

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL
AUGUST 9, 2022

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

CALL TO ORDER: 6:00 p.m.

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 July 26, 2022 and Special Meeting of July 29, 2022
3. Motion approving Report of Change Orders for period July 16 - 31, 2022
4. Motion certifying Civil Service Candidates
5. Motion approving ownership update for Class C Beer Permit with Class B Wine Permit and Sunday Sales - Hy-Vee Gas #5013, 4018 West Lincoln Way
6. Motion approving temporary outdoor service (September 16- September 18) for Class C Liquor License, Sunday Sales and Outdoor Service - Sips and Paddy's Irish Pub 126 Welch Avenue
7. Motion approving the renewal of the following Beer Permits, Wine Permits and Liquor Licenses:
 - a. Class C Beer Permit with Class B Wine Permit and Sunday Sales - Hy-Vee Gas #5013, 4018 West Lincoln Way
 - b. Class C Liquor License with Sunday Sales - Inside Golf, 2801 Grand Ave., #1075
 - c. Class C Liquor License with Catering Privilege, Outdoor Service, and Sunday Sales - Iowa State Center - CY Stephens
 - d. Class E Liquor License with Class B Wine Permit, Class C Beer Permit (carryout beer), and Sunday Sales - Kwik Stop Liquor & Groceries, 125-6th Street
8. Hoover Avenue Parking Changes:
 - a. Motion directing the City Attorney to draft an ordinance that prohibits parking at all times on the east side of Hoover Avenue from 24th Street to 30th Street and from Bloomington Road to Top-O-Hollow Road
9. Motion approving request for Fireworks Permits for display from Jack Trice Stadium for 2022 ISU Home Football Games on the following dates:
 - a. Saturday, September 3
 - b. Saturday, September 17
 - c. Saturday, September 24
 - d. Saturday, October 8
 - e. Saturday, October 27
 - f. Saturday, November 5
 - g. Saturday, November 19
10. Request from Ames Chamber of Commerce for Back to School Bash in Campustown on

Thursday, September 29, 2022:

- a. Motion approving blanket Temporary Obstruction Permit
 - b. Motion approving blanket Vending License
 - c. Motion approving 5-day (September 29-Oct 3) Special Class C Liquor License with Outdoor Service for Ames Chamber of Commerce for closed area - Pending Dram Shop Insurance
 - d. Resolution approving waiver of Vending License fee
 - e. Resolution approving closure of the 200 block of Welch Avenue and Chamberlain Street from Welch Avenue to the exit of Chamberlain Lot Y between noon and 11:00 p.m.
 - f. Resolution approving closure of parking spaces in the 200 block of Welch Avenue, on Chamberlain Street between Welch Avenue and the Chamberlain Lot Y exit, Welch Lot T, and Chamberlain Lot Y between noon and 11:00 p.m.
 - g. Resolution approving closure of 51 metered parking spaces and waiver of parking meter fees and enforcement
 - h. Resolution authorizing access to City-owned electrical outlets and approving a waiver of fees for the electricity used.
11. Requests for ECO Fair on Saturday, October 1, 2022:
- a. Motion approving blanket Temporary Obstruction Permit
 - b. Motion approving blanket Vending License
 - c. Resolution approving closure of 5th Street from Pearle Avenue to Clark Avenue from 7:00 a.m. to 2:00 p.m. on Saturday, October 1
 - d. Resolution approving closure of 35 metered spaces along 5th Street from 7:00 a.m. to 2:00 p.m. on Saturday, October 1.
 - e. Resolution approving waiver of Vending License fee
 - f. Resolution approving waiver of parking meter fees
12. Resolution setting date of Public Hearing for August 23, 2022, regarding Summit Ag Hangar Land Lease
13. Resolution approving Encroachment Permit Agreement for Planter Boxes at 301 Main Street, Suite 105
14. Fall 2022 Commission on the Arts (COTA) Special Grants:
- a. Resolution approving contract to Ames Town and Gown in the amount of \$650
 - b. Resolution approving contract to Story Theater Company in the amount of \$900
15. Resolution approving Professional Services Agreement with WHKS & Co., of Ames, Iowa for 2022/23 & 2023/24 Sanitary Sewer Rehabilitation Design in an amount not to exceed \$395,000
16. Resolution approving Professional Services Agreement with WHKS & Co., of Ames, Iowa for 2022/23 Concrete Pavement Improvements (Brookridge Avenue, Ridgewood Avenue, Lee Street, 9th Street, Parkway & Alley) in an amount not to exceed \$312,400
17. Resolution approving Professional Services Agreement with WHKS & Co., of Ames, Iowa for 2022/23 Asphalt Pavement Improvements (Oakwood Road) in an amount not to exceed \$122,800
18. Resolution approving Engineering Services with Barr Engineering Co., of Minneapolis, Minnesota, for SAM Pump Station Improvements - Backup Generation in an amount not to exceed \$37,250, which includes design of the standby generator and a booster pump VFD
19. Resolution approving Change Order No. 2 for Prairie View Industrial Center Utility Extension Project (East Industrial Area Utilities), as negotiated, in the amount of \$2,210,255.72
20. Resolution awarding contract for Architectural Services to SVPA Architects Inc., of West Des Moines, Iowa, for the WPCF Administration Building Renovation Project in an amount not to exceed \$86,100

21. Resolution awarding contract to Milsoft Utility Solutions, of Abilene, Texas, for Outage Management System and Data Conversion for Electric Services in the amount of \$58,826.46 (inclusive of Iowa sales tax)
22. Underground Trenching Contract for Electric Services:
 - a. Resolution approving renewal of primary contract with Ames Trenching & Excavating of Ames, Iowa, from July 1, 2022, through June 30, 2023, in an amount not to exceed \$400,000
 - i. Resolution approving Performance Bond
 - b. Resolution approving renewal of secondary contract with Zoske Electrical Services, Inc., of Des Moines, Iowa, from July 1, 2022, through June 30, 2023, in an amount not to exceed \$100,000
 - i. Resolution approving Performance Bond
23. Power Plant SCADA System Software Upgrade:
 - a. Waive the City's Purchasing Policy requirement for formal bidding procedures and award a contract to Open Systems International, Inc., of Medina, Minnesota, for additional software upgrade support in the amount of \$64,610
24. Resolution approving contract and bond for 2020/21 Shared Use Path System Expansion - Vet Med Trail (S. 16th Street to S. Grand Avenue)
25. Resolution approving contract and bond for Water Treatment Plant Five-Year Well Rehabilitation Contract
26. Resolution approving contract and bond for Story County Edge of Field Project
27. Resolution approving contract and bond for Boiler Tube Spray Coating & Related Services for the Power Plant
28. Resolution approving contract and bond for Boiler Maintenance Services Contract for Power Plant
29. Resolution approving completion 2020/21 Collector Street Pavement Improvements (East 20th Street)
30. Resolution approving completion 2020/21 Cyride Route Pavement Improvements (9th Street)
31. Resolution accepting completion of public improvements and releasing security for Westar Apartments, LLC

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.

PARKS & RECREATION:

32. Fitch Family Indoor Aquatic Center further discussion of indoor aquatic center site

ADMINISTRATION:

33. Requests from Ames Chamber of Commerce Small Business Saturday on November 26, 2022:
 - a. Motion approving Blanket Temporary Obstruction Permit
 - b. Resolution approving suspension of parking regulations and enforcement for Campustown Business District from 8:00 a.m. to 8:00 p.m. on Saturday, November 26, 2022
 - c. Resolution approving / motion denying request for waiver of parking fees.
34. Resolution approving the Agreement with ISU Community and Regional Planning regarding

Community Engagement for pop-up playful community engagement events and authorize \$10,000 from the Council’s Contingency Account to pay for the initiative

PLANNING & HOUSING:

35. Request for waiver of Platting Authority in the Urban Fringe at Hidden Creek Farm, LLC in Story County

PUBLIC WORKS:

36. Discussion on procedure to rename the Ames Municipal Airport

POLICE:

37. Resolution authorizing the enhanced penalties for nuisance party violations beginning at 5:00 p.m., Friday, August 19, 2022, and ending at 4:00 a.m. on Sunday, August 21, 2022

WATER & POLLUTION CONTROL:

38. Resolution approving a State Revolving Fund Loan Agreement in the amount of \$3,500,000 to be repaid with Water Utility Revenue

HEARINGS:

- 39. Hearing on proposed 2022-23 CDBG Annual Action Plan Program Projects and Budget:
 - a. Resolution approving Projects and Budget and direct staff to submit the Plan for approval by HUD on or by August 16, 2022
- 40. Hearing on Rezoning, with Master Plan, 798 North 500th Avenue from “A” (Agricultural) to “FS-RL” (Floating Suburban Residential Low Density)[Continued from June 28, 2022, from July 12, 2022, and from July 26, 2022]:
 - a. Resolution approving Rezoning Agreement
 - b. First passage of ordinance
- 41. Hearing on 2021/22 Shared Use Path System Expansion:
 - a. Resolution approving final plans and specifications and awarding contract to Howrey Construction, Inc., of Rockwell City, Iowa, in the amount of \$216,405.80
- 42. Hearing on Cooling Tower Blowdown Sanitary Sewer Modifications
 - a. Resolution approving final plans and specifications and awarding contract to Keller Excavating, of Boone, Iowa, in the amount of \$354,894.20 (inclusive of Iowa sales tax)

ORDINANCES:

- 43. Second passage on Zoning Text Amendment, as amended to Reduce Medical Parking Rates for buildings fewer than 50,000 square feet and update Medical Office Definitions
- 44. Third passage and adoption of Ordinance No. 4475 adopting the proposed Amendment to the City’s Planning Project Review and Notification Process and Approval Process related to Chapters 20 and 29 of the *Ames Municipal Code*

DISPOSITION OF COMMUNICATIONS TO COUNCIL:

COUNCIL COMMENTS:

ADJOURNMENT:

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

AMES, IOWA

JULY 26, 2022

REGULAR MEETING OF THE AMES CITY COUNCIL

The Regular Meeting of the Ames City Council was called to order by Mayor John Haila at 6:01 p.m. on July 26, 2022, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. Present were Council Members Gloria Betcher, Amber Corrieri, Tim Gartin, Rachel Junck, and Anita Rollins. Council Member Bronwyn Beatty-Hansen and *Ex officio* Member Bryce Garman were absent.

CONSENT AGENDA: Mayor Haila said that the City Attorney had requested to pull Item No. 18: Awarding a contract for Architectural Services to SVPA Architects Inc., of West Des Moines, Iowa, for the WPCF Administration Building Renovation Project in an amount not to exceed \$86,100, as a few components still need to be worked out.

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

1. Motion approving payment of claims
2. Motion approving Regular Minutes of July 12, 2022
3. Motion approving Report of Change Order for period July 1 - 15, 2022
4. Motion certifying Civil Service candidates
5. Motion approving new Class E Liquor License, Class B Wine Permit, Class C Beer Permit and Sunday Sales - Kwik Star #1158, 1910 Isaac Newton Drive, Pending favorable Department of Inspections & Appeals Inspection
6. Motion approving new Outdoor Service Privilege to Class C Liquor License and Sunday Sales - Time Out Ames, 120 Kellogg Avenue, Pending Final Inspection
7. Motion approving ownership update for Class C Liquor License with Class B Wine Permit and Sunday Sales - Hy-Vee Market Grille, 640 Lincoln Way
8. Motion approving ownership update for Class E Liquor License with Class B Wine Permit, Class C Beer Permit (carryout beer), and Sunday Sales - Kum & Go #1215, 4506 Lincoln Way
9. Motion approving ownership update for Class A Liquor License, Sunday Sales and Outdoor Service - Green Hills Residents' Association, 2200 Hamilton Drive, Suite 100
10. Motion approving the renewal of the following Beer Permits, Wine Permits and Liquor Licenses:
 - a. Special Class C Liquor License with Sunday Sales & Outdoor Service - Botanero Latino, 604 East Lincoln Way - Pending Dram Shop Insurance
 - b. Class E Liquor License with Class B Wine Permit, Class C Beer Permit (carryout beer), and Sunday Sales - AJ's Liquor II, 2515 Chamberlain
 - c. Class C Liquor License with Catering Privilege, Outdoor Service, and Sunday Sales - Cyclone Experience Network, 1800 S. 4th Street
 - d. Class C Liquor License with Class B Wine Permit and Sunday Sales - Hy-Vee Market Grille, 640 Lincoln Way
 - e. Class E Liquor License with Class B Wine Permit and Class C Beer Permit (carryout

- beer) - Fareway Meat Market #189, 3720 Lincoln Way
 - f. Class C Liquor License, Sunday Sales, Outdoor Service & Catering Privilege - Sweet Carolines, 316 Main Street
 - g. Class C Liquor License with Outdoor Service, Catering Privilege, Class B Native Wine Permit, Outdoor Service and Sunday Sales - The Mucky Duck Pub, 3100 S Duff Avenue
 - h. Class E Liquor License with Class B Wine Permit, Class C Beer Permit (carryout beer), and Sunday Sales - Kum & Go #1215, 4506 Lincoln Way
 - i. Class C Liquor License with Outdoor Service and Sunday Sales - El Azteca, 2120 Isaac Newton - Pending Dram Shop Insurance
 - j. Class C Liquor License with Outdoor Service and Sunday Sales - Es Tas Stanton, 216 Stanton
 - k. Special Class C Liquor License with Sunday Sales - New Hickory Holding Company, 1404 S. Duff Avenue
11. Requests from Octagon Center for the Arts for Octagon Art Festival on Sunday, September 25, 2022
- a. Motion approving a blanket Temporary Obstruction Permit and a blanket Vending License for the Central Business District
 - b. RESOLUTION NO. 22-398 approving closure of the following streets from 5:00 a.m. to 6:00 p.m.
 - i. Main Street, east of Clark to just west of Duff Avenue
 - ii. Douglas Avenue between 5th Street and Main Street
 - iii. Kellogg Avenue between south of the alley and Main Street
 - iv. Burnett Avenue between south of the alley and Main Street
 - c. RESOLUTION NO. 22-399 approving waiver of fee for blanket Vending License
 - d. RESOLUTION NO. 22-400 allowing usage of electricity and approving waiver of costs of electricity
12. Ames Grand Prix:
- a. Ames Main Street Criterium on Saturday, August 27, 2022:
 - i. Motion approving blanket Temporary Obstruction Permit for the closed area
 - ii. RESOLUTION NO. 22-401 approving closure of Main Street between Clark and Douglas Avenue, Douglas Avenue between Main Street to Sixth Street, Sixth Street between Douglas Avenue to Burnett Avenue, Burnett Avenue between Sixth Street and Main Street, Fifth Street between Burnett and Clark Avenues, and Clark Avenue between Fifth and Main Streets from 3:45 p.m. to 11:15 p.m.
 - iii. RESOLUTION NO. 22-402 approving closure of 187 metered parking spaces from 2:30 p.m. to 11:15 p.m. along the race route and approving suspension of parking enforcement
 - b. ISU Research Park Circuit Race on Sunday, August 28, 2022:
 - i. Motion approving blanket Temporary Obstruction Permit
 - ii. Motion approving blanket Vending License
 - iii. RESOLUTION NO. 22-403 approving waiver of fee for blanket Vending License
 - iv. RESOLUTION NO. 22-404 approving closure of Collaboration Place between South Riverside Drive and University Boulevard, Plaza Loop, University Blvd

from Collaboration Place to Airport Road (northbound lane only; southbound lane to remain open to traffic), Airport Road from University Boulevard to South Riverside Drive (one eastbound lane only; the road will remain open to both east - and westbound traffic), and South Riverside Drive (southbound lane only; northbound lane to remain open to traffic) from 8:00 a.m. to 5:00 p.m.

13. RESOLUTION NO. 22-405 confirming appointment of City Clerk
14. RESOLUTION NO. 22-406 approving Quarterly Investment Report for period ending June 30, 2022
15. RESOLUTION NO. 22-407 approving Memorandum of Understanding with Story County to apply for grant funding under the 2022 Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant Program and authorize application for that Grant
16. RESOLUTION NO. 22-408 approving renewal of contract with EMC Risk Services, LLC, of Des Moines, Iowa, to provide third-party administration of the City's Worker's Compensation and Municipal Fire and Police "411 System" claims for August 1, 2022, through July 31, 2023, at a cost not to exceed \$55,000
17. RESOLUTION NO. 22-409 waiving Purchasing Policies' formal bidding requirements and extending an engagement with Ahlers and Cooney, P.C., of Des Moines, Iowa, in an amount not to exceed \$25,000 for legal services related to application of *Iowa Code* Chapter 20
18. RESOLUTION NO. 22-411 approving Change Order No. 1 to Power Line Supply of Williamsburg, Iowa, in the amount of \$25,661.81 (inclusive of Iowa sales tax) for the Padmount Switchgear
19. RESOLUTION NO. 22-412 accepting completion of 2019/20 Multimodal Roadway Improvements (13th and Clark)
20. 2020/21 CDBG (Infrastructure) Improvements [Baker Subdivision]:
 - a. RESOLUTION NO. 22-413 approving Change Order No. 5 in the amount of \$43,819.23
 - b. RESOLUTION NO. 22-414 accepting completion

Roll Call Vote: 5-0. Motions/Resolutions declared carried/adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

PUBLIC FORUM: Mayor Haila opened Public Forum.

Richard Deyo, 505-8th Street, #2, Ames, said that he has a petition and would like people in the audience to sign it. It stated, "We the undersigned honor the rights, duties, and responsibilities of those who wear no clothes as a public expression of their rights through these rights and responsibilities." Mr. Deyo believed that people's rights, duties, and responsibilities should be honored. He commented that he can't be naked in his own apartment and there should be places where people can be naked. Mr. Deyo mentioned that he can't spend his money that has "Please let us be naked" written on it because the businesses can't give that money to other people. He said he would be happy to trade one of his dollars for a regular dollar if anyone was interested.

The Mayor closed public forum when no one else came forward to speak.

DISCUSSION REGARDING FY 2023/24 ASSET PRIORITIES: Assistant City Manager Deb

Schildroth explained that ASSET has a total of six volunteers; one member was present (Michael Lazere). She said that the ASSET funding priorities is an important tool for the volunteers to use when they go through the ASSET recommendations. She mentioned that on June 21, 2022, the City Council held a Workshop to discuss inclusion and diversity when establishing ASSET funding priorities for FY 2023/24. At that Workshop, the Council approved expanding the statement in Priority #2 “with an emphasis on low to moderate income” to be inclusive of all three categories and service areas. Another change that was approved was removing the descriptor “quality” from “quality daycare.” City staff met with the City’s ASSET volunteers on July 11, 2022 to review the priorities and Council’s recent modifications. The volunteers recommended these additional changes: 1) clarifying emergency shelter; 2) re-inserting “quality” in “quality daycare” as the term refers to national standards and best practices in the areas of teaching and assessment, developmentally appropriate curriculum, and staff competencies; and 3) reprioritizing medical and dental services above financial literacy and education programs.

Council Member Betcher asked if the volunteers had any difficulties with the recommendations from the Council. Mr. Lazere voiced that there were no concerns from the volunteers. Ms. Schildroth said that as more data becomes available and shared with the Council there may be more changes to the priorities.

Moved by Betcher, seconded by Rollins, to approve the City of Ames ASSET Priorities for the FY 2023/24 Funding Cycle.

Vote on Motion: 5-0. Motion declared carried unanimously.

FITCH FAMILY INDOOR AQUATIC CENTER PROPERTY UPDATE (POTENTIAL ALTERNATE SITES TO IDOT PROPERTY): Parks and Recreation Director Keith Abraham said that on July 12, 2022, City staff presented a report regarding the potential acquisition of the property at 122 North Oak Avenue for the construction of the Fitch Family Indoor Aquatic Center. The Report detailed environmental contamination documented on the site, potential costs to address the contamination, and the costs to acquire the property from the Iowa Department of Transportation (IDOT). The Report explained that the purchase price would be \$2.9 million for the IDOT property, and the City could potentially face up to approximately \$1 million in additional costs for construction alterations and mitigation measures related to the contamination.

Director Abraham mentioned that there had been some questions about how often an indoor pool is utilized. He looked at three years prior to the pandemic (2016-2019) and the average attendance was around 49,000 visits per year. Director Abraham reviewed the process that staff went through when looking for alternative sites. At the July 12, 2022, meeting the City Council directed staff to explore whether any other alternative sites to construct the Indoor Aquatic Center exist, either within or in the vicinity of the City’s current Downtown Reinvestment District Urban Renewal Area. Staff was able to identify 13 potential locations in or near Downtown. Of the 13 locations, City staff believed only three would be potentially feasible as an alternative to the 2.9 acre site at 122 North Oak Avenue. Those three sites were: 1) Brookside Park; 2) O’Neil Park; and, 3) City Hall Parking Lot M. Director Abraham reviewed the pros and cons of each of the three potential sites.

Council Member Gartin mentioned that Brookside Park is leased to the City from Iowa State University (ISU) and wanted to know if the terms of the lease would allow the City to construct an Indoor Aquatic Center. Director Abraham indicated that the land east of Ioway Creek is owned by the City.

A meeting was held on Monday, July 18, 2022, via Zoom to discuss the option of O'Neil Park and over 300 letters were posted on doors. There were approximately 40 attendees. Director Abraham summarized the top comments from the neighborhood and indicated that the Staff Report has all the comments listed in more detail. Director Abraham noted there were several options for the Council to choose from depending on what site they decide to go with. Of the three potential sites, staff felt that O'Neil Park appeared to be the most feasible site to construct the Indoor Aquatic Center in a cost-effective manner; however, a key challenge with the O'Neil Park site is the loss of the park for the neighborhood.

Council Member Betcher said that there was not any mention of why CBD Lot X was not looked at further for a potential site. Director Abraham mentioned that this area was not looked at further because it will be part of the Lincoln Way Development. The CBD Lot had been earmarked as part of the development for a parking structure. Ms. Betcher asked how many parking spaces were in the CBD Lot if the Indoor Aquatic Center was to go there. City Manager Steve Schainker commented that the CBD Lot X had around 125 parking spaces. Ms. Betcher said she wanted to know how many spaces were in the entire CBD lot. It was determined that information was not available at that time.

Council Member Betcher inquired if any of the other sites would require remediation similar to the IDOT site. Director Abraham said there was a possibility; however, there was not any in depth research done. Assistant City Manager Brian Phillips indicated that there were three sites that he would be concerned about from an environmental standpoint. Those three sites were: 1) Former Power Plant Coal Yard site; 2) Former Water Treatment Plant site; and, 3) East Main Street.

Council Member Gartin stated that the City is focusing on the Reinvestment District for a financial reason and asked Director Abraham to provide more information regarding the downside of putting the Indoor Aquatic Center Pool outside of the District. Director Abraham said that the Iowa Economic Development Authority (IEDA) offered a program that set aside funding for communities to apply for. Any community that has a Reinvestment District was welcome to apply. The Program will give any sales tax that is generated from any new development in the Reinvestment District back to the City by rebate. The City submitted a preliminary application in February 2021 to the Iowa Economic Development Authority (IEDA) and the City was given a preliminary award of \$10 million. Director Abraham reminded everyone that there is over \$10 million that has been pledged for this project and bonds will need to be issued to cover the \$21 million debt. He noted that even if awarded \$10 million and the District only received \$8 million in revenues then that is all the City will get; the \$10 million is not a full guarantee. Assistant City Manager Brian Phillips commented that it was important to note that the Reinvestment District Program requires that the area can't be larger than 75-acres. It is possible to amend the District to include new areas and decrease other areas.

Council Member Gartin asked about what kind of outreach was done. Director Abraham said the Council directed staff to look at sites within close proximity to the Reinvestment District and if that site was within a neighborhood, then meet with the neighbors. Staff found O'Neil park met the direction from City Council and that is why there was a neighborhood meeting in that area. A meeting was not held for the Brookside Park area because staff felt the site was not a viable option. Mr. Gartin said he had not seen any articles in the Ames Tribune regarding the possible change of pool locations and he was concerned that people are unaware of the change. He noted the Council is going to be asked to balance the needs and concerns of a neighborhood against the benefits to the community without the community receiving any notice.

Council Member Gartin mentioned that an important concern for the community was the indoor walking path. He clarified that the Council had to drop the walking path option due to finances. Mr. Gartin wanted to verify if the Indoor Aquatic Center was placed on the IDOT site then there would not be a walking path. Director Abraham stated that the base bid would be the aquatics portion and the multipurpose space/walking track would be bid as an add alternate. He indicated it would depend on how the bids came in and if there was enough funding. Mr. Gartin mentioned that if the Indoor Aquatic Center was built on the IDOT site there will probably not be a walking track; however, with the savings from not having to purchase land from the IDOT then the walking track could be done if the pool was developed at O'Neil Park. Director Abraham reiterated it would depend on how the bids came to see if there was a chance to do the add alternate or not. Mr. Gartin felt that an indoor walking track should be an amenity that the community should have. He inquired if walking tracks were an amenity that communities the size of Ames would have. Director Abraham mentioned that many areas do have one as a lot of people look for where they can go during the winter months or inclement weather and still walk.

Council Member Gartin asked what the best estimate was for the price of remediation. Director Abraham said the worst case scenario would be around \$1.2 million. He noted that the best case scenario would be around \$350,000.

Council Member Gartin inquired about the general nature of how often O'Neil Park was used. Director Abraham said he would not be able to say as there are times it is empty and there are times the park is very busy.

Council Member Betcher commented that she thought the purpose of the Reinvestment District was for urban revitalization and a catalyst for redevelopment of downtowns; when she thinks of urban revitalization, she thinks of brown field sites and not city parks. She wanted to know how to argue that shifting the location to the park fits with the Reinvestment District goals. Mr. Phillips explained that he did not know all the ins and outs of the Reinvestment District Program, but a key component is economic development and encouraging people to come to this area of Ames to be connected to the Indoor Aquatic Center site, Downtown, the Plaza, and other amenities. He indicated the goal is to encourage commerce. Ms. Betcher asked if the projects needed to be contiguous to Downtown. Mr. Phillips said that was a conversation that needed to be had with the IEDA, and the City will have to show that the Indoor Aquatic Center is connected. City Manager Steve Schainker explained in the

literature from the Iowa Reinvestment District it states, “the Program is designed to assist communities in developing transformative projects that improve the quality of life, create and enhance unique opportunities, and substantially benefit the community region and State.”

Council Member Junck asked if there had been any preliminary conversations about if the City would be allowed to amend the boundaries at this point or if the \$10 million would be at stake if the City didn't go with the IDOT site. Mr. Phillips stated that staff has spoken with the IEDA, and any amendments would be subject to approval by its Board and there is an amendment process to go through.

Council Member Corrieri inquired about the timing of the project with the various sites that were being recommended. She noted that 12 months have already gone by with reviewing the IDOT site and they don't want to push the project back any further. Director Abraham said from the project standpoint, staff would need around nine months for the design before it would go out for bid, which could take around a month, and then construction would take around 18-months. Overall, it would be over two years before the project would be completed. Director Abraham indicated that the IDOT site would be the quickest site to move forward with. If the O'Neil site was selected, then an environmental study would need to be done and meetings will need to be had with RDG regarding the designs; this could add a few months to the overall project. Mr. Phillips stated that staff had indicated in the Staff Report that time is of the essence as the City is approaching the point where a decision needs to be made regarding the IDOT site because the IDOT intends to put the site up for auction if the City is not going to purchase the property. It was pointed out that the City is expecting to issue bonds for the project and that will need to be done within the next month or two.

Council Member Betcher wanted to know if changing the Indoor Aquatic Center location would affect the bonds. Mr. Phillips stated that it would, but staff will need to speak with the Bond Council and the Finance Director to understand all the implications.

Council Member Corrieri asked if the Council decided on the IDOT site and did the remediation would that add more time to the project. Mr. Schainker stated that is unknown as staff is not 100% sure what will be found during construction.

Council Member Rollins asked if any timing would affect the \$10 million award. Mr. Phillips didn't think it would, but staff is waiting on a few documents to finalize the application. If the boundaries are going to be changed then staff would need to wait. Mr. Schainker stated that once the application is finalized and approved, and the largest component of the Lincoln Way project is started, then that is when the clock starts, so it is not necessarily linked to the Indoor Aquatic Center.

Mayor Haila opened public input.

Susie Petra, 2011 Duff Avenue, Ames, stated that 13 years ago the City closed Carr Pool. The League of Women's Voters worked to try to find an Indoor Pool location. A lengthy study was done, and everything was dismissed when ideas were voted down. She said that approximately two years

ago the City started looking at the IDOT site and she was appalled that the City didn't have its own City Assessor look at the site. Ms. Petra mentioned that it has taken nearly two years just to find out that the site is contaminated. She commented that citizens would like a pool that is available for recreation, swimming lessons, and rehab. Citizens would also like to have an indoor walking track. She commented that she was surprised when she reviewed the list of 13 potential sites. Ms. Petra said a few suggestions were "laughable," some may be contaminated and require remediations, and others were too small. She said she felt there would be other sites that would be better to look at even though they would be outside the Reinvestment District. Ms. Petra indicated that the City owns the former Edwards School property; it is huge, nothing would need to be demolished and trees would not have to be removed. She also mentioned the former Carr Pool location to be used. Another site was the Ontario site where nothing would need to be demolished. She hoped the Council would not choose the O'Neil Park site. Ms. Petra asked that wherever the Council decides to put the Indoor Aquatic Center to consider permeable paving.

Judy Lemish, 327 S. Maple, Ames, explained that she is a water exerciser along with several of her friends. She commented that the City has failed to build an Indoor Aquatic Center. It gives her pause about the trust that she puts into the City of Ames to come up with a decision. She felt the City was in a big hurry to get the aquatic center done, and she said that making any decisions quickly often leads to problems, failure, and regrets. Ms. Lemish referred to the noticing process that was done for the neighborhood. She said that it is summer time and a lot of the neighborhood is gone and the door notices that were received didn't give them a lot of time. She stated that the City of Ames, in its hurry, didn't do its own evaluation of the IDOT site. She said any homebuyer would get an inspector of their own before making any decisions and she felt that the City should have hired someone to do an inspection. Ms. Lemish commented that the IDOT knew there was contamination of the site back in 1994 and wondered why there aren't any public records of the contamination. She said that the citizens are left with a "pathetic" list of sites that could possibly be used with O'Neil Park being in the cross-hairs regarding the decision to put in a pool. She felt the City was taking "the easy way out." Ms. Lemish noted that she had an alternative idea. She said that instead of preserving the "Linc development" area between Clark and Kellogg, that the City should build an Indoor Aquatic Center there. Ms. Lemish felt the City should "look outside the box." She also felt that the old middle school site would be a great place for an Indoor Aquatic Center as well.

Sarah Davis, 1220 Park Way, Ames, said she wanted to add that there is not enough information. She appreciated all the information so far, but felt there was not enough understanding of the consequences of the decision. Ms. Davis mentioned everything felt hasty. She explained that undeveloped land is more precious than presently developed land that could be recycled and reused.

Kim Moss, 430 Lynn Avenue, Ames said she agreed with the previous speakers. She felt that preserving green space, as much as possible, needs to be at the forefront of every decision made by the Council. Ms. Moss commented that she is excited to have an Indoor Aquatic Center developed, but not when having to take away green space. She encouraged the Council to allow more time for additional feedback and to save the green spaces.

Jeri Neal, 916 Ridgewood Avenue, Ames, said that she is assuming that the Council will stay within the Reinvestment District and not go with the IDOT site. She supported the option of placing the Indoor Aquatic Center in City Parking Lot M. Ms. Neal explained that the construction of structured parking over the current parking lot is a “big ticket” item that the City can and should rethink. She explained that the world is already moving into a climate challenged economy and sizing down the traditional approaches to parking and investing in a reimagined future made sense to Ms. Neal. She can’t imagine a future where more and more people won’t choose walking, shared transportation, or bicycling. Ms. Neal commented when looking over Brookside Park and O’Neil Park she didn’t see a provision anywhere about creating an equal amount of new green space elsewhere. She stated that community vitality is enhanced by purposeful and plentiful green spaces. Ms. Neal said the City can’t pave over green spaces without creating new or equivalent green spaces. She asked the City to look at repurposing hard surface locations to better fit the City’s fast approaching future needs.

Tam Lorenz, 311 S. Maple, Ames, mentioned that she was speaking on behalf of herself and maybe some under-represented park users who do not live in the Oak to Riverside Area. She commented that she voted for the Healthy Life Center and didn’t object to the placement of the Indoor Aquatic Center on the IDOT site; however, the latest maneuver to stretch the Urban Renewal Zone farther south in the City and the possibility of destroying O’Neil Park brought Ms. Lorenz in to speak. She said that O’Neil Park does not serve just the Oak-Riverside neighborhood, but other surrounding neighborhoods as well. She commented that the proposal to replace O’Neil Park with an aquatic center shines a bright light on two City-wide issues and values that are at risk. The first is the inclusion of low-income citizens and the benefits of living in Ames. The second is the reduction of the Ames carbon footprint through carbon sequestration. Ms. Lorenz said that covering acres of no-fee for use of green space with two acres of concrete brings into question the City’s dedication to the civic value of increased carbon sequestration. She mentioned that even if the City builds a carbon neutral building it can’t replace the current natural carbon and water absorption natural space. Ms. Lorenz recommended keeping the IDOT site or the site north of Target. She asked the Council to not consider O’Neil Park as an appropriate spot for the Indoor Aquatic Center.

Merlin Pfannkuch, 1424 Kellogg Avenue, Ames, questioned why the indoor track could be built at O’Neil Park and not at the IDOT site. He said he was baffled by the Council’s approach to the Indoor Aquatic Center. Mr. Pfannkuch wanted to know why the City would want to anger an entire neighborhood by suggesting O’Neil Park as a site, 18 months after identifying the IDOT site. He asked why other sites weren’t looked at during the past 18 months. Mr. Pfannkuch commented that the Council Action Form says that “time is of the essence” so a decision must be made quickly. He wanted to know if it was about saving citizens maybe \$2 million dollars. Surely, the City would have known there was some contamination given the location. He said he can’t defend the IDOT appraisal nor can he attack it as he doesn’t know how the \$2.9 million was arrived at. Mr. Pfannkuch wanted to know why the Council was worried about spending \$2 million for the IDOT site since they already approved a General Obligation (GO) bond to pay for it. He mentioned that, just this spring, the Council gave the owners of the properties at 2105 and 2421 Dayton Avenue a tax break of \$2.6 million to install infrastructure for a small lot industrial development. Mr. Pfannkuch noted that there never was a formal review as to why the Healthy Life Center failed and no pertinent questions have

been asked in the Residential Satisfaction Survey. He believed one word summarized the City's approach to having an Indoor Aquatic Center and that is "bumbling." He asked the Council to not take away O'Neil Park.

Richard Deyo, 505-8th Street, #2, Ames, stated that some items should be deferred until conversations are had with the Parks and Recreation Commission.

Debbie Lee, 214 S. Maple Avenue, Ames, said that for many years she had encouraged her neighbors to engage with city government. She has worked to provide neutral background information to encourage participation in City meetings, and put a face on government by asking Electric representatives and City staff to join their neighborhood picnic. She explained that the pursuit of return of tax dollars through a state program has resulted in the discovery that one state agency, IDOT, ironically an Oak-Riverside neighbor, responded with a bureaucratic wall for a project that is for community good. Ms. Lee stated that a state program seemingly devoted to revitalizing community areas could result in the elimination of a City park in an established residential area. She recognized that the Council has worked on the Reinvestment District for a long time, but to the community it has happened really fast. Many in the neighborhood are still in shock as they thought the park was protected by the O'Neil Family Agreement when the land was donated to the City. Ms. Lee commented that right now, the governmental process felt more like a tsunami wave than a participatory process. She recognized that everyone has a goal for providing an Indoor Aquatic Center for the community. However, if the O'Neil Park site had been considered during the normal search and review process, then she would believe that she would begrudgingly accept, but that is not what happened. She said the O'Neil site is only on the table only to meet the constraints of the Reinvestment District Program. Ms. Lee commented that she was heartbroken that the path to an Indoor Aquatic Center had taken this turn. Infill should be about repurposing developed sites and not about paving over the green spaces that remain. She urged the Council to take a step back and look at other ways to improve the community.

Ellyn Grimm, 217 S. Hazel Avenue, Ames, said she has lived in the neighborhood for about 12 years ago and she has spent a lot of time with her children in O'Neil Park. She wanted to echo everything that has been said tonight. She commented that it feels like the response was easy and convenient to a difficult situation. She challenged the Council to not take the easiest and most convenient way and consider the implications and the cost. Ms. Grimm explained that she attended the zoom meeting and it came apparent to her that she has awesome neighbors and she met the majority of them at O'Neil Park. She stated when her nine-year old son found the notice on their door he came to her crying as he didn't want to lose the park. Ms. Grimm said that the neighborhood is not wealthy or centrally located and she felt that they often get overlooked. She had a hard time believing that if O'Neil Park was located in a wealthier neighborhood, they would not be having this conversation. She felt there were some inequities that were coming up during the discussions. She encouraged the Council to take their time in making a decision.

Jackie DeLay, 129 S. Russell Avenue, Ames, stated she is from the O'Neil neighborhood. She commented that when she first heard about the Indoor Aquatic Center being at the IDOT location

she was thrilled. Suddenly, they were hearing that the IDOT site was no longer going to happen and that it would be O'Neil Park instead. The feeling changed from being thrilled to disappointed as something is going to be taken away from the neighborhood. Ms. DeLay didn't think the City should take away green spaces. She felt the original site was being dismissed too quickly, but something needs to be done to make the site appropriate. She urged the Council to not give up on the site so quickly.

Bambi Yost, 212 S Hazel, Ames, stated that O'Neil Park is not somewhere she frequents; however, she would like to propose another location. She suggested that the Depot site be utilized as it is currently being underutilized. She stated the site would be a mixed-use as the site has synergy, parking, and it fits within the Reinvestment District. It wouldn't compete with new development in the area either. Ms. Yost also recommended going back to the IDOT site as the site needs to be remediated regardless of who owns the property.

The Mayor closed public input when no one else came forward to speak.

Mayor Haila said that he wanted staff to answer the question from Mr. Pfannkuch regarding the indoor walking track. Director Abraham explained it was a matter of finances as to why they would be able to possibly construct the indoor walking track at the O'Neil Park location versus the IDOT site. He stated with the estimates they have from the IDOT site there would not be enough funds to build it; however, at the O'Neil Park site since the City wouldn't have to purchase the land, it will give the City extra funding to build the indoor walking track.

It was noted by the Mayor that the Council had received a lot of emails and his recommendation was to take everything under advisement for now. He asked for confirmation on how the public will know when a decision will be made. Director Abraham noted that there are multiple ways for the City to announce information. The City can advertise on the City's Facebook pages, City website, and an email blast. Staff will send out information this weekend from the last two Council meetings, provide links to the information, and let everyone know that this topic will come back on August 9, 2022. If anyone wanted to get more information, they can email Director Abraham at keith.abraham@cityofames.org and he will add them to the list.

Council Member Betcher asked that given the City's concern regarding the IDOT site, is there any reason to believe that the City could not successfully remediate the contamination. Director Abraham stated a number of things that could be done. He noted that there is no way to ever get rid of all the contamination as the source is still there, and there is no guarantee that everything can be remediated. He stated that the City can probably minimize the contamination.

Council Member Gartin wanted to address a couple comments that were made with respect to the process that staff and Council went through. He appreciated the fact that the process seemed "fast" for the neighborhood, but that does not mean that staff had short-changed the due diligence process. He said to characterize the staff as "bumbling" or "rushed" could not be further from the truth. Mr. Gartin commented how he was proud of the staff with the way they have handled all the "curveballs"

that were handed to them.

The Mayor referred anyone to the last the City Council Meeting to review the Staff Report for Item 25 regarding information on the IDOTs site contamination, as this is an important decision. He asked that everyone respect staff as they are working really hard.

Mayor Haila recessed at 8:12 p.m. and reconvened at 8:21 p.m.

STAFF REPORT ON NON-COMPLIANT FRONT-YARD PARKING AND DRIVEWAYS:

Planning and Housing Director Kelly Diekmann said that an enforcement action brought this item forward. He noted that the basic background was that the City has had front yard parking and paving standards for almost 40 years. The standards address issues of illegal parking and paving of areas in front yards, often an issue in areas with high levels of single-family home rental conversions. It should be noted that a major force for these front yard parking changes was influenced by residents in neighborhoods where there was an increasing number of conversions from owner-occupied units to rental units. Because their conversions lacked sufficient off-street parking, cars in the rental units would park in the front yards on grass, making ruts in the front yard, and thereby disturbing the character of the neighborhood. Director Diekmann explained that the City relies upon the front yard parking terminology for parking enforcement of the act of parking a car as well as design standards in the Zoning Code for where paving can be placed. The City's zoning standards require two paved off-street parking spaces for every single-family and two-family dwelling unit. Parking can be provided either covered or uncovered, but it must be located on a driveway in front of a garage or on a driveway that leads to a parking space in the side or rear yard.

Staff conducted an in-depth review of single-family residential parking areas throughout Ames to identify those that are non-conforming compared to the current Zoning Code standards. Additionally, staff reviewed changes to the Zoning standards for parking in previous years to help determine if some of the driveways that do not conform to the present Zoning standards would have complied at the time they were constructed or modified. Through the in-depth review, staff has identified six process improvements that could be made. The first improvement would be to the application process. Staff has revised the application to become both an "Access and Driveway Paving Permit," so that includes the curb cut and/or the on-site expanse of paving. The new comprehensive permit requires a review by the Traffic Engineer, Zoning Enforcement Officer, and Planning Division. It was also suggested that the \$50 curb cut fee be increased to \$100 to cover the cost of inspection as well as the curb cut. The second process improvement was to make *Code* changes to clarify driveway standards. Staff identified at least 450 non-conforming existing front yard paving and driveway. Staff categorized the driveways into five categories which are: 1) Flared side parking areas; 2) Flared side parking - no side yard; 3) Parking in front of the house; 4) Flared side parking - corner lot; and, 5) Looped or Double Driveways.

Non-Conformity Type 1: "Flared Side Parking Areas:" These are parking surfaces that have been added to an existing, otherwise compliant, driveway. The surface does not lead to a parking surface behind the front yard and therefore are non-compliant. Type 1 non-conformities have adequate room

to expand behind the front yard but have not done so. Staff is recommending adopted a Text Amendment that would allow Type 1 non-conforming parking areas to legally exist. This would make the 253 non-conforming parking areas compliant and would allow for this type of parking area to be added to other residential properties.

Council Member Betcher asked about discussions that were had regarding discouraging car ownership and discouraging the paving of permeable surfaces. These changes seemed to go against the Climate Action Goals by encouraging paving. Director Diekmann noted that the discussion regarding discouraging car ownership did not come up. He stated that less paving would be expected and would save some parking due to the current standards.

Non-Conformity Type 2: “Flared Side Yard Parking - No Side Yard:” Type 2 non-conformities are similar to Type 1 non-conformities, where a parking space has been added to the side of an existing driveway in the front yard. However, the difference with this non-conformity is the lack of enough space to provide a compliant parking space beyond the front yard. Staff’s review showed that there were approximately 56 properties that have additional paving adjacent to the driveway that does not lead beyond the front yard due to insufficient room. Staff recommended adopting a Text Amendment that would allow properties with insufficient room for an additional parking area beyond the front of the house to pave additional parking area when sited towards the adjacent side property line.

Non-Conformity Type 3: “Parking in Front of House:” Type 3 are parking areas that extend towards the center of the house (some extend fully to the structure and some end in the front yard) rather than towards a garage, side yard, or areas that provide an additional parking space situated perpendicular to the existing driveway. Some of the spaces are adjacent to existing driveways and some serve as the only driveway or off-street parking. Staff found approximately 51 properties that fit into the Type 3 category. It is staff’s recommendation to adopt a Text Amendment that would allow existing areas to remain and to allow for parking areas to be added adjacent to the driveway as long as the maximum driveway width does not exceed 20 feet. This Text Amendment would allow properties to have at least two off-street parking spaces regardless of the number of garages or distance between the driveway and adjacent property line. New construction would still need to comply with requirements for required parking to be located outside of the front yard.

Council Member Gartin wanted to know if there were many properties that had Type 3 parking. Director Diekmann noted that there are not many properties that have this configuration. He noted that the properties where Type 3 will be seen is on a single-car garage that has the standard setback of five-foot setback. Mr. Gartin asked what area of town some of these houses may be located in. Director Diekmann noted there were a few along Duff Avenue. He also wanted to be clear that for locations that have a detached garage that is in the rear of the yard, this parking standard would not apply. Mr. Gartin asked how many locations did not have a curb cut already. Building Inspector Sara VanMeeteren indicated that there were very few houses that don’t already have a curb cut. She noted there may be alley access but not a curb cut. A good question for the Council would be if a household had alley parking would the Council allow for a front driveway curb-cut for the sole purpose of putting a paved parking space in front of a house that doesn’t lead to anything.

Non-Conformity Type 4: “Flared Side Parking - Corner Lot:” Type 4 category is for properties that are corner lots. The *Municipal Code* treats corner lots as having two front yards and one side yard, as opposed to a typical lot that has a single front yard and two side yards. There are approximately 56 corner lots that have non-compliant parking categorized as Type 4. There are many different considerations involved in drafting a text amendment to allow parking on corner lots. Staff believes that allowing for paving in a street side adjacent to a sidewalk is an undesirable environment for pedestrians and the aesthetic of the streetscape. Therefore, staff recommends setting a date by which all Type 4 non-conformities in existence may continue and require all new parking installed after that date to comply with the current *Code*, with no changes. This would allow the 56 non-conforming parking areas to remain as-is but would prohibit new Type 4 parking areas from being installed in the future.

Council Member Betcher questioned what the *Code* said before it got changed in 2000 about where parking was permitted on a defined side. Director Diekmann stated that the owner of a corner lot got to pick their front yard and the other side would become a street side-yard.

Non-Conformity Type 5: “Looped or Double Driveways:” Type 5 non-conformities are parking areas that loop in front of the house and/or have two curb cuts. Some of the driveway areas lead to approved parking and some do not. Driveway loops that do not lead to approved parking beyond the front yard cannot be used for parking under the current *Code*. Staff found 38 properties that can be categorized as non-conforming. Staff understands the desire for two curb cuts, but finds it necessary to establish parameters to avoid the entire front yard from being paved. Staff recommends adopting a Text Amendment that would allow two curb cuts on lots that have at least 150 feet of frontage as long as the curb cuts can be located at least 75 feet apart. This Text Amendment would allow the 38 non-compliant parking areas to remain and would allow the same type of parking areas to be installed moving forward. With this frontage standard it is likely only a corner lot could qualify for a looped driveway.

Council Member Gartin asked if the recommendations were approved, would there be a time where someone might ask for a Variance, especially on properties that are difficult to turn around on and residents have to back up onto a busy street. Director Diekmann said that on certain high speed streets the *Code* does specify to allow for an exemption to put in a turnaround. He noted there are very few streets that allow this.

Council Member Gartin inquired as to how other peer communities are handling front-yard parking and driveways. Director Diekmann said that other cities have made certain allowances. Mr. Gartin asked if any contractors have been notified about the recommended changes. Ms. VanMeeteren commented that the permitting process will be different for the contractors and will be a learning curve.

Council Member Betcher asked if there have been any complaints from neighbors of non-conforming driveways. Ms. VanMeeteren said there have not.

City Manager Steve Schainker stated that staff needs to get a recommendation on the houses that have an alley and are requesting a curb cut. Director Diekmann mentioned that it was linked to Type 3. The question was for an allowance of up to 20 feet of parking in a front yard of a home that already has compliant rear-yard parking.

Council Member Gartin stated that if a property already has access, he would feel less likely to add additional parking. He said a lot of the time those garages in the back are small.

Council Member Betcher stated she is normally opposed to paving more over grass, and if people already have parking accessible from the alley, she did not think the Council should be encouraging paving anything in front of the house.

Council Member Junck asked how much time would be added to the process to do an inspection since this was not previously done. Ms. VanMeeteren commented that staff will consider this type of inspection as a footing/foundation inspection and it is a two-hour notice. The hope is to go out when the area is framed before the cement is poured. Ms. Junck asked if the inspections would cause more time for staff. Ms. VanMeeteren said that she anticipated it would only take an additional 30 minutes for the inspector.

Moved by Gartin, seconded by Corrieri, to approve Items 1-6 as presented by staff in the Staff Report which state:

1. Adopt a Text Amendment to codify the permit and inspection and establish a \$100 fee to cover the costs of the process.
2. Adopt a Text Amendment that would allow Type 1 non-conforming parking areas to legally exist and allow for paving sited towards the adjacent side lot line. This would make the 253 non-conforming parking areas compliant and would allow for this type of parking area to be added to other properties.
3. Adopt a Text Amendment for Type 2 non-conforming parking areas that would allow all properties with insufficient room for an additional parking area beyond the front of the house to pave additional parking area when sited towards the adjacent side lot line. This would make the 56 properties compliant and allow for this type of parking area to be added to other properties.
4. For Type 3 situations, allow for all existing properties with front yard parking to be allowed and adopt a Text Amendment that would allow front yard parking for all properties when added adjacent to an existing driveway and the total width does not exceed 20 feet. This Text Amendment would make 51 properties compliant and allow properties to have at least two off-street parking spaces regardless of the number of garages or distance between the driveway and adjacent property line. New construction would follow current requirements.
5. Set a date by which all Type 4 non-conformities in existence may continue and require all new parking installed after that date to comply with the current *Code*. This would allow the 56 non-conforming parking areas to remain as-is but would prohibit new Type 4 parking areas from being installed in the future.

6. Set a date by which all Type 5 non-compliant double or looped driveway parking areas to remain and adopt a Text Amendment that creates new limitations on multiple driveways by limiting two curb cuts to lots that have at least 150 feet of frontage so long as the curb cut can also be located at least 75 feet apart.

Vote on Motion: 5-0. Motion declared carried unanimously.

Moved by Gartin, seconded by Betcher, to direct staff to not allow for an exception of a Type 3 non-conformity, if there is already a compliant required parking in the rear yard.

Vote on Motion: 5-0. Motion declared carried unanimously.

Moved by Junck, seconded by Betcher, to not allow any looped driveways that do not lead to any parking.

Vote on Motion: 5-0. Motion declared carried unanimously.

APPROVING A REQUEST FOR PROPOSALS (RFP) TO SOLICIT FOR A PARTNER DEVELOPER IN CONNECTION WITH THE DEVELOPMENT OF LOW-INCOME HOUSING TAX CREDIT (LIHTC) UNITS IN THE BAKER SUBDIVISION: Housing Coordinator Vanessa Baker-Latimer stated that on December 22, 2020, as part of the City Council goal to create more affordable housing for both owner-occupied and rental households, the City Council entered into a Partnership Agreement with Prairie Fire Corporation and Builder's Development Corporation to submit a 9% LIHTC application to the Iowa Finance Authority (IFA) for 36 multi-family housing units in the Baker Subdivision (321 State Avenue). In late September 2021, staff learned that the City's 9% LIHTC application was not funded due to the large group of disaster set-aside projects that absorbed most of the funding allocation. However, staff was informed by the developer that 4% LIHTC funding was available, and that the Governor's priority was to allocate an additional \$100 million to affordable housing that the State was eligible to receive through the US Treasury. Unfortunately, the final US Treasury guidelines did not permit for the State to use the funds as they hoped. In December 2021, it became apparent that the Agreement among the City, Prairie Fire Corporation, and Builder's Development Corporation that was predicated on a 9% LIHTC award was no longer valid.

At the April 12, 2022 meeting, the City Council directed staff to proceed with utilizing \$1.8 million of the City's HOME allocations and update the Developer's Agreement with Prairie Fire and Builders Developers Group to submit an application to IFA for a 4% Low-Income Housing Tax Credit to develop a minimum of 30 units in the Baker Subdivision. However, in June 2022, staff was notified by Prairie Fire that they intended to introduce a new partner from Minnesota into the project, and it was explained that the new company would bring property management and construction management experience to the project. Staff was also informed that the new partner "Titan" would take over as the major developer and guarantor role, and that Prairie Fire and Builder's Development Group would take on a reduced co-developer role. In accordance with the City's Purchasing Policy, staff believes that this change in partnership/ownership would require the City to resolicit proposals for the project.

Staff prepared an updated Request for Proposal (RFP) to solicit for a new partner developer to pursue a 4% LIHTC application utilizing the \$1.8 million incentive from the available City's HOME allocations. Staff believed that pursuing the 4% credits, rather than the 9% credits, is the better option to assure that the units are developed faster because it is a non-competitive process. Ms. Baker-Latimer explained that there will be a requirement that a minimum of 10% of the units be set aside for Section 8 Housing Choice Voucher participants. She explained that under Section 4: "Developer Minimum Responsibilities/Requirements" a Developer's Agreement will be entered into to prepare the 4% LIHTC application, that includes the terms for the developer's construction and operation of the project, the City's participation in the project, transfer of land for the development of the project, and anticipated start date of the construction. Also, the Agreement shall be completed with the City of Ames within 45 days from the date of acceptance of the proposal by the City Council. The application shall be submitted to the Iowa Finance Authority (IFA) on or about 60 days after a Developer's Agreement has been signed. Under Section 6: "Competitive Requirements and Scoring" Ms. Baker-Latimer said that additional points will be given based on the percentage of affordable housing units for either Section 8 Housing Choice Voucher participants or households with income at 50% or less of the Ames Metropolitan Statistical Area Income Limits beyond the required 10% for Section 8 Housing Choice Voucher participants.

Ms. Baker-Latimer mentioned that the revisions to the RFP were reviewed by Legal, Purchasing, Public Works, Electric, and Planning and Housing. Staff also met with the Old College Creek Neighborhood Association and they supported the City with having to develop a new RFP.

Ms. Baker-Latimer reviewed the timeline of the project and it was the hope that this item would be brought back to the City Council on October 25, 2022.

Council Member Rollins asked if there was an opportunity under Section 6 of the RFP to add additional scoring related to the Climate Action Plan (reflective surfaces, lighting). Ms. Baker-Latimer commented that they could add an additional section for bonus points if the developer adds solar, energy efficient windows. She could meet with the RFP team to find out what extra points could be added.

Council Member Gartin stated that as more requirements are added, there will be more tradeoffs. He has been advocating for more units and he is afraid the tradeoff would cause the City to serve fewer people. Mr. Gartin wanted to know with the requirement for Section 8 housing, will there be some developers that won't want to apply due to the requirement. Ms. Baker-Latimer explained that when she looked at some of the applications that were previously funded those applications were for even lower homeless housing. Also, the developers are familiar with Section 8 and besides the vouchers it comes with funding.

The Mayor asked if a developer wanted to go for the 9% will that developer still be considered, or would it be for the 4% only. Ms. Baker-Latimer stated she doesn't believe that they can add a mixed development.

Mayor Haila opened public comment.

Stephen Bond, 2555 Eisenhower Avenue, Ames, said he wanted to lend his support for low-income housing. He understands there was a hiccup concerning the project at the old middle school grounds and he is sure staff is taking care of everything. Mr. Bond said the more people that can be helped the better. He would prefer a higher density, but knows the City will do its best job.

Tara Brown, 225 S. Kellogg Avenue, Ames, said she is the Director of Shelter Services for The Bridge Home. She explained that The Bridge Home is a non-profit organization that has served the Ames area since 1985. The Bridge Home aims to stop the cycle of homelessness that many in the community are struggling to get out of. However, it is not an easy task to take on when there is no affordable housing for their clients to utilize. Ms. Brown stated she was present to push for the development of the Baker Subdivision. Specifically, she wanted to express its support for a more high-density affordable housing development that includes units that could be used for supportive housing. Ms. Brown commented that now is the time to take a step back and re-evaluate the project and strongly recommended that the Council considers increasing the number of units that are available for the City to a minimum of 100 units. She said that last year The Bridge Home had over 100 clients on their waiting list for supportive housing. Supportive Housing, as defined by HUD, “as permanent housing in which housing assistance and supportive services are provided to assist households with at least one member who is chronically homeless with a disability in order to achieve housing stability.” The Bridge Home has successfully operated its Supportive Housing Program for over a year. Ms. Brown said that The Bridge Home wants to partner with the Baker Subdivision. She asked everyone to take a stand and declare “enough is enough” and to no longer allow a single individual in Ames to go to sleep in the street.

Lauris Olson, 1705 Buchanan Drive, Ames, stated she was present on behalf of Home Allies. She commented that she did not have a preference for the number of units as The Bridge Home would know more of that information. Ms. Olson believed that the 4% LIHTC option is the best way to go. She had a couple recommendations for the RFP. Ms. Olson asked, for the pre-screening, if the group that does the pre-screening also includes one or two committee members for diversity, input, and a different perspective. She felt there needed to be a balance between the expertise and a newer group to give a different perspective. Ms. Olson advocated to have the evaluation committees include a developer and someone who works with low-income people. She asked when looking at the final RFP to set some caps. Ms. Olson asked the Council to offer more affordable units.

The Mayor closed public input when no one else came forward to speak.

Council Member Gartin asked what the pre-screening group was that Ms. Olson referred to. Ms. Vanessa Baker-Latimer noted that the internal staff makes sure that all the requirements are met, but a lot of the input came from the neighborhood and the community. She stated the RFP is a public document and welcomed any feedback.

Moved by Betcher, seconded by Rollins, to adopt RESOLUTION NO. 22-415 approving a Request

for Proposals (RFP) to solicit for a Partner Developer in connection with the development of Low-Income Housing Tax Credit (LIHTC) Units in the Baker Subdivision.

Roll Call Vote: 5-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

HEARING ON PROPOSED ZONING TEXT AMENDMENT TO REDUCE MEDICAL PARKING RATES FOR BUILDINGS LESS THAN 50,000 SQUARE FEET AND UPDATE MEDICAL OFFICE DEFINITIONS:

City Planner Justin Moore said that two options were being recommended. The first option was to lower the standard for buildings under 50,000 square feet in all areas of the City to four spaces per 1,000 except for the Hospital Medical Area and the Downtown Gateway Commercial district. Those two exclusions would have a parking rate of five spaces per 1,000 square feet. The second option was to reduce all medical service parking to four spaces per 1,000 square feet for all buildings under 50,000 square feet in all zones across the City.

Mayor Haila opened public input.

Linda Feldman, 1111 Stafford Avenue, Ames, stated she wanted to get clarification as to why parking is being reduced for the main central area for Hospital/Medical. She said that in 2011, McFarland Clinic received approval to have a building built on Carroll Avenue, and this caused the loss of homes and parking. Ms. Feldman mentioned it was awful between the neighborhood and the Hospital/Medical. It was agreed upon to have a roundtable discussion and they worked on developing a committee of five neighborhoods that surround the area to meet on a regular basis to try and work out some “vision” that everyone could agree on. She commented that the committee had not met since March 2020, due to the pandemic. One of the agreements that came out of the discussions was that anything that would affect their neighborhood again would trigger the Hospital/Medical personnel to contact the committee to have a meeting. She was surprised to see a Zoning Text Amendment change request and this had not been discussed with the Committee yet. Ms. Feldman said she would not be in favor of lowering the parking any more than what it already is. She explained that she would be supportive of what is being requested out on Dayton Avenue, but does not support any changes to the parking requirements in the Hospital/Medical Zone in the central area. She stated that the streets are already full of vehicles parking on the street.

The Mayor wanted to clarify that Ms. Feldman was against reducing the parking at the Hospital and the main McFarland clinic along 13th Street, but not in other areas of the community. Ms. Feldman noted that was correct.

The public hearing was closed when no one else came forward to speak.

The Mayor asked Director Diekmann to explain why the parking is being reduced. Director Diekmann explained that the City Council had referred a letter to staff from Mary Greeley Medical Center (MGMC) regarding a requested change in the required parking for Medical Office uses. MGMC wanted the parking rates to change for a new surgery center that they want to build on Dayton Avenue. The Mayor stated that the Hospital did not initiate the request, but something that

the City Council was doing to try to reduce some of the dependency on vehicles and not have as much paving. He said he doesn't believe the Hospital or McFarland clinic broke faith. Mayor Haila stated that if the standard gets reduced from seven spaces per 1,000 square feet to five spaces, could the main McFarland building build more without increasing parking. Director Diekmann indicated that the main McFarland clinic is five spaces per 1,000 as the clinic is already over 50,000 square feet.

Council Member Betcher commented that she was under the impression that the "Ring of Neighborhoods" were already contacted.

Council Member Rollins asked if the request tonight was time sensitive at all. Director Diekmann stated it is not tonight, but it will be within the next six weeks. Mr. Schainker asked if the Council could amend the proposed ordinance by allowing the change to be made for the area outside of the Hospital Medical and Downtown Gateway Commercial district and strike the rest of it until a decision could be made. City Attorney Mark Lambert said that all it would take would be a motion to approve what Mr. Schainker had mentioned and then approve the ordinance on first reading as amended. The amended ordinance would come back for the second and third readings.

Moved by Gartin, seconded by Betcher, to approve Option 1a and 1c in the staff report which are:

- 1a: Reduce medical parking to four spaces per 1,000 square feet for areas outside of the Hospital Medical Area and Downtown Gateway Commercial district.
- 1c: Revise the definitions to replace the term "clinic" with Medical Service Facility.

Vote on Motion: 5-0. Motion declared carried unanimously.

Moved by Gartin, seconded by Betcher, to approve on first reading the ordinance as amended.

Roll Call Vote: 5-0. Motion declared carried unanimously.

Moved by Betcher, seconded by Rollins, to have the City Manager meet with the "Ring of Neighborhoods" in the Hospital Medical Zone to re-establish contact and to address neighborhood concerns.

Vote on Motion 5-0. Motion declared carried unanimously.

AUTHORIZING THE IMMEDIATE TOWING OF VEHICLES ON SATURDAY, AUGUST 20, 2022, FROM MIDNIGHT TO 11:50 P.M. IN THE DESIGNATED AREA OF BEACH AVENUE WEST TO STATE AVENUE AND LINCOLN WAY SOUTH TO MORTENSEN AVENUE FOR CERTAIN ILLEGAL PARKING VIOLATIONS: Police Chief Geoff Huff said that on July 12, 2022, the City Council approved an ordinance to allow for the immediate towing of vehicles parked illegally when authorized by a City Council Resolution (Section 18.34 of the *Municipal Code*). The resolution that authorizes such towing must designate certain types of illegal parking subject to tow, along with specific dates, times, and geographic area subject to immediate towing. Chief Huff stated that staff is requesting a resolution authorizing the use of the immediate Towing Ordinance for certain areas and times on Saturday, August 20, 2022, from midnight to 11:59 p.m. in the following geographic areas: 1) Lincoln Way between Beach Avenue and State Street; 2)

State Street between Lincoln Way and Mortensen Avenue; 3) Mortensen Avenue between State Street and Beach Avenue; and 4) Beach Avenue between Mortensen Avenue and Lincoln Way. He further explained that the authorization to tow illegally parked vehicles for the following violations: 1) Alternate side parking violations; 2) No parking on one side of the street violations; 3) Yellow line violations; and, 4) Fire Hydrant violations. It was noted that staff does not intend to tow for overtime parking violations, absent a public safety risk. Chief Huff explained the different ways that the public will be notified and educated about the change.

Council Member Betcher stated on the list of violations that there is nothing about blocking sidewalks with vehicles and wanted to know if that was a safety concern. Chief Huff stated it is not, it is more of an inconvenience for the mobility impaired, but it has not been an issue for this event.

Moved by Corrieri, seconded by Betcher, to adopt RESOLUTION NO. 22-416 authorizing the immediate towing of vehicles on Saturday, August 20, 2022, from midnight to 11:59 p.m. in the designated area of Beach Avenue west to State Avenue and Lincoln Way south to Mortensen Avenue for certain illegal parking violations.

Roll Call Vote: 5-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

HEARING ON MAJOR SITE DEVELOPMENT PLAN FOR 1699 APPLE PLACE: Director Diekmann stated he was present if there were any questions.

Mayor opened public hearing and closed it when no one came forward to speak.

Moved by Betcher, seconded by Corrieri, to adopt RESOLUTION NO. 417 approving the Major Site Development Plan for 1699 Apple Place in the Old Orchard Mobile Home park.

Roll Call Vote: 5-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

HEARING ON REZONING, WITH MASTER PLAN, 798-500TH STREET FROM “A” (AGRICULTURAL) TO “FS-RL” (FLOATING SUBURBAN RESIDENTIAL LOW DENSITY): Moved by Corrieri, seconded by Gartin, to continue the hearing on the Rezoning, with Master Plan, of 798-500th Street from “A” (Agricultural) to “FS-RL” (Floating Suburban Residential Low Density) until August 9, 2022.

Vote on Motion: 5-0. Motion declared carried unanimously.

HEARING ON WATER TREATMENT PLANT FIVE-YEAR WELL REHABILITATION CONTRACT: The Mayor opened the public hearing and closed it when no one came forward to speak.

Moved by Gartin, seconded by Betcher, to adopt RESOLUTION NO. 22-418 approving the final plans and specifications and awarding a contract to The Northway Corporation of Marion, Iowa, in the amount of \$141,625.

Roll Call Vote: 5-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

HEARING ON STORY COUNTY EDGE OF FIELD PROJECT: The public hearing was opened by Mayor Haila. It was closed when no one came forward to speak.

Moved by Betcher, seconded by Corrieri, to adopt RESOLUTION NO. 22-419 approving the final plans and specifications and awarding a contract to Hands On Excavating, LLC, of Radcliffe, Iowa, in the amount of \$240,389.42.

Roll Call Vote: 5-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

HEARING ON BOILER TUBE SPRAY COATING & RELATED SERVICES FOR POWER PLANT: Mayor Haila opened the public hearing and closed it when no one came forward to speak.

Moved by Betcher, seconded by Rollins, to adopt RESOLUTION NO. 22-420 approving the final plans and specifications and awarding a contract to Integrated Global Services Inc., of Richmond, Virginia, in an amount not to exceed \$435,000.

Roll Call Vote: 5-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

HEARING ON BOILER MAINTENANCE SERVICES CONTRACT FOR POWER PLANT: The public hearing was opened by Mayor Haila. It was closed when no one came forward to speak.

Moved by Rollins, seconded by Betcher, to adopt RESOLUTION NO. 22-410 approving the final plans and specifications and awarding a contract to TEiC Construction Services, Inc., of Duncan, South Carolina, in an amount not to exceed \$325,000.

Roll Call Vote: 5-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

PROPOSED AMENDMENT TO THE CITY'S PLANNING PROJECT REVIEW AND NOTIFICATION PROCESS AND APPROVAL PROCESS RELATED TO CHAPTERS 20 AND 29 OF THE AMES MUNICIPAL CODE: Moved by Betcher, seconded by Gartin, to pass on second reading an ordinance on the Proposed Amendment to the City's Planning Project Review and Notification Process and Approval Process related to Chapters 20 and 29 of the *Ames Municipal Code*.

Roll Call Vote: 5-0. Motion declared carried unanimously.

ORDINANCE INCREASING FINES FOR NUISANCE PARTIES ON CERTAIN OCCASIONS: City Attorney Mark Lambert said this was passed on all three readings at the last Council Meeting; however, there were not enough votes to suspend the rules. In order to suspend the rules, it required at least five votes and the vote passed at only four votes. Essentially the second and third votes were null and void.

Moved by Gartin, seconded by Rollins, to pass on second reading an ordinance increasing fines for nuisance parties on certain occasions.

Vote on Motion: 4-1. Voting Aye: Betcher, Corrieri, Gartin, Rollins. Voting Nay: Junck. Motion declared carried.

Moved by Corrieri, seconded by Betcher, to suspend the rules necessary for the adoption of an ordinance.

Roll Call Vote: 4-1. Voting Aye: Betcher, Corrieri, Gartin, Rollins. Voting Nay: Junck. Motion failed.

DISPOSITIONS OF COMMUNICATIONS TO COUNCIL: The Mayor indicated that there were six items to review. The first item was a memo from Chief of Police Geoff Huff that provided recommendations from Policing in Ames.

City Manager Steve Schainker noted the memo from Chief Huff was an update only and no action was required.

The second item was a letter from Charli Hanway, Ames Resident requesting the City Council to consider creating a pollinator habitat at the Ames Solar Farm.

Municipal Engineer Tracy Peterson explained that Public Works has been working with the Electric Department to plant pollinators at the Solar Farm.

Moved by Gartin, seconded by Junck, to ask staff to respond to the letter from Charli Hanway letting them know what the City is going to be doing.

The third item was an email from Sue Ravenscroft, Ames Resident, voicing her concerns regarding the proposed alternate locations for the Indoor Aquatic Center.

This was already discussed earlier, and no action was taken.

The fourth item was an email from Lorna Carroll, Ames Resident request to have a “Lights Out Ames” day to increase awareness of migratory birds and the implications of artificial nighttime lighting.

Municipal Engineer Tracy Peterson mentioned that the City of Ames has achieved three years of bird friendly certification. She explained there is a committee working on different action items and one of them is for having a “Lights Out Ames” day.

Moved by Gartin, seconded by Rollins, to ask staff to reply to Ms. Carroll letting her know that a process is already in place and how the committee will be proceeding.

The fifth item was a memo from Kelly Diekmann, Director of Planning and Housing providing an

update to a previous request from John Gade for the City to waive its platting authority within two miles of the Ames City Limits in the Urban Fringe area.

Moved by Betcher, seconded by Gartin, to place the memo from the Planning and Housing Director Kelly Diekmann on a future Agenda.

Vote on Motion: 4-1. Voting Aye: Betcher, Gartin, Junck, Rollins. Voting Nay: Corrieri. Motion declared carried

The last item was a memo from Damion Pregitzer, Traffic Engineer, providing information on the process and cost to rename the Ames Municipal Airport.

Moved by Betcher, seconded by Rollins, to place the memo from Mr. Pregitzer on a future Agenda for discussion

Vote on Motion: 5-0. Motion declared carried unanimously.

COUNCIL COMMENTS: None.

ADJOURNMENT: Moved by Betcher, seconded by Corrieri, to adjourn the meeting at 10:20 p.m.

Vote on Motion: 5-0. Motion declared carried unanimously.

Amy L. Colwell, Deputy City Clerk

John A. Haila, Mayor

Diane R. Voss, City Clerk

MINUTES OF THE SPECIAL REGULAR MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

JULY 29, 2022

The Special Meeting of the Ames City Council was called to order by Mayor John Haila at 1:32 p.m. on the 29th day of July, 2022. As it was impractical for the Mayor and Council Members to participate in the meeting in person, Mayor Haila and Council Members Gloria Betcher, Bronwyn Beatty-Hansen, Amber Corrieri, Tim Gartin, and Anita Rollins were brought in via zoom. Council Member Rachel Junck and *Ex officio* Member Bryce Garman were absent.

ORDINANCE INCREASING FINES FOR NUISANCE PARTIES ON CERTAIN OCCASIONS: Moved by Corrieri, seconded by Betcher, to pass on third reading and adopt ORDINANCE NO. 4473 increasing fines for nuisance parties on certain occasions.

Roll Call Vote: 5-0. Ordinance declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

DISPOSITIONS OF COMMUNICATIONS TO COUNCIL: None

COUNCIL COMMENTS: None.

ADJOURNMENT: Moved by Betcher, seconded by Beatty-Hansen, to adjourn the meeting at 1:36 p.m.

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

Amy L. Colwell, Deputy City Clerk

John A. Haila, Mayor

Diane R. Voss, City Clerk



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input type="checkbox"/>	1 st – 15 th
	<input checked="" type="checkbox"/>	16 th – End of Month
Month & Year:	July 2022	
For City Council Date:	August 9, 2022	

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purchasing Contact (Buyer)
Electric Services	Purchase of Transformers	2	\$175,374.99	RESCO	\$251.89	\$616.81	D. Kom	AM
Electric Services	Purchase of Transformers	3	\$175,374.99	RESCO	\$868.70	\$241.16	D. Kom	AM
Public Works	Engineering Services for 2020/2021 Airport Improvements (Electrical Vault)	2	\$64,000.00	Bolton & Menk, Inc.	\$46,200.00	\$1,200.00	D. Pregitzer	KS
Public Works	2020/21 Shared Use Path System Expansion (S. 16 th Street to S. Grand Avenue)	2	\$46,138.00	Bolton & Menk, Inc.	\$1,600.00	\$5,106.00	D. Pregitzer	KS
Electric Services	Purchase of Transformers	4	\$175,374.99	RESCO	\$1,109.86	\$187.83	D. Kom	AM
Electric Services	Cable & Wire for Electric Services	1	\$116,180.60	WESCO Distribution Inc.	\$0.00	\$4,435.26	D. Kom	AM

Electric Services	SE 16 th St & S Duff Ave Transmission Modifications	2	\$529,140.38	IES Commercial Inc.	\$0.00	\$0.00 Extend Completion to August 1, 2022	L. Cook	AM
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**MINUTES OF THE REGULAR MEETING OF THE
AMES CIVIL SERVICE COMMISSION**

AMES, IOWA

JULY 28, 2022

The Regular Meeting of the Ames Civil Service Commission was called to order by Chairperson Mike Crum at 8:15 AM on July 28, 2022. As it was impractical for the Commission members to attend in person, Commission Chairperson Mike Crum and Commission Members Kim Linduska and Harold Pike were brought in telephonically.

APPROVAL OF MINUTES OF JULY 12, 2022: Moved by Pike, seconded by Linduska, to approve the Minutes of the July 12, 2022, Special Service Commission meeting.
Vote on Motion: 3-0. Motion declared carried unanimously.

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

<u>Police Officer</u>	Brenda Dao	80
	Aspen Whyle	74
	Maxwell Smalley	72
	Daniel Simcox	Carried over from exhausted list
	Chad Traver	Carried over from exhausted list
	Luke Gibbs	Carried over from exhausted list
<u>Recreation Coordinator</u>	Timothy Brunner	80
	Bryce Benedict	76
<u>WPC Laboratory Analyst</u>	Maureen Maroney	86
	Christian Roberts	80
	Jason Peterson	78

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

COMMENTS: The next Regular Meeting of the Ames Civil Service Commission is scheduled for August 25, 2022, at 8:15 AM.

ADJOURNMENT: The meeting adjourned at 8:20 AM.

Michael R. Crum, Chairperson

Diane R. Voss, City Clerk



State of Iowa

Alcoholic Beverages Division

Item No. 5

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Hy-Vee, Inc.	Hy-Vee Gas #5013	(515) 292-5580		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
4018 West Lincoln Way		Ames	Story	50014
MAILING ADDRESS	CITY	STATE	ZIP	
5820 Westown Pkwy	West Des Moines	Iowa	50266	

Contact Person

NAME	PHONE	EMAIL
Kelly Palmer	(515) 267-2949	kpalmer@hy-vee.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BC0029616	Class C Beer Permit	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Sep 1, 2021	Aug 31, 2022	

SUB-PERMITS

Class C Beer Permit, Class B Wine Permit



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Randy Edeker	Urbandale	Iowa	50322	CEO, President	0.00	Yes
Michael Jurgens	Des Moines	Iowa	50312	Vice President, Secretary	0.00	Yes
Andrew Schroeder	Johnston	Iowa	50131	Vice President, Accounting	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



Applicant

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

Contact Person

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

License Information

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



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

No Ownership information found

Insurance Company Information

INSURANCE COMPANY

Specialty Risk of America

POLICY EFFECTIVE DATE

OUTDOOR SERVICE EFFECTIVE DATE

Sep 16, 2022

POLICY EXPIRATION DATE

OUTDOOR SERVICE EXPIRATION DATE

Sep 18, 2022

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

MEMO



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

The Council agenda for August 9th, 2022, includes beer permits and liquor license renewals for:

- **Hy-Vee Gas #5013** (4018 Lincoln Way) - Class C Beer Permit with Class B Wine Permit and Sunday Sales
- **Inside Golf** (2801 Grand Ave #1075) - Class C Liquor License with Sunday Sales
- **Iowa State Center – CY Stephens** (1900 Center Dr) - Class C Liquor License with Catering Privilege, Outdoor Service and Sunday Sales
- **Kwik Stop Liquor & Groceries** (125 6th St) Class E Liquor License with Class B Wine Permit, Class C Beer Permit (carryout beer) and Sunday Sales

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

COUNCIL ACTION FORM

SUBJECT: **HOOVER AVENUE PARKING ORDINANCE**

BACKGROUND:

During the public outreach for the pavement improvement project taking place on Hoover Ave, several public comments were received regarding the parking regulations on Hoover Avenue. In evaluating these comments, staff found that the main issue is that parking is allowed on both sides of the roadway from 24th Street to 30th Street, where the pavement width is only 31 feet. Current standards would allow parking on only one side for a road of this width.

To address these issues, promote safety, and create consistent parking regulations along the entire Hoover Avenue corridor, staff has prepared the following proposed parking restrictions:

- Prohibit parking at all times on the east side of Hoover Avenue from 24th Street to 30th Street
- Prohibit parking at all times on the east side of Hoover Avenue from Bloomington to Top-O-Hollow Road

A map indicating the areas affected is attached. These sections of Hoover Avenue experience very low on-street parking with the majority of parking typically occurring on the west side of the roadway. **Letters were sent to all properties in the corridor to notify them of the proposed change. Only one comment was received by staff, which was in favor of the change.**

ALTERNATIVES:

1. Direct the City Attorney to draft an ordinance that prohibits parking at all times on the east side of Hoover Avenue from 24th Street to 30th Street and from Bloomington Road to Top-O-Hollow Road.
2. Do nothing.

CITY MANAGER'S RECOMMENDED ACTION:

The width of Hoover Avenue, except from 30th Street to Bloomington Road, does not meet the current standards to allow parking on both sides of the street. After reviewing the prevailing parking patterns, staff believes the proposed ordinance will improve safety and traffic flow. Letters have been sent to the affected adjoining properties and no objections have been received.

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



Hoover Avenue Parking Ordinances

- - - Existing Prohibited Parking
- Proposed Prohibited Parking



1 inch = 750 feet

Date: 7/18/2022



City of Ames Fireworks Permit Application



PERMIT TO DISPLAY FIREWORKS APPLICATION

Name of Event ISU 2022 Football Flames & Pyrotechnics

Date & Time of Event See Attached Rain Date & Time TBD

Applicant Name Nathan Terry Phone 515.294.4653

Email nterry@iastate.edu

Organization Name ISU Athletics Marketing

Address 1800 S. 4th St., Jacobson Athletics BLDG

City Ames State IA Zip Code 50011

Contact for Day of Display Nathan Terry Phone 515.451.4876

Exact location of shoot/display Jack Trice Stadium - NW Endzone

Attach diagram of display location

Size of shells and/or type of display No Shells - Flames & Pyrotechnics

Attach effects list or schedule

Name of Display Operator/Responsible Shooter Kelm Brueschke
(This person is to be present on the day of the event.)

Attach a resume showing pyrotechnic certification/qualifications

Phone number for Display Operator/Responsible Shooter 515.321.2761

Name of Insurance Company Britton Gallagher - Everest indemnity
See below for detailed information about insurance requirements.

* Display sites are subject to examination by the City Fire Inspector or his/her designee. The Ames Fire Department has authority to cancel/postpone any display if it is determined that there are safety concerns.

Applicant Signature Nathan Terry Date 7.18.2022

Display Operator Signature Kelm Brueschke Date 7/14/2022

City of Ames Insurance Requirements:

- Comprehensive General Liability limits in the amount of \$1,000,000 combined single limit and Excess Liability limits in the amount of \$5,000,000. Coverage shall be at least as broad as the ISO Form Number 00001 covering commercial general liability written on an occurrence basis only.
- Applicant and/or Sponsor must be named as certificate holder(s).
- The City of Ames, its officers and employees must be named as additional insured.
- A copy of the current insurance certificate must be filed with the City Clerk.

NOTE: This application not to be used for displays originating on Iowa State University property.

Submit your completed permit application to: diane.voss@cityofames.org
 City of Ames
 City Clerk's Office
 PO Box 811
 Ames, IA 50010

For displays on property owned by Iowa State University, an alternate application must be submitted to ISU Risk Management at least six (6) weeks prior to the event. Please refer to forms and information found at: <http://www.riskmanagement.iastate.edu/events/fireworks> or contact the ISU Office of Risk Management at 515-294-7711.

For Office Use Only

Documents Received

Date: 7.21.22

Completed Application

Sketch

ISU Property

Fee

___ Fee \$25.00

Date Fee Paid _____

Insurance

Received 7.28.22

Approved 7.28.22

Follow Up

Application approved

Fire Inspector approved

Permits database updated

Permit Letter prepared

Letter copied and mailed

City Council Meeting

Added to Agenda 8-9-22

___ City Council Approved

Permit Number 22-02

Special Conditions:

Application Denial Reasons:

8-9-22

cc mtg.

ISU Fireworks Permit Application

Fireworks, Pyrotechnics or Flame Effects Application Iowa State University of Science and Technology

Applicant Information

Name of Event: Iowa State University - 2022 Football Season
Name of Organization Sponsoring Event: ISU Athletic Marketing - Football
Address of Organization: 1800 South 4th Street, Jacobson Athletics Building
Name of Applicant: Nathan Terry
Phone: 515.294.4653 Fax: _____ E-Mail: nterry@iastate.edu

Event Information

Event Location: Jack Trice Stadium - See Attached Aerial View Estimated attendance: 65,000
Event Date: See Attached Time: TBD a.m./p.m. Alternate Date (rain date) for event: _____
Organization's on-site manager or contact for day of Display: Nathan Terry
Phone: 515.451.4876 Fax: _____ E-Mail: nterry@iastate.edu

Firework Display Information: Attach a copy of the Display Operator credentials and applicable U.S. DOT requirement information for transportation with this application

Display Operator (company name): Kelm Brueschke
Address: 4104 83rd Street
City: Urbandale State: IA Zip Code: 50322
Work-week Phone: 515.321.2761 Fax: _____ E-Mail: kelmbrueschke@gmail.com
Operator Name for day of Display: Kelm Brueschke Cell Phone: 515.321.2761
Other Contact for day of Display: Jake Amsden Cell Phone: 515.991.9719

NOTE: Electronic firing ONLY

Type of Fireworks: G-Flames - Close Proximity Pyrotechnics Attach Display Program
Length of Display: 3 minutes or less
Fireworks Supplier: J&M Displays
Exact Location of Display: Jack Trice Stadium - See Attached Aerial View Attach Diagram of Display/Shoot Location

Insurance Requirements: Insurance coverage and certificate requirements are on the back of this form.

Student Organizations Only: Submit an Event Authorization and Notification Form with other event documents (including this application) at least 6 weeks prior to the event.

The display operator, EH&S and ISU Police will monitor weather conditions prior to and during the display event. EH&S, ISU Police or the Ames Fire Department have the authority to cancel or postpone any display if they determine there is not strict adherence to the approved application; or there is lightning, wind gusts or inclement weather that will cause risks to the crowd or surrounding property.

<u>7.18.2022</u> Date	<u>Nathan Terry</u> Sponsoring Organization Representative Signature <i>I have read and agree to the responsibilities stated in the ISU Fireworks, Pyrotechnics and Flame Effects Procedures and also agree that I will meet all insurance requirements listed on this application and that this insurance will be primary.</i>
<u>7/14/2022</u> Date	<u>Kelm P Brueschke</u> Display Operator Representative Signature
APPROVAL SIGNATURES:	
_____ Date	_____ Environmental Health and Safety
_____ Date	_____ ISU Police
_____ Date	_____ City of Ames Fire Inspector
_____ Date	_____ Office of Risk Management

Submittal Instructions on Page 2

Show Details:

Event Name: Iowa State University – 2022 Football Season

Organization: Iowa State University Athletics Marketing

Contact: Mary Pink & Nathan Terry

Address: Intercollegiate Athletics Marketing Office, Jacobson Athletic Building
Ames, IA 50011-1140

Phone: 515.294.1534 **Fax:** 515.294.2988 **Email:** mpink@iastate.edu
515.294.4653 **Fax:** 515.451.4876 **Email:** nterry@iastate.edu

Venue: Jack Trice Stadium – See Attached Aerial View for Effects

Responding Fire Department: Ames Fire Department - Ames, IA

Show Dates/Times: - 2022 Football Season Schedule

- Game 1: Saturday September 3rd, 2022 – TBA (Southeast Missouri)
- Game 2: Saturday September 17th, 2022 – TBA (Ohio)
- Game 3: Saturday September 24th, 2022 – TBA (Baylor)
- Game 4: Saturday October 8th, 2022 – TBA (Kansas State)
- Game 5: Thursday October 27th, 2022 – TBA (Oklahoma)
- Game 6: Saturday November 5th, 2022 – TBA (West Virginia)
- Game 7: Saturday November 19th, 2022 – TBA (Texas Tech)

Duration of Show: Less than 3 minutes

Lead Display Operator:

Kelm Brueschke – Credentials – See Attached

- PGI Certified Shooter/Trainer
- Nebraska Fireworks License
- Cell Phone: 515.321.2761

Back-up Display Operator:

Jake Amsden – Credentials

- PGI Certified Shooter
- Cell Phone: 515.991.9719

Pyrotechnic Products Proposed – Games 1, 2, 3, 4, 5, 6 & 7:

Quantity	Type/Class	Description
4	Indoor/Outdoor	Flame Heads – 4 Galaxis G-Flame Propane/Canister Systems

Pyrotechnic Products Proposed – No Games identified, but will do this if a night game comes up:

Quantity	Type/Class	Description
50	Close Prox (1.4g)	100mm Mines
50	Close Prox (1.4g)	48mm Mines
50	Close Prox (1.4g)	40mm Comets
50	Close Prox (1.4g)	30mm Comets
50	Close Prox (1.4g)	1 x 65' Gerbs
50	Close Prox (1.4g)	1 x 50' Gerbs

COUNCIL ACTION FORM

SUBJECT: REQUESTS FOR BACK TO SCHOOL BASH IN CAMPUSTOWN

BACKGROUND:

Ames Chamber of Commerce plans to hold its first annual “Back to School Bash” on September 29, 2022. The event involves activities for families and students, with live music and a beer garden. Organizers plan to close the 200 block of Welch Avenue (from Chamberlain to Hunt Street) and Chamberlain Street from Welch Avenue to the Chamberlain Lot Y exit from approximately noon to 11:00 p.m.

Reserved spaces in Welch Lot T will not be affected and those users will be able to enter and exit their spaces through the alley west of Welch Avenue. Fire Station #2 will not be affected by the arrangement of these closures. The overall area affected by the event is similar to the area used for Summerfest in Campustown.

Organizers are requesting the following for September 29:

- Closure of the 200 block of Welch Avenue and Chamberlain Street from Welch Avenue to the exit of Chamberlain Lot Y between noon and 11:00 p.m.
- Closure of parking spaces in the 200 block of Welch Avenue, on Chamberlain Street between Welch Avenue and the Chamberlain Lot Y exit, Welch Lot T, and Chamberlain Lot Y between 12:00 p.m. and 11:00 p.m.
- Access to City-owned electric outlets and waiver of fees for electricity use (approximately \$5 loss of revenue)
- Blanket Temporary Obstruction Permit
- Blanket Vending License and waiver of fee (\$50 loss to City Clerk’s Office)
- Approval of 5-Day Special Class C Liquor License with Outdoor Service

Ames Chamber of Commerce is also requesting a closure of 51 metered parking spaces in the 200 block of Welch Avenue, on Chamberlain Street between Welch Avenue and the Chamberlain Lot Y exit, Welch Lot T, and Chamberlain Lot Y between noon and 11:00 p.m., and a waiver of parking meter fees and enforcement (Loss of approximately \$82.50 to Parking Fund). **The City Council’s policy regarding parking waivers is to consider requests such as this one on a case-by-case basis, as opposed to requiring reimbursement for lost parking revenue. Lost parking**

revenue is only required to be reimbursed under this policy when the parking waiver is District-wide.

The Special Class C Liquor License will facilitate a fenced-in beer garden, which will only be open to patrons 21 years of age and older, and to children under 18 who are accompanied by a parent who is 21 years of age or older (with the permission of the event organizers).

The Ames Chamber of Commerce is providing liability insurance coverage for this event. Police Department staff will issue a Noise Permit for the event. Ames Chamber of Commerce will contact affected businesses by going door-to-door, distributing flyers, and through email contacts.

ALTERNATIVES:

1. Approve the requests as outlined above for Back to School Bash on September 29, including the waiver of fees.
2. Approve the requests, but require reimbursement to the City for lost parking meter revenue, a blanket Vending License, and the usage of electricity.
3. Do not approve the requests.

CITY MANAGER'S RECOMMENDED ACTION:

The proposed event resembles the Summerfest event previously held by the Chamber in Campustown. That event model has been demonstrated to be a safe and successful activity. This event will help promote Campustown and provide entertainment for residents.

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



Ames™
CHAMBER OF COMMERCE

Smart Choice

July 15, 2022

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

Dear Mayor Haila and Members of the Ames City Council,

The Ames Chamber of Commerce plans to host our inaugural Back to School Bash, located within the Campustown Business District, on September 29, 2022 from 4pm-9pm.

Specific information about the event can be found on the included Special Event Application. Additionally, we request a temporary obstruction permit and a waiver of fees for the Blanket Vendor Permit and parking lot T.

Thank you for your consideration of this request. We look forward to seeing you at the upcoming Back to School Bash.

Sincerely,

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



For Office Use Only

Documents Received

Date: 7-15-22

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

Special Events Meeting

Date: 7-26-22

Time: 1:30

Room: 235

Documents Sent:

- Alcohol License ABD
- Fireworks Permit
- Road Race Permit
- TOP
- Vending Permit
- Other: NOISE

Departments Included

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

CAA: Sarah Dvorsky
 AMIS: Sarah Dvorsky
 ISU: Events
 Authorization Committee

City Council Meeting

Date: 8-9-22

Added to Agenda with CAF Approved Y N

Reminder Date

SPECIAL EVENT APPLICATION

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

Event Name: Back to School Bash

Location/Address: Campustown

Region (Select one or more)

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

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

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

director@amesdowntown.org
 sarahd@ameschamber.com
 eventauthorization@iastate.edu

TIMELINE

Setup Date: 9/29/2022 Time: 12:00 pm

M T W R F Sa Su

Event Starts Date: 9/29/2022 Time: 4:30 pm

M T W R F Sa Su

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

The Ames community comes together to kick-off another great school year. This will be a "Back to School Bash" themed event that will have live music and beverages for purchase.

Event Ends Date: 9/29/2022 Time: 9:00 pm

M T W R F Sa Su

Teardown Complete Date: 9/29/2022 Time: 11:00 pm

M T W R F Sa Su

Event Category

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

Rain Date: Rain Location: N/A

Yes No

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

CONTACTS

Sponsor/Applicant Name

Address

City State Zip Code

Daytime Phone Cell Phone

E-mail

Alternate Contact Name

Daytime Phone Cell Phone

E-mail

ATTENDANCE

Anticipated Daily Attendance

Yes No

Is this event open to the public?

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

ORGANIZATION STATUS/PROCEEDS

- For-Profit
- Bona Fide Tax Exempt
- Nonprofit

Yes No

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

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

Percentage of net proceeds going towards fundraising %

Percentage of net proceeds going towards for-profit entity %

SECURITY

Ames Police Department 24 hour non-emergency phone number: 515-239-5133

Please complete the course at <https://www.crowdmanagers.com/training> for crowd management training.

Yes No

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

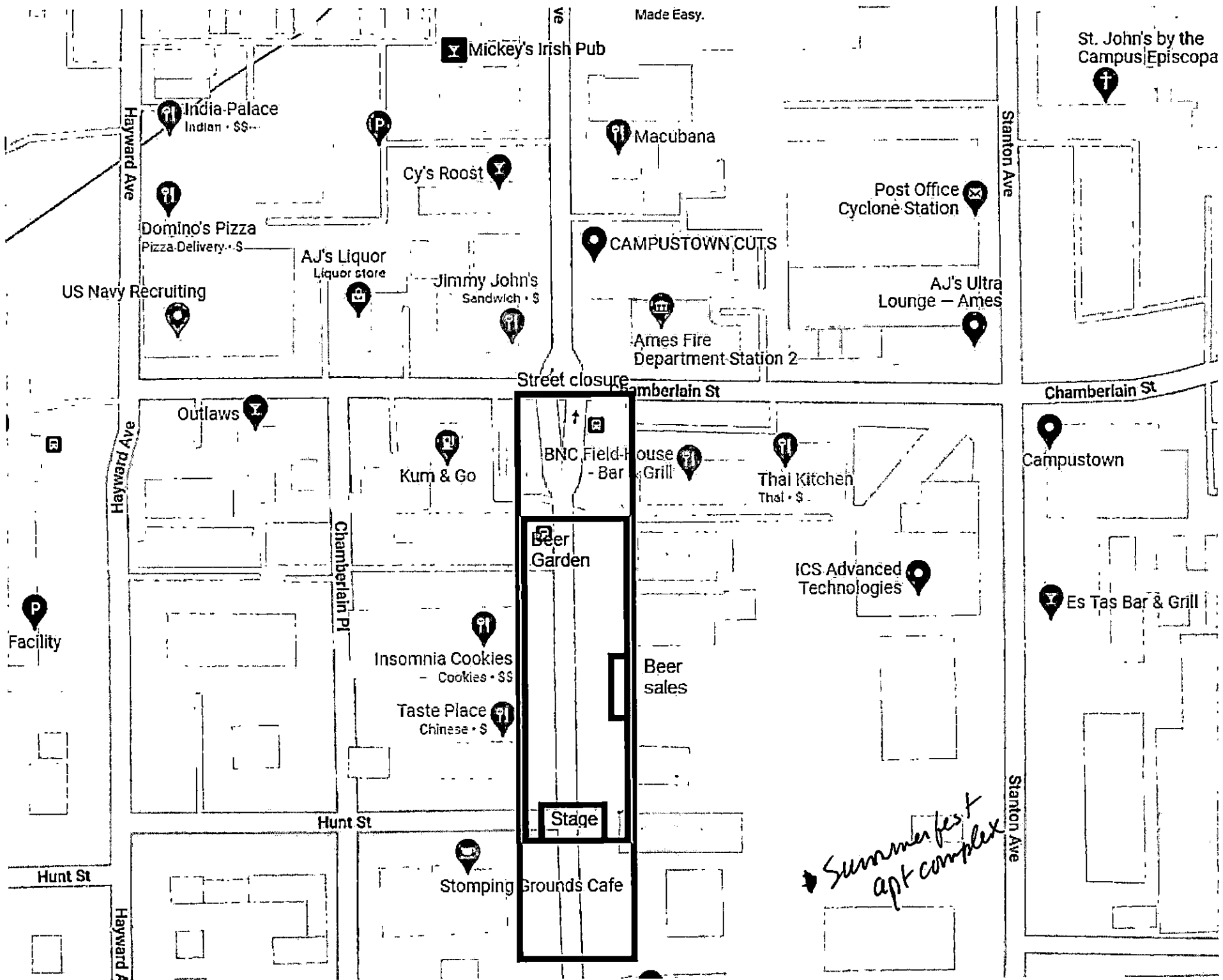
Security Organization

Address

City State Zip Phone

Email

10-12 Security
8-10 Staff members



Mickey's Irish Pub

India-Palace
Indian • \$\$

Domino's Pizza
Pizza-Delivery • \$

AJ's Liquor
Liquor store

Jimmy John's
Sandwich • \$

Macubana

Post Office
Cyclone Station

CAMPUSTOWN CUTS

Ames Fire
Department Station 2

AJ's Ultra
Lounge - Ames

St. John's by the
Campus/Episcopa

US Navy Recruiting

Street closure

Chamberlain St

Chamberlain St

Outlaws

Kum & Go

BNC Field House
- Bar

Grill

Thai Kitchen
Thai • \$

Campustown

Beer
Garden

ICS Advanced
Technologies

Es Tas Bar & Grill

Facility

Insomnia Cookies
- Cookies • \$\$

Beer
sales

Taste Place
Chinese • \$

Stage

Hunt St

Hunt St

Stomping Grounds Cafe

Summer fest
apt complex

Stanton Ave

Hayward A



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
AMES CHAMBER OF COMMERCE	Ames Chamber of Commerce	(515) 232-2310		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
Welch Avenue		Ames	IA	50014
MAILING ADDRESS	CITY	STATE	ZIP	
304 Main Street	Ames	Iowa	50010	

Contact Person

NAME	PHONE	EMAIL
Emory Widlowski	(515) 782-8952	emory@ameschamber.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Liquor License	5 Day	Pending Dramshop Review

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

SUB-PERMITS
Special Class C Liquor License

PRIVILEGES
Outdoor Service



Status of Business

BUSINESS TYPE

Non-Profit Association

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Emory Widlowski	Ames	Iowa	50010	Events Coordinator	0.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Ames Chamber of Commerce	42-0623975	Ames	Iowa	50010	100.00

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

COUNCIL ACTION FORM

SUBJECT: **REQUESTS FOR ECOFAIR 2022**

BACKGROUND:

City staff is planning to host the 2022 EcoFair from 9:00 a.m. to 1:00 p.m. on Saturday, October 1. This year's event will host vendors focused to educate citizens of all ages about sustainability, water quality, water conservation, energy conversation, environmental, and climate change. In addition to the traditional arrangements for EcoFair, staff is planning to host food trucks.

To facilitate this event, City staff has requested the following:

- Closure of Fifth Street from Pearle Avenue to Clark Avenue from 7:00 a.m. on to 2:00 p.m. on Saturday, October 1.
- A blanket Temporary Obstruction Permit
- A blanket Vending License and waiver of fee (\$50 loss to City Clerk's Office)
- Closure of 35 metered parking spaces along Fifth Street from 7:00 a.m. to 2:00 p.m. on Saturday, October 1, and waiver of fees (Estimated loss to Parking Fund of \$43.75)

Staff plans to notify affected businesses along Fifth Street by distributing postcards.

ALTERNATIVES:

1. Approve the requests for EcoFair on Saturday, October 1, as outlined above.
2. Approve the requests but require the event budget to be used to reimburse the lost revenues for the Vending License and parking waiver.
3. Do not approve the requests.

CITY MANAGER'S RECOMMENDED ACTION:

EcoFair is an annual event that connects the Ames Community with City Staff and sustainability experts who provide a range of resources focused on reducing energy consumption and water, land, and resource conservation. The EcoFair furthers the City Council's Goal to expand Sustainability Efforts.

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



SPECIAL EVENT APPLICATION

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

Event Name

Location/Address

Region (Select one or more)

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

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

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

director@amesdowntown.org
 sarahd@ameschamber.com
 eventauthorization@iastate.edu

TIMELINE

Setup Date Time M T W R F Sa Su

Event Starts Date Time M T W R F Sa Su

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

Annual City of Ames EcoFair with vendors focused to educate about sustainability, water quality, water conservation, energy conservation, environmental, climate change through citizen outreach for all ages.

Event Ends Date Time M T W R F Sa Su

Teardown Complete Date Time M T W R F Sa Su

Event Category

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

Rain Date Rain Location

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

CONTACTS

Sponsor/Applicant Name

Address

City State Zip Code

Daytime Phone Cell Phone

E-mail

Alternate Contact Name

Daytime Phone Cell Phone

E-mail

ATTENDANCE

Anticipated Daily Attendance

Yes No

Is this event open to the public?

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

ORGANIZATION STATUS/PROCEEDS

- For-Profit
- Bona Fide Tax Exempt
- Nonprofit

Yes No

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

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

Percentage of net proceeds going towards fundraising %

Percentage of net proceeds going towards for-profit entity %

SECURITY

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

Yes No

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

Security Organization

Address

City State Zip Phone

Email

ITEM#: 12
DATE: 08-09-22

COUNCIL ACTION FORM

**SUBJECT: SET PUBLIC HEARING DATE FOR SUMMIT
AG LAND LEASE AT AMES MUNICIPAL AIRPORT**

BACKGROUND:

In September of 2021, Summit Ag began the approval process for building a new private hangar at the Ames Municipal Airport. Since that time, Summit Ag has gone through the City's Development Review Committee (DRC) for two different potential sites at the Airport. After settling on a specific site, Summit Ag has a conditionally approved site plan for the area of the Airport where the old ramp service hangar building is located (see attached map). The conditions for site plan approval include a Federal Aviation Administration (FAA) airspace study, a Development Agreement, and approval of this long-term land lease. **This Summit Ag lease was prepared following the same standard lease terms that were used for the five leases that were approved by City Council on June 28, 2022.**

Due to the significant investment Summit Ag is making by building an estimated \$4.5 to \$5 million facility, the requested lease term is for 50 years. The lease will be broken into five-year fee schedules that are updated using the Consumer Price Index for All Urban Products (CPI-U) ever five years through the duration of the lease. It should be noted that all private hangar leases pay the same land value rate based on the square footage of their respective building.

Because of the length of the land lease, Iowa Code requires that a public hearing be held in advance of the approval. Therefore, staff is requesting that a public hearing be set for August 23, 2022, for the land lease. At that same meeting, City Council will have the final development agreement presented for approval.

ALTERNATIVES:

1. Set the Public Hearing date of August 23, 2022, for the long-term private hangar land lease for Summit Ag at the Ames Municipal Airport.
2. Reject the request to build a new hangar at the Airport.

CITY MANAGER'S RECOMMENDED ACTION:

By setting the public hearing date and moving forward with this development, the Ames Municipal Airport will be able to potentially build the first new private hangar at the Airport in approximately 40 years. **Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.**



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, City of Ames, IA



ArcGIS Web Map

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



ITEM # 13
DATE: 08-09-22

COUNCIL ACTION FORM

SUBJECT: ENCROACHMENT PERMIT FOR PLANTER BOXES OUTSIDE THE BUILDING AT 301 MAIN STREET, SUITE 105

BACKGROUND:

The tenant in the building at 301 Main Street, Suite 105, Life Distilled LLC is seeking approval for three planter boxes outside the building that are 18" X 18" X 24" and would contain seasonal plantings in front of the store.

Chapter 22.3(3) of the *Ames Municipal Code* requires approval of the Encroachment Permit Agreement by the Ames City Council before the Permit can be issued. By signing the Agreement, the applicant and owner agree to hold harmless the City of Ames against any loss or liability as a result of the encroachment, to submit a certificate of liability insurance that protects the City in case of an accident, and to pay the fee for the Encroachment Permit. The applicant and owner also understand that this approval may be revoked at any time by the City Council. The fee for this permit was calculated at \$25, and the full amount has been received by the City Clerk's Office along with the certificate of liability insurance.

ALTERNATIVES:

1. Approve the request.
2. Deny the request.

MANAGER'S RECOMMENDED ACTION:

It is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby granting the Encroachment Permit for the planter boxes.

COUNCIL ACTION:



For Office Use Only

Documents Received

Date: 7-26-22
X Completed Application
X Certificate of Inspections sent to PW, P&H, Building 8-1-22
Official on
X Review by DRC needed?

ENCROACHMENT PERMIT APPLICATION

An Encroachment Permit approved by the Ames City Council is required for anything of a "fixed character" which is "upon, over or under" the surface of any "street, alley, or sidewalk."

Applicant is: Property Owner Tenant Contractor

Applicant Name Jennifer Pollard
Address of Encroachment 301 Main Street, Suite 105
City Ames State IA Zip Code 50010

Fees
Fee Amount Requested 8.2
Date Fee Paid

Type of Encroachment: Box planters
(If the encroachment is a sign, please apply for a sign permit through the Inspections Division.)
Total Square Feet of the Area to Encroach: 12 sq. ft.
(See attached submittal guidelines.)

Insurance
X Received 7-20-22
X Approved 7-20-22

Property Owner Name 301 Main, LLC
Mailing Address PO Box 1611
City Ames State IA Zip Code 50010-1611
Daytime Phone 515.598.7525 Cell Phone 515.509.0370
E-mail: Abigail.Miller@oeiinc.com

Agreement
X Two originals prepared
X Signed agreements returned 8.5.22
Meeting Date 8.9.22
X Added to agenda
X CAF prepared on T Drive

These items must be submitted with your application prior to approval of the permit:

- An Encroachment Permit Agreement approved as to form by the City Attorney and signed by the owner of the building where the encroachment will occur (obtained from the City Clerk's Office).
A sketch of the encroaching item (i.e., sign, canopy, awning, etc.) drawn to scale.
A sketch showing the placement of the encroaching item on the property.
An insurance certificate with comprehensive general liability coverage in an amount of not less than \$500,000 combined single limit naming the City of Ames as an additional insured on the policy. Said certificate must be accompanied with a copy of Endorsement CG 2013.
A fee to be determined by the City's Building Official. The fee is \$1.00 per square foot of the encroachment or a minimum of \$25.00.

Follow Up

- Application approved
Agreement signed by Mayor
Letter prepared and sent to applicant
Clerk's copy of Agreement sent to Recorder
Add to FMS with insurance expiration date

Notes

Applicant's Signature Jennifer Pollard Date 7/15/2022

Property Owner's Signature Abigail Miller Date 7/24/2022


Submit your completed permit application to: diane.foss@cityofames.org
City of Ames
City Clerk's Office
PO Box 811
Ames, IA 50010

CERTIFICATE OF INSPECTIONS
New Encroachment Permit

Please return to the City Clerk's Office by Aug 3, 2022
City Council Action has been requested on Aug 9, 2022
Applicant Life Distilled - Jennifer Pollard
Phone No. 515.450.5001
Location 301 Main St 105
Type of Encroachment planter boxes

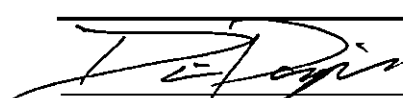
I HEREBY CERTIFY that the location for which the permit will be issued conforms with all zoning regulations of the City of Ames.

N/A Approved Approved with the following conditions:

 7.27-22
Planning Department Date

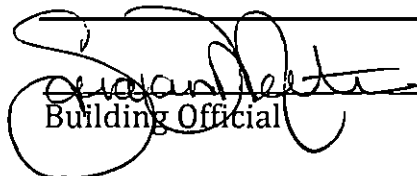
I HEREBY CERTIFY no rights-of-way users will be impacted at the location for which the permit will be issued.

N/A Approved Approved with the following conditions:

 8/1/2022
Public Works Department Date

I HEREBY CERTIFY that the requested encroachment permit has been reviewed.

N/A Approved Approved with the following conditions:

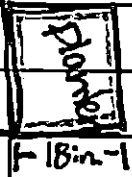
 7/27/22
Building Official Date

Review by DRC Needed?

Kellogg Ave

Stop sign

east side window



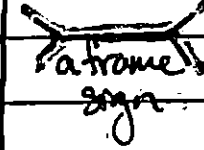
front windows

Seasonal small shelf for retail



front Door

front windows



side walk

20ft - 28ft.

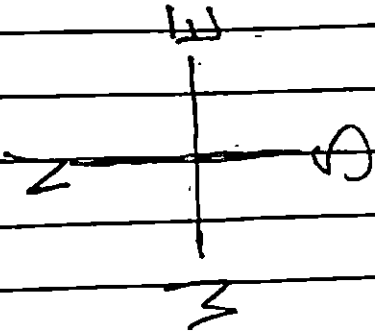
side walk

side walk

Main Street

301 Main Street Suite 105

Retail Business Life Skilled



COUNCIL ACTION FORM

SUBJECT: FALL 2022 COMMISSION ON THE ARTS (COTA) SPECIAL GRANTS

BACKGROUND:

On June 6, the Commission on the Arts (COTA) finalized its recommendations for the Fall 2022 Special Project Grant. Two grant requests were received in the amount of \$1,650. COTA has \$10,000 in funding available for Fall 2022 and Spring 2023 Special Project grants.

COTA reviewed the grant requests and recommended approval as indicated below. Copies of the contracts were sent to the awarded organizations for approval and have been returned. The contracts are now presented for City Council's approval.

ORGANIZATION	REQUEST	PROJECT	RECOMMENDATION
Ames Town and Gown	\$650	Grigoryan Brothers Outreach	\$650
Story Theater Company	\$1,000	Fall Musical	\$900
TOTAL	\$1,650		\$1,550

ALTERNATIVES:

1. Approve the COTA special project grant contracts as recommended.
2. Refer the contracts to COTA for further information.
3. Do not approve the contract.

CITY MANAGER'S RECOMMENDED ACTION:

Special project grants help advance participation in and awareness of the arts in the Ames community, which is a key goal of the Commission on the Arts. COTA has reviewed the request and has recommended the approval of the contract now presented to the City Council.

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

COUNCIL ACTION FORM

SUBJECT: 2022/23 & 2023/24 SANITARY SEWER REHABILITATION DESIGN – PROFESSIONAL SERVICE AGREEMENT

BACKGROUND:

This is the annual program for rehabilitation/reconstruction of deficient sanitary sewers and manholes at various locations throughout the City. This program is to identify and remove major sources of inflow/infiltration (I/I) to regain pipe capacity and reduce the wet weather flow at the treatment plant. The program typically includes lining of existing mains or spray lining of existing structures, as well as complete removal and replacement of structures and sanitary sewer mains.

In June 2022, staff initiated a Request for Proposals for the 2022/23 Sanitary Sewer Rehabilitation. This professional service is a continuation of the next phase of the City's Sanitary Sewer System Evaluation (SSSE) planning and design. The projects included are as follows:

- Project 1: Cast In Place Pipe (CIPP) Lining and MH Rehabilitation – Basin 11
- Project 2: Cast In Place Pipe (CIPP) Lining – Basin 12
- Project 3: East Lincoln Way & South Duff Trunkline Rehabilitation

Proposals for this work were received from two engineering firms and were evaluated on their qualifications according to the following criteria categories: Project Understanding, Design Team/Key Personnel, Previous Experience, Project Approach, Responsiveness, Ability to Perform Work, Proposed Project Design/Letting Schedule, and Estimated Cost for Engineering Services. The City's purchasing policies require consultant selections to include cost as a criterion for selection unless otherwise required by Federal or State requirements.

Listed below is the ranking information based on this evaluation:

Firm	Qualifications Based Score	Qualifications Based Rank	Fee	Final Rank
WHKS	86.8	1	\$ 395,000	1
V & K	73.8	2	\$ 567,000	2

After weighing the qualifications and estimated fees for these two firms, staff has negotiated a contract with WHKS of Ames, Iowa. WHKS scored highest based on qualifications and had the lowest fee at \$395,000. WHKS performed the design services for last nine SSSE projects, therefore, WHKS has the most extensive project knowledge and insight. The firm has also performed observation on multiple similar projects the City of Ames. It is intended for WHKS team to also provide training to City

staff in these rehabilitation methods so that future projects can be administered by City staff. Staff is confident that quality services will be delivered at the best value.

Overall funding available for the project is shown below:

2022/23 Sanitary Sewer Rehab- State Revolving Loan Fund (SRF)	\$4,050,000
2023/24 Sanitary Sewer Rehab- State Revolving Loan Fund (SRF)	<u>\$4,198,000</u>
	\$8,248,000

ALTERNATIVES:

1. Approve the professional services agreement for the 2022/23 & 2023/24 Sanitary Sewer Rehabilitation Design Projects with WHKS & Co. of Ames, Iowa, in the amount of not to exceed \$395,000.
2. Direct staff to negotiate an engineering agreement with another consulting firm.

CITY MANAGER'S RECOMMENDED ACTION:

Based on staff's evaluation using the above criteria, WHKS will provide the best value to the City for SSSE planning and design. This firm designed several SSSE projects for City of Ames and has experience with SRF funded projects.

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

COUNCIL ACTION FORM

SUBJECT: 2022/23 CONCRETE PAVEMNT IMPROVEMENTS – (BROOKRIDGE AVE, RIDGEWOOD AVE, LEE ST, 9TH ST, PARK WAY, & ALLEY)

BACKGROUND:

This annual program utilizes current repair and reconstruction techniques to improve concrete streets. These pavement improvements are needed to restore structural integrity, serviceability, and rideability. Targeted streets are reaching a point of accelerated deterioration. By improving these streets prior to excessive problems, the service life will be extended

In June 2022, staff initiated a Request for Proposals for the 2022/23 Concrete Pavement Improvements. The professional services will provide the design and plan development for the reconstruction of the streets in the neighborhood east of Brookside Park.

Proposals for this work were received from three engineering firms and were evaluated on their qualifications according to the following criteria categories: Project Understanding, Design Team/Key Personnel, Previous Experience, Project Approach, Responsiveness, Ability to Perform Work, Proposed Project Design/Letting Schedule, and Estimated Contract Cost for engineering services. The City’s purchasing policies require consultant selections to include cost as a criterion for selection unless otherwise required by Federal or State requirements.

The evaluation scores of that qualification-based selection process are as follows:

Firm	Qualifications Based Score	Qualifications Based Rank	Fee	Final Rank
WHKS	85.3	1	\$ 312,400	1
MSA	83.5	2	\$ 348,600	2
CDA	79.0	3	\$ 325,250	4
CGA	77.8	4	\$ 270,000	3
Snyder	74.8	5	\$ 567,000	5

After weighing the qualifications and estimated fees for these five firms, staff has negotiated a contract with WHKS of Ames, Iowa. WHKS scored highest based on qualifications and had the second lowest fee at \$312,400. Staff is confident that a contract with WHKS will provide the best value for professional services considering the firms qualifications. WHKS has existing knowledge of utilities in the project area and experience on several City of Ames projects. A summary of revenues and projected expenses is shown below.

Funding Source	Available Revenue	Estimated Expenses
2022/23 Concrete Improvements (G.O. Bonds)	\$ 3,600,000	
2022/23 Water System Improvements (Water Utility Fund)	428,000	
2022/23 & 23/24 Alley Improvements (G.O. Bonds)	800,000	
Construction		\$ 4,028,000
WHKS Engineering		312,400
Engineering Administration		487,600
TOTAL	\$ 4,828,000	\$ 4,828,000

ALTERNATIVES:

1. Approve the professional services agreement for the 2022/23 Concrete Pavement Improvements Design Project with WHKS & Co. of Ames, Iowa, in the amount of not to exceed \$312,400.
2. Direct staff to negotiate an engineering agreement with another consulting firm.

CITY MANAGER'S RECOMMENDED ACTION:

Based on staff's evaluation using the above criteria, WHKS will provide the best value to the City for professional services for the 2022/23 Concrete Pavement Improvements.

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

ITEM#: 17
DATE: 08-09-22

COUNCIL ACTION FORM

**SUBJECT: 2022/23 ASPHALT STREET PAVEMENT IMPROVEMENTS
(OAKWOOD RD) PROFESSIONAL SERVICES AGREEMENT**

BACKGROUND:

In July 2022, staff initiated a Request for Proposals process for the 2022/23 Asphalt Street Pavement Improvement program. The professional services will provide the design and plan development for the reconstruction of Oakwood Road from University Boulevard to State Avenue. This project also includes improvements to water, storm, and sanitary utilities.

Proposals for this work were received from three engineering firms and were evaluated on their qualifications according to the following criteria categories: Project Understanding, Design Team/Key Personnel, Previous Experience, Project Approach, Responsiveness, Ability to Perform Work, Proposed Project Design/Letting Schedule, and Estimated Contract Cost for engineering services. The City's purchasing policies require consultant selections to include cost as a criterion for selection unless otherwise required by Federal or State requirements.

The evaluation scores of that qualification-based selection process are as follows:

Firm	Qualifications Based Score	Qualifications Based Rank	Fee	Final Rank
WHKS	85.5	1	\$122,800	1
Stanley	82.8	2	95,000	2
V&K	76.5	3	226,200	3

After weighing the qualifications and estimated fees for these three firms, staff has negotiated a contract with WHKS of Ames, Iowa. WHKS scored highest based on qualifications and had the second lowest fee at \$122,800. Staff is confident that a contract with WHKS will provide the best value for professional services considering the firms qualifications. WHKS has existing knowledge of utilities in the project area and experience on several City of Ames projects. A summary of revenues and projected expenses is shown below.

Funding Source	Available Revenue	Estimated Expenses
2022/23 Asphalt Pavements (28 th St)	\$ 800,000	
2022/23 Asphalt Pavements (Oakwood Rd)	2,200,000	
Construction and Engineering (28 th St) Est		\$ 800,000
Construction (Oakwood Rd) Est		2,000,000
WHKS Engineering (Oakwood Rd)		122,800
Administration (Oakwood Rd) Est		77,200
TOTAL	\$3,000,000	\$3,000,000

ALTERNATIVES:

1. Approve the professional services agreement for the 2022/23 Asphalt Street Pavement Improvement project with WHKS & Co. of Ames, Iowa, in the amount not to exceed \$122,800.
2. Direct staff to negotiate an engineering agreement with another consulting firm.

CITY MANAGER'S RECOMMENDED ACTION:

Based on evaluation of proposals using the criteria above, WHKS & Co. will provide the best value to the City for professional services for the 2022/23 Asphalt Street Pavement Improvement project.

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

COUNCIL ACTION FORM

**SUBJECT: ENGINEERING SERVICES FOR SAM PUMP STATION
IMPROVEMENTS – BACKUP GENERATION**

BACKGROUND:

In 2003, the water distribution system was split into two separate pressure zones to accommodate growth in the west and southwest portions of the city. To provide the increased pressure to the new western pressure zone, a booster pump station was built at the intersection of State Avenue and Mortensen Road.

This project will consist of design services to develop plans and specifications to install standby power at the pump station. It incorporates the Iowa DNR’s Water Supply Design Standards that state “...Dedicated standby power shall be required so that water may be pumped to the distribution system during power outages to meet the average day demand...” As growth in the western pressure zone continues to increase, it is important to add standby power at the pump station site. Note that this project was intentionally accelerated in the FY 2022/23 CIP as a result of the derecho storm event of 2020.

In April 2022, a Request for Proposals (RFP) was issued for engineering services to develop design plans for the standby generator and a booster pump variable frequency drive (VFD). Staff utilized a “two-envelope” selection process for professional services, where the firm’s qualifications and proposed scope of work is submitted in one envelope, and their proposed fee is submitted in a second envelope. This process allows staff to first review the submitted proposals in order to identify the firm whose qualifications and proposed scope of work are most appropriate. Then, after selecting the preferred firm, staff opens the proposed fee envelopes to confirm that the selected firm is proposing a fee that is in line with what other firms would propose for a similar scope of work. In all cases, the final scope of work and fee is negotiated with the firm identified as having submitted the most appropriate submittal.

Seven responses to the RFP were received. The ranking of the firms prior to opening the fee proposals is as follows.

Firm Name	Rank
Strand Associates, Inc.	1
Short Elliot Hendrickson, Inc. (SEH)	2
Barr Engineering Co.	3 (tied)
ISG	3 (tied)
Veenstra and Kimm, Inc. (V&K)	5
IMEG	6
Krishna Engineering Consultants, Inc. (KEC)	7

The V&K, IMEG, and KEC proposals were all missing required elements of the RFP and the included scopes were minimalistic. Following the review of each firm’s qualifications and proposed scope of work, staff next opened the fee proposal envelopes.

Firm Name	Rank	Base Fee Proposal
Strand Associates, Inc.	1	\$59,000
Short Elliot Hendrickson, Inc. (SEH)	2	\$59,600
Barr Engineering Co.	3	\$37,250
ISG	4	\$35,000
Veenstra and Kimm, Inc. (V&K)	5	\$27,100
IMEG	6	\$15,400
Krishna Engineering Consultants, Inc. (KEC)	7	\$25,000

Both SEH and Strand documented good firm experience and well-qualified teams, but both were found to have elevated proposal fees when compared to other firms who provided similar scopes of work. By comparison, Barr and ISG’s proposal described good experience performing design work specifically with standby generators, with similar scopes as higher ranked firms, but with proposal fees by both that were substantially less.

There were no significant concerns with ISG; only that staff has very little first-hand experience working with them. **At the end of the evaluation process, staff identified Barr Engineering Co. as the proposal in the best interests of the utility. Barr has a long history with City staff and has performed numerous electrical projects for the department, including the standby generator at the new water plant and multiple electrical generation projects at the WPC Facility. With their extensive knowledge of our operation, performance on past projects, and excellent project communication, staff feels that Barr would be the best fit for this project.**

The FY 2022/23 CIP budget includes \$145,000 for the design and construction of the standby generator at State Avenue and Mortensen Road pump station.

ALTERNATIVES:

1. Award a contract for engineering services to Barr Engineering Co. of Minneapolis, MN, for the SAM Pump Station Improvements – Backup Generation in an amount not to exceed \$37,250 which includes design of the standby generator and a booster pump VFD.
2. Award the contract for engineering services to one of the other firms.
3. Do not award a contract to Barr Engineering Co., and do not initiate the project at this time.

CITY MANAGER’S RECOMMENDED ACTION:

As a result of the 2020 derecho, the addition of standby electrical power became a high priority. This project will provide emergency electrical power to operate the three pumps

that provide needed pressure to west Ames. A competitive, qualifications-based RFP process was conducted in accordance with the City's Purchasing Policies and Procedures, and a scope of work was negotiated with the preferred firm.

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

ITEM#: 19
DATE: 08-09-22

COUNCIL ACTION FORM

SUBJECT: PRAIRIE VIEW INDUSTRIAL CENTER UTILITY EXTENSION PROJECT

BACKGROUND:

The Prairie View Utility Extension Project consists of extending water and sanitary sewer mains to the recently annexed area east of Interstate 35 (I-35). Design included water main and a gravity sewer main to be installed between I-35 and Potter Ave (formerly 590th), a force sewer main to be installed from Teller Ave (formerly 580th) to west of Freel Drive, and a sewer lift station to be constructed. Most of this area has been certified by the Iowa Economic Development Authority as the Prairie View Industrial Center.

On May 12th, 2021, City Council awarded the Prairie View Industrial Utility Project to Keller Excavating, Inc., of Boone, Iowa, in the amount of \$6,168,791.40. This was the base bid which extends utilities to Teller Ave (580th). The bid package included Alternative 1 to extend gravity sewer and water main from Teller Ave (580th) to Potter Ave (590th), however, funding was not fully available at that time to accept that Alternative. Since the start of the project, Change Order #1 has been approved by staff resulting in a contract deduct of \$206.40 for a total current contract amount of \$6,168,585.00.

In 2021, the American Rescue Plan Act (ARPA) was signed into law providing \$350 billion in additional funding for state and local governments, of which the City of Ames received approximately \$14.3 million. Two new programs were approved in the 2022-2027 Capital Improvement Plan (CIP) for the installation of public water and sanitary sewer infrastructure into priority tiers shown in the Growth Plan 2040 (CIP sheets attached). The further extension of gravity sewer and water main from Teller Ave (580th) to Potter Ave (590th) is included in these programs. **Staff has worked with the current contractor, Keller Excavating, to receive two proposals for adding these utility extensions to the existing contract by change order (Change Order #2).**

Change Order #2 - Proposal 1 (\$2,210,255.72) would extend the utilities while closing portions of Teller Avenue and Lincoln Way during winter construction. The current project included closures of Lincoln Way due to safety concerns for the travelling public and workers on site.

Change Order #2 - Proposal 2 (2,460,255.72) essentially adds \$250,000 to Proposal 1 to include the necessary barricading and traffic control to keep traffic open during construction. Due to conflicts with winter roadway maintenance, construction under this proposal could not commence until Spring of 2023.

Revenue and expenses associated with this program are estimated as follows:

Funding Source	Available Revenue	Estimated Expenses
G.O. Bonds	\$4,300,000	
EDA Grant	\$1,500,000	
Prior Authorized American Rescue Plan American Rescue Plan (23/24 Ames Plan 2040 Water & Sewer Utility CIP)	\$ 900,000 \$2,000,000	
Current contract		\$6,168,585.00
Change Order 2 (Teller Ave to Potter Ave)		\$2,210,255.72
Engineering and Administration		\$ 275,000.00
TOTAL	\$8,700,000	\$8,653,840.72

ALTERNATIVES:

1. Approve Change Order #2 - Proposal 1 for the Prairie View Industrial Center Utility Extension Project, as negotiated, in the amount of **\$2,210,255.72**.
2. Approve Change Order #2 – Proposal 2 for the Prairie View Industrial Center Utility Extension Project with work to take place under traffic and an additional cost of \$250,000 for a total amount of **\$2,460,255.72**.
3. Do not approve Change Order 2, thereby requiring redesign and rebidding for extending water and sanitary sewer from Teller Ave to Potter Ave.

MANAGER’S RECOMMENDED ACTION:

Work associated with Change Order #2 – Proposal 1 has been negotiated with closing portions of Teller Avenue and Lincoln Way during winter construction. If staff were to direct Keller Excavating to construct the work under traffic, there would be a traffic control price increase of \$250,000. This increase would be due to the required use of temporary concrete barrier to sperate the workers and the traveling public. The use of the temporary barrier would also increase the duration and difficulty of construction. In addition, work under Proposal 2 would be delayed until Spring of 2023.

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

DESCRIPTION/JUSTIFICATION

This new program involves installation of public sanitary sewer infrastructure into priority tiers shown in the Growth Plan 2040. By installing the sanitary sewer systems proactively, this opens the development ability for lands in the adopted growth tiers. Design ahead of construction installation takes several months followed by a couple months for Iowa DNR permitting and two months for bidding and approval of contract and bond.

COMMENTS

The American Rescue Plan Act(ARPA) of 2021, which was signed into law on March 11, 2021, provides \$350 billion in additional funding for state and local governments. The local funding portion is approximately \$130 billion, equally divided between cities and counties. The City of Ames is slated to receive approximately \$14.3 million. Eligible uses include revenue replacement for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency and investments in water, sewer, and broadband infrastructure. After revenue replacement, there will be approximately \$12.26 million available for infrastructure investment.

LOCATION

- 2022/23 Oversize sanitary sewer through Huang/Hunziker parcel north of Sunset Ridge Subdivision (\$1,065,000) East 13th Sanitary Sewer (S. Dayton Ave to east of I-35) (\$2,881,981)
- 2023/24 Prairie View Industrial Center (E. Lincoln Way: Teller Avenue to Potter Avenue) (\$1,000,000); extend sanitary sewer from trunk main at 265th Street west then north along US Hwy 69 to waterway south of Ken Maril (\$3,381,981), extend 12” sanitary sewer from Mortensen Road along County Line Road to Lincoln Way (\$1,065,000)

	TOTAL	2022/23	2023/24	2024/25	2025/26	2026/27
COST:						
Engineering	1,800,914	710,457	1,090,457			
Construction	7,593,048	3,236,524	4,356,524			
TOTAL	9,393,962	3,946,981	5,446,981			
FINANCING:						
American Rescue Plan Act	9,393,962	3,946,981	5,446,981			
TOTAL	9,393,962	3,946,981	5,446,981			

PROGRAM - ACTIVITY:	DEPARTMENT:	ACCOUNT NO.
Utilities - Sanitary Sewer	Public Works	122-8520-489 122-8571-489

DESCRIPTION/JUSTIFICATION

This new program involves installation of public water infrastructure into priority tiers shown in the Growth Plan 2040. By installing the water systems proactively, this opens the development ability for lands in the adopted growth tiers. Design ahead of construction installation takes several months followed by a couple months for Iowa DNR permitting and two months for bidding and approval of contract and bond.

COMMENTS

The American Rescue Plan Act (ARPA) of 2021, which was signed into law on March 11, 2021, provides \$350 billion in additional funding for state and local governments. The local funding portion is approximately \$130 billion, equally divided between cities and counties. The City of Ames is slated to receive approximately \$14.3 million. Eligible uses include revenue replacement for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency and investments in water, sewer, and broadband infrastructure. After revenue replacement, there will be approximately \$12.26 million available for infrastructure investment.

LOCATION

2022/23 Extend 12" water main along Lincoln Way to County Line Road (\$320,000)
 2023/24 Prairie View Industrial Center (East Lincoln Way: Teller Avenue to Potter Avenue (\$1,000,000) extend 14" water main along US Highway 69 (Ken Maril south past waterway) (\$525,000)

	TOTAL	2022/23	2023/24	2024/25	2025/26	2026/27
COST:						
Engineering	358,500	64,000	294,500			
Construction	1,486,500	256,000	1,230,500			
TOTAL	1,845,000	320,000	1,525,000			
FINANCING:						
American Rescue Plan Act	1,845,000	320,000	1,525,000			
TOTAL	1,845,000	320,000	1,525,000			

PROGRAM - ACTIVITY:	DEPARTMENT:	ACCOUNT NO.
Utilities - Water Distribution	Public Works	122-8470-489

COUNCIL ACTION FORM

SUBJECT: ARCHITECTURAL SERVICES FOR WATER POLLUTION CONTROL FACILITY ADMINISTRATION BUILDING RENOVATION

BACKGROUND:

The Water Pollution Control Facility (WPCF) Administration Building was constructed in 1988. Most of the interior finishes to the building are original and showing significant wear and deterioration. The building originally housed the Laboratory Services Division which is now located in the Technical Services Complex on E. 5th Street. The renovations will convert the old lab space into a training and meeting room. Other updates to restrooms, lockers, break rooms, and other spaces are included as well.

On April 29, 2022, a request for proposals (RFP) for architectural services was issued for the WPCF Administration Building Renovations. On May 27, 2022, the City received ten proposals in response to the RFP. Firms were asked to submit their fee proposals in separate sealed envelopes from their qualification-based proposals to allow staff to make a selection based strictly on the firms' qualifications for the project.

A nine-member internal team comprised of operations, maintenance, engineering, and managerial staff each independently reviewed and scored each proposal. The scoring was performed using a rubric that was prepared prior to the RFP being issued and that was shared with the proposing firms in advance so they could be certain of the areas that were most important to the City. The results of the ranking are shown below. As you can see, before opening the fee proposals, HDR scored the highest of the ten firms.

Firm	Overall Firm Score (115 pts max)
HDR	97.9
INVISION Architecture	94.9
SVPA Architects	94.1
FEH Design	86.6
ASK Studio	85.3
ISG	85.1
10Fold Architecture and Engineering	83.4
Farnsworth Group	83.4
Genesis Architectural Design	81.9
Hartman Trap Architecture Studio	81.9

Following the ranking of each firm, the fee proposals were opened for each of the ten firms. The question for the evaluation team to consider was whether the fee of the

preferred firm seemed reasonable based on the proposed scope of work when compared to other high-scoring proposals. **Although HDR was the highest-scoring proposal initially, the firm’s fee proposal was more than double the next highest fee. Therefore, staff did not find HDR’s proposal to be reasonable in comparison to other highly rated firms, and did not select HDR.**

Firm	Fee Proposal
Genesis Architectural Design	\$55,000
ASK Studio	\$56,800
INVISION Architecture	\$61,000
ISG	\$61,200
SVPA Architects	\$70,700
Hartman Trap Architecture Studio	\$70,855
FEH Design	\$79,760
Farnsworth Group	\$83,963
10Fold Architecture and Engineering	\$97,500
HDR	\$191,405

The second- and third-rated firms were very close in overall ranking, followed by a clear set of second-tier scores. Because of this, staff chose to interview both SVPA and INVISION. **Following the interviews, staff all agreed that SVPA would be the best fit for the project.** Their emphasis on staff involvement, project communication, and similar past projects all contributed to their selection.

WPCF staff has not worked with SVPA before, so multiple reference calls were made. These included talking to cities where SVPA performed similar work. The calls were all positive and reinforced staff’s perceptions.

Staff next met with SVPA to discuss their scope of work and add items not originally included in the RFP. These items include 3D modeling of the garage/shop area, a “net-zero ready” evaluation of the building (a goal included in the draft Climate Action Plan), and updated HVAC controls design. **Following these scope additions, the updated fee for SVPA is a not to exceed amount of \$85,100, plus reimbursable expenses not to exceed \$1,000.**

The initial scope of work being recommended to Council covers only the design and bidding phases of the project. Construction phase services will be added once the actual construction plan is finalized. Staff will also evaluate whether design services related to furniture procurement will be necessary in the future.

The adopted CIP includes \$1,010,000 for this project (WPC Plant Facility Improvements Project), which includes \$164,000 for design expenses.

ALTERNATIVES:

1. Award a contract for architectural services to SVPA Architects Inc. of West Des Moines, Iowa, for the WPCF Administration Building Renovation Project in an amount not to exceed \$86,100.
2. Award a contract to one of the other firms.
3. Do not award a contract to SVPA Architects Inc. and do not proceed with the project.

CITY MANAGER’S RECOMMENDED ACTION:

The WPCF Administration Building contains space formerly used as a laboratory that is no longer needed for that purpose and is poorly utilized. This space will be converted to a training and meeting room to meet the needs of the facility for decades to come. In addition to better use of the space, the existing interior finishes throughout the building are showing wear and deterioration. This project is included in the adopted CIP in the WPC Plant Facility Improvements Project.

A competitive process that followed the City’s Purchasing Policies and Procedures was utilized to select a design firm. The process utilized a “two-envelope” selection method that makes the primary decision based on qualifications followed by an evaluation of the reasonableness of the proposed fees. A cross-discipline team reviewed all ten proposals, selected two firms to invite to interview, and ultimately selected the proposal that was determined to be in the best interests of the utility.

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

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eleventh day of July in the year Two Thousand Twenty Two
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Ames
515 Clark Avenue
Ames, IA 50010

and the Architect:
(Name, legal status, address and other information)

Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

for the following Project:
(Name, location and detailed description)

Ames Water Pollution Facility Administration Building Renovation
56797 280th Street
Ames, IA
Renovation of the Administration Building to create office, workshop, and conference spaces. Also includes upgrades of existing finishes, HVAC systems, and restroom renovation to meet ADA requirements.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Int.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

| As detailed in the City of Ames RFP dated April 29, 2022

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

| As detailed in the City of Ames RFP dated April 29, 2022

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

| TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

| Contract Documents complete in December, 2022

Init.

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Public Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Neil Weiss, Assistant Director
Ames Water & Pollution Control Department
1800 E. 13th Street
Ames, IA 50010

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not identified at this time

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(Paragraphs deleted)
Not applicable.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Sara E. Herman, IIDA, LEED AP

SVPA Architects Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Mechanical, Electrical, and Technology Engineer:

Bluestone Engineering
Tom Foldes, PE
9119 Northpark Drive

(Paragraphs deleted)

Johnston, IA 50131

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having protocols set forth shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

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§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$) each employee, and (\$) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by

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the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to and design the project to be in compliance with currently adopted building code and applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner a preliminary opinion of the probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix

and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the preliminary opinion of the probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the preliminary estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the opinion of the probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the opinion of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 At Owner's option, the Architect may be retained to provide Construction Phase Services. The Architect's scope of services and compensation shall be mutually agree to and authorized by a change order..

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect: Included in Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect: Included in Basic Services
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Not provided
§ 4.1.1.9 Landscape design	Not provided
§ 4.1.1.10 Architectural interior design	Architect: Included in Basic Services
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect: Included in Basic Services
§ 4.1.1.21 Telecommunications/data design	Architect: Included in Basic Services
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	See Attachment A pages 1 and 2 for "Additional Services"

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Additional Scope of Services and compensation are limited to that outlined in Attachment A.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5

(Paragraphs deleted)

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Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

§ 4.2.2

(Paragraphs deleted)

If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.5 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.6 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.7 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.8 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

(Paragraphs deleted)

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary opinion of the probable Cost of the Work and updated opinions of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any opinion of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing a preliminary opinion of the probable Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the preliminary opinion of the Cost of the Work to meet the Owner's budget. The Architect's opinion of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's opinion of the probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate by more than ten percent (10%) of the original budget, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional

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compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Iowa.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

Init.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)
- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

See Attachment A pages 1 and 2 for compensation on an hourly rate against a not to exceed amount.
Total of all services not to exceed Seventy Thousand Seven Hundred Dollars (\$70,700)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly rate per Attachment A Fee Structure, not to exceed Fourteen Thousand Four Hundred Dollars (\$14,400)

init.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

Hourly per Attachment A Fee Structure

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0.00 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Not used; .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Not used;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0.0 %) of the expenses incurred. Reimbursable expenses are a Not to Exceed amount of One Thousand Dollars (\$1,000).

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not applicable.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

Init

§ 11.10.1.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .2 Other documents:

(List other documents, if any, forming part of the Agreement.)

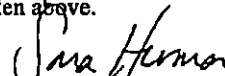
Attachment A Fee Structure

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

John Haila, Mayor

(Printed name and title)



ARCHITECT (Signature)

Sara E. Herman, IIDA, LEED AP, Vice President and
Director of Interior Design

(Printed name, title, and license number, if required)



www.svpa-architects.com
Phone 515.327.5990

1466 28th Street, Suite 200
West Des Moines, Iowa 50266

FEE STRUCTURE

SVPA Architects Inc. understands the construction budget is \$1,010,000 for the scope of work outlined in the proposal. SVPA has developed the following fee:

Phase 1:

Services include all responsibilities and duties set forth in AIA B101, Sub-articles 3.1, 3.2, 3.3, and 3.4, including but not limited by cost opinions as set forth in each respective sub-article.

Preliminary Design of the entire scope of work including field verification of the space, programming with staff and creating the existing floor plan into modeling software to create all future drawings. This also includes initial evaluation of the existing MEP systems by Bluestone engineering.

SVPA	\$9,540	Estimated 68 hours
Bluestone	\$4,600	Estimated 30 hours

Final Design including complete construction documents to be used for bidding and permitting of the total scope of work. This also includes a cost estimate for council approval prior to bidding.

SVPA	\$33,390	Estimated 236 hours
Bluestone	\$16,100	Estimated 107 hours

Phase 2:

Services shall include all responsibilities and duties set forth in AIA B101, sub-article 3.5

Assist City with bidding including answering any questions and issuing addenda as needed.

SVPA	\$4,770	Estimated 34 hours
Bluestone	\$2,300	Estimated 15 hours

Phase 3:

CA services not included at this time

Not to exceed total: \$70,700

Net Zero evaluation additional service:

Evaluation would include the following:

- i. Review of different HVAC options (2 or 3 options evaluated)
- ii. Review of different lighting and lighting control options (adding additional controls such as daylight harvesting and networked based controls.)
- iii. Develop an energy model for the facility to assess optimal scenarios for minimizing energy usage.
- iv. Evaluate on-site renewable energy generation opportunities.
- v. Evaluate opportunities to take advantage of renewable energy credits.
- vi. Develop probable construction costs for selected options.
- vii. Create a brief report summarizing our assessment and recommendations.

Bluestone	\$7,400
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www.svpa-architects.com
Phone 515.327.5990

1466 28th Street, Suite 200
West Des Moines, Iowa 50266

Additional architectural modeling additional service:

We understand the city would like to have the garage and shop which are currently not part of this project to be modeled as the rest of the space is being modeled so the city has an accurate electronic drawing of the entire building. This service is just to model the architectural existing conditions and does not include documentation of the MEP or structural.

SVPA \$2,000

Additional service to design a DDC building automation system to replace the existing system. This includes field time to assess existing system point and development of documentation detailing new connections as wellpoint not impacted by the remodel.

Bluestone \$5,000

HOURLY RATE SCHEDULE – SVPA Architects

Compensation for Designated Services shall be at a fixed rate per hour, effective January 1, 2022 through December 31, 2022 as follows:

- Principal \$180/hr.
- Associate Architect \$135/hr.
- Associate Interior Designer \$135/hr.
- Senior Architect \$130/hr.
- Architect \$115/hr.
- Intern Architect \$95/hr.
- Senior Interior Designer \$130/hr.
- Interior Designer \$115/hr.
- Intern Interior Designer \$95/hr.
- Project Coordinator \$85/hr.
- Senior Architectural Technician \$90/hr.
- Architectural Technician \$80/hr.

REIMBURSABLE EXPENSES – SVPA Architects

Reimbursable expenses are in addition to Basic, Supplemental and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the project, as follows:

1. Transportation and authorized out-of-town travel and subsistence
2. Long distance services, dedicated data and communication services, Project web sites and extranets
3. Permitting and other fees required by authorities having jurisdiction over the Project
4. Printing, reproductions, plots and standard form documents, excluding printing for SVPA office use
5. Postage, handling and delivery



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6. Expense of overtime work requiring higher than regular rates, if requested and authorized by Owner
7. Outsourced renderings, animations, mock-ups, physical models and photography requested by Owner
8. If required and approved by the Owner, the additional expense of professional liability insurance dedicated exclusively to this Project in excess of coverage or limits normally maintained by the Architect
9. Taxes levied on professional services and reimbursable expenses for this Project
10. Expenses for the Architect and Architect's consultants to provide a Project site office, if required and approved by the Owner

For this project we have a not to exceed amount of \$1,000 for all reimbursables on the project. This assumes the design team is not responsible for printing of bidding sets to contractors for public bids. It also assumes the owner will pay for all permitting and regulatory reviews.

HOURLY RATE SCHEDULE – Bluestone Engineering

Our billing rates for work performed on a time-and-material basis are as follows:

▪ Principal	\$225/hr.
▪ Senior Engineer	\$160/hr.
▪ Engineer III	\$140/hr.
▪ Engineer II	\$125/hr.
▪ Engineer I	\$115/hr.
▪ Technician III	\$110/hr.
▪ Technician II	\$100/hr.
▪ Technician I	\$90/hr.
▪ Project Coordinator	\$75/hr.
▪ Administrative Assistant	\$65/hr.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Sara E. Herman, IIDA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:43:38 CT on 08/04/2022 under Order No. 6530291630 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Vice President | Director of Interior Design

(Title)

August 4, 2022

(Dated)

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:43:38 CT on 08/04/2022.

PAGE 1

AGREEMENT made as of the Eleventh day of July in the year Two Thousand Twenty Two

...

City of Ames
515 Clark Avenue
Ames, IA 50010

...

Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

...

Ames Water Pollution Facility Administration Building Renovation
56797 280th Street
Ames, IA

Renovation of the Administration Building to create office, workshop, and conference spaces. Also includes upgrades of existing finishes, HVAC systems, and restroom renovation to meet ADA requirements.

PAGE 2

As detailed in the City of Ames RFP dated April 29, 2022

...

As detailed in the City of Ames RFP dated April 29, 2022

...

TBD

...

Contract Documents complete in December, 2022

PAGE 3

TBD

...

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User Notes:

(1882345336)

TBD

...

Competitive Public Bid

...

Not applicable

...

Neil Weiss, Assistant Director
Ames Water & Pollution Control Department
1800 E. 13th Street
Ames, IA 50010

...

Not identified at this time

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

~~.1 — Geotechnical Engineer:~~

~~.2 — Civil Engineer:~~

~~.3 — Other, if any:~~

~~— (List any other consultants and contractors retained by the Owner.)~~

Not applicable.

...

Sara E. Herman, IIDA, LEED AP
SVPA Architects Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266
PAGE 4

~~.1 Structural-Mechanical, Electrical, and Technology Engineer:~~

~~Bluestone Engineering~~

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User Notes:

(1882345336)

Tom Foldes, PE
9119 Northpark Drive

~~.2—Mechanical Engineer:~~

~~.3—Electrical Engineer:~~

Johnston, IA 50131

...

~~§ 4.1.11.2 Consultants retained under Supplemental Services:~~

~~§ 4.1.12 Other Initial Information on which the Agreement is based:~~

§ 1.3 The parties ~~shall~~may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties ~~will~~may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having ~~these~~ protocols set forth in ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form,~~ shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$) each employee, and (\$) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

PAGE 6

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to and design the project to be in compliance with currently adopted building code and applicable design requirements imposed by those authorities and entities.

...

§ 3.2.6 The Architect shall submit to the Owner an estimate a preliminary opinion of the probable Cost of the Work prepared in accordance with Section 6.3.

PAGE 7

§ 3.3.2 The Architect shall update the estimate preliminary opinion of the probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the preliminary estimate of the Cost of the Work, and request the Owner's approval.

...

§ 3.4.4 The Architect shall update the estimate for the opinion of the probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate opinion of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

...

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors;
3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

PAGE 8

~~§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ 2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. At Owner's option, the Architect may be retained to provide Construction Phase Services. The Architect's scope of services and compensation shall be mutually agree to and authorized by a change order.~~

~~§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.~~

~~§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.~~

~~§ 3.6.2 Evaluations of the Work~~

~~§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.~~

~~§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.~~

~~§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~

~~§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

~~§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~

~~§ 3.6.3 Certificates for Payment to Contractor~~

~~§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.~~

~~§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~

~~§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.~~

~~§ 3.6.4 Submittals~~

~~§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.~~

~~§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.~~

~~§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.~~

~~§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.~~

~~§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.~~

~~§ 3.6.5 Changes in the Work~~

~~§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.~~

~~§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.~~

~~§ 3.6.6 Project Completion~~

~~§ 3.6.6.1 The Architect shall:~~

- ~~1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;~~
- ~~2 issue Certificates of Substantial Completion;~~
- ~~3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,~~
- ~~4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.~~

~~§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.~~

~~§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.~~

~~§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.~~

~~§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~

...

§ 4.1.1.1	Programming	Architect: Included in Basic Services
§ 4.1.1.2	Multiple preliminary designs	Architect: Included in Basic Services
§ 4.1.1.3	Measured drawings	Not provided
§ 4.1.1.4	Existing facilities surveys	Not provided
§ 4.1.1.5	Site evaluation and planning	Not provided
§ 4.1.1.6	Building Information Model management responsibilities	Not provided
§ 4.1.1.7	Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8	Civil engineering	Not provided
§ 4.1.1.9	Landscape design	Not provided
§ 4.1.1.10	Architectural interior design	Architect: Included in Basic Services

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User Notes:

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§ 4.1.1.11 Value analysis	<u>Not provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not provided</u>
§ 4.1.1.13 On-site project representation	<u>Not provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Not provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.18 Facility support services	<u>Not provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Architect: Included in Basic Services</u>
§ 4.1.1.21 Telecommunications/data design	<u>Architect: Included in Basic Services</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not provided</u>
§ 4.1.1.23 Commissioning	<u>Not provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not provided</u>
§ 4.1.1.27 Historic preservation	<u>Not provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not provided</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>See Attachment A pages 1 and 2 for "Additional Services"</u>

PAGE 9

Additional Scope of Services and compensation are limited to that outlined in Attachment A.

...

- ~~5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~
- ~~6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- ~~8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- ~~9 Evaluation of the qualifications of entities providing bids or proposals;~~
- ~~10 6 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,~~
- ~~11 Assistance to the Initial Decision Maker, if other than the Architect.~~

~~§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.~~

- ~~1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
- ~~2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;~~

~~3. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
~~4. Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
~~5. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom. If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

~~§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

- ~~1. () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~
- ~~2. () visits to the site by the Architect during construction~~
- ~~3. () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- ~~4. () inspections for any portion of the Work to determine final completion.~~

~~§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~

~~§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

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~~§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark; provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.~~

~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations; coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.~~

~~§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1; furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~

~~§ 5.7 If the Owner identified a Sustainable Objective in Article I, the Owner shall fulfill its responsibilities as required in AIA Document B204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall furnish all~~

legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

~~§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided, provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.~~

~~§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~

~~§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.~~

~~§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.~~

~~§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.~~

PAGE 11

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate opinion of the probable Cost of the Work and updated estimates opinions of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate opinion of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates ~~a preliminary opinion~~ of the probable Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated ~~the preliminary opinion~~ of the Cost of the Work to meet the Owner's budget. The Architect's estimate opinion of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

...

§ 6.5 If at any time the Architect's estimate opinion of the probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, bid, the Owner shall

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, anticipate by more than ten percent (10%) of the original budget, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

PAGE 13

[] Litigation in a court of competent jurisdiction

...

~~§ 8.3 Arbitration~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

PAGE 14

None

...

None

...

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 State of Iowa.~~
PAGE 15

~~See Attachment A pages 1 and 2 for compensation on an hourly rate against a not to exceed amount. Total of all services not to exceed Seventy Thousand Seven Hundred Dollars (\$70,700)~~

...

~~Hourly rate per Attachment A Fee Structure, not to exceed Fourteen Thousand Four Hundred Dollars (\$14,400)~~
PAGE 16

~~(Insert amount of, or basis for, compensation.)~~
~~Hourly per Attachment A Fee Structure~~

~~§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0.00%), or as follows:~~

...

~~§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:~~

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
<hr/>		
Total Basic Compensation	one hundred percent (100 %)

~~§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

~~§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

~~§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)~~

Employee or Category	Rate (\$0.00)
----------------------	---------------

...

~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
~~Not used; .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~

...

~~.10 Site office expenses; Not used;~~

...

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0.0 %) of the expenses incurred. Reimbursable expenses are a Not to Exceed amount of One Thousand Dollars (\$1,000).~~

...

~~Not applicable.~~
~~PAGE 17~~

~~§ 11.10.1.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

...

~~§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

...

~~1 % monthly~~

...

~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~_____ (Insert the date of the E203-2013 incorporated into this agreement.)~~

~~.3 Exhibits:~~

~~(Check the appropriate box for any exhibits incorporated into this Agreement.)~~

~~[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

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~~User Notes:~~

~~(1882345336)~~

(Insert the date of the E201-2017 incorporated into this agreement.)

~~[]~~ ~~Other Exhibits incorporated into this Agreement:~~
~~(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)~~

~~4~~ 2 Other documents:

...

Attachment A Fee Structure

...

John Haila, Mayor

Sara E. Herman, IIDA, LEED AP, Vice President and
Director of Interior Design

COUNCIL ACTION FORM

SUBJECT: OUTAGE MANAGEMENT SYSTEM FOR ELECTRIC SERVICES

BACKGROUND:

The Electric Services Department uses a computerized Outage Management System (OMS) designed and maintained by Milsoft Utility Solutions, Abilene, TX. The OMS is used to handle electric outage calls, pinpoint system problems, aid in crew dispatch, and—as of this year—communicate via text messaging with Electric Services customers. It is crucial to have an up-to-date system to assure quick, reliable response to customer outages and other customer concerns.

This software was originally purchased in 2011 and has been a tremendous asset to the department and to all of the Electric Services customers with improved response times and system reliability.

The purchase order amount of \$58,826.46 (inclusive of Iowa sales tax) provides for support of the software through June 30, 2023. **This software is proprietary, and the support can only be provided by Milsoft Utility Solutions, the original software creator.**

The FY 2022/23 Electric Distribution budget includes \$150,000 for software maintenance, which is available for this contract.

ALTERNATIVES:

1. Award a contract for Computerized Outage Management System to Milsoft Utility Solutions, Abilene, TX in the amount of \$58,826.46 (inclusive of Iowa sales tax).
2. Do not approve the contract.

CITY MANAGER'S RECOMMENDED ACTION:

It is critical for Electric Services staff to have an up-to-date system to assure quick reliable response to customer outages and other customer concerns.

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

COUNCIL ACTION FORM

SUBJECT: ELECTRIC SERVICES UNDERGROUND TRENCHING - CONTRACT RENEWAL

BACKGROUND:

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

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

On June 25, 2019, City Council awarded the primary contract to Ames Trenching & Excavating, Ames, IA, and the secondary contract to Zoske Electrical Services, Inc., Des Moines, IA. This contract contained the option to renew the contract for four additional one-year periods. The period from date of award through June 30, 2023, is the third renewal period subject to Council approval of funding for the Underground Trenching Contract.

The contract includes a rate provision which increases rates at fixed percentages above the previous fiscal year contracted rates at time of renewal. For the primary contract with Ames Trenching & Excavating, the fixed rates for FY 2022/23 include a labor increase of 5% and no increases for equipment and tools. For the secondary contract with Zoske Electrical Services, Inc., the fixed rates for FY 2022/23 include a labor increase of 3% and no increases for equipment and tools. A comparison of FY 2021/22 rates and proposed FY 2022/23 rates is shown on Attachment 1.

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

- 1) Consistency of work and quality from a single contractor.**
- 2) Reduction in the City's exposure to market forces regarding prices and availability for labor, travel, and supplies in preparation for a scheduled outage.**
- 3) Rapid contractor mobilization to start emergency repairs, thus reducing generation downtime.**
- 4) Saved City staff time obtaining quotes, evaluating bids and preparing specifications and other procurement documentation.**

The total amount to be renewed for these contracts will be a time and materials cost not to exceed \$500,000.

The approved FY 2022/23 operating budget for Underground System Improvements contains \$600,000. Trenching and excavation services are included in this amount. The trenching and excavation services covered by this contract would also be used for the relocation of Electric Services facilities to clear sites for Public Works roadway improvement projects. Funds have been designated in various CIP projects for those relocation activities.

ALTERNATIVES:

1. Approve the contract renewal for underground trenching for FY 2022-23.
 - a. Approve the **primary contract** renewal with Ames Trenching & Excavating, Ames, IA, for the Underground Trenching Contract for Electric Services for the period from date of award through June 30, 2023, in an amount not-to-exceed \$400,000.
 - b. Approve a Performance Bond with Ames Trenching & Excavating, Ames, IA in the amount of \$400,000.
 - c. Approve the **secondary contract** renewal with Zoske Electrical Services, Inc., Des Moines, IA, for the Underground Trenching Contract for Electric Services for the period from date of award through June 30, 2023, in an amount not-to-exceed \$100,000.
 - d. Approve a Performance Bond with Zoske Electrical Services, Inc., Des Moines, IA in the amount of \$100,000.
2. Do not renew these contracts and instruct staff to obtain trenching services on an as-needed basis.

CITY MANAGER'S RECOMMENDED ACTION:

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

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

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

COUNCIL ACTION FORM

SUBJECT: POWER PLANT SCADA SYSTEM SOFTWARE UPGRADE

BACKGROUND:

Electric Services uses a Supervisory Control and Data Acquisition (SCADA) System to monitor status and to control power flows, electric generation, interconnections to neighboring utilities, distribution, and transmission. Data from the SCADA is also used as the basis for billing energy transactions.

The existing SCADA system was installed in 2000 and has had routine software and hardware updates. The SCADA system was supplied and is supported by Open Systems International, Inc. (OSI) from Medina, MN, and the software is based on Microsoft “.NET” technology. Advancements have continued to be made to the software to meet changing industry standards and regulations. The City has historically entered into a support services agreement with OSI to keep pace with those changes and to provide maintenance services at a reasonable price.

There are two levels of support service plan available for this software: “Diamond” and “Gold.” For the past six years, the Power Plant has performed a software upgrade every two years. It has financially benefited the plant to hold a higher level “Diamond” support service plan during the years of the software upgrade (including software, project engineering and design, and project management), and then downgrade to a “Gold” support service plan during the off years. This rotation of support service plans saves the Power Plant approximately \$30,000 annually.

On March 22, 2022, the City Council awarded a contract for the support service plan for the Power Plant SCADA system to OSI, for a term of four years (subject to future budget appropriations). The four-year contract provides for Diamond level support in FY 2022/23. In addition to obtaining the higher “Diamond” level support this year, there are other items associated with the software upgrade that need to be performed at an additional cost. **Since the Diamond level service is already under contract for this year, this action is to authorize the additional items only. The additional services being obtained are:**

1. **Third-party software patch assistance - \$20,160** Updating the operating systems on all servers and workstations
2. **Factory Acceptance Testing – \$21,600** OSI temporarily setting up system at their location and COA spending 3 days at OSI verifying the new software before it is installed at the Power Plant
3. **Purchase of Security Hardware - \$17,850** Additional hardware and service to improve the security of the SCADA system
4. **OSI Travel expenses - \$5,000** Expenses for OSI to travel to and from COA power plant. This is a not-to-exceed dollar amount.

Total cost for all items - \$64,610

Staff is requesting that the City Council waive the City’s purchasing policies requiring formal competitive bids, and award this additional work to Open Systems International, Inc., of Medina, MN in the amount of \$64,610. The FY 2022/23 operating budget includes \$65,000 for items supporting the SCADA system that are not included in the Diamond Support Service Plan.

ALTERNATIVES:

1. Waive the City’s purchasing policy requirement for formal bidding procedures and award this work to Open Systems International, Inc., Medina, MN, for additional software upgrade support in the amount of \$64,610.
2. Do not perform the additional work supporting the software upgrade and operate the SCADA system with increased risk of poor reliability.

CITY MANAGER'S RECOMMENDED ACTION:

Regulatory authorities require the Electric Utility to maintain a functional SCADA system. In addition, it is in the City’s best interest to maintain the SCADA system with the most up-to-date software, and to do this in a timely and cost-effective manner. The most effective way to maintain the SCADA system is to continue regular software upgrades on all Third-party software supporting SCADA and continue to maintain a high level of security around the system

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



MEMO

To: Mayor and Members of the City Council

From: City Clerk's Office

Date: August 9, 2022

Subject: Contract and Bond Approval

There is/are no Council Action Form(s) for Item No(s). 24, 25, 26, 27, and 28. Council approval of the contract and bond for this/these project(s) is simply fulfilling a *State Code* requirement.

/alc

COUNCIL ACTION FORM

SUBJECT: 2020/21 COLLECTOR STREET PAVEMENT IMPROVEMENTS (E. 20TH ST.)

BACKGROUND:

This annual program utilizes current repair and reconstruction techniques to make pavement improvements to streets that are chosen in accordance with the most current street condition inventory. **The location for this project is East 20th Street from Duff Avenue to Meadowlane Avenue.** The project included the repair/replacement of select storm sewer and sanitary sewer and ADA sidewalk improvements. The project also included the infill of sidewalk for the Homewood Golf Course along Duff Ave.

On March 23, 2021, City Council awarded the project to All Star Concrete, LLC of Johnston, Iowa, in the amount of \$776,718.91. Change Order #1 (balancing) was to reflect the actual measured quantities completed during construction, which resulted in an overall contract deduction of (\$33,455.38). **The final construction of the project was completed in the amount of \$743,263.53.** Revenue and expenses associated with this program are as follows:

Funding Source	Available Revenue	Estimated Expenses
2020/21 Collector Pavement Improvements	\$1,400,000	
2020/21 Homewood Golf Course (sidewalk)	65,000	
Final Construction		\$743,263.53
Engineering and Administration		\$111,500.00
TOTAL	\$1,465,000	\$854,763.53

ALTERNATIVES:

1. Accept the 2020/21 Collector Street Pavement Improvements (E 20th St) as completed by All Star Concrete, LLC of Johnston, Iowa, in the amount of \$743,263.53.
2. Direct staff to pursue modifications to the project.

CITY MANAGER'S RECOMMENDED ACTION:

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

COUNCIL ACTION FORM

SUBJECT: 2020/21 CYRIDE ROUTE PAVEMENT IMPROVEMENTS (9TH STREET)

BACKGROUND:

This annual program utilizes current repair and reconstruction techniques to make pavement improvements to streets that are or were bus routes. These streets were designed and built for light residential traffic but use as bus routes caused accelerated deterioration of the street. These pavement improvements will restore the street to carry higher traffic loads and reduce maintenance needs. **The location for this project is 9th Street from Grand Avenue to Clark Avenue.**

On March 23, 2021, City Council awarded the project to All Star Concrete, LLC of Johnston, Iowa, in the amount of \$672,550.34. Change Order #1 (balancing) was to reflect the actual measured quantities completed during construction, resulting in an overall contract increase of \$16,380.07. **The final construction of the projected was completed in the amount of \$688,930.41.** Revenues and expenses associated with this program are as follows:

Funding Source	Available Revenue	Estimated Expenses
2020/21 CyRide Route Pavement Improvements CIP	\$600,000	
2020/21 Water System Improvements CIP	200,000	
2021/22 Storm Sewer Improvements CIP	100,000	
9th St Final Construction		\$688,930.41
Engineering and Administration		103,300.00
TOTAL	\$900,000	\$792,230.41

ALTERNATIVES:

1. Accept the 2020/21 CyRide Route Street Pavement Improvements (9th St) as completed by All Star Concrete, LLC of Johnston, Iowa, in the amount of \$688,930.41.
2. Direct staff to pursue modifications to the project.

CITY MANAGER’S RECOMMENDED ACTION:

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



Smart Choice

Public Works Department

515 Clark Avenue, Ames, Iowa 50010
Phone 515-239-5160 ♦ Fax 515-239-5404

August 5, 2022

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

RE: Westar Apartments, LLC 4- Year Maintenance Bond (5B)- Final

Mayor and Council Members:

I hereby certify that the 4 year term for the stormwater maintenance bond as per the Post Construction Stormwater Management, Chapter 5B required as a condition for approval of the Westar Apartment Site Plan have been completed in an acceptable manner by **Hunziker Management Properties**. The above-mentioned stormwater management have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa and found to meet City specifications and standards.

As a result of this certification, it is recommended that the cash security for Stormwater maintenance as per 5B (2600000229.20-00) on file with the City for this site plan be reduced in full.

Sincerely,

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

John C. Joiner, P.E.
Director

JJ/cc

cc: Finance, Developer, Planning & Housing, Subdivision file



To: Mayor and City Council
From: Brian Phillips, Assistant City Manager
Date: August 9, 2022
Subject: Summary of DNR/DOT Meeting Regarding Mitigation Funding

At the July 12, 2022 City Council meeting, City staff provided a report regarding the environmental contamination at 122 North Oak Avenue, which is being pursued as a potential site for the construction of the Fitch Family Indoor Aquatic Center. This property is owned by the Iowa Department of Transportation (DOT). At that time, City staff indicated that a meeting was planned between City staff, DOT, and the Iowa Department of Natural Resources (DNR) to discuss potential opportunities to obtain grant funding to offset expenses incurred in mitigating the contamination.

On July 28, City staff (Parks and Recreation Director Keith Abraham and Assistant City Manager Brian Phillips) met on a Teams call with representatives of the DNR and DOT. DNR staff outlined three potential avenues for the City to obtain funding to offset expenses related to the contamination:

1. DNR Brownfield Program – This is funding up to \$25,000 from DNR to complete activities such as phase I/II site assessments, asbestos and lead abatement, or other environmental-related activities. Receiving funding through this program does not require that the site be cleaned up entirely. However, as City staff has reported previously to the City Council, the City’s potential expenses related to mitigation at the site exceed a million dollars.
2. Federal Brownfield Program – The U.S. Environmental Protection Agency provides funding opportunities once per year for brownfield assessment and cleanup, with much larger potential awards (\$500,000-\$5,000,000). With federal infrastructure money recently infused into the program, the cost match normally required in the program could potentially be waived. DNR staff believed that an application to this program for the 122 North Oak site would be competitive.
To be eligible, the site would need to be enrolled in the Iowa Land Recycling Program. This action would require cleaning the site up to a “residential

standard” (i.e., suitable for residing on the property). However, there are three caveats with this program that could make an application from the City challenging to complete:

- 1) Applications are typically due in December each year, with awards announced in May and entry into the program in November. This would involve a considerable delay compared to the City’s desired construction timeframe (it would likely delay the opening of the facility by a year).
 - 2) The City would have to own the property to apply, or at least have an ironclad purchase agreement to acquire it. The program is designed to protect EPA from awarding funds based on applicant subterfuge; the requirements to own the property are strict to avoid granting funds to an improper recipient.
 - 3) DNR staff indicated that generally, EPA wants to fund projects that clean up the contamination entirely, not just part of it. This is simpler when the contamination is isolated on one property, but at this site, the contamination source affects several properties. It would be necessary to define the entire area of contamination and ask other affected property owners if they would like to be included in the cleanup project. There is no obligation on their part to agree to join in, but they would need to be asked. If adjacent owners take up the offer to clean up, it could be very costly to remediate the whole area.
3. The third program DNR suggested considering is an Iowa Economic Development Authority (IEDA) redevelopment tax credit program, which provides up to \$1.5 million in assistance per property. However, this program does not appear to be applicable to cities. It might be possible to work with a third party to be an intermediary to receive the tax credits in exchange for delivering a constructed aquatic center project on a clean site, but it would be extremely complicated to do so, if IEDA would even approve it.

An additional idea mentioned by DNR staff is to consider installing a pump-and-treat system in the northeast corner of the site (where the contamination is located) and clean the groundwater before it could be drawn into the basin or building. This would result in a substantially smaller volume of water requiring treatment as compared to

treating the water that will likely collect in the pool excavation when construction begins.

Follow-up DNR Information:

Following the meeting, City staff consulted further with DNR staff regarding the funding opportunities and other details discussed during the July 28 meeting. At City staff's inquiry, DNR staff clarified that expenses already incurred by the City for the Phase I and Phase II evaluations would not be eligible for reimbursement if the City applied for the DNR Brownfield Program, since these expenses would have occurred before the grant performance period, if awarded.

City staff also requested DNR's opinion regarding the likelihood that the geothermal wells would be required by DNR to be double-cased, given what is currently known about the geothermal well location and the contamination location and characteristics. DNR indicated that there is not enough information at this time to determine what construction requirements would apply. These requirements would depend on the type of system proposed (closed loop vs. pump and inject), and other details. A thorough review of the site would need to be conducted by DNR to determine the requirements. However, due to the benzene, the DNR Private Well Program would require strict construction standards in order to provide protection to the buried sand and gravel aquifer.

DNR also clarified that its requirements regarding allowed water piping materials would not apply if the line in question is only a service line and not a water main. If a water main was located in the area, DNR permitting would be required.

DNR staff also advised the following:

“To your questions about whether it would be a good idea to double case the geothermal wells and to avoid PVC piping for the building even if those items are not required, DNR would say the following: DNR can't provide comment on what the City of Ames should do in regards to going above and beyond the requirements of DNR rules. If the City of Ames would like to go above and beyond DNR requirements, that would be a decision that the City of Ames should make with City staff, its architect, and its environmental consultant.

Additionally, on the phone, you and I had discussed the possibility of installation of a pump and treat system at the NE corner of the site. While DNR can't recommend a particular system or design, we have seen numerous

sites where this type of system has worked for conditions similar to those at the 122 N Oak Ave property (DOT property). Again, this is a decision that would have to be made by the City of Ames in consultation with City staff, its architect and its environmental consultant.”

DNR staff provided an example proposal for a pump and treat system similar to what would likely be used at the DOT site. This proposal indicated a cost range of \$78,572.85 - \$93,834.70 for one year of treatment, monitoring, and reporting.

Additional Public Feedback Received:

The City Council was provided with written feedback regarding the potential indoor aquatic center location (DOT site, O’Neil Park, or other potential locations) at the July 26 Council meeting. Written feedback regarding the indoor aquatic center location that has been received since the July 26 City Council meeting has been attached below.

ATTACHMENT 1

FITCH FAMILY AQUATIC CENTER LOCATION E-MAILS

RECEIVED AFTER JULY 26 STAFF REPORT

From: Larry Conley <vmconley19540716@icloud.com>

Sent: Friday, July 29, 2022 9:11 AM

To: Abraham, Keith <keith.abraham@cityofames.org>

Subject: Aquatic Center

Has anyone given any thought or investigated the possibility of “doming” the current Furman facility?

This idea has been brought up before and discussed with RDG Planning and Design who are the architects for the Fitch Family Indoor Aquatic Center. Below are some of the thoughts as to why this would be difficult to do:

- *Furman is near a flood plain that set some tight limits on what we could do, where to build, etc. If this is converted to an indoor we would need more space for mechanical rooms, etc. I don't think we can go toward the creek so would need to build into the hillside?*
- *You would need to close down for 1 year to build the enclosure.*
- *The existing buildings are not built for year round use. These would most likely need to be demolished and replaced with new. This is for the office area, changing, and pool equipment.*
- *It is a challenge to build over something and will increase the cost of construction.*
- *There might not be enough available site to also get a walking track and multiuse room on the site.*
- *You would lose a true outdoor pool. The city would then only have an indoor pool with outdoor current channel and slide? Depending on if you enclosed just the 50M and play pool and left the others outdoors.*
- *If you wanted to enclose all of the existing bodies of water, it would be very costly to build and operate.*
- *An outdoor facility is usually spread out more than an indoor facility and therefore when you enclose the outdoor you end up with more space inside. Therefore operating cost might be higher.*
- *We would need to check parking requirements for an indoor vs an outdoor.*
- *As you build the enclosure you would also have to move some of the underground piping.*

Let me know if you have any further questions.

Thanks and have a great weekend!

From: Tom Schultz <tom.tschultz@gmail.com>

Sent: Monday, August 1, 2022 8:51 AM

To: Abraham, Keith <keith.abraham@cityofames.org>

Subject: Please remind me when the Aquatic Center item will be on the agenda again. Thank you.

Tom,

Council discussed this on July 26 but did not make any decisions. They will discuss again at the August 9 meeting at 6:00 PM.

Let me know if you have any further questions!

From: Bob & Kathy Best <bobbest1126@yahoo.com>

Sent: Friday, July 29, 2022 6:09 PM

To: Abraham, Keith <keith.abraham@cityofames.org>

Subject: Aquatic Center

Please keep me on your email list for pool updates.

Thank you,

Bob Best

PS. ? Why is putting a retractable roof on the Furman Pool not an option?

Bob,

I will put you on the list.

Regarding the Furman Aquatic Center, below are comments received from RDG Planning and Design regarding enclosing it:

- *Furman is near a flood plain that set some tight limits on what we could do, where to build, etc. If this is converted to an indoor we would need more space for mechanical rooms, etc. I don't think we can go toward the creek so would need to build into the hillside?*
- *You would need to close down for 1 year to build the enclosure.*

- *The existing buildings are not built for year round use. These would most likely need to be demolished and replaced with new. This is for the office area, changing, and pool equipment.*
- *It is a challenge to build over something and will increase the cost of construction.*
- *There might not be enough available site to also get a walking track and multiuse room on the site.*
- *You would lose a true outdoor pool. The city would then only have an indoor pool with outdoor current channel and slide? Depending on if you enclosed just the 50M and play pool and left the others outdoors.*
- *If you wanted to enclose all of the existing bodies of water, it would be very costly to build and operate.*
- *An outdoor facility is usually spread out more than an indoor facility and therefore when you enclose the outdoor you end up with more space inside. Therefore operating cost might be higher.*
- *We would need to check parking requirements for an indoor vs an outdoor.*
- *As you build the enclosure you would also have to move some of the underground piping.*

Let me know if you have any further questions. Thanks and have a great day!

From: webmaster@cityofames.org <webmaster@cityofames.org>

Sent: Sunday, July 31, 2022 10:04 AM

To: Ames Park Rec <amesparkrec@cityofames.org>

Subject: City of Ames, IA : Comments/Questions from the web

A new entry to a form/survey has been submitted.

Form Name: Parks and Recreation Questions/Comments

Date & Time: 07/31/2022 10:03 AM

Survey Details

1. Please enter contact information			
FIRST NAME	Cathy	LAST NAME	Mather
2. Please enter your question or comment here:			
PLEASE don't take green space away to build an indoor aquatic center! There has to be other choices. Ames green spaces help to make this community special - unique! O'Neil Park needs to remain a park.			
3. Would you like to be contacted by Ames Parks and Recreation staff?			
<input type="radio"/> YES			
E-Mail (If reply is requested)	Cathjean75@gmail.com		
Phone (If reply is requested)	Not answered		

Thank you,
City of Ames, IA

Cathy,

Thank you for your comments related to the proposed indoor aquatic center! They will be passed on to City Council for consideration. If you have any questions, please contact me.

Have a great day!

From: Roxanne Thompson <rjthomps60@gmail.com>

Sent: Tuesday, August 2, 2022 8:53 AM

To: Abraham, Keith <keith.abraham@cityofames.org>

Subject: Ames Aquatic Center planning and decision making email list

Good morning, Keith. I will appreciate it if you will add me to the mailing list re updates in planning for the Ames Aquatic Center. I greatly appreciate the work that you, your

colleagues and the City Council are putting in to make the Aquatic Center (including hopefully the walking track 😊) a reality!

Best,

Roxanne Thompson

Roxanne,

I will add you to the list and forward a newsletter that went out yesterday.

Thanks and have a great day!

From: Joyce Russell <jmriowa@gmail.com>

Sent: Tuesday, August 2, 2022 12:04 PM

To: Abraham, Keith <keith.abraham@cityofames.org>

Subject: Aquatic Center Site

Hello,

Please add me to the email list for information on siting the new aquatic center.

Joyce Russell

Joyce,

I will add you to the list and send you a newsletter that went out yesterday.

Have a great day!

From: Mark Clipsham <mc@architecturebysynthesis.com>

Sent: Saturday, July 30, 2022 11:11 AM

To: Abraham, Keith <keith.abraham@cityofames.org>

Subject: indoor pool

Why not put it next to the outdoor pool at the bottom of the road up to the high school? Share some parking. Mostly different seasons and user groups. Being near the high school couldn't hurt.

Good luck,

Mark Clipsham (Principal)

(architect/active PA/all project types/residential/specific types elsewhere)

Architecture By Synthesis

1552 X Ave

Ames, IA 50014

515 450 2538

mc@architecturebysynthesis.com

architecturebysynthesis.com

Architecture is about people and their desired relationship with their environment.

The project is the manifestation, of the relationship, of all the people involved in the project.

Mark,

Thank you for the question!

This has been reviewed in the past and poses some challenges such as most of that area is either in the flood way or flood way fringe. The current project is part of a designated 75 acre Reinvestment District designed to help revitalize the downtown and Lincoln Way Corridor. As of right now, City Council has only asked staff to look for potential areas in close proximity to the existing Reinvestment District boundaries which the Furman Aquatic Center site does not fall within these parameters.

Let me know if you have further questions. Have a great day!

From: Mark Clipsham <mc@architecturebysynthesis.com>

Keith,

Sure. Municipal projects in Ames just seem to take a long time to realize. The city tends to get in its own way.

Best wishes,

Mark Clipsham (Principal)

Thanks Mark!

From: Louis Banitt <doclouie1932@gmail.com>

Sent: Monday, August 1, 2022 1:44 PM

To: Abraham, Keith <keith.abraham@cityofames.org>

Subject: pool

Hi

Thanks for the input.

I wonder if the mitigation cost might be worth it if the delays and other sites prove to be at least as expensive or less suitable.

I understand the hesitancy of the people surrounding O'Neil Park.

I also am familiar with the site adjacent to Brookside park and at first glance it looks doable.

Bus lines can be rerouted!

Louie

Louis Banitt

doclouie1932@gmail.com

2514 Kellogg Ave

Ames, IA 50010-4863

515-232-1122

Dr. Banitt,

Thank you for the feedback! These are all things that will need to be considered when making a decision as to where to locate the indoor aquatic center.

Have a great day!

From: susieqjaguar1969@aol.com <susieqjaguar1969@aol.com>

Sent: Monday, August 1, 2022 6:56 PM

To: Schainker, Steve <steve.schainker@cityofames.org>; Haila, John <john.haila@cityofames.org>; Corrieri, Amber <amber.corrieri@amescitycouncil.org>; Beatty-Hansen, Bronwyn <bronwyn.beattyhansen@amescitycouncil.org>; dleeson@city.ames.ia.us; arollins@city.ames.ia.us; Betcher, Gloria <gloria.betcher@amescitycouncil.org>; Whitlock, Nicole <nicole.whitlock@amescitycouncil.org>; Junck, Rachel <rachel.junck@amescitycouncil.org>; Gartin, Tim <tim.gartin@amescitycouncil.org>; Abraham, Keith <keith.abraham@cityofames.org>

Subject: Institutional memory

Council, Mayor, City Manager and P&R Director,

In the early/mid 1960's, while getting my initial degree from Iowa State, my good friend's widowed mother lived in the brick apartments facing O'Neil Park. I got to know that area of

Ames well. When I returned to Ames in the early 1970's, I began teaching for the Ames School District. I say this to establish my Institutional Memory (over 50 years) in this community where I've chosen to make my home.

When I began teaching in Ames, there were 10 elementary schools in Ames. They anchored our neighborhoods. (Although the population has grown, we now have five).

The reason I bring this to your attention, is that the O'Neil Park neighborhood lost that anchor (Lincoln School), and that area of town has certainly felt the repercussions. Add to that, the buildup of University Blvd. and other structures, culminating in the flooding & removal of homes, further reducing the number of affordable homes in their community. Further adding to distress for the people living in the close-knit South part of Ames, S 4th Street has become a morass of vehicles, traffic & overflow parking, during ISU athletic events,

I hope that each of you, Council, Mayor, City Manager and P&R Director, take all this into consideration. The choices the City has made, over time, has already hit the O'Neil Park community hard. The residents do not deserve to have their pocket-park taken from them, as well.

Respectfully,

Susie Petra

Susie,

Thank you for the additional comments related to the O'Neil Park neighborhood!

Have a great day!

From: Renee Van Marel <rvanmarel@agleader.com>

Sent: Thursday, August 4, 2022 12:44 PM

To: Abraham, Keith <keith.abraham@cityofames.org>

Subject: Preserving O'Neil Park

Greetings Keith,

My name is Renee Van Marel. My husband Ross and I have lived at 213 S Hazel Ave for nearly 32 years. Ross and I are opposed to building anything on the O'Neil Park site. I could list a lot of reasons for you, but many of them were voiced at the last council meeting and I agreed with all of them.

O'Neil Park is just around the corner from our home. Every day I see families that live in our community using the park. Would these same people use an indoor aquatic center, yes maybe they would, but please take the O'Neil Park site off the list of acceptable building site options.

I am in favor of the indoor walking track portion; I don't swim but I do walk and run. The idea that the cost of cleanup at the DOT site makes the track portion too costly sounds like an excuse to me. I believe the Fitch Indoor Aquatic Center would be a great addition to Ames, but not if it destroys a neighborhood park and green space that are valuable to the community currently. Please preserve O'Neil Park in it's current location.

Thank you for your service to our community and for taking the time to consider my thoughts,

Renee Van Marel
213 S Hazel Ave
Ames IA 50010
515-460-4793

Renee,

Thank you for taking the time to share your thoughts regarding a potential location for the proposed indoor aquatic center! I will pass them on to City Council.

Have a great day!

From: Jonathan and Sarah Bunge <jsbunge@hotmail.com>

Sent: Wednesday, August 3, 2022 3:20 PM

To: City Council and Mayor <mayorcouncil@amescitycouncil.org>

Cc: Abraham, Keith <keith.abraham@cityofames.org>

Subject: Indoor Aquatic Center

Greetings Mr. Mayor, City Council members, and Mr. Abraham,

My wife, son, and I live at 226 S. Maple Ave., directly across the street from O'Neil Park. The park was a strong positive factor in our choice to move into the Oak-to-Riverside neighborhood. We have loved using the park's amenities. These amenities have grown over the years, which has drawn more people to use and fall in love with O'Neil Park. We have witnessed the countless ways this park benefits the city. There is hardly a day that goes by

without the park being used for a parks-and-rec youth sports practice or game, a pickup game of basketball, soccer, cricket, or frisbee made up of college students from the surrounding apartments, or a picnic for local church groups, stay-at-home-parent group play dates, DOT employees, YSS gatherings, and S. Oak apartment inhabitants. I do not believe a new O'Neil Park will thrive and be as active as the current park.

I wish to share more questions and comments regarding the Indoor Aquatic Center being proposed for O'Neil Park. I ask the city to consider removing O'Neil Park from the list of proposed alternative sites.

My questions are:

1. How can the city decide on a new site for the aquatic center if that site currently sits outside of the proposed redevelopment area? Shouldn't the city be doing its homework first by resubmitting a proposal for amended borders of the redevelopment area? How can O'Neil be chosen without it being in an amended redevelopment zone first approved by the state? I believe this is an example of, "putting the cart before the horse."
- 2.
3. How can the city decide to bulldoze one city park before it has the approved the plans of relocating and developing a new park nearby? Again, "putting the cart before the horse."
3. How can the city in good faith claim to be bulldozing a park in the name of redevelopment? Urban redevelopment is a tool for giving land a new life when it's no longer useful, wanted, or attractive. There's nothing useless, unwanted, or unattractive about O'Neil Park. However, as I drive east on Lincoln Way between Kellogg and Dayton Avenues, I see a huge swath of central business corridor properties that are undeveloped, vacated, or run down and are, one could argue, an eye soar to our town.
- 4.
5. How can the city be mindful of carbon footprints with a pledge to be carbon-neutral and then take away green space? I ask you to be honest with yourselves and residents of this town and examine how this plan follows the council's own initiatives to be carbon-neutral. It's meaningless fluff if you don't back up your words and commitments with actions.
- 6.
7. Is the city willing to risk the decay of the Oak-to-Riverside neighborhood if O'Neil Park is moved? I truly believe our neighborhood would slowly choke from increased traffic volumes, lower property values, and a less desirable atmosphere. The short-term gain of building this facility in O'Neil Park is not worth the long-term risk of reducing our neighborhood's residential attractiveness and viability. This neighborhood is already a mix of middle- to low-income families. Taking away the heart of the neighborhood and replacing it with an eye sore would drive out those who can afford to leave the neighborhood over time.

6. Has the city thought about the public safety risks of having O'Neil Park moved to the west? Many homeless people inhabit the riverbanks along loway Creek. I have encountered homeless men and women using the picnic tables in the greenspace as a bed when walking through the greenspace. I believe a new park along the creek would increase the chance of misunderstandings between those people using the space, potentially leading to violence in the area. O'Neil Park is much safer environment, especially for woman and children, in its current location.
- 7.
8. How would a new park squeeze into the long, narrow green space near loway Creek? There's no easy way to reach the park via car, as streets to the north are dead ends, and property to the south is privately-owned. There isn't adequate current parking that can handle the capacity for homeowners and park patrons. Roads and parking would have to be developed, which would further decrease the amount of land available for a park. You'd be violating your carbon pledge because you'd have to pave over greenspace to develop a new park, parking, etc.
- 9.
10. Have any of you walked through the area along loway Creek on a home football game Saturday? The private property to the south, which is used for game-day parking, fills up and the greenspace to the north is overrun by many visitors who set up tents, etc. I have watched many tailgating vehicles ignore posted signs asking vehicles to not drive through the greenspace. This would be a huge safety hazard for park patrons.
9. Has the city considered how it would monitor and police football game attendees from parking in the lot of the aquatic center if located at O'Neil Park, both in its current and possible future location along loway Creek?
10. Does the city realize that O'Neil Park functions as an outdoor living room for the many people who live in the apartments along S. Oak Ave, and for the students living in the complexes along S. 4th St. to the west of S. Maple Ave? I have visited with several people who live in the S. Oak apartments while living in my house for the past eleven years. Many are students, low-income, minorities, or young families. In my opinion, taking away this park would make those apartments less desirable to future renters.

In the spirit of compromise, the city should consider incorporating parts of the current O'Neil Park into the plans for the new Indoor Aquatic Center should O'Neil Park be chosen. This would allow a "mini-park" to still exist for the neighborhood. This would show the city is acting in good faith by balancing the wishes of the property's original owner and the many

neighbors and other citizens who do not want the park to be disturbed, with the needs of the city to build this facility. My ideas include:

1. Leave as many existing trees as possible.
- 2.
3. Leave the basketball court and playgrounds intact.
- 4.
5. Leave a strip of land for picnic tables between trees on the north side of the park along S. 3rd St, as currently set up.

Thank you for your time and consideration on this important issue.

Jonathan Bunge

Jonathan,

The questions you have posed will be considered by City Council as it discusses the location of the proposed indoor aquatic center.

Thank you for taking the time to share these questions along with your thoughts and comments!

From: Judith Lemish <judamiser@aol.com>

Sent: Tuesday, August 2, 2022 9:47 AM

To: Abraham, Keith <keith.abraham@cityofames.org>

Cc: Haila, John <john.haila@cityofames.org>; Betcher, Gloria <gloria.betcher@amescitycouncil.org>; Gartin, Tim <tim.gartin@amescitycouncil.org>; Rollins, Anita <anita.rollins@amescitycouncil.org>; Junck, Rachel <rachel.junck@amescitycouncil.org>; Corrieri, Amber <amber.corrieri@amescitycouncil.org>; Beatty-Hansen, Bronwyn <bronwyn.beattyhansen@amescitycouncil.org>

Subject: Decision on Pool Location

In the email I got from parks and rec you sent out, you mentioned the August 9th council meeting. I'm not sure exactly if a decision is being made that night by council or not? Will more input from the community be allowed to be presented by email before this Friday or in person at the meeting? Will a decision be made at end of August then if comments are allowed?

It seems a little vague at this point. Also no mention of other possibilities is mentioned very well, if at all. The O'Neil site is referenced as if it is the only best choice we have (?).

I must be honest now, I am not very pleased with this whole process! Taking free-for-use recreational green park space and trading it for hard surfaced fee-for-use recreation space is wrong. This seems to be a slippery slope. Ames is pitting different uses for this space against one another instead of coming up with an alternative site. A site that has no emotional feelings, history or neighborhood importance attached to it!

Judith Lemish
327 S. Maple

Judy,

Thanks for your questions and comments!

City Council will be accepting comments at its August 9 meeting with no decision being made on the site location. At its August 23 meeting, City Council will discuss amongst itself and likely make a decision on the site location. No public input will be invited at the August 23 meeting. Corresponding with the Mayor and City Council via email is also an option for communicating your comments and concerns.

The information sent in the newsletter on Monday was in response to Council's request to share information from the last two Council meetings with as many residents as possible. Staff has also distributed a press release and put information out through the City's social media outlets in response to this request.

Please contact us if you have any further questions.

From: Eryn Shriver <shriver3@gmail.com>

Sent: Friday, August 5, 2022 10:16 AM

To: City Council and Mayor <mayorcouncil@amescitycouncil.org>; Abraham, Keith <keith.abraham@cityofames.org>

Subject: Thoughts on the new aquatic center

Dear Mayor Haila and Ames City Council,

I am writing today to present four points I think are important to consider when making the decision on where to place the new aquatic center. I will attempt to stick with the facts and limit my emotional response. After all, this is not a referendum on whether or not we like parks. We all like parks. It is a financial, strategic, sustainability, and marketing decision. The questions you may be considering are about the budget and final costs, what amenities we can make available to Ames citizens as well as market to neighboring towns, the safety of all aquatic center users and getting the most "Bang for your buck." I will address each of these.

First, I would address the misunderstanding regarding the comparison between building Miracle Park at Inis Grove and building the aquatic center at O'Neil Park. When Miracle park was completed it opened a much needed space for members of our community. It also retained much of the green space, walking trails, wooded areas, and playground equipment originally part of Inis Grove Park. If the aquatic center is located on O'Neil Park, it would take up 100% of the space, not a portion of the park, the entire park. I have heard it being said that the city should simply put the pool in a corner of O'Neil Park. O'Neil Park is nearly the same exact size as the original site on Oak Ave. The current plans for Oak Ave. pave the entire north half of the lot for parking and the building takes up nearly all the southern portion of the lot. The size of facility the city is considering would not fit in a portion of O'Neil Park, it would take up the entirety of the space.

Next, I'd like to address the issue of usage. The Council was enthusiastic about the numbers Mr. Abraham shared about pool usage and what we might expect with a new facility. These are documented numbers from admissions data. Many friends and neighbors of the park shared stories of frequent to constant use of the park by the community. However, these stories are anecdotal and cannot be properly quantified. If park usage is an important metric for making this decision, then a proper usage study should be commissioned. Mr. Abraham said that he has driven by O'Neil Park and noticed no users from time to time. I would share that at different times over the years my children have been the only ones on the equipment at Brookside, Bandshell, Inis Grove, and Emma McCarthy Lee Parks in Ames. One drive-by cannot quantify the usage of a space. For instance, just last month there were nearly 500 people in O'Neil Park to watch the fireworks and celebrate the 4th of July. Did you know the fireworks are perfectly visible from O'Neil Park? Again, if usage is important to the decision-making process, please request a proper usage study to determine what we are actually exchanging for 50,000 pool users.

There are two safety issues I want to raise. First regarding the suggestion that the O'Neil Park play equipment be moved to the green space west of its current location and east of loway Creek. While from a distance or on a static map, this looks like a big empty green area, I'd like to remind everyone why it is that way. There used to be single family homes in that area. After repeated flooding, the homes were condemned by this city and torn down, with the caveat that no new construction be located there. Just because it is green does not mean it is a suitable space for a park. Walking across the footbridge the other night I thought about how many woodchips (or whatever base material is used) would wash into the creek year after year. And how much sand and silt would infiltrate the play equipment. I wondered what material would be used for the play structures that would not succumb to the elements after only a few years. For the safety of our kids and families, a full survey of the site to determine soil contaminants, existing underground infrastructure, (spoiler: there are still manhole covers, storm drains and at least one fire plug), and options for base material that will not infect our creek when it washes away should be performed before any decision is made on moving the O'Neil Park play structures to this location.

The other safety concern has more to do with public perception. I have been asked if I thought the public would embrace the Oak Ave. site knowing it had been contaminated. The answer to that lies in the hundreds of kids, including my own, who play baseball and soccer at Hunziker Youth Sports Complex. The Ames city council on it's current website

assures us that the area that is now Hunziker Youth Sports Complex and the Ames Dog Park are perfectly safe for use after they mitigated the radiation leak from back in the 1950's. All of the radioactive ground material was removed and multiple testing has shown the area to be safe. With proper mitigation of the Oak Ave. site, I have no doubt that the city will be able to assure us of the safety of the pool as well.

Finally, the issue of money. It was noted at the last meeting that with the extra cost of cleaning up the Oak Ave. site, there would not be enough money to include the indoor walking track and community space. But, locating the center on the O'Neil Park site, would give us the most "Bang for our Buck!" I would remind the Council that nothing in the Fitch Family Aquatic Center will be free of charge. If I remember correctly, the cost of an annual family membership at the 13th St. proposed center was in the realm of \$700 per year. There are hundreds of families in Ames that will never come up with that kind of cash to use the facility. So, really we are talking about exchanging O'Neil Park, a free, quality amenity that is open and available to all Ames residents and the wider community, for an expensive, limited-access, amenity that is available only to those who can come up with the cash. I do not find this to be an equitable exchange.

Mr. Abraham said in the last meeting that the mitigation cost could be anywhere from \$350,000 to \$1.2 million. This is, of course, on top of the \$2.9 million purchase price of the Oak Ave. property. In a quick internet search, I and others have found there are many additional grants available for this type of site restoration. Also, I quote directly from the AGENDA ... AND REGULAR MEETING OF THE AMES CITY COUNCIL, JULY 12, 2022, pg 18, "5. Possibility of Grant Funding – DOT administrators have offered to help the City by arranging a meeting with IDNR officials regarding the possibility of grant funding to address environmental contamination at this site. If this meeting is able to be arranged prior to the July 26 Council meeting, staff will report back regarding the discussions and outcomes." In a project of this size and scope, the mitigation costs are not unreasonable, and the DOT has offered to help find additional grant money to pay for it.

I have spent significant time considering this situation over the past few weeks. And it still concerns me greatly that the O'Neil Park site is even under consideration. The ethical imperative to clean the Oak Ave. site and make it useful again along with the offer by the DOT to assist in securing grant money to cover the cost should be enough to close this topic and write up the purchase offer for the Oak Ave. site. This City Council includes environmental sustainability as a core value. What is more sustainable than making an unusable space usable again? While this value is not on the agenda until later this year, the Council included, "...and continue pursuing targets of opportunity to achieve greenhouse gas reduction" as part of the stated plan, (City Council Values, Goals and Tasks, February 15, 2022, pg 5, Goal 1). THIS is our opportunity to walk the talk.

I am opposed to the use of O'Neil Park as the site of the aquatic center. I would like to see the Council direct staff to begin the purchase process for the Oak Ave. site. I would also encourage the Council to authorize staff to accept the assistance of the DOT to secure additional grant money to cover the cost of mitigation.

Thank you,

Eryn Shriver
202 S. Maple Ave.
Ames resident since 1994,
Oak-Riverside neighborhood since 1998.

From: Jan Schneider <jschn53@msn.com>

Sent: Friday, August 5, 2022 12:11 PM

To: Haila, John <john.haila@cityofames.org>; Abraham, Keith <keith.abraham@cityofames.org>; Betcher, Gloria <gloria.betcher@amescitycouncil.org>; Gartin, Tim <tim.gartin@amescitycouncil.org>; Rollins, Anita <anita.rollins@amescitycouncil.org>; Junck, Rachel <rachel.junck@amescitycouncil.org>; Beatty-Hansen, Bronwyn <bronwyn.beattyhansen@amescitycouncil.org>; Corrieri, Amber <amber.corrieri@amescitycouncil.org>

Subject: O'Neil Park

Mr. Mayor, Mr. Abraham, members of the city council:

I am writing today to express my strong opposition to siting the Fitch Family Aquatic Center in O'Neil Park. While I support the need for a facility of that kind in Ames, I believe there are other sites that would suffice without destroying an existing green space.

In spite of many changes over the years, our neighborhood has been relatively stable, due to several factors: easy access to downtown and the commercial area on Lincoln Way east of Grand Avenue, the presence of two CyRide stops on Lincoln Way and South Fourth and Hazel Avenue, and the addition of the nearby ISU Athletic Complex. Of equal importance to this stability, I believe, has been the presence of the green space provided by O'Neil park, which not only provides a place for people to gather and enjoy the outdoors, but a visually pleasant and restful spot in the middle of this residential/light industrial area. While our neighborhood is not considered upscale, it is an area that provides affordable housing for many people, the need for which has been acknowledged by Ames leaders. I find it ironic, therefore, and somewhat hypocritical, that the city which boasts of its beautiful and accessible park system as a "quality of life" amenity is considering destroying one of these parks in order to add yet more cement and building to this site.

In addition, I have a somewhat personal but relevant interest in this discussion. My husband and I have lived in the O'Neil family home on South Hazel Avenue since 1971; we bought it from the O'Neil family after Clem O'Neil's death. During those fifty years, we learned something about the man who built the house and have come to the conclusion that the house itself reflects his character and values. The house is unpretentious but built of brick and cement, sturdy materials meant for long and comfortable use as a home to raise a family. The lot is generous with trees, bushes and other greenery, perfect for children to play and for adults to enjoy being outside with nature. It seems to me that the gift of the park also reflects these values—a comfortable, long lasting place for families to enjoy in the

same way. I think it would be disrespectful of the O'Neil family legacy and contribution to the city of Ames to replace such a generous gift with a building and parking lots.

Sincerely,

Jan Schneider
209 South Hazel Avenue
Ames, IA 50010
jschn53@msn.com
515-231-1044

Jan,

Thank you for providing your thoughts and comments regarding O'Neil Park!

COUNCIL ACTION FORM

SUBJECT: REQUESTS FROM AMES CHAMBER OF COMMERCE FOR SMALL BUSINESS SATURDAY IN CAMPUSTOWN BUSINESS DISTRICT

BACKGROUND:

For many years, the Ames Chamber of Commerce has held a Small Business Saturday event in the Downtown area. At the April 26, 2022, meeting, the City Council approved the 2022 Small Business Saturday request for Downtown, which will take place on Saturday, November 26, 2022. **The Chamber has now submitted a request to also facilitate Small Business Saturday in Campustown on November 26.**

To facilitate this event, organizers are requesting suspension of parking regulations and enforcement for the Campustown Business District from 8:00 a.m. to 8:00 p.m. on Saturday, November 26, and a waiver of the fees for parking (\$1,225 estimated loss to the Parking Fund). A Blanket Temporary Obstruction Permit has also been requested.

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

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

Historically, four special events each year include a request for district-wide free parking (Downtown Small Business Saturday, Ames Main Street Shop for a Cause, January Dollar Days, and Summer Sidewalk Sales). All four are Ames Main Street events, where one day of waived parking totals \$1,370.25 in lost parking revenue.

Rather than require Ames Main Street to directly reimburse the Parking Fund, the City Council has allocated funding in the City Budget to transfer from the Local Option Sales Tax Fund to the Parking Fund to make the Parking Fund whole for this lost revenue. During the process to prepare the FY 2022/23 City Budget, the City Council allocated \$5,489 in the Local Option Sales Tax Fund to reimburse the Parking Fund for Downtown special events, based on the request from the Chamber of Commerce at that time.

Although the City Council allocated funding in the City Budget for those four events, funding was not requested by the Chamber during the budget preparation

process for this Campustown Small Business Saturday request. Therefore, to implement the City Council's adopted policy regarding area-wide free parking, the Chamber of Commerce will be required to reimburse the City for the \$1,225 in lost parking revenue. Chamber staff has indicated that it would be willing to pay for the lost parking meter revenue if necessary to approve the event.

ALTERNATIVES:

1. Approve the requests for Small Business Saturday in Campustown as requested by Ames Chamber of Commerce but **require reimbursement** from the Chamber of Commerce for lost parking meter revenue in the amount of \$1,225.
2. Approve the requests for Small Business Saturday in Campustown as requested by Ames Chamber of Commerce and **transfer \$1,225 from the Local Option Sales Tax Fund to the Parking Fund** to reimburse for lost parking meter revenue.
3. **Waive the City Council's policy regarding Parking Fund reimbursement** and approve the requests, including the waiver of parking meter fees without reimbursement.
4. Deny the requests.

CITY MANAGER'S RECOMMENDED ACTION:

Small Business Saturday is a new event for the Campustown Business District. This event aims to attract people to the Campustown area and promotes shopping locally to kick off the holiday shopping season.

The City Council's adopted policy regarding parking meter waivers indicates that the Parking Fund should be reimbursed for this waiver of parking meter fees. Because the Council has not allocated funding in the City's Local Option Sales Tax Fund to transfer to the Parking Fund for this event, it is appropriate to require the event organizers to reimburse the City for this lost parking revenue.

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



Smart Choice

July 15, 2022

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

Dear Mayor Haila and Members of the Ames City Council,

The Ames Chamber of Commerce plans to host Small Business Saturday on Saturday, November 26, 2022 in the Campustown Business District.

Specific information about the event can be found on the included Special Event Application. Additionally, we request a temporary obstruction permit and a waiver of fees for free parking at city meters located throughout Campustown on Saturday, November 26, 2022.

Thank you for your consideration of this request. We look forward to seeing you in Campustown.

Sincerely,

A handwritten signature in black ink, which appears to read 'Daniel A. Culhane'. The signature is fluid and cursive, with the first name 'Daniel' being the most prominent.

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



For Office Use Only

Documents Received

Date: _____

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

Special Events Meeting

Date _____

Time _____

Room _____

Documents Sent:

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

Departments Included

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

CAA: Sarah Dvorsky
 AMS: Sarah Dvorsky
 ISU: Events
 Authorization Committee

City Council Meeting

Date _____

___ Added to Agenda with CAF Approved Y N

Reminder Date _____

SPECIAL EVENT APPLICATION

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

Event Name

Location/Address

Region *(Select one or more)*

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

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

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

director@amesdowntown.org
 sarahd@ameschamber.com
 eventauthorization@iastate.edu

TIMELINE

Setup Date Time M T W R F Sa Su

Event Starts Date Time M T W R F Sa Su

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

Small Business Saturday is an annual event during which businesses will offer sales, promotions, and discounts. Weather permitting, businesses may set up on the sidewalk immediately in front of their store front. Shoppers should also be drawn to the free parking!

Event Ends Date Time M T W R F Sa Su

Teardown Complete Date Time M T W R F Sa Su

Event Category

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

Rain Date Rain Location

Yes No

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

CONTACTS

Sponsor/Applicant Name

Address

City State Zip Code

Daytime Phone Cell Phone

E-mail

Alternate Contact Name

Daytime Phone Cell Phone

E-mail

ATTENDANCE

Anticipated Daily Attendance

Yes No

Is this event open to the public?

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

ORGANIZATION STATUS/PROCEEDS

- For-Profit
 Bona Fide Tax Exempt
 Nonprofit

Yes No

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

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

Percentage of net proceeds going towards fundraising %

Percentage of net proceeds going towards for-profit entity %

SECURITY

Ames Police Department 24 hour non-emergency phone number: 515-239-5133

Please complete the course at <https://www.crowdmanagers.com/training> for crowd management training.

Yes No

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

Security Organization

Address

City State Zip Phone

Email

COUNCIL ACTION FORM

**SUBJECT: **APPROVAL OF CONTRACT WITH ISU COMMUNITY AND
REGIONAL PLANNING REGARDING COMMUNITY ENGAGEMENT****

BACKGROUND:

One of the City Council's goals is to develop, test, and evaluate strategies to improve community engagement, particularly as it relates to underrepresented groups in the community. The specific task assigned under this goal is to work with Dr. Alenka Poplin and her Community and Regional Planning classes at ISU to host another "Play Ames" festival. The first iteration of Play Ames took place in fall 2021.

After further discussion with Dr. Poplin it was agreed to build upon last year's experience. However, rather than identify central locations throughout the City and expect underrepresented groups to come participate in playful engagement activities, a mobile pop-up van staffed by ISU students will this time come to the underrepresented groups in their neighborhoods or at the facilities of trusted entities, such as the faith communities. In this way, a comparison can be made to the effectiveness of either approach.

An additional goal of the research is to identify neighborhood leaders and influencers and develop strategies to establish a network the City can turn to for input from the underrepresented groups. This network would be different than relying on membership from the Neighborhood Associations in which underrepresented residents in the community rarely participate.

In order to make this research more relevant to the City, the citizen input derived from the play experiences will be designed around the City's efforts to implement sustainability programs to reduce the community's carbon footprint. This feedback will be beneficial as the City Council develops its Sustainability Implementation Plan.

Dr. Poplin has developed a proposal marked as Exhibit A to their proposed contract. The engagement activities are planned to occur over the Fall and Spring semesters and will cost the City \$10,000. Funding is available in the City Council's Contingency Account. This account contained \$69,403 in unreserved funding at the end of FY 2021/22 which staff expects to carry forward into the current fiscal year. An additional \$50,000 of new funding was added to this account as part of the adopted FY 2022/23 budget.

ALTERNATIVES:

1. Approve the attached agreement with Iowa State University for pop-up playful community engagement events and authorize \$10,000 from the City Council's Contingency Account to pay for this initiative.
2. Do not approve the attached agreement with ISU, and instead pursue some other strategy for continuing the City Council's goal of improving community engagement.

CITY MANAGER'S RECOMMENDED ACTION:

In accordance with the City Council's stated goal to improve community engagement before making important policy decisions by working with Dr. Alenka Poplin and her Community and Regional Planning classes at ISU to host additional Play Ames events, it is the recommendation of the City Manager that the City Council approve Alternative #1, as described above.

EXHIBIT A

Play Ames 2.0: Imagine Your City | Moving pop-up playful community engagement and Establishment of the network of community leaders

Collaborating partners:

City of Ames, Community Engagement Living Lab and ISU Community and Regional Planning Department, College of Design

A. Project Significance

The project titled *Play Ames 2.0: Imagine Your City* concentrates on studying, developing, and testing playful, game-based approaches for community engagement in urban planning. The main focus is on engaging underrepresented and marginalized groups that rarely participate in the community engagement events organized by the city. They include low-income and low-education residents, Asian, African-American, students, children, and other marginalized groups. Based on literature and the experience as reported by the city officials these groups are among those that are traditionally difficult to engage.

The innovation and main contribution of this project can be summarized as follows:

1. **Designs and executes moving pop-up playful community engagement** in the identified neighborhoods with high population of low income, low education residents and other marginalized and underrepresented groups (Fall 2022).
2. **Established entities trusted by the marginalized communities**, such as faith communities that have a significant minority membership. Executes and tests movable pop-up playful community engagement integrating it with programs/events/activities already in place by these trusted entities (Beginning Fall 2022, Continue Spring 2023).
3. **Identifies neighborhood community leaders and influencers** and identifies strategic steps that need to be undertaken to establish a network of neighborhood leaders and influencers (Spring 2023).

The project focuses on moving community engagement utilizing a pop-up van that aims to visit a variety of neighborhoods. It also proposes to test novel technologies such as geographic information systems (GIS) and community mapping in the process of community engagement. The main topic is organized around sustainability and the acceptance of identified sustainability recommendations provided by the City of Ames. This project addresses the problem of engaging marginalized and underrepresented residents in urban planning that exists across the nation. The work accomplish in this project will be of a benefit to the City of Ames and can be applied to other cities.

B. Background and Previous Collaboration

In 2020, the City of Ames manager Steve Schainker, the City Council represented by Dr. Gloria Betcher and ISU Community and Regional Planning Department (CRP) represented by Dr. Alenka Poplin signed a Request for Assistance (RFA). The City of Ames was seeking help in exploring ways in which they could increase engagement of underrepresented and marginalized communities in Ames. The collaboration envisioned the involvement of the students enrolled in two studio courses and their work on research and implementation of novel engagement methods, strategies and technologies. A group of four student leaders was formed during the summer 2021 which worked under the leadership of Dr. Alenka Poplin (ISU, CRP). The team developed a set of playful learning engagement methods with the focus on engaging underrepresented groups. This work resulted in the organization of the 1st community engagement festival *Play Ames: Imagine your City*, on September 25, 2021. This proposed project represents the continuation of the work accomplished in the previous collaboration.

C. Research Methods

Research envisions a creation and design of novel community engagement methods, strategies and technologies; testing them in the selected neighborhoods; and reporting on the acceptance of those by the residents. The methods developed may include sustainability games, gamified community mapping, barefoot path, origami, and others. The research methods applied to study the effectiveness of the proposed engagement methods may include photoethnography, surveys, mapping, and photovoice.

D. Project Team

The project team will be led by Dr. Alenka Poplin, ISU Community and Regional Planning department. A call for collaboration will go to all students that previously participated in *Play Ames: Imagine your City*, the 1st community engagement festival. If possible, some of these students will be engaged/hired for this project. Additionally, students in Dr. Poplin's courses will be engaged in the execution of the pop-up community engagement and identification of the neighborhood leaders and influencers. Students active in the CRP Undergraduate Club may join some of the activities on a volunteered basis.

E. Application of research

The concept of a set of games and playful, learning activities that aim to engage local residents is applicable to other cities. Games and playful-learning activities can be replicated in the cities of different sizes. This work will lead to the proposal writing for the funding by the NSF Smart &

Connected Communities program¹ and the Knight Foundation². Additionally, a journal publication or a book chapter that summarizes research results is planned towards the end of the project.

F. Project Phases and Tasks

The project will be started in Summer 2022 with some fundamental preparatory work and continued in two phases which will be linked to two semesters. The more detailed work is described as follows.

Summer 2022

- Preparation work by Dr. Poplin
- Developing the curriculums for two courses: CRP 455/555 Smart and Sustainable Cities and the CRP449/549 Geodesign for Sustainable Futures
- Identification of students that can be hired
- Meeting with students, hiring process of the students
- Start the collaboration with the CRP Undergraduate Club
- Meetings with the City of Ames to define the goals of the collaboration

Fall 2022 (July – December): Moving Pop-up Playful Community Engagement

Students enrolled in the CRP 455/555 Smart and Sustainable Cities and the CRP449/549 Geodesign for Sustainable Futures will participate in the project. The list of tasks:

Phase I. Preparation and organization of the neighborhood visits

Moving pop-up playful community engagement

- Design of playful gamified community engagement activities
- Link the activities with the identified sustainability recommendations
- Equip the pop-up van with the needed materials
- Identify the neighborhoods
- Schedule visits of the neighborhoods
- Develop strategies to advertise activities
- Work on active social media appearance
- Develop promotion materials such as cards, posters
- Buy T-Shirts for the team

Trusted entities

- Identify volunteered organizations, faith communities and other trusted entities
- Organize appearances at their meetings and/or other events

¹ NSF Smart and Connected Communities (S&CC): <https://www.nsf.gov/pubs/2022/nsf22529/nsf22529.htm>

² Knight Foundation: <https://knightfoundation.org/>

Phase II. Execution: moving pop-up playful community engagement

- Visits of the selected neighborhoods
- Visit of the trusted entities including some faith communities

RESULT: REPORT summarizing the results of the moving pop-up playful community engagement activities visiting neighborhoods and trusted entities

Spring 2023 (January – May): Network of the City Neighborhood Leaders and Influencers

A group of two undergraduate students will work on this task. Additionally, the CRP Undergraduate Club will be involved and possibly another CRP course. The main goal is to develop the network of neighborhood leaders and influencers. This network will slowly grow and enable the city to connect with these leaders. We call it the **Network of the City Neighborhood Leaders and Influencers**. Additionally, the pop-up van will visit the neighborhoods in the same way as developed in the previous semester.

The list of tasks:

- Pop-up van visits of the identified neighborhoods
- Pop-up visits of the identified volunteered organizations and faith communities
- Identifying the neighborhood leaders with interest in collaboration
- Building a network of the city neighborhood leaders and influencers
- Work with city planners, councilors, and staff members to identify how they could meet and collaborate with the neighborhood leaders and influencers
- Creating a strong social media presence for the Network of the City Neighborhood Leaders and Influencers.
- Focus on discussing how to get engaged, how to engage others, how to create a collaborative atmosphere in the neighborhoods.

Contacting trusted entities

- Continue working with identified and new volunteered organizations, faith communities and other trusted entities
- Organize appearances at their meetings and/or other events

RESULT: REPORT summarizing the list of neighborhood leaders and influencers with a proposal for their network, activities, and social media presence

G. Budget Justification

Fall 2022

Item No.	Description	Cost in \$
1.1.	Undergraduate research assistant (URA) to Dr. Poplin helping to organize the work, working on the report, purchasing needed materials, working on the website, social media presence 5 hours/wk x 16 wks = 80 hrs x \$15/hr = \$1,200 in wages \$1,200 (wages) + \$7 (benefits) = \$1,207	1,207
1.2.	An additional URA who will go – together with the student assistant (1.1.) – to the trusted entities and organize events at the faith community gatherings 4 Sundays x 2 hours (= 8) + 10 weekly meetings x 1 hour (= 10) + preparations for Sundays 4 hours = 22 hours x \$15/hour Wages (\$330) plus benefits (\$2) = \$332	332
1.3.	Summer work of Dr. Alenka Poplin Organization of the team, activities, preparation for the activities, meetings with the students, developing playful activities, developing the changed curriculum (fixed sum). Salary (\$1,500) plus benefits (\$394) = \$1,894	1,894
1.4.	Material costs including printing cards, posters, purchasing t-shirts, maps, materials for the playful learning activities, mileage, missing equipment, printing maps. [mileage (\$200), assorted M+S (\$1,913) printing (\$600)]	2,713
1.5	Indirect Cost rate for the State of Iowa at 8%	492
	Total 1	\$6,638

Spring 2023

Item No.	Description	Cost in \$
2.1.	Two URA working together on the execution of some additional moving pop-up playful community engagement activities with the goal to identify the neighborhood leaders and influencers. Working on identifying those leaders and creating a social media platform for their exchange. Additionally visiting other trusted entities to strengthen the connection with the community	2,113

	7 hrs/wk x 10 wks x \$15/hr x 2 students = \$2,100 plus benefits (\$13) = \$2,113	
2.2.	Material costs including printing cards, posters, maps, materials for the playful learning activities, mileage, missing equipment, printing maps. [mileage (\$200), assorted M+S (\$400) printing (\$400)]	1000
2.3	Indirect Cost rate for the State of Iowa at 8%	249
	Total II	3,362

The total budget is estimated to \$10,000 for two semesters.

H. Tangible results for the partners on the project: City of Ames and the CRP department including ISU students

In summary, the City of Ames will benefit from the collaboration in many ways. The tangible results of this collaboration:

- Design and execution of moving pop-up playful community engagement targeting underrepresented and marginalized communities (Fall 2022)
- Report describing the design and execution of moving pop-up playful community engagement with the evaluation of the engagement (Fall 2022)
- Identification of trusted entities such as volunteered organizations and faith communities with the goal to establish the Network of Community Leaders and Influencers (Fall 2022/Spring 2023)
- Establishment of the Network of Community Leaders and Influencers (Spring 2023)
- Concept for strong social media presence for the the Network of Community Leaders and Influencers (Spring 2023)
- Report summarizing the efforts relate to the establishment of the Network of Community Leaders and Influencers (Spring 2023)

ISU Community and Regional Planning department will involve students in the project. Dr. Poplin will reach out to the CRP Undergraduate Club students and motivate them to join the effort. The main benefit for the students is to test innovative ideas in a practical application and to get in touch with the residents of the City of Ames. This is a very valuable and beneficial experience for them. Many student that participated in Play Ames community engagement festival organized on September 25, 2021 reported the experience to be very valuable for their job interviews, CVs and brought a sense of accomplishment and satisfaction to them. Creating more opportunities like that for the students is very beneficial for the community, the involved students and the CRP department.

ITEM: 35
DATE: 08-09-22

COUNCIL ACTION FORM

SUBJECT: REQUEST FOR WAIVER OF PLATTING AUTHORITY IN THE URBAN FRINGE AT HIDDEN CREEK FARM, LLC (PARCEL 05-15-300-320) IN STORY COUNTY

BACKGROUND:

At the July 12, 2022 meeting, City Council referred to staff a request from John Gade (FOX Strand, on behalf of Hidden Creek Farms, LLC) to have the City waive its **platting authority within two miles of the Ames City Limits in the Urban Fringe and waive subdivision requirements including conservation subdivision requirements, public infrastructure requirements including extension of water, sanitary sewer, and road improvements.** (see Attachment C).

The property in question, a 30.70-acre parcel (Parcel 05-15-300-320) is located at the northeast corner of W 190th Street and Grant Avenue (see Attachment A). The property owner, Hidden Creek Farm, LLC, wishes to subdivide the parcel into two parcels, with the intent of gifting approximately 16 acres to a local church for future development. The remaining land would remain agricultural.

Presently, this land north of 190th Street is designated as Agricultural & Farm Service and is within the Story County Study Area based on Ames Urban Fringe Plan (AUFPP). The Story County Study Area is land located within two miles of the Gilbert city boundary and within Ames two-mile jurisdictional area. The AUFPP states that cities shall retain their jurisdictional power and maintain land use, subdivision, and zoning until joint decisions can be made, and that shared and consistent planning objectives need to be identified to manage development in and around communities.

Presently, staff is working with Story County and the City of Gilbert to update to the Ames Urban Fringe Plan that could lead to changes in AUFPP land use designations and the Story County Study Area designation. In the draft plan, this area was shown as Urban Reserve, which mirrors Ames Plan 2040 expectations for the area.

Ames Plan 2040 designates this area as Urban Reserve. Urban Reserve is for lands that may, with other infrastructure improvements, be desirable and suitable for annexation to the City. The scenario work for Ames Plan 2040 considered the areas to be Tier 3 for the larger overall area between 190th and 180th Streets. It does not identify expansion of the City in the immediate future but does indicate that Tier 3 can become serviceable if certain infrastructure is extended.

The land included within the proposed request also lies within the Ada Hayden Watershed. Under the City's Subdivision regulations, platting and development would be required to comply with Section 23.600 - Conservation Subdivisions.

State law authorizes cities to extend their subdivision jurisdiction up to two miles from the city; it also allows for cities to waive their requirements. Article IV in Chapter 23 the subdivision chapter of the Ames *Municipal Code* addresses platting and waiving of the right to review subdivision. The City also typically uses covenants concerning future infrastructure and annexation as conditions of waiving jurisdiction.

Sec. 23.103. WAIVER/MODIFICATION. (1) Where, in the case of a particular subdivision, it can be shown that strict compliance with the requirements of the Regulations would result in extraordinary hardship to the Applicant or would prove inconsistent with the purpose of the Regulations because of unusual topography or other conditions, the City Council may modify or waive the requirements of the Regulations so that substantial justice may be done and the public interest secured provided, however, that such modification or waiver shall not have the effect of nullifying the intent and purpose of the Regulations. In no case shall any modification or waiver be more than necessary to eliminate the hardship or conform to the purpose of the Regulations. In so granting a modification or waiver, the City Council may impose such additional conditions as are necessary to secure substantially the objectives of the requirements so modified or waived.

ALTERNATIVES:

1. Deny the Applicant's request to waive the City Subdivision requirements and platting authority at this time.

After a full review is completed, the Staff will be in a better position to determine which, if any, requirements can be waived.

2. Approve a waiver of all City Subdivision requirements and platting authority for the property in its entirety. (Applicant's Request)
3. Decline to waive the subdivision requirements and platting authority.
4. Refer this request back to staff and/or the applicant for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

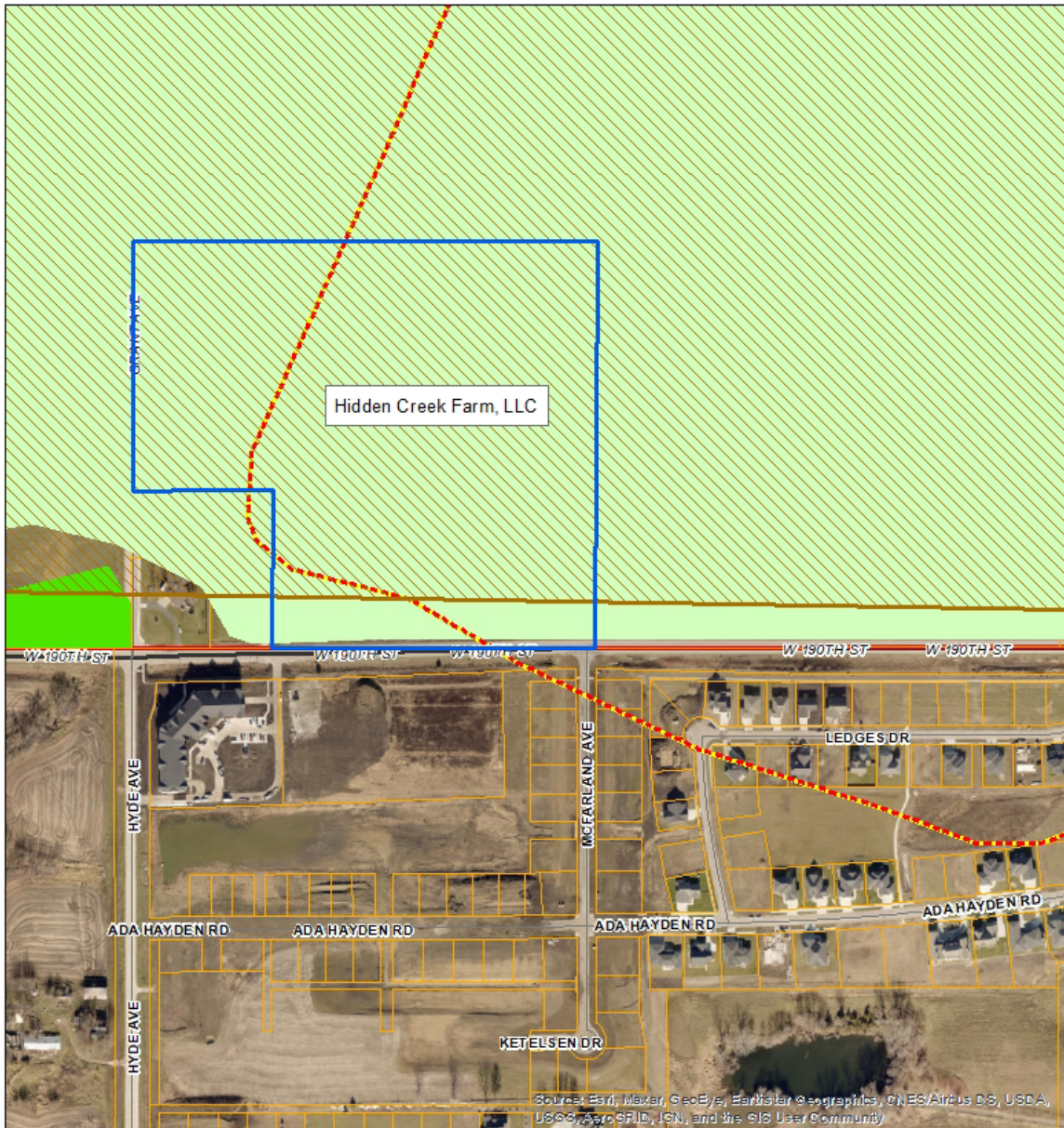
There are no new public improvements planned for the proposed division at this time. Subdividing the property will provide more development flexibility for the owner to carry out their wish of gifting the land to a local church. The development of a church in the future would be within Story County's conditional use permit authority, of which the City would have no direct influence on it.

Staff has briefly reviewed the proposed division and has some concerns about ensuring continuity with future development. Issues that staff believes should be addressed before a conditional use permit process for a future church begins, include access locations, future road extension of McFarland Ave. to the north, right-of-way dedication, and if conservation subdivision requirements and other improvement items that could impact surrounding areas within the City's jurisdiction if subdivision authority is waived.

Therefore, staff is supportive of considering the waiving of some subdivision requirements. However, staff believes that Alternative #1 would allow a review of the subdivision while evaluating potential impacts to future development patterns and allowing some relief to development requirements that may not be applicable given its location and policies of the AUFPP. When this issue comes before the City Council later in the process for approving the subdivision, the Staff will be in a better position to recommend which, if any, requirements can be waived. Therefore, it is the recommendation of the City Manager that the City Council approves Alternative #1.

If the City Council chooses Alternative #2 to proceed with waiving all subdivision authority, Staff would still expect the property owner to enter into covenants that waive the rights of the owner to protest future special assessments and agree to voluntarily annexation in the future if requested by the City. Additional covenants, or limitations on a plat may also be necessary to address other compatibility issues described by staff.

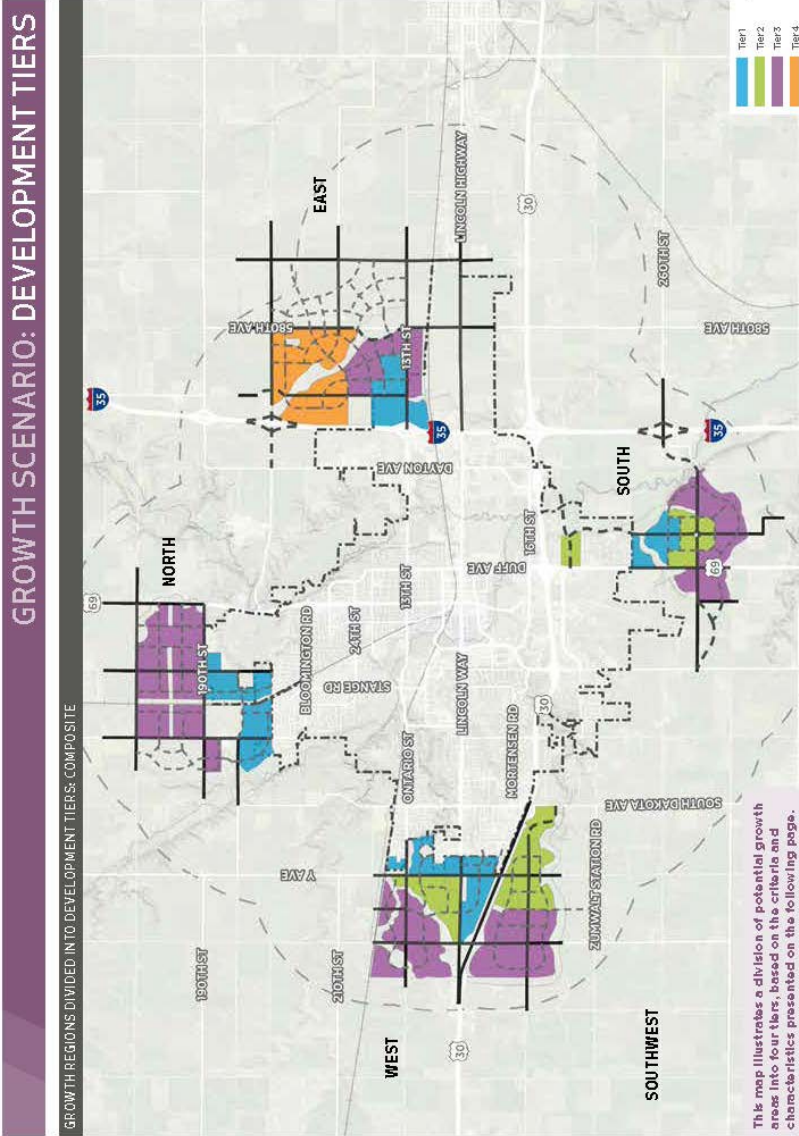
Attachment A- Location Map & AUFP Designations



Hidden Creek Farm, LLC Location Map

-  Story County Study Area
-  Watershed Protection Area
- Fringe Land Use Designations**
- Land Use Classification**
-  Agriculture and Farm Service
-  Natural Areas

Attachment B.- Ames 2040 Map



Attachment C- Waiver Request



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

July 7, 2022

Honorable Mayor and City Council
515 Clark Avenue
Ames, IA 50010

Re: Hidden Creek Farm, LLC - Plat of Survey - Story County, Iowa
Request for Waiver of Subdivision Regulations
Ref No. 7125.002

Honorable Mayor and City Council:

On the behalf of Hidden Creek Farm, LLC we are requesting the City of Ames waive their subdivision approval authority regarding a proposed plat of survey located in Story County, Iowa. The 30.70 acre parcel is located at the northeast corner of W 190th Street and Grant Avenue (Story County Parcel ID No. 05-15-300-320).

The owner desires to divide the existing property into two parcels. The goal is to gift approximately 16-acres to a local church congregation for future development. It is anticipated the proposed church project will take several years prior to the start of construction. The remaining 15-acre parcel in agricultural production. Story County zoning standards would not allow for new residential development on these parcels.

This parcel is subject to joint City of Ames and Story County subdivision review authority since it is in the Special Study Area as an Agriculture and Farm Services designated property within the current Ames Urban Fringe Plan. The Ames Plan 2040 states this parcel in in the North Growth Region. The property is classified as Tier 3 (requires significant pioneer infrastructure to develop). The parcel is also located within the Ada Hayden Watershed.

The owners request the City of Ames waive their subdivision approval authority and specifically request a waiver of the public improvements standards for the extension of water, sanitary sewer, and road improvements. We also request waiving of the Conservation Subdivision standards. Granting of the waivers would allow for the division of the property into two parcels without preparing a preliminary plat and final plat. The owners acknowledge the City of Ames may require certain agreements/covenants such as:

1. Voluntary annexation into the City of Ames.
2. Waiver of assessment rights for future public improvements.
3. Reimbursement costs associated with disconnection of rural water main connections.
4. Access driveway locations and improvements for any development on the parcel.
5. Design elements associated with the Conservation Subdivision Ordinance.

Thank you for your time and consideration regarding this request.

Sincerely,



John Gade, P.E.
Project Manager

Attachment: Sketch Plan Plat of Survey

CC: Kurt Friedrich
Hidden Creek Farm, LLC

Attachment F- Subdivision Waiver Standards Section 23.103

Sec. 23.103. WAIVER/MODIFICATION.

(1) Where, in the case of a particular subdivision, it can be shown that strict compliance with the requirements of the Regulations would result in extraordinary hardship to the Applicant or would prove inconsistent with the purpose of the Regulations because of unusual topography or other conditions, the City Council may modify or waive the requirements of the Regulations so that substantial justice may be done and the public interest secured provided, however, that such modification

AFS Policy 3: Strategically locate such industrial and commercial uses in order to:

- utilize existing adequate access and road capacity and otherwise assure the existence of adequate public facilities;
- protect productive soils and environmental resources;
- support the continued use of these areas for farming and agricultural production.

(Relates to RSACA Goals 2.1, 2.2, 2.3, 2.6)

AFS Policy 4: Limit non-agricultural residences in the Agriculture and Farm Service designation to homes existing at the time of this Plan or remaining scattered building sites where farmstead homes once existed or homes on very large parcels of ground typical of the agricultural setting. Otherwise, subdivision for the creation of new residential development lots is not supported within the Agriculture and Farm Service designation. (Relates to RSACA Goals 2.1, 2.5)

AFS Policy 5 Allow the clustering of agricultural-related development at a limited scale where properties have adequate access to a public road. Such development shall be configured and designed to be harmonious with agricultural activities and avoid negative impacts to agricultural operations.

or waiver shall not have the effect of nullifying the intent and purpose of the

Regulations. In no case shall any modification or waiver be more than necessary to eliminate the hardship or conform to the purpose of the Regulations. In so granting a modification or waiver, the City Council may impose such additional conditions as are necessary to secure substantially the objectives of the requirements so modified or waived.

(2) The requirements of the Regulations for the platting of a Minor Subdivision may be waived by city staff when it is determined by city staff that:

(a) A clear and accurate description of the area of land will be provided by means of a plat of survey to be procured by the property owner, and in compliance with Section 23.307.

(b) With respect to that area of land, all substantive requirements and standards of the Regulations are already met.



MEMO

To: Mayor and City Council

From: Damion Pregitzer, Traffic Engineer

Date: 8/9/2022

Subject: Process and Estimated Cost to Rename the Ames Municipal Airport

Staff has reached out to the FAA asking them about the procedure and cost to rename the Ames Municipal Airport. The FAA indicated that 1) there is no cost from the FAA, they simply need a City Council resolution requesting the change, 2) an airspace study will be required to assure that no obstructions are being created with the signage change which will likely take several months to complete, and 3) the new name should include the name of the City so that people who may be unfamiliar with the name still know where the airport is located (For example- "*John/Jane Q. Public Ames Municipal Airport*"). The emails from the FAA with their guidance and the City's naming policy have been attached to this memo.

Also, staff solicited estimates from local sign companies to modify the name on the front and back of the Terminal Building and at the monument sign at the Airport's entrance. The monument sign at the entrance has backlit acrylic panels that will need to be replaced; estimated to be \$2,400. The Terminal Building has lettering that is estimated at \$50 per letter, thus the signage cost is proportional to the size of a name the City Council may choose. For example, "Ames Municipal Airport" is 20 characters and at \$50/ea. would be \$1,000 for each side of the Terminal (\$2,000 total). If City Council allocated \$5,000 for the Terminal signage, it would accommodate most any length of name. **Therefore, the total estimated cost to rename the airport would be \$7,400. Staff would also recommend planning for at least nine (9) months for FAA review and to publish the new name.**

RE: Steps to rename Ames Airport

Karrasch, John (FAA) <John.Karrasch@faa.gov>

Tue 2/8/2022 9:07 AM

To: Pregitzer, Damion <Damion.Pregitzer@cityofames.org>

Cc: Joiner, John <john.joiner@cityofames.org>; Deitering, Jeff (FAA) <jeff.deitering@faa.gov>

[External Email]

Hi Damion,

In addition to Jeff's comments,

Issue #2

We will need to conduct an airspace analysis on the name change because the airspace process is the primary mechanism to alert Flight Procedures so they can update the instrument procedures. In addition to the typical 2-3 months to complete the airspace analysis, additional months will be needed for Flight Procedures to update the procedures and get them published.

Regards,

John D. Karrasch

On Airport Airspace Specialist-Central Region (IA,KS,MO,NE)

Airports Div. ACE-620F

901 Locust St. Rm 364

Kansas City, MO 64106

816.329.2617

<https://oeaaa.faa.gov>

[Airport Data and Information Portal \(faa.gov\)](https://oeaaa.faa.gov)

In administering 14 CFR, Part 77 and Part 157, the FAA's prime objectives are:

To promote air safety and the efficient use of navigable airspace.

From: Deitering, Jeff (FAA) <jeff.deitering@faa.gov>

Sent: Tuesday, February 08, 2022 8:23 AM

To: Pregitzer, Damion <Damion.Pregitzer@cityofames.org>

Cc: Joiner, John <john.joiner@cityofames.org>; Karrasch, John (FAA) <John.Karrasch@faa.gov>

Subject: RE: Steps to rename Ames Airport

Damion,

To change how your airport name appears in our directories you need to send us a request for the change including a copy of either a resolution or the minutes of a governing body meeting showing the airport owner wants and approves of the change. Email those to John Karrasch (john.karrasch@faa.gov). If you choose to move forward with a name change please be very clear with precisely (including punctuation) to what you want it changed.

We (FAA) will not pay for new signage due to name change on or off the airport.

Things that MAY impact FAA related interests. These are mostly time impacts; I don't believe there is a charge for them:

Issue #1

NOTAM issued until publications are updated (Airport)

Approach plates updated to new name (FAA)

Chart Supplement (A/FD) updated to new name (FAA)

Coordinate with ATO about facilities associated with Airport to see if modifications are needed (ASOS recording, NAVAID names, ATCT procedures, etc.) (FAA)

Update automated pay/billing systems with invoicing and ATO Logistics if needed (Airport)

Modify Airport/FAA leases as/if necessary (Airport)

Issue #3

Additionally, but not necessarily in our purview, our recommendation to all airports is to maintain the locality in the name so inbound and connecting visitors/traffic have a sense of where they are. In fact, Topeka changed their name from Forbes Field to Topeka Regional so they could get more name recognition.

Please keep in mind it generally takes several months for all our directories to update to a new name.

Thank you,

Jeffrey D. Deitering, P.E. *

Airport Planning Engineer - Iowa

FAA Central Region Airports Division, ACE-630

901 Locust Street, Room 364

Kansas City, MO 64106

Ph: 816.329.2637

email: jeff.deitering@faa.gov

Web: <http://www.faa.gov/airports/central/>

*Licensed in Iowa, Kansas, and Missouri

COUNCIL ACTION FORM

SUBJECT: NAMING POLICY FOR CITY PLACES, FACILITIES, AND STRUCTURES

BACKGROUND:

At the February 8, 2022 City Council meeting, the City Council directed staff to place on a future Council agenda a proposed naming policy for municipal properties, similar to the existing Parks & Recreation Policy. Using the Parks and Recreation Naming Policy as a guide, staff has drafted a policy that would be applicable to City facilities that are not related to Parks and Recreation features.

The proposed policy divides properties that may be named into three categories: facilities, major features, and amenities. Naming proposals may be considered for historic events, people, or places, outstanding individuals, or major donations. Criteria are included to review the proposed naming and record the reasons for the proposal. Although naming proposals can be submitted by the public, the City Council and City Manager may also submit naming proposals to the City Council for consideration.

ALTERNATIVES:

1. Approve the attached “City of Ames Naming Policy”
2. Modify the attached policy
3. Do not approve a naming policy

CITY MANAGER’S RECOMMENDED ACTION:

The attached policy provides guidance to accept and consider proposals for the naming of City property. The provisions included largely reflect the similar policy in place for Parks and Recreation features. Adopting this policy will provide for a standardized, thorough, and accessible path for naming proposals to be considered and approved.

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

CITY OF AMES NAMING POLICY

(For non-Parks and Recreation Facilities, Major Features, and Amenities)

1. INTRODUCTION

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

2. OTHER APPLICABLE POLICIES

In some circumstances, naming of a facility, major feature, or amenity is subject to another policy the City has adopted. These include:

a. Parks and Recreational Facilities:

The naming of parks and recreational facilities, major features, and amenities is subject to the separate *Parks and Recreation Naming Policy*. These include all traditionally designed parks, gardens, natural open spaces, woodlands, and specialized parks, and all major structures such as community centers, swimming pools, and enclosed pavilions located on lands under the stewardship of the City of Ames Parks and Recreation Department.

b. Streets:

The naming of streets is subject to specific criteria separate from this policy, which are outlined in the City's *Administrative Program for Street Naming and Addressing*. However, a roadway feature such as a bridge or tunnel is subject to the *City of Ames Naming Policy*.

3. DEFINITIONS

a. Naming:

The permanent name assigned by City Council to a given facility, major feature, or amenity.

b. Facilities:

Buildings or structures such as fire stations, utility plants, bridges, City office buildings, community centers, swimming pools, plaza, electric substations, and enclosed pavilions.

- c. **Major Features:**
Permanent areas or objects, such as rooms within facilities or roadway features.
- d. **Amenities:**
Smaller features, such as equipment or furnishings (e.g., training apparatus, boardroom tables, benches, etc.). Recognition for donated amenities is possible.
- e. **Donations:**
A donation of property, goods or cash generally with no expectation of return. If the gift is contingent upon a special request, it is made subject to “condition.”

4. POLICY STATEMENT

It is the policy of the City of Ames to reserve the naming or renaming of facilities, major features, and/or amenities for circumstances that will best serve the interests of the City and ensure a worthy and enduring legacy for the City.

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

- a. **Historic Events, People, and Places**
The history of a major event, place, or person may play an important role in the naming or renaming of a place as communities often wish to preserve and honor the history of a city, its founders, other historical figures, its Native American heritage, local landmarks and prominent geographical locations, and natural and geological features through the naming of parks.
- b. **Outstanding Individuals**
The City has benefited, through its evolution, from the contributions made by many outstanding individuals. This category is designed to acknowledge the sustained contribution that has been made by such individuals to the City.
- c. **Major Donations**
Over the years, the City of Ames has benefited from the generosity of some of its residents, businesses, and foundations. On occasion, the significance of such donations may warrant consideration being given to requests from either the donor or another party to acknowledge such donations by naming.

5. GUIDING PRINCIPLES

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

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

b. **Naming/renaming for Outstanding Individuals**

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

c. **Naming/Renaming for Major Donations**

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

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

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

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

d. **Renaming a facility, major feature, or amenity**

Proposals to rename facilities, major features, or amenities, regardless of the rationale for the original naming, are not encouraged. Likewise, names that have become widely accepted by the community will not be abandoned unless there are compelling reasons and strong public sentiment from the broader community for doing so. Historical or commonly used place names will be preserved wherever possible.

e. **Other Considerations**

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

To minimize confusion, individual facilities or features will not be subdivided for the purpose of naming unless there are readily identifiable physical divisions. Major features should be named differently from the facilities in which they exist to avoid user confusion.

All signs that indicate the name of a facility, major feature, or amenity shall comply with City of Ames graphic and design standards. Specialized naming signage will not be permitted.

The City of Ames reserves the right to rename any facility, major feature, or amenity if the person or entity for whom it is named turns out to be disreputable or subsequently acts in a disreputable way.

6. PROCEDURES

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

a. Requests from the public to name/rename facilities, major features, and/or amenities

All requests for the naming or renaming of a facility, major feature, or amenity shall be made by submitting a Naming Application to the City Manager.

The Naming Application will contain the following minimum information:

1. The proposed name
2. Reasons for the proposed name
3. Written documentation indicating a certification of character and community support for the proposed name (e.g. letters of support, petitions, etc.)
4. If proposing to name a specific area within a facility or major feature, include a description/map showing the location within the larger area.
5. If proposing to rename a facility, major feature, or amenity, include justification for changing an established name.

6. If proposing to name a facility, major feature, or amenity for an outstanding individual, include documentation of that individual's significant contribution to the City, State and/or Nation

b. Assessing and approving naming/renaming requests

Upon receipt of a naming request, the City Manager shall:

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

The City Manager will then present a recommendation regarding the naming request at a public meeting to the City Council.

c. Independently of a request from the public, the City Manager or the City Council itself may submit naming proposals for City Council consideration.

d. Final decision by City Council

The decision by the City Council to approve or deny a name change shall be considered final.

COUNCIL ACTION FORM

SUBJECT: REQUEST TO AUTHORIZE ENHANCED PENALTIES FOR NUISANCE PARTIES BETWEEN 5:00 P.M. AUGUST 19 AND 4:00 A.M. AUGUST 21

BACKGROUND:

On July 29, 2022, the City Council approved an ordinance to allow for enhanced penalties for nuisance parties when authorized by City Council resolution [Section 17.30(5) of Municipal Code]. The resolution that authorizes the enhanced penalties must designate specific dates and times subject to the enhanced penalties.

This request is to approve a resolution authorizing the use of enhanced penalties for nuisance parties beginning at 5:00 p.m. Friday, August 19, and ending at 4:00 a.m. Sunday, August 21, 2022. These dates correspond with the weekend before Iowa State University classes begin. In the past several years, the Saturday before classes begin has been associated with an increase in alcohol consumption, illegal parking, nuisance parties, and other high-risk activities. This phenomenon began many years ago when alcohol was prohibited in fraternities and sororities during the week leading up to the start of classes. The prohibition ended at 8:00 A.M. on the Saturday before classes began. At 8:01 A.M. (801-day) some students chose to begin drinking.

In the late 2010s, these behaviors on the Saturday before classes began to grow beyond a small segment of the ISU population. The date has increasingly become a destination for people from outside Ames and is no longer limited to ISU students. Complaints from residents in the area have also grown.

In 2021, City leadership, ISU leadership, and both the Ames and ISU Police Departments began to discuss ways to refocus the event in a way to reduce harm, reduce noise complaints, reduce parking complaints, etc. The unofficial event of 801-day is being transitioned to an official ISU event, **Cyclone Welcome Weekend**. The University has created several activities to take the focus off alcohol use and overuse and steer activities towards community events and safer alternatives.

An additional strategy resulting from these discussions was a focus on nuisance party enforcement. The Police Department has seen an increase in party sizes on this day, estimating some parties of 400-500 people at private residences. Many of these parties include underage drinking, fights, noise above what is allowed by the noise ordinance, public intoxication, spilling onto neighboring property, public urination, and other inappropriate activities. These behaviors are grounds for citation under the City's nuisance party ordinance, which may be cited as either a municipal infraction or a simple misdemeanor.

Currently, the fine for a first violation of the ordinance is \$100, and \$200 for second and subsequent violations. It is believed this fine structure is an insufficient deterrent to nuisance parties on the Saturday before classes. **The new ordinance passed on July 29, 2022, allows for enhanced penalties for nuisance party violations of \$650 for a first offense and \$855 for each repeat offense on dates and times approved by resolution by City Council.**

Based on the issues described above, staff requests Council approval to invoke the enhanced penalties for nuisance party violations beginning at 5:00 p.m., Friday August 19, and ending at 4:00 a.m., Sunday, August 21, 2022.

There are approximately two weeks until Cyclone Welcome Weekend, which should provide some time to notify the community of the enhance penalties for nuisance party violations.

Staff will take the following steps to notify the public about the new ordinance:

- The Police Department and ISU staff will inform residents while going door-to-door during the Good Neighbor Campaign in early August
- An email outlining the changes to the ordinance will be sent to property managers and owners, with a request to forward the message to tenants. A similar email will be sent to neighborhood associations.
- Both the City and University will publicize the changes in press releases and social media accounts.

In addition, the University has agreed to send out notifications to students and staff to make them aware of the new towing policy as a part of a larger campaign regarding Cyclone Welcome Weekend.

ALTERNATIVES:

1. Authorize the enhanced penalties for nuisance party violations (\$650 for a first offense and \$855 for each repeat offense) beginning at 5:00 p.m., Friday August 19 and ending at 4:00 a.m. on Sunday, August 21, 2022
2. Authorize the enhanced penalties for nuisance party violations as described in Alternative 1 but modify the times and/or dates.
3. Do not authorize enhanced penalties for nuisance party violations.

CITY MANAGER’S RECOMMENDED ACTION:

The increase of risky behaviors surrounding large parties during what has become known as 801-day is troubling. These large parties are disruptive to neighborhoods and have

been increasing for several years. The City and University have worked very hard over the past year to create an event to welcome students to Ames (Cyclone Welcome Weekend) and to turn the unofficial event into a planned event with better alternatives to consumption of alcohol and risky behaviors. Increasing the fines for nuisance parties at designated times will provide another tool for City staff in deterring the disruptive behaviors that have become associated with this weekend.

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

COUNCIL ACTION FORM

SUBJECT: RESOLUTION APPROVING A STATE REVOLVING FUND LOAN AGREEMENT IN THE AMOUNT OF \$3,500,000 TO BE REPAID WITH WATER UTILITY REVENUE

BACKGROUND:

During the design of the new water treatment plant, City staff made a commitment to demolish the old treatment facility as soon as practical to prevent it from becoming an abandoned eyesore for the neighborhood. The new water treatment plant started operation in Fall 2017, and it is time to demolish the old water treatment plant.

This project will demolish the filter building, chemical feed building, external treatment basins, administrative offices, and ¾ million-gallon ground reservoir. Improvements to the site distribution and raw water piping will be included in this project as well. The high service pump station, two-million-gallon storage reservoir, and five-million-gallon storage reservoir will remain. The authorized project funding is as follows.

<u>Fiscal Year</u>	<u>Amount</u>
FY 2018/19 – FY 2020/21 Actual	\$ 141,916
FY 2021/22 CIP Adopted	1,288,560
FY 2022/23 CIP Adopted	1,233,000
<u>Total</u>	<u>\$ 2,663,476</u>

A State Revolving Fund (SRF) Drinking Water Loan in an amount not to exceed \$3,500,000 has been identified as the funding source for the demolition of the old water plant. Repayment of the loan will be from water utility revenues. The not-to-exceed amount was established to cover any potential cost increases and change orders; the City will only borrow the amount actually needed to fund the project. A public hearing to proceed with the SRF loan was held on June 14, 2022. At the July 12, 2022, meeting, City Council approved the submission of an SRF loan application as shown below. The final action needed by council to proceed is approval of the loan agreement.

<u>Total Project Loan</u>	
Engineering Services (design/bidding/const.)	\$ 277,200
Loan Origination Fees (0.5%)	17,413
Construction	2,398,000
<u>Contingency</u>	<u>807,387</u>
<u>Total Project Cost</u>	<u>\$ 3,500,000</u>

ALTERNATIVES:

1. Adopt a resolution approving a State Revolving Fund Agreement in the amount of \$3,500,000 to be repaid with Water Utility Revenue.
2. Do not approve the loan and disbursement agreement and provide staff additional direction on the financing of the project.

CITY MANAGER'S RECOMMENDED ACTION:

Authorization of the construction loan will allow the City to access State Revolving Funds to finance the demolition of the old water plant facilities. This is the most cost-effective approach to completing this demolition work. The principal and interest payments related to this loan have been accounted for in the Water Fund rate design.

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

COUNCIL ACTION FORM

SUBJECT: 2022-23 SUBMITTAL OF PROPOSED ANNUAL ACTION PLAN PROJECTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & HOME PROGRAMS

BACKGROUND:

At its March 22 meeting, City Council reviewed draft CDBG and HOME programs for the upcoming 2022-23 Annual Action Plan and directed staff to proceed with public outreach regarding the draft programs and budget.

On April 14, City staff hosted **in-person** and **virtual** public forums to gather input regarding possible projects for consideration for the 2022-23 CDBG/HOME Annual Action Plan as part the City's Entitlement Program. Nine people attended the in-person forum, and three attended the virtual forum. Attendees included representatives from The Bridge Home, Good Neighbor, Home Allies, Chamber of Commerce, AMOS, and three residents from Ames.

On May 18, staff was notified that HUD had announced the 2022-23 funding allocations and that the City of Ames would be receiving CDBG funding in the amount of \$569,187 (a \$29,990 decrease) and HOME funding in the amount of \$405,511 (a \$54,968 increase).

To adjust for the \$29,990 decrease in CDBG funding, the single-family housing rehabilitation program and the Acquisition/Slum and Blight activities were reduced by \$14,995 each (one half of the \$29,990). The single-family housing rehabilitation program will now be at \$210,005 and the acquisition/slum and blight program will now be \$260,284.

To adjust for the \$54,968 increase in the HOME funding, the HOME Multi-family LIHTC Assistance New Construction program was adjusted down to \$1,801,000; a single-family new home construction program in the amount of \$82,000 was added; and the allocation for CHDOs was increased to \$60,827 (15% of the HOME allocation) based on HUD requirements. (see Attachment A for both adjustments).

City Council then directed staff to proceed with preparing the 2022-23 Proposed Annual Action Plan for the 30-day required public comment period. The proposed plan was made available for public comment from July 1 through August 1. **No comments were received during this time period.**

ALTERNATIVES:

1. Approve the proposed draft 2022-23 Annual Action Plan Program Projects and proposed budget (Attachment A) in connection with the City's CDBG/HOME programs and direct staff to submit the plan for approval by HUD on or by August 16, 2022.
2. Approve the proposed draft 2022-23 Annual Action Plan Program Projects and proposed budget (Attachment A) in connection with the City's CDBG/HOME programs and direct staff to submit the plan for approval by HUD on or by August 16, 2022 **with modifications.**

CITY MANAGER'S RECOMMENDED ACTION:

All the projects included in the draft plan will continue to help address the needs identified in the 2019-23 Five-Year Consolidated Plan.

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

ATTACHMENT A

2022-23 DRAFT Proposed CDBG/HOME Annual Action Plan Projects and Budget

REVISED DRAFT PROPOSED 2022-23 Action Plan Expenditure Budget:	
Programs	Budget
CDBG Homebuyer Assistance Program (Down payment and Closing Cost)	\$501,999
Housing Improvement Rehabilitation Program for Single-family Homeowners	\$212,004
Infrastructure Pocket Park Improvements-Baker Subdivision	\$130,000
Acquisition/Slum and Blight Removal Program	\$262,285
CDBG-CV CARES (Rent, Mortgage & Utility) Relief Assistance	\$58,282
CDBG-CV CARES Public Services Assistance-Mental Health (To Be Determined)	\$85,000
HOME Multi-Family LIHTC Assistance New Construction	\$1,801,000
HOME Single New Home Construction	\$82,000
General Administration for CDBG, HOME & CARES	CDBG: 113,837 HOME: \$142,752 CARES: \$10,000
Total	\$3,399,159
REVISED DRAFT PROPOSED 2022-23 Action Plan Revenue Budget:	
2022-23 Anticipated CDBG Allocation	\$569,187
2021-22 Anticipated CDBG Program Rollover	\$600,000*
2021-22 Anticipated CDBG Anticipated Program Income	\$50,938*
2021-22 Anticipated CDBG-CV CARES Rollover	\$153,282
2022-23 Anticipated HOME Allocation	\$405,511
2020-21 Anticipated HOME Program Rollover (Admin & Programming)	\$1,681,068
2022-23 Minus Anticipated CHDO Set Aside	- \$60,827
Grand Total CDBG & HOME	\$3,399,159

*City Council should note that the anticipated revenue for the CDBG program rollover and the anticipated program income are cautious estimates being projected by staff. These projections will be adjusted when the 2021-22 program year is finalized and closed.

COUNCIL ACTION FORM

SUBJECT: REZONE PROPERTY AT 798 NORTH 500TH AVENUE FROM “A” (AGRICULTURAL) TO “FS-RL” (FLOATING SUBURBAN RESIDENTIAL LOW-DESNITY) ZONE WITH MASTER PLAN

BACKGROUND:

Hunziker Development Group, the owner of 28.58 acres property located at 798 North 500th Avenue, has applied to rezone the property from “A” (Agricultural) to “FS-RL” (Floating Suburban Residential Low-Density) with a Master Plan. The site is to the north of the existing Sunset Ridge Subdivision (Location Map- Attachment A). The property is located on land annexed in February 2022. The property has been zoned “A” Agricultural since its annexation. (See Attachment A)

The property is located in the RN3 Land Use Designation, which is designated for areas where the City is currently expanding or anticipated to expand. The proposed FS-RL zoning district is intended for new areas within RN3 to accommodate low density development patterns. **The developer proposes to construct between 55-65 new single-family detached homes on 13.27 acres. The net density will be in the range of 4.14-4.90 units per acre, which exceeds the minimum required density of 3.75 units per acre in FS zoned districts.**

The future development is intended to be similar to the existing Sunset Ridge subdivision to the immediate south. Wilder Avenue and Ellston Avenue will extend into this area to provide access south to Lincoln Way. An east-to-west street will bisect the future development to provide additional access to residential lots. The general pattern of open space and storm water detention are shown on the Master Plan and estimated to be approximately 11.3 acres of the entire 28.58 acre property. The estimated amount of open space would greatly exceed the minimum 10% required open space in the FS zone standards. The final arrangement of open space and outlots will be part of the Preliminary Plat review.

A Preliminary Plat and Final Plat must be approved before construction of homes can begin and to determined final lot layouts, utilities, and configurations of open space. The Preliminary and Final Plats will ensure that the requirements of the Master Plan are met.

With Ames Plan 2040, the City evaluated infrastructure needs to serve the westward expansion of the City. City staff evaluated options to extend a sanitary sewer trunk main to the west and believes routing the trunk line through the subject site would be appropriate with this project. This trunk line extension is consistent with Ames Plan 2040 and American Rescue Plan Act (ARPA) funds have been included in the Capital Improvements Plan to complete the installation.

The line will extend from east to west through the site. The sanitary sewer is a 12” trunk main that is required to serve future development compared to a standard 8” inch line. Coordination of the location and construction of the sanitary sewer trunk line needs to occur with the development of this property.

The attached **Rezoning Agreement** outlines the terms of the sanitary sewer construction as an “oversizing” cost share agreement. The agreement states that the developer shall design the sanitary sewer to city specifications at their cost, pay the City for its proportionate share of construction based upon a standard 8” inch sewer, and the City will bid and construct the project. If the City does not award the contract for construction of the sewer line prior to December 2023—for any reason—the City has no obligation to share in the cost of the installation. If this were to occur, the developer would instead grant the City a 75-foot sewer easement as part of the rezoning agreement to FS-RL. The **Rezoning Agreement** is attached and has been signed by the developer. The developers share of cost is \$604,725. The agreement also stipulates that if the bids for the sanitary sewer systems project would result in the City’s cost to oversize the sanitary sewer line to exceed \$1,065,000, then the City may reject all bids in its sole discretion.

Other utility and infrastructure extensions are readily available to serve the site. Water main is available to the south in the existing Sunset Ridge Subdivision and can be extended into this site. Ames Electric will serve the eastern half of the site with Consumers Energy serving the western half.

The Master Plan identifies four road connection points. Wilder Avenue will extend from the south with a shared use path. Ellston will connect to the south. Two future extensions are shown to the north. No connection to N 500th Avenue is planned.

A small area on the far eastern side of the property is floodplain. All the floodplain area will be contained in proposed greenspace so as to keep developed lots outside of flood prone areas.

A more detailed analysis of Ames 2040 Comprehensive Plan standards, proposed Master Plan and Infrastructure is provided below in the Addendum.

SANITARY SEWER LINE COST SHARE & ARPA

As explained earlier, American Rescue Plan Act (ARPA) funds have been allocated for the construction of the 12’ sanitary sewer trunk line. In this case, as with other developments involving cost sharing of infrastructure installation, the developer is responsible to pay their portion of the standard size of the trunk sewer line. The availability of the ARPA funds presents a unique situation in this particular case.

Normally, developers must pay the city for their proportionate share of costs at projected city expenses for completing the installation of infrastructure. In this instance, the developer is paying the city the cost of installing the standard 8” portion of the sewer line

at what would be their own costs, as though they were constructing it themselves. This difference means that the City is exposed to more potential cost when the bid tabulations are collected.

However, projected costs for the entire installation of a 12' line at city costs are well within the budgeted amount of ARPA money the City has identified for this project. In this case, the City believes the amount of ARPA funds on hand adequately cover the total project costs. As a result, the amount of money the developer is paying the City is somewhat less than what it would otherwise be.

This is not a policy change for how the City approaches cost sharing. Future developments with CIP dollars involved will require shared costs calculated using the City's method of using projected City costs as the basis for the amount of money the developer is required to contribute. Since ARPA dollars are involved and the Ames 2040 Comprehensive Plan calls for this trunk line to accommodate future growth through this area, staff views this as an appropriate exception with regard to how costs are calculated, to complete a vital piece of required infrastructure to accommodate many years of future growth.

PLANNING & ZONING COMMISSION RECOMMENDATION:

On May 18, the Planning & Zoning Commission voted 6-0 to recommend approval of the rezoning with masterplan, with a condition that a Contract Rezoning agreement be finalized prior to City Council approval. **A letter was received by the Planning & Zoning Commission and a neighbor spoke to the Commission at the meeting regarding storm water flow concerns with the proposed development and the configuration of open space along the common boundary of the site with Sunset Ridge. The Developer, Justin Dodge, answered questions from the neighbor and questions from the Planning & Zoning Commission including questions regarding how stormwater flow is anticipated to be handled.**

ALTERNATIVES:

1. Approve the contract Rezoning Agreement, and approve on first reading the rezoning of 28.58 acres at 798-500th Avenue from Agricultural "A" to Floating Suburban Residential Low-Density "FS-RL" with a Masterplan.
2. Deny the rezoning of 28.58 acres at 798 500th Avenue from Agricultural "A" to Floating Suburban Residential Low-Density "FS-RL" with a Masterplan and contractual rezoning agreement if the City Council does not believe the proposed rezoning with Master Plan or Contract is consistent with the policies of the Ames Municipal Code, Ames Plan 2040 for rezoning and the RN3 land use designation.
3. Refer this matter back to staff or the applicant for more information.

CITY MANAGER’S RECOMMENDED ACTION:

The request for rezoning is consistent with the adopted Ames Plan 2040 as described in the report. Utilization of infrastructure and City services for this parcel is consistent with what has been anticipated for development in this area. Because of the existence of ARPA funds, this presents a unique opportunity to complete a vital piece of infrastructure for the City’s future growth as called for in Ames Plan 2040 Comprehensive Plan. With this in mind the unique cost sharing agreed to with this project should not be considered precedent setting for future projects.

The Master Plan as proposed will restrict the maximum number of units on this property to no more than 65 with all dwellings as single-family detached homes. The Contract Rezoning Agreement outlines the terms of the Sanitary Sewer Trunk line construction between the City and the Developer.

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

ADDENDUM

REZONING BACKGROUND:

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

Direction from Subject Property	Existing Primary Land Uses
Subject Property	Undeveloped/Row-crop
North	Undeveloped/Row-crop
East	Wooded floodplain/Single Family Residential further east
South	Single Family Residential
West	Existing farmsteads and Row-crop

Ames Plan 2040

The project area has a RN3 land use designation. The RN3 characteristics are supported further by Ames Plan 2040 Comprehensive Plan Principles related to Growth principles in (G1-6) as well as Neighborhoods and Housing (H3) which are contained below in Attachment E and F and cited by the applicant in their narrative supporting the rezoning in Attachment G. These sections deal further with guiding principles of creating appropriate urban fabric, housing considerations, and maintaining community character.

The sections relating to Land Use Designation, Neighborhood Characteristics, Growth Goals and Development Guidelines are shown below from the RN3 section of the Ames 2040 Comprehensive Plan as a reference. Not all elements allowed in each section pertain to the current proposal but also are not found to conflict with the proposal for this property. A brief analysis of Complete Streets typology is also included. Staff finds that the elements stated in the principles below are met in relation to low density residential development rezoning in the RN3 Land Use Category.

Land Use Designation

The Future Land Use Map designates the land proposed for rezoning as “Residential Neighborhood 3” (RN3). Open Space/Greenway designation applies in part to the site as well. The RN3 designation supports an average density of 5 units per acre as the City develops and expands. This is a goal over a broad area that is designed to encourage of mix of housing types and efficient use of land; however, it does not necessarily apply to each project that is proposed. Various zoning districts are used to implement this designation.

Zoning district include the “FS-RL” Floating Suburban Residential Low-Density zoning district (*see Attachment D – Future Land Use Map*). RN3 areas will typically have current zoning of FS-RL, FS-RM, F-PRD (Planned Residence District), PUD (Planned Unit Development) or RLP (Manufactured home park).

Attachment E includes the excerpt of Plan 2040 for the RN3 designation that is discussed below. Each land use designation in Plan 2040 describes its context and potential issues to be addressed or guidance for future projects as they occur during the next 20 years. The proposed FS-RL zoning with Master Plan aligns with the RN3 land use designation.

Neighborhood Characteristics

The RN3 designation is oriented around contemporary but diverse development options in planned expansion areas of the City, typically known as FS zoned areas. These areas where originally envisioned in the 1997 Land Use Policy Plan as villages.

Plan 2040 further describes RN3 neighborhoods as being designed with conventional suburban type development patterns involving single-family homes at low or medium density. Curvilinear streets, loop streets with minimal cul-de-sacs will be common street characteristics. Such neighborhoods will commonly be automobile oriented. Transit service is likely limited or non-existent. Neighborhoods will have access to private green space involving internal paths and trails. Stormwater detention features will be incorporated into design. In general, some small commercial nodes will be located within or in nearby areas of RN3.

Growth Goals

The goals of RN3 involve creating a variety of housing types and price points that can be attainably priced and owner occupied. This involves neighborhood design through zoning tools such as the Planned Development of neighborhood cores containing higher density with links to single-family areas and nearby neighborhood services. The use of Complete Streets concepts is expected with elements to include active transportation linkages and providing safe access for all neighborhood cores and activity areas.

Development Guidelines

The neighborhoods in RN3 designated areas will incorporate flexible lot sizes to accommodate diverse housing types with regard for architectural character, environmental and open space factors in design decisions. Generally, higher density residential will be encouraged along avenues, boulevards and mixed-use avenues and other streets with significant bicycle and potential transit routes and within master planned projects. Street, sidewalks and trails will have full connectivity. New developments will require neighborhood and community parks nearby in relation to the City’s open space and parking planning. Typically, developments should be within ½ mile of a park.

Open Space and Parks

A City neighborhood park currently exists approximately 1/4 of a mile to the south of this property in the Sunset Ridge neighborhood. This meets the Land Use goal of the

proposed future neighborhood being within a ½ mile of a city park. Additionally, the Ames 2040 Comprehensive Plan does have a general conceptual plan for acquisition of parking space for a larger community park to the immediate north of this property. With the existing park and planned park to the north, no additional public park land is planned with this development.

The greenway designation at the east edge of the site is shown on the Master Plan as open space.

Complete Streets Typology

The proposed street extensions into this area are classified in the Ames 2040 Plan Complete Streets typology as Neighborhood Streets which are designed to be low traffic with separated walkways and some on-street parking. The technical functional classification is also known as a 'local street'.

One of the uses of these types of streets are intended to be located in new expansion areas with low density zoning such as the density of development being proposed here. One of the connecting streets, Wilder Avenue, is designated as a residential collector street. These street types are designed to be in low density residential areas and connect to local streets as will be the case in this development. The street typology does not in this case affect the rezoning request.

Public Actions

Plan 2040 includes actions to guide City plans for infrastructure. It relies primarily on using the Capital Improvements Program (CIP) to plan for extension of major roads, water and sewer infrastructure while considering development agreements, connection districts and assessments to help facilitate extensions. In this case the need for sanitary sewer trunk line extension is within the CIP. This supports the need for a contract rezoning agreement to address infrastructure extensions as is recommended by staff.

Proposed Zoning

The applicant proposes rezoning from "A" (Agricultural) to "FS-RL" (Floating Suburban Residential Low-Density) with a Master Plan. The properties to the north are outside the city in Story County and currently row cropped as well as existing farmsteads and row crop land along and across North 500th to the west. The property to the east is in floodplain along Clear Creek with some wooded residential lots zoned RL (Residential Low-Density). Properties immediately to the south are zoned "FS-RL" (Floating Suburban Residential Low-Density) in the existing Sunset Ridge Subdivision which contain single-family detached homes.

Master Plan

The Master Plan will govern density with a range of 55-65 units allowed on the site. The net density will be in the range of 4.14 to 4.90 units per net acre. The net acreage of

developable area will be 13.27 acres of the total 28.57 acres. The other 11.3 acres is reserved for stormwater management and Open Space. The future Preliminary Plat and subsequent Final Plat(s) will ensure that the number of units aligns with the Master Plan.

A Master Plan is required in this case based on Section 29.1507(3) that when “*an application is made for amending the zoning map to designate any property as FS-RL, FS-RM, or PUD, the applicant must either prepare a Master Plan or request that the City Council determine whether it will be required.*”

The Master Plan in this case will dictate the general street layout, general buildable area in location and acres and number of units as well as net density. The plan will also guide the layout of utilities to serve the site. The final configurations of lots and open space will be determined during preliminary plat review.

Infrastructure

Impacts on infrastructure and City services for this parcel are consistent with what is already anticipated for residential use of the property. Public utilities such as water and sewer serving this parcel are located immediately south in the Sunset Ridge development and can be easily extended to this site. Electricity is also available to serve the site.

A large 12” Sanitary Sewer trunk main will be required to be installed through the site from east to west to accommodate planned future growth to the north and west of this site. A contract zoning agreement has been finalized with the developer to ensure financing and construction of the main. The main is required for future growth beyond this site and as such must be installed with this subdivision.

Site access will occur from Wilder Avenue and Ellston Avenue to the south from the Sunset Ridge Development. Both streets connect to the existing street network to the south where Wilder Avenue connects to Lincoln Way. An east to west street will bisect the site to serve the remainder of the area. Sidewalks will be provided throughout the site and an existing shared use path to the south in Sunset Ridge will be extended into the neighborhood along Wilder Avenue. All the connections and proposed streets are adequate to serve the anticipated traffic generated by this site.

Findings of Fact. Based upon an analysis of the proposed rezoning and laws pertinent to the proposed map amendment, staff makes the following findings of fact:

1. The subject property is owned by Hunziker Development Group. The rezoning request and statement of justification is included as *Attachment D*.
2. Ames Municipal Code Section 29.1507(1) allows the property owner to initiate an amendment to the Official Zoning Map.
3. The proposed rezoning is consistent with the designation of “Residential

neighborhood 3 (RN3)" identified on the Ames Plan 2040 Future Land Use Map.

4. Development in the "FS-RL" zoning district requires a Master Plan and subsequent Platting review process to assure that such development and intensity of use assures a safe, functional, efficient, and environmentally sound operation.
5. Impacts on infrastructure and City services for this parcel is consistent with what is already anticipated for the area.

Public Notice. The City provided mailed notice to all property owners within 200 feet of the subject property prior to the City Council meeting in accordance with the notification requirements of Chapter 29.

Attachment A- Location & Current Zoning



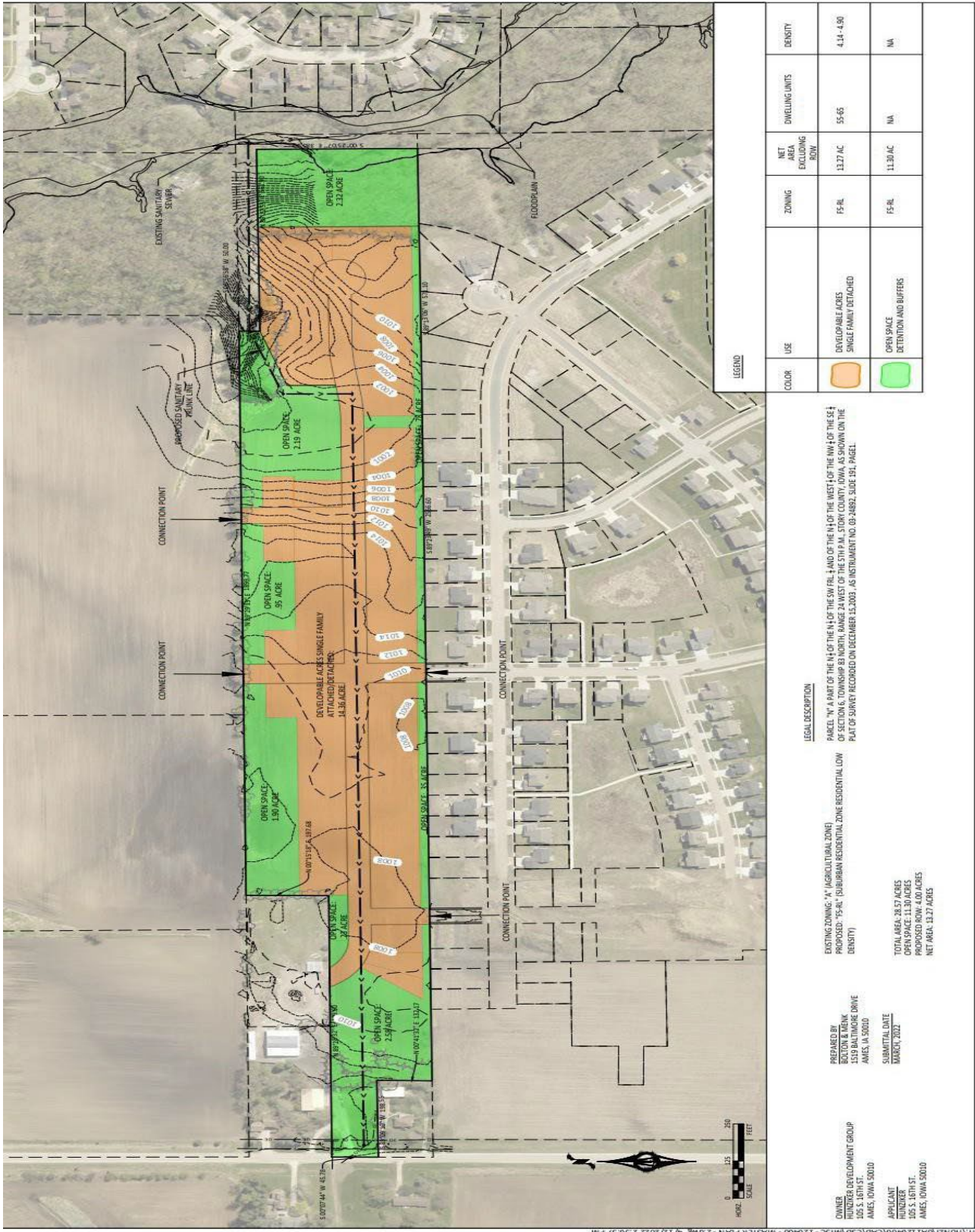
798 500th Avenue Current Zoning

Attachment B- Proposed Zoning Designation



798 500th Avenue Proposed Zoning

Attachment C- Proposed Master Plan



COLOR	USE	ZONING	NET AREA EXCLUDING ROW	DWELLING UNITS	DENSITY
	DEVELOPABLE ACRES SINGLE FAMILY DETACHED	F5-RL	13.27 AC	55-65	4.14-4.50
	OPEN SPACE DETENTION AND BUFFERS	F5-RL	11.30 AC	NA	NA

LEGEND

LEGAL DESCRIPTION

EXISTING ZONING: "A" (AGRICULTURAL ZONE)
 PROPOSED: "F5-RL" (SUBURBAN RESIDENTIAL ZONE RESIDENTIAL LOW DENSITY)

PARCEL "Y" A PART OF THE N $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ AND OF THE N $\frac{1}{4}$ OF THE WEST OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., 2704 COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED ON DECEMBER 15, 2003, AS INSTRUMENT NO. 03-24892, SIDE 194, PAGE 1.

PREPARED BY
 UNITED DEVELOPMENT GROUP
 BOYD & WINK
 1519 BALTIMORE DRIVE
 AMES, IA 50009

APPLICANT
 HUNZIKER
 505 S. 60TH ST
 AMES, IOWA 50009

SUBMITTAL DATE
 MARCH 2022

TOTAL AREA: 28.57 ACRES
 OPEN SPACE: 11.30 ACRES
 PROPOSED ROW: 4.00 ACRES
 NET AREA: 13.27 ACRES

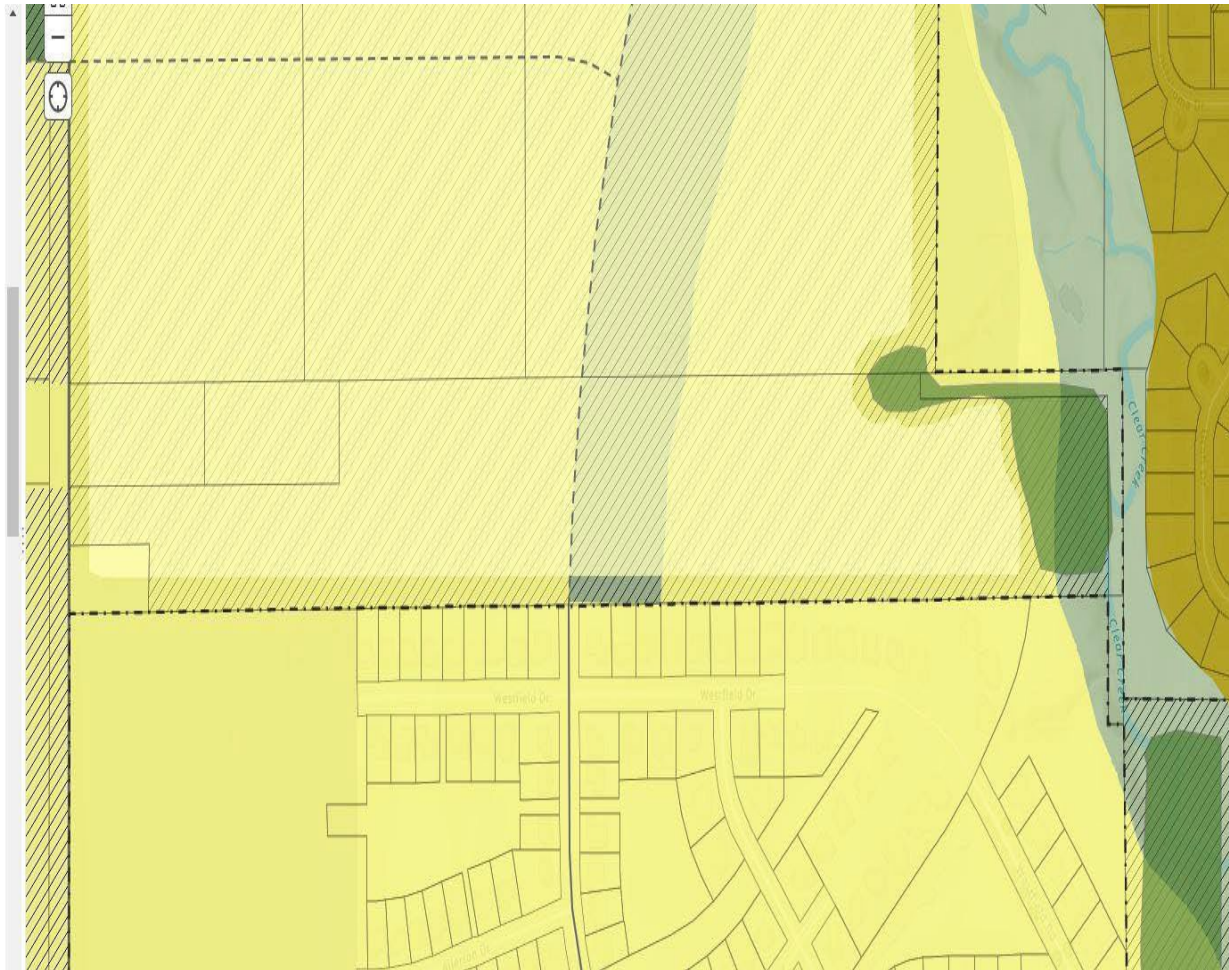
H:\HUNZIKER\136490\CADD\CE\PLAN15C - 126490 - MASTER PLAN - 2.dwg 07/27/2022 2:56:37 PM

Attachment D- Future Land Use Map

Ames Plan 2040 WM_WFL1 - Future Land Use

- Residential Neighborhood 1 - Traditional (RN-1)
- Residential Neighborhood 2 - Established (RN-2)
- Residential Neighborhood 3 - Expansion (RN-3)
- Residential Neighborhood 4 - Village (RN-4)
- Residential Neighborhood 5 - Multi-family (RN-5)
- Neighborhood Core (NC)
- Neighborhood Core - Mixed Use (NC.MU)
- Community Commercial/Retail (Com-CR)
- General Commercial (GC)
- Core (Core)
- Redirection (Redir)
- Urban Corridor
- Employment (Emp)
- Park/Recreation
- Open Space
- Civic
- Civic - University
- Hospital/Medical Special Area
- Near Campus Overlay

Ames Plan 2040 WM_WFL1 - Story CO Urban Reserve



Attachment E- RN3 Characteristics

Residential Neighborhood 3 (RN-3: Expansion)

CHARACTERISTICS

- » Contemporary but diverse development options in planned expansion areas of the City, known as FS zoned areas. Originally envisioned in the 1997 LUPP as “villages” and residential subdivisions.
- » Primarily residential and largely single-family at low and medium densities. Some medium-density apartment developments.
- » Conventional suburban lot sizes in subdivisions.
- » Limited or no transit access.
- » Access to private green space, internal paths, and trails is often included in development design. Includes storm water detention features within developments.
- » Curvilinear street networks, minimizing cul-de-sacs, but somewhat limited connectivity at times.
- » Common pattern of automobile-oriented design with front-loaded garages.
- » Includes small commercial nodes.

APPLICABLE EXISTING ZONING CATEGORIES

- » FS-RL Suburban Residential Low-Density
- » FS-RM Suburban Residential Medium-Density
- » F-PRD Planned Residence District
- » PUD Planned Unit Development Overlay District
- » RLP Residential Low-Density Park

GOALS

- » Wide range of housing types and price points, need to incorporate attainably priced owner occupied housing.
- » Planned development of neighborhood cores, with higher density, linkages to single-family areas, and neighborhood services.
- » High level of internal connectivity and planned street linkages to surrounding developments.
- » Use Complete Street concepts with development. Include active transportation linkages. Provide safe access for all to neighborhood cores and activity areas.
- » Target minimum gross density in major new development areas of 6 units per acre.

DEVELOPMENT GUIDELINES

- » Flexible lot size design standards for diverse housing types, including architectural character, environmental, and open space factors in design decisions.
- » Higher residential densities (attached, townhomes, small multi-unit buildings) on avenues, boulevards, and mixed use avenues, and other streets with significant bicycle and potential transit routes; and within master planned projects.
- » Street, sidewalk, and trail connectivity.
- » New development requires neighborhood and community parks. See also Parks and Recreation Chapter.
- » Plan to accommodate transit extensions into developing areas by design and density levels.
- » Allow common accessory functions, places of worship, and parks.
- » Apply minimum density standards to new development, single-family 3.75 du/A, medium-density minimum density 10.0 du/A, cores and high-density areas have higher intensity and densities than medium-density.

PUBLIC ACTIONS

- » Review and modify zoning and subdivision regulations to address intended range of uses and design standards.
- » Permit accessory dwelling units with lot size and design standards.
- » Extend trail network into growth areas.
- » Support transit extensions to serviceable areas.
- » Use the Capital Improvements Program to plan for extension of major road, water, sewer infrastructure. Consider use of development agreements, connection districts, and assessments to help facilitate extensions.



Attachment F- Growth Principles

GROWTH: GUIDING PRINCIPLES



Guiding Principles of Growth

G1: Sustainable Growth. The vision is for new growth to be both economically and environmentally sustainable. This encompasses housing densities that minimize the footprint of growth and reduce service cost per unit; maximum use of existing infrastructure; new investments that have citywide benefits; and preservation of environmental assets.

G2: Contiguous Greenfield Development. Ames will accommodate much of its projected population growth in areas contiguous to the existing built-up city. During the Plan 2040 process, the City identified alternative contiguous Tier 1 and Tier 2 areas as most readily able to serve the projected growth in population and employment. Providing multiple opportunity areas creates choices that support a variety of needs of a growing community.

G3: Infill that Enhances Urban Fabric. Ames will take advantage of existing infill sites within the existing urbanized area to increase both the efficiency and quality of its urban environment. Infill development may change the types and intensities of land use and introduce new building forms. Larger areas planned for change are described as redirection or redevelopment areas. As such, it requires an assessment of community needs and character of the surrounding area to guide planning and policy decisions on specific changes.

G4: Quality Urban Experience. The City endeavors to provide urban and suburban experiences that suit a variety of interests. All new development areas will be supportive of a healthy and safe urban environment to be enjoyed by all residents. New growth will include a planned diverse mix of housing and include or provide good access to trails, public parks and open space, services, and commercial development. Quality of design, including building architecture and relationships to its surrounding, along with improvements to the

public realm, are key components of an urban experience and a attractiveness of suburban locations.

G5: Review and Approval Process. The ongoing land use planning process defines priorities and policies, while development review affirms consistency with specific standards that implement these policies. Decisions will be made through a transparent, collaborative process that includes stakeholders, and moves toward solutions that are compatible with long-term community goals. This process should be viewed by all parties as fair and reliable.

G6: Planning for Equity. Ames will continue to grow in diversity of its people and jobs during the next twenty years. Equity with growth requires consideration of the needs of a diverse population. This includes adding affordable housing, multiple housing types, and market-based price points, supporting economic growth, expanding transportation choice, providing accessible institutions and services, and maintaining a variety of amenities.

Attachment F (Cont.) Housing

GUIDING PRINCIPLES

Guiding Principles for Neighborhoods, Housing & Subareas

H1: Housing Choice and Attainability. Ames will support housing choice and attainability for people of all income ranges. Growth and Land Use Policies include a range of housing types that meet the programmatic and economic requirements of all demographic groups.

Support for increased supply is important to moderate cost increases due to supply constraints; however, a variety of housing types and size of housing can create a broader range of price points making ownership housing more attainable for a wider segment of the population. Although the City endeavors to increase the percentage of ownership housing units in the City as a percentage of total units, adding rental housing opportunities is important to health of the community as well. Rental housing choices are key components of land use planning in growth areas and redirection areas where they help to fulfill overall community development goals in addition to housing. The evolving senior housing demographic will also impact housing design and choice over the next 20 years.

H2: Neighborhood Quality. Ames will support maintaining the quality of existing neighborhoods by encouraging reinvestment and conserving and enhancing existing housing.

The majority of Ames' affordable housing inventory is already on the ground - and existing residential represents the city's largest single capital asset. Maintaining the quality of existing neighborhoods is fundamental to an effective city housing policy.



Neighborhood conservation has two primary focuses: 1) maintaining the quality and integrity of existing investment and 2) strategic infill development that both addresses problems and increases the value and quality of the local environment. Neighborhoods in Ames are not islands and neighborhood conservation is a dynamic process. Change will occur, but change must be managed and directed in ways that strengthen the city's residential areas.

H3: New Development Areas that Build Community. Ames will use density, scale, and building types to define development areas that build connected communities, each of which provides housing choices.

Planning and development in "greenfield" growth areas should align with the overall housing goal of providing choice and variety of tenure, design, and price. The growth concept presented in the Growth & Land Use chapter establishes development areas that are connected to the City, served by logical extensions of greenway and transportation systems, and a mix of both land uses and

residential densities. They are intended to help build community both within themselves and together with previously established neighborhoods. They are not intended to be unstructured clusters of subdivisions.

H4: Redirection Areas. Ames will identify land use redirection and infill areas and encourage their eventual redevelopment.

Infill development can provide a variety of urban housing environments in areas that are underused or inefficiently used and can take advantage of Ames's existing resources.

Underused but strategically located sites can provide important resources for housing development that take advantage of existing commercial development and community services. In many cases, these opportunities are located along or near major urban corridors.

City policy should identify these opportunities and advance their redevelopment through planning and private sector partnerships.

Attachment G- Applicant Narrative

North Sunset Ridge Subdivision Rezoning Narrative

Reasons for Requesting Rezoning

We are requesting the parcel be rezoned from the current Agricultural – A to F-5 RL (Suburban Residential Low Density) – to allow the development of the property as Residential.

Consistency of this rezoning plan with the Ames Plan 2040 – Future Land Use Map

The parcel requested for rezoning meets the consistency and goals of the Ames Plan 2040.

Guiding Principles of Growth

G1: Sustainable Growth. The vision is for new growth to be both economically and environmentally sustainable. This encompasses housing densities that minimize the footprint of growth and reduce service cost per unit; maximum use of existing infrastructure; new investments that have citywide benefits; and preservation of environmental assets.

The proposed North Sunset Ridge Development meets the goals of sustainable growth. The development exceeds the minimum density requirements. The development will utilize existing infrastructure to help reduce lower the cost per unit of the development. The city will also be installing a new truck line sewer through the development to allow for future growth to the west. The development will connect to two existing street stubs, Wilder Ave and Elliston Ave, from Sunset Ridge. The development will avoid the tree areas on the east side of the project as much as possible. Minor disturbance will be required to install the sanitary sewer trunk line.

G2: Contiguous Greenfield Development. Ames will accommodate much of its projected population growth in areas contiguous to the existing built-up city. During the Plan 2040 process, the city identified alternative contiguous Tier 1 and Tier 2 areas as most readily able to serve the projected growth in population and employment. Providing multiple opportunity areas creates choices that support a variety of needs of a growing community

The proposed development is in plan 2040 West growth area and is a Tier 1 development which has immediate availability to infrastructure, street connections. This will maximize the use of existing infrastructure and transportation facilities.

G3: Infill that Enhances Urban Fabric. Ames will take advantage of existing infill sites within the existing urbanized area to increase both the efficiency and quality of its urban environment. Infill development may change the types and intensities of land use and introduce new building forms. Larger areas planned for change are described as redirection or redevelopment areas. As such, it requires an assessment of community needs and character of the surrounding area to guide planning and policy decisions on specific changes

The proposed development is not an infill but is directly adjacent to an existing subdivision and will match the existing character and scale of the adjacent neighborhood.

Attachment G (Cont.)

G4: Quality Urban Experience. The City endeavors to provide urban and suburban experiences that suit a variety of interests. All new development areas will be supportive of a healthy and safe urban environment to be enjoyed by all residents. New growth will include a planned diverse mix of housing and include or provide good access to trails, public parks and open space, services, and commercial development. Quality of design, including building architecture and relationships to its surrounding, along with improvements to the public realm, are key components of an urban experience and an attractiveness of suburban locations.

The proposed development will include access to existing sidewalk and trails in Sunset Ridge. The development is also being designed to allow for expansion of development areas to the north as that land becomes available. There is also discussion of the land to the north becoming a park in the future. Considering this the proposed development is set to allow access to this area.

G5: Review and Approval Process. The ongoing land use planning process defines priorities and policies, while development review affirms consistency with specific standards that implement these policies. Decisions will be made through a transparent, collaborative process that includes stakeholders, and moves toward solutions that are compatible with long-term community goals. This process should be viewed by all parties as fair and reliable.’

The proposed development will follow the City’s approval process for the subdivision.

G6: Planning for Equity. Ames will continue to grow in diversity of its people and jobs during the next twenty years. Equity with growth requires consideration of the needs of a diverse population. This includes adding affordable housing, multiple housing types, and market-based price points, supporting economic growth, expanding transportation choice, providing accessible institutions and services, and maintaining a variety of amenities.

The proposed development will be open for all people. It will have full streets and sidewalks throughout the subdivision providing multiple transportation options.

Land Use

The proposed development is in the RN-3 and will meet the goals and development guidelines of the characteristics as set forth in the Ames 2040 Plan.

Housing

H3: New Development Areas. Ames will use density, scale, and building types to define development areas that build connected communities, each of which provides housing choices.

The proposed development will be consistent with the density and housing types in Sunset Ridge. It will encourage continuous and usable pedestrian routes. The development will meet the goals for housing and density.

Current Zoning of the subject property

The property is currently zoned Agricultural – A

Proposed Zoning of the subject Property

The requested zoning is FS-RL

Proposed Use of the Property

The intended use of the property is single family residential housing.

Legal Description of the property proposed for rezoning.

PARCEL "N" A PART OF THE N 1/3 OF THE N 1/2 OF THE SW FRL. 1/4 AND OF THE N 1/3 OF THE WEST 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED ON DECEMBER 15, 2003, AS INSTRUMENT NO. 03-24892, SLIDE 191, PAGE 1.

S P A C E A B O V E R E S E R V E D F O R O F F I C I A L U S E

Legal description: See page 1.

Return document to: City Clerk, 515 Clark Avenue, Ames IA 50010

Document prepared by: Mark O. Lambert, City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010 – 515-239-5146

**CONTRACT REZONING AGREEMENT FOR ADOPTION OF
THE MASTER PLAN FOR 798 N. 500TH AVENUE**

THIS AGREEMENT, made and entered into this ____ day of July 2022, by and between the **City of Ames, Iowa**, (hereinafter “City”) and **Hunziker Development Group, LLC**, its successors and assigns (hereinafter “Developer”), collectively being referred to as the “Parties,”

WITNESSETH THAT:

WHEREAS, the Parties hereto desire the improvement and development of real property (approximately 28.58 acres) in the City of Ames, locally known as 798 N. 500th Avenue (hereinafter referred to as the “Site”) and legally described as:

Parcel “N” a part of the N 1/3 of the N 1/2 of the SW Fr. 1/4 and of the N 1/3 of the West 1/2 of the NW 1/4 of the SE 1/4 of Section 6, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey recorded on December 15, 2003, as Instrument No. 03-24892, Slide 191, Page 1 **AND Parcel “P”** a part of the N 1/3 of N 1/2 of the SW Fr. 1/4 and of the N 1/3 of the W 1/2 of the NW 1/4 of the SE 1/4 of section 6, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey recorded on December 15, 2003, as Instrument No. 03-24892, Slide 191, Page 2; and

WHEREAS, the City approved the annexation of the property on October 12, 2021, by Resolution No. 21-544, the City Development Board approved the annexation on February 10, 2022, which was filed with the Recorder of Story County, on March 11, 2022, as Instrument No. 2022-02259 ; and

WHEREAS, the Site is designated on the Ames Plan 2040 as Residential Neighborhood 3 (RN-3 Expansion) which has an allowable zoning category of Suburban Residential Low-Density (FS-RL), and the Developer is seeking rezoning of the Site from the current zoning of Agricultural (A) to Floating Suburban Residential Low-Density (FS-RL) with Master Plan; and

WHEREAS, The Developer and The City desire to ensure reasonable conditions for development of the site per Iowa Code 414.5; and

WHEREAS, the Developer has submitted a Master Plan in conformance with the requirements set forth in Ames Municipal Code §29.1507(4); and

WHEREAS, Ames Municipal Code §29.1507(5) requires approval of a zoning agreement when a Master Plan is required and that all development of the Site comply with the Master Plan; and

WHEREAS, the City desires an extension of an oversized sanitary sewer system to serve land beyond the site and the City is willing to pay for the oversizing costs, under certain conditions, with the Developer paying for the base-sized costs of said sanitary sewer system.

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

I.

798 N. 500th AVENUE MASTER PLAN ADOPTED

The Master Plan, which is set forth as Attachment A and incorporated by reference in this agreement, shall be the Master Plan for the Site. Developer agrees that all development upon the Site shall be in compliance with the Master Plan on file with the Department of Planning & Housing. Developer further agrees that:

- (a) No more than 65 dwelling units shall be developed and built for occupancy upon the Site, and all dwelling units on the Site shall be single family detached homes.

II.

SANITARY SEWER TRUNK MAIN INSTALLATION

In consideration of the rezoning of the Site, Developer further agrees that:

- (a) Developer shall, at Developer's sole expense, design an oversized 12" sanitary sewer system of approximately 3,500 linear feet to City specifications designed to serve the growth area west of North 500th Avenue. Developer shall submit the sanitary sewer system plans to the City for review and approval prior to preliminary plat approval.
- (b) Upon the City's approval of the oversized sanitary sewer system plans, engineering cost opinion, and accompanying specification book, the City will bid said project for construction.
- (c) Developer agrees to pay cash in escrow for Developer's proportionate cost of the total construction and inspection of the base-sized, 8" sanitary sewer at standard depth and slopes in the amount of \$604,725. Payment shall be made to the City of Ames at the time of first Final Plat approval or within 14 days of the award by the City of a contract for the sanitary sewer installation project, whichever event shall occur first. The City shall hold the funds in escrow to be used to make payments for construction of the sanitary sewer project.

Developer's payment to the City from the cash held in escrow for Developer's proportionate cost of the sanitary sewer system, shall be due and made from escrow at such time as the City's contractor for the sanitary sewer installation project is due payment under the terms of the contract. If the City does not award a bid for said project by December 2023, the City's obligation to pay for any oversizing cost of the sanitary sewer shall terminate absent further agreement between the Developer and the City. Notwithstanding the foregoing:

- (i) If the bids received for the sanitary sewer systems project would result in the City's cost to oversize the sanitary sewer line exceeds \$1,065,000 the City Council may reject all bids in its sole discretion.
 - (ii) Developer agrees that the shared responsibilities for improvements to the property of any type are limited to those included within the contract for construction of the oversized sanitary sewer project. Any other improvements or activities needed for development of the site are the obligation of the Developer.
- (d) If the sanitary sewer contract is not awarded by the City by December 2023, the zoning designation for the Site shall remain in place, however:
- i. Developer shall grant to the City a 75-foot wide easement along the approved alignment for the sanitary sewer extension at no cost to the City.

ii. The City may withhold from Developer any and all permits, including but not limited to, improvement plans and Final Plat approval until the extension of a 12" sanitary sewer has been approved by the City.

(e) Developer understands that the City Council may accept an alternative proposed by Developer to perform offsetting improvements or payments, rather than contribute to the sanitary sewer extension project. Any alternative proposed by the Developer shall be subject to approval by the City Council in its sole discretion.

III. NON-INCLUSION OF OTHER OBLIGATIONS

The Parties acknowledge and agree that this Agreement is being executed to fulfill a specific requirement of §29.1507(5) of the Ames Municipal Code. It is also understood that this Agreement supplements but does not replace or supersede any agreements made with the City or third parties. The Parties further acknowledge that all site development standards continue to apply to the Site.

The Parties understand that the Master Plan adopts a general conceptual plan for development, without review or approval of specific subdivision plats or site plans for development of the Site. The Parties therefore acknowledge that the Master Plan adoption does not anticipate or incorporate all the additional approvals or requirements that may be required to properly and completely develop the Site and does not relieve the developer of compliance with other provisions of the Ames Municipal Code, the Iowa Code, SUDAS, or other federal, state or local laws or regulations.

IV. GENERAL PROVISIONS

A. Modification. The parties agree that this Agreement may be modified, amended, or supplemented only by written agreement of the parties. In addition, any modifications or changes to the Master Plan shall be undertaken in accordance with the process provided for in Ames Municipal Code §29.1507(5).

B. Incorporation of Recitals and Exhibits. The recitals, together with any and all exhibits attached hereto, are confirmed by the parties as true and incorporated herein by reference as if fully set forth verbatim. The recitals and exhibits are a substantive contractual part of this Agreement.

C. Prior Agreements Binding. The terms of all prior Agreements affecting this Property in which the City is a party, including any pre-annexation agreements, are hereby reaffirmed in their entirety.

D. Noninclusion of Other Improvement Obligations. The Parties acknowledge and agree that it is not possible to anticipate all the infrastructure and Code requirements that the Developer may be required to complete or comply with to properly develop the Site. Therefore, the Parties agree that all work done by and on behalf of the Developer with respect to other improvements, including but not limited to, building design, building construction, and utilities, both on-site and off-site, shall be made in compliance with the Iowa Code, SUDAS, and all other federal, state, and local laws and policies of general application, including but not limited to building and zoning codes, whether or not such requirements are specifically stated in this Agreement.

V.
COVENANT WITH THE LAND

This Agreement shall be filed for record in the office of the Story County Recorder and all covenants, agreements, promises, and representations herein stated shall be deemed to be covenants running with the Site and shall endure and be binding on the parties hereto, their mortgagees, lienholders, successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law. The City shall have the right to file a claim to continue its interest in these covenants. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective as of the date first above written.

(S i g n a t u r e s o n f o l l o w i n g p a g e)

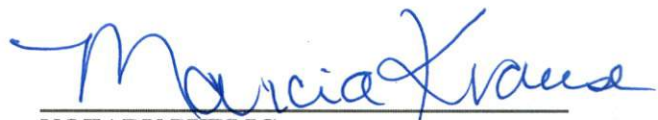
Dated this 27 day of July 2022.

HUNZIKER DEVELOPMENT GROUP, LLC

By: 
Justin Dodge, Manager

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on July 27, 2022, by Justin Dodge, as Manager of Hunziker Development Group, LLC.


NOTARY PUBLIC



Passed and approved on _____, 2022, by Resolution No. 22-_____
adopted by the City Council of the City of Ames, Iowa.

CITY OF AMES, IOWA

By:

John A. Haila, Mayor

Attest:

Renee Hall, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, 2022, by John A.
Haila and Renee Hall, as Mayor and City Clerk, respectively, of the City of Ames, Iowa.

NOTARY PUBLIC

EXHIBIT A

North Sunset Ridge
Hunziker Land Development

Figure 1: Master Plan
March 2022



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OWNER
HUNZIKER DEVELOPMENT GROUP
105 S. 16TH ST.
AMES, IOWA 50010

APPLICANT
HUNZIKER
105 S. 16TH ST.
AMES, IOWA 50010

PREPARED BY
BOLTON & MENK
1519 BALTIMORE DRIVE
AMES, IA 50010

SUBMITTAL DATE
MARCH, 2022

EXISTING ZONING: "A" (AGRICULTURAL ZONE)
PROPOSED: "FS-RL" (SUBURBAN RESIDENTIAL ZONE RESIDENTIAL LOW DENSITY)

TOTAL AREA: 28.57 ACRES
OPEN SPACE: 11.30 ACRES
PROPOSED ROW: 4.00 ACRES
NET AREA: 13.27 ACRES

LEGAL DESCRIPTION
PARCEL "N" A PART OF THE N 1/4 OF THE N 1/4 OF THE SW 1/4 AND OF THE N 1/4 OF THE WEST 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED ON DECEMBER 15, 2003, AS INSTRUMENT NO. 03-24892, SLIDE 191, PAGE 1.

LEGEND					
COLOR	USE	ZONING	NET AREA EXCLUDING ROW	DWELLING UNITS	DENSITY
	DEVELOPABLE ACRES SINGLE FAMILY DETACHED	FS-RL	13.27 AC	55-65	4.14 - 4.90
	OPEN SPACE DETENTION AND BUFFERS	FS-RL	11.30 AC	NA	NA

COUNCIL ACTION FORM

SUBJECT: 2021/22 SHARED USE PATH SYSTEM EXPANSION (SOUTH OF LINCOLN WAY PATH EXPANSION)

BACKGROUND:

This program provides for construction of shared use paths on street rights-of-way, adjacent to streets, and through greenbelts. The Long Range Transportation Plan (LRTP) identifies those paths that separate bicycle traffic from higher-speed automobile traffic. This path section from Franklin Park to S. Wilmoth Avenue is another phase of OFF 5 from the 2040 LRTP.

On August 3, 2022, bids were received for this project as follows:

<i>Bidder</i>	<i>Total Bid</i>
Engineer's estimate	\$228,101.50
Howrey Construction, Inc.	\$216,405.80
Pillar Inc.	\$224,869.00
Caliber Concrete LLC	\$236,520.50
Concrete Professionals	\$239,131.15
Con-Struct, Inc.	\$240,657.80
TK Concrete, Inc.	\$251,975.00

The revenues and expenses for this project are as follows:

Revenues		Expenses	
Local Option Sales Tax	\$290,000	Administration	\$25,000.00
		Design	\$32,800.00
		Construction (est)	\$216,405.80
Total	\$290,000	Total	\$274,205.80

ALTERNATIVES:

- 1a. Accept the report of bids for the 2021/22 Shared Use Path System Expansion (South of Lincoln Way Path Expansion) project.
- b. Approve the final plans and specifications for this project.

- c. Award the 2021/22 Shared Use Path System Expansion (South of Lincoln Way Path Expansion) project to Howrey Construction, Inc. of Rockwell City, Iowa in the amount of \$216,405.80.
2. Award the contract to one of the other bidders.
3. Do not proceed with this project

MANAGER'S RECOMMENDED ACTION:

Proceeding with this project will make it possible to establish a significant path connection for residents in this neighborhood. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

COUNCIL ACTION FORM

SUBJECT: COOLING TOWER BLOWDOWN MODIFICATION PROJECT

BACKGROUND:

As part of the power generation process, the Power Plant uses water cooling towers to dissipate the heat in the circulating water that the water has removed from the turbine's steam condenser. Periodically, a portion of the circulating water must be discharged (blown down) from the cooling tower and replaced with fresh (make-up) water as the mineral concentrations in the water increase due to evaporation. The Power Plant has a National Pollutant Discharge Elimination System (NPDES) permit from the Iowa Department of Natural Resources to blow down (discharge) the cooling tower water into the storm sewer system, which eventually connects to the South Skunk River.

In June 2017, the Electric Department received a renewed permit from Iowa DNR for the Power Plant's cooling tower blowdown water. **The limits in the new permit require the Power Plant to either treat the cooling tower blowdown water before it is discharged to the storm sewer or find another method of disposal. Electric has chosen to modify the system to send the cooling tower blowdown water directly to the City's sanitary sewer system for treatment at the City's sewage treatment plant. The renewed permit issued in 2017 requires the blowdown water system to be modified by May 2023**

On June 28, 2022, as a prerequisite to issuing an invitation to bid (ITB), City Council approved preliminary plans and specifications for the Cooling Tower Blowdown Modification project. **This project will create the infrastructure necessary to allow the Power Plant's cooling tower blowdown water to be discharged into the City's sanitary sewer system.** The bid was advertised on the Current Bid Opportunities section of the Purchasing webpage and a Legal Notice was published on the websites of a contractor plan room service with statewide circulation.

The base bid is to install the project according to the plans and specifications with a completion date of May 31, 2023. A bid alternate is to accelerate the completion date up to April 28, 2023. **This alternate was requested by the City in order to be assured that Electric meets the regulatory requirement to discontinue sending cooling water blowdown to the storm sewer by May 2023.**

On July 27, 2022, three bids were received as shown below:

Bidder	Base Bid	Alternate
<i>Engineer's Estimate</i>	<i>\$282,000.00</i>	
Keller Excavating, Inc., Boone, IA	\$329,344.20	\$25,550

On Track Construction LLC, Nevada, IA	\$456,892.00	\$5,000
Synergy Contracting, LLC, Des Moines, IA	\$486,609.00	\$1,000

Bid amounts are inclusive of applicable sales tax

Staff reviewed the bids and recommends that the low bid submitted by Keller Excavating, Boone, IA, in the amount of \$329,344.20 (inclusive of Iowa sales tax) plus an additional \$25,550 to move the completion date up to April 28, 2023, for a total estimated price of \$354,894.20 be accepted. It should be noted that the bid is a unit price bid, and the bid price of \$354,894.20 is an estimate based upon the assumed scope of work. Invoices will be the unit prices of the bid applied to the actual work performed.

The CIP budget has a current balance of \$397,166 available for the project.

This project will require a temporary closure of portions of Duff Avenue to connect the new line to the sanitary sewer main located under the street. Staff will discuss the project timing with the contractor to minimize traffic disruption to the extent possible. Once the pre-construction meetings have taken place, staff expects that a request will be made to the City Council at a later date to authorize staff to administratively close Duff Avenue for the work.

ALTERNATIVES:

1. Award a contract to Keller Excavating Inc., Boone, IA, for the Cooling Tower Blowdown Modification in the amount of \$354,894.20 (inclusive of Iowa sales tax).
2. Award a contract to another bidder.
3. Reject all bids and delay the Cooling Tower Blowdown Modification project.

CITY MANAGER'S RECOMMENDED ACTION:

The operation of the cooling towers, and the necessary blowdown discharge, are critical to the operation of the Power Plant. The direct discharge to the sanitary sewer and treatment at the City's sewage treatment plant is preferred over installing additional water treatment processes at the Power Plant.

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



MEMO

Legal Department

To: Mayor Haila, Ames City Council

From: Mark O. Lambert, City Attorney

Date: August 4, 2022

Subject: Zoning Text Amendment re: Medical Parking Rates

At the July 26, 2022 Council meeting, the Council considered, on first reading, a Zoning Text Amendment proposed ordinance regarding Medical Parking Rates.

The Council Action Form (CAF) offered the following as the first option:

- a. Reduce medical parking to 4 spaces per 1,000 square feet for areas outside of the Hospital Medical Area and Downtown Gateway Commercial district. Currently, the requirement is 7 spaces per 1,000 for buildings under 50,000 square feet in size and 5 spaces per 1,000 square feet for buildings over 50,000 square, which will not change with this alternative.
- b. Establish a parking rate of 5 spaces per 1,000 square feet for areas inside the Hospital Medical Area and Downtown Gateway Commercial district. Currently, the requirement is 7 spaces per 1,000 square feet for buildings in the Hospital Medical Area under 50,000 square feet & 6 spaces per 1,000 square feet for buildings under 50,000 square feet in the Downtown Gateway Commercial district as well as 5 spaces per 1,000 square feet for buildings over 50,000 square feet in both Hospital Medical Area and Downtown Gateway Commercial district.
- c. Revise the definitions to replace the term “clinic” with “Medical Service Facility.”

The proposed ordinance was drafted to reflect Option #1. The Council adopted a motion to amend the draft ordinance, leaving in “a” and “c” as described in the CAF, but removing from the ordinance what is reflected in paragraph “b.” The ordinance, as amended, was passed on first passage.

The attached ordinance reflects the amendment adopted by the Council. It leaves unchanged the current Municipal Code regarding parking in the Hospital Medical Area and Downtown Gateway Commercial district.

In addition to the amended ordinance, a redlined version of the prior ordinance is being provided to show the changes made.

#

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY AMENDING SECTION 29.201, 29.406(2), 29.501(4)-2, THEREOF, FOR THE PURPOSE OF PROVIDING A DEFINITION OF MEDICAL SERVICE FACILITY, AND REDUCING MEDICAL PARKING RATIOS, REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ENACTED, by the City Council for the City of Ames, Iowa, that:

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by amending Sections 29.201, 29.406(2), 29.501(4)-2, as follows:

***** “Sec. 29.201. DEFINITIONS.**

(35) **Medical Service Facility—Offices, clinics, and laboratories.** Facilities primarily engaged in furnishing outpatient medical, mental health, surgical and other personal health services. Such facilities include: medical, dental, and psychiatric offices (counseling services by other than medical doctors or psychiatrists are included under "offices"); medical and dental laboratories; outpatient care facilities; and allied health services.

*****Sec. 29.406. OFF-STREET PARKING.**

*****Table 29.406(2)
Minimum Off-Street Parking Requirements**

PRINCIPAL LAND USE	ALL ZONES EXCEPT DOWNTOWN AND CAMPUS TOWN SERVICE CENTER ZONES	DOWNTOWN AND CAMPUS TOWN SERVICE CENTER ZONES

OFFICE		
Medical/Dental Services	4 spaces/1000 sq. ft. for all building sizes except S-HM and DGC. S-HM shall be 7 spaces/1,000 sq. ft. for buildings less than 50,000 sq. ft. and 5 spaces/1000 square feet for buildings 50,000 sq. ft. and above. Any size with shared parking agreement shall be 5/1000 square feet. DGC shall have a rate of 6 spaces per 1,000 square feet.	NONE

Sec. 29.501. CLASSIFICATION OF USES.

**Table 29.501(4)-2
OFFICE USE CATEGORIES**

*** Medical and dental services, laboratories and offices. ***
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Section Two. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent of such conflict, if any.

Section Three. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Passed this _____ day of _____, _____.

Renee Hall, City Clerk

John A. Haila, Mayor

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY AMENDING SECTION 29.201, 29.406(2), 29.501(4)-2, ~~29.1000(4)-1 and 29.1000(4)-2~~ THEREOF, FOR THE PURPOSE OF PROVIDING A DEFINITION OF MEDICAL SERVICE FACILITY, AND REDUCING MEDICAL PARKING RATIOS, REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ENACTED, by the City Council for the City of Ames, Iowa, that:

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by amending Sections 29.201, 29.406(2), 29.501(4)-2, ~~29.1000(4)-1 and 29.1000(4)-2~~, as follows:

*** **“Sec. 29.201. DEFINITIONS.**

(35) **Medical Service Facility—Offices, clinics, and laboratories.** Facilities primarily engaged in furnishing outpatient medical, mental health, surgical and other personal health services. Such facilities include: medical, dental, and psychiatric offices (counseling services by other than medical doctors or psychiatrists are included under "offices"); medical and dental laboratories; outpatient care facilities; and allied health services.

*****Sec. 29.406. OFF-STREET PARKING.**

***Table 29.406(2)
Minimum Off-Street Parking Requirements

PRINCIPAL LAND USE	ALL ZONES EXCEPT DOWNTOWN AND CAMPUS TOWN SERVICE CENTER ZONES	DOWNTOWN AND CAMPUS TOWN SERVICE CENTER ZONES

OFFICE		
Medical/Dental Services	<p>4 spaces/1000 sq. ft. for all building sizes except S-HM and DGC.</p> <p>S-HM shall be 7 spaces/1,000 sq. ft. for buildings less than 50,000 sq. ft. and 5 spaces/1000 square feet for buildings 50,000 sq. ft. and above. Any size with shared parking agreement shall be 5/1000 square feet.</p> <p>DGC shall have a rate of 6 spaces per 1,000 square feet.</p> <p>Special Hospital Medical (S-HM)</p>	NONE

	Downtown Gateway Commercial (DGC) 5 spaces/1000 sq. ft.	

Sec. 29.501. CLASSIFICATION OF USES.

**Table 29.501(4)-2
OFFICE USE CATEGORIES**

*** Medical and dental services, laboratories and offices. ***
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Sec. 29.1004. "DGC" DOWNTOWN GATEWAY COMMERCIAL

~~**Table 29.1004(4)-1
Downtown Gateway Commercial Parking Standards General**~~

Medical and Dental Services	5 spaces/1000 sq. ft.

~~**Table 29.1004(4)-2
Downtown Gateway Commercial Parking Standards Kellogg Avenue**~~

Medical and Dental Services	None required for less than 3,000 square feet, 5 spaces /1000 sq. ft. for total square feet of use if exceeds 3,000 square feet within a building

***"

Section Two. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent of such conflict, if any.

Section Three. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Passed this _____ day of _____, _____.

Diane R. Voss, City Clerk

John A. Haila, Mayor