

**AGENDA**  
**REGULAR MEETING OF THE AMES CITY COUNCIL**  
**COUNCIL CHAMBERS – CITY HALL**  
**AUGUST 22, 2023**

**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.

**PROCLAMATIONS:**

1. Proclamation for “Water and Wastewater Workers Week,” August 20-26, 2023

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

1. Motion approving payment of claims
2. Motion approving Summary of Minutes of Regular Meeting on August 8, 2023
3. Motion approving Report of Change Orders for period August 1-15, 2023
4. Motion approving Civil Service Candidates
5. Motion approving 5-Day (September 20 – September 24, 2023) Special Class C Retail Alcohol License – Lucky Wife Wine Slushies, 1930 East 13<sup>th</sup> Street, Pending Dramshop Status
6. Motion approving 5-Day (August 28 – August 30, 2023) Class C Retail Alcohol License – Christiani’s Events, 2321 North Loop Drive
7. Motion approving a new Class E Retail Alcohol License – Lalo’s Liquor Store Inc., 809 Wheeler Street Suite 105
8. Motion approving the renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
  - a. Class C Liquor License with Outdoor Service – Daytime Diner, 127 Dotson Drive
  - b. Class E Liquor License – Cyclone Liquors, 626 Lincoln Way
  - c. Class C Liquor License with Catering Privilege and Outdoor Service – Whiskey River, 132-134 Main Street
  - d. Class C Liquor License with Outdoor Service –Wallaby’s Grille, 2733 Stange Road
9. Motion approving request for Fireworks Permits for display from Jack Trice Stadium for 2023 ISU Home Football Games on the following dates:
  - a. Saturday, September 2
  - b. Saturday, September 9

- c. Saturday, September 23
  - d. Saturday, October 7
  - e. Saturday, November 4
  - f. Saturday, November 18
10. Resolution accepting completion of Art Capital Grant Project for KHOI-FM, and authorizing full payment in the amount of \$3,314
  11. Resolution approving Agreement between Ames Human Relations Commission and Iowa Civil Rights Commission regarding intake and investigation of Civil Rights Complaints
  12. Resolution approving Encroachment Permit for Sign at 301 Alexander Avenue
  13. Resolution setting date of Public Hearing for September 12, 2023, for vacation of existing electric utility easements 2214 Lincoln Way, located on Lot 23, Parkers Addition, Ames, Iowa
  14. Resolution approving Rapid Need Report for Unit 8 Turbine Repair at the Power Plant
  15. Emerson SureService Software Support Contract for the Power Plant
    - a. Resolution waiving the City's Purchasing Policies and Procedures requirement for formal bidding requirements and awarding a single source purchase
    - b. Resolution awarding a three-year contract to Emerson Process Management Power & Water Solutions, Inc. of Tinley Park, Illinois, for the Emerson SureService Software Support Contract for the Power Plant in the amount of \$107,534
  16. Resolution approving Change Order No. 1 for Power Plant Boiler Maintenance Services Contract to TEi Construction Services, Inc., Duncan, South Carolina, in the amount of \$320,000
  17. Resolution approving preliminary plans and specifications for the East 13<sup>th</sup> Street Sanitary Sewer Extension, setting September 20, 2023, as the bid due date and September 26, 2023, as the date of Public Hearing
  18. Resolution approving preliminary plans and specifications for the Water Treatment Plant, Southeast Wellfield, and Technical Services Complex Security Fence Improvements setting September 14, 2023, as the bid due date and September 26, 2023, as the date of Public Hearing
  19. Resolution awarding contract for CyRide Reconditioned Engine Replacements to MHC Kenworth, Des Moines, Iowa for a total cost of \$116,200.47
  20. Resolution approving closure of portion of Hayward Avenue, between Mortensen Road and Storm Street, from 7:00 a.m. to 4:00 p.m. for 2023 Big 12 Conference Cross Country Championships on Saturday, October 28, 2023

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

**PLANNING AND HOUSING:**

21. Staff Report on Downtown Stakeholder Development and Redevelopment Outreach
22. Staff Report on Paving Requirement for Cedar Lane related to the Ansley Development

23. Motion initiating a Zoning Text Amendment to allow for electric vehicle charging related equipment encroachments to be exempt from the landscape area calculation
24. Resolution approving amendment for the North Dayton Avenue Industrial Park TIF Agreement Speculative Building Extension

**ELECTRIC:**

25. Purchase of Unit 7 Air Heater Baskets for the Power Plant
  - a. Resolution waiving the City's Purchasing Policies and Procedures requirement for formal bidding requirements and awarding a single source purchase
  - b. Resolution awarding contract to Arvos Ljungstrom, Palatine, Illinois, for the purchase of air heater baskets for the Power Plant in the amount of \$338,141.40 (inclusive of sales tax)

**PARKS & RECREATION:**

26. Sands-McDorman Property
  - a. Resolution approving purchase agreement for the Sands-McDorman Property at 5658 Ontario Street for the price of \$1,146,474

**HEARINGS:**

27. Hearing on Nuisance Assessments:
  - a. Resolution assessing cost of snow/ice removal and removal of vegetation in right of way and certifying assessments to Story County Treasurer

**ORDINANCES:**

28. Second reading of the Minimum Exterior Property Maintenance Ordinance
29. Third reading and adoption of ORDINANCE NO. 4509 on Zoning Text Amendment to allow for Sports Practice Facility as a use within the General Industrial (GI) Zoning District of Section 29.901 of the Ames Municipal Code

**DISPOSITION OF COMMUNICATIONS TO COUNCIL:**

**COUNCIL COMMENTS:**

**CLOSED SESSION:**

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

**ADJOURNMENT:**

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

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

**AMES, IOWA**

**AUGUST 8, 2023**

The Ames Area Metropolitan Planning Organization (AAMPO) Transportation Policy Committee meeting was called to order by Ames Mayor and voting member John Haila at 5:59 p.m. on the 18<sup>th</sup> day of July, 2023. Other voting members present were: Bronwyn Beatty-Hansen, City of Ames; Gloria Betcher, City of Ames, Tim Gartin, City of Ames; Rachel Junck, City of Ames; Anita Rollins, City of Ames; Linda Murken, Story County Board of Supervisors; Jonathan Popp, Mayor of Gilbert; and Bill Zinnel, Boone County.

**MOTION ACCEPTING THE FINDINGS OF THE 190<sup>TH</sup> STREET CORRIDOR STUDY:**

Director of Public Works John Joiner, Traffic Engineers Damion Pregitzer and Mark Gansen, and Transportation Planner Kyle Thompson were available to answer questions about the report.

Moved by Gartin, seconded by Murken, to accept the report.

Vote on Motion: 8-1. Voting Aye: Beatty-Hansen, Betcher, Gartin, Haila, Junck, Murken, Rollins, and Zinnel. Voting Nay: Popp.

**MOTION SETTING SEPTEMBER 12, 2023, AS DATE OF PUBLIC HEARING REGARDING AMENDMENT TO THE FFY 2023-2026 TRANSPORTATION IMPROVEMENT PROGRAM:** Planner Thompson stated the Public Hearing was to satisfy a requirement for the Department of Transportation (DOT).

Moved by Betcher, seconded by Popp, to set September 12, 2023, as date of Public Hearing regarding amendment to the FFY 2023-2026 Transportation Improvement Program.

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

**COMMITTEE COMMENTS:** None.

**ADJOURNMENT:** Moved by Murken, seconded by Junck, to adjourn the meeting at 6:22 p.m.

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

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

**AMES, IOWA**

**JULY 18, 2023**

The Regular Meeting of the Ames City Council was called to order by Mayor John Haila at 6:29 p.m. on the 8<sup>th</sup> day of August, 2023, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. Present were Council Members Bronwyn Beatty-Hansen, Gloria Betcher, Tim Gartin, Rachel Junck, and Anita Rollins. Iowa State University Student Body President Jennifer Holiday was present. Council Member Amber Corrieri was absent. *Ex officio* Tabitha Etten was also absent.

**CONSENT AGENDA:** Moved by Beatty-Hansen, seconded by Betcher, to approve the consent agenda.

1. Motion approving payment of claims
2. Motion approving Summary of Minutes of Regular Meeting on July 18, 2023, and July 27, 2023
3. Motion approving Report of Change Orders for period July 16-31, 2023
4. Motion approving Temporary Outdoor Service for September 8 – September 9, 2023, Class C Retail Alcohol License – Sips and Paddy’s Irish Pub, 126 Welch Avenue, Pending Dramshop Status
5. Motion approving Temporary Outdoor Service for September 22 – September 24, 2023, Class C Retail Alcohol License – Sips and Paddy’s Irish Pub, 126 Welch Avenue, Pending Dramshop Status
6. Motion approving ownership updates for Class C Retail Alcohol License – Cyclone Experience Network, 1800 S 4<sup>th</sup> Street, Jack Trice Stadium
7. Motion approving ownership updates for Class C Retail Alcohol License –Levy @ Fisher Theater, 1805 Center Drive
8. Motion approving ownership updates for Class C Retail Alcohol License – Levy @ Scheman Building, 1805 Center Drive
9. Motion approving the renewal of the following Beer Permits, Wine Permits and Liquor Licenses:
  - a. Class C Beer Permit – Hy-Vee Gas #5013, 4018 West Lincoln Way
  - b. Class C Liquor License – Inside Golf, 2801 Grand Avenue #1075
  - c. Class C Liquor License – Iowa State Center, CY Stephens, 1900 Center Drive
  - d. Class E Liquor License – Kwik Stop Liquor & Groceries, 125 6<sup>th</sup> Street
10. Motion rejecting all bids for Water Treatment Plant Distributed Antenna System Project
11. RESOLUTION NO. 23-434 supporting the City of Ames continued designation as a member of Bird Friendly Iowa
12. RESOLUTION NO. 23-435 approving Encroachment Permit Agreement for Awning at 211 & 209 Main Street
13. RESOLUTION NO. 23-436 approving Encroachment Permit Agreement for Sign at 2700 Graham Street
14. RESOLUTION NO. 23-437 authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$2,150,000 Sewer Revenue Bonds, Series 2023
15. RESOLUTION NO. 23-438 approving a 28E Agreement for fiscal agent assistance with the Iowa Department of Agriculture and Land Stewardship - Division of Soil Conservation and Water Quality, City of Ames and Story County Soil & Water Conservation District and Hamilton County Soil and Water Conservation District
16. RESOLUTION NO. 23-439 approving Amendment No. 1 to the Ioway Creek Watershed Management Authority 28E Agreement and approving Hamilton County as a new cooperator
17. RESOLUTION NO. 23-440 approving Memorandum of Understanding with Story County to apply for grant funding under the 2023 Department of Justice, Office of Justice Programs,

Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) Program and authorize application for that grant

18. RESOLUTION NO. 23-441 approving Memorandum of Understanding with Iowa State University for 2022/23 Traffic Signal Program (State Avenue and Mortensen Permanent Signal)
19. RESOLUTION NO. 23-442 approving Change Order No. 2 with Thorpe Contracting, LLC, of Adel, Iowa, in the amount not to exceed \$122,970 for the 2022/23 & 2023/24 Ames Plan 2040 Water Utility Infrastructure Program
20. RESOLUTION NO. 23-443 awarding contract to Vision Metering of York, South Carolina, for the purchase of electric meters in accordance with unit prices bid
21. RESOLUTION NO. 23-444 awarding contract to Zachry Engineering Corporation of Omaha, Nebraska, for Engineering Services at the Power Plant for Gas Turbine 1 Motor Control Center Retrofit in the amount not to exceed \$96,000
22. RESOLUTION NO. 23-445 awarding contract to Superior Industrial Equipment, of Grimes, Iowa, for the 72 Boiler Feedwater Pump Inspection & Repair project at the Power Plant, in the amount of \$115,876.95
23. RESOLUTION NO. 23-446 approving contract and bond for 2022/23 Airport Improvements Project (South Apron Rehab) with Con-Struct, Inc. of Ames, Iowa
24. RESOLUTION NO. 23-447 accepting Fire Station 3 PCC Replacement as completed Brothers Concrete, of Des Moines, Iowa
25. RESOLUTION NO. 23-448 accepting the 2021/22 and 2022/23 Clear Water Diversion as completed by Ames Trenching and Excavating, Inc., of Ames, Iowa
26. RESOLUTION NO. 23-449 accepting the FY 2022/23 Story County Edge of Field Project as completed by Hands on Excavating, LLC, of Radcliffe, Iowa
27. RESOLUTION NO. 23-450 accepting the 2022/23 Downtown Street Pavement Improvements as completed by Brothers Concrete, of Des Moines, Iowa

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

**PUBLIC FORUM:** Mayor Haila opened the Public Forum.

Richard Deyo, 505 8<sup>st</sup> Street #2, Ames, presented concerns about the Senior Variety Show.

Paul Readhead, 1200 Ridgewood Avenue, Ames, offered observations and concerns about solid waste collection in Ames.

Teresa Albertson, 4612 Westbend Drive, Ames, shared concerns about a homeless encampment in West Ames.

**ES TAS LIQUOR LICENSE:** Chief of Police Geoff Huff presented the Council Action Form (CAF) and was available for questions from the City Council.

Mayor Haila opened the Public Input.

Terry Cullen, 216 Stanton Avenue, Ames, the owner of Es Tas, was available for questions from the City Council. He shared his commitment to changing the perception of Es Tas as a place where minors could get in and being in compliance going forward.

Moved by Beatty-Hansen, seconded by Junck, to approve a new eight-month license for Class C Retail Alcohol License – Terry & Andy’s Tacos Inc. (Es Tas) 216 Stanton, Pending Dramshop Status.

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

**IOWA ECONOMIC DEVELOPMENT AUTHORITY APPLICATION:** Finance Director Cody Goodenow shared that the proposed project would result in a \$13,000,000 investment in a local business that only needed the City to endorse the application, with no local match needed.

Mayor Haila opened the Public Input.

Dan Culhane, President and CEO of the Ames Chamber of Commerce, commented that the best opportunities come from businesses who are already here in the community.

Tom Buzalweski, Director of the Ames 3M Plant, said he was thankful for the opportunity to add 25 high quality jobs to the community.

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

Moved by Betcher, seconded by Junck, to adopt RESOLUTION No. 23-451 endorsing Iowa Economic Development Authority Application for Financial Assistance for 3M Company.

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

**CITY MEETING CODE OF CONDUCT:** Assistant City Manager Brian Phillips presented the Council Action Form (CAF) and was available for questions from the City Council.

Mayor Haila opened the Public Input.

Richard Deyo, 505 8<sup>st</sup> Street #2, Ames, stated his concerns with the proposed policy.

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

Moved by Betcher, seconded by Beatty-Hansen, to adjust the language of Item 4 to allow people to approach the dais only if they are interacting with staff to distribute materials to those seated at the dais.

Vote on Motion: 3-2. Voting Aye: Betcher, Beatty-Hansen, Junck. Voting Nay: Gartin, Rollins. Motion declared carried.

Moved by Betcher, seconded by Rollins, to change the language of Item 5 to allow standing by meeting attendees as long as they are not obstructing the view of the proceedings or the ability of others to participate.

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

Moved by Betcher, seconded by Beatty-Hansen, to change language of Item 6 to indicate that signs are allowed at meetings, but when displayed must not obstruct the view of the proceedings or the participation of meeting attendees.

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

Moved by Beatty-Hansen, seconded by Junck, that the last sentence in Item 7 read “Attire must be worn so as to not distract from, interfere with, or obstruct the proceedings or other attendees.”

Vote on Motion: 4-1. Voting Aye: Beatty-Hansen, Betcher, Junck, Rollins. Voting Nay: Gartin.

Motion declared carried.

Moved by Rollins for Item 6 to include language that signs may not use profane, obscene, or slanderous language.

Seconded Beatty-Hansen after a friendly amendment to add “or to engage in personal attacks against City officials or members of the public” was included.

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

**HEARING ON THE 2023/24 PROPOSED ANNUAL ACTION PLAN PROJECTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME PROGRAMS:**

Housing Coordinator Vanessa Baker-Latimer presented the proposed plan, went over the public input, and looked at available funds for the plan.

The Public Hearing was opened and closed by Mayor Haila when no one came forward to speak.

Moved by Junck, seconded by Betcher, to adopt RESOLUTION No. 23-453 approving Projects and Budget and direct staff to submit the Plan for approval by HUD.

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

**CONTINUANCE OF FIRST READING OF THE MINIMUM EXTERIOR PROPERTY MAINTENANCE ORDINANCE:**

Fire Chief Rich Higgins and Building Official Sara Van Meeteren presented the ordinance and the changes that had been made from City Council motions at the July 18, 2023, meeting of the Ames City Council.

Moved by Rollins to amend Section 30.5 (3) to add "branches which could be broken down and bundled" directly after "trash disposal container."

Seconded by Beatty-Hansen after Rollins amended the motion to add "yard waste bag, or" between "trash disposal container" and "branches which could be broken down and bundled."

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



Moved by Beatty-Hansen, seconded by Junck, that Section 30.5 (11) is struck from the ordinance. Vote on Motion: 2-3. Voting Aye: Beatty-Hansen, Junck. Voting Nay: Betcher, Gartin, Rollins. Motion failed.

Moved by Betcher to amend Section 30.5 (22), to indicate “that parking of one travel trailer, recreational vehicle, boat, boat trailer, or trailer is permitted on any approved parking surface.” Motion Withdrawn.

Moved by Betcher, seconded by Beatty-Hansen, to change language of Section 30.5 (22) to allow parking of one travel trailer, recreational vehicle, boat, boat trailer, or trailer on an approved parking surface on a property. Vote on Motion: 4-1. Voting Aye: Beatty-Hansen, Betcher, Junck, Rollins. Voting Nay: Gartin. Motion declared carried.

The Public Hearing was opened by Mayor Haila.

Timothy Stewart, Roosevelt Avenue, Ames, asked that Section 30.5 (11) and (13) be removed from the ordinance.

Jamie Beyer, 269 U Avenue, Boone, noted that the best wildlife habitats are now located within urban environments, and letting grass grow longer supports pollinators.

Teresa Albertson, 4612 Westbend Drive, Ames, shared her support for the ordinance, stating her belief that this ordinance has been needed for a long time.

Brendan Dunphy, Ames, advocated for allowing grass and other native species to grow, noting that oftentimes a conversation with someone can change their perspective. He shared that the linchpin to a healthy world is biodiversity.

Dylan Kline, 3329 Canterbury Court, Ames, advocated for lowering the height trees must be trimmed to above sidewalks to preserve the beauty of the community. He thanked the City Council for the work that had been done on the ordinance.

Joan Anderson, 305 South Franklin, Ames, asked the City Council to incorporate the intent of the ordinance in the code so there is an emphasis on education for residents to see. She shared her hope that the focus would remain on helping people to stay in their homes.

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

Moved by Gartin, seconded by Beatty-Hansen, that Section 30.5 (9) be amended to be 8’ of clearance above the sidewalks in the community in areas not governed by funding or contract obligation, and 10’ in areas governed by funding or contract obligation. Vote on Motion: 5-0. Motion declared carried unanimously.

Moved by Betcher, seconded by Rollins, to approve on first reading the proposed Minimum Exterior Property Maintenance Code, as amended by the City Council on July 18, 2023, and the intent of motions made on August 8, 2023.

Roll Call Vote: 4-1. Motion declared carried unanimously.

**SECOND PASSAGE OF ZONING TEXT AMENDMENT TO ALLOW FOR SPORTS PRACTICE FACILITY AS A USE WITHIN THE GENERAL INDUSTRIAL (GI) ZONING DISTRICT OF SECTION 29.901 OF THE AMES MUNICIPAL CODE:** Moved by Rollins, seconded by Betcher, to pass on second reading an ordinance on Zoning Text Amendment to allow for Sports Practice Facility as a use within the General Industrial (GI) Zoning District of Section 29.901 of the Ames *Municipal Code*.

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

**THIRD READING AND ADOPTION OF ORDINANCE NO. 4507 ON ZONING TEXT AMENDMENT TO PARKING STANDARDS FOR RETAIL SALES AND SERVICES-GENERAL TO TWO SPACES PER 1,000 SQUARE FEET:** Moved by Beatty-Hansen, seconded by Betcher, to pass on third reading and adopt ORDINANCE NO. 4507 on Zoning Text Amendment to Parking Standards for Retail Sales and Services General to two spaces per 1,000 square feet.

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

**THIRD READING AND ADOPTION OF ORDINANCE NO. 4508 AMENDING AMES MUNICIPAL CODE SECTION 11.4 REGARDING URINATION AND DEFECACTION:** Moved by Rollins, seconded by Beatty-Hansen, to pass on third reading and adopt ORDINANCE NO. 4508 amending Ames *Municipal Code* Section 11.4 regarding urination and defecation.

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

**DISPOSITION OF COMMUNICATIONS TO COUNCIL:** Mayor Haila stated that there were five items for consideration.

The first item were additional emails compiled after the July 18, 2023 meeting from Ames residents regarding comments on the Proposed Minimum Exterior Property Maintenance Ordinance. Mayor Haila clarified these were for information only.

Next, a Dollar Tree Request for a Text Amendment relative to exterior appearance from Nick Feira was evaluated.

Moved by Betcher, seconded by Beatty-Hansen to not request a memo or place the item on a future agenda.

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

Moved by Gartin, seconded by Betcher, that the Mayor respond in a letter that Ames welcomes their investment and look forward to attempting to work with their staff to find a solution that meets Ames's standards.

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

A memo from Damion Pregitzer, City of Ames Traffic Engineer, related to Intersection Control at Woodland Drive and Westwood Street was next.

Moved by Betcher, seconded by Junck, that City Council direct staff to follow course of action outlined under next steps.

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

Next, a memo discussing the Withdrawal of Arrasmith Subdivision Waiver Request from Planning and Housing Director Kelly Diekmann was noted as being for information only.

Mayor Haila stated no further action was necessary from the City Council.

Finally, a memo from Director Diekmann on 102 & 112 North Hyland Rezoning Request was considered.

Moved by Junck, seconded by Rollins, to place the item on a future agenda for further discussion.

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

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

**ADJOURNMENT:** Moved by Betcher, seconded by Rollins, to adjourn the meeting at 9:08 p.m.

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

---

Grace A. Bandstra, Deputy City Clerk

---

John A. Haila, Mayor

---

Renee Hall, City Clerk

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



**Item No. 3**  
**REPORT OF**  
**CONTRACT CHANGE ORDERS**

<b>Period:</b>	<input checked="" type="checkbox"/>	1 <sup>st</sup> – 15 <sup>th</sup>
	<input type="checkbox"/>	16 <sup>th</sup> – End of Month
<b>Month &amp; Year:</b>	August 2023	
<b>For City Council Date:</b>	August 8, 2023	

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purchasing Contact (Buyer)
Public Works	2022/23 Downtown Alley - 5 <sup>th</sup> & 6 <sup>th</sup> Street	2	\$103,933.30	Brothers Concrete	\$4,200.00	\$-(3,329.00)	T.Peterson	KS
Public Works	2022/23 Ames Plan 2040 Water Utility Infrastructure	1	\$705,672.00	Thrope Contracting LLC	\$0.00	\$36,040.00	B. Phillips	KS
Human Resources	Legal Services for a Matter Before PERB	6	\$50,412.58	Ahlers, Cooney, Dorweiler, Haynie, Smith & Allee, PC	\$73,811.79	\$2,000.00	B. Phillips	KS
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		

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

**AMES, IOWA**

**JULY 20, 2023**

The Regular Meeting of the Ames Civil Service Commission was called to order by Chairperson Kim Linduska at 8:13 AM on JULY 20, 2023. As it was impractical for the Commission members to attend in person, Commission Chairperson Kim Linduska and Commission Membrs Mike Crum and Harold Pike were brought in telephonically. Also in attendance was Commission Clerk, Vicki Hillock.

**APPROVAL OF MINUTES OF June 22, 2023:** Moved by Pike, seconded by Crum, to approve the Minutes of the June 22, 2023, Regular Service Commission meeting.

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

<u>Police Records Clerk</u>	Carla Ruiz	85
	Miranda Whitley	70

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

**REQUEST TO REMOVE NAMES AND EXHAUST FROM PUBLIC SAFETY DISPATCHER LIST:** Moved by Crum, seconded by Pike to remove names and exhaust Public Safety Dispatcher entry-level certified list.

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

**COMMENTS:** The next Regular Meeting and training session will be held in-person on Thursday, August 24, 2023, at 8:15am.

**ADJOURNMENT:** The meeting adjourned at 8:17 AM.

---

Kim Linduska, Chairperson

---

Vicki Hillock, Commission Clerk



## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CLOUD WINE, LLC	Lucky Wife Wine Slushies	(515) 368-0295		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1930 East		Ames	Iowa	50548
MAILING ADDRESS	CITY	STATE	ZIP	
1586 260th Street	Humboldt	Iowa	50548	

## Contact Person

NAME	PHONE	EMAIL
Dawn Marie Thompson	(515) 368-0295	luckywifewineslushies4@gmail.com

## License Information

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

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

### SUB-PERMITS

Special Class C Retail Alcohol License

### PRIVILEGES

## Status of Business



# State of Iowa

Alcoholic Beverages Division

## BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Dawn Thompson	Humboldt	Iowa	50548	owner	100.00	Yes

## Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Sep 20, 2023

POLICY EXPIRATION DATE

Sep 25, 2023

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		
CHRISTIANI'S EVENTS, L.L.C.	Christiani's Events	(515) 360-8069		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
2321 North Loop Drive		Ames	Story	50010
MAILING ADDRESS	CITY	STATE	ZIP	
1150 East Diehl AvenueJordan Park	Des Moines	Iowa	50315	

## Contact Person

NAME	PHONE	EMAIL
Peter Worsham	(515) 360-8069	peter@christianiscatering.com

## License Information

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

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

### SUB-PERMITS

Class C Retail Alcohol License

### PRIVILEGES





## Status of Business

BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Carol Christiani	Des Moines	Iowa	50321	LLC Member	100.00	Yes

## Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Aug 26, 2023

POLICY EXPIRATION DATE

Aug 31, 2023

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		
LALO'S LIQUOR STORE INC	LALO'S LIQUOR STORE	(515) 288-3188		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
809 Wheeler Street	SUITE 105	Ames	Story	50010
MAILING ADDRESS	CITY	STATE	ZIP	
3816 Ingersoll AvenueNorth of Grand	Des Moines	Iowa	50312	

## Contact Person

NAME	PHONE	EMAIL
MARIA RUBI	(515) 288-3188	maria@communitycpa.com

## License Information

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

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

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



## Status of Business

BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Daisy Valderrabano Cordero	Huxley	Iowa	50124	OWNER	100.00	Yes

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



**To:** Mayor John Haila and Ames City Council Members  
**From:** Lieutenant Mike Arkovich, Ames Police Department  
**Date:** July 27<sup>th</sup>, 2023  
**Subject:** Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for August 22, 2023, includes beer permits and liquor license renewals for:

- **DayTime**, (127 Dotson Drive), Class C Liquor License
- **Cyclone Liquors**, (626 Lincoln Way), Class E Liquor License
- **Whiskey River**, (132-134 Main Street), Class C Liquor License with Catering Privilege and Outdoor Service
- **Wallaby's Grille**, (2733 Stange Road), Class C Liquor License with Outdoor Service

A review of police records for the past 12 months found no liquor law violations for DayTime, Cyclone Liquors, and Wallaby's. The Ames Police Department recommends the license renewal for these businesses.

Whiskey River had one incident where seven alcohol violations were found in one evening. There had not been any issues prior to this incident and subsequent checks found no other violations. We believe this was an isolated incident as their performance both before and after has been good. The police department will continue to monitor the above location by conducting regular foot patrols, bar checks, and by educating the bar staff through training. The Ames Police Department recommends license renewal for this business.

City of Ames Fireworks Permit Application



PERMIT TO DISPLAY FIREWORKS APPLICATION

Name of Event ISU 2023 Football Flames and Pyrotechnic

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

Applicant Name Mary Pink Phone 515.294.1534

Email mpink@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 Mary Pink Phone 515.231.4286

Exact location of shoot/display Jack Trice Stadium - NW End Zone/Stadium

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 \_\_\_\_\_ Date see add'l pages

Display Operator Signature Kelm P Brueschke Date 7/28/2023

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 CG0001 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: [grace.pandstra@cityofames.org](mailto:grace.pandstra@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 515-284-7711.

For Office Use Only

Documents Received

Date: 8-10-23  
 Completed Application

Sketch  
 ISU Property

Fee

Fee \$25.00  
Date Fee Paid \_\_\_\_\_

Insurance

Received 8-10-23  
 Approved 8-14-23

Follow Up

Application approved  
 Fire Inspector approved  
 Permits database updated  
 Permit Letter prepared  
 Letter copied and mailed

City Council Meeting

Added to Agenda 8-22-23  
 City Council Approved

Permit Number \_\_\_\_\_

Special Conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Application Denial Reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IOWA STATE UNIVERSITY  
FACILITY AND GROUNDS USE AGREEMENT  
(FIREWORKS)**

This Facility and Grounds Use Agreement ("Agreement") is entered into by Iowa State University of Science and Technology ("ISU"), and J&M Displays, Inc., 18064 170th Avenue, Yarmouth, IA 52660 ("Display Operator"). The Effective Date of this Agreement shall be the date on which the last party signs this Agreement. Attachments A and B are incorporated into this Agreement by reference.

1. **Permission to Use Space.** ISU grants Display Operator and Display Operator's Sponsoring Organization (See Attachment A) permission to use the space described in Attachment A (Fireworks Application and Attachments and ISU Policy, Procedures) during the period described in Attachment A.
2. **Use of Space; ISU Access to Space.** Display Operator may use the Space only for the purpose described in Attachment A. Display Operator acknowledges that others may be using other areas of ISU's property during the Use Period. Display Operator shall not disrupt such use by others. ISU reserves the right to inspect the Space, access the Space to perform maintenance, enforce applicable laws, regulations, and policies and remove any person who is disruptive to ISU's operations or where ISU reasonably believes such person is acting in an unsafe manner or may cause or has caused harm to people, the Space, or other property.
3. **Compliance with Law and ISU Policies.** Display Operator shall comply with, and shall require its employees, agents, subcontractors and guests to comply with, all applicable laws, regulations, ordinances and ISU policies. ISU policies include, but are not limited to, the following prohibitions in ISU buildings and on ISU property: (a) smoking; (b) alcohol, unless prior written permission has been granted; (c) intoxicants, narcotics, and drugs; (d) firearms, weapons, ammunition, fireworks, explosives, and highly flammable materials; (e) gambling; and (f) solicitation. Motor vehicles of any type are prohibited from being driven on ISU sidewalks or outdoor green space areas. Illegally parked vehicles will be ticketed and subject to towing, without warning, at the owner's expense. Display Operator shall obtain the consent of ISU before bringing, or permitting its employees, agents, subcontractors or guests to bring animals on ISU property and shall comply with ISU's Animals on Campus policy and other applicable policies. Prior consent is not required when the animal is assisting persons with disabilities. With this agreement ISU grants Fireworks Display Operator permission to use fireworks.
4. **Display Operator Equipment and Property.** ISU shall not be responsible for loss or damage to property, material, or equipment belonging to Display Operator or its employees, agents, subcontractors, guests or sponsoring organization ("Display Operator Property"). Display Operator shall remove all Display Operator Property as agreed to in Attachment A or promptly upon termination or cancellation of this Agreement. ISU may remove and store any Display Operator Property that Display Operator fails to remove. Display Operator shall pay all expenses associated with such removal or storage.
5. **Decorations and Publicity.** All signs, banners, decorations, displays, and exhibits and the location of such items must have prior written approval from ISU. The parties agree not to use the name or trademarks of the other party or the name of any of the other party's employees in publicity or advertising without the prior written consent of the other party. Display Operator may use ISU's name when providing the address of the location of Display Operator's event. Unless express written permission has been granted, Display Operator shall not represent or imply that it is affiliated with ISU or that Display Operator's event is endorsed or approved by ISU.
6. **Vacating Space.** Display Operator shall vacate the Space at the end of the Use Period or upon cancellation of this Agreement and leave the Space in as good condition as the Space was upon entry by Display Operator, reasonable wear and tear excepted. Except for reasonable wear and tear, Display Operator shall be responsible for any damage to or loss of ISU property caused by Display Operator or Display Operator's employees, agents, subcontractors or guests and for any excessive trash. Display Operator shall notify ISU immediately of any such damage or loss. ISU may repair or replace such damaged or lost ISU property and remove excessive trash. In such event, ISU shall provide Display Operator with an invoice for the costs incurred by ISU for such repair, replacement or removal and Display Operator shall pay such invoice within fifteen days of receipt.
7. **Financial.** There is no fee for the use of space for the firework's shoot site.
8. **Insurance.** Insurance and indemnification requirements and limitations on liability are set forth in Attachment B.
9. **Cancellation.**
  - a. **Notice.** A party seeking to cancel this Agreement must send written notice to the other party of such intention.

b. **Display Operator Cancellation.** Display Operator may cancel this Agreement as set forth in Attachment A.

c. **ISU Cancellation.** ISU may cancel this Agreement for the following reasons:

- i. **Force Majeure.** ISU may cancel this Agreement if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its reasonable control, such as fire, strikes or labor disputes, floods, inclement weather, acts of God, war, terrorism, civil disturbances, or energy shortages. ISU's failure to perform or delayed performance for such reasons shall not be deemed a breach of this Agreement.
- ii. **For Cause.** ISU may cancel this Agreement immediately upon written notice to Display Operator if: (a) Display Operator fails to pay ISU as set forth in Section 4; (b) Display Operator fails to carry the required insurance or submit evidence of insurance coverage as set forth in Attachment B; or (c) if Display Operator or Display Operator's employees, agents, subcontractors or guests (i) disrupt the ISU's operations or other's use of other ISU property, (ii) act in a manner ISU reasonably believes to be unsafe or that may cause or has caused harm to persons, the Space, or other property, or (iii) violate applicable laws, regulations, or ISU policies. ISU may also cancel if Display Operator fails to cure any other material breach of this Agreement within ten days of receiving written notice of such breach from ISU. The foregoing shall be in addition to any other remedies to which ISU is entitled.


10. **Notice.** Notices relating to this Agreement shall be in writing and shall be delivered by messenger, overnight carrier, e-mail or mailed by first class mail, certified mail or registered mail to the other party's contact person identified in Attachment A. Notices to ISU should be sent to the Office of Risk Management, 3618 Administrative Services Building, Ames, Iowa, or by FAX (515) 294-3105, or e-mail to [orm@iastate.edu](mailto:orm@iastate.edu).

11. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, whether written, oral, or implied. This Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties. The parties' rights and obligations in this Agreement that, by their nature, would continue beyond the cancellation or expiration of this Agreement shall survive such cancellation or expiration. This Agreement shall be construed in accordance with the laws of the State of Iowa, and any litigation or actions commenced in connection with this Agreement shall be instituted in an appropriate court in the State of Iowa.

IOWA STATE UNIVERSITY OF  
SCIENCE AND TECHNOLOGY

J&M DISPLAYS, INC

  
Mary Pink (Aug 14, 2023 14:48 CDT)

  
Kelm Brueschke

Name: Mary Pink

Name: Kelm Brueschke

Title: Dir. Athletic Marketing

Title: Sales Rep / Pyrotechnician

Date: Aug 14, 2023

Date: July 28th, 2023


42-1257573  
IRS Entity Identification Number

42-1284583  
IRS Entity Identification Number

Shawn Norman

Shawn Norman

Senior Vice President Operations and Finance

  
Shawn Norman (Aug 15, 2023 21:59 CDT)

Aug 15, 2023

ATTACHMENT A

INSERT COPY OF FIREWORKS APPLICATION AND ATTACHMENTS

**City of Ames / Iowa State University  
Fireworks Permit Application**

**Iowa State University  
2023 Football Season  
Pyrotechnic Effects**

Prepared By:

Kelm Brueschke  
J & M Displays, Inc.  
4104 83<sup>rd</sup> Street  
Urbandale, IA 50322

Cell Phone: 515.321.2761  
Fax Number: 515.276.6828  
Email: [kelmbrueschke@gmail.com](mailto:kelmbrueschke@gmail.com)



# 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 - 2023 Football Season  
Name of Organization Sponsoring Event: ISU Athletic Marketing - Football  
Address of Organization: 1800 South 4th Street, Jacobson Athletics Building, Ames, IA 50011  
Name of Applicant: Mary Pink - Associate Athletics Director  
Phone: 515.294.1534 Fax: \_\_\_\_\_ E-Mail: mpink@iastate.edu

### Event Information

Event Location: Jack Trice Stadium - See Attached Aerial View Estimated attendance: 85,000  
Event Date: 2023 Season - 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: 515.451.4878 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 - J & M Displays  
Address: 4104 83rd Street  
City: Urbandale State: IA Zip Code: 50322  
Work-week Phone: 515.321.2781 Fax: \_\_\_\_\_ E-Mail: kelmbueschke@gmail.com  
Operator Name for day of Display: Kelm Brueschke Cell Phone: 515.321.2781  
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>Aug 14, 2023</u> Date	<u>Mary Pink</u> Mary Pink (Aug 14, 2023 14:48 CDT) Sponsoring Organization Representative Signature
<u>7/28/2023</u> Date	<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>Kelm P Brueschke</u> Display Operator Representative Signature
<b>APPROVAL SIGNATURES:</b> Date <u>Aug 14, 2023</u>	<u>Troy Carey</u> Troy Carey (Aug 14, 2023 15:19 CDT) Environmental Health and Safety
Date <u>Aug 15, 2023</u>	<u>Michael Newton</u> ISU Police
Date <u>Aug 15, 2023</u>	<u>Jason Ziph</u> Jason Ziph (Aug 15, 2023 13:53 CDT) City of Ames Fire Inspector
Date	<u>Susanne K. Johnson</u> Office of Risk Management

Submittal Instructions on Page 2

**DISPLAY OPERATOR INFORMATION:**

The fireworks display company must carry fireworks display liability insurance with a company acceptable to Iowa State University. In accordance with the policies and procedures of Iowa State University, all event sponsors and participants must be adequately insured. An original Certificate of Insurance must be submitted with the Fireworks Application at least six (6) weeks prior to the event. Please share the following insurance requirements with your insurance agent to facilitate issuance of the certificate of insurance:

1. **The company must be at least A Class VII rated by A. M. Best Company.**  
The insurance companies providing coverage must be of an acceptable financial rating as determined by Iowa State University Office of Risk Management.  
Exceptions are possible; however, ISU retains the right to require the A rating. Unrated companies are not accepted.
2. **State of Iowa; Board of Regents, State of Iowa; and Iowa State University must be named as additional insureds.**  
All legal entities referenced above must be individually listed on the certificate as an additional insured for liability coverage.  
Additional insured status shall be on a primary and non-contributory basis.
3. **We require occurrence coverage.**  
The certificates should be marked "occurrence." If there is no box marked "occurrence," we require the notation "occurrence form" in the Special Conditions box.
4. **The certificate must be complete.**  
Certificates without limits, insurance company, or coverage indicated are not acceptable.
5. **Limit Requirements:**
  - **General Liability**  
The policy must provide the following coverage and limits as a minimum: \$1,000,000 combined single limit per occurrence for bodily injury including death, personal injury and property damage.
  - **Automobile Liability**  
The policy must provide the following limit for Automobile Liability: \$1,000,000 combined single limit each accident.
  - **Worker's Compensation and Employer's Liability**  
The policy must provide for the Statutory Limits of \$100,000/\$500,000/\$100,000. Also required under Worker's Compensation is a Waiver of Subrogation in favor of Iowa State University/State Board of Regents.
  - **Excess Liability**  
The policy must provide \$5,000,000 for Excess Liability coverage.
6. **The policy shall provide for thirty (30) days' written notice to Iowa State University in the event of any modification, cancellation, or termination.**
7. **Insurance policy term must be for the duration/term of contract or specific to the event date(s).**

**Certificate of Insurance**

Mail or fax the certificate to:

Office of Risk Management, Iowa State University  
3618 Administrative Services Bldg., Ames, Iowa 50011  
Fax #: (515) 294-3105

For questions or concerns contact: Deb Keys, Insurance Coordinator, at (515) 294-7711

**Application Submittal**

The application must include the following attachments:

- Certificate of insurance for the Display Operator with appropriate limits and named insureds
- Copy of the Display Operator's license
- Diagram of the display location from the Display Operator
- Effects list/schedule from the Display Operator (must indicate electronic firing will be used for ignition)
- \$100.00 application processing fee (check made payable to Iowa State University)

Mail the completed application with attachments at least six (6) weeks prior to the event to:

Office of Risk Management, Iowa State University, 3618 Administrative Services Building, Ames, Iowa 50011

For questions, please contact the Office of Risk Management  
Phone: (515) 294-7711 Fax: (515) 294-3105

ITEM #: 10  
DATE: 08-22-23  
DEPT: Admin.

**COUNCIL ACTION FORM**

**SUBJECT: ACCEPTANCE OF KHOI FM ARTS CAPITAL GRANT PROJECT**

**BACKGROUND:**

On March 8, 2022, the City Council approved a contract with KHOI FM Community Radio for the Arts Capital Grant Program. This program is open to individuals, non-profits, or businesses that propose projects that create, renovate, or improve a space for arts or artists (e.g., performance space, exhibition space, classrooms, demonstration space, studio space, etc.). **The contract with KHOI FM, in the amount of \$3,314, is to outfit a studio space as a performance and teaching space at 622 Douglas Avenue.**

KHOI FM has purchased all the necessary equipment to complete the scope of the grant and is now requesting payment and closeout of the grant. **The required documentation of the completed improvements has been received, along with the required reimbursement request.**

**ALTERNATIVES:**

1. Authorize final payment in the amount of \$3,314 to KHOI FM, and approve closeout of the KHOI FM Art Capital Grant.
2. Refer this item back to staff for further information.

**CITY MANAGER'S RECOMMENDED ACTION:**

KHOI FM has completed the project described in its Arts Capital Grant, and all required documentation has been submitted. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

**COUNCIL ACTION FORM**

**SUBJECT: COOPERATIVE AGREEMENT BETWEEN AMES HUMAN RELATIONS COMMISSION AND IOWA CIVIL RIGHTS COMMISSION**

**BACKGROUND:**

The City has regularly contracted with the Iowa Civil Rights Commission (ICRC) to manage the intake and resolution of civil rights complaints. **Under this agreement, ICRC pays the City an amount for each case it handles. The agreement allows the City to use these resources to assist complainants with obtaining and filling out complaint forms and ensuring they are complete and valid.**

The agreement also provides for the City to handle the resolution of complaints, including the investigation and conclusion of the cases. Neither participating in the intake process nor in the investigation process is mandatory under the cooperative agreement. It simply provides a procedure if the City wishes to perform either of these functions.

ICRC has presented a new agreement for the fiscal year ending June 30, 2024, and it has been reviewed and signed by the Ames Human Relations Commission Chair.

**ALTERNATIVES:**

1. Approve the cooperative agreement between the Ames Human Relations Commission and Iowa Civil Rights Commission.
2. Do not approve the agreement.

**CITY MANAGER'S RECOMMENDED ACTION:**

This agreement formalizes the mechanism that may be used by the City to transfer civil rights complaints to the Iowa Civil Rights Commission for investigation. ICRC will compensate the City for acting as the intake agent under this agreement. The City and ICRC have maintained this arrangement for several years. Transferring this time-consuming investigation responsibility to the ICRC will allow the Ames Human Relations Commission more time to devote to proactive educational projects in the community. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

COOPERATIVE AGREEMENT  
Between AMES HUMAN RELATIONS COMMISSION  
&  
IOWA CIVIL RIGHTS COMMISSION

1. **Definitions:** As used in this Cooperative Agreement the following terms are defined as follows:

- a) "ICRC" means the Iowa Civil Rights Commission.
- b) "Local agency" means Ames Human Relations Commission and must comply with the requirements of Iowa Code §216.19
- c) "Fiscal Year 2024" runs from July 1, 2023 to June 30, 2024.

2. **Authority:** In order to effectuate the purposes of the "Iowa Civil Rights Act," (ICRA) the ICRC now enters into a Cooperative Agreement with the Ames Human Relations Commission. Iowa Code §216.19.

3. **Purpose:** Our purpose is to assist local agencies in resolving discrimination complaints and to reduce case backlogs without compromising quality or the integrity of the system. We have designed criteria to ensure an efficient, effective, and coordinated effort between the ICRC and local agencies.

4. **Scope:** Under this Cooperative Agreement, ICRC contracts with the Ames Human Relations Commission for the satisfactory intake and resolution of complaints whose allegations fall within the prohibitions of Iowa Code §§216.6, 216.6A, 216.7, 216.8, 216.8A, 216.9, 216.10 and 216.11. This Cooperative Agreement does not cover complaints that do not fall within these sections of the Iowa Code.

3. **Period:** This Cooperative Agreement will run during Fiscal Year 2024. There is no commitment on the part of ICRC to contract with the Ames Human Relations Commission for the resolution of complaints after June 30, 2024.

4. **Total Amount:** The total amount ICRC can be required to spend, as aggregate compensation to all contracting local commissions for work performed under cooperative agreements for Fiscal Year 2024 is \$33,000.00 maximum. If insufficient funds exist for payment of all cases tendered for payment by the contracting Local Commissions, payment shall be allocated on a first-come first-served basis, according to the date of submission of the intakes or resolutions to the ICRC.

5. **Payment Date:** ICRC agrees to provide payment on a quarterly basis based upon satisfaction of the conditions established in this agreement. Payment will be provided for work performed and accepted under this Agreement by the ICRC, and in the case of cases cross-filed with the EEOC or HUD, when credit has been approved by that agency. Payment will be provided only for cases that are determined by the ICRC to be jurisdictional under the ICRA, if the complaints are timely received by the ICRC, and in the case of cases cross-filed with the EEOC or HUD, credit has been approved by that agency. In the case of payment

for intake services, ICRC accepts the work if/when ICRC opens the case file corresponding to the intake. Payment is conditioned upon execution of this contract which must be accomplished and returned to the ICRC no later than September 1, 2023. Agreements presented after that date will be rejected by the ICRC absent prior written approval for late submission by the Director of the ICRC.

6. **Payment Schedule\*\*\*:**

(a) Intakes: See attached Schedule A for breakdown of reimbursement rates based on the timing of receipt of the complaint for housing and non-housing referrals to the ICRC. For purposes of the contract, intake is defined as receipt by the ICRC of a completed, signed, jurisdictional complaint in any area covered by the ICRA, including housing, that are forwarded to the ICRC for processing and investigation, with accompanying release, contact information and jurisdictional review documentation. If the ICRC complaint form is used, it will not be necessary to submit the jurisdictional review documentation. All information noted on the jurisdictional review documentation must be provided to the ICRC with the intake documentation. No payment will be made for non-housing intakes that are more than 60 days old or housing intakes that are more than 30 days old on the date received by the ICRC.

(b) Resolutions: See Schedule A (attached) for definitions and rate of payment based on time received. For purposes of the contract, resolution includes case closures resulting in Satisfactory Adjustments, Administrative Closures for reasons other than failure to cooperate or unable to locate, No Probable Cause Orders, Probable Cause Orders or closures after Public Hearings. In the case of administrative closures for failure to cooperate or failure to locate complainant, no reimbursement will be provided. Further, this clause does not apply to resolutions submitted by the local agency to the EEOC or HUD for contract credit or payment by the federal agencies, in which case, the ICRC will provide no payment. Settlement agreements for cross-filed EEOC cases cannot include a no-rehire clause or global release and must indicate in the agreement itself that the agreement was signed voluntarily. These are EEOC requirements that will not be waived by the EEOC and cannot be waived by the ICRC. Any agreements with language that includes the impermissible language or that is missing the required EEOC voluntary settlement language will be rejected by the ICRC (and EEOC) and no payment will be made until the settlement agreements are revised accordingly. Resolution date shall be the date of receipt of the case closure by the ICRC. In the case of resolutions on complaints cross-filed with the EEOC, if the EEOC refuses credit for the resolution, the ICRC's payment obligations under this agreement shall be extinguished. HUD prohibits ICRC from seeking credit for housing complaints cross-filed with HUD, and any such complaints should be referred to the ICRC for investigation after intake.

(c) Jurisdictional: Any and all complaints submitted for credit and payment must be jurisdictional, including meeting the 300 day limit when the complaint is received by the ICRC, and must be a claim under the Iowa Civil Rights Act.

7. **Maintenance of Effort:** Iowa Code §216.19(2) provides that a city with a population of 29,000 or greater shall to maintain an independent local civil/human rights agency, shall structure and adequately fund the local human/civil rights agency in order to effect cooperative undertakings with ICRC and to aid in effectuating the purposes of the "Iowa Civil Rights Act," and when staff is provided, the local agency or commission shall have control over such staff. The ICRC reserves the right to deny payment for closures which appear to have been adversely affected by a failure to comply with this code section or any other reasonable indication of lack of independence or neutrality by the local agency in its investigation of the complaint, and such may serve as grounds justifying termination of this agreement.

8. **Information Sharing:** Pursuant to I.A.C r. 161—11.10, the filing of a complaint or confidential information pertaining to a complaint covered by this agreement may be shared between the parties to this agreement as part of the routine use of such records, to administer the program for which the information is collected.

9. **Confidentiality:** Pursuant to I.A.C r. 161—1.6(4)(e)(4) and Iowa Code Section 215.15(5), the Ames Human Relations Commission agrees not to disclose the filing of a complaint or confidential information pertaining to a complaint covered by this agreement until the complaint has been officially set for public hearing. Once a complaint has been officially set for public hearing, the Ames Human Relations Commission agrees not to disclose confidential information pertaining to the complaint that is not publically available except as allowed by ICRC's rules.

10. **Reports:** The local agency agrees to submit quarterly reports on the electronic templates provided by the ICRC to ICRC listing each intake and resolution submitted for contract credit or payment under this Agreement. Quarterly Reports are due, as applicable, on October 5, 2023 (for July 1 — September 30, 2023 activity); January 5, 2024 (October 1 — December 31, 2023 activity); April 5, 2024 (for January 1 - March 31, 2024 activity), and July 15, 2024 (for April 1 - June 30, 2024 activity). Payments under this contract will be made after the Quarterly Reports are completed and submitted to the ICRC. Failure to provide Quarterly reports within 30 days of due date will result in forfeiture of funds for the quarter for which the quarterly report is not timely filed. As a condition of final payment, the local commission must submit, and ICRC must have received, all cases no later than July 15, 2024. Cases submitted after July 15, 2024, will not be paid.

11. **Training.** ICRC and the local agency will cooperate in planning, sponsoring, and conducting necessary complaint processing training for staff and commissioners.

12. This contract recognizes the 300-day filing period for initial complaints, as set forth in Iowa Code Ch. 216, is measured by the day the complaint is received by the ICRC, not the day received by the local commission. Therefore, local commissions are responsible for ensuring that cases are received by the

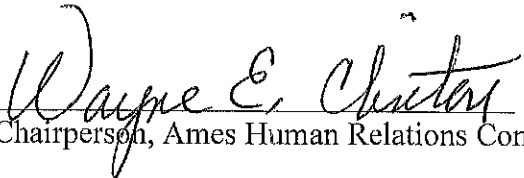
ICRC within 300 days of the date of the last incident of discrimination. The local agency agrees that complaints that are not received by the ICRC within the 300 day time limit are not jurisdictional on their face and no payment will be made in that case. To be considered received by the ICRC, the complaint must be physically received by the ICRC either through mail, fax, personal delivery or by email, by 4:30 pm, Monday through Friday. The ICRC prefers email (icrc@iowa.gov) over fax, as email has historically been more reliable. Complaints received (or sent by email) after 4:30 pm will be considered filed on the next business day.

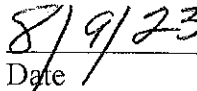
13. **Closures.** Closure submissions for case resolutions must include the following closing documents from the local commission: Copies of closures notices sent to all parties by the local commission and a copy of the local commission's findings/decision. All closure documents including settlement agreements and withdrawals must include local and state case numbers, and when cross-med with EEOC, federal case number. Payment may be denied if closure papers or settlement agreements do not include case numbers, or if any case number is Incorrect. ICRC may be required to obtain a full copy of the case file maintained by the local commission. The copies should be provided to ICRC at no cost and within two weeks of request.

If required by your local protocol, ordinance or practice, separate signature lines have been provided for your Mayor and Commission Chair.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

  
Chairperson, Ames Human Relations Commission

  
Date

\_\_\_\_\_  
Kristen Stiffler, Executive Director, Iowa Civil Rights Commission

\_\_\_\_\_  
Date





KIM REYNOLDS, GOVERNOR  
ADAM GREGG, LT. GOVERNOR

KRISTEN STIFFLER, EXECUTIVE DIRECTOR

July 28, 2023

Ames Human Relations Commission  
515 Clark Avenue  
Ames, IA 50010

Re: FY24 Cooperative Agreement Proposals

To Whom it May Concern,

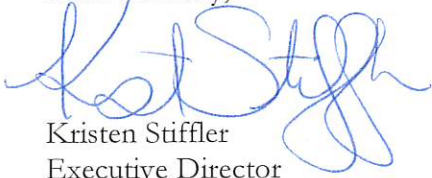
Enclosed please find the FY24 proposed cooperative agreement. Please continue using the electronic submission spreadsheet that was sent to you last year. I am happy to address any questions related to that issue. Where a complaint is eligible for federal disbursement pursuant to the ICRC's worksharing agreements with the EEOC and HUD, if the ICRC's claim is rejected, there will be no payment to the local commission. In order to ensure fairness for all local commissions, I am not able to change the terms of the agreement for any one agency. The total amount of funds the ICRC will spend on this program is \$33,000. These funds will be provided on a first come, first serve basis. Once the \$33,000 has been expended, we will no longer be able to provide reimbursement. We will let you know if we get close to using up all of the funding.

If your agency intends to sign a workshare agreement, we must receive the signed agreement no later than September 1, 2023. This should allow sufficient time for your agency to coordinate and collect the appropriate signatures as required by your local ordinances or city government. This cut-off date ensures that I can better manage the ICRC budget and resources.

I hope you will consider taking advantage of this program, which provides an excellent opportunity for your commission to receive funds from the ICRC, help reduce your caseload/backlog, and does not obligate your agency to refer any cases to the ICRC beyond those you would like to get reimbursement for. Those local commissions with direct agreements with the EEOC and/or HUD will not be eligible for payment by the ICRC if payment is also received by the EEOC or HUD, as such would be considered double-dipping. Additionally, please note that the amount of disbursement by the ICRC for intake on EEOC cases under the ICRC cooperative agreement is higher than the amount paid by the EEOC.

Please do not hesitate to contact me if you have any questions.

Most sincerely,



Kristen Stiffler  
Executive Director  
Iowa Civil Rights Commission  
400 East 14th Street  
Des Moines, IA 50319  
Kristen.Stiffler@iowa.gov  
Phone (515) 281-4121

Enc: FY24 Contract

ITEM #: 12  
DATE: 08-22-23  
DEPT: ADMIN

**COUNCIL ACTION FORM**

**SUBJECT: ENCROACHMENT PERMIT FOR SIGN OUTSIDE BUILDING AT 301 ALEXANDER AVENUE**

**BACKGROUND:**

The tenant in the building at 301 Alexander Avenue, Hayes Properties, LLC, is seeking approval for a sign outside the building that is 98 inches high and 55 inches wide. An Encroachment Permit is necessary to allow this sign to be installed over the right-of-way.

Chapter 22.3(3) of the *Ames Municipal Code* requires approval of the Encroachment Permit Agreement by the City Council before the Permit can be issued. By signing the Agreement, the applicant and owner agree to hold harmless the City 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 for an encroachment permit.
2. Deny the request for an encroachment permit.

**CITY MANAGER'S RECOMMENDED ACTION:**

The application meets the criteria for the approval of an Encroachment Permit, and the required fee and insurance have been received by the City Clerk's Office. It is therefore, the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.



For Office Use Only

Documents Received

Date: 8-9-23
[X] Completed Application
[X] Certificate of Inspections sent to PW, P&H, Building Official on 8-10/ 8-11 Bank
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: [X] Property Owner [ ] Tenant [ ] Contractor

Applicant Name: Hayes Properties, LLC
Address of Encroachment: 301 Alexander Avenue
City: Ames State: IA Zip Code: 50010

Type of Encroachment: sign
(If the encroachment is a sign, please apply for a sign permit through the Inspections Division.)
Total Square Feet of the Area to Encroach: 37.5
(See attached submittal guidelines.)

Property Owner Name: Caroline Hayes
Mailing Address: 56030 180th ST
City: Ames State: IA Zip Code: 50010
Daytime Phone: 5154500306 Cell Phone: same
E-mail: cshayes61@gmail.com

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).
[X] A sketch of the encroaching item (i.e., sign, canopy, awning, etc.) drawn to scale.
[X] A sketch showing the placement of the encroaching item on the property.
[X] 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.

Applicant's Signature: Caroline Hayes Date: 8-8-23
Property Owner's Signature: Caroline Hayes Date: 8-8-23

Submit your completed permit application to:
grace.bandstra@cityofames.org
City of Ames
City Clerk's Office
PO Box 811

Fees
Fee Amount
Date Fee Paid

Insurance
[X] Received 8-10-23
[X] Approved 8-10-23

Agreement
Two originals prepared
Signed agreements returned

CC Meeting Date: 8-22-23
[X] Added to agenda
CAF prepared on T Drive

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

7"  
depth

55 Inches

 Play & Learn  
EARLY CHILDHOOD CENTER

98  
inches



RESOURCE  
CONSULTING  
ENGINEERS LLC

SEABOARD  
foods

# CERTIFICATE OF INSPECTIONS

## New Encroachment Permit

Please return to the City Clerk's Office by 8-16-23  
City Council Action has been requested on 8-22-23  
Applicant Hayes Properties  
Phone No. 515.450.0306  
Location 301 Alexander Ave  
Type of Encroachment Sign

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:

Kelly Kilburn  
Planning Department      8-11-23  
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:

The sign cannot be placed within a 25' x 25' triangle area on either side of an access.  
D. Troy  
Public Works Department      8/11/23  
Date

I HEREBY CERTIFY that the requested encroachment permit has been reviewed.  
 N/A       Approved       Approved with the following conditions:

Sign permit required  
Susan Hester  
Building Official      8/11/23  
Date

Review by DRC Needed?

---

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER  
Prepared by: City Clerk's Office, 515 Clark, Ames, IA 50010 Phone: 515/239-5105  
Return to City Clerk, P. O. Box 811, Ames, IA 50010

---

RE: Ames Commercial Industrial Park SD Lot: 4 Ames, Iowa

**ENCROACHMENT PERMIT AGREEMENT**  
301 Alexander Avenue, Ames, Iowa

**IT IS AGREED** between the undersigned and the City of Ames, Iowa, that:

1. With respect to the sign more fully detailed on the attached drawing, which by this reference is made a part hereof, for which an Encroachment Permit under Section 22.3 of the *Municipal Code* of Ames may be issued, the Owners do hereby covenant and agree to indemnify and hold harmless the City of Ames, its officers and employees, against any loss or liability whatsoever, including attorney's fees, pertaining to any and all claims whatsoever made by any and all persons whomsoever, resulting from or arising out of the location and maintenance of said encroachment.
2. There shall be maintained in effect by the Owners, for the period of the encroachment, comprehensive general liability insurance coverage in an amount of not less than \$500,000 combined single limit. Said certificate must be accompanied with a copy of Endorsement CG 2013, naming the City of Ames and its employees and assigns, as an additional insured on the policy. The certificate must be on file in the Office of the City Clerk, City of Ames, before a permit shall be issued.
3. It is expressly understood and agreed that nothing herein contained shall be deemed a waiver or exemption from any ordinances or amendments thereto enacted by the City of Ames; and, that the City may require the Owners, after notice and an opportunity for hearing, to remove said encroachment for any legitimate reason.
4. This Covenant and Agreement shall run with the land and be binding upon the successors and assignees of the parties hereto. The Owners shall notify the City Clerk at the time that the encroachments cease to exist.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF AMES, IOWA  
515 CLARK AVENUE**

**Hayes Properties, LLC  
301 Alexander Avenue**

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

By: Caroline Hayes  
Caroline Hayes, Applicant/Property  
Owner

**State of Iowa  
County of Story**

On this 14 day of August, 2023, before me, the undersigned, a Notary Public in and for Story County, State of Iowa, personally appeared Caroline Hayes and NA, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my notarial seal the day and year last above written.

Renee Hall  
Notary Public in and for the State of Iowa





**COUNCIL ACTION FORM**

**SUBJECT: SET DATE OF PUBLIC HEARING FOR VACATION OF EXISTING ELECTRIC UTILITY EASEMENT AT 2214 LINCOLN WAY, LOCATED ON LOT 23, PARKER'S ADDITION, AMES, IOWA**

**BACKGROUND:**

An electric utility easement was granted in 2022 by the Memorial Lutheran Church at 2214 Lincoln Way for the future installation of a buried electric line across the property. During installation of the line in June 2023, it was determined by Electric Services engineering staff that the location of the buried electric line needed to be changed to prevent possible damage to a retaining wall on the Memorial Lutheran Church property. The change was made and the buried electric line was installed in an alternative alignment.

**A new electric utility easement was obtained from the Memorial Lutheran Church over the actual location of buried electric line. The electric utility easement obtained in 2022 is no longer valid and should therefore be vacated. The easement to be vacated and the drawing is attached.**

**ALTERNATIVES:**

1. Set September 12, 2023, as the public hearing date to consider vacation of the existing electric utility easement at 2214 Lincoln Way, located on Lot 23, Parker's Addition, Ames, Iowa.
2. Do not set a date of public hearing to consider vacation of the existing electric utility easement at 2214 Lincoln Way, located on Lot 23, Parker's Addition, Ames, Iowa.
3. Refer this item back to City staff for additional information.

**CITY MANAGER'S RECOMMENDED ACTION:**

The electric utility easement at 2214 Lincoln Way serves no useful purpose to the community since the buried electric facilities are located in a different location. A new electric utility easement was obtained from the property owner at the proper location. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, to set September 12, 2023, as the date of public hearing for vacation of the existing electric utility easement at 2214 Lincoln Way, located on Lot 23, Parker's Addition, Ames, Iowa.

Return to:  
City of Ames; (env)  
Box 811  
Ames IA 50010

Prepared by: Mark Imhoff, City of Ames Electric Engineering Division, 502 Carroll Avenue, Ames, Iowa 50010; ph. 515-239-5175

CITY OF AMES  
ELECTRIC FACILITIES EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That (I/we), Manuel Calhoun Church, its successors and assigns, (do/does) hereby grant, bargain and convey to the City of Ames, Iowa, a municipal corporation, a perpetual right of way and easement, with the right, privilege and authority to said municipal corporation, its successors, licensees, assigns and lessees, to locate, relocate, replace, construct, reconstruct, repair, operate, maintain, patrol and/or remove an underground line or lines of poles plus all relevant wires and fixtures, for the purpose of transmitting and/or distributing electric and telecommunications in, on, through, over, under and across the following described land in the County of Story, State of Iowa:

DESCRIPTION:

FIVE FEET ON EACH SIDE OF A LINE DESCRIBED AS STARTING AT THE NORTHWEST CORNER OF PARCEL Z; THENCE S00°13'17"W, 260.41 FEET ALONG THE WEST LINE OF PARCEL Z TO A POINT OF BEGINNING; THENCE N321°34'13"W, 92.81 FEET AND THE EAST 10 FEET OF A LOT DESCRIBED AS THE WEST 70 FEET OF LOT 22, PARKER'S ADDITION TO THE CITY OF AMES, STORY COUNTY, IOWA.

(See attached plat marked and made a part hereof.)

together with (a) the right, privilege and authority to trim, cut and remove from said premises any trees, overhanging branches or other obstructions within a radius of 10 (ten) feet from said line or lines of poles, wires and fixtures, as located, (b) the right of ingress and egress to, from and over the above-described premises for doing anything necessary or useful for the enjoyment of the easement herein granted, and (c) all other rights, easements, privileges and appurtenances, in or to said lands, which may be required for the full enjoyment of the rights herein granted, together with the right to assign or grant partially or wholly to others the right or license to use the easement herein granted or any part thereof for the uses and with the rights herein specified.

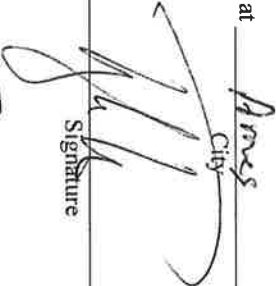
Grantor(s) warrant(s) that (he, she, it, they) (has, have) good title to the above described premises and that there are no encumbrances which will limit or interfere with the rights granted herein to Grantee.

The Grantor(s), (his, her, its, their) tenants, heirs, successors and assigns shall have the right to use and enjoy said premises fully, except for the rights and privileges hereinbefore granted to the Grantee; provided however, that no buildings, structures or improvements either permanent or temporary in nature, nor shall the terrain be altered without prior written consent of Grantee, nor shall any other utilities be placed in, on, through, over or across the easement without Grantee's prior written consent; that the use of said premises shall at all times be subject to such acts and uses by Grantee as may be necessary for the purposes herein set forth.

The foregoing rights are granted upon the express condition that the City of Ames, Iowa, will assume all liability for all damages to the above described property caused by the City's failure to use due care in its exercise of the rights, privileges and authorities granted.

Dated at Ames City, Ia State, this 15 Day of February, 20 22 Year.

Signature



Printed Name

TYLER TESKE

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF IOWA  
COUNTY OF Story ) ss:

On this 15 day of February, A.D. 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared

Tyler Teske

X to me personally known  
or      proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Tami Manfull (sign in ink)  
TAMI MANFULL (print/type name)

Notary Public in and for the State of IOWA  
(Notary Seal)



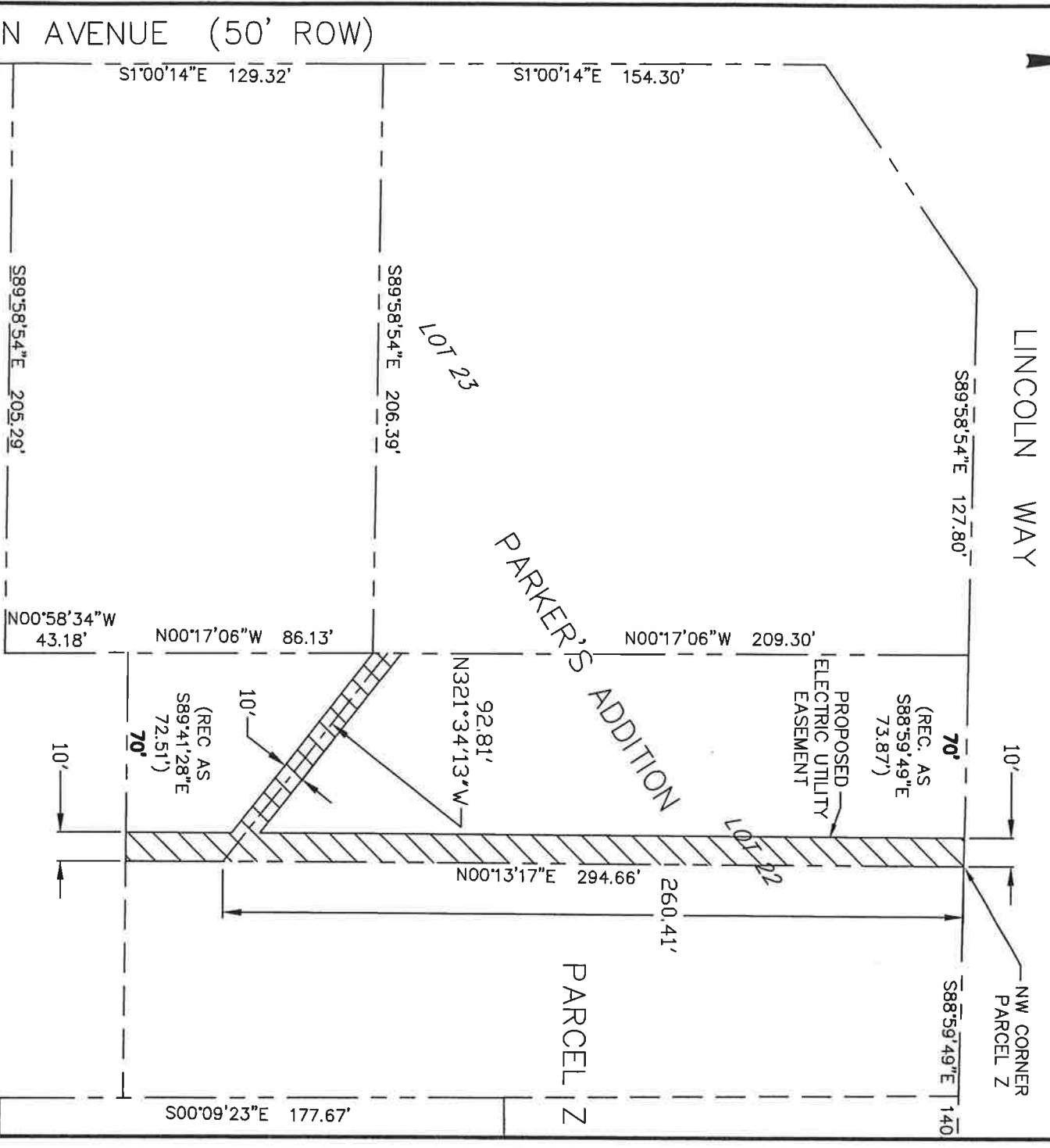
**CAPACITY CLAIMED BY SIGNER:**

     INDIVIDUAL  
✓ CORPORATE  
Title(s) of Corporate Officer(s):  
Chairman

     Corporate Seal is affixed  
X No Corporate Seal procured  
     PARTNER(s):      Limited Partnership  
     General Partnership  
     Attorney-In-Fact  
     Executor(s) or Trustee(s)  
     Guardian(s) or Conservator(s)  
     Other:     

**SIGNER IS REPRESENTING:**

List name(s) of person(s) or entity(ies)  
Maryland Lutheran Church



**EASEMENT DESCRIPTION**

FIVE FEET ON EACH SIDE OF A LINE DESCRIBED AS STARTING AT THE NORTHWEST CORNER OF PARCEL Z; THENCE S00°13'17"W, 260.41 FEET ALONG THE WEST LINE OF PARCEL Z TO A POINT OF BEGINNING; THENCE N32°1'34"W, 92.81 FEET AND THE EAST 10 FEET OF A LOT DESCRIBED AS THE WEST 70 FEET OF LOT 22, PARKER'S ADDITION TO THE CITY OF AMES, STORY COUNTY, IOWA.



ELECTRIC UTILITY EASEMENT

MEMORIAL LUTHERAN CHURCH  
2214 LINCOLN WAY

Drawn: MEI 8/25/21	Drawing Number
Checked:	<b>EXHIBIT 'A'</b>
Approved:	Sheet 1 of 1 Scale: 1" = 50'

ITEM#: 14  
DATE: 08-22-23  
DEPT: ELECTRIC

### COUNCIL ACTION FORM

**SUBJECT: RAPID NEEDS PURCHASE FOR UNIT 8 TURBINE REPAIR**

**BACKGROUND:**

On May 11, 2023, Unit 8 turbine experienced a high vibration event causing the unit to automatically shutdown to prevent the possibility of further damage. Power Plant staff conducted an in-depth investigation along with an engineer from General Electric (GE) to help troubleshoot, but was unable to determine the issue for the vibration. Staff and GE determined it would be best to bring in a turbine specialist company to inspect the turbine, starting with the bearings. Bladerunner is the company that last performed the turbine/generator overhaul on Unit 8, and they have also performed an overhaul on Unit 7 as well as two other turbine/generator related projects in the past.

City staff decided to implement a rapid needs purchase for the repair of the turbine and Bladerunner was provided a PO. Per the *Purchasing Policies & Procedures* a "rapid-need situation" occurs when materials and/or services could not have been predicted and must be procured in less than the normal allotted time in order to continue a service to the public". The original scope was estimated at \$42,500. The City's *Purchasing Policies & Procedures* state that "if the cost of purchases related to [an] emergency or rapid need is \$50,000 or more, the using department shall maintain records" of the expenditure. It further states that the using department "shall report the situation and related expenses to the City Manager for presentation to the City Council. The report shall be in a format as directed by the City Manager."

**Following the authorization of this "Rapid Needs" purchase by the City Manager's Office, a purchase order was issued to Blade Runner Turbomachinery Services LLC of Navasota, TX in the amount of \$42,500 to open the turbine casing and inspect the unit.**

There were three change orders to the purchase order.

**CHANGE ORDER NO. 1:**

After removing bearings and performing inspections, there still was no evidence to the cause of the vibration. The other possible sources of the vibration included the shaft seals, loose turbine blade(s), and/or a diaphragm. All of these parts were located within the turbine casing which had to be opened in order for another inspection to take place. Once the turbine casing was opened, damaged sections were found. It appeared that a small piece of metal (called a "button," about the size of a dime) broke off one of the front stages of the rotor assembly while the turbine was operating. The button holds each fan blade in place by connecting the blade's tip to several adjacent blade tips. The broken button impacted at least two stages of turbine blades and one diaphragm (a set of stationary blades that adjusts the steam path between rotor stages). As a result of this finding, the rotor was loaded onto a truck and transported to

a turbine shop called Power Plant Services (PPS), to be cleaned and tested using non-destructive evaluation methods to determine if additional damage had taken place.

**Change Order No. 1 was to remove the Unit 8 turbine case and rotor, transport the rotor, and perform inspection in a turbine shop in the amount of \$34,600 was approved through the City Manager's Office.**

### **CHANGE ORDER NO. 2:**

The rotor underwent three separate forms of non-destructive evaluation. The testing indicated that some of the blade sections impacted by the button needed to be dressed, blended, and straightened, but not replaced. Some of the shaft seals needed to be replaced.

When blades are installed, they are slid into a keyhole and rotated around the shaft to their appropriate position, one-by-one. The process of setting the blades in position does not allow them to be removed without destroying them. The blade with the broken button was located 180 degrees opposite of the keyhole, which meant that 45 blades (half of the blades on this section) had to be removed and replaced to get to the blade with the broken button. Replacement blades needed to be custom fabricated, based on detailed measurements of the profile of the existing blades. **After considering three different alternatives to accomplish the blade manufacturing and assembly, staff approved Change Order No. 2 in the amount of \$299,800 to install 45 replacement blades, repair blades in two other sections, replace the shaft seals, and perform final balance testing.**

### **CHANGE ORDER NO. 3**

While removing the 45 blades, a second blade with a detached button was identified. This second damaged blade is next to the blade that originally had a failed button. It is possible that when these blades were installed a few years ago, the installation process caused some blades to weaken. Therefore, PPS was concerned about the integrity of the remaining blades in the same row. Instead of replacing just half the blades as originally planned, PPS strongly recommended replacing all the blades in this stage of the turbine. PPS was not concerned with the blades in other turbine stages because they were made of a softer alloy; these blades would therefore have been "more forgiving" during the installation process. In addition, the other stages of the turbine passed all diagnostic testing that was undertaken when the turbine arrived at the shop. **Change Order No. 3 in the amount of \$35,000 was issued to replace the extra blades.**

**The total of these costs to repair the Unit 8 Turbine was \$411,900. The necessary repairs are now complete, and the Unit 8 turbine has been returned to service. The repair costs have been paid from both the Electric Production Operations and Maintenance budget as well as advancing funds from the Capital Improvement Plan for Unit 8 minor and major turbine overhauls.**

**ALTERNATIVES:**

1. Approve the report of the rapid needs purchase for repairs to the Unit 8 turbine.
2. Refer this item to staff for further information.

**CITY MANAGER'S RECOMMENDED ACTION:**

To restore reliable electric service to the City's customers in the quickest manner possible the use of a rapid needs purchase was required. Repairs have been completed to critical electric infrastructure through this process and this report to the City Council is fulfilling the Purchasing requirements of the rapid needs purchase. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1.

ITEM # 15  
DATE: 08-22-23  
DEPT: ELECTRIC

## COUNCIL ACTION FORM

**SUBJECT: EMERSON SURESERVICE SOFTWARE SUPPORT CONTRACT FOR POWER PLANT**

### **BACKGROUND:**

This contract is for providing support to the Emerson Ovation control system utilized by equipment in the Power Plant. This system is the main software driving the Distributed Control System (DCS). The system is crucial because it controls almost all the equipment throughout the Power Plant. The support to this system is critical for continued reliability and maintainability.

Emerson Process Management Power & Water Solutions, Inc. (Emerson) is the Original Equipment Manufacturer (OEM) of this system. Emerson has proposed a three-year contract for its SureService software support which includes:

- Expert telephone support for the Ovation system – With thorough knowledge of the Ovation system and troubleshooting skills, the SureService support will work with the plant to gather relevant information to correctly identify the problem and diagnose the situation. They can troubleshoot and determine solutions without interfering with plant operations. After the problem is isolated, the SureService team will suggest corrective action to resolve the situation.
- Ovation Guardian Support – Enables the plant staff to view system-specific data from multiple sources, which can then be analyzed and used to plan future expenditures and improve decision making.
- Software updates with antivirus program – The plant receives the latest tested and approved protective software to guard against viruses, cyber-attacks, and other unwanted intrusions.

These support services offer several benefits, including maintaining efficiency, reducing the Power Plant's operating costs, and providing critical control system support.

Emerson is the most practical and cost-effective vendor to provide this needed service. **Staff is requesting that the City Council waive the City's purchasing policies requiring formal competitive bids because it is the OEM and award a three-year contract to Emerson Process Management Power & Water Solutions, Inc., Tinley Park, IL in the amount of \$107,534**



Emerson proposed a fixed pricing structure for the entire three-year contract period. The pricing is structured as follows, for a total three-year cost of \$107,534:

<u>Year</u>	<u>Amount</u>
1	\$ 34,448
2	\$ 35,826
3	\$ 37,260

**The City Council is being asked to approve a three-year agreement, rather than a one-year contract with renewal options. It should be noted that this contract includes a reduced rate of 5% off list price since the agreement is for three years. The agreement contains a non-appropriation clause that allows the City to cancel if funds are not appropriated in future City budgets.**

The FY 2023/24 operating budget includes \$65,000 for Support Services.

**ALTERNATIVES:**

1. Waive the City's purchasing policy requirement for formal bidding procedures and award a three-year contract to Emerson Process Management Power & Water Solutions, Inc., Tinley Park, IL, for the Emerson SureService Contract for the Power Plant in the amount of \$107,534.
2. Do not approve the three-year SureService contract and adopt a "pay as you go" approach for these needed services.

**CITY MANAGER'S RECOMMENDED ACTION:**

The support to this system is critical for continued reliability and maintainability because it controls almost all of the equipment throughout the Power Plant. In addition, the award of a three-year contract provides Ames with the benefit of fixed pricing, additional savings off of list price, continuity of service, and reduced administrative burden. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

ITEM: 16  
DATE 08-22-23  
DEPT Electric

**COUNCIL ACTION FORM**

**SUBJECT: POWER PLANT BOILER MAINTENANCE SERVICES CONTRACT –  
CHANGE ORDER NO. 1**

**BACKGROUND:**

This contract consists of a variety of boiler and pressure vessel maintenance, including structural steel and pressure vessel repair, at the City’s Power Plant. This consists of emergency service, as well as regularly planned repairs and services during scheduled outages. The repair of the equipment in the Power Plant requires professional trade crafts such as boilermakers, laborers, and millwrights.

The Power Plant has traditionally bid boiler maintenance services and held a contract throughout each year in order to perform regularly planned repairs and services during scheduled outages as well as have a skilled and certified contractor ready to respond to any emergency situations.

There remains a large amount of area in both Unit 7 and Unit 8 boilers that contains boiler tubes original to the boiler installation in 1967 and 1982 respectively. During more recent testing, staff discovered tubes with thin walls because of erosion occurring from cleaning equipment or some deposit corrosion occurring on the inside of the tubes.

Near the end of FY 2022/23, staff started a program of performing proactive weld overlay in these areas to protect boiler tubes rather than reactively dealing with boiler tube failures. Boilermakers build up the walls of the tube using welding rod, thickening the tube wall. The intent was to close out FY 2022/23 performing as much overlay as possible with the remaining budget. **However, the planned overlay was not accomplished in Unit 7 due to a turbine issue on Unit 8. The Unit 8 issue required staff to operate Unit 7 rather than perform further maintenance on it. This resulted in \$170,000 of the funding under the FY 2022/23 Boiler Maintenance Contract remaining unspent.**

**On May 9, 2023, City Council approved a contract renewal with TEI Construction Services, Inc., Duncan, SC in the amount of \$345,000 for boiler maintenance in FY 2023/24. The contractor returned in July and proactive welding has continued in Unit #7 under the FY 2023/24 contract. In the first six weeks of this fiscal year, the contractor has already expended the \$345,000 budgeted for this boiler repair work, with an estimated \$150,000 still needed to complete the project.**

**THIS ACTION:**

**This request is for a change order to finish the pad welding needed on Units 7 and 8, plus additional authority for unforeseen repairs that may be necessary in the remainder of the fiscal year.** The City will be billed only for work performed on a time and materials basis.

Staff has determined that \$150,000 of additional funding should be sufficient to complete the necessary pad welding in Units 7 and 8. In addition, staff believes additional funds of \$170,000 should be authorized for smaller maintenance projects and unforeseen issues that may arise during the remainder of the fiscal year. Authorizing these funds in advance of unforeseen issues arising minimizes downtime and disruption to the Power Plant and Resource Recovery utilities, since staff can direct the contractor to immediately perform the work rather than waiting for Council approval for a change order when an outage occurs.

**Change Order #1 would add \$320,000 to the original \$345,000 contract for FY 2023/24 (inclusive of sales tax), bringing the total contract amount to \$665,000. Funding for Change Order No. 1 will come from a carryover of \$170,000 from work that was not able to be performed under the FY 2022/23 contract. The remaining \$150,000 will be financed from the Unit 7 and Unit 8 Boiler Maintenance accounts where there is \$150,000 to perform equipment repairs.**

**ALTERNATIVES:**

1. Approve Change Order No. 1 to TEI Construction Services, Inc., of Duncan, SC, in the amount of \$320,000.
2. Do not approve the change order and delay needed additional maintenance until the next fiscal year.

**CITY MANAGER'S RECOMMENDED ACTION:**

It is important to have a highly skilled company to perform maintenance services on the City's power plant boilers. These boilers operate at high temperatures and under high pressures. These additional funds are necessary to ensure the reliability of both Unit 7 and Unit 8 boiler. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 as stated above.

ITEM #: 17  
 DATE: 08/22/23  
 DEPT: PW

**COUNCIL ACTION FORM**

**SUBJECT: EAST 13<sup>TH</sup> STREET SANITARY SEWER EXTENSION**

**BACKGROUND:**

The Ames Plan 2040 Sanitary Sewer Utility Infrastructure program provides installation of public sanitary sewer infrastructure into the priority growth tiers shown in Ames Plan 2040. Installing the sanitary sewer systems proactively opens the ability to develop land in the adopted growth tiers.

**This East 13<sup>th</sup> Street Sanitary Extension project is part of the Ames Plan 2040 Sanitary Sewer Utility Infrastructure program.** It consists of the installation of a new 18-inch diameter sanitary sewer that extends through the I-35 Interchange along East 13<sup>th</sup> Street to 570<sup>th</sup> Street, a distance of 7,000 feet (see attached map). This extension will serve the planned future commercial and industrial development and serve potential future residential growth in the northeastern part of the City. The project will be funded entirely by the federal American Rescue Plan Act of 2021 (ARPA).

WHKS has completed plans and specifications for this project and has worked with City staff to establish the construction cost estimate. Revenue and expenses associated with this project are estimated as follows:

	<b>Funding</b>	<b>Expenses</b>
Ames Plan 2040 Sanitary Sewer Utility Infrastructure ARPA Funding	\$ 2,881,981	
Construction (Estimate)		\$ 2,833,234.50
Engineering/Administration		48,000.00
<b>Total</b>	<b>\$ 2,881,981</b>	<b>\$ 2,881,234.50</b>

**ALTERNATIVES:**

1. Approve the plans and specifications for the East 13<sup>th</sup> Street Sanitary Sewer Extension and establish September 20, 2023, as the date of letting and September 26, 2023 as the date for report of bids.
2. Direct staff to revise the project.

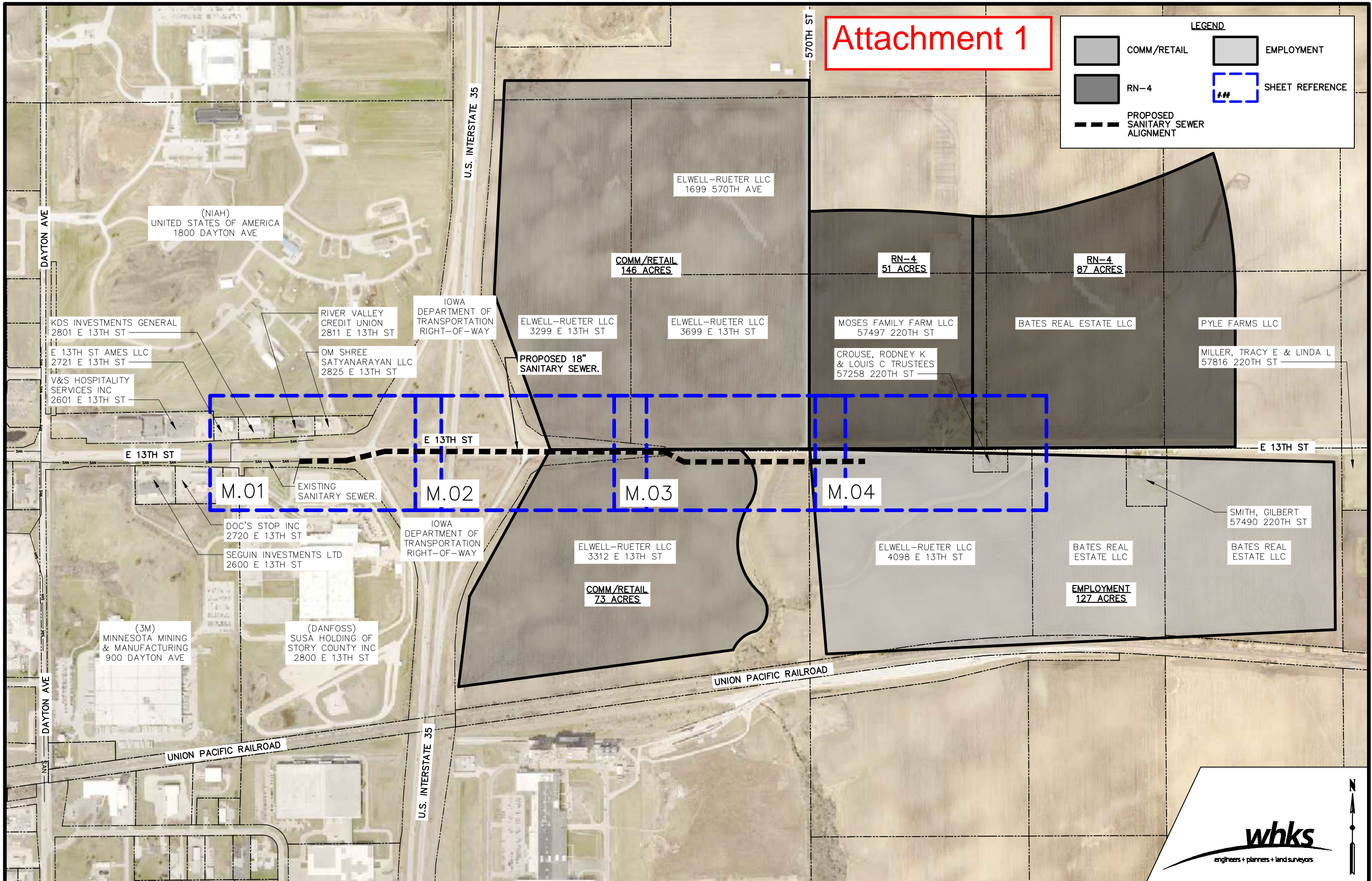
**CITY MANAGER'S RECOMMENDED ACTION:**

This project advances the City of Ames commitment to promote its residential, commercial, and industrial growth in the east and northeastern part of the City as reflected in the Ames Plan 2040 by providing the proper public infrastructure. **Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.**

# Attachment 1

**LEGEND**

- COMM/RETAIL
- RN-4
- PROPOSED SANITARY SEWER ALIGNMENT
- EMPLOYMENT
- SHEET REFERENCE



ITEM#: 18  
 DATE: 08-22-23  
 DEPT: W&PC

**COUNCIL ACTION FORM**

**SUBJECT: PRELIMINARY APPROVAL OF PLANS AND SPECIFICATIONS AND NOTICE TO BIDDERS FOR THE WATER TREATMENT PLANT, SOUTHEAST WELLFIELD, AND TECHNICAL SERVICES COMPLEX SECURITY FENCE IMPROVEMENTS**

**BACKGROUND:**

In 2020, an update to the Water Treatment Plant’s vulnerability assessment was completed. This assessment identified physical security improvements to be made at the Water Treatment Plant and Southeast Wellfield. These increased security measures include installing security fencing at both locations and bollards at the Water Treatment Plant to protect critical infrastructure. Along with this work, permanent fencing and a security gate at the Technical Services Complex will be installed following the completion of the old Water Treatment Plant demolition.

This project supports the Water and Pollution Control Department’s goal to constantly evaluate and improve its physical security measures at the Water Treatment Plant and all remote sites. This project was initially three separate projects, but staff has determined combining them into one larger project will likely decrease overall project cost and time.

	<b>Authorized Budget</b>	<b>Project Expenses</b>
Physical and Cyber Security Improvements Project	\$ 212,925	
<b>Engineer’s Estimate – (this project)</b>		<b>\$185,000</b>
Temporary Fencing		\$ 1,900
<b>Totals</b>	<b>\$ 212,925</b>	<b>\$186,900</b>

**ALTERNATIVES:**

1. Approve the plans and specifications and issue a Notice to Bidders for the Water Treatment Plant, Southeast Wellfield, and Technical Services Complex Security Fence Improvements, establishing September 14<sup>th</sup>, 2023, as bid due date and September 26<sup>th</sup>, 2023, as the date of public hearing and award of contract.
2. Do not approve the plans and specifications, and direct staff to pursue changes to the project.

**CITY MANAGER'S RECOMMENDED ACTION:**

An update to the Water Treatment Plant's vulnerability assessment identified physical security improvements to be made with increased fencing at two locations. Additionally, fencing will be added at the Technical Services Complex following completion of the old Water Treatment Plant demolition. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.



ITEM#: 19  
 DATE: 08-22-23  
 DEPT: Transit

**COUNCIL ACTION FORM**

**SUBJECT: AWARD OF CONTRACT FOR CYRIDE RECONDITIONED ENGINE REPLACEMENTS**

**BACKGROUND:**

CyRide purchased fifteen 40' heavy-duty buses equipped with Cummins ISL engines in 2010. These vehicles are now thirteen years old, with an average mileage of over 340,000. Due to cylinder wear, some of these engines are exhibiting excessive crankcase pressure. The engines in units 126, 127, and 128 are experiencing the most severe issues, leading to them being removed from regular daily service. After evaluating repair options, maintenance personnel have determined that these engines need to be replaced and that purchasing reconditioned engines will provide the best value for CyRide. Reconditioned engines are remanufactured by the original equipment manufacturer, providing a like-new engine with a two-year warranty. CyRide's mechanics will provide the labor to install the reconditioned engines.

On July 26, 2023, CyRide, in coordination with the Purchasing Department, issued a request for quotation (RFQ) No. 2024-025. Bids were due on August 3, 2023. The RFQ required respondents to provide the cost of the base engine, shipping, and "core costs." The core costs will be returned to CyRide when the used engine is returned to the successful bidder. CyRide received three bids in response to the RFQ. After evaluating responses, MHC Kenworth of Des Moines, Iowa, was identified as the lowest bidder. The bids are summarized in the table below, and the AmesBids sheet is attached.

<b>Bidder</b>	<b>Reconditioned Engine Cost</b>	<b>Engine Core Cost</b>	<b>Shipping Cost</b>	<b>Total Bid Cost</b>
MHC Kenworth	\$100,515.36	\$15,685.11	\$0.00	\$116,200.47
Trivista Companies Inc.	\$101,771.67	\$17,550.00	\$0.00	\$119,321.67
Housby Online Sales, LLC	\$112,116.39	\$10,500.00	\$2,100.00	\$124,716.39

CyRide currently budgets eight engine replacements per year in the parts budget. Staff has evaluated the parts budget and determined that purchasing three reconditioned engines will not exceed the budgeted amount.

Award of the contract to MHC Kenworth was approved by the Transit Board at their August 17, 2023, meeting.

**ALTERNATIVES:**

1. Approve award of contract for the purchase of three reconditioned engines to MHC Kenworth of Des Moines, Iowa, for a total cost of \$116,200.47.
2. Reject all bids and direct staff to proceed according to City Council priorities.

**CITY MANAGER'S RECOMMENDED ACTION:**

Award of this contract will enable CyRide to make needed repairs to the three buses mentioned above and return them to regular in-service usage. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

<b>Event Number</b>	2024-025	<b>Organization</b>	City of Ames Purchasing
<b>Event Title</b>	Reconditioned Bus Engines	<b>Workgroup</b>	Purchasing
<b>Event Description</b>	Ames Transit Agency, dba: CyRide, is accepti	<b>Event Owner</b>	Quinn Eggink
<b>Event Type</b>	RFQ	<b>Email</b>	quinn.eggink@cityofames.org
<b>Issue Date</b>	7/26/2023 03:54:49 PM (CT)	<b>Phone</b>	(515) 239-5128
<b>Close Date</b>	8/3/2023 02:00:00 PM (CT)	<b>Fax</b>	

<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Response Submitted</b>	<b>Lines Responded</b>	<b>Response Total</b>
MHC Kenworth	Des Moines	IA	7/27/2023 09:19:39 AM (CT)	9	\$116,200.47
Trivista Companies Inc.	ALTOONA	IA	8/1/2023 01:07:10 PM (CT)	9	\$119,321.67
Housby Online Sales, LLC	Des Moines	IA	8/3/2023 10:45:52 AM (CT)	9	\$124,716.39

ITEM #: 20  
DATE: 08-22-23  
DEPT: Admin

**COUNCIL ACTION FORM**

**SUBJECT: STREET CLOSURE FOR 2023 BIG 12 CONFERENCE CROSS COUNTRY CHAMPIONSHIPS**

**BACKGROUND:**

On Saturday, October 28, ISU will host the 2023 Big 12 Conference Cross Country Championships. The event will take place at the Iowa State Cross Country Course located along Mortensen Road between Hayward Avenue and State Avenue.

The Iowa State Athletic Department is requesting the closure of Hayward Avenue between Mortensen Road and Storm Street between 7:00 a.m. and 4:00 p.m. on the day of the event. This closure is necessary to provide team vehicle parking and bus drop off and pick up. City barricades are requested, which will be staffed by Iowa State personnel.

There are two houses located along the west side of Hayward on this block. However, ISU staff will not close the street farther north than the Knapp-Storms Dining Complex driveway, which should allow access to these houses from the north, and allow ISU Dining employees access to the Knapp-Storms facility.

CyRide staff has reviewed this request and can re-route buses around this closure.

**ALTERNATIVES:**

1. Approve the closure of Hayward Avenue between Mortensen Road and Storm Street from 7:00 a.m. to 4:00 p.m. on October 28 as requested.
2. Do not approve the closure.

**CITY MANAGER'S RECOMMENDED ACTION:**

This requested road closure will allow for safe loading and unloading of team buses for the Cross County Championship event. Iowa State has agreed to provide sufficient personnel to staff the barricades for the duration of the event. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.



Department of Intercollegiate Athletics  
Jacobson Athletic Building  
Ames, IA 50011-1140  
515 294-5527  
FAX 515.294.2789

To: Grace Bandstra  
From: Brian Honnold  
Subject: Big 12 Cross Country Championship Street Closure  
Date: August 3, 2023

---

In preparation for the 2023 Big 12 Cross Country Championship hosted by Iowa State University, we are looking to close down Hayward Avenue from Mortensen Road heading north to Storm Street. By doing this, we will be able to safely provide a bus drop off and pick up for participating teams (there will be roughly 28 teams in attendance), as well as a place for participating team vehicles to park. We would ask that the City provide barricades and Iowa State University would staff the barricades on the day of the event.

The event takes place on Saturday, October 28th, 2023, with the first race starting at Noon. We would like to close the street down around 7am the morning of Saturday, October 28. We would then open it back up around 4pm, or as soon as the team buses started clearing out of the area.

We feel this would provide a more safe and efficient environment, than if we were to leave the road open throughout the day. If you have any questions or concerns, please feel free to contact me via cell phone (515-201-4324) or email (bhonnold@iastate.edu).

ITEM #: 21  
DATE: 08-22-23  
DEPT: P&H

Staff Report

**DOWNTOWN STAKEHOLDER DEVELOPMENT AND REDEVELOPMENT  
OUTREACH**

August 22, 2023

**BACKGROUND:**

City Council discussed an initial referral request from Ames Economic Development (AEDC) staff regarding tax abatement incentives in November of 2022 and provided direction to staff on proposed options and public outreach. In response to this initial direction, staff provided a staff report in January of 2023 summarizing the public input from an online survey and in person meetings. The report also presented options on how to proceed with changes related to property tax abatement.

City Council tabled the January report and later in May 2023 directed staff to conduct additional public outreach targeted to Downtown business and property owners. In combination with Downtown Ames and AEDC staff. Two public outreach meetings were held in June 2023 concerning broader development and redevelopment issues for Downtown, approximately 20 total business and/or property owners attended. This report addresses the original City Council referral and includes the new June 2023 Downtown stakeholder input. All public input is included as attachments to this report. Additionally, Attachment G includes preferred initiatives identified by the Ames Chamber to respond to comments.

**NOVEMBER 2022 - ORIGINAL REFERRAL:**

On August 12, 2022, City Council received a request from Dylan Kline of the Ames Economic Development Commission (AEDC) to consider two changes to the current Downtown URA (Attachment A). One requested change was to allow for a partial property tax abatement schedule of 3, 5, or 10 years compared to the current 3-year allowance. The second request was to allow for additional projects to qualify for abatement by changing the eligibility criteria. The letter describes an interest in supporting investment Downtown regardless of whether front façades of a building are part of the improvements to a building.

The City Council has a number of programs and policies in place for development and redevelopment Downtown. The two most significant are the Façade Program matching grants and an Urban Revitalization Area (URA) for the Downtown area with tax abatement on new improvements. This URA was established in 2001 to promote façade rehabilitation for the buildings in this district. Financial assistance and tax incentives are

available for rehabilitation projects that meet specific criteria related to building facades and uses (Attachment B). The tax abatement program is designed to complement the current Downtown Façade Program with its design guidelines for exterior improvements. Improving the visual image and building quality of Downtown through exterior renovations is the primary goal of the programs.

In response to Mr. Kline's request, [a staff report was presented to Council on November 8, 2022](#). The initial report described the history of the program and presented four options for changes to the incentive policies regarding downtown.

City Council discussed the priorities of the programs and different concepts related to the November options. The discussion focused on whether incentives would inadvertently promote demolition of historic buildings, what are the priorities for investment downtown in physical improvements, and what are priorities for specific uses that warrant changes to the current incentive programs. **City Council approved two motions in November 2022 directing staff and to complete public outreach on these options:**

1. Motion 1: To amend the program to offer abatement for schedules of 3, 5, and 10 years, 3-yr 100% and 5-yr and 10-yr as sliding scales.
2. Motion 2:
  - a. To have staff explore Option Three (Allow for abatement for pre-existing Compliant Historic Façade in addition to a newly Improved Historic Façade) with the definition of a compliant historic façade and the addition of not allowing projects that involve demolition; and
  - b. To do outreach on Option Four (Allow for abatement regardless of façade status and tied to targeted uses) to gauge the interest of downtown stakeholders in identifying targeted options.

Per City Council's direction, staff prepared an online survey available to the public and downtown stakeholders. A stakeholder meeting was held on January 18<sup>th</sup>. Staff provided written notice to property owners of the meeting and the online survey. Staff also posted a link to the survey through City social media accounts. Attachment C includes a comparison of community member with downtown stakeholder responses. Attachment D consists of written response to an opened question about Downtown priorities.

### **Online Survey**

An online survey included a short introduction explaining the current priorities for incentive improvements downtown. One hundred forty-eight (148) responses were received by Friday, the 20<sup>th</sup>. The following is a summary of the survey and responses.

*Question 1:* Please help us to identify you by checking all that apply:

- 13 Downtown Business Owners
- 5 Downtown Property Owners
- 21 Downtown Residents
- 18 Downtown Employees
- 111 Community Members

*Question 2:* Should URA incentives be given for rehabilitations/renovations that do not involve exterior improvements to a building. Please check all that apply.

- 63 responses (41%): Yes – We should broadly support all improvements and uses
- 42 responses (27%): Yes – But only for specific priority uses
- 28 responses (18%): Yes – For any use if the building already has an updated façade or storefront
- 15 responses (9%): No – Improving the appearance of the buildings is very important (current program)

*Question 3:* If we allow incentives without exterior improvements, what uses should be a priority? For each of these, please rank from 1 to 3:

- 1 being the greatest priority
- 2 being neutral
- 3 being the least priority

Each project type can be ranked 1, 2, or 3.

	Top Priority	Neutral	Least Priority
Restaurants	<b>86 (62%)</b>	39	13
Clubs/Bars	21	49	<b>50</b>
Entertainment*	<b>76 (58%)</b>	41	14
Office**	16	36	<b>65</b>
Personal Service***	21	64	33
Retail/Boutiques	<b>67 (51%)</b>	40	24
Residential (upper floors)	41	42	41

- \*Entertainment includes uses such as brewery/distillery, dinner theater/performance venue, and gaming venue.
- \*\*Office includes professional office, co-work or co-op office, and financial services.
- \*\*\*Personal services include dry cleaners, beauty parlors, etc. These uses are not found under office.



*Question 4:* Do you believe that tax abatement incentives should be given for projects that involve demolition of an existing historic building for redevelopment of a site?

- 92 Responses (60%): No - Incentives should only apply to rehabilitation projects and not demolition
- 42 Responses (27%): Yes - If the redevelopment meets the City's design guidelines and has a priority use
- 19 Responses (13%): Yes - Redevelopment of all types enhances Downtown

*Question 5:* What are your priorities for private investment in Downtown Ames?

*(A sampling of representative answers, all responses included in Attachment D:)*

- More restaurants will foster even more restaurants. Ames needs much better food options!
- Maintaining historical integrity while enhancing the vibrancy of downtown.
- Locally owned shops & boutiques. I like to spend my money locally and on Main St.
- Ames should have a dedicated live music venue downtown, a place with a dedicated stage and sound system that hosts live music several times a week.

*Restaurants and dining were the most common comments.*

### **Outreach Meetings January 2023**

Staff held two stakeholder meetings, one in the morning and one in the afternoon, on January 18, 2023 in a meeting room at the Library.

#### *Morning:*

The three attendees were interested in:

- Seeing incentives given for redevelopment not tied to obtaining a façade grant.
- Seeing tax incentives given for more residences, restaurants, and entertainment uses (excluding bars).
- Seeing buildings preserved (generally).

#### *Afternoon:*

The seven attendees, mostly business owners and property owners, were interested in:

- Seeing incentives given for redevelopment not tied to obtaining a façade grant.
- Seeing incentives given for all uses.
- Seeing incentives given even if a building was demolished.

The afternoon attendees were also very interested in seeing public funds, outside of tax abatement, given for maintenance of older, private structures. The maintenance discussed included stabilization of masonry walls, replacement of plumbing, and replacement of electrical systems. Staff explained that the current discussion regarding the URA does not relate to creating a new business support grant program. Attendees

expressed significant interest in having additional conversations about creating such a program.

### **Historic Resources**

City Council asked staff to provide information for a definition of what would be considered a historic building where its demolition would make the project ineligible for tax incentives.

The Ames Main Street Historic District was added to the National Register of Historic Places in 2018. The District is a subset of area within the Downtown URA (see Attachments B and E). In the Main Street Historic District, many of the buildings were constructed in the 19<sup>th</sup> century. Starting in the early part of the 20<sup>th</sup> century, the original Victorian façades of the buildings were replaced with simple, unadorned, utilitarian façades that are still seen today. New buildings were also constructed in the same architectural style. The period of significance for identifying contributing resources is from 1891 to 1967. The contributing properties are included within the map shown as Attachment E **This means for part of the Downtown URA eligibility criteria, Council could specify contributing resources to the District that are demolished are ineligible to take advantage of a tax abatement incentive for redevelopment.**

A broader option would be to apply criteria related to whether a building has a “compliant historic façade” as described by the Downtown Façade Grant program. This option would apply to all properties in the URA and focus on essentially buildings with a “Main Street style storefront” at street level. These guidelines were originally based upon the style of buildings from the period of significance related to the Main Street Historic District. **This approach would not include more modern architectural examples that do not meet the historic façade guidelines and apply through the URA area, not just the Historic District.**

City Council could also establish an initial year built as the threshold without regard for whether it is a contributing resource to the Historic District or whether it currently has a compliant historic façade. If this option was selected City Council could focus on structures from the earlier timeframe of period of significance. **This would then apply throughout the URA, not just within the historic district.**

Although the Historic District does not include all the URA area, staff believes that the simplest way to identify a historic resource is to use the map of contributing resources to the Historic District. While not all these façades are compliant with the adopted design guidelines, this method of stating which structures are historic involves no subjectivity and will be the simplest to administer.

### **JUNE 2023 STAKEHOLDER INPUT:**

As requested by City Council in May 2023, two public meetings with Downtown stakeholders at the Ames Chamber of Commerce building were held on June 12 and 13th. Notice was provided directly by City staff via mail and by Ames Chamber staff. **A**

**total of twenty people attended both meetings representing building owners, business owners, and developers.** The meetings were opened-ended and were intended to take any feedback related to development or redevelopment issues. Staff did not ask any specific questions, though prompts were given, and staff did facilitate the discussion. The comments were mostly interests expressed by individuals. Reaching a consensus or prioritizing any specific issue was not part of the outreach meetings.

Although the meetings did not have high attendance, there was a wide array of individual comments made. **Ames Chamber staff have provided a bulleted list of the comments is included as Attachment F.**

After review of the individual comments, staff believes that the following categories are a useful grouping of the comments in order to review specific issues.

- Downtown Uses/Business Types
- Downtown Façade Grant Program
- Tax Abatement Incentive
- Permitting (Zoning, Building, Fire, ADA, etc.)
- Other or New Incentive Programs
- General Downtown Planning

The following is a summary of each topic, including current context, summary of stakeholder comments, and staff comments regarding the input and issue.

### **Downtown Uses/Business Types**

#### *Current Conditions:*

Current Downtown zoning allows for all types of commercial uses and residential units in the rear of buildings or on upper floors (residential units at the front of buildings in DSC are not permitted). On-site parking requirements for smaller apartments were recently eliminated for buildings with 18 units or fewer for units with two bedrooms or fewer.

#### Stakeholder Summary

##### The attendees:

- Support adding residential units in Downtown,
- Want to see smaller ground floor retail spaces, and
- Want more entertainment and restaurant uses.

##### *Staff Comments:*

*Current zoning does not appear to constrain the types of uses desired for Downtown. The current Downtown zoning district, Downtown Service Center (DSC) allows for residential units. The on-site parking requirement was modified several years ago so that buildings with 18 units or fewer do not need on-site parking if those units have two bedrooms or*

*fewer. Some of the comments were directed at leasing activities of landlords that are not within City control.*

*Other potential constraints related to uses are discussed below in regards to incentives and permitting.*

### **Downtown Façade Grants:**

#### *Current Conditions:*

- The program is for street-facing façades and is a 50/50 matching grant. The proposed design must comply with the adopted guidelines, which are centered on historic commercial designs (recessed entries, transom windows, plate glass windows above kickplates, etc.).
- The program was recently modified to allow for buildings that are contributing resources to the National Register Historic District to be able to rehabilitate features rather than replace them. Windows original to the façade, including prism glass transoms, are now eligible to receive funding.
- The annual funding for the program was increased this fiscal year from \$50,000 to \$75,000.
- The amount of an individual matching grant was also increased from \$15,000 to \$25,000.

#### Stakeholder Summary

##### The attendees:

- Feel that the grant amount should be increased,
- Do not like the design requirements, which are based on the period of significance for Downtown, want to pursue individual styles or modern materials.
- Feel that the eligibility rules are too restrictive related to improving the facade. There is a desire to see money given for maintenance instead.

##### *Staff Comments:*

*The Downtown Façade Grant was designed to improve facades where alterations had been made over the decades such as filling in windows or installing façades in a later architectural style. The historic architecture of Downtown is one defining element of its character and appeal to the community and the program supports its character.*

*A total of 56 grants have been awarded with 52 implemented. A number of those awards included multiple façades, such as corner buildings or projects where the adjacent buildings were constructed separately. **Staff believes the meeting attendees were unaware of City Council's recent increases in total and individual grant funding. Specific dollar amounts were not discussed at the meetings.***

*Two Façade Grant themes emerged at the two meetings: 1) that the façade maintenance or replacement of existing features in-kind should be eligible whether or not a project is removing non-compliant features and 2) some individuals has an interest to change the design guidelines to support different aesthetic treatments rather than the historic façade design guidelines.*

**Adjusting in response to these themes would result in a significant change to the current program goals and how the program is structured.**

## **Tax Abatement Incentives:**

### *Current Conditions:*

The current program allows abatement for 3 years and 100% abatement of new value, the base value is retained. Assessed value must increase by a minimum of 5%. To be eligible for tax abatement Downtown, the current program requires a building to make exterior improvements consistent with the Downtown Façade design guidelines. Eligible uses are restricted to retail, restaurant, entertainment, or existing uses. New Office or residential uses are not eligible.

As part of the November direction, City Council has directed staff to modify the abatement schedule to the 3-yr, 5-yr, 10-yr options used for other URAs within the City.

### Stakeholder Summary

The attendees:

- Desire to expand options for more abatement, thereby creating an incentive for more investment,
- Do not want abatement eligibility tied only to receiving a façade grant, and
- Want to include rehabilitation and remodeling of the interior of buildings or adding fire sprinklers as improvements eligible for abatement.

### *Staff Comments:*

*In January 2023, the City Council discussed two options about expanding eligibility for specific uses and whether to continue to require eligibility in relation to buildings having an historic façade. Final direction is still needed from Council. New eligibility criteria can be crafted to address specific uses and/or required design features.*

*It should be noted that interior work, remodeling, maintenance, fire sprinklers may not result in an increase in value and this program may not be financial incentive. Typically, improving new space or investing in a change of use creates additional value that benefits from tax abatement for the increased value. The base value and its property taxes are not abated.*

## **Permitting:**

### *Current Conditions:*

- Most of Downtown has DSC zoning, which allows for a wide range of uses.
- New construction or additions must:
  - o Be at least two stories.
  - o Have a floor-area-ratio (FAR) of 1.00 (meaning that the square footage of the building must equal or exceed the square footage of the lot)
- Nonconforming 1-story buildings have options for rehabilitation/remodeling, but additions without full compliance to standards are not permitted

- There are no zoning standards for materials or design features in DSC, unlike in Campustown that have window, brick, and other standards
- Building, Fire, and ADA codes apply to all buildings.
  - o The State of Iowa requires all jurisdictions to adopt some form of building and trade codes. In the case of the Energy, Plumbing, Mechanical and Electrical Codes, the State requires jurisdictions to adopt the same Code as the State and does not allow for amendments that would make the Code less restrictive. The State does not require specific versions of the Fire or Building Codes to be adopted so long as the adopted Codes are no less restrictive than those adopted by the State. The City of Ames has historically followed the same Code cycle as the State because it provides consistency for customers that work in multiple jurisdictions. The City uses the 2015 codes.
  - o Chapter 11 of the International Building Code (adopted as the State Building Code with amendments) regulates accessibility by determining which areas of construction should be made accessible. The same chapter references the ICC A117.1, a publication by the International Code Council that sets a standard for accessibility for specific portions or elements of a structure. This is a nationally recognized standard that aligns very closely with the ADA and Fair Housing Standards of which the Federal Government is responsible for administering, the City does not directly administer these standards.
  - o Building permits can be issued as new construction under the International Building Code (2015) **OR** permits issued under the Existing Building Code. Existing Building Code is a project-by-project assessment by a licensed architect to determine how best to meet code requirements for proposed changes while considering existing conditions.
  - o The Building Official can consider project-based code modifications or a decision on standards or permits can be appeal to the City's Building Code Board of Appeals.

## Stakeholder Summary

### The attendees:

- Like the historic charm of Downtown but would also like flexibility for the design for their buildings,
- Would like to see different thresholds or triggers for making improvements when remodeling buildings that require other upgrades,
- Feel that Building and Fire codes are the most common impediments to redeveloping buildings – specific issues mentioned at the meetings included egress windows, stair design (old buildings have staircases with noncompliant

rises and runs), the installation of fire sprinklers, and accessibility requirements of the Americans with Disabilities Act (ADA),

- Find the installation of fire sprinklers burdensome and question need,
- Perceive that Inspections staff is inconsistent and do not apply the codes uniformly,
- Are frustrated when a code compliance issue is identified at the end of the process rather than the beginning,
- Are concerned about the length of time that it takes to final a permit, which causes delays and increases costs,
- Would like more flexibility and feel that each project is unique and would like to see a process for waivers and exceptions to address unique issues,
- Would like to see Zoning and Building code flexibility in the Downtown (perhaps a special process for exceptions within DSC),
- Feel that installing a grease trap and ventilation systems for kitchens is very expensive for small uses,
- Would like to see more a more customer supportive attitude about getting permits issued and completed,

#### *Staff Comments:*

*The remodeling of existing buildings is more complicated than most new construction and bringing old buildings up to current standards can be challenging. For the most part, old buildings are allowed to remain in their pre-existing condition. Remodeling or changing uses can trigger conformance with contemporary standards.*

*Most of the Building, Fire, and ADA requirements are not local or discretionary, the City cannot be less restrictive than minimum established by the State. This is in contrast to Zoning ordinance, which is almost completely discretionary. Simultaneously balancing the need for consistency and the desire for flexibility is challenging. Staff senses from the comments that there is a gap in understanding expectations for plans, permits, and final inspections between contractors and property owners on one side and City staff on the other side.*

*The Council can choose to change almost any zoning standard. Recently, Council considered the minimum floor-area-ratio in DSC and choose to retain it. A means for administrative relief or exceptions could be added to the Zoning Ordinance. The City also has flexibility in setting the requirements for its Urban Renewal Areas. If the Council chooses to amend the Downtown Façade Grant Program and URA, it may be appropriate to add material and window requirements to DSC to ensure the aesthetic of Main Street is preserved.*

*Inspections does have some relief in the form of code modifications for individual projects. Many of the requirements in the building codes are performance based and are not prescriptive. For instance, a fire safety requirement might be met by installing sprinklers or by installing fire separation along paths of egress. An architect would assess the code issue and propose how to comply with the code.*



*The Building and Fire Code are the same as used in cities throughout Iowa with historic downtown buildings, such as Cedar Falls, Dubuque, etc.*

*It may be beneficial to gain a greater understanding of the design options available and to have an educational session with designers, owners, and architects. City staff can also address specific zoning or building standards and options that are identified by City Council as a follow up to this report.*

### **Other or New Incentive Programs:**

#### *Current Conditions:*

Currently, property owners can individually seek out and apply for state and federal incentives through historic tax credits and through the Iowa Economic Development Agency (IEDA) Main Street program grants. Some individual business owners have taken advantage of these programs.

#### Stakeholder Summary.

#### The attendees:

- Would like to have financial support for internal and external maintenance through City grants or loans,
- Would like to have public resources that would support changes in building use, such as for sprinklers, grease traps, and ventilation and hoods for restaurants,
- Would like financial support for reinvestment in and maintenance of old buildings to forestall the structures becoming unstable.

#### *Staff Comments:*

*These ideas are considered separately from the Downtown Façade Grant Program as they are outside of its current scope. These suggestions could be part of a separate program or incorporated into a revised Downtown Façade Grant Program. In many instances, the investment pertains to the interior of the structure and not to the façade.*

*Providing City funding for building maintenance will prove challenging because it would require creating a definition about what types of maintenance is appropriate as sustaining a historic buildings integrity and sustainability versus regular property owner maintenance obligations.*

*Funding has not been identified for these program suggestions. If additional City funds are used for incentives, the Council will have to decide how much, from what source this money will come, and to which areas of the city will these incentives be offered (for example Campustown) these incentives. In addition, the City Council could consider whether a SSMID (Self-Sustaining Municipal Improvement District – which would need the approval of the property owners within a new district) should be expected as a match for the City funding?*

## **Downtown Planning:**

### *Current Conditions:*

- *Ames Plan 2040* was adopted in December of 2021. Priorities for redevelopment and investment were identified for Downtown and surrounding areas. Goals include maintaining the historic Downtown appearance while allowing for infill and intensification.
- The Lincoln Way Corridor Plan and the Downtown Gateway Focus Area serve to support Main Street and the rest of Downtown.
- Other redirection and redevelopment areas nearby are:
  - o Northwestern and 6<sup>th</sup> Street
  - o South of Lincoln Way from 2<sup>nd</sup> to 4<sup>th</sup> Streets
  - o The new indoor aquatics center with a Lincoln Corridor Focus Area designation for the area
- There are long-term goals to evaluate the Power Plant and the Resource Recovery Center to the east of Downtown, but they are planned to remain beyond the foreseeable future. These are part of the larger conversation within the Climate Action Plan.
- Steven L Schainker Plaza is part of the City's efforts to invest in a Downtown gathering space and to create a year-round attraction.
- The City has invested in redoing the pavers and streetscapes Downtown. These capitol improvements occurred over the past 20 years.

### Stakeholder Summary.

#### The attendees:

- Would like to see Downtown maintained as an attractive destination for the community,
- Expand planning for areas adjacent to Downtown,
- Support commercial entertainment and retail uses as a priority,
- Feel that significant historic buildings should be kept,
- Want to see the creation of "centers of gravity" in the Downtown. Some ideas that were expressed included:
  - o Closing City streets for pedestrian malls permanently or on an as-needed basis
  - o Creating more outdoor gathering space for dining
  - o Creating space for hosting Downtown festivals

#### *Staff Comments:*

*Overall City Policy for development and investment is defined in Ames Plan 2040. Once the Steven L Schainker Plaza is completed, additional opportunities for outdoor space and activities should be reviewed. Tom Evans Plaza and connections to The Linc development will likely be a priority over the next several years.*

*Compiling a summary of City policies and plans for the Downtown and the surrounding area would help with clarity on planning for future investments and marketing of the area. Individual planning efforts and projects are subject to the annual work plan prioritization by City Council.*

### **STAFF COMMENTS:**

To address the original referral regarding property tax abatement incentives, staff believes the public input generally supports creating a second pathway for gaining tax abatement in Downtown. The survey results from January indicated community and downtown stakeholder support and for specific types of uses downtown. **Staff believes that a pathway related to new improvements for properties that renovate/rehabilitate existing buildings into priority uses would be beneficial. Staff proposes that the priorities be limited to restaurants, entertainment, retail, and residential when the building has an historic façade or would be improved consistent with the Façade guidelines. This would exclude office use and personal services from eligibility. While supported by Staff, the City Council still needs to provide direction on whether to change the criteria related exterior improvements to then be included with amendments related to the 3-yr, 5-yr, 10-yr schedule changes.**

**Although public input was split regarding incentives where demolition would occur, staff supports making ineligible those projects that demolish any building listed as a contributing resource to the National Register of Historic Places Downtown Ames District.** This policy would be consistent with the general character of Main Street and policies of Ames Plan 2040 for considering community character and context balanced with infill interests.

The additional issues and comments identified through stakeholder engagement require consideration by City Council and for Council to identify any specific priorities for direction to staff. City Chamber staff identified multiple initiatives within Attachment G to address comments of stakeholders. **Staff believes the most immediate need is to address the questions and issues related to building, fire, and ADA related codes. Working through examples with building owners, contractors, and design professionals could be beneficial for existing buildings.**

There were a number of comments regarding changes to the façade program or use of City grants for maintenance. To address these issues, staff would need to have some definition from Council on the scope and intent of changes and what type of funding may be attached to any program changes. Staff would then develop options to make changes and return for City Council review and authorization. Additional public input would also be necessary for any substantial program changes.

**Attachment A  
Request to Council**



August 12, 2022

Dear Mayor and Council:

In exploring potential projects that will help strengthen Downtown, we discovered a couple of issues with existing programs that, if addressed, will promote investment in the area.

They are:

As currently written, to qualify for tax abatement on downtown projects, a project must first qualify to receive a façade grant. Projects that provide a meaningful investment in downtown in a building that does not need façade improvements would therefore be excluded from the program. While the overall façade program is beneficial, we would like to see the tax abatement program decoupled from the façade grant program so that tax abatement is available in both cases.

Comparing two sample scenarios, a \$1 million dollar investment that qualifies to receive a \$15,000 façade grant will be eligible to have the entire project abated. However, a \$1 million dollar investment that does not qualify to receive a façade grant is not eligible for any abatement. We would like to see investment incentivized more globally and not be tied to a relatively small and narrowly defined program.

Secondly, under the current façade grant program, abatement is limited to a three-year, 100% abatement schedule. This is not consistent with the Campustown redevelopment abatement program, which allows 3-, 5-, and 10-year schedules. We would ask that the same 5- and 10-year schedules be added to the Downtown program.

We are excited about what is currently happening Downtown and believe these two changes will encourage future investment to strengthen it as a thriving, energetic district.

Thank you for your consideration!

Sincerely,

A handwritten signature in black ink that reads 'Dylan Kline'. The signature is fluid and cursive, with the first and last names being clearly legible.

Dylan Kline  
Director of Business Development  
Ames Economic Development Commission

**Attachment B**  
**Current Eligibility Criteria for Downtown URA**

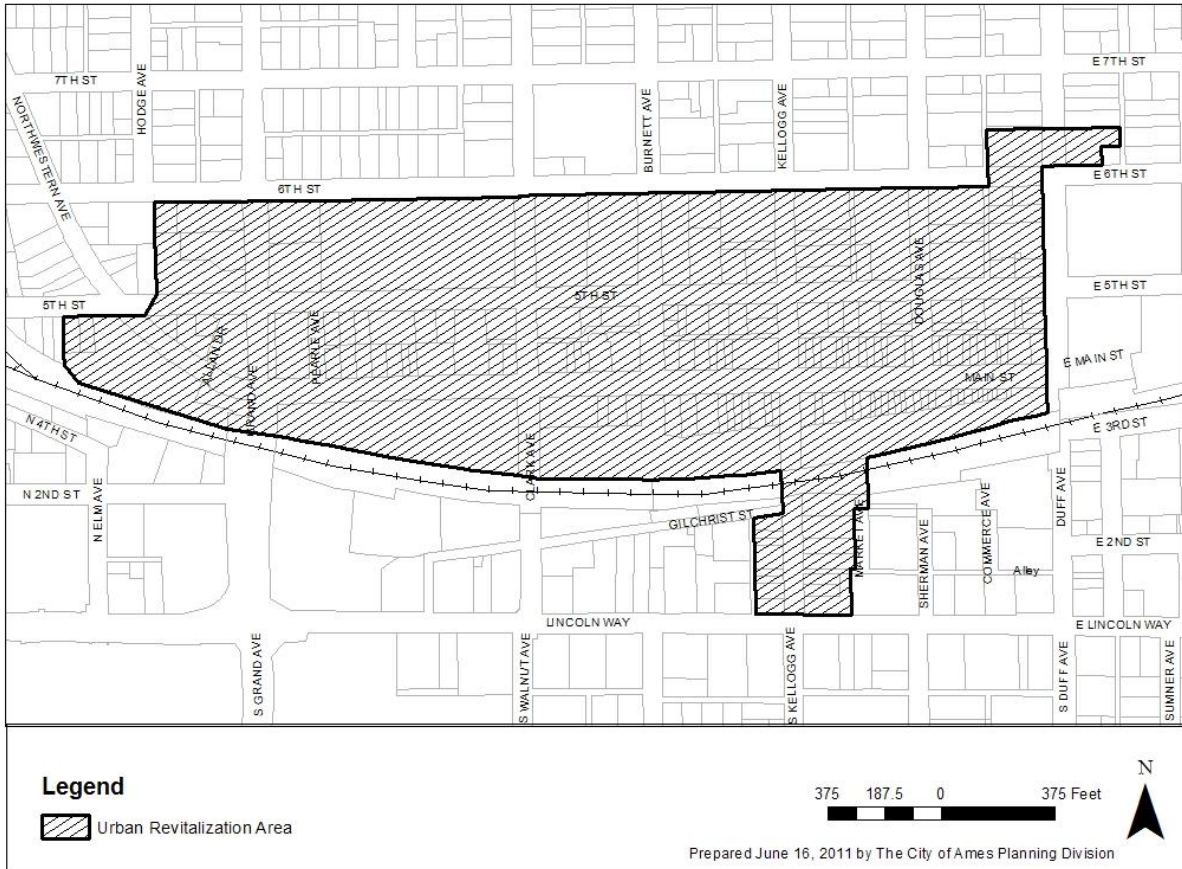
The current criteria for eligibility the Downtown URA are as follows:

1. Properties must be located within the designated Downtown Urban Revitalization Area.
2. Façade Improvements and the scope of work must follow the current Downtown Design Guidelines as approved by City Council. If additional interior or exterior improvements are part of the same project, the entire project is eligible for tax abatement, as long as the project includes façade improvements whose scope and design follow the Guidelines.

*Note that the eligibility is based on improvements complying with the Façade Design Guidelines, not that a project was in fact awarded a façade grant.*

3. If the first floor is vacant before the façade improvements are made, then the front half of the first floor is required to have a retail use after the improvements are completed. If the first floor has a permitted use before the façade improvements are made, then it is eligible. No residential structures are eligible.
4. Improvements must be made to the property increasing its actual value by 5% or more. The property is eligible to receive abatement of 100% of this added value for each of three (3) years.
5. The improvements must be maintained for three (3) years.

# Downtown Urban Revitalization Area



**Attachment C**  
**Comparison of Community Response to Downtown Stakeholders**

Question 1 on the public, online survey asked:

Please help us to identify you by checking all that apply:

- Downtown Business Owner
- Downtown Property Owner
- Downtown Resident
- Downtown Employee
- Community Member Not Included Above

The following breaks out the responses by those that checked ‘Community’ and those that checked one of the ‘Downtown’ options. Please note that several responses checked both one of the ‘Downtown’ options and ‘Community’. These results are thus counted twice in the numbers below.

*Question 2:* Should URA incentives be given for rehabilitations/renovations that do not involve exterior improvements to a building. Please check all that apply.

	<b>Community Total 111</b>	<b>Downtown Total 42</b>
<b>No – Improving the appearance of the buildings is very important (current program)</b>	11(10%)	4(9%)
<b>Yes – But only for specific priority uses</b>	33 (30%)	10(24%)
<b>Yes – For any use if the building already has an updated façade or storefront</b>	20 (18%)	10(24%)
<b>We should broadly support all improvements and uses</b>	47 (42%)	18(43%)



**Question 3:** If we allow incentives without exterior improvements, what uses should be a priority? For each of these, please rank from 1 to 3:

- 1 being the great priority
- 2 being neutral
- 3 being the least priority

Each project type can be ranked 1, 2, or 3.

	Top Priority		Neutral		Least Priority	
	Community	Downtown	Community	Downtown	Community	Downtown
Restaurants	<b>64</b>	<b>25</b>	32	8	8	5
Clubs/Bars	15	9	<b>40</b>	9	<b>37</b>	<b>13</b>
Entertainment *	<b>56</b>	<b>23</b>	31	10	11	3
Office**	12	4	26	10	<b>51</b>	<b>17</b>
Personal Service***	18	3	<b>49</b>	<b>17</b>	23	11
Retail/ Boutiques	<b>50</b>	<b>18</b>	32	10	18	7
Residential (upper floors)	29	13	32	<b>13</b>	<b>32</b>	9

**Question 4:** Do you believe that tax abatement incentives should be given for projects that involve demolition of an existing historic building for redevelopment of a site?

	<b>Community Total 111</b>	<b>Downtown Total 42</b>
<b>Yes - Redevelopment of all types enhances Downtown</b>	15 (13%)	4(9%)
<b>Yes - If the redevelopment meets the City's design guidelines and has a priority use</b>	28(25%)	14(22%)
<b>No - Incentives should only apply to rehabilitation projects and not demolition</b>	68(61%)	24(57%)

**Attachment D  
Responses to Question 5 by Identifier**

<b>Downtown Business Owner</b>	<b>Downtown Property Owner</b>	<b>Downtown Resident</b>	<b>Downtown Employee</b>	<b>Community Member</b>	<b>What are your priorities for private investment in Downtown Ames?</b>
				1	None
				1	More restaurants will foster even more restaurants. Ames needs much better food options!
				1	Shops & boutiques
				1	
				1	Outdoor gathering spaces. The area in front of the Sheldon munn is delightful but it needs a shade canopy to actually be useful. A beautiful arched entrance on the east side would be very welcoming.
				1	
				1	Community building
				1	More restaurants
				1	Improving options in the evening. There is nothing to do after dinner. It's a ghost town. Why are all of the shops closed??
			1	1	
				1	Housing units, streetscape revitalization including wider sidewalks, bike lane, more bike parking, removing parking on one side could help alleviate this issue, there is significant parking behind the buildings and a parking garage is coming in with the linc project (I think).
				1	Keep character, no demolition, improve interior of high traffic areas such as paint, better lighting (!!!), and for residents. Support local businesses to make updates and improvements. Beautification and landscaping, hanging flower pots in the spring, etc.
				1	
				1	
				1	Get rid of parking meters

Downtown Business Owner	Downtown Property Owner	Downtown Resident	Downtown Employee	Community Member	What are your priorities for private investment in Downtown Ames?
				1	Need to get some retail. Our \$ are going to Ankeny and Des Moines. There is no affordable family retail downtown..
				1	
				1	
				1	
				1	More locally owned restaurants
				1	
				1	
				1	We should at all costs preserve the integrity of the old town Historic Ames Main St. facades just like we do the Historic homes in downtown Ames.
				1	Drop downtown as a priority and focus on expanding outer edges of town.
				1	Locally owned shops & boutiques. I like to spend my money locally and on main st.
			1	1	Restaurants
				1	Entertainment
		1		1	More bar, restaurant and entertainment venues
		1		1	More affordable/quick lunch places- like a bagel shop :) maybe potable water fountain that's beautiful and resourceful (drinking water on hot days!)
				1	A cafe which features salads & sandwiches for lunch, and a casual clothing store for middle age women
				1	A playground for kids on Main Street
				1	
				1	No parking meters
				1	
				1	
				1	Aesthetics. Seating. Third places (cafes, bars), walkability
				1	
				1	

Downtown Business Owner	Downtown Property Owner	Downtown Resident	Downtown Employee	Community Member	What are your priorities for private investment in Downtown Ames?
				1	More businesses that support the economy, areas for employees that will frequent shops and restaurants in n the area like office spaces or light manufacturing
				1	Updating the exteriors of many downtown building for more appealing and or structurally sound areas
				1	
1				1	Restaurants, places to go, fun destinations
				1	
				1	Continue to make it a walkable and utility dense place. I love walking through downtown and used to live nearby. I miss my regular visits and go back as often as I can.
				1	I would love to see family/children/teen orientated space. Teens could really benefit from having some time of club/entertainment space to hangout. A children's play museum downtown would be amazing!
				1	
				1	smart energy & water, locally owned, diversity of uses, walkable district
				1	I feel like we should get more communities in there
				1	
				1	Very low, personally
				1	
				1	
				1	Maintaining the small town feeling of downtown. I don't want to see rampant urbanization of a historic and tranquil part of town.
				1	
				1	
				1	cultural attractions
				1	Parking!
				1	

Downtown Business Owner	Downtown Property Owner	Downtown Resident	Downtown Employee	Community Member	What are your priorities for private investment in Downtown Ames?
				1	Bring more businesses owned by a diverse group of people (women, people of color). High quality retail, high quality restaurants (not sports bars, or restaurants aimed at football crowds). High quality meaning very thoughtful and well curated, with welcoming and well designed interior environments, not necessarily expensive.
				1	NA
				1	
				1	Downtown needs to be a vibrant arts and cultural hub
				1	
				1	Increased reasons to go to downtown in the evenings
				1	
				1	
				1	Unique Restaurants with food options
				1	Safety and accessibility
				1	Revitalization and increased usage for the entire community (including students)
				1	
				1	Quality retail stores. No tattoo shops....
				1	If it's truly private investment, then it shouldn't matter what my priorities are. If someone is investing with their own money, then we should let them do what they want. Ideally it's something family-friendly, but if it's not, let the market decide if it will survive.
				1	Attracting diverse businesses and their continued support
				1	
				1	Bring in more businesses
				1	
				1	Ames should have a dedicated live music venue downtown, a place with a dedicated stage and sound system that hosts live music several times a week.
				1	No parking meters
				1	Bring back the trees

Downtown Business Owner	Downtown Property Owner	Downtown Resident	Downtown Employee	Community Member	What are your priorities for private investment in Downtown Ames?
				1	Have a better night life
				1	Take away all parking meters in downtown. They are unwelcoming and inhibit my shopping there.
				1	Down town stays walking safe area for families. The college students have campus town. I want a place where my family and I can feel safe.
				1	Restaurant and boutique shops
				1	Arts and entertainment
				1	
				1	
				1	Keeping people in Ames. Not going to Des Moines or larger cities for food, entertainment, and shopping. Building community and opportunities for social events (including parades, downtown trick or treat etc.)
				1	Historic preservation, small businesses
				1	Tax breaks or other incentives to promote local mom-n-pop shops; make them more competitive with big box stores (i.e. Walmart, Target, etc.)
				1	Business that attract consumers downtown. Valuable real estate locations should have attractive business that pull consumers in.
				1	
				1	
				1	More retail, restaurants, entertainment. Less offices.
				1	
				1	Make sure to use the space efficiently! Both design and land use should be high priority.
				1	Entertainment
				1	
				1	
				1	Recreation and beautification
				1	More free parking
				1	
				1	

Downtown Business Owner	Downtown Property Owner	Downtown Resident	Downtown Employee	Community Member	What are your priorities for private investment in Downtown Ames?
				1	Store like CVS or an independent drug/personal item store. I would probably shop downtown more if I could also get my prescriptions filled and personal care, make-up items. I end up going to Target instead.
				1	
				1	
				1	More dining and entertainment
				1	Exterior improvement
				1	increase attractiveness of downtown while maintaining character, similar to Cedar Falls
				1	Encourage a destination retail environment
				1	
			1		Downtown is lacking fast casual dining. It's hard to grab a quick lunch as a downtown employee.
			1		Would love to see investment in shops owned by and target non-white residents. As someone who works on Main St and sees who is spending time downtown, I think it would be great for the City to find ways to alleviate barriers and incentivize business ownership for people of color. Currently neither our businesses nor patronage of Main St reflect the interesting cultural diversity that exists in town.
1			1		Create more residential units in the area.
		1	1		I would like to see more options for establishments that are open in the evenings, whether it be restaurants, bars, breweries, or any other form of entertainment.
		1			
			1		Extend improvements beyond Main Street to establish a larger attraction. Make downtown vibrant both day and evening. Consider closing part of Main Street, make one way and create a greater pedestrian and bike friendly corridor.

Downtown Business Owner	Downtown Property Owner	Downtown Resident	Downtown Employee	Community Member	What are your priorities for private investment in Downtown Ames?
		1			Maintaining historical integrity while enhancing the vibrancy of downtown.
		1			More restaurants please! And specifically more types of restaurants - BBQ is fine, but I think we're good on that in Ames currently
	1	1	1		More food options and better wheelchair accessibility
		1			None
1	1	1			
		1			Restaurants, children's museum or indoor play/climbing center (not video games),
1					I think all projects should be considered. It makes a difference where certain types of businesses want to operate. I would prefer retail and restaurant/bar business on the ground level and office, service base, and residential on upper floors.
1		1	1		late night entertainment besides bars! there's plenty of this in similar size cities' downtowns, but you can't even get a bite to eat that isn't bar food past 8pm around here. other than bar hopping there's nearly nothing else to do past that time as well.
1					Improve density of all types; residential, commercial office/services, retail (restaurants and goods)
1					Drawing in customers for a great shopping experience
1					Parking, residential, hotels
		1	1		Attract a greater variety of retail and dining establishments; emphasize the "C" of MSCD by supporting the Arts in our community, hopefully doing so leads to more performance spaces being established (look at Massachusetts St. in Lawrence if you need inspiration); don't let the development Lincoln corridor development turn downtown into "just-another-bar-district"
1					Parking structure



Downtown Business Owner	Downtown Property Owner	Downtown Resident	Downtown Employee	Community Member	What are your priorities for private investment in Downtown Ames?
1	1				Maintain the historical character of buildings but update them according to a modern day purpose to attract people of all ages.
		1			Maintain and enhance the historic character of the area while improving livability for those within walking distance
	1				Let people invest their own money
		1			
			1		
		1			More restaurants and entertainment spots
1		1	1		Businesses that encourage families to spend time downtown and adult date night activities
			1		More entertainment to draw people
		1			Children's entertainment
		1			Access, culture
			1		Get rid of parking meters
1					
		1	1		
			1		
		1			
1	1		1		owners maintain your buildings front & back
			1		Small businesses and non-profits
		1			Eliminate parking meters. More residential options

**Attachment E  
National Register Historic District**

**Classification of Properties in Ames Main Street Historic District  
National Register of Historic Places**



**Attachment F**  
**Summary of Public Meetings on June 12 & June 13, 2023**

**Downtown Input Sessions**

- June 12 – 5:30pm to 7pm (13 attendees)
- June 13 – 8:30am to 10am (7 attendees)

**City of Ames**

- Kelly Diekmann
- Benjamin Campbell

**Ames Main Street**

- Crystal Davis

**AEDC**

- Dylan Kline

**Priorities of Types of Spaces**

- Retail
  - o Variety
  - o Pop-up shops
  - o Smaller sf footprints for retail
- More events space
- Smaller events like food truck showdown, evening farmers markets, 515 week, etc.
- More parking/ramp
- Incubator Space
- More downtown living opportunities
- Create “centers of gravity” or gathering spaces in downtown to attract people to spend time and money in the downtown

**Barriers to Development/Redevelopment**

- Building code enforcement
  - o “Triggers” in projects that cause additional upgrades or code compliances in more areas than are being worked on
  - o Stairs rise and run, fitting into old buildings
  - o ADA compliance in inaccessible areas
    - ADA Bathroom at the bottom of a set of stairs with no elevator
  - o Fire sprinklers
  - o Code requirements for old structures
  - o ADA compliance
- Personal opinion or judgement at the inspection level, and inconsistency in how rules are applied among inspectors/departments

- Code non-compliance (perceived or actual) missed on initial approval documents, identified too late in the process or at final inspection which causes delays and are very costly to rectify.
- Grease trap – financial barrier with fitting into old building
- Lack of outdoor patio space
- Façade grant coupled with tax abatement
- Façade grant is too restrictive
  - o Required historic materials too expensive and not as durable as modern materials
  - o Targeted era of design standards not appealing aesthetically
  - o Misses target of goals for development
  - o Dollar amount too small to make a meaningful difference in the project
- Updating old buildings with new infrastructure can be very complicated and expensive
  - o Utilities, hoods/HVAC, fire sprinklers
- Deferred maintenance of old structures leads to deterioration causing extensive and expensive repairs or demo of old building. No funding support for maintaining old buildings
- Processes to move through approvals/inspections take too long, which adds delay and additional cost to projects
- Surprises/inconsistencies in inspections and approvals cause delays and expensive rework late in the project
- 

### **Support**

- Internal advocate on city staff that “champions” projects
- More continuous, frequent interaction between stakeholders and city staff/officials
  - o Examples are Marion, Cedar Falls, Dubuque
  - o Includes mayor, city manager, economic development, planning dept, inspections, chamber, main st., university, campustown,
- Develop and design review board for downtown design/façade approval
  - o Comprised of community members, city staff, credentialed professionals (architect, contractor, engineer, etc.)
- Seed fund, neighborhood fund group, forgivable loans
- Make better use of the Historic Tax Credit program – 40 – 45% of project paid for

### **Flexibility**

- Allow for “variances” (code modifications and text amendment)
  - o Fast process
  - o staff-level decisions (more power to make decisions without going through council process)
  - o Enough of the same or similar request triggers to code changes that affect everyone
  - o Culture of flexibility or “can-do” approach, especially for unusual projects
  - o Review city processes to make more practical

- Council or appeals board approval process takes too long. The added time costs businesses money and often forego pursuing the process
    - Applicants are actively (told) or passively (process too hard/time consuming) discouraged from asking for variances
  - Allowance for Case-by-case exceptions to rules to accommodate development in old structures or in atypical situations.
    - Rule doesn't have to change for everyone if it is a special circumstance
    - Allow for exceptions with proper documentation to justify the allowance in the future
- Maintenance "Grant"
  - Bring old buildings up to stable condition
  - Sunset period on the program of 20 +/- years
  - Focus on a specific area ("downtown development" or "city center" zone)
- Review process takes too long to navigate

## **Vision**

- City Center or Downtown Development Zone
  - 30 year plan
  - Flexibility in ordinances within this zone
  - Create "centers of gravity" in the downtown design for attraction and activity
    - Closing city streets for ped malls or on an as-needed basis for events
    - More outdoor gathering space for dining
    - Places for hosting downtown festivals
  - Preserve duality of old and new structures to maintain historic charm and incorporate modern amenities and designs
    - High-density housing
    - Multi-use structures
    - Keep "downtown charm"
    - Preserve meaningful historic structures]

**Attachment G**  
**Report from Dylan Kline, Ames Chamber of Commerce**

**DOWNTOWN DEVELOPMENT FEEDBACK SESSIONS**  
**REPORT & RECOMMENDATIONS**

**August 2023**



# DOWNTOWN DEVELOPMENT FEEDBACK SESSIONS REPORT & RECOMMENDATIONS

August 2023

In May of this year, council directed staff to work with the Ames Chamber of Commerce (ACC) and the Ames Main Street (AMS) organizations to coordinate feedback session to gather input from building and business owners in downtown, and developers with a history of investment in this community, about the barriers to development in the downtown area. City Staff coordinated with the ACC and AMS to schedule and promote two feedback sessions focused on this topic. These meeting took place on the evening of June 12th and the morning of June 13th at the Ames Chamber of Commerce office.

During the feedback sessions, a brief overview was given providing the context for the meeting, and attendees were asked to identify what they perceive as hindering investment in development in downtown Ames and offer suggestions for what may mitigate those barriers. In addition to these meetings, the ACC and AMS have continued discussions with these stakeholders to further refine those concepts.

The information in this report is intended to be supplementary to the report developed by the staff at the City of Ames and scheduled for presentation to the City Council on August 22nd and is not a comprehensive overview of the feedback meetings that took place. Rather, the focus of this report is to detail the broader concepts that were identified in the meetings and begin to paint a picture of what the future of Ames could look like.

Thank you for initiating the conversations between City Staff, the ACC organizations, and downtown stakeholders. We look forward to working together to build the future of the City of Ames.

## INTRODUCTION

Through visionary leadership and meticulous execution by the leadership and staff at the City of Ames, the Ames City Council, and many other people and organizations with a passion for this future of this community, many of the foundational building blocks for a vibrant downtown are either in place or are currently being executed. With a focused effort to capitalize on the work that has already been accomplished, and intentional visioning for the future of the area, downtown Ames can grow to be thriving city center that serves the needs of residents and visitors for years to come.

We will begin by identifying the perceived **Barriers to Development/Redevelopment** in downtown Ames, followed by suggested actions that could help navigate these barriers.

## BARRIERS TO DEVELOPMENT/REDEVELOPMENT

**Age of existing building stock** – Historic buildings, by definition, essential to the vibrancy and attraction of Historic Downtown District. However, because the codes and regulations in place at the time these buildings were constructed was so drastically different than modern building standards, retrofitting these buildings for necessities such as ADA accessibility, fire protection, modern utility infrastructure, and specialty equipment (exhaust hoods, grease traps, etc.) is challenging from a design and construction perspective as well as financially.

**City Processes** – As described above, work on old structures with modern construction methods often requires creativity and flexibility to ensure the outcome is both safe and functional for the end users. Members of the group felt that the City’s current processes lack the flexibility to address these challenges on a case-by-case basis. The perception is that the current approach involves drafting changes that apply to all projects instead of a robust “variance” process that can quickly and effectively address challenges that may be “one of a kind”.

Group members also alluded to errors and inconsistencies in the plan review and inspections process that have led to lengthy project delays, expensive rework late in the project timeline, and identified projects that went through the established processes for variance only to find that not all issues with the project were addressed. Others felt that there was too much subjectivity in the inspections and plan review process, allowing for confusion on expectations and execution.

**Existing Incentive Programs** – Currently, the Tax Abatement schedule for downtown is tied with qualifying for the Façade Grant program. This means that projects that do not require façade work or are not updating the exterior of the building are disqualified from receiving tax abatement. This structure may not make sense today in the way it did when the program was established. Additionally, some felt the Façade Grant program misses the target for redevelopment downtown and should be audited for content and effectiveness. The current provides a monetary incentive that does not make a meaningful difference in the overall cost of the project and requires standards some felt were counterproductive to goals of downtown development.

**Deferred Maintenance of Old Structures** – Maintaining the historic elements of an old structure are expensive and labor-intensive, leading some property owners to “defer” the maintenance of their structures. These deferrals can cause structures to deteriorate beyond what is feasible or practical to repair, ultimately leading to the demolition of a contributing building. Currently, items considered “maintenance” of a structure are not covered by an incentive program. These can include tuck-pointing of brick, repairing of rotted wood facades, window repair, etc.





## SUPPORT, FLEXIBILITY, VISION

The suggested actions to address the identified challenges largely fit into three categories: **SUPPORT**, **FLEXIBILITY**, and **VISION**. Though the focus of the discussion was specific to the downtown area, many of the items identified could also be applied more broadly within the city of Ames. The following section expounds on these concepts.

### SUPPORT

- By design, the review and inspections process focuses on identifying areas of the project that are not compliant with established codes and ordinances. This can be perceived as approaching a project with a focus on why a project won't work instead of an attitude of "how can we make this work". It was suggested that a development advocate be established that is present and accessible at all stages of a project to approach projects with a "why not" attitude. This person would coordinate with City leadership, staff, and officials, and with project stakeholders to shepherd projects through the process.
- Established meetings between members of the development community, City Staff, leadership and officials, and other relevant organizations (AMS, AEDC, Campustown, University) to discuss, coordinate, and champion a comprehensive approach to development in the Ames community.
- Establish a Design Review Board to evaluate and approve the aesthetic standards of downtown projects. The board would be comprised of members representing residents, City Staff, credentialed design professionals, and other relevant organizations with vested interest in downtown. The group would evaluate and establish design guidelines consistent with City and development goals.
- Establish a seed fund or forgivable loan program targeted at specific types of essential development.
- Educate developers on the rules and use of the Historic Tax Credit program for an additional funding source for qualifying projects.
- Establish a "Maintenance Grant" targeted at bringing aging buildings up to a stable condition with a sunset period of +/- 20 years. This program would be focused on a "Downtown Development" or "City Center" zone with the goal of preventing historical structures from falling into significant disrepair.

### FLEXIBILITY

- Establish a robust and accessible "variance" process that can be applied on a per-project basis. Staff would be granted the power to make reasonable modifications to established codes on a per-project basis and provide documentation as to the reasoning behind the allowance that can be accessed for future projects. Should enough "variances" of a similar type be identified, a formal code modification or text amendment process can be initiated to make the change applicable more broadly.
- Evaluate current "code modification" and "text amendment" processes with a focus on expediting the decision-making processes. Addressing issues through a formal Council review or Board of Appeals process is time-consuming, intimidating, and often not practical when trying to keep a project on time and on budget. Establishing a process that is more concise and immediate, with staff-level approval expedites the process.
- Additional educational opportunities for staff on "soft skills" to approach project challenges with a "can-do" attitude.

## VISION

- Establishment of a “City Center” or “Downtown Development District,” where targeted programs and project flexibility encourage investment in established development goals. This zone would look at established goals and plans for surrounding areas (Main Street, Lincoln Way Corridor, and surrounding areas targeted for future development in the near-term) and connect these pieces into a unified plan. When considering only Main Street proper, the opportunity for redevelopment is limited by the historic buildings that make the area special, and many of the foundational building blocks for a thriving downtown that the City has worked so hard to establish are excluded. Expanding the vision to include a larger area broadens the possibilities for development and redevelopment, and the infrastructure and amenities the City has worked hard to establish become part of the plan.
- Embrace the duality of old and new structures to maintain the attraction of historic charm and incorporate modern amenities and designs where appropriate.
  - Focus on preserving historic structures on and around Main St. with established guidelines on constitutes “historic” and incent the maintenance and use of these structures.
  - Encourage redevelopment where appropriate to achieve the overarching goals of the vision.
  - Focus on projects that meet the goals of the City, including density of housing, essential amenities, entertainment and retail attractions, and recreation opportunities.
- Develop spaces in the development district intended to encourage gathering.
  - Evaluate closing sections of streets, ether permanently to create a ped mall or by use of removable bollards on an as-needed basis for events.
  - More outdoor gathering space for dining.
  - Spaces designed to host downtown festivals more easily.

The future of Ames is bright. With coordinated effort and a strategic vision, we can maximize that potential for the betterment of generations to come. Thank you for your time and careful consideration. The AEDC and AMS organizations look forward to partnering with you on this exciting vision.



Staff Report

**PAVING REQUIREMENT FOR CEDAR LANE  
RELATED TO THE ANSLEY DEVELOPMENT**

August 22, 2023

**BACKGROUND:**

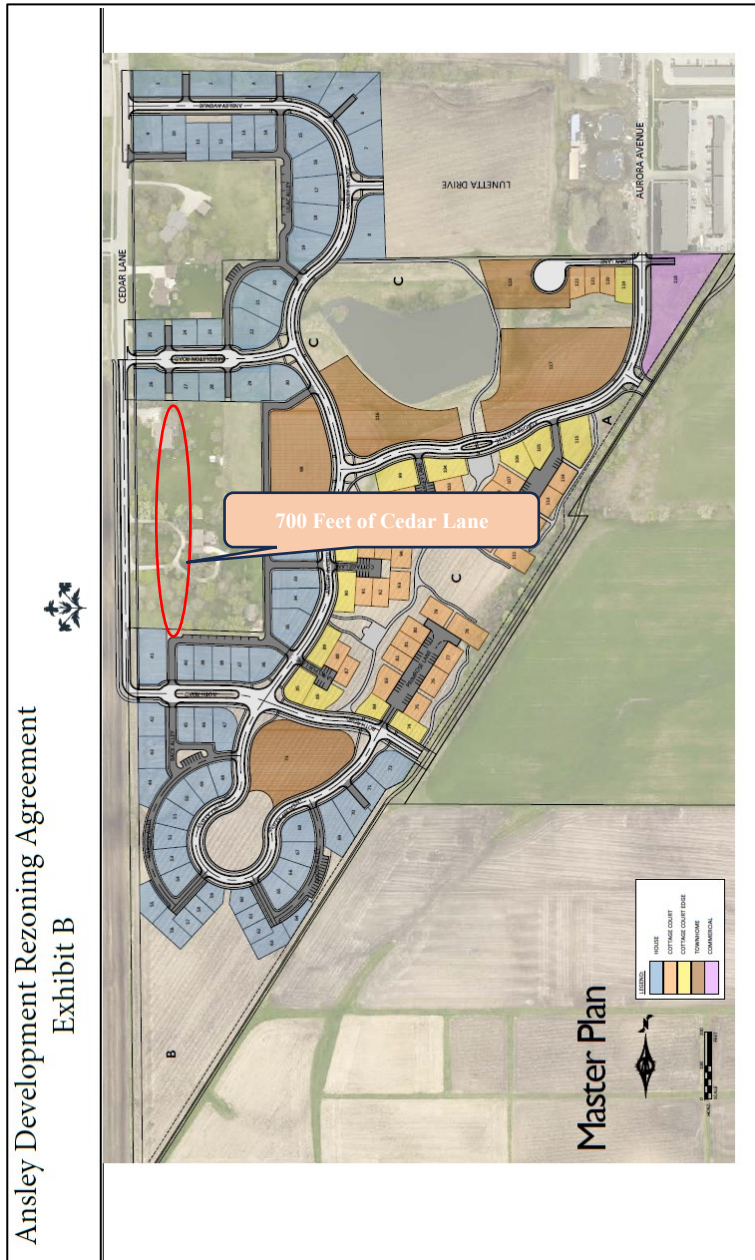
City Council referred a request (see attached) on June 27, 2023, from Steve and Anne Burgason, as the owners and developer of the Ansley Subdivision, to modify the development requirement that requires them to pave approximately 700 feet of Cedar Lane adjacent to their development with future phases of their project. City Council directed on July 14 to put the request on an agenda for discussion.

On April 12, 2022, City Council approved the rezoning of the site to FS-RL with a PUD Overlay with a Master Plan that includes three access points from Cedar Lane and a zoning agreement that specifies that the 700 feet of intervening Cedar Lane frontage between the planned southern and middle entrance would be paved by the developer. (see map next page)

The subdivision Preliminary Plat was approved by the City Council on November 8, 2022. The intervening area of Cedar Lane was shown as an improved paved 26-foot roadway with the preliminary plat. **At the time of preliminary plat approval, City Council approved the waiver of extending Cedar Lane to the southernmost entrance to the development, but maintained the requirement for paving of Cedar Lane between the middle and southern entrances. Timing of the actual paving of Cedar Lane would be tied to a later phase of development related to the southern entrance.**

It should be noted that the City has an agreement that half the cost of paving of Cedar Lane is the responsibility of Iowa State University. ISU inherited this paving requirement when it acquired the unbuilt phases of the Ringgenberg development on the west side of Cedar Lane. **Therefore, the developer is only responsible for the cost of half of this segment of roadway paving.**

**The paving requirement was tied to desire for a complete paved street network to serve the planned development.** No development currently is anticipated between the entrances of the project, and paving of Cedar Lane would connect the development together. As noted above, the developer is responsible for half of the cost in this situation. The City's Subdivision Code requirements of 23.403 related to street improvements were identified within the Preliminary Plat approval as the requirements for street improvements with the development of the site.



The request from the developer to the City Council is for the obligation to pave the portion of Cedar Lane that is not adjacent to their frontage to be removed as an obligation with a future phase.

**OPTION 1: Subdivision Amendment For No Paving Of 700 Feet Of Cedar Lane**

This option would require the developer to seek approval of a new preliminary plat as a major amendment to the approved preliminary plat in order to remove paving of 700 linear feet of Cedar Lane. **This option would allow for consideration of a new plat and would not specify any obligation for paving of Cedar Lane related to the**

**development.** Future paving of Cedar Lane would be accomplished over time only if and when each of the properties along this road section is further subdivided. In the meantime, the road segment will remain unpaved.

*With this option, the Developer would apply for a major amendment to the Preliminary Plat to consider approving the development without the paving requirement.*

### **OPTION 2: A New Agreement For City To Assume Half Of The Paving Cost For The 700 Feet Of Cedar Lane, Rather Than The Developer**

**This option would not require an amendment to the subdivision approval. However, it would require an agreement with the City to share in the cost of paving Cedar Lane specifically for the 700 feet between the entrances of the subdivision, with ISU, rather than the Developer.** Based upon Public Works estimates, paving 700 feet of a 26-foot-wide local street would cost approximately \$400,000. This cost would be split with ISU per the Ringgenberg development agreement. **The City's cost currently is estimated to be approximately \$200,000 for half of the improvement costs of paving the road. However, the paving would not be required until three or more years after the start of the first phase.**

**With this agreement, the developer would be responsible for providing plans for the improvements, but the City would be responsible for constructing the project.**

**As an alternate, the City Council could commit to provide partial funding of developer's share to improve the 700 feet of Cedar Lane, rather than 100% of their obligation.**

*With this option, staff would prepare an agreement for coordination of plans and cost sharing with the Developer as directed by the City Council. No amendment to the Preliminary Plat would be required. The agreement would be required prior to final plat approval for a future phase that would require paving of Cedar Lane.*

### **OPTION 3: No Action at this Time**

The developer is looking forward to future phases of the project and desires clarity as to their future obligations. The current request is based upon cost escalation of the overall development since the time of the original approval related to their first phase. Future phases to the south are anticipated being ready for development three or more years from the start of the first phase. **City Council could either: 1) take no action on the request at this time by determining that the improvements to be constructed with the development are required for the project as approved, or 2) take no action at this time because the paving issue will not be required until a later phase of the project when updated cost estimates will be known to guide a City Council decision.**

**STAFF COMMENTS:**

The primary distinction between Option 1 and Option 2 is whether the City would affirmatively commit to providing some level of funding for the Cedar Lane improvement. Option 1 would make the 700 feet of street improvements the responsibility of the developers of future non-Ansley subdivisions along Cedar Lane. In the meantime, the road segment will remain gravel. Option 2 would commit the City through an agreement to participate either fully or partially in the future street improvement. Paving of this segment of Cedar Lane would not be part of the first phase and would be coordinated with the timing of the start of the southern phase of Ansley. Currently, it is anticipated that this coordination would be a few years into the future.

## Attachment A: Letter to Council

To the Attention of: Ames City Council

June 14, 2023

Re: Request from the Ansley Development for the City of Ames to waive the 700 feet of frontage that is offsite frontage for the Cedar Lane extension. This request is for 1/2 the cost of this frontage as Iowa State University will be assuming the other 1/2 of the cost of this frontage.

### Basis for Request:

- this request for waiver impacts the timing of the construction of the approximately 170 homes in the approved Ansley preliminary plat. The first addition of the Ansley development has begun this year with contractors in place to have Phase One final platted this year. Originally, the Ansley project included this Cedar Lane road cost in our plans with the city. However, development costs were more significant than anticipated in the first addition as indicated in the following points. This request is to remove this obligation, as subsequent phases will be impacted by the obligation for the cost of paving half of the 700 feet of Cedar Lane.
- extensive front end costs of connecting sanitary sewer from Aurora due to the end points for sanitary sewer on Cedar Lane being inaccessible without extensive Cedar Lane road reconstruction. (the sanitary sewer was not required to be continued to the end of the paved Cedar Lane but stops 300 feet short on the west side of Cottonwood). This connection adds an additional 1500 feet of upfront installation of sanitary sewer line at a cost of approximately \$120,000.
- extensive storm water expenses, including the additional storm water flow added when the pipes installed under Cedar Lane (9-10 years ago at the finished Cedar Lane end point) were tripled in their flow capacity (two of them...one from Ringgenberg stormwater and one from ISU field stormwater). At the same time, ISU tiled the normally wetland area in that corner (several acres of their field) which also increased the stormwater flow. This has resulted in an increase to a 4' x 4' box culvert or 60" pipe needed to handle this additional flow. As well, it requires additional pond storage. We are also digging an additional pond on the Roth property to handle temporary storm storage. These additional costs are easily over \$300,000.
- This section of road is all non-development properties on both sides of the Cedar Lane.
- Ansley development is paying for three stub roads for future Ames development on the east side of the development. One on Roth Road heading East, one off Aurora going East and one heading East off of Ansley Blvd. connecting the future Domani last phase of development.
- Ansley has had the additional expenses of paying Xenia \$3000 an acre for water buyout. (Development cost of \$180,000.)
- We have brought in 100% of the current homeowners into the City of Ames (10 property owners) and to do so we paid four of them their increased property tax expense for the five years after annexation.
- We have purchased \$100,000 of wetland buyback.
- The cost of this project in today's bid amounts (for 1/2 of this section of Cedar Lane) is approximately \$150,000.

We are extremely grateful that the city was willing to limit the length of Cedar Lane during our Preliminary Plat approval process. That was a critical piece for us in moving forward with the Ansley Project. We realize we need to constantly be evaluating this development as a whole when it comes to keeping it financially sound. Thank you for your consideration of this request.

Sincerely,

Steve and Anne Burgason



ITEM#: 23  
DATE: 08-22-23  
DEPT: P&H

**COUNCIL ACTION FORM**

**SUBJECT: REQUEST TO INITIATE A ZONING TEXT AMENDMENT FOR BASE ZONING DISTRICT MINIMUM LANDSCAPE PERCENTAGE EXEMPTIONS**

**BACKGROUND:**

On July 27, 2023, City Council directed staff to place on a future agenda a request from Ames Ford Lincoln to amend the City's landscaping standards related to electric vehicle charging stations. Ames Ford Lincoln was recently approved to install a new transformer and 12 charging stations on its 6-acre site. The approved plan included replacement of approximately 300 square feet of displaced landscaping to maintain consistency with the City's current minimum landscape percentage requirement.

The Ames Ford Lincoln site is nonconforming as it sits just below the minimum 15% landscape coverage requirement at approximately 14.5% of landscape coverage. Per zoning standards, a reduction in landscape percentage that would increase the degree of nonconformity is not permitted. Therefore, the applicant proposed to remove 300 square feet of paving to compensate for adding the transformer and chargers to the site within an existing landscaped area. Adding these features within the existing paved area would not have affected the landscape percentage calculation.

**ZONING STANDARDS:**

Many of the City's base commercial and industrial zoning districts include a minimum landscape area requirement as a percentage of the site area (typically 15% – 20%). The percentage requirement works in tandem with the front yard, buffer yards, and parking lot planting requirements, but is an independent standard. This means it is possible that a site may require more than the minimum percentage of landscaped area to accommodate required plantings, or a site may accommodate all the plantings and then have extra landscaped areas to meet the percentage requirements.

The property owner did not propose to remove any required plantings; their issue relates solely to the condition as a previously developed site and its landscape coverage.

The key issue related to the request is the definition of "landscaping" within the Zoning Ordinance, in Section 29.201, cited below:

(110) Landscape, Landscaped, Landscaping, means the improvement of a lot, parcel, or tract of land with grass, shrubs trees flowers and/or groundcovers. Landscaping may include incidental ornamental features such as fountains, statuary, boulders, sculptures, pedestrian paths and other similar natural and artificial objects or improvements only when they are completely surrounded by adjacent plant material.

The definition allows for ornamental features to be excluded from the calculations of landscaped area, but does not allow for features such as paved pads for transformers to be counted as landscaped area. Staff is not aware of any recent decisions to allow for utility equipment pads to count towards landscaping requirements, but also it has not come up as a specific issue until now.

Staff has some minimal latitude related to transformer locations and landscaping requirements within Article IV of the Zoning Ordinance for specific types of site constraints. However, the landscape percentage requirement is a base zoning standard and staff does not believe it has authority to vary from it. Staff did not propose to the applicant to grant relief because of the limits of current requirements.

### **ALTERNATIVES:**

When an applicant has questions about standards, staff advises them of past precedents and options to appeal a staff interpretation to the Zoning Board of Adjustment or to petition City Council for an ordinance change. Staff believes the current definition of landscaping is clear and it is unlikely to be appropriate to have the property owner appeal the staff decision to the Zoning Board of Adjustment. **Assuming the definition is clear in City Council's eyes and the discussion is focused on a change of standards, staff believes there are two primary perspectives related to the requested zoning text amendment and what type of relief is requested or needed.**

The first perspective is to consider the request solely related to electric vehicle chargers. The alternative perspective is broader than that of charging equipment and would consider the issue through the lens of improvements to previously developed sites that are nonconforming and could be affected by any proposed increase of paving or other coverage of a site.

### **ALTERNATIVE 1. Exemption From Landscape Coverage Limitations For Electric Vehicle Charger Equipment For New or Previously Developed Sites**

Council recently adopted setback encroachment allowances for electric vehicle chargers. An allowance for variations to landscape coverage related only to transformers and electric vehicle chargers could be added to the Zoning Ordinance similar to the recent setback allowance.

**This option would only exempt the dimensions of the equipment and would not allow for additional paving in order to create vehicle charging areas.** The approved Ames Ford Lincoln charging equipment is estimated to contain approximately 300 square feet of displaced area for the equipment related to the twelve charging installations.

### **ALTERNATIVE 2. Limited Exemption to Landscape Coverage Limitations for Previously Developed Sites, Not Just For Electric Charging Stations**

Alternative #2 offers a broader landscaped coverage exemption for existing sites which are more constrained than new sites. This option would include vehicle chargers, but could also include other minor improvements for previously developed sites.

Such relief could be up to a 1% area encroachment or a defined amount of area, such as 2,500 square feet. Using a percentage encroachment would allow for larger sites to have more flexibility compared to a defined maximum amount. For Ames Ford Lincoln, 1% would be approximately 2,600 square feet.

**ALTERNATIVE #3. Initiate a different zoning text amendment related to landscape coverage exemptions related to electric charging stations.**

**ALTERNATIVE #4. Do not initiate a text amendment at this time.**

**It should be noted that any exemptions allowed in Alternatives 1,2, or 3 would still require conformance to actual landscape planting and configuration requirements, it would be only a reduction of calculated area.**

**CITY MANAGER’S RECOMMENDED ACTION:**

City Council recently created standards to promote installation of electric charging stations as a balance between typical landscaping requirements and promoting use of electric vehicles. These changes maintained minimum functional landscaping requirements for front yards with setbacks for transformers and allowed for removal of vehicle parking spaces to support equipment, if needed.

The Ames Ford Lincoln installation appropriately is set internally to the site and did not need to take advantage of the setback exception. However, as a previously developed site that was nonconforming for landscape coverage, the new equipment was subject to landscape coverage limitations and necessitated replacement of displaced area. The actual impact to the Ames Ford Lincoln site is de minimis in scope at approximately 300 square feet of area.

**Staff believes that support for any of the alternatives would not have a significant impact on the aesthetics of the City, or this particular site. In addition, a text amendment would facilitate the City Council’s sustainability goal by helping to promote electric vehicle usage. The simplest change would be to support exempting electric vehicle charging station installations. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1.**

The City Council should note that if it initiates a text amendment, Ames Ford Lincoln can continue with its approved plan for installation of equipment during the drafting and review of the zoning text amendment by the Planning and Zoning Commission and the City Council. Use of the charging stations would not be withheld during consideration of the text amendment.

**Attachment A  
Request to Council**



LINCOLN

[www.amesford.com](http://www.amesford.com)

July 19, 2023

Dear Honorable Mayor Haila and City Council Members,

We are writing to ask for a variance or update to the current green space requirements when it comes to incorporating a new "green initiative" into an existing business.

We're installing 12 new Electric Vehicle Chargers on our property and need to remove a small strip of grass in order to accommodate the new row of chargers. As a result, we'll fall below the City's current green space percentage requirement by about 1%. These charging stations will be open to the public and will greatly enhance the citizens of Ames' access to charging infrastructure. Our contractor is currently facilitating 17 of these installations, and the other 16 communities consider the chargers and pads they rest on as green space themselves, or don't take the loss of green space into account when it's being replaced with EV chargers.

We're excited to enhance the public's access to electric vehicle charging and for the environmental benefits that come with more EV's on our roadways.

We appreciate your consideration in adjusting green space requirements for existing businesses that decide to add EV Charging infrastructure.

Respectfully submitted,

Casey & Nick Johnson

Owners

Ames Ford Lincoln

ITEM #: 24  
DATE: 08-22-23  
DEPT: P&H

**COUNCIL ACTION FORM**

**SUBJECT: SPECULATIVE BUILDING AMENDMENT TO THE NORTH DAYTON INDUSTRIAL PARK DEVELOPMENT AGREEMENT**

**BACKGROUND:**

On July 25th, 2023, the City Council directed staff to draft an amendment to the North Dayton Avenue Industrial Park Development Agreement in response to a letter from Chuck Winkleblack representing Dayton Avenue Development LLC. In the letter Mr. Winkleblack explained that Dayton Avenue Development LLC needed additional time to construct the first required Speculative Building and that the building would not be constructed by the current deadline of November 30<sup>th</sup>, 2023. A penalty of \$15,000 is due if the building is delayed. The request is to extend the deadline to May 1<sup>st</sup>, 2024.

Mr. Winkleblack has indicated he should have no issue meeting the proposed May 1<sup>st</sup>, 2024 deadline. He further stated that delays in the federal environmental approval process led to the subdivision infrastructure getting started later than anticipated. This delay means that the first speculative building cannot be constructed and connected to City infrastructure as soon as initially planned.

City staff has drafted an amendment to the Development Agreement changing the deadline of construction of the first speculative building from November 30<sup>th</sup>, 2023 to May 1<sup>st</sup>, 2024. The draft Development Agreement Amendment is attached and has been agreed to and signed by all of the covenant members of the North Dayton Industrial Park.

**ALTERNATIVES:**

1. Approve the attached amendments to the North Dayton Avenue Industrial Park Development Agreement.
2. Decline to approve the proposed amendment.

**CITY MANAGER'S RECOMMENDED ACTION:**

The developer was provided a TIF incentive for development of the subdivision and for a commitment to construct a minimum of one speculative building. The developer was unable to construct the first speculative building in a timely manner due to a delay in the Army Corps of Engineers issuing the necessary permits to proceed. Staff and the developer are comfortable and confident that the first Speculative Building will be constructed as required no later than May 1<sup>st</sup>, 2024. No other terms of the agreement will be amended. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1.

**AMENDMENT TO DEVELOPMENT AGREEMENT FOR  
NORTH DAYTON INDUSTRIAL PARK**

**THIS IS AN AMENDMENT** to an Agreement made by and between the City of Ames, Iowa and Dayton Avenue Development, LLC, an Iowa limited liability company, upon the following terms and conditions:

**1 DEFINITIONS.** When used in this Amendment, unless otherwise required by the context:

- 1.1 “City” means the City of Ames, Iowa, an Iowa Municipal Corporation.
- 1.2 “Developer” means Dayton Avenue Development, LLC, an Iowa limited liability company.
- 1.3 “Development Agreement” means the recorded Agreement, and any existing amendments thereto, presently in force between the City and Developer, its successors and assigns, filed in the office of the Recorder of Story County, Iowa, on October 14, 2022, as Instrument No. 2022-10047, as approved by City Resolution No. 22-547 governing certain improvements upon the Real Property by Developer and certain tax increment financing rebates granted by the City.
- 1.4 “Amendment” means this instrument as signed by the parties hereto.
- 1.5 “Real Property” means the real property (together with all easements and servient estates appurtenant thereto) situated in Ames, Story County, Iowa, legally described as follows:  
The Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Thirty-six (36); the Northeast Quarter (NE ¼) of the Northeast Quarter (NE¼), of Section Thirty-six (36) **except** the North 1 rod and **except** A part of the NE¼ of the NE¼ of Sec. 36-T84-R24W of the 5<sup>th</sup> P.M., Story County, Iowa, described as follows: Beginning at a point on the east line, 16.5 feet south of the NE Corner of said NE¼ of the NE¼; thence N88°41’W 925.0 feet, parallel and 16.5 feet distant from the north line of said NE¼ of the NE¼, thence South 275.0 feet, thence S88°41’E 925.0 feet to the east line of said NE¼ of the NE¼; thence North 275.0 feet to the point of beginning.

**2 CIRCUMSTANCES/BACKGROUND.** After the approval and recordation of the Development Agreement, the Real Property has been subdivided twice: (1) On February 14, 2023, by Resolution 23-075, the City approved North Dayton Industrial Subdivision, Ames, Story County, Iowa, which was filed with the Story County Recorder on February 21, 2023, as

Instrument No. 2023-00969; and (2) On June 27, 2023, by Resolution 23-388, the City approved North Dayton Industrial Subdivision Second Addition, Ames, Story County, Iowa, which was filed with the Story County Recorder on June 29, 2023, as Instrument No. 2023-04341. The terms of the Development Agreement were binding on successors and assigns of the Developer. Subsequent to City approval of the Development Agreement, Developer conveyed a part of the Real Property locally known as 2120 Bailey Avenue, Ames, Iowa, and legally described as "Lot 10, North Dayton Industrial Subdivision, Ames, Story County, Iowa" to Health Ventures of Central Iowa, L.L.C., by a Warranty Deed filed March 10, 2023, as Instrument No. 2023-01350. Additionally, Developer conveyed another part of the Real Property locally known as 2125 Bailey Avenue, Ames, Iowa, and legally described as "Lot 1, North Dayton Industrial Subdivision, Ames, Story County, Iowa" to Ames Industrial, LLC, by a Warranty Deed filed March 17, 2023, as Instrument No. 2023-02620.

**3 ADDITIONAL CIRCUMSTANCES.** Developer has requested an extension of time to construct the First Speculative Building as that term is defined in the Development Agreement. The Development Agreement, at Part IV, paragraph (1), reserved to the Parties (defined as the City, the Developer, or the titleholders of the Lots) the ability to amend with consent. The Development Agreement, at Part II, paragraph (3), stated a deadline of November 30, 2023, for the construction of said First Speculative Building. Developer requests to extend said deadline until May 1, 2024, and the City approves of said extension request.

**4 AMENDMENT.** The Development Agreement, at Part II, paragraph (3), is hereby amended by removing "November 30, 2023" and substituting "May 1, 2024" in lieu thereof.

**5 CONTINUED FULL FORCE.** The Development Agreement shall continue to have full force and effect in accordance with the terms thereof, subject, however, to this Amendment.

**IN WITNESS WHEREOF**, the City and Developer, and Developer's successor and assigns, have executed this Amendment on the dates shown below.

**DAYTON AVENUE DEVELOPMENT,  
LLC**

Dated August 7<sup>th</sup>, 2023.

By:   
Charles E. Winkleblack, Manager

**STATE OF IOWA, COUNTY OF STORY, SS.:** This instrument was acknowledged before me on August 7<sup>th</sup>, 2023, by Charles E. Winkleblack, as Manager of Dayton Avenue Development, LLC.



  
NOTARY PUBLIC

Owner of Lot 1, North Dayton Industrial Subdivision. Ames, Story County, Iowa.

**AMES INDUSTRIAL, LLC**

Dated August 8, 2023.

By:   
\_\_\_\_\_  
Tiffany Earl Williams, Manager

**STATE OF IOWA, COUNTY OF STORY, SS.:** This instrument was acknowledged before me on August 8, 2023, by Tiffany Earl Williams, as Manager of Ames Industrial, LLC.

  
\_\_\_\_\_  
NOTARY PUBLIC





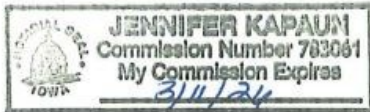
Owner of Lot 10, North Dayton Industrial Subdivision, Ames, Story County, Iowa.

**HEALTH VENTURES OF CENTRAL  
IOWA, L.L.C.**

Dated 8/7/, 2023.

By: *Gary E. Botine*  
Gary Botine, Manager

STATE OF IOWA, COUNTY OF STORY, SS.: This instrument was acknowledged before me on August 7<sup>th</sup>, 2023, by Gary Botine, as Manager of Health Ventures of Central Iowa, L.L.C.



*Jennifer Kapaun*  
NOTARY PUBLIC

Passed and approved on \_\_\_\_\_, 2023, by Resolution No. 23-\_\_\_\_\_,  
adopted by the City Council of Ames, Iowa.

**CITY OF AMES, IOWA**

Attest:

By:

\_\_\_\_\_  
Renee Hall, City Clerk

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

**STATE OF IOWA, COUNTY OF STORY, SS.:**

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by Renee  
Hall and John A. Haila, as City Clerk and Mayor, respectively, of the City of Ames, Iowa.

\_\_\_\_\_  
**NOTARY PUBLIC**

ITEM#: 25  
DATE: 08-22-23  
DEPT: ELECTRIC

**COUNCIL ACTION FORM**

**SUBJECT: UNIT 7 AIR HEATER BASKET REPLACEMENT FOR POWER PLANT**

**BACKGROUND:**

The Unit 7 Boiler utilizes an air preheater to capture the heat from the exhaust gas and transfer the energy to the incoming combustion air to warm it to the temperature needed for efficient combustion of the fuel. The air heater is made of multiple baskets filled with sandwiched layers of steel that rotate between the exhaust and inlet air ducts. The rotation cools the exhaust and warms the incoming air.

There are three sections of baskets in the air heater; cold, intermediate, and hot. The Unit 7 cold and intermediate baskets were last replaced about 10 years ago and the hot-end baskets are over 20 years old. Over time the basket material corrodes, deteriorates, and loses thermal efficiency. All the baskets have deteriorated extensively since they were last replaced. Corrosion of the cold and intermediate baskets are likely accelerated due to the combustion of natural gas and RDF (chloride gases), combined with the temperature of the gases at the cold end.

Black & Veatch, an engineering firm that works extensively within the electric industry, has recommended that the City negotiate directly with the Air Preheater Original Equipment Manufacturer (OEM), Arvos Ljunstrom LLC. This letter of recommendation is attached.

Arvos Ljunstrom, LLC (OEM) has recommended using an enameled coating on the cold-end baskets, which would inhibit the corrosion resulting from the natural gas and RDF combustion.

**Arvos Ljunstrom, LLC is the most practical and cost-effective provider for the needed replacement baskets. This requires a single source purchasing arrangement with Arvos Ljunstrom, LLC, which is why a waiver of the City's purchasing policy requirement for formal bidding procedures is also needed. Based on the expertise of Arvos Ljunstrom, LLC with this type of repair, the technicality of the work, and the unique modification being made to the baskets, both Black & Veatch and staff believe the quoted price of \$338,141.40 (inclusive of sales tax) to be reasonable.**

Funding for these baskets is available from the approved FY 2022/23 Capital Improvement Plan. This currently contains \$350,000 to cover this purchase.

The installation of these baskets will require a construction permit issued by the Iowa Department of Natural Resources (IDNR). Gaining a permit is standard practice for this type of project. The application for this permit is currently being assembled by staff, but it is anticipated the application will take a couple months for the IDNR to review and issue the permit. The lead time for the baskets is 28 weeks. Staff would like to purchase the baskets now so that they are available to be installed in April of next year. If the baskets arrive before the permit is issued and/or ready before replacement is planned, the baskets will be stored onsite until ready to be installed. It is staff's assessment that the risk of purchasing the baskets and not receiving a permit from the DNR is minimal.

**ALTERNATIVES:**

1. Waive the City's purchasing policy requirement for formal bidding procedures for Unit 7 Air Heater Basket Replacement for Power Plant and award a contract to Arvos Ljunstrom, LLC, Wellsville, New York, in the amount of \$338,141.40 (inclusive of sales tax).
2. Do not approve and direct staff to solicit bids for these repairs.

**CITY MANAGER'S RECOMMENDED ACTION:**

The replacement of the heater baskets is imperative for the thermal performance of the Power Plant. By not replacing the baskets, the Power Plant's efficiency to produce electricity is inhibited. Additionally, the currently corroded baskets create a maintenance burden by requiring periodic cleaning and unplugging to maintain flue gas exhaust flows to maintain plant performance and continuous operation. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.



August 2, 2020

Kristin Evans  
Power Plant Engineer  
City of Ames  
502 Carroll Avenue  
Ames, Iowa 50010  
Email: [kristin.evans@cityofames.org](mailto:kristin.evans@cityofames.org)

Black & Veatch Project No. 405478  
B&V File 14.4000

**Subject: Unit 7 Air Preheater Basket Replacement Approach Recommendation**

Dear Kristin Evans:

This letter is in response to The City of Ames' (CoA) request for guidance regarding Unit 7 air preheater basket replacement activities. Black & Veatch (B&V) understands that CoA needs to replace the baskets in Unit 7 air preheater and is seeking guidance on the implementation.

B&V's recommendation is to negotiate directly with the Air Preheater OEM with the following justifications.

- 1) The commercial availability of companies who can support effective analysis and perform the complete work of air preheater basket replacement is limited. (The efficacy of competitive bid relies on the premise that several companies are available to make the bid process competitive. Due to the limited number of companies, the efficacy of the competitive bid process is severely reduced.)
- 2) Air preheater baskets and related appurtenances are highly specified components affecting the efficiency, performance, and reliability of Unit 7. Design of these components requires integral knowledge of original manufactured parts – already available to the OEM.
- 3) An effective competitive bid process requires developing and issuing full specifications, including detail manufacturing drawings (which at times are proprietary to the OEM), bid issuance, analysis, and award. Resulting in substantial time to project award as well as cost.
- 4) The potential cost difference in a competitive bid process does not offset the full design and plant understanding of the OEM as well as the ability to deliver a reliable system in a timely manner.

In B&V's opinion, there is limited value in developing a specification for an open bid activity. B&V recommends that CoA contract directly with Ljungstrom for the replacement baskets (supply only). B&V can review the technical proposal from Ljungstrom and provide CoA feedback, which is significantly less time and cost than those related to competitive bidding.

Further, in your case, we understand that CoA has discussed the replacement project with the OEM resulting in recommended enameled basket upgrades. This is a standard approach to fight corrosion, and we generally agree with the recommendation.

Thank you for allowing Black & Veatch to assist City of Ames with this important project. If you have any questions, or require any additional information regarding this recommendation, please contact Melissa Womack (Tel: 913-458-7097, email: [womackmj@bv.com](mailto:womackmj@bv.com)).

Very truly yours,

BLACK & VEATCH CORPORATION



Mark Steutermann  
Project Manager

cc: M. Womack  
K. Whitehead

**COUNCIL ACTION FORM**

**SUBJECT:** PURCHASE AGREEMENT FOR PROPERTY AT 5658 ONTARIO STREET (SANDS-MCDORMAN PROPERTY)

**BACKGROUND:**

In approximately 2011-12, City staff held initial conversations with the owners of the property at 5658 Ontario Street regarding purchasing this land for a City park. The property, referred to as the Sands – McDorman (SMD) property, is outlined in green in Figure 1 below (North is at the top).

**Figure 1**



The SMD property consists of three parcels totaling 77.85 acres (see Figure 2). Parcel 1 is 8.6 acres; Parcel 2 is 40.0 acres; Parcel 3 is 27.28 acres. Public roads account for the remaining 1.97 acres.

Figure 2



Following these initial conversations in 2011-12, the owners decided not to sell at that time. Subsequently, staff was approached by the owners in 2021 to see if the City was still interested in purchasing this property. Staff indicated the City may be interested and several conversations were held about this proposal. The primary desire of the owners is to have this land developed into a City park.

In 2013, the Iowa Natural Heritage Foundation (INHF) contracted with Hertz Farm Management to complete an appraisal on the property. The property's appraised value was determined to be \$1,100,000. When the City was made aware of the seller's renewed interest in selling the property in 2021, the INHF contracted with Hertz Farm Management to update the 2013 appraisal. **The new appraised value of the entire property is approximately \$1,790,000.** Table 1 shows a breakdown of each parcel's appraised value.

Table 1

Parcel	Appraised Value
1	\$ 202,874
2	\$ 943,600
3	\$ 643,526
<b>Total</b>	<b>\$1,790,000</b>

Staff presented this information to City Council at its September 13, 2022 meeting. Council was in favor of purchasing Parcels 1 & 2 to develop this property in the future as a community park. **Council directed staff to negotiate a purchase agreement for Parcels 1 and 2 of Sands-McDorman Property (5658 Ontario Street) in the amount not to exceed \$1,146,474. The owners intend to keep Parcel 3 at this time.**



**FUNDING FOR LAND ACQUISITION:**

Sufficient funding existed to finance this land acquisition solely from the Park Development Fund. Despite this, staff submitted applications for Resource Enhancement and Protection (REAP) and Land and Water Conservation grants to offset a portion of the purchase price. **The City has been approved to receive funding from both grants, which lessens the amount needed from the Park Development Fund.** The funding for this land acquisition is shown in Table 2.

**Table 2**

<b>Funding Source</b>	<b>Amount</b>
Park Development Fund*	\$ 771,474
REAP Grant	\$ 200,000
Land and Water Conservation Grant	\$ 175,000
<b>Total</b>	<b>\$1,146,474</b>

\*As of June 30, 2023, the Park Development Fund balance is \$1,361,589

**PURCHASE AGREEMENT:**

Staff has met with the property owners to determine the conditions of the purchase which have been incorporated into the Purchase Agreement (Attachment A). Several of the highlights of the agreement are summarized below:

**Section 1.4 Purchase Price** – The purchase price is \$1,146,474.

**Section 1.5 Closing Date** – This is scheduled for 10:00 AM on September 18, 2023

**Section 6 Tenants** – The Seller currently leases the land on the south portion of the property to a local farmer for agricultural production. Section 6.6 requires the Seller to terminate this lease by September 1, 2023. The City will then determine if it wants to continue to lease a portion of the purchased land to a farmer or farm management company.

**Section 7 CRP** – The Seller has notified the Iowa Department of Natural Resources to terminate the contract for the land currently in the Conservation Reserve Program (CRP), as the City does not agree to keep this land in the CRP.

**Section 16 Access Reservation** – Since the Seller will be keeping Parcel 3, the Seller may reserve a right of access to and from the adjacent right-of-way to their land. The reservation of access rights is shown in Exhibit B of the agreement and the access area is shown in Exhibit C.

**Section 21 Personal Property** – All personal property shall be removed by the Seller at their expense prior to closing. A walk-through inspection between the Seller and Buyer will occur seven days prior to closing.

**Section 26 Private Wastewater Systems** – The Seller is required to have the septic system pumped and the bottom of the tank demolished so it does not hold water. Additionally, terms for an inspection of the system are detailed in this section.

**Section 29 Signage** – The City agrees to install signage to indicate the park boundary along the western property line of the land being purchased adjacent the Seller's remaining property.

### **FUTURE DEVELOPMENT:**

**The City Council should understand that purchasing land for a future community park is only the first step in the park development process. Developing the park will require years to plan and implement. Additionally, the cost to fully develop this park over time could be several million dollars.**

After purchasing the land, one of the first steps will be the development of a concept plan for this new park. Staff will need to host a series of community-wide meetings to determine how residents would like to see the park developed. **Since the costs to develop this park would be significant, a phased plan would need to be created so the park could be developed over time.** In addition, grant funding will be applied for regarding trails, facilities/amenities, and natural elements (i.e. pollinator gardens, streambank stabilization, nutrient reduction in waterways, etc.).

Until such time that a plan is developed and funding secured, staff will do the following:

- Solicit buyers to move the existing house off the property. If a buyer is not found, the house will be demolished.
- Solicit buyers for the wood on the barn and corn crib and then demolish what remains.
- Per Council direction, conduct further inspection of the milk house building and garage and, if feasible, incorporate them into the final park design.
- Remove hazardous trees, unwanted fencing, and invasive species as time allows.
- Manage the prairie areas (e.g. burning, mowing, etc.) as needed.
- Mow paths throughout the property so residents can enjoy the park until it is fully developed.

**ALTERNATIVES:**

1. Approve the Purchase Agreement in the amount of \$1,146,474 for the Sands-McDorman property located at 5658 Ontario Street.
2. Do not approve the Purchase Agreement for the Sands-McDorman Property.
3. Refer the agreement back to staff for modification or for further information.

**CITY MANAGER'S RECOMMENDED ACTION:**

There has been a long-standing goal of the Park Master Plan to add a Community Park on the west side of Ames. The availability of sufficient land to accommodate this type of park is limited, and the property owner of the Sands-McDorman property is willing to sell to allow this land be developed into a park. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, as described above.

Fortunately, the Park Development Fund was created to allow the City Council to respond in a timely manner to opportunities to expand the City's park system without having to wait for the annual budget process, and there are sufficient funds available to accomplish this purchase. Additionally, \$375,000 in grant funding has been secured which reduces the amount of funding needed from the Park Development Fund.

It must be remembered that the ultimate development of this land into a Community Park will be a multi-million-dollar project. Given the significant number of major park projects already planned for and yet to be accomplished in our park system, the development of this new park will not occur in the immediate future.

## Real Property Purchase Agreement

**THIS IS AN AGREEMENT** made by and between Seller and Buyer upon the following terms and conditions:

- 1 **Definitions & Summary.** As used in this Agreement, unless otherwise required by the context:
  - 1.1 "Effective Date" means the date this Agreement becomes effective by its execution by both of the parties hereto.
  - 1.2 "Seller" means, Timothy McDorman, as Trustee of the Sands-McDorman Trust, whose mailing address for the purpose of this Agreement is: 604 Agg Avenue, Ames IA 50014.
  - 1.3 "Buyer" means the **City of Ames, Iowa**, an Iowa municipal corporation, whose mailing address for the purpose of this Agreement is: 515 Clark Avenue – P.O. Box 811, Ames IA 50010.
  - 1.4 "Purchase Price" means u.s.\$1,146,474.00.

"Real Property" means the real property, together with all easements and servient estates appurtenant thereto, located in Story County, Iowa (Parcels No. 09-06-100-205 and 09-06-100-400) and legally described as follows: See Exhibit 'A' attached hereto for legal description.

*[Approximately 49 acres more or less]*

The foregoing legal description, if abbreviated or inaccurate, shall be amended as necessary to conform to the correct and proper legal description as shown by abstracting or surveying as provided in this Agreement.
  - 1.5 "Closing Date" is at **10:00 A.M. on September 18, 2023**.
  - 1.6 "Date of Possession" shall be the Closing Date, the date on which Buyer is to receive possession of the Real Property from Seller and are thereafter entitled to the beneficial use of the Real Property.
  - 1.7 "Closing" means a meeting of Seller and Buyer, or their agents, at which the transaction contemplated by this Agreement is finally concluded by delivery of a deed conveying title in the Real Property to Buyer and payment of the purchase price to Seller.
  - 1.8 "Agreement" means this instrument as signed by Seller and Buyer.
- 2 **Sale & Purchase.** Buyer agrees to buy, and Seller agrees to sell the Real Property upon the terms and conditions set out in this Agreement.
- 3 **Purchase Price.** Buyer agrees to pay the total Purchase Price for the Real Property to Seller as follows:
  - 3.1 **Payment at Closing.** At the Closing of this Agreement, Buyer agrees to pay to Seller the Purchase Price in the amount of \$1,146,474.00 as may be adjusted by other provisions of this Agreement. Payment shall be in the form of a wire transfer, an ACH direct deposit, a City of Ames check, or a bank money order issued by a commercial bank doing business in the state in which the Real Property is located and insured by the Federal Deposit Insurance Corporation.
- 4 **Closing.** The Closing of this Agreement shall take place on the Closing Date above stated at City Hall, 515 Clark Avenue, Ames, Iowa, or such other time and place as the parties may mutually agree. At Closing, Seller shall furnish, *if applicable and as required*: the deed; a bill of sale for included personal property; a Title Guaranty or title insurance affidavit; a mechanic's lien affidavit; an assignment of leases; tenant and mortgagee estoppel letters; the Iowa Department of Revenue's required Declaration of Value Statement; the Iowa Department of Natural Resources' required Groundwater Hazard Statement; proof of authority to execute instruments on behalf of an entity; a certificate duly executed by Seller under penalty of perjury certifying that each Seller is not a "foreign person" as may be required under 26 U.S.C. sec. 1445, as amended, and any regulations thereunder; and any corrective title instruments. The Iowa Real Estate Transfer Tax pursuant to chapter 428A of the Code of Iowa, the cost of preparing instruments necessary to convey title, and costs of recording instruments required to cure title deficiencies and to document authority of or

reliance on Seller's authority to convey shall be paid for by Seller. Seller transfer tax, real property taxes (both levied and future as provided hereinafter), and similar charges to the Seller customarily paid by a seller shall be offset against the purchase price at Closing. Seller shall timely provide to Buyer or Buyer's agents and employees the pay-off statements for all mortgages or other liens encumbering the Real Property. Buyer or Buyer's agents may, at their discretion, withhold from the Purchase Price the sums due such creditors together with such interest and fees as determined by Buyer or Buyer's agents necessary for the release of the liens and remit such sums directly to such creditors on behalf of Seller.

- 5 **Date of for Accruals.** If Seller and Buyer hereafter select an alternate Date of Possession, such alternate date shall become the effective date for the accrual of interest earned under this Agreement and the proration of real estate taxes, utility charges, and rentals.
- 6 **Tenants.** This Agreement is subject to the leasehold rights of a tenant (Donald Uthe) presently farming the Real Property.
- 6.1 Seller has provided to Buyer the Lease Agreement ("Iowa Cash Rent Farm Lease") dated November 12, 2011, with the farm tenant, Donald Uthe. Seller certifies that there are no other leasehold interests upon the Real Property.
- 6.2 At the Closing, Seller shall assign and transfer to Buyer on the Date of Possession all lease agreements with the tenant as to the Real Property, to be effective on the Date of Possession.
- 6.3 Seller shall retain all rents attributable to the crop year ending March 1, 2024.
- 6.4 While in continued possession of the Real Property, Seller shall ensure that the Real Property is cultivated in accordance with the best farming practices and in a good husbandmanlike manner to as the nature of the soil and the season will permit, maintaining soil fertility and not unduly depleting fertility.
- 6.5 Seller shall indemnify and hold Buyer harmless from as to all claims asserted and suits prosecuted against Buyer by third parties for injuries and damages to persons or property arising out of acts or omissions of Seller and Seller's relationship to Buyer under the lease agreement for the crop year ending March 1, 2024. Indemnification under this paragraph shall include, but not be limited to, a judgment amount awarded by a court plus accrued interest, a negotiated settlement amount, fines, penalties, and attorney fees and other costs of defending against such claims and suits. The covenants and agreements of the parties contained in this paragraph shall survive the performance of all other provisions of this Agreement and shall thereafter be enforceable.
- 6.6 Prior to September 1, 2023, Seller shall terminate the existing leasehold interest described herein as to the Real Property in a manner consistent with Iowa Code § 562.6. Prior to Closing, Seller shall provide the Notice of Termination and sufficient evidence of proper and timely service of said Notice to Buyer.
- 7 **CRP.** Seller represents that all or a part of the Real Property is presently in the Conservation Reserve Program ("CRP"), and Buyer does not agree to continue to maintain the Real Property in CRP. Seller shall be entitled to rental payments accruing before the Date of Possession. Prior to Closing, Seller shall terminate the CRP contract on the Real Property and provide evidence of said termination to Buyer. Seller shall be responsible for all consequences, financial and otherwise, associated with the termination of removing the Real Property from the CRP Program and shall hold harmless and indemnify Buyer from the same. The covenants and agreements of the parties contained in this paragraph shall survive the performance of all other provisions of this Agreement and shall thereafter be enforceable.
- 8 **Real Property Taxes.** Real property taxes are levied annually upon the Real Property by public authorities for each fiscal year ended June 30 (the "levy year") and are payable during the subsequent fiscal year (the "collection year") without penalty, if paid in two equal installments on or by September 30 and March 31 of the collection year. Seller agrees to pay all of the real property taxes previously levied upon the Real Property and all or any prorated part of future real property taxes

to be levied upon the Real Property and attributable to a levy year or any part of a levy year preceding (i.e., up to, but not including) the Date of Possession. Buyer agrees to pay, before they become delinquent, all other real property taxes levied upon the Real Property.

- 9 **Assessments for Public Improvements.** Seller agrees to pay all special assessments levied or to be levied against the Real Property for public improvements which have been installed at the date of this Agreement; and Buyer agrees to pay, before they become delinquent, all other special assessments that may be levied against the Real Property for public improvements installed in the future. Seller represents that Seller has not received a notice regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Real Property. Any such notice received by Seller after the date of this Purchase Agreement and before Closing shall be provided to Buyer immediately.
- 10 **Utility & Maintenance Charges.** Seller agrees to pay all charges for solid waste removal, sewage and other utility services and assessments for maintenance of the Real Property attributable to any period preceding the Date of Possession.
- 11 **Property Status – “As Is.”** Buyer acknowledges that they have made a sufficient and satisfactory inspection of the Real Property and are purchasing the Real Property in its “as is” condition.
- 12 **Status Quo.** Seller shall maintain the Real Property in the condition substantially the same as it exists on the date of this Agreement until the Date of Possession, except as provided by this Agreement and except for ordinary wear and tear. Seller agrees to have all utility systems and mechanical systems in good working order on the Date of Possession; and Buyer shall have the right to inspect same immediately prior to the Date of Possession. Personal property (including waste) not included as a part of the sale of Real Property must be removed by and at the expense of Seller before the Date of Possession.
- 13 **Risk of Casualty Loss on Seller.** Seller agrees to keep in force at their expense until the Date of Possession existing insurance policies insuring against loss by fire, tornado and other casualties customarily covered by extended coverage all improvements now or hereafter constituting a part of the Real Property. Seller assumes all risk of loss to the Real Property due to fire, storm or other casualty occurring before the date of possession. If any of the Real Property is substantially damaged or destroyed by fire, storm or other casualty before the Date of Possession, Seller shall promptly notify Buyer thereof and furnish to Buyer a written statement of the amount of any insurance payable on account thereof. For purposes of this Agreement, the Real Property shall be deemed to be substantially damaged if the cost of replacement or repair of all damage before the Date of Possession will exceed \$1,000. Within ten days after receipt of notice of any such damage or destruction and the written statement of insurance payable on account thereof, Buyer may elect to terminate this Agreement by written notice of termination to Seller. Upon such termination, any part of the purchase price previously paid shall be promptly refunded to Buyer, and thereafter neither Buyer nor Seller shall have any further obligation under this Agreement. If Buyer fails to make such election to terminate, Seller shall apply all insurance proceeds payable by reason of such damage or destruction to the payment of the purchase price and any excess proceeds shall be payable to Buyer. If the Real Property is not substantially damaged, it shall be repaired or replaced at Seller’s expense before the Date of Possession. All insurance proceeds payable by reason of damage which Seller are obligated to repair or replace shall be paid to Seller.
- 14 **Abstract.** Seller agrees to deliver forthwith to Buyer for Buyer’s examination an abstract of title to the Real Property continued at Seller’s expense to the date of this Agreement showing merchantable title in conformity with this Agreement, Iowa State Bar Association’s *Iowa Land Title Standards*, and Iowa land title law. After Buyer’s examination, the abstract shall be held by Seller. With delivery of the deed, Seller shall deliver the abstract to Buyer. Seller agrees to pay for any additional abstracting which may be required by acts, omissions or change in the legal status of Seller occurring before delivery of deed.
- 15 **Deed.** Upon payment of all sums owing by Buyer to Seller provided by this Agreement, Seller agrees to execute and contemporaneously to deliver to Buyer a deed conveying the Real Property

to Buyer in fee simple absolute. The deed shall contain general warranties of title, provided, however, that the warranties shall be limited, with respect to the period after equitable title passes to Buyer under this Agreement, to the lawful claims of persons claiming by, through or under Seller. The deed shall be subject to: (a) Liens and encumbrances suffered or permitted by Buyer and taxes and assessments payable by Buyer. (b) Applicable zoning, subdivision, health and rental housing regulations; restrictive covenants of record; and existing easements, streets and other public right-of-way that may cross the Real Property.

- 16 Access Reservation.** Seller may reserve a right of access to and from the adjacent right-of-way to Seller's land ("Remnant Parcel") located in the East Half of the West Fractional Half of the Northwest Fractional Quarter of Section 6, Township 83 North, Range 24 West of the 5th P.M. over land described as the West 385 feet of the North 500 feet of the East Fractional Half of the Northwest Fractional Quarter of Section 6, Township 83 North, Range 24 West of the 5th P.M. The right of access shall terminate the earlier of the date on which the Seller or Seller's beneficiaries transfer ownership of the Remnant Parcel to an unrelated party or ten years. The reservation of access rights will be in conformance with the attached Exhibit B and as illustrated in Exhibit C attached hereto.
- 17 Survey.** If required by Buyer prior to Closing, the precise boundaries of the Real Property shall be determined by a field survey to be made at Buyer's expense, and a survey drawing thereof showing such boundaries by courses and distances and certified by a registered land surveyor. The boundary description determined by such survey shall be used to describe the Real Property in the deed by which Seller convey title to Buyer.
- 18 Buyer To Plat.** Buyer assumes all responsibility for satisfying all subdivision platting requirements applicable to the Real Property under Chapter 354 of the Code of Iowa and local ordinances.
- 19 Condition & Conformance.** Seller represents and warrants with respect to the Real Property that Seller has not received any notice from any governmental authority as to condemnation proceedings or violation of any law, ordinance, or regulation and that the conveyance of the Real Property will not violate any applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement binding or otherwise applicable to Seller or the Real Property. If the property is subject to easements or restrictive covenants, Seller warrants that Seller have not received any notice from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to Buyer immediately.
- 20 Fixtures.** All personal property that integrally belongs to or is part of the Real Property, whether attached or detached, such as floor coverings, window and door treatments, light fixtures, electrical service cables, plumbing fixtures, water heater, water softener, sump pump, heating and cooling equipment, door chimes, and built-in furniture, fencing, trees and plants, radio and television antennae and automatic garage door opener, shall be considered a part of the Real Property and included in this sale. Notwithstanding the foregoing, Buyer and Seller agree that Buyer may elect to remove temporary fencing and plants around the house in the garden beds (t-posts and chicken wire) prior to Closing.
- 21 Personal Property.** Seller shall remove all personal property not included in this sale, at Seller's expense prior to the Date of Possession. Specifically, Seller shall be responsible for removing all dumpsters, appliances left outdoors, vehicles, machinery (including, but not limited to, the equipment and implements near the creek) and all hazardous materials on or upon the Real Property prior to the Date of Possession, or Buyer may elect to withhold funds at the time of Closing to pay for the removal of said items from Seller's sales proceeds. Seller shall give access to Buyer to the Real Property to conduct a walk-through inspection within seven (7) days of the Closing Date to identify remaining personal property items that must be removed from the property prior to Closing. Buyer shall have no obligation to close the transaction if Seller fails to remove personal property identified for removal.

- 22 **Timeliness.** Timely performance is the essence of this Agreement. No delay in exercising any right or remedy, however, shall be deemed a waiver of or preclude the exercise of such right or remedy or constitute a waiver of any existing or subsequent default.
- 23 **Forfeiture.** If Buyer fails to perform this Agreement, Seller may forfeit this Agreement as provided by Iowa Code ch. 656. Buyer shall have no right of reclamation or compensation for money paid or improvements made, if any, which shall be retained by Seller as compensation for use of the Real Property, as liquidated damages, or both. Upon completion of forfeiture, Seller may treat any person in possession as tenants holding over after the expiration of a lease and may remove them as provided by Iowa Code ch. 648 or any other legal or equitable remedy.
- 24 **Foreclosure.** If Buyer fails to perform this Agreement, Seller may foreclose this Agreement as provided by Iowa Code chapter 654 and a receiver may be appointed. The period of redemption after sale provided by Iowa Code section 628.3 may be reduced.
- 25 **Notices.** Unless otherwise required by law, any notice or demand required or permitted by the terms of this Agreement shall be sufficient and deemed complete when expressed in writing and either (a) personally delivered to the person entitled thereto, or (b) deposited at any office of the United States Postal Service in the form of certified mail addressed to the last known mailing address of the party entitled thereto, or (c) served on the party entitled thereto in the manner of an original notice under the Iowa Rules of Civil Procedure, or (d) delivered electronically with acknowledgment of delivery by the receiver, or (e) delivered by a reputable private courier service, such as FedEx or UPS, which provides and does provide evidence of delivery to the party.
- 26 **Private Wastewater Systems.** There is a private wastewater or septic system connected to a building upon the Real Property. Prior to Closing, and at the sole expense of the Seller, Seller shall be responsible for pumping the septic system tank and demolishing the bottom of the tank by breaking up or punching holes in the structure so that it is not able to hold water. After the approval of this Agreement by the Ames City Council, Buyer shall promptly determine whether Buyer is able to enter into a "Time of Transfer Inspection Waiver for Building Demolition" with the Story County Board of Health containing terms that are acceptable to the City of Ames. If, in Buyer's sole judgment, Buyer cannot enter into a Waiver acceptable to Buyer, Buyer shall promptly notify Seller and Seller shall cause a state-certified Time of Transfer inspector to inspect and report on the condition of the wastewater disposal system for the Real Property. The cost of any remedial action required by the inspection, if any, shall be done at the expense of the Seller prior to closing, unless Buyer and Seller agree to the contrary by a written amendment to this Agreement.
- 27 **Private Water Supply Systems.** If there is a private well or water supply system upon the Real Property, promptly after the execution of this Agreement and at their expense, Seller shall cause a qualified inspector to inspect and report on the condition of the well or water system for the Real Property. If it should be determined that there is a substantial failure of the system to comply with the health regulations of the county in which the Real Property is located or of the Iowa Department of Natural Resources, Buyer shall have the option to rescind this Agreement by giving notice of such election to the Seller within seven days after receiving the report. The cost of any remedial action required by the inspection, if Buyer elects to proceed to Closing, shall be done at the expense of the Seller prior to closing, unless Buyer and Seller agree to the contrary by a written amendment to this Agreement.
- 28 **Affidavit As To Mechanic's Liens.** Seller shall furnish to Buyer at the time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding the date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of mechanics' liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for



improvements or repairs which could serve as a basis for a mechanic’s lien or a claim for damages have been paid or will be paid at the Closing of this Agreement.

- 29 **Signage.** After the Closing of this Agreement, Buyer shall install signs on the western boundary of the Real Property abutting the Remnant Parcel (Story County Parcel No. 09-06-100-140), as that term is defined herein, designed to warn trespassers from entering the Remnant Parcel owned by Seller. The content, number and placement of said signage shall be at the Buyer’s sole discretion, however, Buyer shall consult with Seller and provide a draft sign for review prior to installation.
- 30 **Broker’s Commission.** Seller and Buyer represent, respectively, that they have not engaged or used the services of a broker at any time for purposes of consummating the transaction represented by this Agreement and that no broker is entitled to any compensation as a result of the consummation of the transaction represented by this Agreement.
- 31 **City Council Approval.** This Agreement is subject to approval by the Ames City Council. If such approval should be denied, this Agreement shall thereupon become null and void.
- 32 **Entire Agreement.** This instrument constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior oral or written agreements, statements, representations, and promises. No addition to or change in the terms of this Agreement shall be binding upon the parties unless it is expressed in a writing signed by the parties.
- 33 **Parties.** Words and phrases used in this Agreement shall be construed as in the single or plural number and as the masculine, feminine or neuter gender according to the context. “Parties” refers to both Seller and Buyer together. “Party” may refer to either a Seller or a Buyer. If a Seller or a Buyer, as defined in this Agreement, consists of two or more entities or persons, each is jointly and severally liable and responsible for the duties and warranties of that party.
- 34 **Interpretation.** This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

IN WITNESS OF THIS Agreement Seller and Buyer have executed this instrument under date of \_\_\_\_\_, 2023.

**SELLER:**

**SANDS-MCDORMAN TRUST**

Dated \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Timothy McDorman, Trustee

**STATE OF IOWA, COUNTY OF STORY, SS.:**

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by Timothy McDorman, as Trustee of the Sands-McDorman Trust.

\_\_\_\_\_  
**NOTARY PUBLIC**

**BUYER:**

Passed and approved on \_\_\_\_\_, 2023, by Resolution No. 23-\_\_\_\_\_ adopted by the City Council of the City of Ames, Iowa.

**CITY OF AMES, IOWA**

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

At-  
test: \_\_\_\_\_  
Renee Hall, City Clerk

**STATE OF IOWA, COUNTY OF STORY, SS.:**

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by John A. Haila and Renee Hall, as Mayor and City Clerk, respectively, of the City of Ames, Iowa.

\_\_\_\_\_  
**NOTARY PUBLIC**

Exhibit A  
Legal Description

The East Fractional Half (E Frl.  $\frac{1}{2}$ ) of the Northwest Fractional Quarter (NW Frl.  $\frac{1}{4}$ ) of Section Six (6), Township Eighty-three (83) North, Range Twenty-four (24) West of the 5<sup>th</sup> P.M., Story County, Iowa **EXCEPT** Tract "B", a part of the NW Frl.  $\frac{1}{4}$  of Sec. 6 -T83N-R24W of the 5<sup>th</sup> P.M., Story County, Iowa, as shown on the "Acquisition Plat" filed in the office of the Recorder of Story County, Iowa, on September 19, 1996, as Inst. No. 96-10066, Book 14, Page 73, **AND EXCEPT** Public Road Right of Way.

Exhibit B  
Deed Reservation of Temporary Access

**Reservation of Access Rights.** Grantor reserves to Grantor and certain successors in interest as described hereinafter a temporary easement for a right of access to and from the public right-of-way over and across the following described area: West 385 feet of the North 500 feet of the East Fractional Half of the Northwest Fractional Quarter of Section 6, Township 83 North, Range 24 West of the 5th P.M. This reservation of access rights is subject to the following conditions: (1) The City of Ames shall have no responsibility for the maintenance or costs of the access. (2) Grantor shall indemnify and hold the City of Ames harmless from Grantor's use of the temporary easement area and the access and shall bear all costs of repair to the access easement area occasioned by Grantor's use. (3) The existing path shall not be enlarged. (4) It is intended that the Grantor and the trustor's family members only shall have a right to maintain this access. This temporary easement for access shall terminate the earlier of ten years from the recording of this instrument or the recording of a transfer instrument taxable pursuant to Iowa Code chapter 428A, unless extended by the City Council pursuant to a request made by Grantor or Grantor's successors in interest who are beneficiaries of the Grantor.

# EXHIBIT C

OREGON AVE.

CALIFORNIA AVE.

ONTARIO ST.

NW NW

NE NW

SW NW

NE NW

500.0'

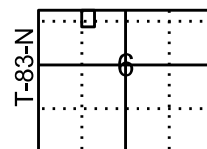
385.0'

POINT OF  
ENTRANCE/EXIT

POINT OF  
ENTRANCE/EXIT

POINT OF  
ENTRANCE/EXIT

VICINITY SKETCH  
STORY COUNTY IOWA  
R-24-W



ITEM #: 27  
DATE: 08/22/23  
DEPT: \_\_\_\_\_

**COUNCIL ACTION FORM**

**SUBJECT: NUISANCE ASSESSMENT - COSTS OF RIGHT OF WAY VEGETATION  
REMOVAL & SNOW & ICE REMOVAL**

**BACKGROUND:**

City staff has mowed and/or removed brush at the property listed below, as well as removed snow and ice and added ice melt. The work was completed, and a bill has been mailed to the individual. To date, the bill has not been paid. A certified notice of this hearing has been mailed to the property owner.

Loren Wilder \$ 45.00

1226 Northwestern Avenue

Ames, Iowa 50010

Right of Way vegetation abatement for property located at 1226 Northwestern Avenue

Worked performed Fall of 2022

Loren Wilder \$ 126.00

1226 Northwestern Avenue

Ames, Iowa 50010

Snow & Ice Removal

Worked performed February 4, 2023

**ALTERNATIVES:**

1. Approve an assessment of the cost to the property owner shown on the above list. The Finance Director will then prepare a spread sheet on the assessments, and the City Clerk's Office will file the assessments with the Story County Treasurer for collection in the same manner as property taxes as provided for by the *Code of Iowa*.
2. Do not certify this cost to the County Treasurer and, instead, absorb the costs.

**CITY MANAGER'S RECOMMENDED ACTION:**

The property owner has failed to mow and/or remove brush even after receiving notice to do so, and they have neglected to pay the costs incurred by the City. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, as described above.

ITEM # 28  
DATE: 08-22-23  
DEPT: FIRE

## COUNCIL ACTION FORM

**SUBJECT:**           **PROPERTY MAINTENANCE CODE ADOPTION**

### **BACKGROUND:**

In Summer 2020, staff had several code enforcement cases that they were struggling to achieve compliance with, which resulted in several communications from neighbors to the Council. At the City Council meeting on August 25, 2020, Council requested a memo from staff regarding recommendations for potential additions or changes to the Property Maintenance Code that would provide staff with additional enforcement tools.

Staff reviewed the Municipal Code and found that sections enforced by the Community Codes Liaison (CCL) spanned nine different chapters within the Code resulting in contradictions and inconsistent language and enforcement processes. Additionally, staff reviewed ordinances from numerous other jurisdictions and found that most had one comprehensive property maintenance code that encompassed many of our existing codes and provided swift and effective compliance techniques.

On May 25, 2021, Staff presented the Council with a very rough draft of a proposed property maintenance ordinance that consolidated current code requirements, added a few new sections based on previous complaints, added additional enforcement tools, and added an appeal process. Council requested that a workshop be scheduled to receive public input and that a website be established to gather input from those unable to attend a workshop.

A press release was issued after the Council meeting notifying citizens of the workshop on June 15, 2021, and providing a link to an online survey on the proposed ordinance. This was also emailed to neighborhood associations and other interested parties (landlords, realtors, etc.) for their input. The workshop and survey results provided an abundance of input from the community (20 citizens spoke at the workshop and about 250 provided survey responses). Council decided to work with staff to set another workshop or place items by category on a future agenda for discussion.

Staff compiled and studied the survey responses and public input. The findings were incorporated into a second draft of the ordinance. These findings were presented to Council at the workshop on June 20, 2023. Council reviewed 19 different code items and made a motion on whether to include each item in a draft ordinance.

The draft ordinance was presented to Council at the June 27<sup>th</sup> meeting. There was no public input received when the item was opened for public comment. Council moved to place the item on the July 18<sup>th</sup> meeting agenda for first reading.

During the July 18<sup>th</sup> meeting, Council made motions to change several items in the proposed ordinance and extended the vote on the first reading to the August 8<sup>th</sup> meeting. On August 8<sup>th</sup>, staff presented Council with a revised draft including the motions made at the July 18<sup>th</sup> meeting. During this extension of the first reading, Council requested the following changes be made to the draft ordinance prior to the second reading:

- 1) Revise 30.5(3) to allow yard waste to be stored in yard waste bags and branches to be stored in bundles, in addition to trash disposal containers.
- 2) Revise 30.5(9) back to 8' clearance over sidewalks with the exception of areas covered by a federal contract.
- 3) Revise 30.5(22) to allow one RV, trailer, boat, etc. to be placed anywhere on the property instead of being limited to behind the front yard setback.

Staff has revised the ordinance to include the changes above. There is some confusion on the intent of the change to Item #1 that needs clarification. The motion was to add "yard waste bag, or branches which could be broken down and bundled" after trash disposal container. With that, the amended ordinance would read:

*(3) Yard Waste stored on the exterior of a property in anything other than a trash disposal container, yard waste bag, or branches which could be broken down and bundled for longer than seven days. Yard waste may be retained for longer than seven days if composting is being completed. Composting shall comply with the state regulations contained in Chapter 105 of the Iowa Administrative Code.*

As amended, this would allow yard waste to be stored on a property for **longer** than seven days if it was in a trash disposal container, yard waste bag, or bundled branches. Anything not stored in a trash disposal container, yard waste bag or bundled branches would be limited to seven days. This amendment works if the intent is to allow yard waste to be stored in containers, bags, or bundles for longer than seven days (indefinitely since no other timeframe is referenced).

If the intent is to allow yard waste to be stored in hard, water-tight trash disposal containers indefinitely, but limit yard waste stored in paper/plastic bags or as bundled branches to seven days, then staff recommends retaining the initial proposed language:

*(3) Yard Waste stored on the exterior of a property in anything other than a trash disposal container for longer than seven days. Yard waste may be retained for longer than seven days if composting is being completed. Composting shall comply with the state regulations contained in Chapter 105 of the Iowa Administrative Code.*



**ALTERNATIVES:**

1. Adopt on second reading the property maintenance code.
2. Direct staff to revise the proposed maintenance code and not set a date for third reading at this time.

**CITY MANAGER’S RECOMMENDED ACTION:**

Staff has diligently worked to incorporate the abundance of citizen feedback into a code that balances the needs of the community. The proposed ordinance will help maintain the integrity of our neighborhoods while still allowing our citizens many of the freedoms of home ownership that they currently enjoy. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby adopting on second reading the property maintenance code.

**It should be emphasized that adopting a Property Maintenance Code will require adjustments to other codes to align with the standards of this new Code.** Subsequent to adoption of a final Code, staff will prepare corresponding changes to the Zoning Ordinance. The Zoning Ordinance includes standards used for some code enforcement activities currently, such as outdoor storage and select vegetation management standards. Zoning Ordinance changes will likely address language related to prohibited uses, parking, storage, and other operational standards that relate to how a property is maintained. Changes to the Zoning Ordinance will require a review by the Planning and Zoning Commission before review by the City Council.

**In order to allow adequate time to provide notice to the public about the new property maintenance requirements, the Staff would recommend that the effective date of the new ordinance be January 1, 2024. This would require a motion to amend the ordinance setting such an effective date.**

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY REPEALING AND REPLACING CHAPTER 30, AMENDING SECTION 13.406(11), AND REPEALING SECTIONS 5.901, 11.8, 17.12, AND 17.34 THEREOF, FOR THE PURPOSE OF ESTABLISHING MINIMUM PROPERTY STANDARDS; REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.**

**BE IT ENACTED**, by the City Council for the City of Ames, Iowa, that:

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by repealing and replacing Chapter 30, amending section 13.406(11), and repealing sections 5.901, 11.8, 17.12, and 17.34, as follows:

**“CHAPTER 30 PUBLIC NUISANCES**

**30.1. Purpose.**

The purpose of this chapter is to protect the health, welfare and safety of the citizens of the City of Ames. The minimum property maintenance standards adopted herein will: help preserve and remain fit for occupancy the existing housing stock by prohibiting conditions that may compromise the integrity of structures; maintain neighborhood camaraderie by establishing consistent standards for the upkeep of exterior property areas; expedite the enforcement process and keep compliance costs low for property owners; and ensure equitable treatment for all property owners by establishing an appeal board.

**30.2 Scope.**

The provisions of this chapter shall apply to all properties within the City of Ames and constitute minimum requirements and standards for premises, structures, and vehicles.

**Sec. 30.3. Public nuisances prohibited; authority to abate.**

The creation or maintenance of a nuisance on any property in the City of Ames is unlawful and is prohibited. The City Manager or Manager’s designee is authorized to abate nuisances either by issuance of a municipal infraction punishable by a penalty of \$50 for a person’s first violation thereof, and a penalty of \$100 for each repeat violation and/or by administrative abatement procedures set forth in this article, or a combination thereof.

**Sec. 30.4. Definitions.**

For the purposes of this chapter, the following words, terms and phrases shall have the meanings set forth herein:

**Garbage.** Every waste accumulation of animal, fruit or vegetable matter, liquid or otherwise, that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables, and including tin cans or similar food containers. Dead animals are not included in the term garbage.

**Graffiti.** Any marking, inscription, drawing, picture, letter, number, symbol or other defacement or other written communication, etched, scratched, or made with spray paint, paint, ink, chalk, dye, or similar substances, or in any manner, on any public or private property, including, but not limited to, streets, sidewalks, buildings, walls, bridges, fences, or other structures which was made without the consent of the property owner.

**Hazardous Waste.** Any substance as defined in section 455B.411(3)(a), the rules of the Iowa Department of Natural Resources.

**Inoperable.** Not capable of being used or operated as a motor vehicle.

**Junk.** Items including, but not limited to, building materials not part of an active building project authorized by a current city building permit, vehicle parts, miscellaneous steel, plastic, rubber or metal parts, tires, packing boxes, wooden pallets, discarded lumber (not including neatly stacked and cut fire wood), plastic tarps, or any other discarded or miscellaneous item or items.

**Junked Vehicle.** Any vehicle, trailer or semitrailer which because of any one of the following characteristics, constitutes a threat to the public health, welfare and/or safety:

- (a) That has been rendered inoperable because of a missing or broken windshield or window glass, fender, door, bumper, hood, steering wheel, driver's seat, trunk, fuel tank, two or more wheels, engine, drive shaft, differential, battery, generator or alternator or other component part of an electrical system, any component or structural part, or lack of current registration;
- (b) That has become the habitat of rats, mice, snakes or any other vermin or insects;
- (c) That is being used for storage purposes
- (d) That its condition constitutes a threat to the public health or safety of the public;
- (e) That contains gasoline or any flammable fuel and is inoperable.

**Noxious Substances.** Substances, solid or fluid, which are offensive, detrimental to health, hurtful or dangerous, including any dead animal portion thereof, together with human or animal excrement.

**Noxious Weeds.** Primary and secondary classes of weeds as defined by Iowa Code Section 317.1A.

**Outdoor Area.** All exterior areas of a property, including porches, partially enclosed sheds, lean-tos or other structures not totally enclosed by structural walls, roof and properly functioning doors. A porch is not considered to be an outdoor area if it is completely enclosed by fully intact glass or fully intact screens.

**Refuse.** All other miscellaneous waste materials except "yard waste" not specifically defined as garbage.

**Semitrailer.** Every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.

**Sidewalk.** A hard surface of any width designated for non-motorized travel.

**Stagnant Water.** Standing water that is trapped and does not circulate, excluding bird baths, koi ponds, landscape water features, and approved stormwater retention areas.

**Trailer.** Every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

**Trash Disposal Container.** A closed, water-tight, hard receptacle that cannot be ripped open by animals. Containers that shed rain when their lids are completely closed shall satisfy the requirement for a water-tight receptacle.

**Turf Grasses.** Narrow-leaved grass species that form a uniform, long-lived ground cover that can tolerate traffic and mowing heights of two inches or below.

**Vehicle.** An automobile, truck, motorcycle, or other trackless self-propelled vehicle designed primarily to transport persons or property over public streets and highways.

**Weed Official.** Person designated by the City Manager to enforce noxious weeds.

**Yard Waste.** Debris such as grass clippings, leaves, garden waste, brush and trees. It does not include tree stumps.

**Sec. 30.5. Nuisance defined; certain acts, conditions declared as nuisances.**

Nuisances shall include the following:

- (1) The use of any building or other place for the exercise of any trade, employment or manufacture which, by occasioning noxious exhalations, offensive smells or other annoyances, becomes injurious and dangerous to the health, comfort or property of individuals or the public.
- (2) Refuse, garbage, or junk that is not contained in a trash disposal container; noxious substances; or hazardous wastes remaining in any outdoor place for more than 72 hours.

- (3) Yard Waste stored on the exterior of a property in anything other than a trash disposal container, yard waste bag, or branches which could be broken down and bundled for longer than seven days. Yard waste may be retained for longer than seven days if composting is being completed. Composting shall comply with the state regulations contained in Chapter 105 of the Iowa Administrative Code.
  - (a) Composting piles may include: yard waste including leaves, grass clippings, straw and hay, sawdust, and finely chopped shredded tree and shrub prunings; kitchen scraps including fruit and vegetable trimmings (including rhubarb leaves), coffee grounds, and eggshells; shredded newspapers; wood ashes (no more than one cup per bushel of compost).
  - (b) Composting piles cannot include: human or animal feces; diseased plant material or weeds that have gone to seed; kitchen scraps that include animal meat, bones or fat; and all other materials not listed in subsection (a) above.
- (4) Stagnant water on any property for more than 48 hours, including any open container or material kept in such a condition that water can accumulate and stagnate therein, creating a breeding ground or habitat for insects or rodents.
- (5) The obstructing or encumbering, by fences, buildings, structures, signs or otherwise, of the public streets and rights-of-ways.
- (6) Snow, ice, mud, gravel, grass clippings, leaves or other accumulations remaining on a sidewalk longer than 10 daylight hours after the cessation of the storm or cause of the accumulation.
- (7) Depositing ice or snow from private property, sidewalks, or driveways onto the traveled way of a public street after the street has been cleared so as to obstruct gutters or impede the passage of vehicles upon the street or alley or to create a hazardous condition therein.
- (8) Vegetation located in the City right-of-way exceeding 12 inches in height within one foot of the traveled portion of the street. Streets designated as no parking may have vegetation exceeding 12 inches in height within one foot of the traveled portion of the street. Plantings that cause safety issues would be subject to removal, regardless of height, at the City's discretion. Non-vegetative materials such as trellises or chicken wire are prohibited in the right-of-way. Exceptions: those areas approved by the City as stormwater or native vegetation preservation areas.
- (9) Vegetation located on private property hanging over public streets with less than 16 feet of clearance above the public street or vegetation located on private property that hangs over or into public sidewalks with less than 8 feet of clearance above the sidewalk. Sidewalks adjacent to public streets that are subject to funding or contract obligations may require additional clearance.
- (10) Vines, brush or other vegetation, including dead bushes, dead woody plants, overgrown or unkempt bushes, that restrict egress from or ingress to a building through doors or below grade egress windows.
- (11) Turf grasses exceeding 12 inches in height.
- (12) Trees in such a state of deterioration, as determined by the City, that any part of such tree presents an immediate threat to the safety of persons or property.
- (13) Noxious weeds or any other plant deemed hazardous to persons or property by the City.
- (14) Any excavation, hole, or other depression in the ground in or on any lot or parcel of land in the city of a depth of more than three feet below the surrounding grade, other than as part of the active construction of a building or other structure on the lot which will ultimately close in and completely cover such excavation, hole or depression. Upon a finding by the enforcement officer that the owner of the lot or parcel of land has violated the provisions of this subsection, the lot owner shall be required to fill in any such excavation, hole or depression and grade the same to a topographic elevation equal to or level with the surrounding adjacent grade. Exceptions: egress window wells, fire pits, or excavations completely secured by a fence or similar method.
- (15) Upholstered or finished furniture intended for indoor usage such as couches, beds, mattresses, desks, chairs, shelving or wooden tables, other household furnishings or equipment including carpeting, appliances and other typical household items intended for indoor usage, placed or used outdoors.

- (16) Unoccupied buildings or unoccupied portions of buildings which are unsecured. Accessory structures on properties where the primary structure is occupied are not considered unoccupied buildings.
- (17) Any structure, including detached accessory structures, on any commercial, residential, agricultural or industrial property that is not free from significant structural defects. The term "free from significant structural defect" means:
- (a) The roof and roofing material are of such a nature and condition that they do not permit water, snow or ice to penetrate the structure. Roofing materials shall be in good condition and made up of consistent materials appropriate to the application.
  - (b) Drainage gutters and downspouts, if present, are securely attached to the structure and in proper functioning order.
  - (c) All exterior trim and exterior exposed surfaces, including siding materials, are sound and securely attached to the structure.
  - (d) Exterior walls are free of holes and made of materials appropriate to the application.
  - (e) The foundation of the structure is sound, capable of supporting the structure and not deteriorated to the point that failure is judged to be inevitable, but not necessarily imminent. The foundation shall be plumb and free from cracks, breaks and holes to prevent the entry of animals.
  - (f) Windows and doors are intact, containing no holes, squarely hung with properly operating latches or locks to be securely closed, and where the windows have intact glass or normal window material that allows the entry of light with no holes in said window surface areas. No plastic wrap material, tarps, plywood, or similar temporary materials shall be used to substitute for doorways or windows.
  - (g) All exterior components serving doors and windows, including, but not limited to, steps, porches, ramps, landings, handrails, and guardrails are of a secure and safe design, be made of standard building materials and be intact, with no protruding or loose boards or surface materials causing a hazard.
  - (h) Exterior wall surfaces are properly painted and/or maintained with appropriate exterior wall materials, including wood, vinyl, steel or metal siding materials, stucco or exterior insulation finish system (EIFS) materials, brick or similar masonry materials, that are in all cases intact. Plastic wrap material shall not be considered an acceptable siding material.
  - (i) All fencing, including gates, are in good condition, free from damage, breaks, holes or missing structural members so as not to create a hazard for adjacent properties. All fencing shall be of materials appropriate to the application.
  - (j) All exterior wires on the exterior of the structure are fastened to the structure.
- (18) Graffiti which is visible to the public view and has not been removed within seven (7) days of notification by the enforcement officer.
- (19) Conditions that create a fire hazard, as determined by the Fire Chief or the Fire Chief's designee, or are in violation of Ames Municipal Code Chapter 8 Fire Code.
- (20) Luminaires not in compliance with Ames Municipal Code Sec. 29.411 Outdoor Lighting Code.
- (21) Junked vehicles stored outdoors on private property for more than 48 hours.
- Exceptions:
- (a) Junked vehicles stored within a garage or other enclosed structure or which are kept concealed and enclosed behind an opaque wall at least six feet in height, or completely covered by a tight-fitting opaque cloth vehicle cover or tight-fitting cloth tarpaulin
  - (b) Junked vehicles stored upon the premises of a duly authorized salvage yard or junk yard and meeting the requirements of the Ames Municipal Code.
- (22) Parking of one (1) travel trailer, recreational vehicle, boat, boat trailer, or trailer on an approved parking surface is allowed. Travel trailers, recreational vehicles, boats, boat trailers or trailers cannot be used for habitation or for business purposes. ~~Travel trailers, recreational vehicles, boats, boat trailers and trailers~~

~~parked in the front yard. Parking of travel trailers, recreational vehicles, boats, boat trailers and trailers is permitted behind the front yard so long as they are not being used for habitation or business purposes and they are parked on an approved parking surface.~~

- (23) Obstructions in the visibility triangle not in compliance with Ames Municipal Code Sec. 29.408(5) Visibility at Intersections.

**Sec. 30.6. Responsibility for abatement; abatement defined.**

- (1) The owner, agent, lessee, occupant or other person in charge of any building or premises where any of the actions forbidden by this chapter exist, or whence any of such actions have originated, or any person responsible for the existence, origin or continuance of any of such actions, shall correct, remove or abate such action without delay.
- (2) Abatement may include, but not be limited to, repair, removal, cleaning, exterminating, cutting, mowing, grading, draining, securing, repairing a building or structure, barricading or fencing, removing dangerous portions of buildings or structures, and demolition of dangerous structures or abandoned buildings.

**Sec. 30.7. Abatement by city after notice; procedure; payment of costs.**

- (1) In case of the failure of any person to correct, remove or abate a nuisance on written notice issued by the enforcement officer, served in the manner of an original notice, or by certified mail to the last known address of the owner, agent, lessee, occupant or other person in charge of the building or premises where the nuisance exists, and designating the time allowed for such removal, correction or abatement, the time thus allowed depending on the urgency of the case, then and at once upon such failure the enforcement officer shall have the recourse to the remedies provided by law to secure entry and cause the nuisance to be removed, corrected or abated.
- (2) Emergency abatement procedure. When the enforcement officer determines that a nuisance exists on a property and constitutes an imminent and compelling danger to health, safety, or welfare of persons or property, the enforcement officer is authorized to abate or have abated the nuisance without prior notice and opportunity of hearing. A notice of costs of abatement will be sent to the property owner within 14 days of the abatement procedure. The cost of any such emergency abatement procedure may be assessed against the property for collection in the same manner as property taxes as set forth in State Code Section 364.12(3)(h).
- (3) Costs of abatement. Abatement costs shall include, but shall not be limited to, the cost of removing or eliminating the nuisance, the cost of investigation, such as title searches, inspection and testing, the costs of notification, filing costs and other related administrative costs and any other costs or expenses incurred by the city in the abatement of the nuisance.

**Sec. 30.8. Means of Appeal.**

- (1) Application for Appeal.  
Any person ordered to abate a nuisance as provided in Section 30.6 may have a hearing before the Public Nuisance Appeals Board to determine if a nuisance exists. A request for a hearing must be made in writing and delivered to the Building Official on or before the date stated in the notice of abatement issued by the City, or it shall be conclusively presumed that a nuisance exists and that it must be abated as ordered. In the case of emergency abatement, a hearing may be requested within 14 days of the mailing date of the notice of costs of abatement.

Within 14 days after the conclusion of the hearing, the Board Chairperson shall render a written decision as to whether a nuisance exists. If it is found by the Board that a nuisance exists, it shall include in the written decision what steps must be taken to abate the nuisance and the time within which such steps must be taken.

- (2) Appointment and Membership of the Board.
- (a) The Public Nuisance Appeals Board shall consist of seven members who represent the citizens of the City of Ames and who are not employees of the City of Ames. The Board shall be appointed and shall serve terms in accordance with established procedures.
- (b) Board members shall be appointed by the Mayor with approval of the City Council. The term of office shall be for three (3) years, except for the terms of office for the Board when initially established. For the Board when initially established, the Mayor may prescribe a shorter than a full term of appointment

- in order to stagger terms. No member who has served two (2) full consecutive terms is eligible for reappointment.
- (c) Membership shall consist of seven (7) members, one from each of the four (4) wards, and three (3) from the City at large.
- (3) Chairperson.  
The Board shall annually select one of its members to serve as Chairperson. The Board shall also select one of its members to serve as Vice Chairperson to act as Chairperson in the absence of the Chairperson.
- (4) Disqualification of Member.  
A member shall not hear an appeal in which that member or an immediate family member has a personal, professional or financial interest.
- (5) Secretary.  
The Building Official shall designate a qualified person to serve as Secretary to the Board. The Secretary shall file a detailed record of all proceedings with the City Clerk's Office.
- (6) Compensation of Members.  
Members shall receive no compensation.
- (7) Meeting of the Board.  
The Board shall meet upon notice from the Building Official within 20 days of the filing of an appeal, or at stated periodic meetings. An appellant may waive a timely hearing by filing a written waiver explaining the cause for seeking a delay.
- (8) Procedure.  
The Board shall adopt and make available to the public, procedures under which hearings will be conducted.
- (9) Board Decision.  
The Board has authority to affirm or reverse the decision of the Enforcement Officer or to grant additional time for abatement.
- (10) Stay of Enforcement.  
Appeals of a notice and order (other than an Imminent Danger notice) shall stay the enforcement of the notice and order until the appeal is heard by the Board.
- (11) Filing Fees.  
Property owners are entitled to file one appeal per nuisance violation, at no fee. Subsequent appeals shall be assessed the same cost as listed in Appendix L of the Ames Municipal Code for appeals to the Housing Code Board of Appeals.

## **CHAPTER 30 JUNKED VEHICLES, TRAILERS AND SEMITRAILERS; AND OUTDOOR STORAGE OF MOTOR VEHICLES**

### **Sec. 30.1. PURPOSE OF CHAPTER.**

~~The purpose of this chapter is to protect the health, welfare and safety of the citizens of the City of Ames and to preserve the value of property owned by these citizens by the prevention of the storage of junked vehicles, trailers and semitrailers within the corporate limits of the city, except in places authorized; to provide for the removal of vehicles in violation of the provisions of this chapter; and for the enforcement and penalties for violation hereof.~~

### **Sec. 30.2. DEFINITIONS.**

~~For the purposes of this chapter, the following words, terms and phrases shall have the meanings set forth:~~

- (1) ~~"Enclosed structure" means any structure or portion thereof built for the enclosure of property, containing a roof and having exterior walls of the structure or portion thereof constructed in such a manner as to obscure from any street or adjacent property and contents thereof and being of a permanent nature.~~
- (2) ~~"Junked" means any vehicle, trailer or semitrailer stored for 48 hours within the corporate limits of Ames,~~

Iowa, whether currently licensed or not, which because of any one of the following characteristics constitutes a threat to the public health, welfare, and/or safety;

- (a) ~~Any vehicle, trailer, or semitrailer which is rendered inoperable because of a missing or broken windshield or window glass, fender, door, bumper, hood, steering wheel, driver's seat, trunk, fuel tank, two or more wheels, engine, drive shaft, differential, battery, generator or alternator or other component part of an electrical system, or any component or structural part;~~
- (b) ~~Any vehicle, trailer or semitrailer which has become the habitat of rats, mice, snakes or any other vermin or insects;~~
- (c) ~~Any vehicle, trailer or semitrailer which contains stored gasoline or other fuel, paper, cardboard, wood or other combustible materials, garbage, refuse, solid waste, debris, etc.;~~
- (d) ~~Any vehicle, trailer or semitrailer used for storage purposes or harborage, cage or dwelling for animals of any kind;~~
- (e) ~~Any other vehicle, trailer or semitrailer which because of its defective or obsolete condition in any other way constitutes a threat to the public health or safety of the citizens of Ames, Iowa;~~
- (f) ~~Any vehicle which contains gasoline or any flammable fuel and is inoperable.~~
- (3) ~~"Nuisance" means whatever is injurious to health, indecent, or offensive to the senses, or an obstruction to the free use of property, so as essentially to interfere with the comfortable enjoyment of life or property.~~
- (4) ~~"Inoperable" means not capable of being used or operated.~~
- (5) ~~"Stored" means a vehicle, trailer or semitrailer left upon private property for 48 hours.~~
- (6) ~~"Semitrailer" means every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.~~
- (7) ~~"Trailer" means every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.~~
- (8) ~~"Vehicle" means an automobile, truck, motorcycle, or other trackless self propelled vehicle designed primarily to transport persons or property over public streets and highways.~~

### **Sec. 30.3. STORAGE OF JUNKED VEHICLES, TRAILERS OR SEMITRAILERS.**

It is hereby declared that the storage of any junked vehicles, trailers or semitrailers on private property within the corporate limits of Ames, Iowa, for 48 hours, is unlawful, unless exempt by Section 30.9 of this chapter, and constitutes a threat to the health, welfare and safety of the citizens thereof, and is declared to be a nuisance. Sec.

### **30.4. LIABILITY FOR VIOLATION.**

The registered owner of any vehicle, trailer or semitrailer shall be prima facie liable for any violations of this chapter. In the absence of any known or ascertainable owner, the occupant, lessee or owner of the property upon which said vehicle, trailer or semitrailer is stored shall be prima facie liable for the violation.

### **Sec. 30.5. NOTICE OF VIOLATION.**

Upon discovery of any junked vehicle, trailer, or semitrailer stored upon private property within the corporate limits of the city, the city manager or designee shall:

- (1) Cause written notice to be sent by certified mail to the last known registered owner of the vehicle, trailer or semitrailer and the owner or the owner's agent of the property upon which said vehicle is located;
- (2) Cause written notice to be affixed to the vehicle, trailer or semitrailer;
- (3) The notice shall describe, if ascertainable, the year, make, model and location of the vehicle, trailer or semitrailer and shall state that:
  - (a) ~~The vehicle, trailer or semitrailer is declared junked under the provisions of Chapter 30 of the Municipal Code of the City of Ames, Iowa;~~
  - (b) ~~The owner of said vehicle, trailer or semitrailer or in the absence of any known or ascertainable owner, the owner of the property upon which said vehicle, trailer or semitrailer is stored, must remove or repair the vehicle, trailer or semitrailer or otherwise comply with the provisions of Chapter 30 of the Municipal Code of the City of Ames, Iowa, within ten (10) days of notification, or said vehicle, trailer or semitrailer may be towed;~~
  - (c) ~~Failure to comply with the provisions of said Chapter 30 constitutes a municipal infraction;~~
  - (d) ~~Any person holding an ownership interest in this property may file a written request for a hearing before the city manager or designee within ten (10) days of the date of this notice. Sec. 30.6. PROCEDURE FOR HEARING. The hearing shall be held as soon as practicable after the filing of the request and the~~



persons to whom notices are directed shall be advised of the time and place of said hearing at least three days in advance thereof. At any such hearing, the city manager or designee and the persons to whom the notices have been directed may introduce such witnesses and evidence as either party deems necessary. If the existence of the violation is affirmed by the city manager or designee, the parties adversely affected by this hearing shall have no longer than seven days from the date of final order to comply with said order.

**Sec. 30.7. REMOVAL OR REPAIR OF VEHICLES, TRAILERS OR SEMITRAILERS.**

- (1) The owners of a junked vehicle, trailer or semitrailer which violates the provisions of this chapter, or in the absence of any known or ascertainable owner, the owner of the property upon which said vehicle, trailer or semitrailer is stored, shall, within ten (10) days following the effective date of notice from the city manager or designee, remove the vehicle, trailer or semitrailer to an auto salvage yard, junk yard or demolisher duly licensed by the city, or repair the defect which caused said vehicle, trailer or semitrailer to violate the provisions of this chapter, or to otherwise comply with this chapter.
- (2) If the owner of record of a junked vehicle, trailer or semitrailer, or in the absence of any known or ascertainable owner, the owner of the property on which said vehicle, trailer or semitrailer is stored, fails to comply with the terms of this section, the city manager or designee may declare the vehicle, trailer or semitrailer to be junked and shall direct the removal of said vehicle, trailer or semitrailer.
- (3) Disposal of vehicles, trailer, or semitrailers. All junked vehicles, trailers or semitrailers which are towed by the city pursuant to this chapter shall be impounded until lawfully claimed and all towing, storage and administrative fees paid or shall be disposed of pursuant to the provisions of Section 321.89 and 321.90 of the 1983 Code of Iowa.

**Sec. 30.8. PENALTIES FOR OFFENSES PERTAINING TO JUNKED VEHICLES AND OUTDOOR STORAGE OF MOTOR VEHICLES.**

A violation of any provision of Chapter 30, Junked Vehicles, Trailers, and Semi-trailers; and Outdoor Storage of Motor Vehicles, shall be a municipal infraction punishable by a penalty of \$500 for a person's first violation thereof, and a penalty of \$750 for each repeat violation.

**Sec. 30.9. EXEMPTIONS.**

The provisions of this chapter shall not apply to:

- (1) Vehicles, trailers or semitrailers stored within a garage or other enclosed structure or which are kept concealed and enclosed behind an opaque wall at least six feet in height, or completely covered by a tight fitting opaque cloth vehicle cover or tight fitting cloth tarpaulin;
- (2) Vehicles, trailers or semitrailers stored upon the premises of a duly authorized salvage yard or junk yard and meeting the requirement of the Ames Municipal Code.

**Sec. 30.10. OUTDOOR STORAGE OF MOTOR VEHICLES.**

In as much as it is found that the storage of motor vehicles, which are not deemed to be junked, out of doors can detract from the beneficial use and enjoyment of neighboring properties, certain special regulations are established as follows:

- (1) No person shall keep, store or display one or more motor vehicles out of doors on property zoned for residential use, or permit the parking out of doors of a motor vehicle on residentially zoned property under their ownership, possession or control for more than fifteen (15) days without movement and use of said vehicle as an operating motor vehicle.
- (2) No person shall store or display one or more motor vehicles out of doors on property zoned for commercial use, or permit the parking out of doors of a motor vehicle on commercially zoned property under their ownership, possession or control for more than one year without movement and use of said vehicle as an operating motor vehicle.
- (3) The provision of subsection (2) notwithstanding the keeping, parking or storage, out of doors, of any wrecked or demolished motor vehicle, or motor vehicle stripped for parts, at the same commercially zoned site for more than one hundred eighty days is prohibited.
- (4) The following shall be exempt from the regulations of this section:
  - (a) vehicles kept in a garage or other enclosed structure or which are kept concealed and enclosed behind an opaque wall at least six feet in height, or completely covered by a tight fitting opaque cloth vehicle cover or tight fitting cloth tarpaulin.

- ~~(b) vehicles kept in commercial automobile salvage yards lawfully established and existing prior to January 1, 1982.~~
- ~~(c) A "motor home", pickup truck with camper top, converted bus or van, or similar recreational vehicle, which is currently licensed for operation on the public highways.~~
- ~~(d) a motor vehicle currently licensed for operation on the public highways and lawfully parked off the streets while the owner or other person in lawful possession and control thereof, if a resident of this city, is out of the city for more than fifteen (15) days but not more than one hundred eighty days.~~
- ~~(e) Vehicles which are immobilized pursuant to an immobilization order of the District Court.~~

**Sec. 30.11. SEVERABILITY.**

~~If any section, provision, or part of this chapter shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the chapter as a whole, or any section, provision or part thereof not adjudged invalid or unconstitutional.~~

...

**Sec. 13.406. EXTERIOR PROPERTY AREAS**

...

**(11) Motor vehicles.**

~~Motor vehicles must be parked, stored, and maintained in accord with Ames City of Ames Municipal Code Chapter 30 Public Nuisances 31, Junked Vehicles Outdoor Storage.~~

...

**~~DIVISION IX Noxious Weeds~~**

**~~Sec. 5.901. WEED ORDINANCE.~~**

**~~(1) Words and Terms Defined~~**

- ~~(a) Noxious Weeds: Primary and secondary classes of weeds as defined by Iowa Code Section 317.1A.~~
- ~~(b) Weed Official: Person designated by the city manager to enforce this section.~~

**~~(2) Nuisance Declared; Penalty~~**

- ~~(a) It shall be a public nuisance for any owner or person in the possession or control of any land to allow any noxious weeds to grow thereon.~~
- ~~(b) Duty To Cut Noxious Weeds: Each owner and each person in the possession or control of any land shall cut or otherwise destroy, in whatever manner prescribed by the weed official, all noxious weeds thereon and shall keep said lands free of such growth.~~
- ~~(c) Interference With Weed Official: No persons shall interfere with the weed official or any appointed assistant while engaged in the enforcement of this chapter.~~

...

**~~Sec. 11.8. OUTDOOR STORAGE OF HOUSEHOLD APPLIANCES AND FIXTURES.~~**

~~Any person who abandons or otherwise leaves unattended any refrigerator, icebox, washing machine, dishwasher, kitchen range, clothes dryer, freezer, commode, urinal, bathroom sink, kitchen sink, or other large household appliance, bathroom fixture, kitchen fixture, or similar container, outside of buildings, or any person who allows such refrigerator, ice box, washing machine, dishwasher, kitchen range, clothes dryer, freezer, commode, urinal, bathroom sink, kitchen sink, bathroom fixture, kitchen fixture, or other large household appliance, or similar container, to remain outside of buildings or premises in the person's possession or control, abandoned or unattended, commits a violation of this section.~~

...

~~Sec. 17.12. ABANDONED OR UNATTENDED REFRIGERATORS. Any person who abandons or otherwise leaves unattended any refrigerator, ice box, or similar container, with doors that may become locked, outside of buildings and accessible to children, or any person who allows any such refrigerator, ice box, or similar container, to remain outside of buildings on premises in the person's possession or control, abandoned or unattended and so accessible to children, commits a municipal infraction punishable by a penalty of \$50 for a person's first violation and \$100 for each repeat violation.~~

...

**Sec. 17.34. RESIDENTIAL PROPERTY MAINTENANCE REGULATIONS**

- ~~(1) Standards: It shall be a violation of this section for any landowner or person leasing, occupying or having control of any real property used for residential purposes, to keep, maintain, deposit or perform or permit on such property the outdoor use, outdoor storage or outdoor placement of household appliances, household furniture, or household furnishings, unless such items are designed for outdoor use and are used on the premises for purposes of the household. The term "outdoor" includes a porch. However, the use, storage or placement of household appliances, household furniture or household furnishings on a porch is not prohibited if the porch is completely enclosed by fully intact glass or fully intact screens. A porch is a platform completely covered by a roof located at and attached to or abutting against the entrance to a building. Screens are framed wire mesh or framed plastic mesh used to keep out insects and permit airflow.~~
- ~~(2) Costs of Abatement: Pursuant to subsection 364.22(9) Code of Iowa, when judgment has been entered for a violation of this section, a court order shall be sought to authorize the City to abate or correct the violation and order that the City's costs for such abatement or correction of the violation be entered as a personal judgment against the defendant, or assessed against the property, or both.~~
- ~~(3) Violation of this section shall be a municipal infraction punishable by a penalty of \$50 for a person's first violation, \$100 for a person's second violation, and \$250 for a person's third and each succeeding violation."~~

Section Two. Violation of the provisions of this ordinance shall constitute a municipal infraction punishable as set out in the ordinance.

Section Three. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent of such conflict, if any.

Section Four. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

Renee Hall, City Clerk

---

John A. Haila, Mayor