

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL
JULY 22, 2025

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



CALL TO ORDER: 6:00 p.m.

PROCLAMATIONS:

1. Proclamation for "Mainstream Living Day," July 31, 2025

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

2. Motion approving payment of claims
3. Motion approving Report of Change Orders for period of July 1-15, 2025
4. Motion approving Summary of Minutes of the Regular City Council Meeting on July 8, 2025
5. Motion approving new 5-Day (August 15-20, 2025) Class C Retail Alcohol License - Christiani's Events, LLC, 2321 North Loop Drive
6. Motion approving New Class C Retail Alcohol License with Outdoor Service - Patio Bar & Grill, 4518 Mortensen Road, Pending favorable DIA Inspection
7. Motion approving the renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Cyclone Experience Network Jack Trice, 1800 S 4th Street, Class C Retail Alcohol License with Catering Privilege and Outdoor Service
 - b. Fareway Meat Market #189, 3720 Lincoln Way, Class E Retail Alcohol License
 - c. Sweet Caroline's, 316 Main Street, Class C Retail Alcohol License with Outdoor Service and Catering, Pending Dramshop Review
 - d. The Mucky Duck Pub, 3100 S Duff Avenue, Class C Retail Alcohol License with Outdoor Service and Catering, Pending Dramshop Review
 - e. Kum & Go # 1215, 4506 Lincoln Way, Class E Retail Alcohol License
 - f. Hickory Park, 1404 S. Duff Avenue, Special Class C Retail Alcohol License, Pending Dramshop Review
 - g. El Azteca, 2120 Isaac Newton, Class C Retail Alcohol License
8. Motion approving the Fitch Family Indoor Aquatic Center Monthly Update
9. Resolution approving revisions to ASSET Policies and Procedures
10. Resolution certifying annexation area populations to the State Treasurer
11. Resolution Extending Contract End Date from July 31, 2025, to December 31, 2025, for Certified Local Government (CLG) Grant Program Contract for Nomination of Chautauqua Park-Ridgewood Historic District

12. Resolution to waive enforcement of Section 19.9 of *Municipal Code* on Wednesday, September 10, 2025 (9:00 am - 8:00 pm) and Thursday, September 11, 2025 (9:00 am - 4:00 pm) at Ada Hayden Heritage Park to allow the Friends of Ada Hayden Heritage Park to provide golf cart tours to mobility impaired individuals
13. Resolution approving encroachment permit for US Cellular building-mounted cellular antenna at 200 Stanton Avenue
14. Resolution approving preliminary plans and specifications for the 2024/25 Water System Improvements Program (E. 14th St & Meadowlane Ave) project, setting August 6, 2025, as the bid due date and August 12, 2025, as the date of Public Hearing
15. Resolution awarding contract to Petroleum Traders Corporation of Fort Wayne, IN, for FY 2026 CyRide Standard Diesel with Biodiesel Blend Fuel Purchases at a not-to-exceed amount of \$1,260,000
16. Resolution awarding contract to Tenaska Power Services Co., Irving, TX, for Partial MISO Service Requirements, for the period from date of award through June 30, 2026, in the amount of \$66,000
17. Resolution approving contract and bond for the Daley Park Splash Pad Project with TK Concrete, Inc., of Pella, IA, in the amount of \$322,820
18. Resolution approving contract and bond for the Ada Hayden Heritage Park Path Replacement Project with Caliber Concrete, LLC, of Adair, IA, in the amount of \$1,136,861.94
19. Resolution approving contract and bond for the Parks and Recreation Maintenance Expansion Project with King Knutson Construction, Inc., of Iowa Falls, IA, in the amount of \$1,334,075
20. Resolution approving contract and bond for the Fire Alarm Upgrade for the Power Plant with Van Maanen Electric Inc. of Newton, IA, in the amount of \$359,895
21. Resolution approving Change Order No. 2 with Con-Struct, Inc. of Ames, IA, for the 2023/24 Concrete Pavement Improvements (Prairie View East and Prairie View West) in the amount of \$230,500
22. Resolution approving a Plat of Survey - Boundary Line Adjustment along 530th and 280th Street within Story County
23. Resolution approving Electric Utility Easement on State of Iowa Property
24. Resolution approving partial completion of public improvements and reducing financial security on file for Ansley Subdivision 1st Addition to \$169,087
25. Resolution approving partial completion of public improvements and reducing financial security on file for Ansley Subdivision 3rd Addition to \$227,094.50
26. Resolution accepting completion of 2022/23 Right-of-Way Restoration by Country Landscapes, of Ames, IA, in the amount of \$248,925.78
27. Resolution accepting completion of the 2024/25 Water System Improvements Program (N Russell Avenue - Lincoln Way to N 2nd Street) project by Iowa Water & Waste System, LLC of Ames, IA in the amount of \$104,708.50
28. Resolution accepting completion of the Ames/ISU Ice Arena Radiant Heating Project by Converse Conditioned Air, Ames, IA
29. Resolution accepting completion of Carr Park Agility Course Project by Caliber Construction, Adair, IA

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.

FIRE:

30. Nuisance Ordinance Update

PLANNING AND HOUSING:

31. Property Owner Request to Initiate Zoning Text Amendment to the Hospital/Medical Design District (S-HM)
- a. Motion to Approve/Not Approve for an Applicant to Apply for a Zoning Text Amendment

ADMINISTRATION:

32. FY 2024/25 Climate Action Plan Update

ELECTRIC:

33. Resolution awarding contract to Sargent & Lundy LLC, of Chicago, IL, for Engineering Services for Reciprocating Internal Combustion Engine (RICE) Electric Generation Facility, in the amount not-to-exceed \$6,885,000

PUBLIC WORKS:

34. Shared Use Path System Expansion Program Update

POLICE:

35. Resolution Approving Change Order No. 1 with INVISION Architecture, LLC, Des Moines, IA, in the amount of \$588,000 for Animal Shelter Facility Project

HEARINGS:

36. Hearing on Annexation of Two Properties South of the Iowa State University Research Park at 4140 S 530th Avenue
- a. Resolution Approving Annexation
37. Hearing on Zoning Text Amendment to create a partial paving exception for long driveways exceeding 300 feet
- a. First passage of Ordinance
38. Hearing on CyRide 2025 Facility Fire Protection Improvement Project:
- a. Motion approving report of bids
 - b. Resolution approving final plans and specifications and awarding a contract to Henkel Construction Company of Ames, IA, for the base bid plus bid Alternate No. 1 for the 2025 Facility Fire Protection Improvement Project, for a total cost of \$227,600

ORDINANCES:

39. Modifications to *Municipal Code* for Renewable Energy Buyback Program:
- a. First reading of ordinance amending Chapter 28 of *Municipal Code*
 - b. Resolution amending Appendix H, Electric Tariff No. 5
40. Second reading of ordinance rezoning property located at 57258 220th Street (East 13th Street) from Agricultural (A) to General Industrial (GI)
41. Second reading of ordinance modifying driveway dimensions and spacing

DISPOSITION OF COMMUNICATIONS TO COUNCIL :**REPORT OF GOVERNING BODY:**

42. Participation with agencies, boards and commissions:
- a. Discover Ames (ACVB)

- b. Ames Regional Economic Alliance (AREA)
- c. Story County Emergency Management Agency (SCEMA)
- d. Ames Transit Agency Board of Trustees

COUNCIL COMMENTS:

ADJOURNMENT:

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



Item No. 3
MEMO

To: Mayor & City Council
From: Renee Hall, City Clerk
Date: July 22, 2025
Subject: Report of Contract Change Orders

The Report of Change Orders is for the period of July 1-15, 2025, is attached for the City Council's review and consideration.

ATTACHMENT(S):
[Change Order Report July 1-15, 2025.docx](#)



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input checked="" type="checkbox"/>	1 st – 15 th
	<input type="checkbox"/>	16 th – End of Month
Month & Year:	July 2025	
For City Council Date:	July 22, 2025	

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	Rock Salt for the Ice Control Program	1	\$208,725.00	Independent Salt, Co.	\$0.00	\$18,619.93	M. Elbert	QE
Fleet Services	Upfit of Two Ford F350 Truck Chassis	1	\$84,740.00	Hiway Truck Equipment, Inc.	\$0.00	\$1,032.30	R. Iverson	QE
Public Works	2023/24 Concrete Pavement Improvements (Prairie View East & West)	1	\$1,105,443.00	Con Struct, Inc.	\$0.00	\$-(26,991.68)	B. Phillips	KS
Public Works	2023/24 CDBG Infrastructure Project (N Russell - N 2nd to N 4th)	1	\$346,858.50	Iowa Water & Waste Systems	\$0.00	\$13,475.00	J. Clausen	KS
Public Works	2023/24 Campustown Public Improvements Project	2	\$1,696,747.00	Con Struct, Inc.	\$-(185,000.00)	\$23,884.20	J. Clausen	KS
Electric Services	Inspection & Assessment of CT1 Combustion Turbine Engine	3	\$50,500.00	Sulzer Turbo Services	\$1,518,320,.80	\$0.00 Equipment Exchange	D. Kom	AM

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purchasing Contact (Buyer)
Electric Services	Ash Pond Closure & RDF Ash Pond Construction	5	\$2,606,093.15	JB Holland Construction Inc.	\$581,269.89	\$10,940.00	D. Kom	AM
Public Works	Reject Hauling & Waste Disposal Operations	2	\$565,700.00	Boone County Landfill	\$306,603.00	\$13,910.37	M. Peebler	JB



Item No. 4
MEMO

To: Mayor & City Council
From: City Clerk's Office
Date: July 22, 2025
Subject: Approval of Minutes

Attached are the minutes from the Regular City Council Meeting on July 8, 2025, for the City Council's review and approval.

ATTACHMENT(S):
[C25-0708 Summary.pdf](#)

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

AMES, IOWA

JULY 8, 2025

The Regular Meeting of the Ames City Council was called to order by Mayor John Haila at 6:04 p.m. on the 8th day of July, 2025. Present were Council Members Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, Rachel Junck, and Anita Rollins. *Ex officio* Emily Boland was also present.

Mayor Haila announced that it was impossible to hold an in-person City Council meeting due to an electric panel malfunction eliminating power to City Hall, 515 Clark Avenue. Thus, this meeting was held as an electronic meeting as allowed by Section 21.8 of the *Code of Iowa*. He then provided how the public could participate in the meeting electronically.

It was also noted by Mayor Haila that the City Council would work from an amended agenda due to the electronic meeting format. He highlighted that three items would be tabled to a future meeting including Climate Action Plan update, Nuisance Ordinance Update, and Renewable Energy Program modifications. He explained that these items were being deferred to allow for in-person discussion and public input.

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

1. Motion approving payment of claims
2. Motion approving Report of Change Orders for period of June 16-30, 2025
3. Motion approving Summary of Minutes of the Regular City Council Meeting on June 24, 2025, and Special AAMPO Meeting on June 17, 2025, and Special City Council Meeting on June 17, 2025
4. Motion approving Civil Service Candidates
5. Motion approving new 5-Day (August 19-23, 2025) Special Class C Retail Alcohol License with Outdoor Service - Apres Bar Co., 1930 E 13th Street
6. Motion approving Premises Update for Class E Retail Alcohol License - Kum & Go #0217, 3111 South Duff Avenue
7. Motion approving Temporary Outdoor Service for Class C Liquor License with Outdoor Service - Sips and Paddys, 126 Welch Avenue on:
 - a. August 28 - September 1, 2025
 - b. September 4 - September 7, 2025
8. Motion approving Temporary Outdoor Service for Class C Retail Alcohol License with Outdoor Service - Torrent Brewing Company, LLC, 504 Burnett Avenue, Midnight Madness
9. Motion approving the renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Applebee's Neighborhood Grill & Bar, 105 Chestnut, Class C Retail Alcohol License
 - b. Sportsman's Lounge, 123 Main Street, Class C Retail Alcohol License with

Living Quarters

- c. AJ's Liquor II, 2515 Chamberlain Street, Class E Retail Alcohol License
 - d. Huhot Mongolian Grill, 703 S. Duff Ave. Suite #105, Special Class C Retail Alcohol License
 - e. Rinconcito Hispano Tienda y Taqueria, 823 Wheeler Street Suite #1, Class C Retail Alcohol License
 - f. Northcrest Inc, 1801 20th Street, Special Class C Retail Alcohol License with Outdoor Service
10. RESOLUTION NO. 25-341 approving Professional Services Agreement with Stanley Consultants, of Des Moines, IA, for 2025/26 Collector Street Pavement Improvements (Bloomington Road) in an amount not to exceed \$72,000
11. RESOLUTION NO. 25-342 approving Professional Services Agreement with Foth Infrastructure & Environment, LLC, of Cedar Rapids, IA, for the Duff Avenue Corridor Study in an amount not to exceed \$100,000
12. RESOLUTION NO. 25-343 approving preliminary plans and specifications for 2024/25 Multi-Modal Roadway Improvements (6th Street, North of City Hall), setting August 6, 2025, as the bid due date and August 12, 2025, as the date of Public Hearing
13. RESOLUTION NO. 25-344 approving contract renewal with EMC Claims Solutions, LLC, of Des Moines, IA, to provide third-party administration of the City's Workers' Compensation and Municipal Fire and Police "411 System" claims for the term of August 1, 2025, through June 30, 2026
14. RESOLUTION NO. 25-345 approving contract renewal for the purchase of oils, lubricants, and fluid analysis for Fleet Services and Ames Transit Agency (CyRide) to Heritage Petroleum, LLC of Evansville, IN, for the one-year period from July 1, 2025 through June 30, 2026, in an amount not-to-exceed \$49,300.00
15. RESOLUTION NO. 25-346 awarding contract to Wulfekuhle Injection and Pumping of Peosta, IA, for FY 2025/26 WPC Biosolids Disposal Contract using unit prices as bid in a total amount not to exceed \$104,687.50
16. RESOLUTION NO. 25-347 approving third amendment to 28E Funding Agreement with Story County Edge of Field Project
17. Prairie View Industrial Center Utility Extension Project
- a. RESOLUTION NO. 25-348 approving Change Order No. 4 with Keller Excavating of Boone, IA, for the Prairie View Industrial Center Utility Extension Project, a deduction in the amount of \$298,239.42
 - b. RESOLUTION NO. 25-349 approving Change Order No. 5 with Keller Excavating of Boone, IA, for the Prairie View Industrial Center Utility Extension Project, a deduction in the amount of \$147,984.88
 - c. RESOLUTION NO. 25-350 accepting Prairie View Industrial Center Utility Extension Project as completed by Keller Excavating of Boone, IA, in the amount of \$8,269,896.42
18. RESOLUTION NO. 25-351 approving Change Order No. 4 with Keller Excavating, Inc. of Boone, IA, for the North River Valley Well Field and Pipeline Project, in the amount of \$47,336
19. RESOLUTION NO. 25-352 approving Change Order No. 4 to 2022/23 Airport Improvements Program (South Apron Rehab), the balancing change order, a

deduction in the amount of \$35,531.35

20. RESOLUTION NO. 25-353 approving partial completion of public improvements and reducing the financial security on file for North Dayton Industrial Park Subdivision to \$173,250
21. RESOLUTION NO. 25-354 approving partial completion of public improvements and reducing the financial security on file for North Sunset Ridge 1st Addition to \$385,150.13
22. RESOLUTION NO. 25-355 approving partial completion of public improvements and reducing the financial security on file for Sunset Ridge 11th Addition to \$28,220.00
23. RESOLUTION NO. 25-356 approving partial completion of public improvements and reducing the financial security on file for Ansley 3rd Addition Subdivision to \$405,659.50
24. RESOLUTION NO. 25-357 approving completion of public improvements and releasing in full the financial security on file for Sunset Ridge 10th Addition
25. RESOLUTION NO. 25-358 approving completion of public improvements and releasing in full the financial security on file for Hayden's Ridge - Townhome Community
26. RESOLUTION NO. 25-359 approving Minor Final Plat for Hy-Vee Subdivision Second Addition
27. RESOLUTION NO. 25-360 approving consent of assignment of cellular antenna site lease from Verizon Wireless to VB Acquisitions, LLC

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

PUBLIC FORUM: Mayor Haila opened the Public Forum.

Max Rothschild addressed deer population control in the Munn Woods area, requesting that urban deer hunting be allowed for a short period in the winter months to help reduce the population.

Grant Olson spoke about concerns and provided recommendations regarding the current Request for Proposals (RFP) for roadway improvements to the Stange Road corridor through the Somerset area.

Kate Gregory discussed concerns relating to the request from Mary Greeley Medical Center for a Zoning Text Amendment that would allow for an expansion of its campus.

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

FY 2024/25 CLIMATE ACTION PLAN UPDATE: This item was tabled to a future meeting.

NUISANCE ORDINANCE UPDATE: This item was tabled to a future meeting.

SOLID WASTE DISPOSAL AGREEMENT: Assistant City Manager Brian Phillips and

Public Works Director Justin Clausen presented the proposed terms of the Solid Waste Disposal Agreement with Carroll County.

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

Moved by Gartin, seconded by Betcher, to adopt RESOLUTION NO. 25-361 approving Solid Waste Disposal Agreement with Carroll County, Iowa Solid Waste Management Commission.

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

CLASS C RETAIL LICENSE - LA CASA MAYA: Chief of Police Geoff Huff shared that in the past 12 months, La Casa Maya has failed two out of three compliance checks and has also failed to attend training offered by the Police Department. He noted that it was his recommendation as the Chief of Police to deny the renewal application.

Mayor Haila opened the Public Input.

Laura Hernandez, wife of La Casa Maya owner Juan Hernandez, spoke to the efforts taken by the restaurant to adhere with laws involving alcohol service and the intent of staff to attend bilingual training offered by the Police Department.

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

Moved by Betcher, seconded by Rollins to deny a Class C Retail License - La Casa Maya, 631 Lincoln Way, Class C Retail Alcohol License with Outdoor Service.

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

HEARING ON FIRE ALARM UPGRADE FOR THE POWER PLANT: The Public Hearing was opened and closed by Mayor Haila when no one came forward to speak.

Moved by Betcher, seconded by Gartin, to approve the report of bids.

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

Moved by Beatty-Hansen, seconded by Corrieri, to adopt RESOLUTION NO. 25-362 approving final plans and specifications and awarding a contract to Van Maanen Electric Inc. of Newton, IA, in the amount of \$359,895.

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

HEARING TO VACATE RIGHT-OF-WAY ON LOT 'J' OF BLOOMINGTON HEIGHTS WEST PLAT 3: Mayor Haila opened and closed the Public Hearing when no one came forward to speak.

Moved by Gartin, seconded by Rollins, to adopt RESOLUTION NO. 25-25-363

approving vacating right-of-way on Lot 'J'.

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

Moved by Gartin, seconded by Rollins, to adopt RESOLUTION NO. 25-364 approving establishment of 5-foot public utility easement on the easterly property line of said parcel.

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

HEARING ON REZONING OF PROPERTY LOCATED AT 57258 220TH STREET (EAST 13TH STREET) FROM AGRICULTURAL (A) TO GENERAL INDUSTRIAL (GI) UPON ITS FINAL APPROVAL OF ANNEXATION BY THE STATE: The Public Hearing was opened and closed by Mayor Haila when no one came forward to speak.

Moved by Beatty-Hansen, seconded by Gartin, to pass on first reading an ordinance rezoning property located at 57258 220th Street (East 13th Street) from Agricultural (A) to General Industrial (GI) upon its final approval of annexation by the State.

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

HEARING ON AMENDMENTS TO CHAPTER 29 OF THE AMES MUNICIPAL CODE FOR DRIVEWAY ZONING STANDARDS: Planning and Housing Director Kelly Diekmann highlighted the support of staff to initiate changes to driveway dimensions and spacing. He also presented a proposed paving extension for long driveways.

Mayor Haila opened the Public Hearing.

Alex Wickenkamp shared support of the changes presented by staff, specifically concerning paving exemptions for long driveways.

Moved by Gartin, seconded by Betcher, to pass on first reading an ordinance regarding amendments to Chapter 29 of the Ames *Municipal Code* for Driveway Zoning Standards.

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

Moved by Rollins, seconded by Betcher, to direct staff to draft ordinance to create paving exception for long driveways to be approved by the Zoning Board of Adjustment. Vote on Motion: 5-1, Gartin dissenting. Motion declared carried unanimously.

MODIFICATIONS TO THE AMES *MUNICIPAL CODE* FOR RENEWABLE ENERGY BUYBACK PROGRAM: This item was tabled to a future agenda.

THIRD READING AND ADOPTION OF ORDINANCE NO. 4563 TO COMPLY WITH THE NEW STATE LAW REGARDING CITIZEN REVIEW BOARDS OF POLICE AND REPEAL AMES RESIDENT POLICE ADVISORY COMMITTEE (ARPAC): Moved by Betcher, seconded by Gartin, to pass on third reading and adopt ORDINANCE NO.

4563 to comply with the new state law regarding citizen review boards of police and repeal Ames Resident Police Advisory Committee (ARPAC).
Roll Call Vote: 6-0. Motion declared carried unanimously.

DISPOSITION OF COMMUNICATIONS TO COUNCIL: Mayor Haila noted that there were six items to consider. The first was from Rick Sanders, Iowa State University Research Park President, regarding a request for a Zoning Text Amendment.

Moved by Betcher, seconded by Gartin, to request a memo from staff.
Vote on Motion: 6-0. Motion declared carried unanimously.

A response from Municipal Engineer Mindy Bryngelson concerning a request from Maple Grove Mobile Home Park for municipal sanitary sewer service was the second item.

Moved by Betcher, seconded by Junck, to place the item on a future agenda.
Vote on Motion: 6-0. Motion declared carried unanimously.

The next three items were from Director Diekmann regarding a request for Zoning Text Amendment for Regulations in the South Lincoln Sub Area Mixed-Use District (S-SMD), a request for a Zoning Text Amendment to Hospital/Medical Design District (S-HM), and a status update to the Planning Work Plan. The status update was noted to be for information only.

Moved by Beatty-Hansen, seconded by Betcher, to place the request for Zoning Text Amendment for Regulations in the South Lincoln Sub Area Mixed-Use District (S-SMD) on a future agenda.
Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Betcher, seconded by Gartin, to place the request for a Zoning Text Amendment to Hospital/Medical Design District (S-HM) on a future agenda.
Vote on Motion: 6-0. Motion declared carried unanimously.

An update from Chief Huff concerning a request to expand the urban deer hunting program to include Munn Woods was the final item.

Moved by Betcher, seconded by Beatty-Hansen, to refer the request to the Parks and Recreation Commission along with the correspondence with the Munn Woods neighbors concerning the request for consideration.
Vote on Motion: 6-0. Motion declared carried unanimously.

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

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

ADJOURNMENT: Moved by Betcher, seconded by Beatty-Hansen, to adjourn the meeting at 7:48 p.m.

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

Carly M. Watson, Deputy City Clerk

John A. Haila, Mayor

Renee Hall, City Clerk



Item No. 5
MEMO

To: Mayor & City Council

From: City Clerk's Office

Date: July 22, 2025

Subject: New 5-Day Class C Retail Alcohol License - Christiani's Events LLC -
2321 North Loop Drive

Please see the attached documentation for a new 5-Day (August 15-20, 2025)
Class C Retail Alcohol License - Christiani's Events LLC - 2321 North Loop
Drive

ATTACHMENT(S):

[Christianias 5day application.pdf](#)



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CHRISTIANI'S EVENTS, L.L.C.	Christiani's Events	(515) 287-3169		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
2321 North Loop Drive		Ames	Story	50010
MAILING ADDRESS	CITY	STATE	ZIP	
2321 North Loop Drive	Ames	Iowa	50010	

Contact Person

NAME	PHONE	EMAIL
Peter Worsham	(515) 360-8069	christianiscatering1@gmail.com

License Information

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

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 15, 2025	Aug 19, 2025	

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Carol Christiani	Ames	Iowa	50010	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Aug 15, 2025

POLICY EXPIRATION DATE

Aug 20, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



Item No. 6
MEMO

To: Mayor & City Council

From: City Clerk's Office

Date: July 22, 2025

Subject: New Class C Retail Alcohol License - Patio Bar & Grill

Please see attached documentation for a new Class C Retail Alcohol License with outdoor service - Patio Bar & Grill, 4518 Mortensen Road

ATTACHMENT(S):

[Patio Bar & Grill new liquor license application.pdf](#)



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

GOD'S TABLE GROUP INC

NAME OF BUSINESS(DBA)

Patio Bar & Grill

BUSINESS

(515) 868-8626

ADDRESS OF PREMISES

4518 Mortensen Road

PREMISES SUITE/APT NUMBER

Suite 101-104

CITY

Ames

COUNTY

Story

ZIP

50014

MAILING ADDRESS

4518 Mortensen Road

CITY

Ames

STATE

Iowa

ZIP

50014

Contact Person

NAME

Jacqueline Villafana

PHONE

(515) 868-8626

EMAIL

licensing@inmobiliariadsm.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Class C Retail Alcohol License

12 Month

Submitted
to Local
Authority

EFFECTIVE DATE

EXPIRATION DATE

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES

Catering, Outdoor Service



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Virginia Montes Gregorio	Ames	Iowa	50014	Owner	60.00	No
Juan Carlos Dominguez Santos	Ames	Iowa	50014	Owner	40.00	No

Insurance Company Information

INSURANCE COMPANY

Farmers Insurance Group

POLICY EFFECTIVE DATE

Aug 18, 2025

POLICY EXPIRATION DATE

Aug 17, 2026

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 Tom Shelton, Ames Police Department
Date: July 22, 2025
Subject: Beer Permits & Liquor License Renewal

The following licenses are eligible for renewal:

- a. Cyclone Experience Network Jack Trice, 1800 S 4th Street, Class C Retail Alcohol License with Catering Privilege and Outdoor Service
- b. Fareway Meat Market #189, 3720 Lincoln Way, Class E Retail Alcohol License
- c. Sweet Caroline's, 316 Main Street, Class C Retail Alcohol License with Outdoor Service and Catering, Pending Dramshop Review
- d. The Mucky Duck Pub, 3100 S Duff Avenue, Class C Retail Alcohol License with Outdoor Service and Catering, Pending Dramshop Review
- e. Kum & Go # 1215, 4506 Lincoln Way, Class E Retail Alcohol License
- f. Hickory Park, 1404 S. Duff Avenue, Special Class C Retail Alcohol License, Pending Dramshop Review
- g. El Azteca, 2120 Isaac Newton, Class C Retail Alcohol License

A review of police records for the past 12 months found no liquor law violations for Cyclone Experience Network Jack Trice, Fareway Meat Market #189, Sweet Carolines, The Mucky Duck, Kum & Go #1215, or Hickory Park. **Therefore, the Police Department recommends the license renewal for the above businesses.**

The Police Department conducts compliance checks on establishments that hold liquor licenses in the City of Ames. These compliance checks are completed by taking an underage person to liquor licenses establishments who then attempts to purchase alcohol. A business passes the check if the employee asks for identification and rightly refuses the purchase. An establishment fails the compliance check if the employee sells to the underage person. **In the past 12 months, El Azteca has failed one and passed one compliance checks.**

The first failed compliance check occurred on 5/1/2025 . A minor (20 years old) was served an alcoholic beverage. The minor ordered an alcoholic drink and the employee asked for identification. The employee was handed the minor's

genuine ID showing them to be 20 years of age. The employee failed to recognize the individual was under the age of 21. The waiter said that he misread the ID. The establishment was notified and encouraged to attend Quarterly Meetings, ID training sessions, and I-PACT training offered through the state.

A follow up compliance check was conducted on June 26, 2025. On this occasion, the employee asked for ID and correctly refused the sale, passing the follow up check.

At this time, the Police Department recommends the license renewal for El Azteca. If there are further violations of serving underage, the Police Department will bring that information to Council for possible action.



To: Mayor and City Council
From: Keith Abraham, Parks and Recreation Director
Date: July 22, 2025
Subject: Fitch Family Indoor Aquatic Center Monthly Update

PROJECT UPDATE:

In accordance with a previous directive, staff is required to keep the City Council informed of the construction status of the Fitch Family Indoor Aquatic Center (FFIAC) and will provide a written update at Council's second meeting of each month.

Additionally, staff, along with representatives from Story Construction and RDG Planning and Design, will provide an in-person update once per quarter (January, April, July, & October). If anything occurs during the project that requires Council action, staff will present this in a timely manner. **Due to the number of agenda items for City Council's July 22 meeting, staff is providing a written report this month and will provide an in-person report at Council's August 26 meeting.**

In accordance with this directive, the City's Construction Manager for the project, Story Construction, has provided a Project Status Report (Attachment A). Story Construction and RDG Planning and Design are 96% complete with reviewing shop drawings and submittals. This activity will continue until 100% complete.

CHANGE ORDER SUMMARY:

There were two change orders recently approved, and the changes thus far on the project are shown on the change order log (Attachment B). Staff directed contractors to implement the two change orders which are: 1) Increasing the concrete thickness in the maintenance area from four to six inches (\$7,029), and 2) Moving the conduit due to the increased depth of concrete in the maintenance area (\$1,007).

To date, change orders for the project total \$272,869, or 12.99% of the contingency budget. The contingency for this project is \$2.1 million with a current balance of \$1,827,131. There is also \$1 million set aside for mitigation of contamination issues, which has not been used at this time.

ATTACHMENT(S):

[Attachment A - Story Construction Monthly Project Status Update 2025-7.pdf](#)

[Attachment B - Change Order Log - 7-22-25.pdf](#)

Fitch Family Indoor Aquatic Center
Monthly Project Status Report
July 2025

***Natatorium: Wellness, Recreation and Lap Pools**

***Non-Natatorium: All supporting rooms outside of the Natatorium including Mechanical, Loading, Locker Rooms, Offices, Main Lobby & Check-In, and the Alternate Walk Path**

PROGRESS THIS PAST MONTH:

1. Lap Pool basin concrete slabs were nearly completed, and concrete walls were started.
2. Interior framing was completed for full height walls in the non-Natatorium and in-wall blocking supports started.
3. Masonry partitions were completed in the non-Natatorium.
4. Ductwork, plumbing, sprinkler and electrical rough ins continued in the non-Natatorium.
5. Mechanical equipment and plumbing installations continued in the Aquatic and Electrical Mechanical Rooms.
6. Curtain wall framing and glazing started on the exterior of the non-Natatorium.
7. The NW corner of the site was paved, and light pole bases were set. The NE corner of the parking lot was demolished and graded in preparation of the NE storm structures.
8. Building Envelope Consult inspections continued for vapor barrier, pool water stop and curtain wall glazing.
9. Building Envelope Consult Pre-install meeting was held for shower waterproofing.
10. Special inspections and testing of concrete and sitework continued.
11. MEP Commissioning Kick-Off meeting was held with mechanical and electrical contractors.
12. Submittals and Requests for Information continued to be processed between the Bid Package Contractors, Story Construction, and RDG Planning & Design.

WORK PLANNED FOR NEXT MONTH:

1. Lap Pool concrete will be nearly completed.
2. Interior ceiling framing and partial height wall framing will be completed in the non-Natatorium.
3. Ductwork and sprinkler piping will be completed in the non-Natatorium.
4. Electrical and plumbing overhead rough ins will be completed and in-wall rough ins will continue.
5. Plumbing in the Aquatic and Electrical Mechanical Rooms will continue.
6. Curtain wall framing and glazing will continue on the exterior of the non-Natatorium.
7. Storm structures, paving and light pole bases in the NE corner of the site will be completed.
8. Perimeter sidewalk demolition and prep will begin.
9. Alliant Energy will install the gas service and set the gas meter against the building exterior.

10. Building Envelope Consult inspections will continue for vapor barrier, pool water stop and curtain wall glazing.
11. Special inspections and testing of concrete and sitework will continue.
12. Development of the Crew Workflow Plans for the pools, interior finishes and site improvements and parking will continue.

SCHEDULE SUMMARY:

Construction Substantial Completion Date: January 20, 2026

PROJECT PHOTOS: [Next page]

PROJECT PHOTOS:

Progress

SITE WORK VIEW OF NW CORNER - PREP FOR PAVING

Taken Date
06/12/2025 at 01:25 pm

Upload Date
06/24/2025 at 11:22 am

Uploaded By
Eli Rochleau

File Name
[CEDC901F-BADC-42F1-B...](#)



Progress

NW CORNER OF PAVING IN PROGRESS

Taken Date
06/13/2025 at 08:47 am

Upload Date
06/24/2025 at 11:22 am

Uploaded By
Eli Rochleau

File Name
[1DCB44EF-B7D4-4AA0-...](#)



Aerial Photos

**VIEW TO WEST -
NORTHEAST CORNER PREP
FOR STORM STRUCTURES**

Taken Date
07/14/2025 at 01:53 pm

Upload Date
07/14/2025 at 02:11 pm

Uploaded By
Mitch Anderson

File Name
DJI_0562.JPG



Aerial Photos

**VIEW TO SOUTHEAST -
NORTHWEST PAVING
COMPLETE**

Taken Date
07/14/2025 at 01:52 pm

Upload Date
07/14/2025 at 02:11 pm

Uploaded By
Mitch Anderson

File Name
DJI_0559.JPG



Progress

LAP POOL - DEEP END
BASIN SLABS AND PREP
FOR WALLS

Taken Date
06/16/2025 at 01:25 pm

Upload Date
06/24/2025 at 11:24 am

Uploaded By
Eli Rochleau

File Name
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Progress

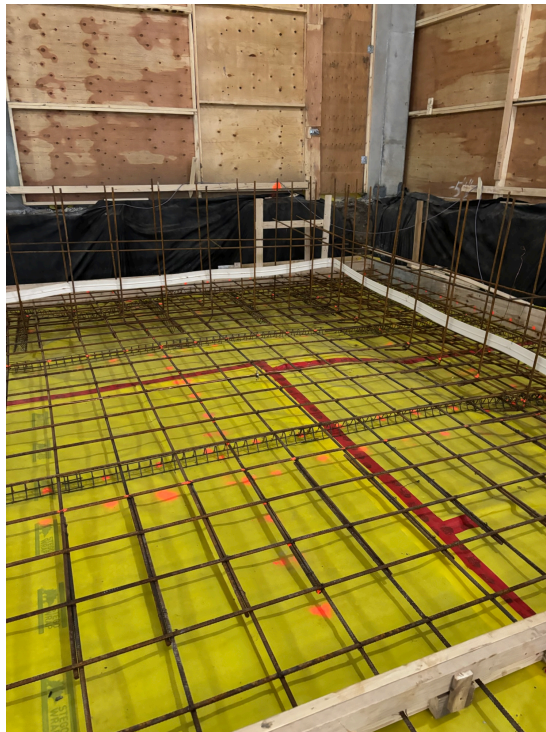
LAP POOL NORTHEAST
BASIN SLAB PREP WITH
VAPOR BARRIER AND BAR

Taken Date
06/24/2025 at 09:59 am

Upload Date
06/30/2025 at 09:43 am

Uploaded By
Eli Rochleau

File Name
54347ADA-EF70-41DA-8...



Progress

LAP POOL NORTHEAST
SLAB BASIN CONCRETE
POUR IN PROGRESS

Taken Date

06/24/2025 at 11:28 am

Upload Date

06/30/2025 at 09:43 am

Uploaded By

Eli Rochleau

File Name

2543C93B-1156-4F47-B...



Progress

AQUATIC MECHANICAL RM
EQUIPMENT AND
DUCTWORK IN PROGRESS

Taken Date

06/18/2025 at 11:03 am

Upload Date

06/18/2025 at 11:00 am

Uploaded By

Deb Thurmond

File Name

IMG_2025_06_18_11_03...



Progress

**LOCKER ROOM RESTROOM
DUCTWORK AND
SPRINKLER IN PROGRESS**

Taken Date

06/26/2025 at 02:19 pm

Upload Date

06/27/2025 at 03:21 pm

Uploaded By

Eli Rochleau

File Name

5C1BEC98-ECDD-4103-...



Progress

**ADMINISTRATIVE OFFICE
DUCTWORK AND
ELECTRICAL IN PROGRESS**

Taken Date

06/26/2025 at 02:18 pm

Upload Date

06/30/2025 at 09:43 am

Uploaded By

Eli Rochleau

File Name

35482027-3A2B-4047-B...



Progress

**WALK PATH / MULTI PURPOSE
ROOMS FRAMING IN
PROGRESS**

Taken Date

07/15/2025 at 12:48 pm

Upload Date

07/15/2025 at 12:44 pm

Uploaded By

Deb Thurmond

File Name

IMG_2025_07_15_12_48...



Progress

**LOCKER ROOM CORRIDOR
FRAMING VIEW TO WEST**

Taken Date

07/15/2025 at 12:47 pm

Upload Date

07/15/2025 at 12:44 pm

Uploaded By

Deb Thurmond

File Name

IMG_2025_07_15_12_47...



Progress

**NORTH ELEVATION
CURTAIN WALL GLAZING
IN PROGRESS**

Taken Date

07/15/2025 at 12:46 pm

Upload Date

07/15/2025 at 12:43 pm

Uploaded By

Deb Thurmond

File Name

IMG_2025_07_15_12_46...



FITCH FAMILY INDOOR AQUATIC CENTER

CHANGE ORDER LOG

(As of 7/22/25)

Highlighted Rows Indicate New Change Orders Since the Last Update

Contractor	Change Order #	Description	Amount	Balance
Beginning Contingency Balance				\$ 2,100,000
All Star Concrete	1	Precast Enbeds Install Change Contracts	\$ 10,010	\$ 2,089,990
All Star Concrete	2	Increase Concrete Thickness in Maintenance Area	\$ 7,029	\$ 2,082,961
Core Construction	1	IDPH Permit Review, Precast Panel Joint Mods, Mechanical Louver Mods, Steel Lintel, Precast Enbeds Install Change Contracts	\$ 22,065	\$ 2,060,896
Core Construction	2	Misc. Structural Revisions & South Elevation Glazing Revised	\$ 3,979	\$ 2,056,917
Core Construction	3	Geared Trolley and Hoist	\$ (2,952)	\$ 2,059,869
Core Construction	4	Sink Countertop Brackets	\$ (1,203)	\$ 2,061,072
Core Construction	5	Channel Support	\$ 3,739	\$ 2,057,333
Forrest & Associates	1	Channel Support	\$ 1,163	\$ 2,056,170
Lansink Construction	1	Wet Room Door Change, Multipurpose Room Cubbies	\$ 42,129	\$ 2,014,041
Lansink Construction	2	Door 115A Change to FRP	\$ 2,858	\$ 2,011,183
Lansink Construction	3	Interior Finishes	\$ 3,021	\$ 2,008,162
Lansink Construction	4	Check-In Standing Desk	\$ 3,995	\$ 2,004,167
Lansink Construction	5	Sink Countertop Brackets	\$ 1,639	\$ 2,002,528
Lansink Construction	6	Wood Blocking	\$ 752	\$ 2,001,776
Central States Roofing	1	IDPH Permit Review, Mechanical Louver Mods	\$ 1,647	\$ 2,000,129
Central States Roofing	2	Roofing Over Hollow Core	\$ 5,116	\$ 1,995,013
Orning Glass Company	1	Wet Room Door Changes	\$ (3,823)	\$ 1,998,836
Orning Glass Company	2	Window Frit Revisions	\$ 1,743	\$ 1,997,093
Hilsabek Schacht	1	Wet Room Door Change	\$ -	\$ 1,997,093
Hilsabek Schacht	2	Door 115A Change to FRP	\$ -	\$ 1,997,093
Hilsabek Schacht	3	Donor Wall Drywall	\$ 3,557	\$ 1,993,536
Hilsabek Schacht	4	Site Signage	\$ (350)	\$ 1,993,886
Hilsabek Schacht	5	Precast Pocket Covers	\$ 2,598	\$ 1,991,288
Sande Construction	1	IDPH Permit Review Updates	\$ 1,370	\$ 1,989,918
Sande Construction	2	CO2 Tank Distribution Piping	\$ 2,692	\$ 1,987,226
Brockway Mechanical	1	Hydronic Pumps Flow Update	\$ (2,320)	\$ 1,989,546
Brockway Mechanical	2	IDPH Permit Review Updates, 6" Storm Drain Relocation, Mechanical Louver Mods, Glycol Feed Dual Pump	\$ 38,702	\$ 1,950,844
Brockway Mechanical	3	State Requirements	\$ 12,033	\$ 1,938,811
Van Maanen Electric	1	IDPH Permit Review Updates	\$ 21,953	\$ 1,916,858
Van Maanen Electric	2	Transformer Relocate	\$ 14,237	\$ 1,902,621
Van Maanen Electric	3	Light Fixture SWA Dimming	\$ 4,679	\$ 1,897,942
Van Maanen Electric	4	Conduit Change Due to Increasing Concrete Thickness in Maintenance Area	\$ 1,007	\$ 1,896,935
Con-Struct	1	Water Service Disconnect	\$ 7,747	\$ 1,889,188
Con-Struct	2	Building Rubble Removal	\$ 45,419	\$ 1,843,769
Iowa Pipe & Grading	1	Storm & Existing Water Utility Conflict & Sanitary Tie in at N. 2nd Ave	\$ 14,518	\$ 1,829,251
Lakeside	1	Site Signage	\$ 2,120	\$ 1,827,131
Totals / Current Balance			\$ 272,869	\$ 1,827,131

COUNCIL ACTION FORM

SUBJECT: **APPROVAL OF ASSET POLICIES AND PROCEDURES**

BACKGROUND:

Each year the Analysis on Social Services Evaluation Team (ASSET) Administrative Team and volunteers review the ASSET Policies and Procedures and provide any updates or revisions as needed. The Board has recently done so and at its July 10, 2025 meeting, the Board voted to approve the updated ASSET Policies and Procedures attached (which shows the proposed changes from the 2024 Policies and Procedures).

Each funder is also responsible for reviewing the revisions and approving or denying the revisions. Therefore, this item is now before Council for consideration. In summary, the revised ASSET Policies and Procedures for 2025 contains the following changes:

1. There were several areas where language was added or modified to provide clarity (pages 3, 4, 5, 7, 8, and 9).
2. The following language was added to Section II. Sponsoring Organizations (page 3):
"Prospective Funder: We are open to the addition of Funder agencies. Any interested agencies should contact the ASSET Admin Assistant for further instructions with criteria to be determined."
3. The following language was added to Section XI. Agency Participation under New Agency Application Process, bullet E (pages 7-8):

"If a credible complaint is received regarding an Agency being considered for approval as an ASSET agency, the ASSET Admin Team shall review and discuss the complaint(s) and make a recommendation to the ASSET Board for approval or denial of the Agency's request. The complaint, along with the Agency's application, the need for the service, letters of support, Agency's response to the complaint, and all other relevant information should be considered prior to making a recommendation."

If the City Council approves this updated version, a clean copy of the Policies and Procedures, once accepted by all ASSET Funders, will be posted to the [ASSET website](#).

ALTERNATIVES:

1. Approve the recommended revisions to the ASSET Policies and Procedures.
2. Do not approve the recommended revisions to the ASSET Policies and Procedures.

CITY MANAGER'S RECOMMENDED ACTION:

The annual review of the ASSET Policies and Procedures is a key step to ensure policies are kept up to date and address any changes needed in the process. Changes to the Policies and Procedures are adopted once a majority of the ASSET Funders approves the revisions. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

ATTACHMENT(S):

[ASSET Policies 2025 - Revisions Outlined.docx](#)

ASSET

POLICIES & PROCEDURES

May 2025

www.storycountyasset.org

Sponsoring Organizations:

**City of Ames
Story County
United Way of Story County
ISU Student Government**

TABLE OF CONTENTS

I.	Purpose	3
II.	Sponsoring Organizations	3
III.	Team Structure	3
IV.	Termination	3
V.	Tenure of Members	4
VI.	Officers	4
VII.	ASSET Operations	5
VIII.	Administrative Team Operations	5
IX.	Committees	6
X.	Duties and Responsibilities of ASSET	6
XI.	Agency Participation	7
XII.	Funding Process	8
XIII.	Planning Process	9
XIV.	Changes in Service	9
XV.	Funding Appeal Process	10
XVI.	Amendments to Policies/procedures	10
	Appendix A –ASSET Agency Participation Criteria	11
	Appendix B – Conflict of Interest	12

POLICIES AND PROCEDURES FOR ASSET

By agreement among sponsoring organizations (Funders), a team shall be authorized by all sponsors but separate from any sponsor. The name of this process is "Analysis of Social Services Evaluation Team" or "ASSET."

I. PURPOSE

- A. To promote coordination of human services planning and funding among the sponsoring organizations.
- B. To assess the human services needs in Story County and evaluate the capabilities of agencies to provide the programs that meet those needs.
- C. To provide funding recommendations to the governing bodies of the sponsoring organizations.

II. SPONSORING ORGANIZATIONS

- A. Ames City Council (City)
- B. Story County Board of Supervisors (County)
- C. United Way of Story County (UWSC)
- D. ISU Student Government

Prospective Funder: we are open to the addition of Funder agencies. Any interested agencies should contact the ASSET Admin Assistant for further instructions with criteria to be determined.

E.

III. TEAM STRUCTURE

- A. The City, County, and UWSC shall each appoint six (6) volunteers and ISU Student Government will appoint four (4) Volunteers, as voting members of the board (Volunteers).
- B. The City, County, UWSC, and ISU Student Government shall each appoint one staff person. The staff appointees shall be non-voting board members at ASSET Board meetings but are voting members at ASSET Admin Team meetings (Staff).
- C. The Administrative Assistant shall be a contract position paid jointly by the Funders through a 28E Agreement and shall be a non-voting participant.
- D. The Community Impact Director is an employee of United Way of Story County and manages Clear Impact Scorecard, the outcome measurement database used by agencies in the ASSET process to track and report service outcomes. The role shall be a non-voting participant on the Administrative Team and ASSET Board.

IV. TERMINATION

A Sponsoring Organization may withdraw its participation in the Intergovernmental/ Agency Agreement to Fund Administrative Services for the ASSET Process on written notice to the other Sponsoring Organizations. Written notice shall be given no later than July 1 of any given year and termination will be effective June 30 of the following year. A shorter notice period may be granted upon agreement of the other Sponsoring Organizations though the date of termination shall remain June 30 of the given fiscal year. Each Sponsoring Organization shall remain liable for its pro rata share of expenses until withdrawal takes effect.

Upon withdrawal of a Sponsoring Organization, the remaining Sponsoring Organizations shall be responsible for equally contributing to the contract to fund the yearly expense for administrative services. A new or amended intergovernmental/agency funding agreement shall be filed with the Iowa Secretary of State as soon as is practical upon the withdrawal of any Sponsoring Organization

V. TENURE OF MEMBERS

- A. The term of Volunteers shall be three (3) years. ASSET recognizes that ISU Student Government appointees may not be able to serve three-year terms.
- B. The terms of Staff shall be continuous until terminated by the appointing Funder.
- C. An unexpired term of a Volunteer shall be filled by the Funder that appointed that Volunteer.
- D. No Volunteer may serve more than three (3) consecutive full terms, except the Past Chair, Chair and Vice Chair may serve longer to fulfill the duties of their offices.
- E. If a Volunteer is appointed to fill the remainder of an unexpired term, the newly appointed Volunteer is eligible to serve a maximum of ten consecutive years unless conditions delineated in paragraph D above apply.
- F. If a Volunteer accumulates three consecutive unexcused absences in any one ASSET year (April through March), or otherwise fails to fulfill their responsibilities, the Funder may appoint a replacement Volunteer. An unexcused absence is defined as when a Volunteer does not notify their Funder representative and/or the Administrative Assistant about being absent. Notifying the Administrative Assistant is the preferred method.
- G. All Volunteers and Staff are required to sign Conflict-of-Interest and Confidentiality forms annually. (Appendix B).

VI. OFFICERS

- A. Officers shall be Chair, Vice Chair, Past Chair, and Treasurer, each of whom shall be elected for a one-year term by a quorum of the Volunteers.
- B. Staff members are ineligible to hold an office.
- C. A Chair may not hold that office for more than two consecutive one-year terms.
- D. A vacancy in any office shall be filled by a majority vote of a quorum of the Volunteers

for the unexpired portion of the term, except for the position of past chair, which would remain vacant should that Volunteer leave the ASSET process.

- E. The ASSET Chair is authorized to sign contracts, agreements, correspondence, and similar documents on behalf of ASSET with respect to operations of the ASSET board and/or response to letters from various sources. The Vice Chair may sign if the Chair is unavailable.

VII. ASSET OPERATIONS

- A. Regular meetings of ASSET shall be held in accordance with Iowa's Open Meetings law and may be conducted in person, virtually or in a hybrid fashion. If circumstances warrant it, a meeting of ASSET may be canceled by the Administrative Team. An announcement of meeting cancellation will be posted, and notice sent to members and participating agencies as soon as possible under the circumstances.
- B. Unless otherwise specified, meetings shall be conducted according to Robert's Rules of Order. However, technical or non-substantive departures from these rules shall not invalidate any action taken at a meeting.
- C. Agendas will be posted at Ames City Hall and the ASSET website (<http://www.storycountyasset.org>) at least three days prior to the meeting, and notification sent electronically to each ASSET member and participating Agency.
- D. A quorum shall consist of one-half plus one of the currently appointed Volunteers. A majority vote of the quorum present shall constitute a decision of ASSET. In the event a quorum is not present, ASSET business may be conducted by a simple majority vote of those present, if at least one voting member from each Funder is represented. Exceptions to this include decisions for funding recommendations or changes to the Policies and Procedures, or anything that requires Funder approval.
- E. The Chair may vote on all business that comes before ASSET and shall be included as part of the quorum.
- F. Special meetings may be called by the Chair or by petition of one-fourth of the Volunteers with not less than five days' written notice to the Volunteers and Staff by email or regular mail.
- G. Minutes of ASSET meetings shall be recorded and distributed to Staff, Volunteers, and Agencies, by posting on the ASSET website (<http://www.storycountyasset.org>). Minutes shall be made public in accordance with the Iowa Open Records law.
- H. ASSET records will be retained for at least five years. This includes budget books, Administrative Team meeting agendas and minutes, ASSET Board meeting agendas and minutes, agency audits and form 990s, agency applications, agency requests for new/expanded services, and other agency correspondence.

VIII. ADMINISTRATIVE TEAM OPERATIONS

- A. Staff members, the Chair, the immediate past Chair, the Vice Chair, and the Treasurer, shall serve as an Administrative Team.

- B. The Administrative Team will meet prior to regular ASSET meetings. If there are no significant pending actions, an Administrative Team meeting may be canceled by the Chair or Vice Chair.
- C. All members of the Administrative Team shall be voting members on Administrative Team business, including staff members, except the ASSET Administrative Assistant and the UWSC Community Impact Director.
- D. A quorum shall consist of more than half of the existing Administrative Team members. A quorum shall include at least one Volunteer. A majority vote of the quorum present shall constitute a decision of the Administrative Team.
- E. Minutes of the Administrative Team and ASSET shall be recorded and distributed to all Staff, Volunteers, and Agencies, by posting on the ASSET website (<http://www.storycountyasset.org>). Minutes shall be made public in accordance with the Iowa Open Records law.

IX. COMMITTEES

- A. Staff and committees shall have substantial responsibility for the operation of ASSET and for assisting the Volunteers. Committees may be established as follows:
 - a. The Administrative Team may form committees to identify issues, perform studies, and bring recommendations to ASSET.
 - b. ASSET may request committees to identify issues, perform studies, and bring recommendations to ASSET. Committee members may be appointed by the ASSET Chair.
 - c. A Funder may request formation of a committee and make recommendations to ASSET with respect to membership on such committee. The ASSET Chair may appoint the committee members.

X. DUTIES AND RESPONSIBILITIES OF ASSET

- A. To make annual allocation recommendations to the Funders for services provided by participating agencies. The recommendations shall be consistent with instructions and priorities received from the Funders:
- B. To set a timetable each year for the funding recommendation process;
- C. To organize hearings for agency presentations regarding their proposed budgets and program plans;
- D. To review services and code definitions as assigned to agencies for use in the budget and billing process;
- E. To develop and maintain an index of services offered in Story County (This index will be located in the ASSET Reference Manual for Volunteers and Agencies.);
- F. To meet with the Funders at least twice yearly (usually in January and September). At these meetings, each Funder has one vote. A majority of Funders present constitutes

quorum;

- G. To perform any specific task that the Funders might request of ASSET.

XI. AGENCY PARTICIPATION

All Agency Requirements

- A. ASSET will annually review agencies and services, through the agency visit and budget process.
- B. Agencies shall annually provide comparative financial reports in accordance with Generally Accepted Accounting Practices (GAAP). Reports shall be submitted within six months after the close of the Agency's fiscal year. Reports will meet the following guidelines:
- C. Agencies with an annual budget below \$250,000 must, at least, submit an electronic copy of IRS Form 990 and a balance sheet prepared externally and independently to the ASSET Administrative Assistant.
- D. Agencies with an annual budget of \$250,000 or more must submit an electronic copy of their full comparative audit and an electronic copy of their IRS Form 990 to the ASSET Administrative Assistant.
- E. Any agency may request to be placed on the ASSET or Administrative Team's agenda by contacting the Administrative Assistant via email at storycountyasset@gmail.com

New Agency Application Process

- A. Agencies seeking funding eligibility must be serving clients within the geographic area of Story County and shall submit a letter of intent to the ASSET Administrative Team by the due date stated in the ASSET calendar. Agencies must meet the criteria outlined in the Application for ASSET Agency Participation (Appendix A). The application form can be found under the "Forms and Resources" tab on the ASSET website located at www.storycountyasset.org.
- B. Agencies shall complete required forms, and present verification of the stated criteria. All application documents shall be submitted to the ASSET Administrative Assistant to distribute to the ASSET Administrative Team.
- C. The ASSET Administrative Team shall ensure that the forms are complete and make recommendation(s) to the Volunteers. The Volunteers will then approve or disapprove the recommendation(s) for an agency to become an ASSET agency.
- D. A written notification shall be sent to the Agency, stating its acceptance or the reason it was not accepted.
- E. If a credible complaint is received regarding an Agency being considered for approval as an ASSET agency, the ASSET Admin Team shall review and discuss the complaint(s)

and make a recommendation to the ASSET Board for approval or denial of the Agency's request. The complaint, along with the Agency's application, the need for the service, letters of support, Agency's response to the complaint, and all other relevant information should be considered prior to making a recommendation.

- F. Approval of an applicant Agency signifies that the agency is able to submit an application, but does not guarantee a subsequent funding allocation.

Non-Participating Agencies

Approved ASSET agencies not actively participating in the ASSET process (i.e., submitting budget request, reporting outcome data through Clear Impact Scorecard, participating in Liaison visits and agency hearings) for two consecutive budget years will be notified in writing by July 1st (following the first budget deadline in which the agency failed to submit a budget request) by the ASSET Chair or Vice Chair that the agency will be immediately removed from the process following the next deadline for budget requests. Furthermore, the agency will not be eligible to submit a budget request if a second consecutive budget deadline is missed). Therefore, a letter should be sent to agencies after the second budget deadline is missed.

Agencies designated as non-participating based on the criteria above can re-apply to be an ASSET agency by following the New ASSET Agency Application Process as described above.

XII. FUNDING PROCESS

- A. Each Agency service requesting funding shall be assigned to one or more of the three focus areas (Education, Financial Stability, or Health). An agency may have programs assigned to more than one focus area.
- B. Each Volunteer shall be assigned to one focus area and assigned one to two agencies as a Liaison. Volunteers shall familiarize themselves with services within their assigned focus area.
- C. The Administrative Team shall prepare the appropriate budget and reporting forms for the agencies to complete and make the forms available via the ASSET website.
- D. Agencies must submit completed budget and reporting forms to ASSET for all approved services by the date stated in the yearly ASSET calendar. Budgets must be completed as instructed. Failure to submit a completed budget by the deadline may result in not being considered for funding (e.g., budget requests submitted after the deadline in calendar year 2023 may not be considered for FY25 funding).
- E. Corrections to the Agency budget must be submitted by the deadline, unless otherwise granted an extension by the ASSET Administrative Team.
- F. Agencies must timely email Board of Directors meeting minutes to the the ASSET Admin Assistant at storycountyasset@gmail.com.

The Administrative Team shall conduct an Agency training session on the date stated in the yearly ASSET calendar. Agency attendance at this meeting is required.

Funding recommendations may be impacted negatively for any agency that does not participate in this mandatory training.

- G. Volunteers shall schedule and conduct Liaison visits to individual agencies during the time specified on the ASSET calendar. As part of the review process ASSET Volunteers will be asked to attend an Agency or board meeting as outlined in the ASSET Reference Manual. Volunteers will also write a report of the visit using the template provided on the ASSET website.
- H. Hearings for agencies shall be conducted each year as scheduled on the ASSET calendar. Agency participation in the hearings is mandatory. Funding recommendations may be impacted negatively for any agency that does not participate in the mandatory hearings.
- I. Recommendations for allocations shall be made by ASSET to the Funders after the hearings and work sessions are completed and approved by the ASSET Board.
- J. Funding recommendations will be posted on the ASSET website by the date stated on the ASSET calendar and agencies will be notified via email by the Administrative Assistant that recommendations are available.
- K. If any Agency does not provide the required information, or provides information that is inadequate, incorrect, or not timely, ASSET shall make a report to the Funders that procedures were not followed and may recommend that funding be reduced, sequestered, or not allocated.
- L. ASSET agencies will collaborate and partner to provide services. The ASSET Administrative Team shall make a report to Funders if an agency does not make adequate efforts to coordinate services or respond to requests for information.

XIII. PLANNING PROCESS

ASSET shall provide a community forum to work constructively and cooperatively in addressing human services concerns. This may be achieved by, but is not limited to:

- A. Participating in studies and developing strategies that enhance the delivery of human services within the county;
- B. Collecting and evaluating facts that provide valid data for decisions on program needs and effectiveness of current delivery;
- C. Evaluate the need for new or modified services and/or duplication of services;
- D. Promote and encourage collaboration among agencies for efficiencies;
- E. Review agency updates and reports on services as documented through Clear Impact Scorecard and other reporting documents.

XIV. CHANGES IN SERVICES

New or Expanded Services

- A. Any ASSET Agency, providing services to Story County clients, that wishes to add new

or expanded services, will report this information to the ASSET Administrative Team by completing and submitting the “Notification of New or Expanded Service” form by the date stated in the ASSET calendar. The Notification of New or Expanded Service form can be found under the “Forms and Resources” tab on the ASSET website located at www.storycountyasset.org.

- B. The need for new or expanded services shall be identified and aligned with the Funder’s priorities and the priority areas from the most recent Story County Community Needs Assessment. Service changes should include increases in services beyond the normal expected growth, new or different services that impact staffing, or services that result in new clientele.
- C. The Administrative Team will review the information and determine if the service(s) meets criteria to be included in the ASSET funding process. The Administrative Team will inform the ASSET Board of the new/expanded service(s). This review and informing ASSET are not a commitment to funding. If ASSET requests additional information, a committee of Volunteers may be appointed to gather more information and report its finding to ASSET for further review.

Modifying Services

- A. If an Agency modifies a service during the funding year, written notification must be given to Funders under contract 30 days prior to implementing changes. Each Funder will determine if funding should discontinue, or the modifications are acceptable and continue to fund.

Reducing or Discontinuing Services

- B. If an Agency is reducing or discontinuing a service, written notification should be submitted to the ASSET Administrative Team via the Administrative Assistant at storycountyasset@gmail.com within 30 days of the Agency Board of Directors’ vote to reduce or discontinue a service.

Returning Services

- A. An Agency requesting funding through ASSET for a service that had been previously funded by one or more Funders, and the last time the service was funded through ASSET was one or more funding cycles ago will need to complete a Notification of Returning Service form and submit it by the date stated on the ASSET calendar. The Notification of Returning Service form can be found under the “Forms and Resources” tab on the ASSET website www.storycountyasset.org
- B. The need for the Returning Service shall be identified as well as an explanation of why funding through ASSET was discontinued or no longer pursued. The need should align with the Funders’ priorities and the priority areas from the most recent Story County Community Needs Assessment.
- C. The Administrative Team will review the information and determine if the service(s) meets criteria to be included in the next available ASSET funding cycle. The Administrative Team will inform the ASSET Board of the Returning Service request. This review and informing ASSET is not a commitment to funding. If ASSET requests additional information, a committee of Volunteers may be appointed to gather more

information and report its findings to ASSET for further review.

XV. FUNDING APPEAL PROCESS

- A. An Agency wishing to make an appeal may do so by following the individual Funders' appeal process. Contact the individual ASSET Funder staff representative for further information and forms.

XVI. AMENDMENTS TO POLICIES AND PROCEDURES

- A. These Policies and Procedures shall be reviewed annually prior to the May ASSET Board meeting.
- B. Amendments to the Policies and Procedures may be proposed by a Volunteer, a Staff member, or a Funder.
- C. A proposed amendment shall require a majority vote of quorum of the ASSET Board to recommend such amendment to the Funders.

APPENDIX A

ASSET (Analysis of Social Service Evaluation Team)

CRITERIA FOR FUNDING ELIGIBILITY

Financial support through ASSET can be applied for by **human service agencies** that are serving clients within the geographic area of Story County and who meet the basic eligibility criteria. **Approval of an applicant agency does not guarantee a subsequent dollar allocation.** The allocation recommendation will be made on a service-by-service basis during the annual allocation process.

To be considered for financial support, agencies must comply with the following requirements and provide supporting documents to demonstrate compliance:

- A. The agency must be a non-profit corporation or chartered as a local unit of a non-profit corporation that has an IRS section 501(c)(3) status or local, state, or federal government agency (i.e., formed by a 28E Agreement) that has a presence within and serves the people of the State of Iowa.
- B. The agency must have articles of incorporation, bylaws, or other documents, which clearly define its purposes and function.
- C. The agency must have an Equal Opportunity Policy that has been approved by its Board of Directors.
- D. The agency must have been incorporated and actively providing the service(s) it is requesting funding for at least one year at the time of the application.
- E. The agency must maintain in its budget and services a demarcation between any religious and

- other programs so that ASSET does not financially support religious purposes.
- F. The agency must demonstrate need and community support for the proposed service through letters of support, need assessments, or other documentation.
 - G. The agency shall be governed by a Board of Directors or Advisory Board who serve without compensation and who approve and oversee the implementation of the budget and policies of the agency.
 - H. Agencies that offer the following services shall not be eligible for funding from ASSET Funders:
 - 1. Agencies that are primarily political in nature.
 - 2. Agencies that provide services limited to the members of a particular religious group.
 - 3. Agencies that exist solely for the presentation of cultural, artistic, or recreational programs.
 - 4. Basic educational program services to be considered the mandated responsibility of the public education system.

The ASSET Reference manual includes the list of services currently considered for funding. Each service includes a Service Code Number, Service Code Name, Service Definition, Unit of Service and Category (Education, Financial Stability, and Health). Agencies applying to be included in the process must identify what services they would be requesting funds to support.

To apply as an ASSET Agency Participant, complete the Application for ASSET Agency Participation and send the request, including the documentation outlined in the application to: storycountyasset@gmail.com. The application form can be found under the "Forms and Resources" tab on the ASSET website www.storycountyasset.org Please direct any questions to the ASSET Administrative Assistant.

APPENDIX B – FORMS

Organization: Story County Analysis of Social Services Evaluation Team (ASSET)

Policy: Conflict of Interest Policy

Date Adopted: 4/10/03

Date Revised:

Story County ASSET and its voting members/staff persons, hereinafter referred to as “board” and “board members(s)”, agree to the following conflict of interest policy hereinafter referred to as “policy”, as adopted and revised as indicated above:

1. The policy will be adopted yearly at the first regularly scheduled board meeting following the start of the fiscal year. Each board member is to review and sign the policy at the first board meeting prior to voting on any matters before the board (if applicable).
2. A new voting board member/staff person will be required to review and sign the policy prior to voting as a board member (if applicable) at the beginning of their term and/or the first meeting of the fiscal year.
3. It is the duty of a voting board member/staff person to disclose a conflict of interest to the full board when a conflict arises. Disclosure may be made at any time to the ASSET Administrative Team; hereinafter referred to as “the Team”, who shall then notify the full Board. A record of the conflict of interest shall be made at the first regularly scheduled board meeting following disclosure.
4. A conflict of interest is defined in chapter 68B, Iowa Code. The Iowa Code defines conflict of interest as that which evidences an advantage or pecuniary benefit for the member and/or their immediate family not available to others similarly situated. A violation for a conflict of interest is punishable by both civil and criminal penalties in the State of Iowa.
5. A “potential” conflict of interest is defined herein. A potential conflict of interest is when a voting board member/staff person has reason to believe there may be a conflict of interest. This potential conflict shall be disclosed in the same manner as a conflict. If, in the opinion of the Team, the circumstances meet the definition of a conflict of interest the matter shall then be disclosed to the full board and a record shall be made at the next regular meeting.
6. A voting board member/staff person with a conflict of interest shall not vote or use their personal influence with any board member on the matter in conflict.

I agree by my signature below that I have read the above Story County ASSET Conflict of Interest Policy and understand it and will abide by the terms and conditions as stated herein.

Date: _____

Print Name: _____

Signature: _____

We either need a separate form to declare potential conflicts of interest or we need to add a spot for it here.

Organization: Story County Analysis of Social Services Evaluation Team (ASSET)
Policy: Conflict of Interest Policy
Date Adopted: 4/10/03
Date Revised:

Story County ASSET Confidentiality Agreement

Individuals who serve with Story County ASSET in the following areas are required to sign the Confidentiality Agreement annually. Story County ASSET and its voting members/staff persons, hereinafter referred to as “board” and “board member(s)”, agree to the following outlined below:

Individuals to sign include Board Member; Funder Staff; UWSC Community Impact Director; and ASSET Administrative Assistant.

Any individuals who have signed the Confidentiality Agreement and do not follow the terms of the Agreement may be removed from their position by the ASSET Administrative Team.

Agreement

I understand that through my involvement with Story County ASSET, I may receive or have access to confidential information. I agree that I will maintain in strict confidence any confidential information about which I become aware, whether written, oral, or visual. I also agree that I will not disclose, use, duplicate or otherwise divulge any confidential information directly or indirectly to any other person or entity except when appropriate in my work with Story County ASSET. I understand that any information shared during my involvement with Story County ASSET shall not be disclosed at any time beyond my involvement.

I agree that I will not knowingly alter, destroy, or mutilate documents (online or hard copy) with the intent to impede, obstruct or influence the accuracy and completeness of retained records.

Confidential Information includes, but is not limited to:

1. Information relevant to Funders that is not open to the public;
2. Individual ASSET funded agency data (ClearImpact Scorecard).
3. Non-public information concerning Story County ASSET's affairs.
4. Information relating to ASSET Agency program participants, including names, contact information, and any personal information.

Non-Confidential Information

This agreement shall not apply to any information that:

1. Is determined to be public records under Chapter 22 of the Iowa Code, the Iowa Open Records Law;
2. Is received by the board member from a third party not privy to this Agreement as a matter of right and the third party is under no obligation to keep the information confidential;
3. Was independently developed by the signee without reference to or use of the Confidential information;
4. Is disclosed by Story County ASSET in any publicly available regulatory filing; or
5. Is otherwise approved for release by written authorization of the Story County ASSET Administrative Team.

Date:
Name:
Signature:

COUNCIL ACTION FORM

SUBJECT: CERTIFYING ANNEXATION AREA POPULATIONS TO STATE TREASURER

BACKGROUND:

Recently, staff was made aware of a process related to changes in the distribution of Road Use Tax when annexing new territory to a city. Iowa Code Section [§312.3\(4\)](#) requires a city to certify to the State Treasurer the increased population of the city based upon the Census Block population from the most recent Census. The County Auditor recently contacted the City of Ames for this information to respond to the new redistricting requirements for Story County Board of Supervisor elections. As a result, staff is presenting this to City Council for approval.

Since 2021, the City has completed eight annexations. Most of these annexations do not include a substantial number of people based upon the 2020 Census Block information. The table below indicates the annexation, related census blocks, and estimated population. For annexations that do not include a whole census block, staff has apportioned out the population based upon the number of households in the block and the number of households annexed by the City.

For the 2021 through 2024 annexations staff estimates 18 people were added to the City. The attached map identifies the location of the annexations and the Census blocks.

2021-2024

Year	Annexation Property	Acres	Block ID#	100% Block Population	Proportional Annexed Population
2021	Huang	33.18ac	5013	6	6
2024	Wong	141.92ac		1	1
2021	Flummerfelt - Lincoln	41.11ac	5021	9	9
			5022	0	0
2021	Hyde - Hunziker	6.99ac	3002	9*	2
2021	580th Ave - Teller	115.19ac	2085	10*	0
2022	Dayton Industrial	72.99ac	1036	21*	0
2022	ISU - Curtis Farm	10.79ac	1028	0	0
2022	Dankbar	108.14ac	1012	44*	0
*Census block is larger than annexed land area				Total	18
				100*	

ALTERNATIVES:

1. Approve the estimated population for the approved annexations and direct staff to provide the population estimates to the State Treasurer per Iowa Code 312.3.
2. Modify the estimated populations and approve the estimated populations for the transmittal to the State Treasurer.
3. Direct staff to provide more information.

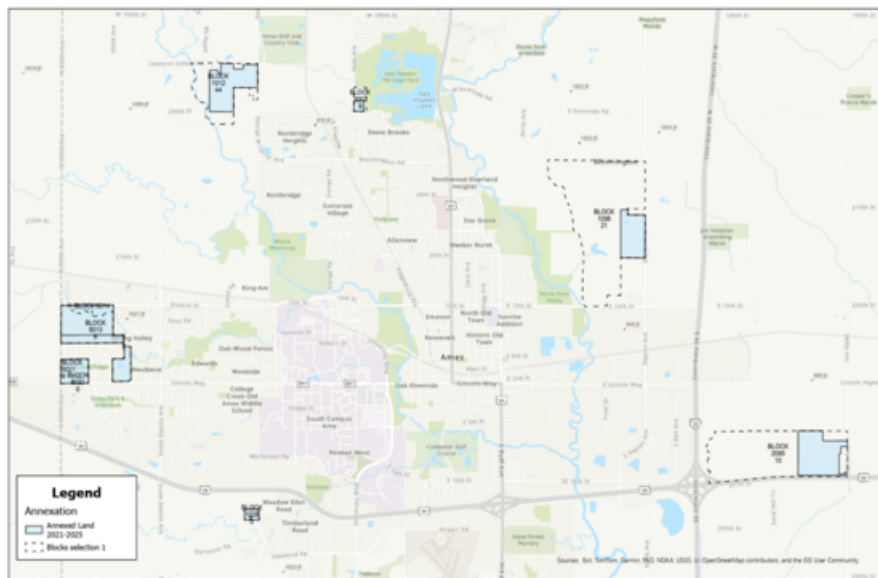
CITY MANAGER'S RECOMMENDED ACTION:

There is little guidance regarding how to evaluate the populations estimates as directed by the State law. Staff proposes to proportionally divide the census populations based upon the number of households annexed within a block. There is only one annexation between 2021 and 2024 where this was an issue, the Hyde/Hunziker Annexation where one home was annexed within the block.

Staff will immediately provide the required population estimates to the State Treasurer for all the completed annexations. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, as described above.

ATTACHMENT(S):

[Annexation Map.PNG](#)



COUNCIL ACTION FORM

SUBJECT: **EXTENSION OF CONTRACT END DATE FOR NOMINATION OF
CHAUTAUQUA PARK-RIDGEWOOD HISTORIC DISTRICT**

BACKGROUND:

The City Council authorized applying for \$12,000 Certified Local Government (CLG) Grant on December 12, 2013 for the preparation of a National Register Nomination for the Chautauqua Park/Ridgewood Neighborhood. The City was awarded the grant on March 20, 2024, and the contract was signed on April 29, 2024. With approval of the grant, the City hired a consultant to complete the nomination forms in accordance with the timelines of the grant.

Four (4) drafts of the draft nomination have been prepared, from December 9, 2024 to June 30, 2025, by the City's consultant, in response to revisions required by the Iowa State Historic Preservation Office (SHPO). As a result of the need for multiple drafts, the nomination was not placed on the agenda of the State Nominations Review Committee (SNRC) in June as originally anticipated. The next meeting of the SNRC is October 10, 2025. Revisions to the nomination may still be necessary, as determined by the SNRC, and for the formal approval this fall.

The contract for the CLG Grant expires on July 31, 2025. SHPO staff recommends approval of a no-cost extension of the grant to December 31, 2025, in order to complete the final nomination for submittal to the National Park Service.

ALTERNATIVES:

1. Authorize the Mayor to sign the Contract Amendment changing the end date of the CLG Grant Contract from July 31, 2025 to December 31, 2025.
2. Do not authorize the Mayor to sign the Contract Amendment changing the end date of the CLG Grant Contract.
3. Refer this item back to City staff for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

Revisions to the draft of the National Register Nomination for the Chautauqua Park/Ridgewood Neighborhood have been necessary to address comments by State staff as part of the normal course of review of a nomination of this magnitude. Documenting historical information for the 150 properties with the two subdivisions is a significant task and involves very detailed research and concise documentation of the findings.

Based upon the State's guidance and schedule for formal approval, an extension of the contract is needed to finish the project. Completion of the project is necessary for the grant reimbursement of expenses incurred with the consultant preparing the

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

ATTACHMENT(S):

[CLG Contract Amendment.pdf](#)

**Iowa Economic Development Authority
Certified Local Government Grant Program
Contract Amendment**

Contractor:	City of Ames
Contractor number:	202412-13063
Contract Amendment number:	1
Amendment effective date:	August 1, 2025

The Iowa Economic Development Authority (IEDA) hereby amends the above referenced Certified Local Government Grant program contract by amending the contract end date. The contract by and between IEDA and the City of Ames is modified as of the date shown above, as follows:

MODIFICATION 1 – Amend Article 1.

Project End Date: ~~7-31-2025~~ **12-31-2025**

Except as otherwise revised above, the terms, provisions and conditions of the Contract remain unchanged and are in full force and effect.

City of Ames

BY: _____

DATE: _____

Iowa Economic Development Authority

BY: _____

DATE: _____

Heather Gibb, State Historic Preservation Officer

Grant Agreement
Article 1 Grant Information
Revised Effective August 1, 2025

Article 1. Grant Information

Fiscal Year: 2024

Grant Award: \$12,000.00

Grant Number: 202412-13063

Final Report Due Date: 08-29-2025

Project Start Date: 04-01-2024

Project End Date: ~~07-31-2025~~ 12-31-2025

Account Number: 2520 CLG

Program: Nomination

Community Match: \$10,000.00

Grantee: City of Ames

Project Title: Nomination of Chautauqua Park-Ridgewood Historic District

Project Description: See Attachment A Scope of Work

Funding Source: [This Grant is a subaward of an award issued by the National Park Service, a bureau of the United States Department of the Interior, to the Iowa State Historic Preservation Office, which exists within the Economic Development Authority. The amount of this Grant directly supported by federal funds is \$12,000.00. The amount of this Grant supported by state matching funds to the federal award is \$0. By execution of this Agreement, Grantee assures and certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and that no Grant funds will be used in transactions with any entity that is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any federal department or agency.]

COUNCIL ACTION FORM

SUBJECT: REQUEST TO WAIVE ENFORCEMENT OF PROHIBITION OF MOTORIZED VEHICLES IN ADA HAYDEN HERITAGE PARK

BACKGROUND:

Each September from 2004 through 2011, members of the local Moose Lodge provided golf cart rides around Ada Hayden Heritage Park (AHHP) for older adults with mobility impairments. Lodge members determined that if they did not provide this service, these individuals may never get to experience the overall beauty of the 437-acre site. Although motorized mobility devices (e.g., electric wheelchairs, motorized mobility scooters, etc.) are permitted on the trails, many individuals do not have this type of device that enables them to enjoy the park system.

In 2016 – 2019 and 2021 - 2024, the Friends of Ada Hayden Heritage Park (Friends) provided this valuable service to individuals with mobility impairments. Due to the COVID-19 Pandemic, the golf cart tours were not held in 2020. When the tours have been held, the Friends have received many positive comments.

The Friends are proposing to offer tours on Wednesday, September 10, 2025, 9:00 am – 8:00 pm, and Thursday, September 11, 2025, 9:00 am – 4:00 pm. The Friends will rent golf carts, provide volunteers as drivers and interpreters, and provide the City with a Certificate of Insurance to cover liability. Tours will be promoted, and reservations will be taken for various time slots.

The Friends are aware of the upcoming Path Replacement Project and will be focusing this year's tour on areas along the upland trail which will remain open. Tour guests will still meet at the north shelter to begin the tour.

Municipal Code Section 19.9 restricts motorized vehicles to streets and parking lots. Therefore, the Friends are requesting that the City Council waive enforcement of this ordinance on Wednesday, September 10 (9:00 am - 8:00 pm) and Thursday, September 11 (9:00 am - 4:00 pm) at AHHP. This request is attached. The Parks and Recreation Commission reviewed this request at its July 17, 2025 meeting and recommended City Council grant this waiver.

ALTERNATIVES:

1. Waive enforcement of Section 19.9 of Municipal Code on Wednesday, September 10 (9:00 am - 8:00 pm) and Tuesday, September 10 (9:00 am - 4:00 pm) at Ada Hayden Heritage Park to allow the Friends of Ada Hayden Heritage Park to provide golf cart tours to mobility impaired individuals.
2. Deny the request.

CITY MANAGER'S RECOMMENDED ACTION:

The Friends of Ada Hayden Heritage Park are proposing to provide a tremendous service for members of our community that otherwise would not have the opportunity to tour this park in its entirety. Therefore, it is City Manager's recommendation to approve Alternative #1 as stated above.

ATTACHMENT(S):

[FAHHP 2025 Request Letter.pdf](#)

July 10, 2025

To: Keith Abraham, Director, Ames Parks and Recreation Director and Ames Parks Commissions

RE: Ada Hayden mobility challenged park tour event

Keith and Parks Commissioners:

Friends of Ada Hayden are requesting permission to provide an opportunity for Ames area residents who have mobility issues to access Ada Hayden Park in the Fall '25. We would rent golf carts, provide a driver/interpreter for each cart and facilitate a 1.5 – 2.0 hour tour of the park. We are aware of the scheduled construction but will use the upland trail. Our reviews for this event (2021-'24) continue to be outstanding. In the past we have averaged 70+ participants annually and in 2024 we exceeded 100.

Our principal contacts have included the ever-growing senior housing complexes. Green Hills, Northcrest, Northridge, The Meadows, Windsor Oaks, Vintage Cooperative, Village Cooperative and others would welcome the event to continue. We are planning to expand the audience with increased publicity and additional contacts.

We would like to offer this activity again in the Fall '25. For 2025 we are proposing Wednesday, September 10th and Thursday, September 11th for tours. Tours would be conducted beginning at 10:00 a.m. each day (three sessions – 10:00/12:00/2:00). A 6:00 p.m. tour will be scheduled on Wednesday (the 10th) specifically for the City Council and members of the Park Commission.

The Friends group will provide liability/hazard insurance for both the City of Ames and the golf cart company.

We are seeking approval from both the Parks Commission and the Ames City Council for a temporary suspension of the “no motorized vehicles” rule on the trails to hold this special event.

The Friends of Ada Hayden are happy to provide this service to the mobility challenged residents of the community at no cost to the City or the Parks Department. We appreciate your partnership and that you will approve this request. Please let me know if you have questions or concerns about the event.

Thank you.

James L. Patton, Board Member
Friends of the Ada Hayden Heritage Park
1829 Waterbury Circle, Ames, Iowa 50010
712-830-3736 Jlpattton.rotary@gmail.com

ITEM #:	<u>13</u>
DATE:	<u>07-22-25</u>
DEPT:	<u>ADMIN</u>

COUNCIL ACTION FORM

SUBJECT: **ENCROACHMENT PERMIT FOR ANTENNA ON BUILDING AT
200 STANTON AVENUE**

BACKGROUND:

The tenant in the building at 200 Stanton Avenue is seeking approval for US Cellular to install a building-mounted cellular antenna. An Encroachment Permit is necessary to allow this antenna 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. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[Certificate of Inspection and Diagram.pdf](#)
[760574 Cyclone Plaza Encroachment Permit.pdf](#)

CERTIFICATE OF INSPECTIONS
New Encroachment Permit

Please return to the City Clerk's Office by April 1st
City Council Action has been requested on April 8th
Applicant USCOC of Greater Iowa, LLC
Phone No. 321.246.0772
Location 200 Stanton Ave
Type of Encroachment Cellular antennas

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

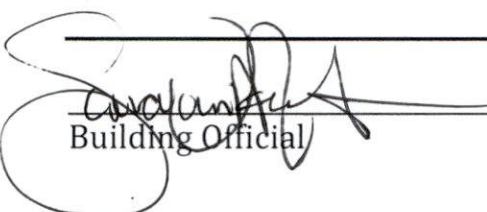
☐ N/A ☒ Approved ☐ Approved with the following conditions:


Public Works Department

3/26/2025
Date

I HEREBY CERTIFY that the requested encroachment permit has been reviewed and 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:


Building Official

3/26/25
Date

Review by DRC Needed? ☐

200 STANTON AVENUE
AMES, STORY COUNTY, IOWA
LOCATED IN: SECTION 9, TOWNSHIP 83 NORTH, RANGE 24 WEST

STANLEY & SONS LTD. 225th Avenue & 10th St. N.E.
Atlanta 10, Georgia
STANLEY'S 100 YEARS OF SERVICE TO THE FLOOR COVERING INDUSTRY

PAGE 7 OF 02 BCR 98 D PART A AND ENCLAVE TITLE INFORMATION COMPANY, TITLE COMMITMENT
BNCB-IPMAD-CABT, GATD MARCH 18, 2006 AT 7:35 AM

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IT HAS AND OVERSOUND OF ELEMENTS APPOINTED FOR MARINE RECORDS
IN ONE OF SEVERAL LETTERS ON THE DATE OF MARCH 1961
TO THE DIRECTOR OF THE BUREAU OF MARINE RECORDS

- DATE OF LAST REVIEW AND RECOMMENDATION: RECENTLY DISCLOSED IN AT LEAST
ONE OF THE FOLLOWING SOURCES: CONGRESSIONAL RECORDS, HOUSE REPORTS, SENATE
REPORTS, EXECUTIVE ORDER, PRESIDENTIAL DECISIONS, COURT OPINIONS,
COMMISSIONERS' REPORTS, GOVERNMENT DOCUMENTS, ETC.
- (PAGE TWO)

DATE	TIME	LOCATION	REMARKS
10/10/54	10:00	1000	1000

PARKING INFORMATION

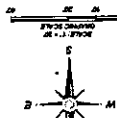
STATION 1 AND 2 NOT IN USE (MAY 2002) AREA

THE BUREAU OF PRICES OF THE DEPARTMENT OF COMMERCE HAS DETERMINED THAT THE FOLLOWING IS THE BEST AVAILABLE ESTIMATE OF THE MONTHLY CHANGES IN THE COSTS OF THE FOLLOWING GROUPS OF COMMODITIES FOR THE MONTH OF MAY, 1941:

WOMEN COLLECTED AT THE TIME OF THE ALLIANCE MARKET

GROUND SURVEY POINTS ONLY THE SUBJECT AREA NOT PROVIDED WITH COORDINATES
PLAYED ON THESE GROUND SURVEY POINTS TO DETERMINE THE LOCATION OF ANY
SITE IS UNKNOWN

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 07-11-2001 BY 60322 UCBAW/SJS



CURVE TABLE

THE UNIVERSITY OF CHICAGO PRESS



There is no carry this time, but the carryover on income tax is also

DATE OF CASE OR CASE NUMBER

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ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-11-2010 BY 60321 PJS/STP



ENCROACHMENT PERMIT APPLICATION

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

Applicant is: ☐ Property Owner ☒ Tenant ☐ Contractor

Applicant Name USCOC of Greater Iowa, LLC

Address of Encroachment 200 Station Avenue

City Ames State IA Zip Code 50014

Type of Encroachment: Building mounted cellular antennas

(If the encroachment is a sign, please apply for a sign permit through the Inspections Division.)

Total Square Feet of the Area to Encroach: 15

(See attached submittal guidelines.)

Property Owner Name Campus Investors IS LLC

Mailing Address 200 Station Ave

City Ames State IA Zip Code 50014

Daytime Phone 321-246-0772 Cell Phone 321-246-0772

E-mail: gmiddleton@americancampus.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).

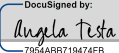
☐ A sketch of the encroaching item (i.e., sign, canopy, awning, etc.) drawn to scale.

☐ A sketch showing the placement of the encroaching item on the property.

☐ An insurance certificate with comprehensive general liability coverage in an amount of not less than \$500,000 combined single limit naming the City of Ames as an additional insured on the policy. Said certificate must be accompanied with a copy of Endorsement CG 2013.

☐ A fee to be determined by the City's Building Official. The fee is \$1.00 per square foot of the encroachment or a minimum of \$25.00.

Applicant's Signature _____ Date _____

Property Owner's Signature  _____ Date 1/30/2025

Submit your completed permit application to:

grace.bandstra@cityofames.org

City of Ames
City Clerk's Office
PO Box 811
Ames, IA 50010

For Office Use Only

Documents Received

Date: _____
 ___ Completed Application
 ___ Certificate of Inspections
 sent to PW, P&H, Building
 Official on _____
 ___ Review by DRC needed?

Fees

Fee Amount _____
 Date Fee Paid _____

Insurance

___ Received _____
 ___ Approved _____

Agreement

___ Two originals prepared
 ___ Signed agreements returned

CC Meeting Date _____

___ 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

COUNCIL ACTION FORM

**SUBJECT: 2024/25 WATER SYSTEM IMPROVEMENTS PROGRAM
(E. 14TH STREET & MEADOWLANE AVENUE)**

BACKGROUND:

The Water System Improvements program provides for replacing water mains in areas that are experiencing rusty water problems. It also provides for installing larger distribution mains in areas that have a high concentration of 4" and 6" supply lines, transferring water services from 4" and 6" water mains in streets where larger water mains exist, and abandoning 4" water mains. Eliminating duplicate water mains, where possible, improves water flow and helps reduce rusty water.

This project will include improvements on E. 14th Street from Meadowlane Avenue to Glendale Avenue and Meadowlane Avenue from E. 13th Street to E. 14th Street. City staff has completed plans and specifications for this project with revenue and estimated expenses as follows:

Funding Source	Available Revenue	Estimated Expenses
2024/25 Water System Improvement Program	\$ 380,000	
Construction		\$ 330,216
Engineering/Administration		45,000
TOTAL	\$ 380,000	\$ 375,216

The water infrastructure along E. 14th Street and Meadowlane Avenue is in urgent need of replacement. Residents on both streets have been experiencing persistent issues with elevated iron levels in their water supply. While City staff has installed iron filters at several homes to help reduce iron levels, this has not fully resolved the problem. Replacing the water main along these two streets is anticipated to address the issue more effectively. Carryover funding remaining in the FY 2024/25 Water System Improvements fund is available to complete this project.

ALTERNATIVES:

1. Approve plans and specifications for the 2024/25 Water System Improvements Program (E. 14th Street & Meadowlane Avenue) project, setting August 6, 2025, as the bid due date and August 12, 2025, as the date of Public Hearing.
2. Direct staff to revise the project.

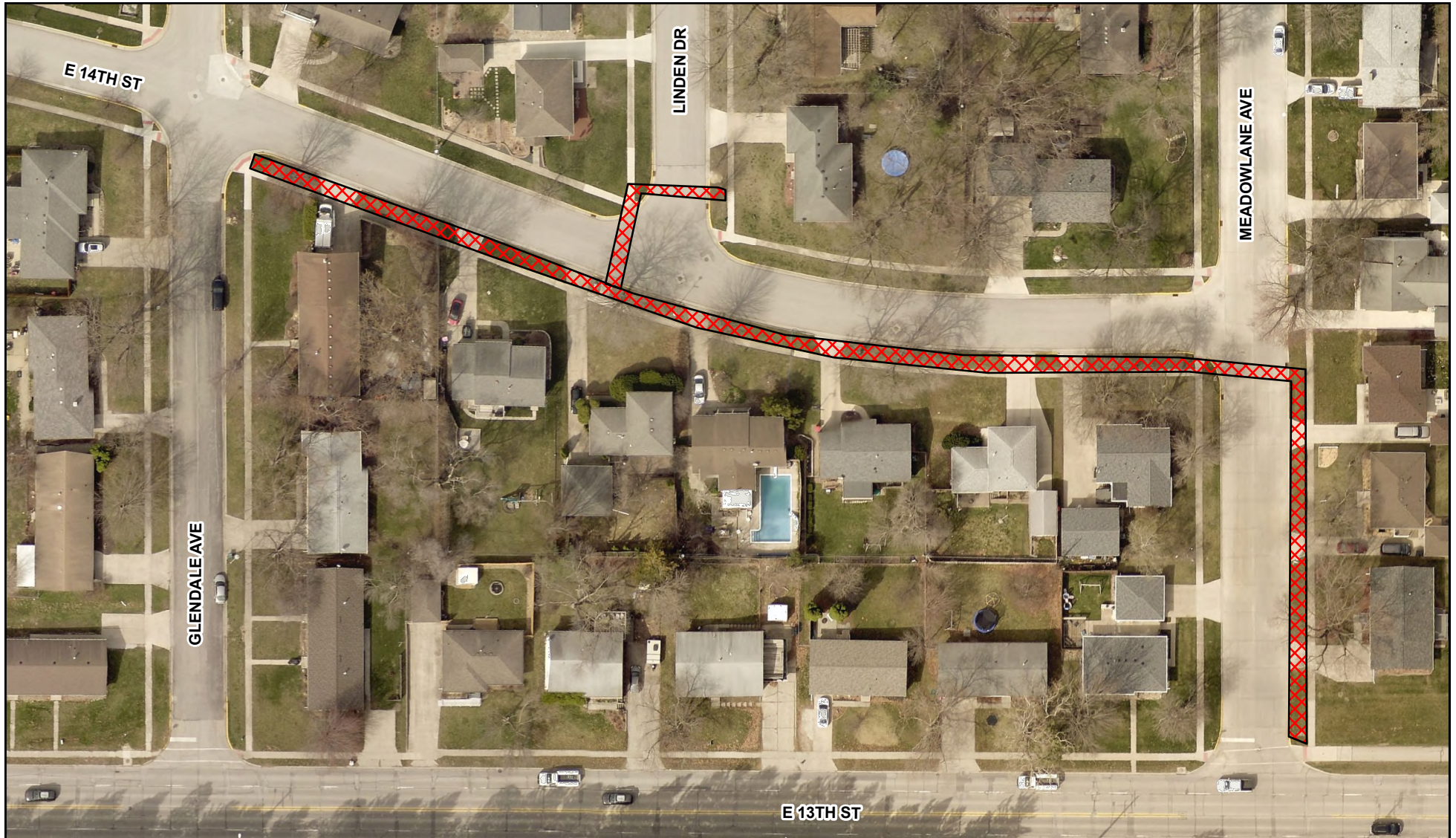
CITY MANAGER'S RECOMMENDED ACTION:

By improving the water distribution system in these neighborhoods, residents will see improved water quality and firefighting capacity. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[E. 14th & Meadowlane Water.pdf](#)

2025/26 Water System Improvements Program



Project Location

**E 14th Street - Glendale Ave to Meadowlane Ave
Meadowlane Ave - E 13th St to E. 14th St**



COUNCIL ACTION FORM

SUBJECT: FY 2026 FUEL PURCHASES FOR CYRIDE

BACKGROUND:

At the Transit Board of Trustees meeting on May 22, 2025, the board approved award of contract for CyRide's FY 2026 fuel purchases to Mansfield Oil Company of Gainesville Inc. of Gainesville, Georgia, for a not-to-exceed amount of \$1,260,000. On May 27, 2025, City Council adopted Resolution No. 25-253 approving this award of contract.

On June 16, 2025, CyRide and the Purchasing Division were notified by representatives of Mansfield Oil Company that there had been a misunderstanding regarding the blended biodiesel delivery quantities. As a result, Mansfield Oil Company requested to withdraw its bid and cancel the contract.

After receiving Mansfield's request to cancel the contract, staff reviewed the other bids submitted under the original Invitation to Bid. A summary of those bids is shown below.

Bid No. 2025-175 (7/1/25 - 6/30/26)	#1 Dyed ULSD Diesel	#2 Dyed ULSD Diesel	Biodiesel (% over/under #2 ULSD)	Magellan's Cold Flow Improver
Agriland Fs Inc	\$0.0280	\$0.0290	1.00%	\$0.0100
Harms Oil Company	\$0.0050	\$0.0260	-1.00%	\$0.0100
Petroleum Traders Corporation	\$0.0231	\$0.0231	2.75%	\$0.0200
Mansfield Oil Company of Gainesville	-\$0.0091	\$0.0168	0.00%	\$0.0350

When evaluating the responses, the total cost difference between the lowest and highest bid was less than \$4,500. The second-lowest bid was deemed unresponsive due to a vendor-imposed condition limiting control over biodiesel blend percentages.

The next responsive bid was submitted by Petroleum Traders Corporation of Fort Wayne, Indiana. The Purchasing Division has confirmed that Petroleum Traders Corporation's pricing remains valid, and they are willing to proceed with the contract.

At its meeting on July 17, 2025, the Transit Board of Trustees approved accepting Mansfield Oil Company's request to cancel the contract, and approved awarding the FY 2026 fuel contract to Petroleum Traders Corporation for a not-to-exceed amount of \$1,260,000.

ALTERNATIVES:

1. Authorize the following actions:
 - a. Accept Mansfield Oil Company of Gainesville's request to cancel the contract for the purchase of standard diesel with biodiesel blend fuel purchases from July 1, 2025, until June 30, 2026, at a not-to-exceed amount of \$1,260,000.
 - b. Approve award of contract for the base bid to Petroleum Traders Corporation of Fort Wayne, Indiana, for standard diesel with biodiesel blend fuel from July 1, 2025, until June 30, 2026, at a not-to-exceed amount of \$1,260,000.
2. Award the contract to one of the other responsive bidders
3. Reject all bids.

CITY MANAGER'S RECOMMENDED ACTION:

The bid from Petroleum Traders was found to be fair, reasonable, supports administrative efficiency, and ensures a reliable fuel supply for CyRide operations. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[Cost Evaluation - Bid No. 2025-175 - July Board Meeting.pdf](#)

Bid No. 2025-175

Responses		#1 ULSD	#2 ULSD	Biodiesel - Blended	Magellan's Cold Flow Improver
Agriland FS Inc		\$0.0280	\$0.0290	1.00%	\$0.0100
Harms Oil Company		\$0.0050	\$0.0260	-1.00%	\$0.0100
Petroleum Traders Corporation		\$0.0231	\$0.0231	2.75%	\$0.0200
Mansfield Oil Company of Gainesville		-\$0.0091	\$0.0168	0.00%	\$0.0350

Pro Forma Fuel Budget

				#1 ULSD	#2 ULSD	Biodiesel	Biodiesel - Small Load	Magellan's Cold Flow Improver	Total Gallons Diesel & Biodiesel	Estimated Contract Cost
Assumptions	Annual Gallons			20,000	310,000	15,500	20,000	21,000	365,500	
	Price			\$2.57	\$2.32					
Agriland FS Inc				\$51,960	\$728,190	\$36,320		\$210		\$816,680
Harms Oil Company				\$51,500	\$727,260	\$35,600		\$210		\$814,570
Petroleum Traders Corporation				\$51,862	\$726,361	\$36,949		\$420		\$815,592
Mansfield Oil Company of Gainesville				\$51,218	\$724,408	\$35,960		\$735		\$812,321

COUNCIL ACTION FORM

SUBJECT: PARTIAL MISO SERVICE REQUIREMENTS CONTRACT

BACKGROUND:

Electric Services is a participant in Midcontinent Independent System Operator (MISO), which operates the electric grid for all or parts of 15 states, including Iowa. MISO adopts standards and regulations for its member utilities to ensure reliable and cost-effective transmission of electricity across the grid.

Electric Services operates four electric generating units (Unit 7, Unit 8, and two combustion turbines). MISO classifies generating assets like those operated by Electric Services as either Behind-The-Meter-Generators (BTMG) or Ahead-of-the-Meter Generators (known as Schedule 53 units). An operator of a BTMG can typically choose when and how its own generation is operated. This is how Electric Services' generation assets are currently configured.

If a generating unit is classified as a Schedule 53 unit, then the operator must bid the generation into the electric market on a daily basis. On days when the unit's generating price is below the market prices of electricity, MISO will send operating instructions to the utility and will pay the utility for electricity produced, on a cost-plus basis.

MISO has recently changed its rules addressing how units qualify to be operated as BTMG facilities. With this change, Unit 8 can no longer qualify as a BTMG resource without risking the loss of credit of Unit 8's generating capacity towards the utility's capacity obligations. Unit 8 will change to a Schedule 53 resource on December 1, 2025. The Electric utility's other generating assets are unaffected and will remain as BTMG units.

This change will require more sophisticated analysis, planning, and interaction with MISO. **Therefore, staff is seeking a qualified provider for partial MISO market-based Power Plant services.** These services include providing a 24-hour monitoring and market interface, scheduling and generator offer submissions, fuel procurement, outage scheduling, planning resource auction planning, meter data management, shadow settlement and dispute resolution with MISO.

This action involves contracting services with a vendor to act as an agent on behalf of and in coordination with Electric Department staff to register, schedule, monitor, transact, and communicate with the MISO energy, capacity, and ancillary services markets for the operating of Unit 8 as a Schedule 53 Capacity Resource. These services will allow the utility to retain Unit 8's generation capacity value in MISO.

On June 5, 2025, a Request for Proposals (RFP) document was posted on AmesBids by the City's Purchasing division. On June 30, 2025, one proposal was received from Tenaska Power Services Co. from Irving, Texas.

Tenaska's proposal includes a one-time system set-up fee of \$10,000 and a monthly charge beginning in December 2025 of \$8,000. **Funding to cover the services provided by this contract is included within the Fuel & Purchased Power division in the Natural Gas budget.**

Staff evaluated the proposal based on price, services offered, experience of the firm, and references. **After evaluation, staff is recommending that a contract be awarded to Tenaska Power Services Company. The recommendation was based on the following considerations:**

- Tenaska has the staffing, experience, and qualifications to successfully manage Unit 8 as a Schedule 53 Capacity Resource in MISO.
- Tenaska has been providing customers with 24/7 operations, communication, scheduling, dispatch, and outage scheduling in the MISO region since 2005.
- Tenaska's customers consist of joint action agencies, municipal electric utilities, electric cooperatives, independent power producers, renewable generation facilities, large industrial and cogeneration facilities, large retail loads, demand response participants, energy storage assets, and community choice aggregators. Cedar Falls Utilities is one such customer and is contracting with Tenaska for similar services.
- Tenaska has extensive experience in managing fossil fuel energy resources for its customers, specifically with combined cycle and gas-fueled peaking facilities. Tenaska currently provides services to over 45,000 MW of natural gas-fueled generation across the country (including MISO) and therefore has extensive experience in understanding the nuances of gas resources and the challenges presented by the power and gas market coordination.
- Tenaska's Fuel Management Services include communicating with fuel suppliers for day-ahead fuel purchases, adjusting fuel volumes through intra-day purchases and sales, and managing customers Daily Fuel Position Report.
- Favorable references from other utilities.

This contract will be for the period beginning date of award through June 30, 2026. The contract may be extended, if mutually agreed by both parties, for four additional 12-month periods.

ALTERNATIVES:

1. Award a contract to Tenaska Power Services Co., Irving, TX, for Partial MISO Service Requirements, for the period from date of award through June 30, 2026, in the amount of \$66,000.
2. Reject the proposal and direct staff to rebid.

CITY MANAGER'S RECOMMENDED ACTION:

This contract will provide Energy Management Services that will enable Unit 8 to successfully operate as a Schedule 53 Resource in MISO on behalf of Electric Services. This will allow Unit 8 to remain as a capacity resource to serve electric customer's requirements and meet MISO obligations. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No.1 as stated above.



Item No. 17
MEMO

To: Mayor and City Council
From: City Clerk's Office
Date: July 22, 2025
Subject: Contract and Bond Approval

There is no Council Action Form for the Daley Park Splash Pad Project with TK Concrete, Inc., of Pella, IA, in the amount of \$322,820. City Council approval of the contract and bond for the project is simply fulfilling a *State Code* requirement.



Item No. 18
MEMO

To: Mayor and City Council
From: City Clerk's Office
Date: July 22, 2025
Subject: Contract and Bond Approval

There is no Council Action Form for the Ada Hayden Heritage Park Path Replacement Project with Caliber Concrete, LLC, of Adair, IA, in the amount of \$1,136,861.94. City Council approval of the contract and bond for the project is simply fulfilling a *State Code* requirement.



Item No. 19
MEMO

To: Mayor and City Council
From: City Clerk's Office
Date: July 22, 2025
Subject: Contract and Bond Approval

There is no Council Action Form for the Parks and Recreation Maintenance Expansion Project with King Knutson Construction, Inc., of Iowa Falls, IA, in the amount of \$1,334,075. City Council approval of the contract and bond for the project is simply fulfilling a *State Code* requirement.



Item No. 20
MEMO

To: Mayor and City Council
From: City Clerk's Office
Date: July 22, 2025
Subject: Contract and Bond Approval

There is no Council Action Form for the Fire Alarm Upgrade for the Power Plant with Van Maanen Electric Inc. of Newton, IA, in the amount of \$359,895. City Council approval of the contract and bond for the project is simply fulfilling a *State Code* requirement.

ITEM #:	<u>21</u>
DATE:	<u>07-22-25</u>
DEPT:	<u>PW</u>

COUNCIL ACTION FORM

**SUBJECT: 2023/24 CONCRETE STREET PAVEMENT IMPROVEMENTS PROGRAM
(PRAIRIE VIEW EAST AND PRAIRIE VIEW WEST)**

BACKGROUND:

The Concrete Street Pavement Improvements Program is an annual program for the removal and replacement of deteriorated concrete street pavements with a new pavement surface. The project location for FY 2023/24 included Prairie View East and Prairie View West. On March 12, 2024, City Council awarded the project to Con-Struct, Inc. of Ames, IA in the amount of \$1,015,443.

Change Order No. 1, a deduction in the amount of \$26,991.68, was approved by the City Manager's Office. This change order reduced the required quantity of asphalt surfacing material and added the stabilization of subbase due to the presence of shallow utility crossings.

Change Order No. 2 (this Council Action) in the amount of \$230,500 is to cover additional costs to place a new rock base and a concrete surface for the southern half of Prairie View East. The initial project design had planned for milling and replacing the surface of Prairie View East based on the pavement cores taken during the design process. However, when construction began, it became apparent that the existing roadway base was more deteriorated than expected.

This change order is necessary to ensure that the project can be completed, which will reduce future maintenance issues with the pavement. It is anticipated that the more substantial pavement construction provided by this change order will add approximately 2-3 weeks to the construction schedule. The project is now anticipated to be complete in early August.

The amount of \$545,412 was transferred to this project from funds remaining from the 2023-24 Asphalt Street Program #1. A summary of revenues and projected expenses is shown below:

Funding Source	Revenue	Expenses
2023-24 Concrete Street Program (GO Bonds)	\$900,000	
2023-24 Asphalt Street Program (GO Bonds)	545,412	
Sanitary Sewer Funding	58,000	
Original Contract		\$1,015,443.00
Change Order No. 1		(26,991.68)
Change Order No. 2 (this action)		230,500.00
Engineering/Administration (estimated)		<u>250,000.00</u>
Total	\$1,503,412	\$1,468,951.32

ALTERNATIVES:

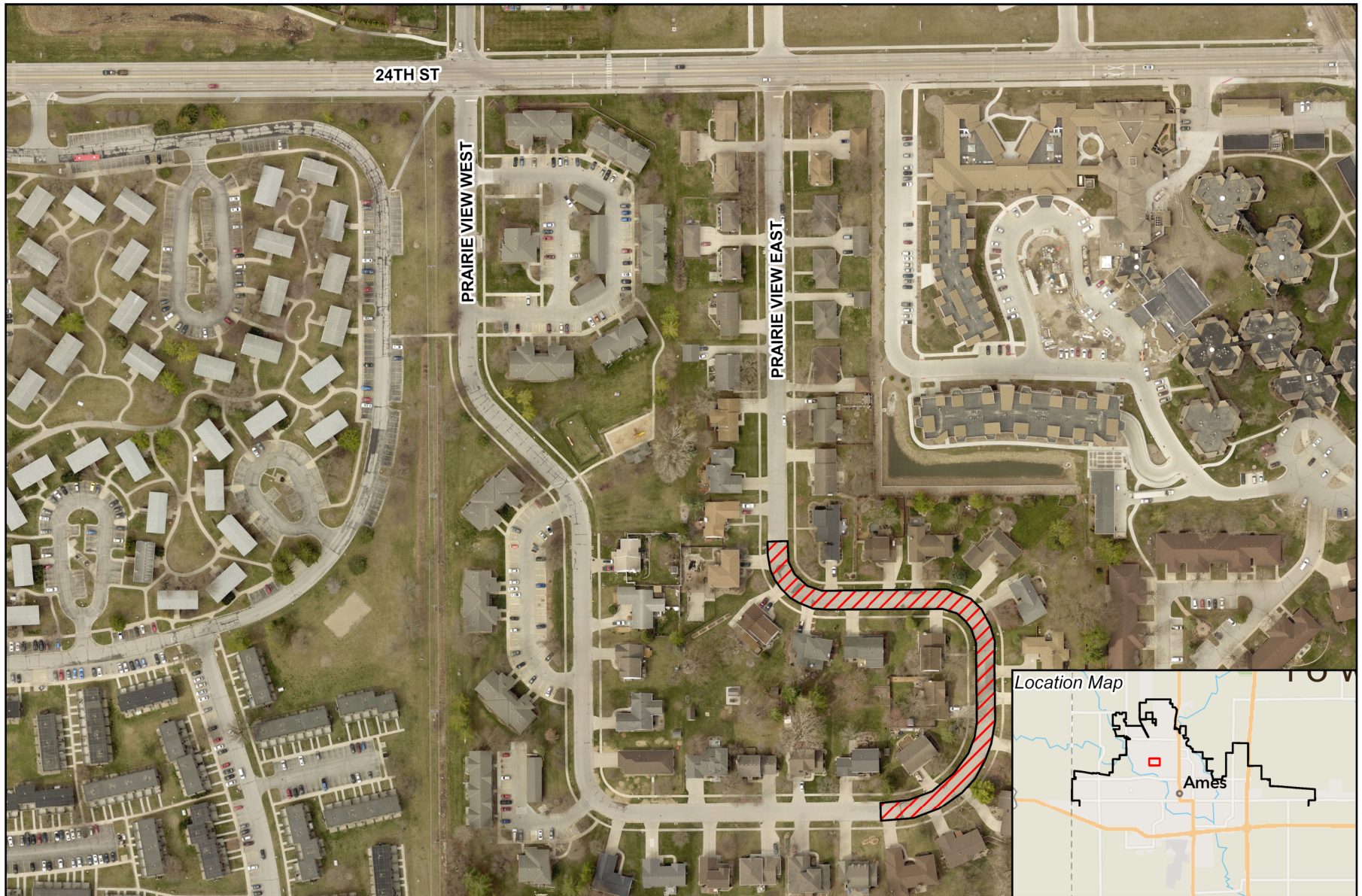
1. Approve Change Order 2 for the 2023/24 Concrete Pavement Improvements Program (Prairie View East and Prairie View West) in the amount of \$230,500.
2. Do not approve Change Order 2.

CITY MANAGER'S RECOMMENDED ACTION:

Including this additional work provides significant improvements to the longevity of the Prairie View East roadway and reduces long-term maintenance costs. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

ATTACHMENT(S):

[Prairie View East and West CO2 Location Map.pdf](#)



Full depth PCC Replacement Location



COUNCIL ACTION FORM

**SUBJECT: PLAT OF SURVEY - BOUNDARY LINE ADJUSTMENT
WITHIN STORY COUNTY**

BACKGROUND:

The subdivision regulations in Chapter 23 of the *Ames Municipal Code* include the process for creating or modifying property boundaries and for determining if any improvements are required in conjunction with the platting of property. A plat of survey is allowed by Section 23.309 for the consolidation of conveyance parcels and for boundary line adjustments. City subdivision authority extends two miles beyond the City's boundaries.

The applicant, Walnut Creek Ltd. Partnership, owns multiple parcels in Story County, east of Kelley, within the Ames two-mile Urban Fringe (see Attachment A). This boundary line adjustment (Attachment B) proposes to take seven existing parcels and combine them into two, larger parcels.

- The west parcel ('H') is to be 89.24 acres with 1.26 acres of right-of-way easement. This property will front on both 530th Avenue and 280th Street.
- The east parcel ('J') is to be 163.0 acres with 2.6 acres of right-of-way easement. This property will front on 280th Street.

This boundary line adjustment does not require right-of-way dedication or infrastructure improvements as the consolidation of a rural properties triggers no new public improvements. **Despite no improvement requirements, City Council approval is required for a rural plat of survey to combine properties.**

RURAL SUBDIVISION POLICY:

The subject properties are within the two-mile Urban Fringe, but outside of the Urban Reserve. (The Urban Reserve contains those areas identified by *Ames Plan 2040* that could potentially come within the Ames city limits within the lifetime of the plan.)

The policies within *Plan 2040* are intended to prevent land from being altered such that future development will be impeded. **The proposal is to take these seven parcels and combine them into two, larger parcels. The minimum lot size is 35 acres, which both of the new parcels will exceed. The intent is to continue using these properties for agriculture. Since all properties exceed the minimum lots size policy of Plan 2040 for an Agricultural area, there are no other requirements.**

ALTERNATIVES:

1. Approved the proposed plat of survey.
2. Deny the proposed plat of survey on the basis that the City Council finds that the requirements for plats of survey as described in Section 23.309 have not been satisfied.
3. Refer this request back to staff and/or the owner for additional information.

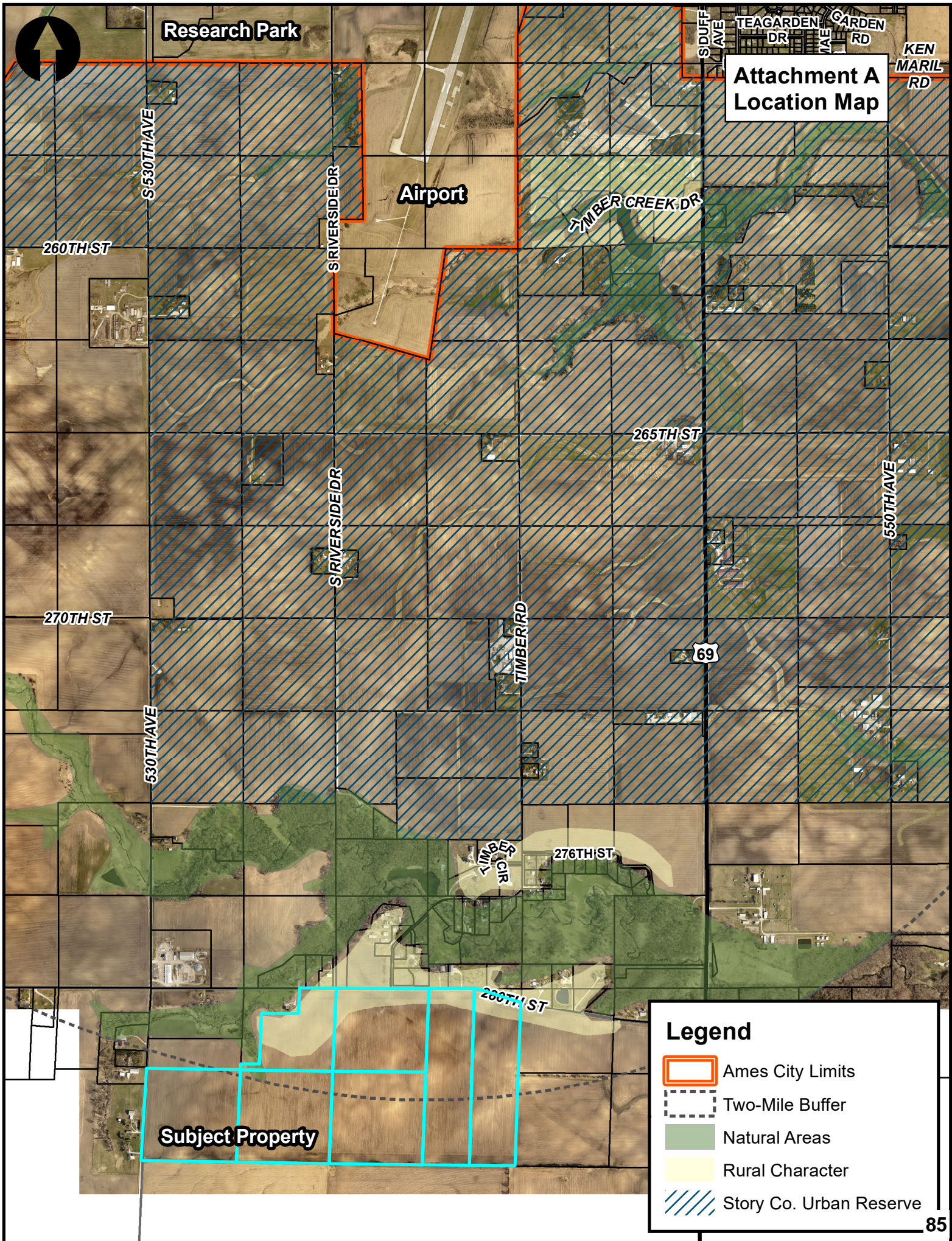
CITY MANAGER'S RECOMMENDED ACTION:

Staff finds that the proposed plat of survey, boundary line adjustment, complies with Chapter 23, Subdivision Code, and with *Ames Plan 2040* policies. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, as described above.

ATTACHMENT(S):

[Attachment A - Location Map.pdf](#)

[Attachment B - Plat of Survey.pdf](#)



Attachment A Location Map

Legend

- Ames City Limits
- Two-Mile Buffer
- Natural Areas
- Rural Character
- Story Co. Urban Reserve

ATTACHMENT B

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
BRIAN FOLTZ
SNYDER & ASSOCIATES, INC.
911 CENTRAL AVENUE
FORT DODGE, IOWA 50501
515-573-2030
BFOLTZ@SNYDER-ASSOCIATES.COM

SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:
N 1/2 FR. SEC. 3-82-24
STORY COUNTY, IOWA

REQUESTED BY:
DAVE LOWMAN

PROPRIETOR:
WAI NUT CREEK LTD PARTNERSHIP

PLAT OF SURVEY

LEGAL DESCRIPTION

PARCEL 'H' OF THE NORTH HALF OF FRACTIONAL SECTION 3, TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 3; THENCE N03°17'53"E ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 1309.34 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE S88°48'40"E ALONG SAID NORTH LINE, A DISTANCE OF 1341.92 FEET; THENCE N02°19'43"E, A DISTANCE OF 74.62 FEET; THENCE N89°39'20"E, A DISTANCE OF 265.00 FEET; THENCE N02°17'20"E, A DISTANCE OF 722.00 FEET; THENCE S89°30'26"E, A DISTANCE OF 521.92 FEET; THENCE N02°49'27"E, A DISTANCE OF 365.42 FEET TO THE NORTH LINE OF SAID SECTION 3; THENCE S89°48'35"E ALONG SAID NORTH LINE, A DISTANCE OF 290.76 FEET; THENCE S02°45'47"W, A DISTANCE OF 2486.01 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE N88°53'48"W ALONG SAID SOUTH LINE, A DISTANCE OF 2425.10 FEET TO THE POINT OF BEGINNING.

PARCEL 'H' CONTAINS 90.50 TOTAL ACRES, 1.26 ACRES OF WHICH IS ROAD RIGHT-OF-WAY AND IS SUBJECT TO ALL EASEMENTS EXPRESSED OR IMPLIED.

PARCEL 'J' OF THE NORTH HALF OF FRACTIONAL SECTION 3, TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 3; THENCE N04°06'57"E ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 2339.23 FEET TO THE CENTERLINE OF 280TH STREET; THENCE NORTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTH WITH AN ARC LENGTH OF 98.93 FEET, WHOSE RADIUS IS 1146.00 FEET, WHOSE CENTRAL ANGLE IS 04°56'47"; THENCE N71°41'00"W ALONG THE CENTERLINE OF SAID 280TH STREET, A DISTANCE OF 471.22 FEET; THENCE WESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTH WITH AN ARC LENGTH OF 119.35 FEET, WHOSE RADIUS IS 571.80 FEET, WHOSE CENTRAL ANGLE IS 11°57'31"; THENCE N89°54'52"W ALONG THE CENTERLINE OF SAID 280TH STREET ALSO THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1972.79 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE N89°48'34"W ALONG THE CENTERLINE OF SAID 280TH STREET ALSO THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 240.64 FEET; THENCE S02°45'47"W, A DISTANCE OF 2486.01 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 3; THENCE S88°53'48"E, ALONG SAID SOUTH LINE, A DISTANCE OF 2824.76 FEET TO THE POINT OF BEGINNING.

PARCEL 'J' CONTAINS 163.00 TOTAL ACRES, 2.60 ACRES OF WHICH IS ROAD RIGHT-OF-WAY AND IS SUBJECT TO ALL EASEMENTS EXPRESSED OR IMPLIED.

DATE OF SURVEY

DECEMBER 10, 2024

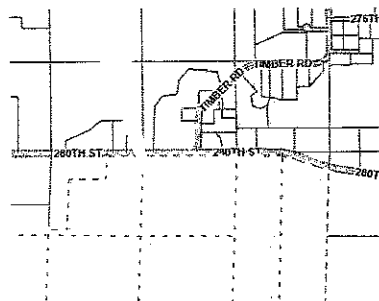
OWNER

WALNUT CREEK LTD PARTNERSHIP

BASIS OF BEARING

laRTN DERIVED USING NAD 83, IOWA STATE PLANE NORTH
COORDINATE SYSTEM - THE WEST LINE OF SECTION 3 IS
ASSUMED TO BEAR S 03°17'53" W.

PROJECT LOCATION

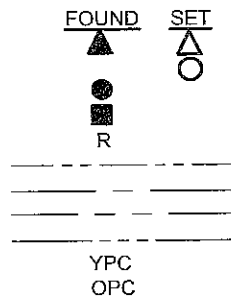


LEGEND

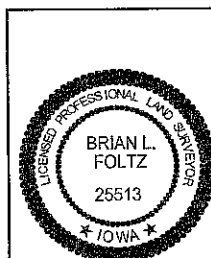
FEATURES

Section Corner
1/2" Rebar, OPC #25513
1/2" Rebar YPC #6586
1/2" Rebar YPC #17161
Recorded As
R.O.W. Line
Section Line
Quarter Section Line
Quarter Quarter Section Line
Yellow Plastic Cap
Orange Plastic Cap

FOUND SET



VICINITY MAP



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Brian L. Foltz, PLS Date
License Number 25513
My License Renewal Date is December 31, 2026
Pages or sheets covered by this seal: 2

PLAT OF SURVEY PARCELS 'H' & 'J'

FRACTIONAL SECTION 03, T82N, R24W, STORY COUNTY, IA



911 CENTRAL AVENUE
FORT DODGE, IA 50501 (515) 573-2030

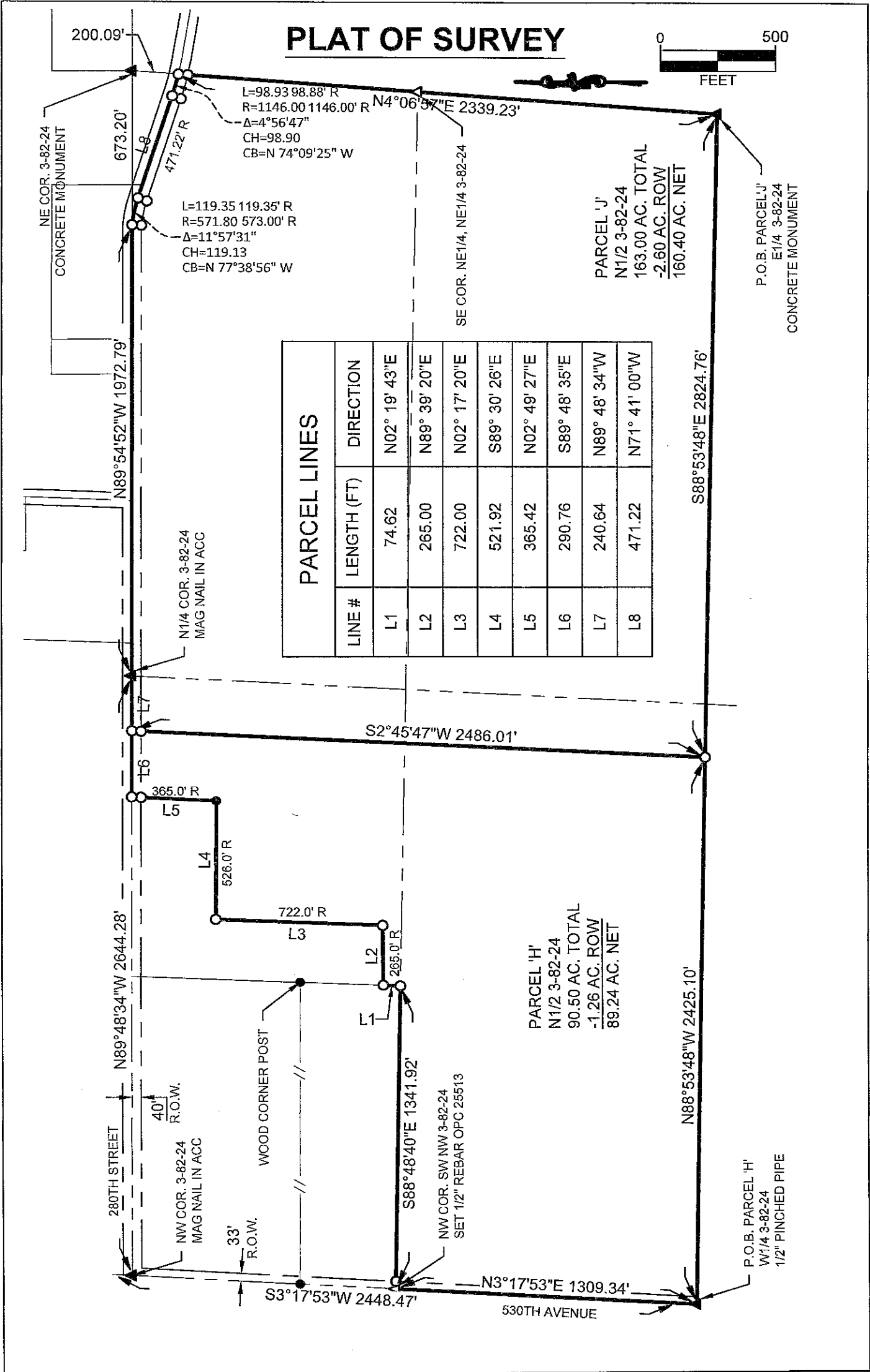
SHEET 1 OF 2


PN: 124.1448.01

T-R-S:82N-24W-03

DATE: 12/11/24

PM/TECH: BLF



PLAT OF SURVEY PARCELS 'H' & 'J' FRACTIONAL SECTION 03, T82N, R24W, STORY COUNTY, IA  SNYDER & ASSOCIATES 911 CENTRAL AVENUE FORT DODGE, IA 50501 (515) 573-2030	SHEET 2 OF 2
	PN: 124.1448.01
	T-R-S: 82N-24W-03
	DATE: 12/11/24 PM/TECH: BLF

V:\Projects\12024\124.1448.01\CADD\1241448_EX1.dwg

ITEM #:	<u>23</u>
DATE:	<u>07-22-25</u>
DEPT:	<u>ELEC</u>

COUNCIL ACTION FORM

SUBJECT: **ELECTRIC UTILITY EASEMENT ON STATE OF IOWA PROPERTY**

BACKGROUND:

The City owns an overhead electric line that is located adjacent to the Union Pacific Railroad tracks along the north side of the Iowa State University campus. Another overhead electric line is located along 13th Street, east of Haber Road. Both of these lines are located on State of Iowa property.

In order to formalize the City's right to maintain these overhead electric lines, it is necessary to obtain an easement from the Board of Regents. An easement agreement has been prepared and is attached to this report. If approved by the City Council, the easement agreement will be presented to the Board of Regents for approval in the fall.

ALTERNATIVES:

1. Approve the Electric Utility Easement on State of Iowa property in order to maintain the Ames Electric Services overhead electric lines along the north side of the Iowa State University campus and 13th Street. The easement shall be conditioned upon the approval by the State Board of Regents.
2. Do not approve the Electric Utility Easement on State of Iowa property and direct staff to find an alternate location for the overhead electric lines.

CITY MANAGER'S RECOMMENDED ACTION:

The overhead electric lines addressed by this proposed easement provide for reliable electric services to both Iowa State University and Ames Electric Services customers. In order to continue providing reliable service, these lines must be maintained. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

ATTACHMENT(S):

[FIN North College Line Electrical Easement w ISU.pdf](#)

Legal Description:	See pages 5 and 6
Return document to:	Office of General Counsel, Iowa State University, 3550 Beardshear Hall, 515 Morrill Road, Ames, Iowa 50011
Document prepared by:	Paula DeAngelo, Office of General Counsel, Iowa State University, 3550 Beardshear Hall, 515 Morrill Road, Ames, Iowa 50011, 515-294-5352

**IOWA STATE UNIVERSITY – CITY OF AMES
ELECTRIC DISTRIBUTION UTILITY EASEMENT AGREEMENT
NORTH COLLEGE LINE**

This Electric Distribution Utility Easement Agreement (“**Agreement**”) is entered into on _____, 2025, (“**Effective Date**”) by the Board of Regents, State of Iowa for the use and benefit of Iowa State University of Science and Technology (“**Grantor**”) and the City of Ames, Iowa (“**Grantee**”).

- A. The State of Iowa holds title to the following real property located in Sections 3 and 4, Township 84 North, Range 24 West, Ames, Story County, Iowa, and in Sections 33 and 34, Township 83 North, Range 24 West, Ames, Story County, Iowa, for the use and benefit of Iowa State University of Science and Technology under the jurisdiction of the Board of Regents, State of Iowa (“**Property**”).
- B. Grantee has installed electric distribution system components on the Property. Grantor supports the components remaining on the Property and is willing to grant Grantee an easement across the Property in accordance with the terms of this Agreement.

TERMS

- 1. Location. Pursuant to Code of Iowa §262.9(8) and subject to the terms of this Agreement, Grantor grants Grantee an easement that shall be located upon and limited to the area depicted in the Plat of Easement, which is attached as Exhibit A and made part of this Agreement, and legally described in Exhibit A (“**Easement Area**”).
- 2. Use. Grantee shall use the Easement Area for the purpose of operating, using, maintaining, and repairing electric distribution system components for an overhead electrical line (“**Grantee Components**”) to provide electrical services to Grantor and others. Grantee must obtain Grantor’s prior written approval for any other use of the Easement Area.

Template B: City Equipment Already Installed (October 2023)

3. Access; Disruption. Grantee's entrance upon Grantor's Property to access the Easement Area shall be over reasonable routes designated by Grantor. When using the Easement Area, Grantee shall minimize disruption to Grantor's operations on the Property and on adjacent Grantor property.
4. Maintenance and Repair. As between Grantor and Grantee, Grantee shall be solely responsible for maintaining and repairing the Grantee Components.
5. Liability.
 - a. Damage to Grantor Property. Grantee shall promptly notify Grantor of any damage caused by Grantee to the Easement Area, Property, or other real or personal property of Grantor. At Grantor's request, Grantee shall repair or replace the property damaged by Grantee, reimburse Grantor for reasonable, documented expenses incurred by Grantor to repair or replace the property damaged by Grantee, or compensate Grantor for the loss of the property damaged by Grantee. Notwithstanding the foregoing, the parties shall mutually agree upon the most cost-effective and timely manner to fully repair the damage caused by Grantee.
 - b. Third Party Claims. To the extent permitted by Chapter 670 of the Iowa Code and other applicable law, Grantee shall indemnify and hold harmless Iowa State University of Science and Technology, the Board of Regents – State of Iowa, the State of Iowa and their respective officers, employees and agents harmless from any claims, liabilities, damages, fines, and expenses arising from the Grantee Components, use of the Easement Area by Grantee, or from any tort (as defined in Chapter 670 of the Iowa Code) arising from the acts or omissions of Grantee or its officers or employees.
 - c. Insurance. Grantee shall maintain appropriate insurance coverage or self-insure for liabilities that may arise from its activities set forth in this Agreement.
 - d. Liens. The Property shall not be subjected to liens of any nature by reason of Grantee's activities, including, but not limited to, mechanic's and materialman's liens. Grantee has no power, right, or authority to subject the Property to any mechanic's or materialman's lien or claim of lien.
6. Consideration. Grantee's use of the Grantee Components to provide electrical services to Grantor is the consideration for Grantor's grant of this easement to Grantee.
7. Rights Reserved. Grantor may use the Easement Area for any purpose that does not interfere with Grantee's rights granted in this Agreement.
8. Relocation. Grantor may require Grantee to relocate the Easement Area. If Grantor desires for the Easement Area to be relocated, Grantor shall notify Grantee. Grantor and Grantee shall then confer and establish a relocation plan that minimizes disruptions to Grantee's electrical system and Grantor's future land use and minimizes relocation costs. Grantor shall reimburse Grantee for the costs of relocating the Easement Area. If Grantee wishes to upgrade Grantee Components in connection with the relocation, Grantee shall be responsible for the cost of the upgraded Grantee Components unless Grantor and Grantee agree otherwise. Grantor and Grantee shall amend this Agreement or terminate this Agreement and execute a new agreement to identify the new easement area.

9. Duration. This easement is granted, and all rights set forth in this Agreement shall endure, so long as Grantee continues to use the Easement Area for any of the purposes set forth in paragraph 2 above in accordance with this Agreement. Upon discontinuation of Grantee's use of the Easement Area for any of the purposes set forth in paragraph 2 above in accordance with this Agreement, all rights granted to Grantee shall terminate and revert to Grantor. Unless agreed otherwise by Grantor and Grantee, Grantee shall remove the Grantee Components from the Easement Area at Grantee's sole expense.
10. Assignment Prohibited. The grant of this easement is to Grantee only and cannot be assigned in whole or part to any other party without written consent of Grantor.

Signature page follows on the next page

Grantor and Grantee execute this Electric Distribution Utility Easement Agreement by their lawfully designated officials as of the date first written above.

BOARD OF REGENTS, STATE OF IOWA

By _____
Mark Braun
Executive Director

STATE OF IOWA, COUNTY OF POLK, SS.:

This instrument was acknowledged before me on _____ by Mark Braun as Executive Director of the Board of Regents, State of Iowa.

Notary Public
My Commission expires: _____

CITY OF AMES, IOWA

Passed and approved on _____ by Resolution No. 25-_____, adopted by the City Council 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 _____, 2025, by Renee Hall and John A. Haila, as City Clerk and Mayor, respectively, of the City of Ames, Iowa.

Notary Public
My commission expires: _____

LEGAL DESCRIPTION – EXHIBIT ‘A’

Electric Line Easements for eight strips of land, 10.00 feet in width with 5 feet on each side of the described centerlines along the existing overhead transmission lines and poles located in the South Half of the Southwest Quarter of Section 33 and the Southeast Quarter of the Southwest Quarter of Section 34, Township 84 North, and in the East Half of the Northwest Quarter and the Northeast Quarter of Section 4, and the Northwest Quarter of Section 3, Township 83 North, all in Range 24 West of the 5th P.M., City of Ames, Story County, Iowa, and with the Electric Line Easements being further described by the following centerlines:

Commencing at the Southwest Corner of said Section 33; thence N 89°48'11" E, 1042.63 feet along the South Line of said Section 33; thence N 00°11'49" W, 79.13 feet to a point on the North Right-of-Way Line of 13th Street and to the Point of Beginning of Easement No. 1; thence N 19°39'48" E, 125.47 feet to a point on the South Right-of-Way Line of the Union Pacific Railroad and there terminating;

AND continuing from the previous stated terminating point for Easement No. 1, N 19°45'27" E, 149.68 feet; thence S 74°15'27" E, 209.43 feet to a point on the West Line of the SE 1/4 of the SW 1/4 of said Section 33 and to the Point of Beginning of Easement No. 2; thence S 74°15'27" E, 103.85 feet to a point on the Northerly Right-of-way line of 13th Street, and there terminating;

AND, commencing at the Southwest Corner of said Section 33; thence N 89°48'11" E, 1327.71 feet along the South Line of said Section 33 to the SE Corner of the SW 1/4 of the SW 1/4; thence N 89°48'43" E, 587.42 feet along the South Line of the SE 1/4 of the SW 1/4 of said Section 33; thence N 00°11'17" W, 88.11 feet to a point on the Southerly Right-of-Way line of 13th Street and the Point of Beginning of Easement No. 3; thence S 74°15'27" E, 240.12 feet; thence S 66°27'59" E, 598.66 feet; thence S 66°10'02" E, 1938.46 feet; thence S 66°23'55" E, 1175.15 feet; thence S 66°23'46" E, 177.97 feet; thence S 67°22'01" E, 185.81 feet; thence N 22°55'27" E, 66.17 feet and there terminating;

AND, commencing at the end point of the second to last call of Easement No. 3, which is S 67°22'01" E, 185.81 feet, and is the Point of Beginning of Easement No. 4, thence S 66°25'02" E, 52.36 feet and there terminating;

AND, commencing at the Southwest Corner of said Section 34; thence N 89°44'11" E, 560.80 feet along the South Line of said SW 1/4; thence S 00°15'49" E, 59.12 feet to the Point of Beginning of Easement No. 5; thence S 89°34'10" E, 31.81 feet; thence S 89°06'12" E, 572.74 feet; thence N 89°48'58" E, 1338.72 feet; thence N 33°55'10" E, 131.36 feet, thence N 89°52'46" E, 37.60 feet to a point on the East Line of the Southeast Quarter of the Southwest Quarter of said Section 34 and there terminating;

AND, commencing at the end point of the second to last call of Easement No. 5, which is N 33°55'10" E, 131.36 feet, and is the Point of Beginning for Easement No. 6, thence N 33°55'10" E, 33.94 feet and there terminating;

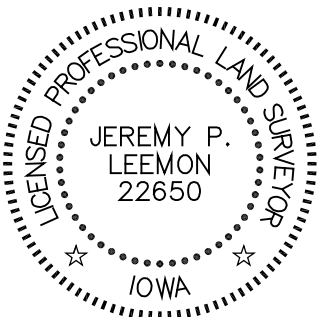
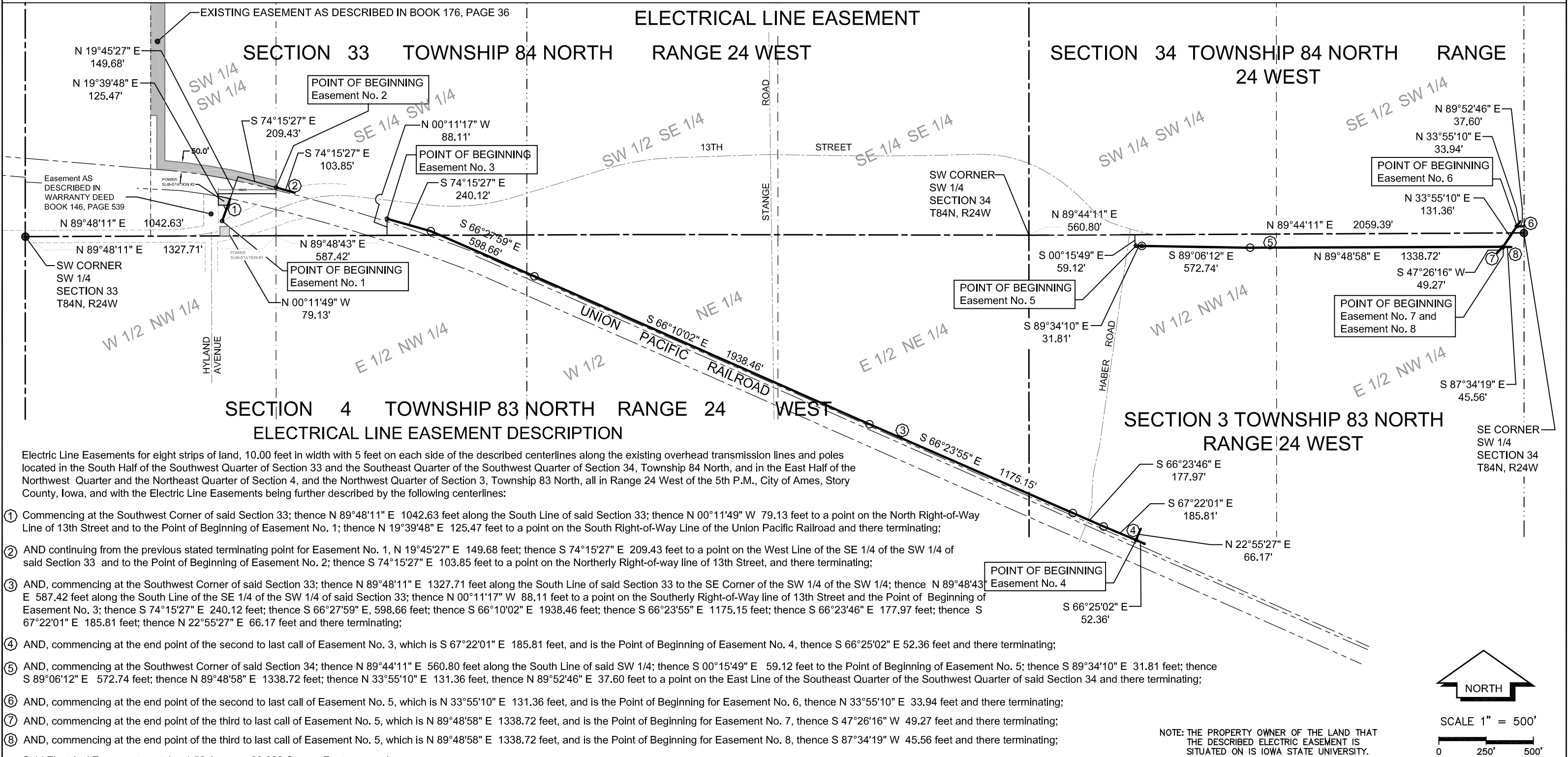
AND, commencing at the end point of the third to last call of Easement No. 5, which is N 89°48'58" E, 1338.72 feet, and is the Point of Beginning for Easement No. 7, thence S 47°26'16" W, 49.27 feet and there terminating;

AND, commencing at the end point of the third to last call of Easement No. 5, which is N 89°48'58" E, 1338.72 feet, and is the Point of Beginning for Easement No. 8, thence S 87°34'19" W, 45.56 feet and there terminating.

[Said electrical easement(s) contain 1.58 acres or 68,883 square feet more or less].

{ E A S E M E N T P L A T F O L L O W S }

EXHIBIT A



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

[Signature] 6/11/2025
Jeremy P. Leemon, P.L.S. Date
License number: 22605
My registration renewal date is December 31, 2026
Pages or sheets covered by this seal: 1 OF 1

ELECTRICAL LINE EASEMENT

for the City of Ames, Iowa

Drawn by: *DJH* Project No.: *9117.00*
Drawing Date: *6/11/2025*
Drawing Name: *K:\9117.00 - Ames Electrical Easement\CAD\Electric Lines.dwg*





Item No. 24
MEMO

To: Mayor & City Council
From: Justiin Clausen, P.E., CPWP-M, Public Works Director
Date: July 22, 2025
Subject: Ansley Subdivision 1st Addition Financial Security Partial Release

Please see attached documentation for partial release of financial security on file with the City.

ATTACHMENT(S):
[Ansley 1st Addition Financial Security Reduction 4.docx](#)



Smart Choice

Public Works Department

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

July 14, 2025

City Clerk
City of Ames
Ames, Iowa 50010

RE: Ansley Subdivision 1st Addition Financial Security Reduction No. 4

City Clerk:

I hereby certify that more public improvements including topsoil for one lot, sidewalk PCC 5", shared use path 3/8T minus, 5in, and a portion of street trees required as a condition for approval of the final plat of **Ansley Subdivision 1st Addition**, have been completed in an acceptable manner by **various homebuilding contractors**. The above-mentioned improvements have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa and found to meet City specifications and standards.

As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be reduced to **\$169,087**.

Sincerely,

Justin Clausen, P.E, CPWP-M
Public Works Director

JC/MB

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

Ansley Subdivision 1st Addition

July 14, 2025

Page 2

Items completed as part of this reduction of financial security.

ITEM	UNIT	Qty
Topsoil on Site	CY	1515
Shared Use Path, 3/8T minus, 5in	SY	658
Sidewalk, PCC, 5"	SY	83.9
Street Trees	EA	7



Item No. 25
MEMO

To: Mayor & City Council
From: Justiin Clausen, P.E., CPWP-M, Public Works Director
Date: July 22, 2025
Subject: Ansley Subdivision 3rd Addition Financial Security Partial Release

Please see attached documentation for partial release of financial security on file with the City.

ATTACHMENT(S):
[Ansley 3rd Addition LOC Reduction 2.docx](#)



Smart Choice

Public Works Department

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

July 14, 2025

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

RE: Ansley 3rd Addition Subdivision Letter of Credit Reduction No. 2

Mayor and Council Members:

I hereby certify that public improvements including sanitary sewer main, sanitary sewer stubs, water main & fittings, water service stubs, gate valve, fire hydrant, sanitary manholes, storm pipe, footing drain collectors, storm sewer service stubs, storm sewer manholes, and intakes required as a condition for approval of the final plat of **Ansley 3rd Addition**, have been completed in an acceptable manner by **Rognes Corp.** The above-mentioned improvements have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa and found to meet City specifications and standards. Improvements outstanding to be completed at this time include COSESCO (erosion control), sidewalk, pedestrian ramps, subgrade preparation, HMA pavement, PCC pavement, curb and gutter, pavement markings, street trees, street lights, seeding.

As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be reduced to **\$227,094.50**.

Sincerely,

Justin Clausen, P.E, CPWP-M
Public Works Director

JC/MB

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

Ansley 3rd Addition
July 14, 2025

Items completed as part of this reduction of financial security for Ansley 3rd Addition Subdivision.

ITEM	UNIT	Qty
SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 INCH	LF	625
SANITARY SEWER SERVICE STUB, PVC, 4IN	LF	13
STORM SEWER, TRENCHED, RCP, 15 INCH	LF	779
STORM SEWER, TRENCHED, RCP, 18 INCH	LF	65
FOOTING DRAIN COLLECTOR, 6 INCH	LF	110
FOOTING DRAIN CLEANOUT	EA	1
FOOTING DRAIN CONNECTION	EA	1
STORM SEWER SERVICE STUB, PVC, 1.5 INCH	EA	15
WATER MAIN, TRENCHED, PVC C900 (DR 18), 8 INCH	LF	780
FITTING, 22.5 DEG, 8 INCH	EA	3
FITTING 45 DEG, 8 INCH	EA	2
WATER SERVICE STUB, PVC, 1 INCH	EA	14
VALVE, GATE, 8 INCH	EA	1
FIRE HYDRANT ASSEMBLY RELOCATION	EA	1
BLOWOFF HYDRANT ASSEMBLY REMOVAL	EA	1
SANITARY MANHOLE, SW-301, 48 INCH	EA	3
STORM MANHOLE, SW-401, 48 INCH	EA	2
INTAKE, SW-503	EA	1
INTAKE, SW-505	EA	3
INTAKE, SW-511	EA	3

Items remaining as part of this reduction of financial security for Ansley 3rd Addition Subdivision.

ITEM	UNIT	Qty
SUBGRADE PREPARATION	SY	4451
PAVEMENT, PCC, 6 INCH - PRIVATE	SY	1476
CURB AND GUTTER, 2.5 FT, 6 INCH	LF	1557
PAVEMENT, HMA, 4 INCH BASE	SY	1821

Ansley 3rd Addition
 July 14, 2025

PAVEMENT, HMA, 2 INCH INTERMEDIATE	SY	1821
PAVEMENT, HMA, 4 INCH SURFACE	SY	1821
SIDEWALK, PCC, 5 INCH (FUTURE HOMEOWNER)	SY	795
SIDEWALK, PCC, 5 INCH	SY	115
SIDEWALK, PCC, 6 INCH	SY	64
DETECTABLE WARNING	SF	80
CURB AND GUTTER REMOVAL	LF	147
PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	LS	1
CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE I)	AC	4
EROSION CONTROL - COSESCO	AC	4.78
STREET TREES	EA	24
STREET LIGHTS	EA	5

All unspent funding will be carried over into the Right-of-Way Restoration program for future CIP projects.

ALTERNATIVES:

1. Accept the 2022/23 Right-of-Way Restoration as completed by Country Landscapes, of Ames, IA, in the amount of \$248,925.78
2. Direct staff to pursue modifications to the project.

CITY MANAGER'S RECOMMENDED ACTION:

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

ATTACHMENT(S):

[2022-23 RIGHT-OF-WAY RESTORATION LOCATIONS.pdf](#)
[Certification Letter 2022-23 Right of Way Restoration.pdf](#)

2022-23 ROW Restoration Locations

SITE #	STREET	FROM	TO	CIP LOCATION
1	North 2nd St	North Elm Ave	North Maple Ave	2021/22 Concrete Pavement Improvements
	South Kellogg Ave	South 2nd St	South 3rd St	
2	Alley	Duff Ave	Sherman Ave	2021/22 Downtown Street Improvements
3	Hoover Ave	24th St	Top-O-Hollow Rd	2021/22 Collector Street Pavement Improvements
4	Opal Dr	Jewel Dr	Crystal St	2021/22 Asphalt Street Pavement Improvements
	Opal Circle	Opal Dr	East End	
	Harcourt Dr	Garnet Dr	Jewel Dr	
	Turquoise Circle	Onyx St	South End	
	Top-O-Hollow Rd	Bloomington Rd	Dawes Dr	
5	Stafford Ave	13th	S. End	2021/22 Seal Coat Streets
6	Brookridge Ave	6th st	Ridgewood Ave	2022/23 Concrete Pavement Improvements
	Ridgewood Ave	6th st	9th St	
	Lee St	Brookridge Ave	Ridgewood Ave	
	9th St	Brookridge Ave	Northwestern Ave	
	Park Way	Brookridge Ave	Ridgewood Ave	
	Alley	6th st	Lee St	
7	Oakwood Rd	State Ave	University Blvd	2022/23 Asphalt Street Pavement Improvements
	28th St	Hoover Ave	Ferndale Ave	
8	Murray Dr	Norhtwestern	Grand	2022/23 Seal Coat Street Pavement Improvements
9	North/South Alley (between Douglas Ave & Duff Ave)	5th St	6th St	2022/23 Downtown Street Pavement Improvements
10	Various locations			22/23 Clear Water Diversion
11	Lincoln Way	Wilder Ave	County Line Road	Ames Plan 2040 Water
12	Grand Ave	6th St	Murray	2021/22 Water System Improvement & Water Main Replacement
	S Duff Ave	Lincoln Way	S 5th	
13	South 17th	South Kellogg ave	End	2020/21 Concrete Pavement Improvements (Patching)
	South Kellogg Ave	South 17th	South 16th St.	
	Ford St	South Dayton	Bell Ave	
	Bell Ave	E Lincoln Way	Ford St	



July 15, 2025

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

Dear Mayor and Council Members:

I hereby certify the **2022/23 Right-of-Way Restoration** project was completed in an acceptable manner by **Country Landscapes**, of Ames, Iowa, in the amount of **\$248,925.78** and was inspected by the Public Works Department of the City of Ames, Iowa.

Sincerely,

Justin A. Clausen, PE, CPWP-M
Public Works Director

JAC/lbc

cc: City Clerk, Finance, Contractor, Administrative Services, Project File

ITEM #:	<u>27</u>
DATE:	<u>07-22-25</u>
DEPT:	<u>PW</u>

COUNCIL ACTION FORM

SUBJECT: 2024/25 WATER SYSTEM IMPROVEMENTS PROGRAM (N RUSSELL AVENUE - LINCOLN WAY TO N 2ND STREET)

BACKGROUND:

The Water System Improvements program provides for replacing water mains in areas that are experiencing rusty water problems. It also provides for installing larger distribution mains in areas that have a high concentration of 4" supply lines, transferring water services from 4" water mains in streets where larger water mains exist, and abandoning 4" water mains. Eliminating duplicate water mains, where possible, improves water flow and helps reduce rusty water.

The location for this project was along North Russell Avenue from Lincoln Way to North 2nd Street and included replacement of the water main. On October 8, 2024, City Council awarded a contract to Iowa Water & Waste System of Ames, Iowa, in the amount of \$104,910.50. One balancing change order was administratively approved by staff, a deduction in the amount of \$202. The balancing change order reflects the actual measured quantities completed during construction. **Construction was completed in the amount of \$104,708.50.**

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

Source	Available Revenue	Expenses
2024/25 Water System Improvements CIP Allocation	\$200,000	
N Russell Water Main Replacement (as bid)		\$ 104,910.50
Change Order No. 1 (balancing)		\$ (202.00)
Engineering/Administration		\$ 20,000.00
TOTAL	\$200,000	\$ 124,708.50

ALTERNATIVES:

1. Accept the 2024/25 Water System Improvements Program (N Russell Avenue – Lincoln Way to N 2nd Street) project as completed by Iowa Water & Waste System, LLC of Ames, Iowa, in the amount of \$104,708.50.
2. Direct staff to pursue changes to the project.

CITY MANAGER'S RECOMMENDED ACTION:

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

ATTACHMENT(S):

N Russell Water.pdf

Certification Letter 2024-25 Water System Improvements (N. Russell).pdf



N Russell Ave - Lincoln Way to N 2nd St





July 15, 2025

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

Dear Mayor and Council Members:

I hereby certify the **2024/25 Water System Improvements (N. Russell Avenue – Lincoln Way to N. 2nd Street)** project was completed in an acceptable manner by **Iowa Water & Waste Systems, LLC** of Ames, Iowa, in the amount of **\$104,708.50** and was inspected by the Public Works Department of the City of Ames, Iowa.

Sincerely,

Justin A. Clausen, PE, CPWP-M
Public Works Director

JAC/lbc

cc: City Clerk, Finance, Contractor, Administrative Services, Project File

COUNCIL ACTION FORM

SUBJECT: **COMPLETION OF AMES/ISU ICE ARENA RADIANT HEATING PROJECT**

BACKGROUND:

This project included replacing the radiant heating system located above the spectator seating area and the lobby of the Ames/ISU Ice Arena, 1507 Gateway Hills Park Drive. The previous system was installed during construction of the facility which opened to the public in 2001.

The heating system is a critical component of the facility as it is used when there are games or practices taking place in the arena. In 2024, the radiant heating system began to fail, leaving large areas of the arena uncomfortably cold for patrons. A replacement project was therefore prioritized to replace this system.

The City hired KCL, West Des Moines, Iowa, to develop project specifications and a cost estimate for the project. The City Council awarded a contract at its November 26, 2024 meeting to Converse Conditioned Air Inc., Ames, Iowa for \$114,500 to supply and install a new radiant heating system. The total cost of the project was \$128,000 (including \$13,500 for design and engineering with KCL) and funding available was \$133,725. The approximate lifecycle for the new system is 15 to 20 years. A representative from KCL reviewed the project and has certified that it was completed in accordance with the design. The completion letter from the engineer is attached.

ALTERNATIVES:

1. Accept completion of the contract for the Ames/ISU Ice Arena Radiant Heating Project with Converse Conditioned Air, Inc., Ames, Iowa, in the amount of \$114,500.
2. Do not accept completion of the contract and direct staff to make changes to the project.
3. Refer this item back to staff for further information.

CITY MANAGER'S RECOMMENDED ACTION:

The radiant heating system at the Ice Arena is critical equipment to the facility as it provides heat to spectator areas. The previous system was no longer able to work as it was designed. Having a new system in place will ensure users a more pleasant experience at the Ice Arena. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No.1 as described above.

ATTACHMENT(S):

[KCL Completion Letter.pdf](#)

300 4th Street
West Des Moines, Ia., 50265

July 11, 2025

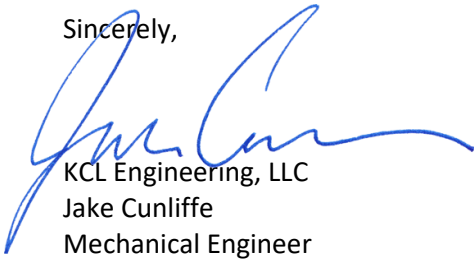
City of Ames
Parks & Recreation Department
1500 Gateway Hills Park Dr.
Ames, Ia., 50010

SUBJECT: Ames/ISU Ice Arena
Ames, Ia.

Dear Mr. Joshua Thompson,

After a recent site review of the newly installed Radiant Heater System in the Ames Ice Arena facility, the system is correctly installed and appears to be in working order.

Sincerely,



KCL Engineering, LLC
Jake Cunliffe
Mechanical Engineer

COUNCIL ACTION FORM

SUBJECT: **COMPLETION OF CARR PARK AGILITY COURSE PROJECT**

BACKGROUND:

The Carr Park Agility Course Project included the construction of an agility course, safety surfacing, concrete border, concrete path connection, water line for a drinking fountain, sub-surface drainage, and grading at Carr Park, 1704 Meadowlane Avenue.

The agility course consists of pieces of equipment that allow individuals (youth and adult) to utilize their upper and lower body strength to complete multiple activities. The agility course equipment includes balance beams, spider walk, overhead ladders, cargo nets, and a ledge hanger.

While working on this project, staff also conducted three public meetings with the neighborhood to present project ideas and listened to their feedback. **Several concerns the neighbors expressed were incorporated into the final project, including the removal of the mid-block road crossing, completing the path extension along Meadowlane Avenue, and reconstructing the pedestrian crossing at the intersection of Carr Drive and Meadowlane Avenue.**

At its December 10, 2024 meeting, City Council awarded a contract in the amount of \$443,800 to Caliber Construction, Adair, Iowa. There was one change order for the project in the amount of \$4,290. During construction, Caliber Construction identified an area outside of the agility course that was not draining. Therefore, staff directed Caliber to add additional drainage in order to mitigate future maintenance concerns. With the addition of the \$4,290, the total contract amount is \$448,090.

Snyder and Associates, Ankeny, Iowa, developed plans and specifications for the project. The agility course equipment and installation contract was completed separately, which totaled \$166,570. City staff purchased and installed the shelter and will be having an electrical contractor install security lighting in the shelter.

The total cost of the project is approximately \$662,202 and total funding available is \$746,815. As a reminder, Council has already approved using \$30,000 of these project savings for the Park Maintenance Facility Expansion Project.

ALTERNATIVES:

1. Accept completion of the contract for the Carr Park Agility Course Project with Caliber Concrete, Adair, Iowa, in the amount of \$448,090.
2. Do not accept the completion of the contract for the Carr Park Agility Course Project with Caliber Concrete, Adair, Iowa, in the amount of \$448,090.
3. Refer back to staff.

CITY MANAGER'S RECOMMENDED ACTION:

The Carr Park Agility Course provides a diverse type of equipment that is not offered anywhere else in the park system. Staff presented the project to the neighbors during multiple meetings and was able to remediate their concerns including removing the mid-block crossing, creating one continuous path through the park, and reconstructing the pedestrian crossing at the Carr Drive and Meadowlane Avenue intersection. Staff feels this project is an excellent example of how parks transition over time. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, as described above.

Staff Report

PUBLIC NUISANCE ORDINANCE UPDATE

July 22, 2025

BACKGROUND:

In 2023, the City Council adopted Chapter 30 of the *Municipal Code*, the Public Nuisance Ordinance. The ordinance went into effect on January 1, 2024. The new ordinance consolidated existing ordinances into a single, easy-to-navigate document with consistent enforcement methods. Additionally, three new regulations were introduced: 1) Grass Height on owner-occupied properties (previously only applied to rental properties), 2) Dangerous Trees, and 3) Structural Defects.

Staff has been utilizing the new ordinance for over a year now and were asked by the City Council to provide an update regarding the effectiveness of the ordinance and highlight any concerns encountered.

COMPLAINT NUMBERS:

In 2023, prior to the adoption of the Public Nuisance Ordinance, staff received 826 nuisance related complaints. In 2024, with the new Public Nuisance Ordinance in place, staff received 996 complaints--a 21% increase. Attachment #1 reflects the case types and number of complaints for 2024.

Approximately 19% of the complaints received (189) were unfounded, meaning the property was not in violation of the ordinance at the time of inspection. Staff issued 15 citations (2%) due to non-compliance, of which 7 were for dangerous trees. In some cases, the owner had a desire to work towards compliance, but did not have the available funds, so they opted to be cited and have the trees removed through the abatement process.

CONTINUED CONCERNS:

A few concerns have been received from residents about issues that the new Code does not currently address. These concerns are explained below. Supporting photos can be found in Attachment #2.

Vermin

Staff receives complaints about neighboring properties that have conditions that harbor vermin or allow vermin to exist. When staff originally drafted the Public Nuisance Ordinance, a restriction on harborage of vermin was included. After public input was received, this language was removed by the City Council. **Those who spoke at the City Council meeting questioned how vermin would be defined and what the term "conditions" means.** Many other jurisdictions do have restrictions on vermin habitats.

Question: Does City Council want to prohibit conditions which harbor vermin or the presence of vermin on the property?

Outdoor Storage

Previously, the Zoning Code prohibited the outdoor storage of any goods or materials for more than 72 hours. Two separate code sections restricted the outdoor placement of indoor furniture and/or appliances.

The current ordinance prohibits indoor furniture, appliances, and household items from being placed outdoors, **but it does not restrict any items that fall outside of the ‘indoor use’ category.** For example, the outdoor storage of bicycles, lawn mowers, coolers, etc., not specifically intended for indoor use cannot be regulated as they were under the previous Zoning Code language. Complaints about this issue typically arise when there is an abundance of items left outdoors (e.g., a single bicycle would not normally generate a complaint).

Question: Does Council want to add provisions that would prohibit the Outdoor Storage of all items?

Overgrown/Unmaintained Vegetation (not turf grass or noxious weeds)

Prior to January 1, 2024, the *Municipal Code* prohibited noxious weeds and did not restrict the height of turf grasses, with the exception of rental properties which were restricted to 12 inches in height.

The new ordinance continues to prohibit noxious weeds and restricts turf grasses on all properties to 12 inches in height. It does not regulate either: 1) weeds that are not deemed noxious by the State of Iowa or the City, or 2) grasses that are not considered turf grasses. **Staff continues to receive complaints about general overgrowth and lack of vegetative maintenance.**

Question: Does Council want to add language to the Code that would restrict vegetation types, heights, or overgrowth? Noxious weeds and turf grasses over 12 inches in height would continue to be prohibited.

Junked Vehicles

Junked vehicles continue to be prohibited from being kept on a property for more than 48 hours or up to 30 days if concealed, enclosed, or covered with a tight-fitting vehicle cover. This standard has not changed, but staff continues to have difficulties determining if a vehicle is junked because the criteria that constitute a junked vehicle often aren’t visible, or at least not visible from the public way. The criteria for determining a Junked Vehicle can be found in Attachment #3.

The concern from citizens seems to be more about vehicles parked in one place for an extended period of time, whether junked or not. Previously, the Code prohibited operable vehicles from being stored for more than 15 days. This was removed from the Code after public input and concerns over the ability to enforce on something for 15 consecutive days.

Question: Does Council want to restrict the length of time vehicles can be parked on private property without moving?

Question: Does Council want to revise any of the criteria for defining a Junk Vehicle?

Items in Right-of-Way

Staff has encountered different situations where the right-of-way is used for storage or living purposes and has struggled to find an effective enforcement practice. There have been a few cases in which a person is living in a vehicle that is parked on the street and personal belongings are left outside of the vehicle. Staff has posted notice on the vehicle that the items need to be removed, but does not have a process for removing and safekeeping the items if they are not voluntarily removed.

Alternatively, there are situations where items are kept on the street and staff does not know to whom the items belong. These types of items include non-motorized equipment, tractors, boats, household items, etc.

Question: Does Council want to prohibit any items from being placed in the ROW and establish a removal process for said items?

Recreational Vehicles

The current ordinance allows one travel trailer, recreational vehicle, boat, or boat trailer to be stored (over 72 hours) on private property in the rear yard or wholly in the side yard. In addition, it allows any recreational vehicle to be parked (up to 72 hours) in the driveway.

Staff has met resistance to this standard primarily during the camping season (April through October). Many residents have expressed interest in an exception to allow their recreational vehicle to be stored on the driveway when not in use from April through October.

Question: Does the City Council want to create an exception as outlined above?

Legal Concerns

In addition to the Code concerns, there are also some legal concerns staff continues to encounter.

1. Staff is limited to enforcing only violations they are able to view from the public way. Staff cannot enter private property without the owner's permission to view potential violations. An administrative search warrant would be required to be obtained from the Court to enter private property. Staff can view the property from a neighboring property with permission from that property owner.
2. There have been a few instances where staff has been unable to contact the property owner. Attempts to serve citations have failed, even by local law enforcement. Citations are primarily issued so that staff can request permission from the Court to enter the property and abate the violation. This cannot happen when the citation is unable to be served. In short, an owner could ignore attempts at service leaving little to no recourse for violations.

3. The legal process offers little recourse when a citation is left unpaid. Legally, a person can be found to be in contempt of Court by not paying the fine, but there still is no penalty for that unless a judge is willing to sentence them to jail time. It is unlikely this would occur, so typically the citation, and the Court costs paid by the City to file, are left unpaid.

Compliance Efforts

Voluntary compliance is staff's primary goal and has proven to be quite effective, since less than two percent of complaints result in a citation. As previously stated, citations are primarily issued when staff is unable to achieve compliance through normal efforts. Of the 15 citations issued, two have been unable to be served and three have agreed to the citation because they lacked the funds to comply. They understand that the City will request permission to abate and the associated costs will be assessed to their property which they can pay off over 10 years. In these cases, the citations are being used as a mechanism for compliance in the form of a loan.

Additionally, staff would like clarification and direction regarding when and at what cost is it appropriate to abate a violation. For example, a homeowner has an excessive amount of peeling and chipping paint. Compliance in this case would require the home to be repainted or sided. If the owner is unable to comply and a citation is issued, should staff request abatement (permission to paint the house)? The alternative would be to issue a citation and then cite again if the property does not come into compliance.

Should staff tow a recreational vehicle that is not parked in an approved area? Should staff remove several diseased ash trees in a wooded back yard at a cost of nearly \$10,000?

Question: Is Council interested in exploring the establishment of a grant or loan program to help with abatement so that owners have an option other than a citation?

Question: What level of compliance does the Council want to have staff achieve through abatement? Is there a monetary threshold?

Complaint Process

Staff currently operates primarily on a complaint-only basis. There is some proactive enforcement done in the Campustown neighborhoods to help control garbage and furniture concerns, but most of the opened cases have had complaints filed. Complaints are received by phone, email, mail, Ames on the Go, or in person. Ames on the Go has been a convenient mechanism for reporting because citizens can log the complaint in the app, include a photo and geocode the location. Since implementing Ames on the Go, the number of complaints has more than tripled. Although the app has proven useful, it may have the effect of making it too easy to file a complaint. Last summer, one citizen used Ames on the Go to file nearly 100 complaints in a short period of time (over 60 in one day) and another citizen submitted nearly 80. Together, these two complainants account for 18% of the total complaints received in the year.

Staff believes one of these complainants may have been the subject of a complaint, prompting

them to seek out reportable violations. This created a philosophical struggle for staff since it was essentially proactive enforcement. The complaints could not be ignored, but staff was aware that the complaints were not initiated out of true concern to a neighbor.

The Council may recall that in 2024, staff presented Council with a similar issue related to sidewalk complaints. Sidewalk complaints are occasionally made anonymously via letter or phone, and these complaints would be investigated. The sidewalk complaint section of Ames on the Go requires a registered user to make the complaint, but the issues are not posted on the map. City staff is able to see the registered user information. Complaints logged under the "other" category, however, do not require registered user information in order to be posted.

Question: Should staff continue to enforce reactively or would Council like to implement proactive enforcement?

Question: Should there be restrictions on filing anonymous complaints?

Vacant and Abandoned Structures

City Council received a staff report on November 5, 2024, regarding vacant and abandoned structures. The report highlighted efforts from several other jurisdictions in regulating vacant and abandoned structures (See Attachment #4).

These options included adding abandoned structures in the nuisance ordinance, creating a vacant structure registration program, and utilizing State Code to take title to the property. Council requested this item be placed on a future workshop agenda. Staff is including it in this report as a discussion point since it shares many of the same concerns already raised within.

Question: Does Council want to add language to the Code that would regulate vacant and abandoned structures?

Summary of Concerns/Direction Needed

The below list includes concerns raised throughout this report that staff would like the Council's input on:

1. **Does City Council want to prohibit conditions which harbor vermin or the presence of vermin on the property?**
2. **Does Council want to add provisions that would prohibit the Outdoor Storage of all items?**
3. **Does Council want to add language to the Code that would restrict overgrowth of vegetation in addition to the prohibition of noxious weeds and turf grasses over 12 inches in height?**
4. **Does Council want to restrict the length of time vehicles can be parked on private property without moving?**

5. Does Council want to revise any of the criteria for defining a Junk Vehicle?
6. Does Council want to prohibit any items from being placed in the ROW and establish a removal process for said items?
7. Does Council want to create an exception to allow RVs to be parked in a driveway for more than 72 hours from April to October?
8. Is Council interested in exploring the establishment of a grant or loan program to help with abatement so that owners have an option other than a citation?
9. What level of compliance is Council wanting to have staff achieve through abatement? Is there a monetary threshold?
10. Should staff continue to enforce reactively or would Council like to implement proactive enforcement?
11. Should there be restrictions on filing anonymous complaints?
12. Does Council want to add language to the Code that would regulate vacant and abandoned structures?

STAFF COMMENTS:

Overall, it has been very helpful to have all of the code sections that were previously spread through the *Municipal Code* in one section with the same fine structure and enforcement process. The concerns noted above are the result of customer concerns that that staff has not been able to resolve through the current ordinance. Staff would like direction from the City Council regarding each item listed above. If any changes that are desired, the staff will return at a later date with proposed language to address each concern.

ATTACHMENT(S):

[Attachment 1.docx](#)
[Attachment 2.docx](#)
[Attachment 3.docx](#)
[Attachment 4](#)

Attachment A

2023			2024			2025 to Date		
Case Type	Total Complaints	Percent of Total	Case Type	Total Complaints	Percent of Total	Case Type	Total Complaints	Percent of Total
Dangerous Building	7	0.8	Dangerous Building	3	0.3	Dangerous Building	1	0.19
Front Yard Parking	0	0	Front Yard Parking	4	0.4	Front Yard Parking		
Furniture	234	28.33	Furniture	120	12.05	Furniture	62	11.9
Garbage	103	12.47	Garbage	50	5.02	Garbage	44	8.45
Graffiti	0	0	Graffiti	1	0.001	Graffiti	1	0.19
Grass Height	25	2.51	Grass Height	147	14.76	Grass Height	61	11.71
Fire Hydrant Clearance	2	0.24	Fire Hydrant Clearance	5	0.5	Fire Hydrant Clearance		
Junked Vehicle	12	1.45	Junked Vehicle	24	2.41	Junked Vehicle	13	2.5
Occupancy	15	1.82	Occupancy	1	0.001	Occupancy	1	0.19
Outdoor Storage	28	3.39	Outdoor Storage	22	2.21	Outdoor Storage	7	1.34
Other	12	1.45	Other	11	1.1	Other	13	2.5
Recreational Vehicle	9	1.09	Recreational Vehicle	3	0.03	Recreational Vehicle	2	0.39
Garbage Receptacle	17	2.06	Garbage Receptacle	24	2.41	Garbage Receptacle	3	0.58
Right-of-Way	194	23.49	Right-of-Way	262	26.31	Right-of-Way	161	30.9
Structural Defects	0	0	Structural Defects	21	2.11	Structural Defects	8	1.54
Signs	19	2.3	Signs	11	1.1	Signs	13	2.5
Sump Pump	1	0.1	Sump Pump	0	0	Sump Pump		
Parking Surface	14	1.7	Parking Surface	20	2.08	Parking Surface	12	2.3
Dangerous Trees	6	0.7	Dangerous Trees	111	11.14	Dangerous Trees	54	10.36
Unregistered Rentals	43	5.21	Unregistered Rentals	32	3.21	Unregistered Rentals	8	1.54
Visibility Triangle	13	1.6	Visibility Triangle	29	2.91	Visibility Triangle	17	3.3
Noxious Weeds	68	8.2	Noxious Weeds	82	8.23	Noxious Weeds	29	5.57
Yard Waste	4	0.4	Yard Waste	13	1.31	Yard Waste	11	2.11
Total	826	99.31	Total	996	99.592	Total	521	100.06

Vermin Conditions



Outdoor Storage







Overgrown Vegetation (not grass and not noxious weeds)







Junked Vehicles





Items In ROW







RV In Driveway



Junked Vehicle Concerns

Code Sections

A junked vehicle is currently defined in Chapter 30 as:

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.

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

Chapter 30 declares junked vehicles public nuisances:

30.5(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.
- b) One (1) junked vehicle per property may be stored outdoors for no more than 30 days cumulative per vehicle per calendar year in compliance with Ames Municipal Code Section 29.304(3) Prohibited Uses when 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.
- c) Junked vehicles stored upon the premises of a duly authorized salvage yard or junk yard and meeting the requirements of the Ames Municipal Code.

Concerns

1. Many of the vehicle components that render a vehicle inoperable are not visible (fuel tank, engine, drive shaft, batter, etc.). The only way to verify these components are present would be for the owner to voluntarily show staff or for staff to obtain a search warrant from the court to enter the property and investigate the vehicle. The presence of jacks under a vehicle do not prove inoperability.
2. Enforcement can only be conducted from the public way or a neighboring property with that owner's permission. Many vehicles are situated in a way that staff are unable to verify any of the criteria to render the vehicle junked.
3. Lack of current registration is one component that can render a vehicle inoperable. If this is the only thing the vehicle is lacking, the owner is able to update registration and keep the vehicle in place. This does not resolve the complainant's concern regarding the vehicle so is it necessary to require?
4. Many of the complaints staff receive are regarding the presence of the vehicle in one spot for an extended period of time. Typically, these vehicles do not meet the criteria to be junked, or, if they do, it is due to lack of registration which can be resolved without moving or changing the vehicle. Under the previous ordinance, vehicles were prohibited from remaining in a driveway without moving for more than 72 hours. This standard was removed after much debate and public input.

Questions

1. Should the criteria for a junked vehicle be changed so that components have to be visible from the exterior (remove all references to interior components)?
2. Is the City Council supportive of having staff utilize administrative search warrants to verify a vehicle's status?
3. Should current registration continue to be a requirement for an operable vehicle parked in a driveway? If there is not a prohibition on storage time in the driveway does requiring current registration make sense? Some owners choose not to register vehicles while the primary driveway is away or unable to operate the vehicle, but the vehicle is still in an operable condition.
4. Does City Council want to revisit the storage timeframe for vehicles parked in a driveway?

Staff Report

**VACANT AND ABANDONED
STRUCTURES**

November 5, 2024

BACKGROUND:

At the October 22nd City Council meeting, the Council discussed an email from Jennifer Harris regarding the property located at 913 Carroll Avenue. Ms. Harris' email refers to the property as a 'nuisance' and 'abandoned' and has requested the Council look into an ordinance addressing vacant and abandoned properties.

CURRENT CODE:

The Public Nuisance Ordinance (Chapter 30) that went into effect on January 1, 2024 requires unoccupied buildings to be secured. It does not prohibit the existence of unoccupied or abandoned structures. In the case of 913 Carroll, the property is unoccupied but not abandoned. Staff has been in communication with the property owner and is working with him to resolve the complaint of items stored outdoors. There was an additional complaint of groundhogs at the property which is also not a violation of the Municipal Code. The owner recently took advantage of the free yard waste day and removed much of the overgrown vegetation from the front of the property and painted the front door.

OTHER JURISDICTIONS:

Staff reviewed several jurisdictions in the metro area and found that many jurisdictions similar to Ames prohibit abandoned buildings within their nuisance ordinances in some manner.

Des Moines

The City of Des Moines has a registration program for vacant structures. Their ordinance requires all vacant structures to register and submit an \$87.50 application fee. The registration information requires the person responsible to reside within Polk, or a contiguous county, and provide their contact information. If they do not reside within that area, they must submit information for a contact over 18 that has responsibility for the property. This property manager must agree to inspect the property every 30 days to

verify code compliance and to submit notice to the City if not in compliance. They must begin abating the issue within ten days and be in compliance within 30 days. Inspections completed by the City to verify compliance incur an additional inspection fee of \$87.50 for the first inspection and \$103 for subsequent inspections.

Iowa City

Iowa City was also found to have a vacant property registration ordinance similar to Des Moines. Their ordinance includes a registration fee of \$50 and an annual inspection fee of \$80. Iowa City also declares abandoned and/or vacant structures a public nuisance and allows for abatement of such.

West Des Moines

The City of West Des Moines deems any abandoned building a nuisance and allows abatement of such nuisances, though it is not clear how an abandoned building is abated. Additionally, the City has a program for the registration of properties that have been the subject of foreclosure. Like the City of Des Moines, this registration requires a local contact responsible for keeping the property in compliance with the Municipal Code. Staff was unable to find any other ordinances prohibiting vacant structures which have not been subject to foreclosure.

657A

Chapter 657A of The State Code of Iowa regulates abandoned buildings and gives the ability for local jurisdictions and counties to petition the court for ownership of the property for the purpose of preservation or abatement. 'Abandoned' is defined as:

657A.1.1 “Abandoned” of “abandonment” means that a building is vacant, or is occupied only by trespassers, and in violation of the housing code or building code of the city in which the property is located or the housing code or building code applicable in the county in which the property is located if outside the limits of a city.

Once a complaint is received of an abandoned property, the City must make an inspection of the exterior of the structure. If the City determines that the structure is likely abandoned, they must notify the owner to request an inspection of the interior. In the event an owner refuses or contact cannot be made, the City must obtain an administrative search warrant to enter. If the City determines that the property is a public nuisance and/or is abandoned they may request the court file an injunction requiring the owner to correct the nuisance or deem it abandoned. If this is unsuccessful, the court can appoint a receiver to abate

the issues.

Alternatively, a city or county can petition the court to enter judgment awarding the title to the abandoned property to the city or county. The Court uses the following criteria to help determine if the property is abandoned:

- Whether taxes or special assessments are delinquent
- Whether utilities are currently provided
- Whether the building is unoccupied by the owner
- Whether the building is fit for occupancy in accordance with the local housing/building code
- Whether the building is exposed to the elements to such a point it is causing deterioration
- Whether the building is boarded up or otherwise unsecured
- Past efforts to rehabilitate the building and grounds
- The presence of vermin, accumulation of debris, and uncut vegetation
- The effort expended by the City to maintain the building and grounds
- Past and current compliance with orders of the housing or code official
- Any other evidence the court deems relevant

In lieu of the above criteria, the Court may accept evidence that all parties have been properly notified and have consented to an order awarding title to the city. If the court finds that the property is abandoned, they can then award title, free and clear, to the petitioner.

After the title is awarded, the City must act to abate the nuisance. These actions could be in the form of demolition, property sale, or any other actions to return the property to a compliant state (mowing, replacing windows, securing the structure, etc.). The costs associated with bringing the property into compliance would be incurred by the City and then ideally recovered when the property is able to be sold. However, it's possible the costs will not be realized for several years. The process utilized after the title is obtained is explained further in specific case examples later in this report.

Other Options

Staff found several other jurisdictions including Johnston, Waukegan, Urbana and Altoona that utilize State Code 657A to help determine if a property is abandoned. Their codes specifically prohibit, or declare as public nuisances locally, properties that meet the definition of 'abandoned' in 657A. Properties that fall into this category are then enforced through the local ordinance to obtain compliance.

Some cities, such as Iowa City and Cedar Falls have created their own definitions and do not refer to 657A.

Iowa City

'Abandoned/Vacant Building: Any building or portion of a building which is: a) unoccupied and unsecured; or b) unoccupied and secured by means other than those used in the design of the building; or c) declared a dangerous building under the uniform code for the abatement of dangerous buildings; or d) unoccupied and unfit for occupancy as determined by a government agency; or e) unoccupied and has housing and building code violations; or f) unoccupied for a continuous period of time over one hundred eighty (180) calendar days.'

Cedar Falls

Declares 'Unoccupied buildings or unoccupied portions of buildings which are unsecured or abandoned' as a public nuisance. This is very similar to Ames where we declare 'Unoccupied buildings or unoccupied portions of buildings which are unsecured' as a public nuisance. Ames does not include the word abandoned.

Staff was unable to find ordinances for some cities including Waterloo, Bondurant and Ankeny. If such ordinance does exist, it was not included in the typical chapters that were reviewed. Staff did reach out to Ankeny for clarification but has not received a response.

SPECIFIC EXAMPLES

913 Carroll

The property that sparked the request for this staff report is located at 913 Carroll Avenue. A recent complaint cited concerns with items stored outdoors and groundhogs creating a habitat at the property. Staff worked with the owner to resolve the outdoor storage issue but is not able to address the groundhog concern because there is no ordinance prohibiting the presence of groundhogs or conditions that create a harbor for groundhogs.

The property does not meet the criteria to be a public nuisance because, while not occupied, it is secured. It is also not abandoned because the owner has been responsive to correspondence from staff. Without a change in the ordinance, there is no way to compel the owner to regularly occupy the structure or inspect for maintenance code compliance.

3323 Tripp

In May of 2024, staff was made aware that the property at 3323 Tripp was without water or electricity. Subsequently, the property was declared unfit for habitation and all occupants were required to vacate the structure. Once vacated, the property was left unsecured and was declared dangerous on July 1st. Staff boarded the windows and doors to secure the structure from entry. At the August 5th meeting of the Building Board of Appeals, the Board granted the City authorization to abate the violations and/or demolish the structure in accordance with Chapter 5 of the Ames Municipal Code.

The owners of the property are both deceased so staff contacted a few of the owner's family members and found that there was no estate and that the presence of any will was unknown. The lack of a living owner or estate has posed some major challenges with enforcement. The Legal Department has worked to identify other possible heirs, but cannot, with confidence, confirm that all possible heirs have been identified. This leaves concerns with demolition since an unknown heir could claim they were not notified and had interest in the property prior to demolition, essentially leaving the city to pay the demolition costs and maybe more.

Staff has prepared information to submit to the court requesting title through 657A. The intent would be to obtain the title and sell the property to someone with interest in rehabbing or demolishing the structure. There are concerns with the potential for additional liens and the ability to produce a clear title with the uncertainty of heirs which could delay a sale. If the city were to obtain the title and the sale was delayed for a few years, the city would be responsible for maintain the property. In this case, staff would request direction on whether Council would prefer to demolish the structure and incur the cost or to allow the structure to remain until the property is able to be sold. The city would also be required to pay for lawn maintenance and snow removal until the property can be sold.

201 Dotson

The property owner of 201 Dotson passed away in the Spring of 2023. Since then, the property has been vacant and not maintained. Staff secured the property from entry in the Fall of 2023 once they were made aware the structure was vacant and unsecured. Many efforts have been, and continue to be, made to identify possible heirs of the owner. Again, without an estate it is difficult to establish interested parties.

Staff has the same concerns with this property as with 3323 Tripp with the major difference being the property has not been declared dangerous and is not subject to demolition. It is likely staff will petition the court for the deed in the near future, but, due

to the concerns above, may not be able to sell the property until the potential for additional liens and heirs has passed (approximately 5 years since date of death). Staff would be required to maintain the property until a sale was possible and would anticipate recovering the maintenance costs through the sale.

Several communities have been successful in utilizing 657A to address abandoned properties. However, staff has been unable to find a community that has done so on a property in which the owners were deceased and there was no estate. While not impossible to accomplish, this hurdle does present some scenarios that could be costly for the city and should be taken into consideration.

Should the Council have interest in adopting an ordinance that will regulate vacant and/or abandoned properties, they will also want to consider the following:

- The length of time before a property is deemed vacant
- The difference between 'vacant' and 'abandoned'
- Whether the property is listed for sale
- Will this encompass residential, commercial and industrial
- Does it have a current building permit
- What the penalty will be and if the City assumes that cost (boarding windows, securing locks, etc)

NEXT STEPS

Provided City Council has interest in an ordinance regulating vacant and abandoned structures, staff recommends a workshop to talk through the many details and options within such an ordinance. One of the most important questions to answer will be how far Council is willing to go to bring a structure into compliance with a new ordinance.

Staff Report

**PROPERTY OWNER REQUEST TO INITIATE ZONING TEXT AMENDMENT TO
HOSPITAL/MEDICAL DESIGN DISTRICT (S-HM)**

July 22, 2025

BACKGROUND:

The City Council received a letter from Gary Botine of Mary Greeley Medical Center (MGMC) in June regarding desired zoning changes to the height limitations and residential use within the Hospital/Medical Design District (S-HM) for an upcoming MGMC project.

Council directed staff to prepare a background memo about the requested changes and the MGMC project concept. This information was provided to City Council for the July 8 meeting and City Council directed staff to place the MGMC request with the background information on a future agenda for Council discussion. Since the initial request and staff memo, MGMC held a neighborhood meeting on July 7. Additional information about that meeting is included at the end of this report.

The requested amendments to the Zoning Ordinance are related to two planned buildings:

1. A new building for a Nursing Simulation and Medical Training Facility, including expanded skills labs for nursing staff and overnight rooms that may be used for staff on-call.
2. Four townhome-style dwellings for long-term housing of staff and potentially residents through a new medical residency program. *(Note: the townhomes are considered apartments under the Zoning Ordinance as the units will not be located on separate lots).*

The two buildings will be located in the southwest portion of the MGMC Campus, adjacent to Kellogg Avenue. Conceptual plans for the project are attached, including a site plan that shows the relationship of the project to the residential homes to the south.

The MGMC Campus and broader medical office area between 10th and 13th Streets (from south to north), and Kellogg and Carroll Avenues (from east to west) is zoned Hospital/Medical Design District (S-HM). The adjacent neighborhood is zoned Residential Medium Density, and most properties are within the Single-Family Conservation Overlay District (O-SFC). See attached zoning and location map.

MGMC requests Council consider changes to allow for residential use and to reduce the setbacks for buildings exceeding 50 feet. The first request is to allow for household living as a permitted use in the S-HM zoning in order to construct the four townhome-style apartment dwellings. Overnight and short-term stay accommodations are a permitted

use in the S-HM, but household living as apartment dwelling units is not allowed.

The second request pertains to the training facility. MGMC requests a change to setbacks for buildings abutting residential zoning that exceed 50 feet in height. This change would affect the setback of the 60-foot-tall training facility from the south edge of the site. A 12-foot setback is requested in lieu of the current 50-foot setback requirement for the proposed 60-foot-tall training facility.

The current requirements allow for a 50-foot-tall building with a 12-foot setback from the south property line that abuts residential property. **Once a building exceeds 50 feet in height, setbacks increase by an extra 30 feet for abutting residential zoning.** An eight-foot high landscape buffer is also required within the setback area abutting residential, regardless of setbacks.

S-HM ZONING:

S-HM zoning uniquely applies to this area of the City. It was designed to accommodate medical services desired by the community, but also to balance the compatibility of modern office buildings located within the historic fabric of the neighborhoods around the area. This is primarily accomplished through landscaping/buffering standards and setback requirements. There are no specific design or architectural standards.

The subject area for the new building has been owned by MGMC for three decades, but it was not rezoned to S-HM until 2011 when MGMC was completing its expansion plans.

It was also in 2011 that the current requirement for increased setbacks for buildings to exceed 50 feet in height when adjacent to residential zoning was approved. The height limit was part of the 2011 MGMC request to increase the maximum height allowed in S-HM in relation to the hospital renovation. The zoning standard for an additional 30-foot setback when adjacent to residential was meant to maintain compatibility with the surrounding neighborhoods while otherwise increasing development intensities located more internal to a site.

POLICY ISSUES:

There are two significant policy issues to be addressed by the requested zoning text amendment:

1. Reducing the required side setbacks in S-HM abutting residential.

The training facility does not meet setbacks along the south property line as proposed. The requested setback from the south property line is 12 feet, which would apply to a four-story building that does not abut residential or is less than 50 feet in height. **However, since the proposed building is 60 feet tall, the current required setback is 50 feet.**

Although the requested change to the setback would facilitate the MGMC proposal, it also would apply to other properties zoned S-HM that are adjacent to residential zoning, including multiple properties east of Duff Avenue.

For comparison, staff reviewed other zoning districts for required setbacks of taller buildings and commercial buildings abutting residential areas:

- A 20-foot setback is required for a four-story/50-foot structure in the Residential Medium (RM) Zoning District. FS-RM would also require a 10-foot high screen landscape buffer within the setback.
- A 12- to 16-foot setback is required, depending on actual physical height, for a four-story building in Residential High Density (RH).
- A 20-foot setback is required in Highway-Oriented Commercial (HOC) when abutting residential, regardless of height.
- Other commercial zones, such as Neighborhood Commercial (NC) or Convenience General Service (CGS) that may commonly be adjacent to residential areas, do not allow for buildings greater than 35 feet in height.

2. Allowing household living within S-HM

Currently, S-HM allows housing facilities as an accessory use. Housing facilities are short-term or overnight options for staff. They may not be a complete dwelling unit (e.g., a unit with bedroom, kitchen, and bathroom facilities). **The proposed overnight rooms in the training facility would fall under this allowance and do not require a text amendment.**

However, the allowance for housing facilities does not apply to the townhomes. They fall under the use category of household living where stays exceed 60 days. They are also independent, principal uses as complete dwelling units rather than accessory uses. **A text amendment would be required to allow household living in S-HM as a principal use to facilitate the townhome development.**

The townhome-style apartments are an allowable building type with the RM and O-SFC zoning districts that abut the MGMC site. MGMC representatives have indicated they are willing to consider architectural design requirements similar to O-SFC to enhance compatibility along Kellogg.

OUTREACH:

MGMC hosted a neighborhood meeting on July 7, 2025, to solicit feedback on the project. Over 30 people were in attendance. A member of City Planning staff attended to listen to the presentation. At the meeting, MGMC representatives described the planned use of the buildings and reviewed the design of each building.

Questions and comments from the attendees were focused on why there was an interest in adding a residential use, the compatibility and design of the structures, including the townhome style, the change in standards for reduced setbacks, the overall height of the training facility, and how the changes would apply to other properties in the S-HM. **Both MGMC and representatives of the neighborhood, as requested by Council on July 8, provided more detailed summaries of the meeting. Both are attached to this report.**

OPTIONS:

1. Initiate amendments as requested to allow both household living and reduced

setbacks in S-HM as a “by-right” allowance with staff approval.

The initial letter did not identify an approval process or limitation to the changes; the default approval process is staff review by right in the S-HM.

2. **Initiate amendments to allow both household living and reduced setbacks in S-HM to be approved as an alternative design through a Major Site Development Plan process.**

With either the requested use or setback change, staff believes the sensitivity of the area warrants a public hearing review process for approval of the design of an individual project. This would typically occur through review of a Major Site Development Plan, which ensures notice for public participation in the design review process.

3. **Initiate amendments to partially reduce the setback by eliminating the extra 30 feet of setback, but still require the minimum setback of 20 feet based on a height of 60 feet, and allow for townhomes.**

This partially reduces the setback, but maintains consistency with similar separation distances in other zones. Twenty feet of space would allow for enhanced landscape buffering, accommodating larger trees.

4. **Deny the setback reduction and only initiate an amendment to allow for the townhomes.**
5. **Deny the request for townhomes and only initiate the setback reduction text amendment.**
6. **Do not initiate amendments at this time.**

If no amendments are made, a three-story training facility less than 50 feet in height could be built in lieu of the townhomes within current setbacks. A larger area per floor would allow the height to be reduced and, thus, no text amendment would be required if the facility is less than 50 feet in height.

STAFF COMMENTS:

The requested changes are a departure from the historical development patterns of the S-HM. The site of the two planned buildings abut other residential property and staff believes that sensitivity to compatibility with the neighborhood is warranted. Balancing compatibility and hospital/medical building needs has historically been a point of emphasis for this area. If any changes are undertaken, it will be important for City Council to articulate its primary interests regarding how to address these traditional issues that apply to this area.

ATTACHMENT(S):

[MGMC Request Letter.pdf](#)

[MGMC Provided Summary 7.7.25 Neighborhood Meeting.docx](#)

[Neighborhood Representatives Provided Summary 7.7.25 Neighborhood Meeting.docx](#)

[MGMC 7.7.25 Neighborhood Meeting Attendees.pdf](#)



Mary Greeley

MEDICAL CENTER

Doing what's right.

Gary Botine VP & CFO

Mary Greeley Medical Center
1111 Duff Avenue, Ames, IA 50010

Date: June 18, 2025

City Council

City of Ames
515 Clark Avenue
Ames, IA 50010

Subject: Request for Text Amendment to Ames Zoning Ordinance – S-HM (Hospital-Medical) Zoning District

Dear City Council of Ames,

We're pleased to share an exciting new project on the Mary Greeley Medical Center campus that will advance healthcare education and strengthen our community. This development features a Nursing Simulation and Medical Training Facility, along with four thoughtfully designed Row Homes to accommodate medical professionals on extended stay. Located along Kellogg Avenue, the Row Homes provide a welcoming, neighborhood-scale presence that transitions seamlessly to the larger medical campus, while the training facility is positioned just behind, with access from the former 11th Street. This project represents a strategic investment in Iowa's healthcare workforce—enhancing local training opportunities, attracting top talent, and reinforcing Ames as a place where people come to live, work, and thrive.

To achieve these goals on the proposed site, I am making a request for a text amendment on behalf of Mary Greeley Medical Center for the property located at 1018 Kellogg Ave, Ames, IA, 50010, within the S-HM (Hospital-Medical) zoning district.

Specifically, I am seeking the following changes to the S-HM zoning regulations:

- To allow residential occupancy in the form of four (4) Row Homes within the S-HM district along Kellogg Ave.
- To permit a total building height of up to 60 feet with a 12-foot side setback where an S-HM zone is adjacent to a residential zoning district.

We have discussed this project with the Planning and Zoning department and ask that this request be placed on the next City Council meeting agenda rather than requesting a memo from staff.



Mary Greeley

MEDICAL CENTER

Doing what's right.

These amendments would allow for a development that is compatible with the surrounding neighborhood while maximizing the use and benefit of the property to Mary Greeley Medical Center and the Ames Community.

I understand this request will undergo the City's review process, including evaluation by staff, public hearings before the Planning & Zoning Commission, and approval by the City Council. I am ready to provide any additional information and participate in this process as needed.

We have already presented the project to nearby neighbors and are planning a broader meeting with the larger neighborhood community. The purpose of this meeting is to share information about the project and gather community feedback.

Thank you for your consideration. I look forward to discussing how the text amendments will benefit this project, and the Ames Community.

Sincerely,

Vice President and CFO

Botine@MGMC.com

515-239-2114



Neighborhood Meeting
Re: Education Center and Residential Row Houses
Monday, July 7, 2025
Atrium A

Introduction and Project Overview: Gary Botine provided a historical background on Captain Wallace Greeley and his wife Mary, detailing their contributions to the community, including the establishment of the original hospital with \$80,000 of Captain Greeley's own money. He emphasized the project's goal to continue the legacy of Mary Greeley by providing ongoing care and education, highlighting the significant education component and the partnership with Iowa State University. The project includes residential aspects to support the community and the hospital's needs, ensuring that the legacy of Mary Greeley benefits future generations.

Nursing Pipeline Issue: Penny Belville explained the current shortage of nurses, intensified by the retirement of baby boomers and the increasing healthcare needs of an aging population. Dawn Bowker highlighted the challenges in nursing education, including the lack of faculty and clinical instruction spaces, which result in many qualified applicants being turned away from nursing programs. Efforts to support nursing education include Mary Greeley's involvement in clinical instruction for community colleges and the proposed program with Iowa State University to increase the number of nursing graduates in Iowa. Gary shared the success of the pharmacy residency program in partnership with Drake University, which has helped support outlying counties by providing trained pharmacists.

Proposed Site and Facility: The proposed site for the education simulation lab and row houses were presented, explaining the buffer from neighbors and the benefits of the residential aspect. The proposed facility will include an education simulation lab to enhance nursing education and residential units to support medical residents and new physicians, ensuring close proximity to the hospital. Dawn explained the importance of simulation technology in nursing education, highlighting the benefits of high-tech mannequins and quality simulation space for accelerated nursing programs.

Architectural Renderings: Gary shared architectural renderings of the proposed education simulation lab and discussed the additional needs for Mary Greeley, including computer training labs and de-escalation training space. Kevin Barber from 10Fold discussed the design elements of the proposed housing, emphasizing the importance of matching the neighborhood aesthetic and providing a buffer between the education facility and residential area.

Project Timeline: The project timeline was given, including the process for hiring a construction manager, obtaining board approval, and starting construction. It emphasized the importance of community input and the board's role in the decision-making process.

Community Concerns: Community members raised concerns about the height of the proposed 60-foot building and its 12-foot setback from residential properties. Gary clarified that they have requested a text amendment to allow for the 60-foot height and 12-foot setback, which is currently under review by the city. Additional concerns were expressed about the impact of the proposed building on the neighborhood, including potential shadows and the aesthetic fit, with many saying it was too modern, with the existing residential area. Questions were raised about the long-term plan for medical space, given the conversion of some medical land to residential use. Gary said that the hospital's needs are evolving with technology, and they believe they will have sufficient space for future medical uses within their current footprint.

Follow-up tasks:

- **Community Feedback:** Provide the board with the input and comments received from the community during the meeting.
- **House Relocation:** Look into the possibility of offering the existing houses to someone who might want to move them to a new location.
- **Zoning Text Amendment:** Clarify the implications of the proposed zoning text amendment for the entire hospital medical zone and communicate this to the community.

Summary of Mary Greeley Medical Center Neighborhood Meeting
on July 7, 2025, about Planned Construction

The meeting was held in a Mary Greeley Medical Center (MGMC) conference room. Over 30 neighborhood residents from both sides of Duff Ave attended, along with representatives from MGMC, their project design firm (10Fold), ISU Nursing Program staff, and the City of Ames Planning and Housing Division. The meeting lasted one hour.

Gary Botine from MGMC provided a brief history of MGMC, a high-level description of the need for a new training facility and ability to train nurses in conjunction with Iowa State University, the capabilities the facility would provide, and information about the many counties that rely on MGMC for care. He and representatives from the ISU Nursing Program discussed the nation-wide nursing shortage and the need for facilities to support a new program that would accelerate nurse training while working alongside MGMC nursing staff. He discussed some of the new technologies that would be used in the training facility.

Mr. Botine also discussed the need for residential spaces to support newly hired or visiting doctors and nurses, saying that some potential hires are unable to find adequate housing in the Ames area and the need for the housing to be near MGMC.

Attendees from the community made several comments. Almost all prefaced their comments with statements of support for MGMC, appreciation for the services MGMC provides to the community, commendation for MGMC's adoption of new technologies and training programs, and similar sentiments of praise. One community member said he appreciated MGMC's location and shared a story of walking to MGMC when needing immediate care.

Concerns identified about the planned project included:

Training Facility: MGMC is planning to build a new, 60' tall training building. Per the City Code, setbacks for a building that high would typically be 40'-50', depending upon the specific location. MGMC is asking for a text amendment that would reduce the setback requirement to 12'.

Several speakers said that a 12' setback for a 60' building seemed inappropriate for the site, particularly on a property across the street from a residential area with one- and two-story homes.

Several speakers were alarmed by the idea that MGMC's proposed text amendment to change the setback would apply to **all of the S-HM area**, meaning it would allow all

property owners in the S-HM, even those owning property in the S-HM along Duff Ave, Kellogg Ave, and the S-HM area adjacent to residential property along Carroll Ave, and 11th and 12th Streets east of Duff, etc. to erect 60' buildings with 12' setbacks. There was some uncertainty about the extent to which a change in setback requirements would apply, and a representative from the City Planning and Housing Division confirmed that the requested text amendment change in setback requirements would apply to all properties in the S-HM area, not only to the proposed project's location or only to property owned by MGMC.

One resident who currently lives on the south side of 11th St, across from the proposed training building site, expressed concern about living across the street from a building so tall.

One person asked why MGMC wasn't building the training facility at their new campus on 13th St, near Dayton Ave. MGMC said that it was too far away.

Several people asked about parking, and where the ~600 new nursing students would park. MGMC said they would park on the MGMC campus. Some people mentioned that currently a lot of people going into MGMC park on Kellogg Ave and 10th St daily.

Some people questioned MGMC's desire for actual useful public input, given that MGMC has an aggressive schedule for obtaining required approvals, finalizing design, and breaking ground.

Residential Facilities: MGMC is planning to build four townhomes to support visiting or newly hired doctors and nurses and is asking for a text amendment to allow the S-HM zoning to include residential use.

Several residents discussed earlier situations in which MGMC acquired their residential property for medical purposes, ranging from the 1970's to the mid-2010s. They asked why MGMC was now wanting to convert land zoned for medical purposes into land for residential purposes.

One person asked whether MGMC had a master plan for future land needs. MGMC said they did not have a master plan identifying to be used to meet future needs and was unable to develop one because their needs change too quickly to allow for such planning.

One person asked where the people living in the residences would park. MGMC said they would park on Kellogg Ave. Residents said that was unacceptable as Kellogg Ave is already crowded with street parking. They noted that virtually all other new residential developments in Ames require some on-site parking, and this one should, also.

One person asked why MGMC wasn't building on the empty lot on Duff Ave that is two blocks away, which is already zoned for residential use, or using some of the vacant

properties formerly used by social service providers that are three to five blocks away. MGMC said those properties were too far away or too expensive.

Questions were asked about the townhome facades, which do not appear to comply with the design guidelines that apply to the properties south and west of the S-HM, particularly the window styles and the ratio of facade to window space. One person requested that, if the text amendment is approved, the residential facilities comply with the Single-Family Overlay design guidelines.

Several people commented that they felt it would be more appropriate for MGMC to meet their residential property needs at a different site. Removing the residential facilities from the proposed project site would provide MGMC additional useable space on that site, allowing them to increase the training facility's footprint and lower its overall height, thereby obtaining the same amount of training space, and also enable MGMC to better comply with the existing setback requirements.

General: One person made the concluding point that the City's process for developing the zoning code and setting zoning standards is intentionally rigorous, lengthy, and thoughtful, actively engaging the public, providing adequate opportunity for the community to provide input, ensuring the requirements are well understood, and offering the best chance for the Code to serve the community for an extended period. The variance process sets an even higher standard for those who are unable or unwilling to follow the Code, establishing strict criteria to qualify for a variance. This reinforces the strength and value of the Code and provides residents confidence in using the Code to make decisions on where to live and work and whether to invest in their properties.

However, the text amendment process as currently followed by the City sets the lowest bar – almost no bar. The text amendment process is neither rigorous nor thoughtful; it uses a hurried and limited process for engaging the public; it makes very little effort to ensure that proposed requirements are well understood by the impacted communities and puts a burden on the impacted communities to quickly understand and spread the word about proposed changes; and is focused primarily on meeting the needs of the individual or organization requesting the change to the Code, rather than the needs of the community. This process is frustrating and disadvantageous to the community.

<u>NAME</u>	<u>ADDRESS</u>
Ben Rearick	220 10th
Mike Harriman	217 2nd St. Des Moines, IA 50311
Deb + Dave Carter	709 Douglas Ave
Karen Wilson	908 Douglas Unit 2
Donna Schomer	1128 Carroll
Ed Origer	908 Douglas Ave.
Sandi Hoff	920 Douglas Ave
Ruth MacDonald	3302 Foxley Drive
Laura Tolly	2212 Ironwood Court
Celia Brocker (Tribune)	321 S 5th Street
ROBERT CIPOLLONI	811 DOUGLAS AVE
DONNA Cipolloni	811 DOUGLAS AVE
Lec BARRAS	1103 Kellogg Ave
Eric Woestman	209 10th St
Doug? Becky Paris	709 Duff
Shelie Orugard	928 Burnett Ave
Lael Arrasmith	307-12th
KATE GREGORY	803 KELLOGG AVE
Sheila Condon	1016 Carroll Ave
Amelia Scheneman	City of Ames
Anne Kinzel	720 Duff Ave
Denise Denton	902 Douglas Ave
Late Leaberg	1111 Burnett Ave
ADAM DOUGLAS	217 2nd St. Des Moines, IA 50311
Cathy Vachin	1209 Kellogg
Don Wall	1004 Kellogg
Peter Hallock	114-8th St
Al + Kathy Hallock	722 Clark

(OVER)

Name

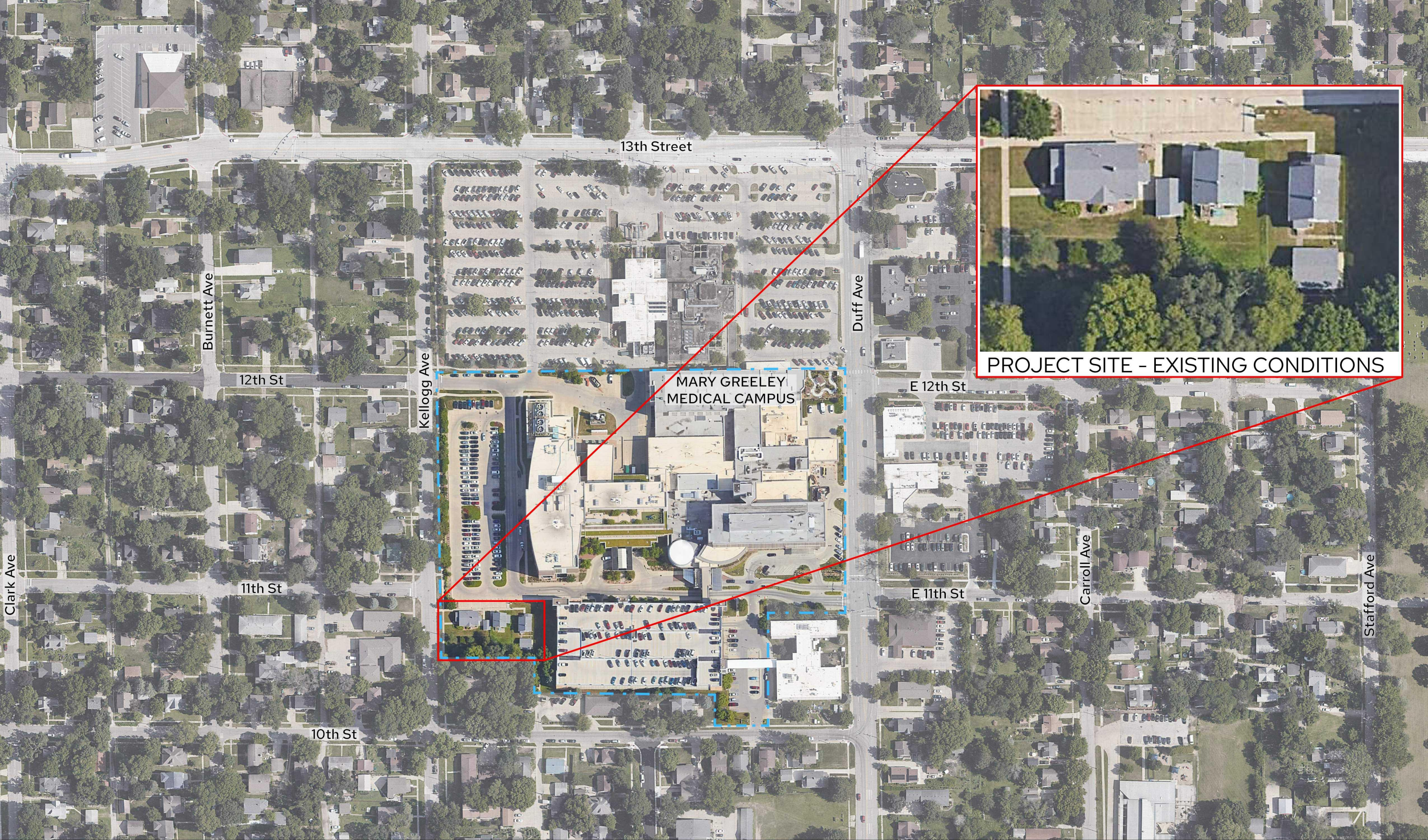
Address

Leah Bowman

1207 Burnett Ave.

Dawn Bouker

180



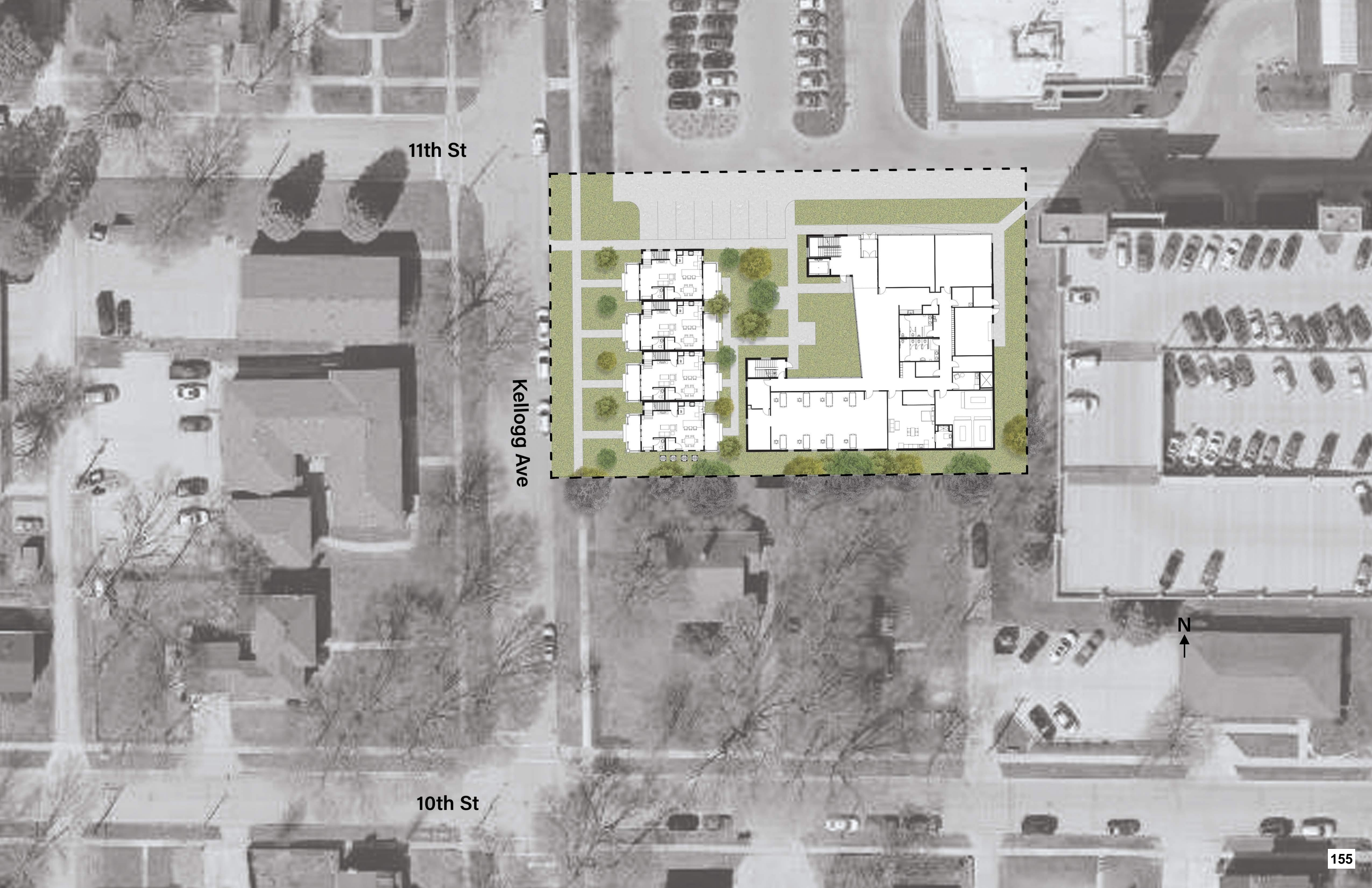
PROJECT SITE - EXISTING CONDITIONS



MGMC Simulation Lab + Residency

PROJECT SITE
MGMC PROPERTY





11th St

Kellogg Ave

10th St







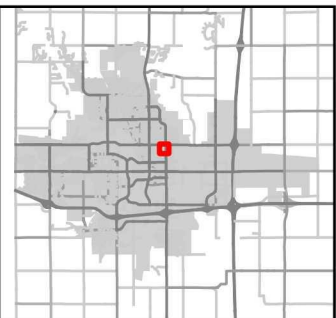
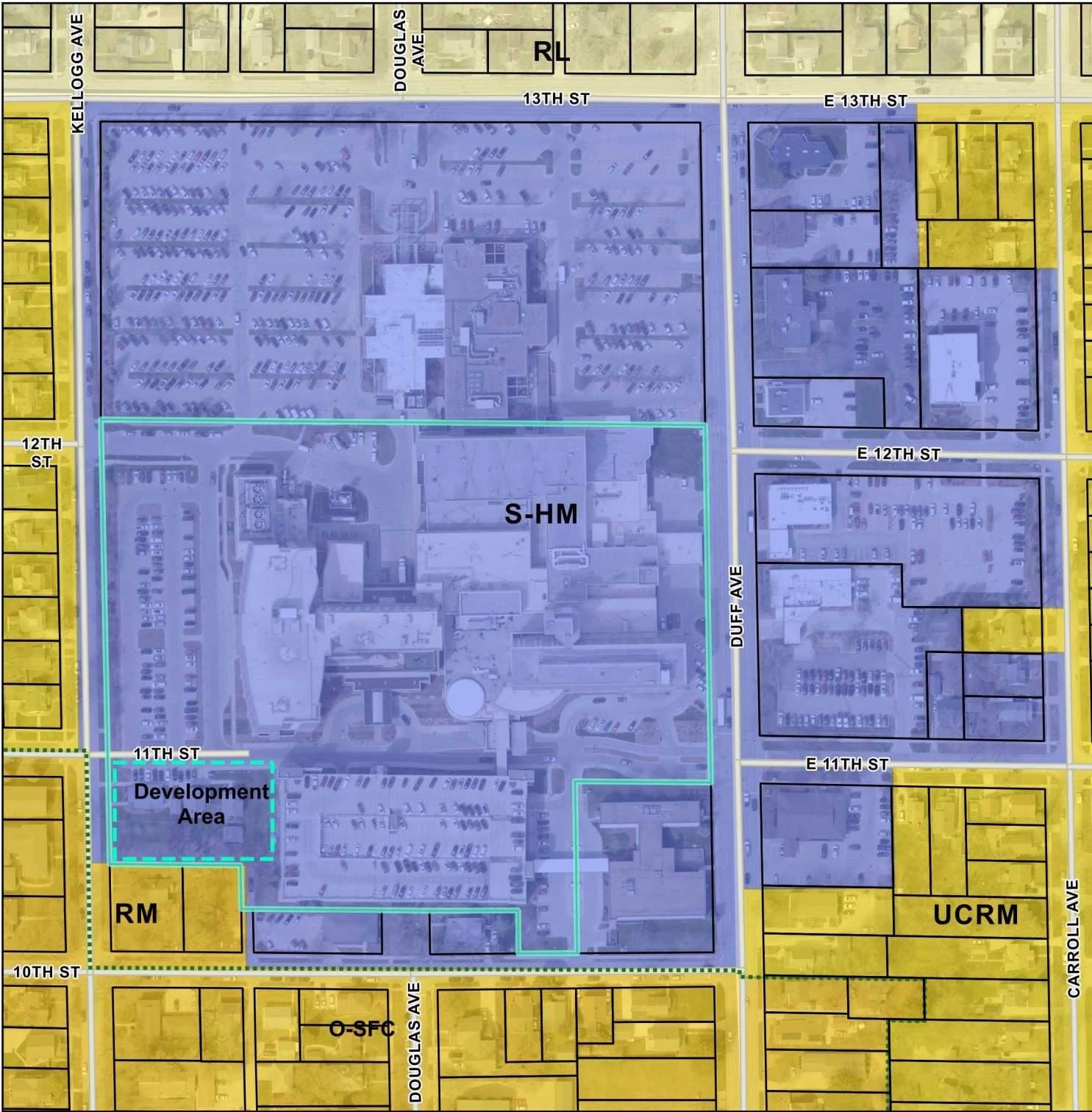






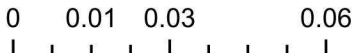
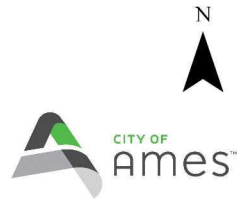


Location and Zoning Map



Legend

- Subject Property
- Parcels
- Overlay Zones**
 - Single Family Conservation Overlay "O-SFC" (sec 29.1101) (1)
- Residential**
 - Residential Low Density Zone "RL" (sec 29.701)
 - Residential Medium Density Zone "RM" (sec 29.702)
 - Urban Core Residential Medium Density Zone "UCRM" (sec 29.703)
 - Hospital-Medical District "S-HM" (sec 29.1001)
- Special Purpose**
 - Hospital-Medical District "S-HM" (sec 29.1001)





To: Mayor and City Council
From: Nolan Sagan, Sustainability Coordinator
Date: July 22, 2025
Subject: FY 2024/25 Climate Action Plan Update

Since the Climate Action Plan was accepted by City Council in June 2023, staff has worked diligently towards the goals set out in the plan. This includes major greenhouse gas reductions in six focus areas, or big moves. **Milestones leading to this point include:**

- July 2010 - The City contracts with Iowa State University for 25% of ISU's Director of Sustainability's time. (This contract was terminated once the City hired the first full-time Sustainability Coordinator)
- August 2020 - The City completes its first community-wide greenhouse gas inventory
- June 2023 - The Climate Action Plan is accepted by City Council
- January 2024 - Staff issued a report outlining seven initial action steps from the Climate Action Plan
- July 2024 - The City adds a new full-time Sustainability Coordinator position.

The attached presentation, to be delivered on July 22, will focus on the Climate Action Plan and Six Big Moves, including progress made to date and goals for the next year.

ATTACHMENT(S):

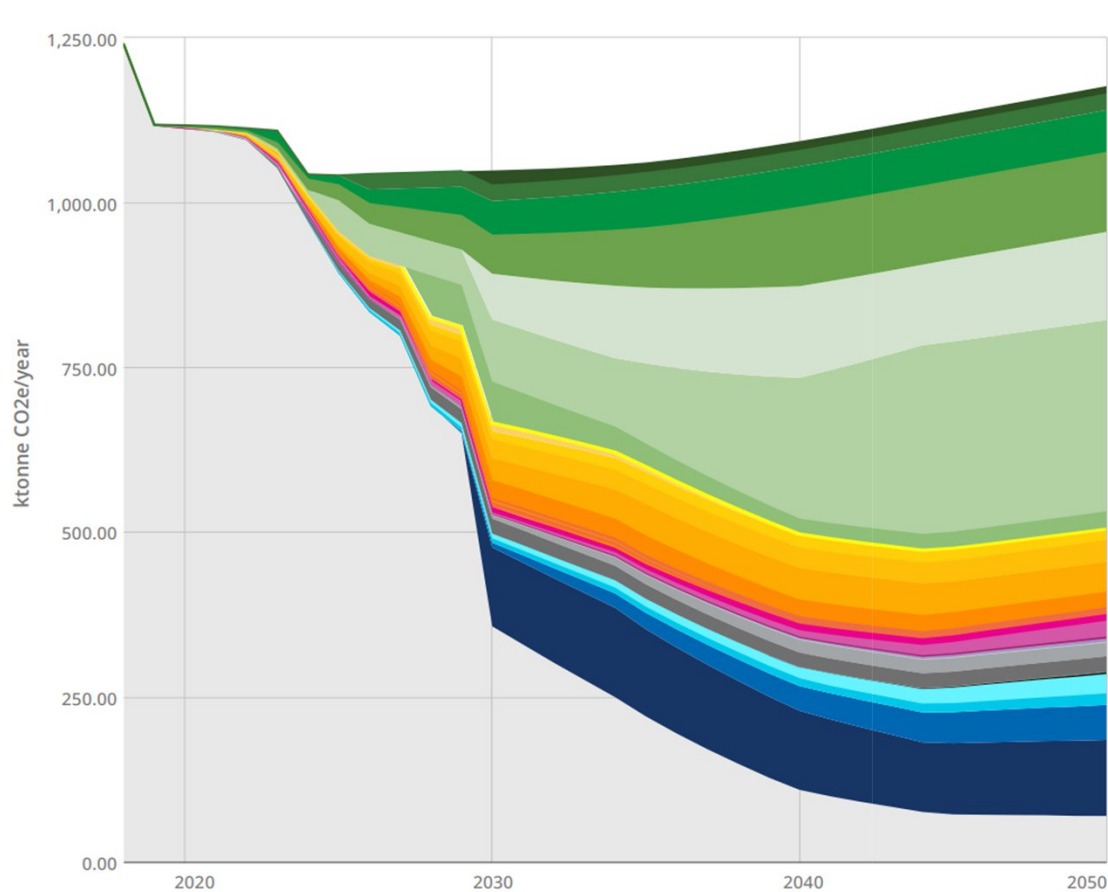
[FY 2024-25 Climate Action Plan Update.pptx](#)



FY 2024/25 Climate Action Plan Update

July 22, 2025

Climate Action Plan



Actions	BIG MOVE
<ul style="list-style-type: none"> 1.1 Renewable natural gas for district energy 1.2 Wind generation 1.3 Electric boilers for district energy 1.4 Solar PV on roofs 1.5 Decarbonisation of the MISO grid 1.6 Ground mount solar 1.7 Renewable natural gas in buildings 	1. Renewable energy generation
<ul style="list-style-type: none"> 2.1 Electrification of industrial processes 2.2 Retrofit of municipal buildings 2.3 High efficiency hot water in retrofit of homes 2.4 Enhanced industrial efficiency 2.5 Retrofits of homes 2.6 Retrofits of non-residential buildings 2.7 High efficiency hot water in retrofits of non-residential buildings 2.8 Heat pumps in non-residential retrofits 2.9 Heat pumps in residential retrofits 	2. Building retrofits program
<ul style="list-style-type: none"> 3.1 Heat pumps in new non-residential buildings 3.2 High performance new homes 3.3 High performance new non-residential buildings 3.4 Hot water heat pumps in new non-residential buildings 3.5 High performance new municipal buildings 3.6 Heat pumps in new homes 	3. Net zero new construction
<ul style="list-style-type: none"> 4.1 Electrify the municipal fleet 4.2 Electrify personal vehicles 4.3 Electrify commercial vehicles 4.4 Electrify transit 4.5 Net zero aviation fuels for local flights 	4. Reduce vehicle emissions
<ul style="list-style-type: none"> 5.1 Increased walking and cycling 5.2 Reduced driving 	5. Increase active transportation and transit use
<ul style="list-style-type: none"> 6.1 Increased waste diversion 6.2 New waste to energy facility 	6. Reduce waste emissions

6 Big Moves
31 Strategies

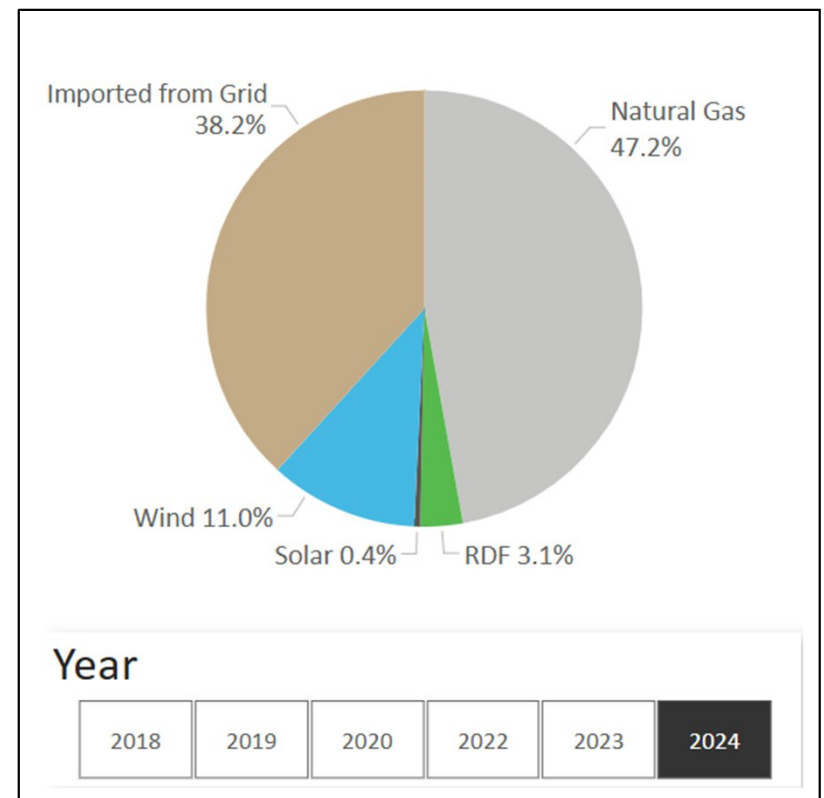


1. Renewable Energy Generation

- Progress

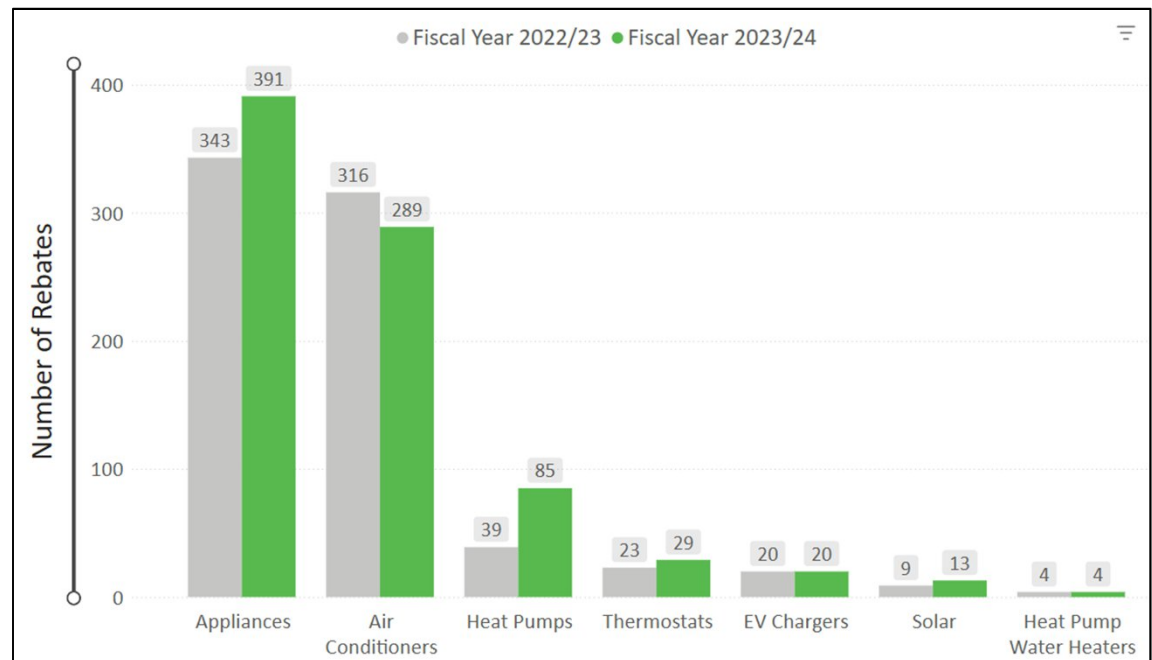
2023	AMES	Iowa	National
% Renewable	15%	60%	16%
% Coal	0%	24%	16%

- Enhanced solar rebates
 - SunSmart community solar
- Looking ahead
 - Investments in new renewable and thermal generation



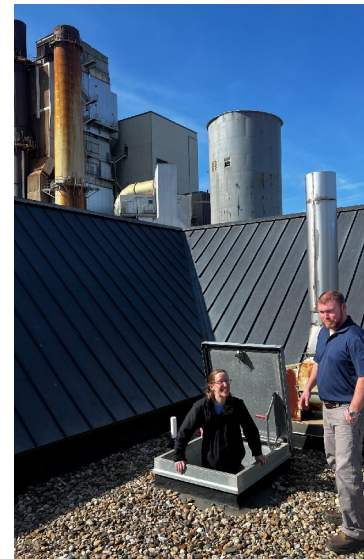
2. Building Retrofits

- Progress
 - Smart Energy rebates for Electric customers
- Looking ahead
 - Pay As You Save feasibility study is ongoing
 - Rural Energy Savings Program (RESP) application in July
 - Advanced metering, time-of-use rates
 - Green Iowa AmeriCorps
 - Energy audits & weatherization



Municipal Buildings

- Progress
 - Facility energy audits project
 - 16 buildings
 - Engineering analysis and energy efficiency recommendations
 - Solar and EV charging feasibility
- Looking ahead
 - Use energy audits to prioritize retrofit projects
 - Evaluate net-zero ready for all new municipal buildings – Fire Station #2 planning includes net-zero construction



3. Net Zero Ready New Construction

- Progress
 - Smart Energy Rebate - 9 new homes incentivized in 2024
 - Enhanced tax abatement program and builder incentive
- Looking ahead
 - Pilot project, in partnership with builder
 - Harrison Welbeck development

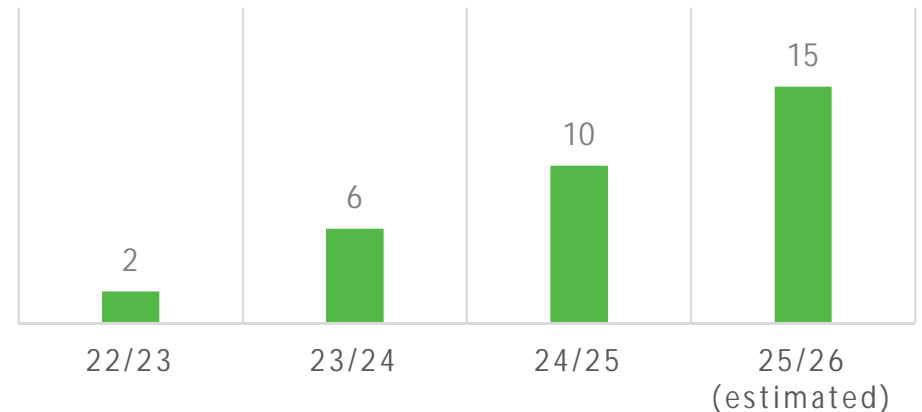


4. Reduce Vehicle Emissions

- Fleet
 - 10 fully electric vehicles
 - 19 hybrid electric vehicles
 - B100 program
 - 11 snowplow trucks, 5 CyRide buses
- EV Charging
 - 158 MWh delivered in 2024 by
 - Over half a million EV passenger miles
 - New EV charging stations at City Hall, Water Treatment, and WPC
 - Charging Smart program
 - Initial fleet electrification analysis
 - Multifamily EV charging

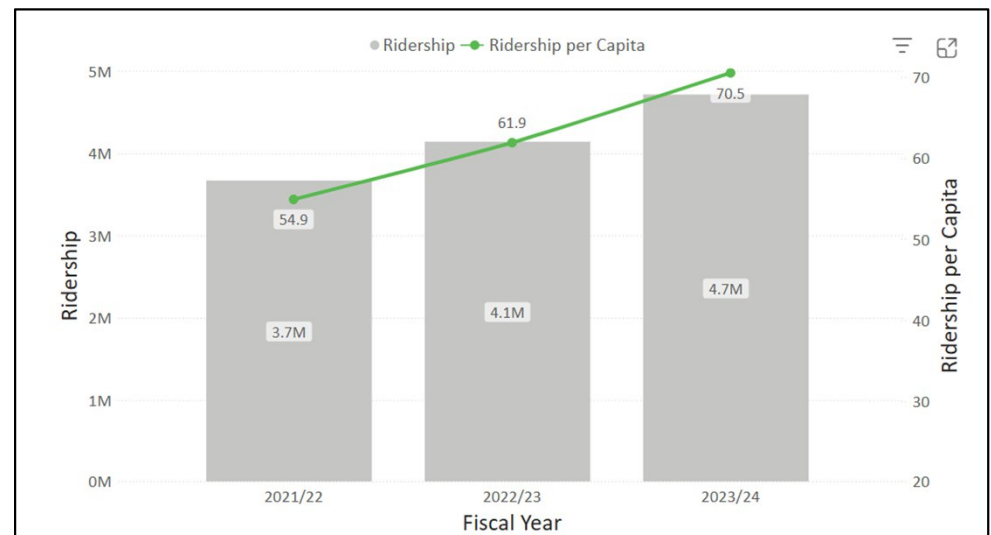


EVs in Municipal Fleet



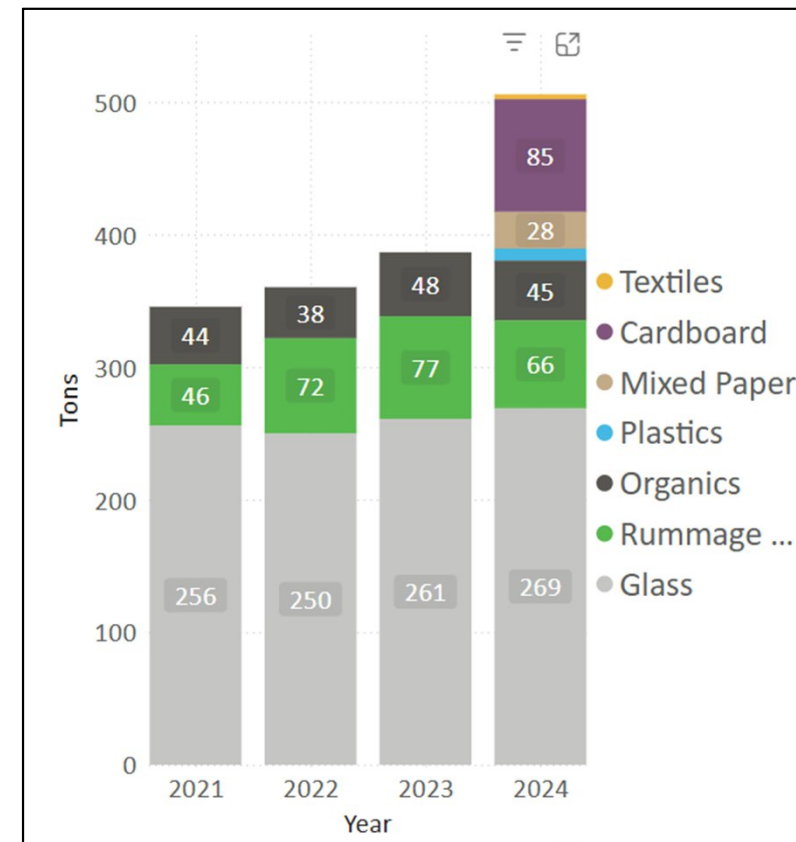
5. Active Transportation & Transit

- CyRide ridership continues to increase each year since 2020, and ridership per capita is among the highest in the nation.
- 86 miles of bike and pedestrian infrastructure
 - Over \$3 million planned investment in bike and pedestrian infrastructure over next 2 years
- Bicycle and Personal Transportation Device ordinance in progress
 - 250 responses to recent public survey



6. Reduce Waste Emissions

- Progress
 - Rummage Rampage – 433 tons diverted and \$285,000 raised over 8 years
 - Friday, July 25, to Saturday, Aug. 2
 - Drop-off recycling - 100+ tons of new recycling in 2024
- Looking ahead
 - Resource Recovery & Recycling Campus
 - Community curbside recycling
- National Picture
 - Current recycling rate: ~2%
 - US average diversion rate: 32%
 - ~75% of waste is recyclable/compostable



Grants & Funding Opportunities

City of Ames Climate Action Grants

- Community Grants - Approximately \$40,000 awarded to five grant projects
- Youth mini-grants - Six \$500 youth mini-grants awarded
 - Education and outreach on the 10-Year Pollinator Plan, single-use plastic waste in scientific labs, gardening, and food security

Federal Funding Opportunities

- EPA Community Change
- EPA Solid Waste Infrastructure for Recycling (SWIFR)
- Climate Smart Communities Initiative
- USDA Rural Energy Savings Program (RESP)

Spring 2025 Community Climate Action Grants

ACTORS	Rooftop solar panels
Green Hills Community	On-site composting
Prairie Flower Children's Center	Composting and garden beds
Seeds of Sustainability	Repair Café tools and bike repair station near downtown
UCC	Heat pump and outreach events




Education & Outreach

- New and improved web pages
- Heat Pump and Solar Farm open house events
- 25 speaking and tabling events
- Sustainable Ames Newsletter, with over 1,000 subscribers
- Collaboration with the Communications and Outreach team
- Resilient Iowa Communities Recognition award
- Rummage RAMPage



**SUSTAINABLE
AMES**
newsletter







**heat pumps
OPEN HOUSE**

Join heating and cooling experts for an open house at the Ames Public Library. This event will provide participants the opportunity to ask questions and get information about energy-efficient heat pumps.

WHEN Tuesday, Nov. 19, 4-6 p.m.

WHERE Ames Public Library
Danfoss Room
515 Douglas Ave.

Ames Electric Services, 502 Carroll Ave.
515.239.5170
www.CityOfAmes.org/SmartEnergy



**solar farm
OPEN HOUSE**

SHEEP MOW, BEES GROW, SOLAR GLOWS



Come explore the solar field, learn about solar energy, and meet the sheep and bees that thrive on the site's native habitat. Refreshments available. Experts will be there to answer questions about community solar or installing solar on your home.

WHEN: 4 to 6 p.m.
Wednesday, June 18

WHERE: 623 Airport Road
west of Sam's Club



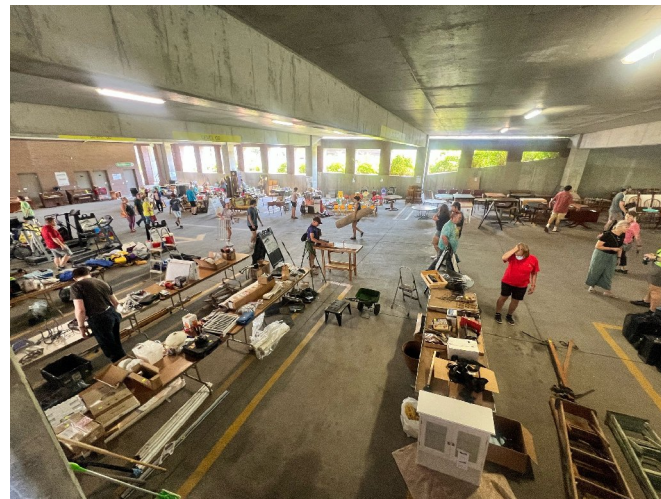

Ames Electric Services, 502 Carroll Ave. • 515.239.5170 • www.CityOfAmes.org/SmartEnergy



Looking ahead

Goals for 2025-2026

- Continue to explore Pay As You Save
- Pilot high-performance, net-zero housing
- Second round of community climate grants in October 2025
- Launch Green Iowa AmeriCorps weatherization program
- Coordinate Smart Business Challenge restructuring
- Leverage municipal energy audits to plan and complete retrofit projects
- Methodically plan and implement fleet EV transition



COUNCIL ACTION FORM

SUBJECT: **ENGINEERING SERVICES FOR RECIPROCATING INTERNAL
COMBUSTION ENGINE (RICE) ELECTRIC GENERATION FACILITY**

BACKGROUND:

The City's Electric Utility is in the midst of dynamic changes. The primary fuels used in the City's Power Plant ten years ago (coal and refuse derived fuel) are different from those used today (natural gas and refuse derived fuel), and those anticipated to be used in 2027 (natural gas alone). Increasing demand for electric vehicles and other devices has changed how metering infrastructure and rates are used to manage growth in load. Extreme weather events (e.g., the 2020 derecho) and infrastructure investments by neighboring utilities have presented the need and opportunity for additional electric transmission capabilities. Finally, the City's Climate Action Plan has called for significant changes in how energy is produced to serve Ames customers' needs.

In light of these dynamics and considering the infrastructure currently in place to meet the Utility's needs, staff presented a "first-look" of its long-range plan to Council on December 17, 2024. This was followed up with an aggressive 5-year Capital Improvements Plan for the Electric Utility presented and approved by Council earlier this year on June 17, 2025. At this meeting, staff presented the results of studies that were performed by Electric staff and engineering consultants, in the areas of Unit Health Assessment, Generation Alternatives, and Generation Optimization. These studies helped determine the expected remaining life of Unit 7 and Unit 8 as well as determine the best technology to replace Unit 7, provide additional capacity for today's load growth, and eventually replace Unit 8.

On May 1, 2025, staff issued a Request for Proposals (RFP) to hire an engineering firm to serve as the Utility's consultant to design a generation plant to meet the short and long-term capacity obligations while also considering operational costs and characteristics. The RFP document was posted on AmesBids by the City's Purchasing division. On June 13, 2025, six proposals were received. Proposals were initially evaluated by an evaluation team of City staff based on the the five criteria listed below (weights of each category in parentheses):

1. Experience and qualifications of personnel (35%)
2. Capability of providing the requested services (25%)
3. Proposed schedule and timeline (15%)
4. Thoroughness of the proposal (10%)
5. Cost (15%)

The total points awarded in each category to the firms by the evaluation team are shown in Table 1 below. **The evaluation team scored the proposals on the four qualitative factors only (1-4 from the list above) and did not have access to the cost proposal. The cost was separately scored by Purchasing staff, who did not participate in the scoring on the qualitative factors.**

Table 1. Initial Scores

FIRM	EXP & QUAL	CAPABILITY	PROPOSED SCHEDULE	THOROUGHNESS	COST (Scored By Purchasing)	TOTAL POINTS
Sargent & Lundy Chicago, IL	133	85	45	32	23	318
HDR Engineering Omaha, NE	105	75	45	32	30	287
DGR Engineering Rock Rapids, IA	77	60	36	22	43	238
Olsson Lincoln, NE	63	50	36	20	60	229
Zachry Engineering San Antonio, TX	77	50	33	28	40	228
KCL Engineering Iowa City, IA	56	40	36	24	44	200

The firms proposed a considerable range for the estimated hours of work and the overall cost. Table 2, below, reflects the points and ranking from the evaluation process and the estimated hours and costs.

Table 2. Cost and Hours Detail

FIRM	TOTAL POINTS	RANK	COST	HOURS
Sargent & Lundy Chicago, IL	318	1	\$6,885,000	37,790
HDR Engineering, Inc. Omaha, NE	287	2	\$5,250,000	28,101
DGR Engineering Rock Rapids, IA	238	3	\$3,899,602	37,928
Olsson Lincoln, NE	229	4	\$3,586,000	10,730
Zachry Engineering Corporation San Antonio, TX	228	5	\$3,485,000	15,982
KCL Engineering Iowa City, IA	200	6	\$2,593,345	9,620

The two highest ranked firms were invited to make presentations to the evaluation team. The presentations were evaluated on:

1. Experience (30%)
2. Understanding of the permitting process (20%)
3. Understanding of Ames and our unique needs (20%)
4. The firm's demonstrated approach to meeting the scope of services (20%)
5. The firm's ability to draft specifications that are inviting to contractors (10%)

The scores of the evaluation team for each of these evaluation categories are outlined in Table 3, below:

Table 3. Presentation Scores

FIRM	EXP	PERMITTING	UNDERSTANDING	APPROACH	SPECS	PRESENTATION POINTS
Sargent & Lundy Chicago, IL	144	88	68	92	40	432
HDR Engineering, Inc. Omaha, NE	108	84	84	76	38	390

The points from the initial scoring of the proposals were added to the presentation points to determine the final rankings as shown in Table 4, below:

Table 4. Final Points and Rankings

FIRM	TOTAL FINAL POINTS	FINAL RANKING
Sargent & Lundy Chicago, IL	750	1
HDR Engineering, Inc. Omaha, NE	677	2

After evaluating the proposals, staff determined that the proposal from Sargent & Lundy LLC, Chicago, Illinois is most acceptable. The experience and qualifications of the personnel, along with the significant number of similar projects completed by the firm, best fit the needs of the City. Sargent & Lundy has considerable experience with RICE engines, which sets it apart from other engineering firms for this project. The firm emphasized a thorough approach to the project, including internal checks and balances to ensure that the individual project components align with the overall project objectives. The description of this approach was particularly impressive to the evaluation team.

Because of the more thorough approach to the design work, Sargent & Lundy assumed a greater number of staff hours would be involved in completing the scope. Based on the submitted rates and hours, the estimated cost for the Sargent & Lundy contract is \$6,885,000. It is important to note that the actual amount of the contract awarded to Sargent & Lundy will be billed on a time and materials basis with a cost-not-to-exceed \$6,885,000. It is important to note that invoices will only be paid according to the rates provided, for actual time spent.

The majority of this contract will be expended in FY 2025/26 as design and engineering is performed. There is currently a balance of \$3,050,000 available in the current fiscal year for this project, consisting of \$2,000,000 from the adopted FY 2025/26 budget and \$1,050,000 in project savings in FY 2024/25, which will be carried over into FY 2025/26. In addition, the adopted 2025-2030 CIP reflects \$7,000,000 in FY 2026/27. This amount is earmarked for building/infrastructure, and staff will draft the 2026-2031 CIP to reflect the portion of this funding that is used for engineering.

It is intended to cover these costs from the available balance in the Electric Fund (currently >\$50,000,000), and reimburse the Fund when bonds are issued for the entire generation project in FY 2026/27.

The City Council has previously discussed with staff two key components related to this project, which will be covered in further detail during the staff presentation on July 22. These are: 1) the financing of the project and its impact on utility rates, and 2) the location where the future generation will be sited and the feasibility and cost impacts of an alternative location. A presentation will be attached to this report before the close of business on Monday, July 21, which will include discussion of these topics.

ALTERNATIVES:

1. Award a contract to Sargent & Lundy LLC, Chicago, Illinois, for Engineering Services for Reciprocating Internal Combustion Engine (RICE) Electric Generation Facility, in the amount not-to-exceed \$6,885,000.
2. Award a contract to another firm.
3. Reject all proposals.

CITY MANAGER'S RECOMMENDED ACTION:

The last time Electric Services expanded its baseload generation capacity was in the 1980s. Customer demands have grown, and generation infrastructure has aged since then. Staff has extensively studied the needs, the life assessment of the existing generation, the power production technologies available, and the financial requirements to afford the additions. It is time to add new generation resources to meet utility requirements.

Obtaining Engineering services from a consultant with extensive RICE plant experience and capability is crucial for the Electric Services Department to ensure success in building a generation plant that meets the short- and long-term capacity obligations currently facing the utility. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No.1 as stated above.

Staff Report

SHARED USE PATH SYSTEM EXPANSION PROGRAM UPDATE

July 22, 2025

BACKGROUND:

At its July 9, 2024 meeting, City Council directed staff to provide an update on the proposed connection of the loway Creek Trail. This trail is located on the north bank of loway Creek and currently terminates at a privately-owned well access road approximately one half-mile east of South Duff Avenue. The loway Creek Trail was constructed so that it could be extended further east when property rights were acquired.

While preliminary plans were developed as far back as 2010 to construct a trail alignment along the west side of the Skunk River between E. 13th Street and the Hunziker Youth Sports Complex, the project was not fully completed due to the City's inability to secure voluntary easements from all property owners. Ultimately, the segment between E. Lincoln Way & SE 16th Street was removed and the Skunk River Trail was constructed, leaving a gap in the trail network.

Following a staff transition in 2024, staff reengaged with the property owner to again attempt to secure property rights to close this gap in the network. Working with WHKS & Co., staff prepared updated exhibits that illustrated both the proposed trail easement and the extent of recent Skunk River bank erosion. **To create a mutually beneficial project, staff proposed combining the trail project with riverbank stabilization work that would directly benefit the property owner.**

The proposed river alignment map (attached) shows the details regarding this proposed work. This trail alignment is beneficial because the City intends to utilize the pedestrian bridge that was salvaged and has been stored since the construction of the Grand Avenue extension over loway Creek.

In December 2024, WHKS staked the proposed easement limits, and staff conducted an on-site meeting with the property owner. **Initial feedback was generally positive; however, no further progress was made in the following months as the property owner expressed reluctance to grant an easement or to sell the affected property.**

Staff has suggested to the property owner that an agreement, either in the form of an easement or acquisition of the necessary property to construct the trail, was an option to continue with the project. **As progress has stalled, staff has indicated to the property owner that the City's interest in armoring the banks of the Skunk River to minimize future bank erosion would be less of a priority if there is not a river trail alignment to protect in the area.**

Throughout discussions, the property owner emphasized that no distinction was made between farmable and non-farmable land when the family originally purchased the property.

Accordingly, the owner believes that any land within the river corridor should be compensated at the same value as cropland.

Staff consulted the Farmland Value Survey from the REALTORS Land Institute and Iowa State University Extension and Outreach, which shows that timber ground is valued at roughly 25% of high-quality cropland. No specific data exists for riverbank ground, but staff believes it would be similar to or less than timber value.

Staff has offered to obtain an appraisal of the necessary land acquisition; however, the property owner has continued to indicate that there is not an interest in selling regardless of valuation. It is important to note that if the property owner is unwilling to voluntarily grant rights for the trail to the City, Iowa Code does not allow for the use of eminent domain on agricultural land for the construction of a recreational trail.

Given the limited progress on the west side river alignment, staff is seeking Council direction as to whether to continue pursuing the Skunk River alignment or to shift focus to a potential alternate connection west of the river, near the City-owned well access road.

Considerations for Alternate Alignments

If the Skunk River alignment is not feasible, an alternate route adjacent to the well access road could be pursued. However, this option presents several challenges:

- The existing easement does not currently allow for shared use path access.
- Additional coordination with adjacent landowners would be necessary.
- The corridor is narrow and used for both farm and utility access, so widening or separation would be needed to accommodate trail users safely.
- A new pedestrian bridge would likely be required over Ioway Creek, as the existing bridge location is tied to the Skunk River alignment. This would also require a temporary easement during construction to perform Ioway Creek modifications.

Staff has prepared and attached a concept map outlining these alignment considerations.

Future Trail Network Context

This part of Ames lacks continuous trail connectivity; however, the planned South Dayton Shared Use Path Project, estimated for construction in 2026/27, will complete a significant loop between E. Lincoln Way and SE 16th Street in the southeast quadrant. This connection may reduce the urgency for the Skunk River alignment and allow time for future opportunities to emerge (e.g., renewed interest from the current landowner, changes in property ownership, or area redevelopment).

In parallel to Skunk River Trail efforts, staff is also working on a pedestrian bridge and trail connection over Ioway Creek at S. 4th Street. Recent cost estimates have escalated beyond the original \$760,000 budget. A single-span prefabricated bridge is now estimated at

\$860,000, with total project costs expected to reach \$1,500,000.

Local Option Sales Tax funds allocated to the Skunk River Trail have been identified as a potential source to cover the funding gap for this important 2026 construction project. **The potential for realignment or delay in the Skunk River trail corridor would open an opportunity to continue with additional trail and pedestrian projects, including the loway Creek at S. 4th Street project, that do not currently have impediments due to acquiring property rights.**

Additionally, the salvaged pedestrian bridge from the Grand Avenue extension that was planned for the river crossing on the Skunk River alignment could be utilized for another project. This project would be the crossing of loway Creek, north of the Applied Sciences Complex, west of Moore Memorial Park. Further evaluation would need to be completed to ensure this is feasible. However the span appears to be long enough to accomplish the crossing at this new location. This may help accelerate this trail connection as well.

OPTIONS:

Option 1:

Continue pursuing the west side Skunk River alignment, including a crossing of loway Creek using the City's existing pedestrian bridge. This would require securing either an easement or fee title acquisition from the current property owner. This is the option that has been sought since 2010 without meaningful progress towards obtaining an agreement. **There is not an estimate as to a timeframe, if at all, when an agreement may be finalized for the trail connection.**

Option 2:

Redirect efforts to the well access road alignment, which would involve coordination with multiple property owners, a modification of existing easements, potential purchase of additional adjacent property, and the purchase of a new pedestrian bridge due to the realignment of the crossing over loway Creek.

If Council selects this option, staff recommends also reallocating Skunk River Trail Local Option Sales Tax funds to fully fund the S. 4th Street pedestrian bridge project, ensuring its continued progress toward 2026 construction.

The Skunk River Trail connection remains programmed in the fifth year of the Capital Improvements Plan and can be reprioritized based on future property rights. Additionally, the salvaged bridge could be relocated to the Moore Memorial Park crossing.

Option 3:

Pause efforts to establish a trail connection in this area, allowing time for the South Dayton project to be completed. Staff would continue monitoring the situation for future opportunities (e.g., landowner interest or area redevelopment). The South Dayton Avenue connection between E. Lincoln Way and SE 16th Street in 2026/27 could serve as the network connection in the area.

If Council selects this option, staff recommends also reallocating Skunk River Trail Local Option Sales Tax funds to fully fund the S. 4th Street pedestrian bridge project, ensuring its

continued progress toward 2026 construction. The Skunk River Trail connection remains programmed in the fifth year of the Capital Improvements Plan and can be reprioritized based on future property rights. Additionally, the salvaged bridge could be relocated to the Moore Memorial Park crossing.

STAFF COMMENTS:

Staff believes all reasonable efforts have been made to establish a west side river alignment and that the direction forward is unlikely to change without a shift in ownership or interest. Accordingly, Option 2 offers the most viable route to achieving connectivity of the loway Creek Trail. Furthermore, Option 2 would allow for the continued development of other trail projects such as the S. 4th Street crossing, and loway Creek crossing near Moore Memorial Park, which are facing funding challenges due to inflationary pressures of raw materials for bridge construction.

Given the potential challenges with the well access road alignment, staff may initially focus on the loway Creek to SE 16th Street connection, pending the outcome of preliminary conversations with affected property owners.

Option 2 would not preclude the City from obtaining a trail alignment along the Skunk River corridor in the future if the opportunity arose.

ATTACHMENT(S):

[Proposed River Alignment Map.pdf](#)

[Well Access Road Alignment Notes.pdf](#)

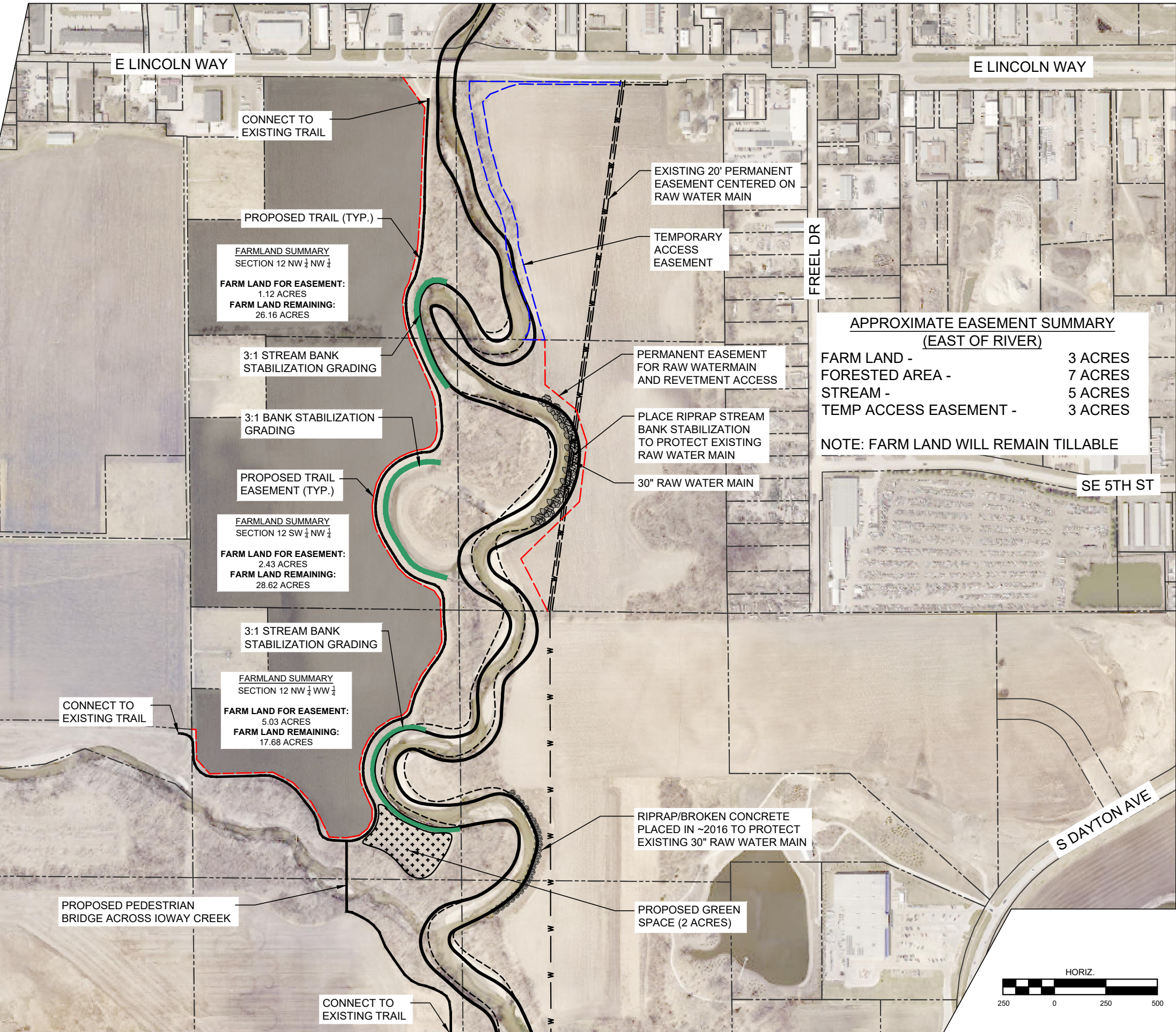
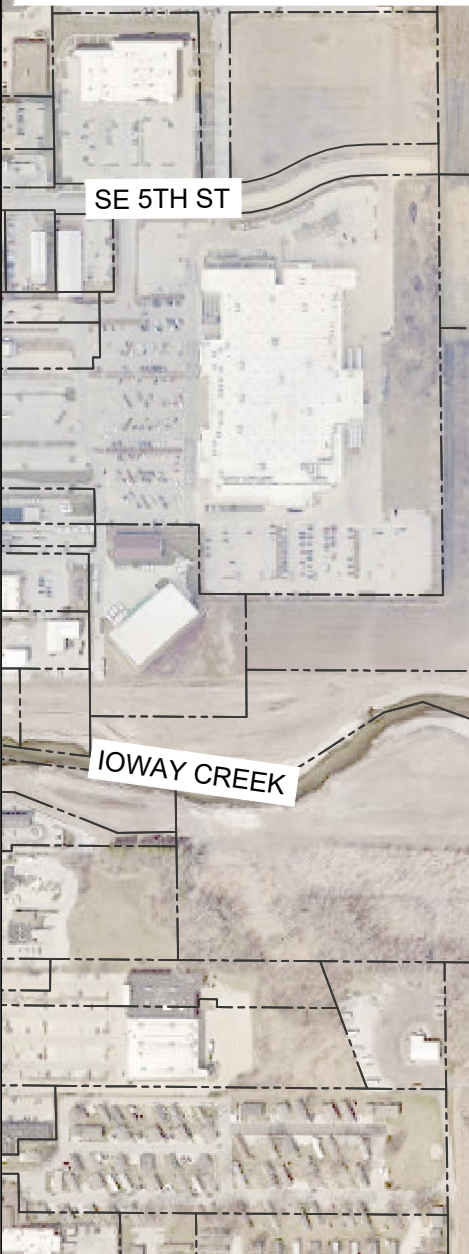
[Referenced Locations Map.pdf](#)

2030 PROJECTED LOCATION

- LEGEND
- PROPERTY LINE
 - BANK GRADING
 - PROPOSED PERMANENT EASEMENT
 - PROPOSED TEMPORARY EASEMENT
 - 2030 PROJECTED RIVER BANKS
 - RIVER BANKS 2023

APPROXIMATE EASEMENT SUMMARY (WEST OF RIVER)

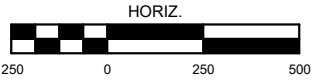
FARM LAND -	9 ACRES
FORESTED AREA -	17 ACRES
STREAM -	6 ACRES



APPROXIMATE EASEMENT SUMMARY (EAST OF RIVER)

FARM LAND -	3 ACRES
FORESTED AREA -	7 ACRES
STREAM -	5 ACRES
TEMP ACCESS EASEMENT -	3 ACRES

NOTE: FARM LAND WILL REMAIN TILLABLE




REVISIONS	
No.	

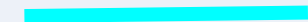
2030 PROJECTED STREAM CHANNEL OVERVIEW
SCHULTE TRAIL EASEMENT ASSISTANCE
AMES, IA

SCALE:	AS SHOWN
PROJECT NO.	10141
DRAWN BY:	JRD
CHECKED BY:	DT
SHEET	

Well Access Road Alignment Map

Legend:

 Potential Alignment from loway Creek Trail to E. Lincoln Way

 Potential Alignment from loway Creek Trail to SE 16th Street

Multiple Alignments possible.

Stabilization required for raw water line.

End of Dedicated City Property. Beginning of Easement.

Permanent Raw Water Line Easement

Existing loway Creek Trail dead-end.

New Pedestrian Bridge Location. Would require a new bridge due to longer span.

Creek work to remove some trees and impediments to creek flow. Temporary Easement needed



Moore Park
Crossing
Location

Stange Road

20th Street



E. 13th Street

Lincoln Way

University Blvd

Loway Creek

Grand Ave

E. Lincoln Way

S. Dayton Path
Project Location

S. 4th Street
Bridge/Path Project
Location

S. Duff Ave

S. 16th Street

COUNCIL ACTION FORM

SUBJECT: **ANIMAL SHELTER FACILITY PROJECT**

BACKGROUND:

The City's Animal Shelter, located at 325 Billy Sunday Road, is in need of replacement. The existing facility is undersized and experiences challenges related to weatherization, mechanical equipment, and other aging systems. City staff has been working through the planning stages to develop a new animal shelter facility for the past several years.

In November 2024, staff became aware that the property at 2715 Dayton Ave, which recently housed Eagle's Loft daycare, was for sale. The City Council obtained an option to purchase the property following an assessment of the potential to renovate it into a new animal shelter.

On December 26, 2024, the City Council approved an agreement not to exceed \$66,360 with INVISION Architecture LTD (INVISION), Des Moines, Iowa, to analyze the existing conditions and needs and identify future requirements for a modern animal shelter facility. Following that evaluation, INVISION was to provide the City a conceptual design and a preliminary cost estimate that would be approved as a change order.

After receiving the conceptual design report, on February 18, 2025, City Council approved the purchase of 2715 Dayton Avenue in the amount of \$1.1 million. At that same meeting, staff notified City Council that an anonymous lead donation of \$3 million had been obtained.

Staff solicited a proposal from INVISION to proceed with the remaining design steps in the project. These include completion of schematic design, design development, and construction documents, bidding phase and construction administration. **INVISION has submitted a fee for \$588,000 for these services.** INVISION's fee also includes developing specifications for fixtures, furniture and equipment (FF&E), including items such as kennels and surgical equipment. These specifications can then be used by the City to bid items separately.

A change order to INVISION's initial contract has been prepared to incorporate this additional work. The proposed change order utilizes standardized design contract documents produced by the American Institute of Architects (AIA), with amendments negotiated between INVISION and City staff. The contract incorporates references to best practices outlined by the American Society of Veterinarians (ASV) Guidelines for Sheltering, and the need to meet the requirements for Animal Welfare of the Iowa Department of Agriculture and Land Stewardship (IDALS).

In addition, the contract outlines the City's interest in reducing greenhouse gas emissions. The architect will evaluate and present options to incorporate geothermal heating and cooling, ensuring that the building is ready to install future solar panels, LED lighting, variable frequency drives for pumps, and a heat recovery system. Additionally, the building design contains elements to address acoustics (particularly important for the dog kennel area) and keyless entry systems compatible with the City's existing equipment.

Moving forward with this change order will allow for schematic drawings to be completed. These drawings will be a helpful visual aid for the fundraising campaign to utilize in soliciting donations for individual elements within the project. Proceeding with the change order will also allow the project to move towards bidding and construction this winter.

The fee will also cover the cost of designing add-alternates valued at up to an additional \$1 million to include in the bid package. These alternates could be exercised if fundraising exceeds its goals or if there are favorable bids. If the alternates cannot be awarded at the time of bidding, the design work could be referenced in the future for later expansion or improvements as the community grows.

The project budget contains a combination of City funds and donations for private individuals. The budget is shown in the following table:

EXPENSES		FUNDING SOURCES	
Previous Site Investigation	\$ 4,075		
2715 Dayton Purchase Option	5,000		
Land Acquisition	1,100,000		
Conceptual Design	66,360		
Change Order No. 1 (Detailed Design/Construction Specs)	588,000		
Construction/Renovation (including FF&E/Permits)	5,401,565		
Contingency (10%)	250,000		
3rd Party Testing/Geotechnical	40,000		
		FY 2023/24 General Fund Savings	\$ 100,000
		Council Priorities Capital Fund	2,855,000

		Lead Donation	3,000,000
		Donation Campaign	1,500,000
TOTALS	\$ 7,455,000		\$ 7,455,000

ALTERNATIVES:

1. Approve Change Order No. 1 to INVISION Architecture, LLC, Des Moines, Iowa for Architectural and Engineering Services for the Ames Animal Shelter Facility Project in an amount not-to exceed \$588,000.
2. Do not approve Change Order No. 1 for the Ames Animal Shelter and direct staff to solicit proposals for the next phases of the Animal Shelter Relocation Project design process.
3. Refer this item back to staff for further information.

CITY MANAGER'S RECOMMENDED ACTION:

Architectural and Engineering Services are required to develop the Animal Shelter Relocation project, support fundraising, and prepare construction documents for bid. INVISION has successfully developed the conceptual design for the facility and understands the City's interests in the development of a completed project. The firm is reputable and has performed similar work for comparable communities in the past. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1 as described above.

ATTACHMENT(S):

[B101-2017 - Working Draft - Animal Shelter.pdf](#)

DRAFT AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « 22nd » day of « July » in the year « 2025 »
(In words, indicate day, month and year.)

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

« City of Ames, Iowa » « »
« 515 Clark Avenue, PO Box 811 »
« Ames, IA 50010 »
« »

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

« INVISION Architecture, LLC » « »
« 900 Mulberry Street »
« Des Moines, IA 50309 »
« »

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

« City of Ames, Ames Animal Shelter Facility »
« 2715 Dayton Road »
« Ames, IA 50010 »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

«Design of a remodel of the existing building that is specifically designed to serve as an animal shelter. The design will be based on the metrics relevant to the City of Ames. INVISION will produce floor plans, elevations, cost estimates and timelines for all necessary work to design, construct and equip the new facility, including but not limited to permitting, site work, utilities, building construction, equipment and furnishing, and any necessary improvements. The Consultant shall use Guidelines for Standards of Care in Animal Shelters (December 2022 edition) from the Association of Shelter Veterinarians (ASV) as necessary. The Consultant shall also follow the requirements outlined in the Iowa Department of Agriculture and Land Stewardship's (IDALS) Chapter 67 "Animal Welfare" which mandate aspects of the shelter's design and animal care considerations. No element of the design shall fail to meet the minimum requirements of this chapter, as these are required for licensing as a shelter with the State of Iowa.

»

§ 1.1.2 The Project's physical characteristics:

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

«The new Animal Shelter Facility includes renovating an existing building on a site located at 2715 Dayton Road, Ames, Iowa. The renovations include site improvements to support the building for the use, feline space and

support areas within the existing building and canine spaces with a building addition. The building's overall structural and exterior shell is planned to be maintained with the existing interior walls to be removed and the space reorganized to meet the programmatic need of the animal shelter. The building has access to City provided water, sewer and electric utilities. No geotechnical reports or survey have been completed on the site.»

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

«\$5,691,565.00 including FF&E, design and 3rd party testing costs. The architect will provide alternatives and options to bring the estimated construction budget to \$6,691,565 to take advantage of potential additional fundraising, future planning and to take advantage of favorable bids. Add Alternates will be used in the bid documents to allow additional items to be added to the project if the base bid comes in below budget.»

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

.1 Design phase milestone dates, if any:

«22 weeks to complete design and documentation for the project»

.2 Construction commencement date:

«To be determined.»

.3 Substantial Completion date or dates:

«To be determined. »

.4 Other milestone dates:

« »

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

«Competitive bid.»

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

« The Ames City Council has adopted a Climate Action Plan to reduce greenhouse gas emissions. Reducing greenhouse gas emissions with remodel should be taken into account during the development of the project. The project shall investigate the ability to install Photovoltaic solar panels on the existing building structure and new building addition. If feasible, electrical pathways will be installed to the proposed panel locations.
»

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

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

« City of Ames, Iowa»

«Corey Mellies»
«Fleet & Facilities Manager»
«2207 Edison Street»
«Ames, IA 50010»
«corey.mellies@cityofames.org»
«515-239-5521»

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

«Geoff Huff, Police Chief, 515 Clark Avenue, Ames, Iowa 50010, geoff.huff@cityofames.org, 515-239-5131»

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

.1 Geotechnical Engineer:

«Allender Butzke Engineers Inc.»« »
«3660 109th Street»
«Urbandale, IA 50322»
« Seth Hanson
"Seth Hansen" <hansen@abengineers.com> »
«515-252-1885»

.2 Civil Engineer:

«»« »
«»
«»
«»
«»

.3 Other, if any:

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

«Land Surveyor to be determined»

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

«INVISION Architecture, LLC»
«Brett VanZee, Principal»
«900 Mulberry Street»
«Des Moines, IA 50309»
«brettv@invisionarch.com»
«515-657-4724»

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«KPF Consulting Engineers»« »
«Equitable Building, 604 Locust St, #202»
«Des Moines, IA 50309»

« brad.stork@kpff.com »
«515-279-3900»

.2 Mechanical Engineer:

Design Learned, Inc. (DLI) LLC»
«112 Main Street »
« Norwich, CT 06360 »
« scottlearned@designlearned.com »
«860-889-7078 »
« »

.3 Electrical Engineer:

« Design Learned, Inc. (DLI) LLC»
«112 Main Street »
« Norwich, CT 06360 »
« scottlearned@designlearned.com »
«860-889-7078 »
« »

.4 Civil Engineer:

Snyder & Associates
2727 SW Snyder Blvd
Ankeny, IA 50023
jledden@snyder-associates.com
515-964-7938

.5 Landscape Architect

Snyder & Associates
2727 SW Snyder Blvd
Ankeny, IA 50023
jledden@snyder-associates.com
515-964-7938

.6 Cost Consultant:

Stecker-Harmsen Inc.
510 S 17th Street, Suite 110
Ames, IA 50010
lharmesen@stecker-harmsen.com
515-232-4638

§ 1.1.11.2 Consultants retained under Supplemental Services:

«N/A»

§ 1.1.12 Other Initial Information on which the Agreement is based:

«N/A»

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust

the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than «two million dollars» (\$ «\$2,000,000.00») for each occurrence and «two million dollars» (\$ «\$2,000,000.00») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «one million dollars» (\$ «\$1,000,000.00») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.5.4 Workers' Compensation and Employers Liability at statutory limits as required by the laws of the State of Iowa.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «two million dollars» (\$ «\$2,000,000.00») per claim and «five million dollars» (\$ «\$5,000,000.00») in the aggregate.

2.5.6.1 Architect shall maintain same policy limits for a period of three (3) years from the date of substantial completion of the project.

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review and preparation of estimates for the Cost of the Work, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project, including but not limited to City Council approvals when required. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities including, at no cost to the Owner, making changes to the documents in order to comply with the reviewing entities requirements and/or directives.

§ 3.1.6 The Architect shall be responsible for filing documents required for the design approval and securing of governmental authorities having jurisdiction over the Project.

§ 3.1.6.1 The Architect and their consultants shall assist the Owner in connection with filing all other documents except for site environmental and what is listed in 3.1.6 required for the approval of governmental authorities having jurisdiction over the Project, including site plan review, permit review, and assist the Owner with facility licensing if needed.

§ 3.1.7 The Owner acknowledges that the nature of the design process is such that the plans, specifications, and other documentation prepared by the Architect under this Agreement may require changes, corrections, and modifications during the construction process which may affect the Project schedule or increase the Cost of the Work. The Owner acknowledges that the production of construction documents will not be perfect but

that the Architect will use their professional experience and industry standards to create and manage the project from design through construction.

§ 3.1.8 The Owner and the Architect agree that reasonable funding for contingencies provided for in Sections 6.1 and 6.3 shall include funds to pay costs which may arise from or out of such changes, corrections, or modifications to the plans, specifications or other documentation prepared by the Architect, including, but not limited to, any cost associated with a change or changes in Project schedule.

§ 3.2 Schematic Design Phase Services (Scope of Work in Original Contract, modify Schematic Design in current scope of services)

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

§ 3.2.1.1 See Exhibit A for Additional Services to be provided as part of Schematic Design Phase Services

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

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

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

- .1 Progress review of Schematic Design Documents
 - .1 Architect and all of their Consultants shall meet in person as needed to review the documents and solicit Owner feedback.
 - .2 Schedule of meetings as mutually agreed to.

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

- .1 Schematic Design (Inventory and Programming):
 - a. Prepare existing conditions drawings of the project area to include utility locations.
 - b. Review and finalize with the City the building program for the new Animal Shelter Facility.
 - c. Study, evaluate, prioritize and present to the Owner for consideration detailed elements of the design, including:
 - i. Energy and operational efficiencies to include but not limited to
 - 1. Geothermal
 - 2. Solar Ready
 - 3. LED Lighting
 - 4. HVAC
 - 5. VFD's
 - 6. Heat Recovery System
 - ii. Space planning
 - iii. Building materials and systems
 - iv. Acoustics
 - v. Building Construction Sequencing in coordination

- vi. Codes and standards including ASV Guidelines for Standards of Care in Animal Shelters (December 2022 edition) and Iowa Department of Agriculture and Land Stewardship's (IDALS) Chapter 67 "Animal Welfare"
- vii. Keyless entry and security cameras utilizing current City vendors for these elements.
- viii. Development of FFE allowance
- d. Design for environmentally friendly access to the facility (i.e. bike racks, path connections, etc).
- e. The design must include an accessible and inclusive focus.

Final written approval by Owner of the schematic design phase is required prior to moving to Design Development. **§ 3.2.5.1** The Architect shall consider and evaluate sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. These shall be presented to the Owner for their consideration and selection of options, subject to staying with the maximum Cost of the Work, to be determined and set forth in 1.1.3. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

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

§ 3.3 Design Development Phase Services (Scope of Work in Original Contract, modify Design Development in current scope of services)

§ 3.3.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. Periodic review of Design Development with Owner includes:

- .1 Design Development:
 - .a Develop design plans.
 - .b Submit design to the City's Development Review Committee (DRC) for compliance with City code.
 - .c Reducing greenhouse gas emissions and lowering operational costs with HVAC options will be presented. The project shall also put in structural and electrical needs to support future solar for the building.
 - .d Provide the Owner with a proposed replacement plan for equipment and systems to include lifecycles and replacement costs.
 - .e Architect shall perform value engineering on the design prior to moving on the next phase.
- .2 Progress review of Design Development Documents
 - .a Architect and all of their Consultants shall meet in person as needed to review the documents and solicit Owner feedback.
 - .b Schedule of meetings as mutually agreed to.

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

§ 3.3.3 The Architect's Cost Consultant shall prepare an updated cost opinion. The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.4 See Exhibit A for Additional Services to be provided as part of Design Development.

§ 3.4 Construction Documents Phase Services

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

.1 The Architect shall periodically meet with the Owner to review the development of the Contract Documents. The Architect shall be present in person at all meetings; Consultants at a minimum of one (1) time in person and two (2) times virtually.

.2 At 60% completion of Construction Documents, the Architect shall update the cost opinion prepared.

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

.1 Architect shall represent the City, submit applications and attend meetings with regulatory agencies as needed to gain approval of the project including but not limited to the City of Ames Development Review Committee Meetings.

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

- .4 attend the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Bidding Documents shall permit substitutions, unless the Owner issues a written authorization establishing specific no substitution products. The Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction as modified by the City and incorporated herein by this reference as Exhibit B. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement, in writing.

§ 3.6.1.2 The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractor is made, and at the Owner's direction during the period correction of the Work described in the Contract for Construction. The Architect and their consultants as necessary shall furnish architectural services and consultations necessary to correct construction defects encountered during such correction period. The Architect shall assist the Owner in performing an on-site review of the Project during the 11th month after the date of Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction of the Work described in the Contract for Construction.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Such visits to the site shall be documented in writing on report forms acceptable to the Owner. Copies shall be issued to the Owner within seven (7) calendar days of each site visits. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with

information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct an on-site meeting with the Owner to review the facility operations and performance. This visit may coincide with the site visit required in subsection 3.6.1.2.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless

otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

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

§ 4.1.2 Description of Supplemental Services

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

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

«See Exhibit A for Description of Supplemental Services included as Basic Services.»

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

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

«Commissioning shall include mechanical and special equipment systems as determined by the Owner as being desirable.»

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement if approved in advance in writing by Owner without invalidating the Agreement. Any Additional Services must clearly establish the specific scope of services and itemized lump sum cost. Except for services required due to any negligent act, error or omission of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work (exclusive of the Owner agreeing to increase the budget due to cost opinions exceeding subparagraph 1.1.3, or procurement or delivery method;
- .2 After the Construction Document Phase is 100% complete for Services necessitated by the enactment or revision of codes, laws, or regulations, that were not in effort or officially adopted by authorities having jurisdiction or model codes not published, at the time that Construction Documents were 100% complete, including changing or editing previously prepared Instruments of Service;
- .3 After the Construction Documents Phase is 100% complete, for changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

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

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

§ 4.2.5 If the services covered by this Agreement have not been completed within «to be determined» («TBA») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as mutually agreed to between the Owner and Architect.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish the Owner's budget for the Project, at the completion of Design Development Phase which shall include (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner may update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. It is mutually agreed to by the Owner and Architect that the budget for the Cost of the Work set forth in subparagraph 1.1.3 (once established post Design Development Phase completion) is the maximum amount the Owner is able to invest in this project. If the Owner decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Architect will plan for a sufficient amount of time needed to seek City Council approval when required.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as

applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials and commissioning of mechanical, electrical, or building envelope as required by code and/or as deemed appropriate and beneficial to the operation of the Project.

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

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

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

§ 5.13 ~~Before executing the Contract for Construction, the Owner shall coordinate~~ The Architect shall provide the Owner the AIA contract for construction. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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

§ 6.3.1 The Architect is providing cost estimating services as part of Basic Services.

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

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

§ 6.6 If the Owner's budget for the Cost of the Work and as set forth in Article 1.1.3 is exceeded by the lowest bona fide bid, the Owner shall either:

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, if the parties mutually agree, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of

a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

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

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction (in Story County, Iowa)

☐ Other: (Specify)

« »

§ 8.2.5 The Architect or Owner, as appropriate, shall include a similar mediation and litigation (per Article 8.2.4) provision in all its agreements with contractors and consultants retained for the Project and shall require all contractors and consultants to also include similar mediation and litigation (per Article 8.2.4) provisions in all agreements with their subcontractors and sub-consultants so retained for the Project, thereby providing for mediation as the primary method of dispute resolution between parties to those agreements and litigation if disputes are not resolved by mediation.

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. When the Project is resumed, the Architect's compensation and schedule might be equitably adjusted, if mutually agreed, to provide for expenses incurred in the resumption of the Architect's services.

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to

termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs (exclusive of any consultant termination fees) attributable to the Architect's termination of consultant agreements.

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

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

.1 Termination Fee:

«\$0.00»

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

«\$0.00»

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

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

§ 9.10 The Owner and Architect's rights set forth in Article 9 are in addition to and without prejudice to their other rights and remedies provided by law.

§ 9.11 The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms or provide, shall specifically survive any such termination: Article 7, Article 8, Article 10 and Article 11.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Iowa with venue in the appropriate state and/or federal courts for Story County, Iowa.

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

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

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

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

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

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

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in Section 10.8. The fees under this agreement, all costs and all aspects of this Agreement and accompanying attachments are public records per Iowa Code Chapter 22.

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

«\$588,000.00 (for Schematic Design through Construction Services,
includes \$8,000 for reimbursable expenses. »

- .2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with
Section 11.6.

- .3 Other
(Describe the method of compensation)

« »

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

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «zero» percent («0»%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

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

Schematic Design Phase	«\$29,000 »	percent (« 5 »	%)
Design Development Phase	«\$174,000 »	percent (« 30 »	%)
Construction Documents Phase	« \$203,000 »	percent (« 35 »	%)
Procurement Phase	« \$29,000 »	percent (« 5 »	%)
Construction Phase	« \$145,000 »	percent (« 25 »	%)
Reimbursable Expenses	\$8,000.00			
Total Basic Compensation	\$588,000.00	percent (100	%)

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

«Exhibit C(provided in original contract)»

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence including that of the Architect and all of their Consultants;
- .2
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents of review sets, Excludes printing of Contractor bids sets;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner;
- .7 Renderings, physical models, mock-ups, and professional photography requested by the Owner or required for the Project;
- .8
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures if approved by Owner in writing, in advance of incurring expenses.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the actual out-of-pocket expenses incurred by the Architect and the Architect's consultants plus **«zero»** percent (**«0»** %) of the expenses incurred. Reimbursable Expenses shall not exceed \$8,000.00.

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of **«zero»** (\$ **«0»**) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **«sixty»** (**«60»**) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

«Per Chapter 535.2 of the Iowa Code»

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

«§ 12.1 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various subjective, discretionary and/or possibly contradictory interpretations. The Architects, therefore, will use its reasonable professional efforts and judgment consistent with the degree of skill and care ordinarily exercised by Architects currently practicing under similar circumstances to interpret applicable laws, rules, codes, ordinances, and regulations, including accessibility requirements in effect as of the date of the fully completed and ready to bid documents, and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project

§ 12.2 The Architect may specify certain materials for the Project that may contain substances that may be determined or are considered by some to pose a potential risk to the health and safety of humans, but that are not banned by governmental agencies having jurisdiction over the Project as of the time these products or materials were specified by the Architect. By signing the Agreement, Owner is hereby on notice that such materials may be determined to be hazardous or detrimental to the health and safety of humans, and which may be banned in the future, and the Owner agrees to hold the Architect harmless from any and all claims or damages resulting from or arising out of the specification of such products or materials.

§ 12.3 OWNERSHIP OF MATERIALS (In Original Contract)

All reports, documents, drawings, specifications, electronic data or other materials developed or discovered by the Architect, or any other person engaged directly or indirectly by the Architect to perform the services required hereunder shall be and remain the property of the City for the purpose constructing, using, maintaining, altering and adding to the project. The City shall not reuse documents prepared by the Architect for purposes that are not related

to the Project or make modifications to the documents prepared by the Architect without prior written authorization of the Architect, which shall not be reasonably withheld.

The Architect shall furnish to the City copies of all documents that were developed in the course of services for the City and for which compensation has been received by the INVISION.

§ 12.4 NON-COMPENSTATED SERVICES (In Original Contract)

12.4.1 If the cost opinion exceeds the budgeted Construction Cost set forth in Article 1.1.3 at the completion of ~~all~~ **any** phases of work, the City may choose to revise the project scope and/or quality as required to reduce the overall cost. If the City chooses to proceed in this manner, the Architect shall be responsible for all costs borne by the architect associated with modifying the design and related documents.

12.4.2 If the lowest responsive, responsible bid exceeds the budget construction cost or if value engineering can reduce the scope of the project to meet the budget, the City may choose to revise the project scope and/or quality as required to reduce the projected construction costs. If the City chooses to proceed in this manner, the Architect shall be responsible for all costs of modifying the design, all related documents, printing and reissuing bid documents as necessary to obtain new bids.

12.4.3 Services required to correct negligent errors, omissions, or deficiencies by the Architect or other Consultants that become apparent during construction and/or after completion of the project are the responsibility of the Architect. All costs associated with correcting negligent errors, omissions or deficiencies by the Architect and/or their Consultants shall be paid for by the Architect.

12.4.4 The accounting records of the Architect and its professional Consultants for this project shall distinguish those services from all other services provided on other projects performed for other Owners.

»

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral, with the exception of the City's Standard Professional Services Agreement, which is incorporated into this Agreement. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect as modified by the City.
- .2 Building Information Modeling Exhibit, if completed:

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

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

«i. Exhibit A Additional Scope of Services

ii. Exhibit B A201-2017, General Conditions of the Contract for Construction, as modified by the City,

iii. Exhibit C Standard Hourly Rate Schedule (provided in original contract)

If any contradiction between the Exhibits and the Agreement occurs, then the Agreement requirements shall supersede and prevail. »

- 4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

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

OWNER (Signature)

«John A. Haila»«Mayor »
(Printed name and title)

ARCHITECT (Signature)

«Brett VanZee»«Principal»
(Printed name, title, and license number, if required)

COUNCIL ACTION FORM

**SUBJECT: ANNEXATION OF IOWA STATE UNIVERSITY RESEARCH PARK
PROPERTY WITH ONE NON-CONSENTING PROPERTY**

BACKGROUND:

The Iowa State University Research Park (ISURP) seeks to annex land south of the current Research Park and the City's corporate limits on S 530th Avenue. ISURP owns four parcels totaling approximately 150 acres in this area. **However, the Research Park has submitted an annexation application for only one of the parcels. The remaining parcels may be annexed and developed in the future.**

On May 13, 2025, the City Council voted to initiate annexation of the ISURP parcel and a non-consenting parcel at 4140 S 530th Avenue to create more uniform city boundaries. Under Iowa Code, up to 20% of a voluntary annexation may consist of non-consenting properties (the "80/20 rule"). This is allowed to avoid creating islands or to create more uniform city boundaries.

An annexation area map, annexation plat, and a listing of parcels and ownership are attached. **The annexation area totals 40.04 gross acres, with 9% being non-consenting, as illustrated by Table 1 below:**

	Consenting (Property Gross Acreage)	Nonconsenting (Property Gross Acreage)
Acres	36.87	3.17
Percent of Annexation Area	91%	9%

Although leaving the non-consenting parcel out does not inhibit any planned future annexation, its inclusion does create a uniform boundary along S 530th Avenue because it is surrounded by the ISURP parcel on three sides. If the nonconsenting property is not included, its annexation would require voluntary annexation from the owner in the future as there is no other land in this area that abuts the site that is planned for annexation. Iowa State University controls the lands to the west of the property.

PLAN 2040 CONSISTENCY:

Ames Plan 2040, the City's comprehensive plan, designates the subject properties and adjoining properties as "Employment" (Emp.) and shows them as a future urban growth area for the City (see attached Future Land Use Map and Plan 2040 Excerpts).

The Employment designation is for industrial and large-scale employment uses, such as ISURP Applicable. Applicable zoning districts include the RI Research Park Innovation District and GI General Industrial District.

As part of the future rezoning of the property after annexation, a master plan will be required to address infrastructure needs and long-term planning for the area. The master plan will incorporate this site into the approved ISURP master plan and address the expected development of the remaining land. City water and sewer utilities exist within the current ISURP boundaries and can be extended by the applicant to serve the ISURP site. The ISURP would be required to buy out Xenia Rural Water service territory to allow for City water service, per the agreement terms between the City and Xenia. More information regarding infrastructure for the annexation area can be found in the Addendum.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission considered the request at a Public Hearing on June 18, 2025. No members of the public spoke at the hearing. Commission discussion focused on the non-consenting property in response to comment letter received from the Washington Township trustees (See attached). Staff described the uniform boundary that would be created and how utility services would be available in the future. Emergency response would be provided upon annexation.

The Commission voted 6-0 to recommend the City Council approve the 80/20 annexation by finding that the proposed annexation is consistent with the Ames Plan 2040 comprehensive plan and that the proposed annexation creates more uniform boundaries.

PUBLIC COMMENTS:

State Code allows for the Board of Supervisors to make a recommendation about annexation. On July 14, 2025, the Story County Board of Supervisors passed Resolution No. 26-11 supporting the proposed annexation.

The City received a letter (see Attachments) from the Washington Township Trustees urging that the City not approve an 80/20 annexation and to only annex the ISURP land as 100% voluntary. They do not believe the non-consenting parcel needs to be annexed at this time, and that its annexation will lower the tax base of Washington Township. Township tax base is not a component of the findings for approval of an annexation under state law.

The owner of the non-consenting property has spoken to staff and does not desire to be included within the annexation. No written comment has been provided.

ALTERNATIVES:

1. Approve the voluntary 80/20 annexation of two parcels and the abutting right-of-way south of the Iowa State University Research Park, totaling 40.04 gross acres, by finding that the proposed annexation is consistent with the Ames Plan 2040 comprehensive plan and that the proposed annexation territory creates more uniform boundaries.
2. Approve a 100% voluntary annexation of only the ISURP property by finding that the proposed annexation is consistent with the Ames Plan 2040 comprehensive plan.
3. Deny the request to annex land south of the ISURP.

4. Refer the request to staff or the applicant for more information.

CITY MANAGER'S RECOMMENDED ACTION:

The proposed annexation is consistent with Ames Plan 2040 projections for growth and is the first piece of ISURP's next phase of growth.

The inclusion of adjacent nonconsenting property along S 530th is intended to create more uniform boundaries as the ISURP property surrounds the nonconsenting property. If the property were not annexed as part of the current request, annexing the property in the future would almost certainly require the property owner to consent to annexation. With approval of an 80/20 annexation, the application must be forwarded to the State for review and final approval by the City Development Board.

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

ATTACHMENT(S):

[Addendum.pdf](#)

[Attachments.pdf](#)

Addendum

Current Land Use. The ISURP property is currently in agricultural production. It was purchased by the ISURP in 2023, along with the adjacent three parcels under ISURP ownership. The nonconsenting property contains a farmstead with a single-family dwelling. This parcel was divided from the now ISURP-owned land in 2012 without City review.

Development Plan. When a property is annexed into the City, it is automatically zoned as “Agricultural.” Zoning does not change unless a request is initiated by an individual property owner or by the City Council. Any proposed zoning must be consistent with Ames Plan 2040.

A conceptual development plan has not yet been received from the property owner. The annexation may proceed without a concept plan for the site as the rezoning and development is a subsequent step after annexation.

If the site is annexed, City Council would consider a specific rezoning proposal in the future. As part of the rezoning of the property, a master plan will be required to address infrastructure needs and long-term planning for the area.

Water and sewer infrastructure exists just to the north of ISURP lands and was extended by ISURP to that location with their prior development. Further extension of water and sewer will occur at the time of development of the site and can be extended by the developer to serve the site.

Water territory will need to be bought out by ISURP to transfer service from Xenia to the City of Ames. **The master plan will address looping of water mains east back to Riverside as originally planned with the third phase of the ISURP.**

The master plan will also account for future transportation planning, regional stormwater detention facilities. Ames Plan 2040 identifies a need to account for east west street circulation between University Blvd and Riverside. This also includes planned street extensions from ISURP Phase III.

Ames Plan 2040. Ames Plan 2040 designates the subject property and adjoining properties as “Employment” (Emp.). This designation includes employment centers such as the ISURP.

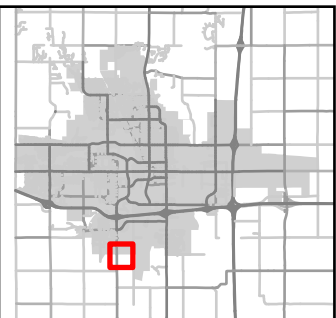
Goals of the Employment designation are to build on Ames’ strength in research in appropriate areas to minimize effects on neighborhoods and ensure efficient settings for industrial users. Research Park uses are to focus on research and development or office users with high employment intensities. Again, any future rezoning of the property is required to be consistent with this designation.

Outreach. As part of the state-mandated annexation process, City staff invited the Washington Township Trustees and the Story County Board of Supervisors for a Consultation Meeting on June 5, 2025. No Supervisors or Trustees attended. An email from the township trustees was received on June 11th (see attachments).

A courtesy notice was sent to affected property owners and owners of abutting property within 400 feet prior to the Planning and Zoning Commission meeting. Noticing required for 80/20 annexations by State Code, including of nonconsenting property owners and public utilities, and a newspaper publication, were sent prior to the City Council hearing.

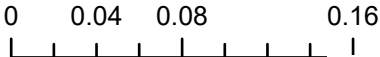
Next Steps. Following the City Council's approval of the annexation and adoption of a resolution to that effect, the annexation will go to the state City Development Board for a hearing due to the inclusion of non-consenting property owners as an 80/20 annexation. The state City Development Board will be the final approval authority.

Annexation Area



Legend

- City of Kelley Two Mile
- Urbanized Area
- Ames Corporate Limits
- Annexation Area**
 - Consenting
 - Nonconsenting
- Parcels



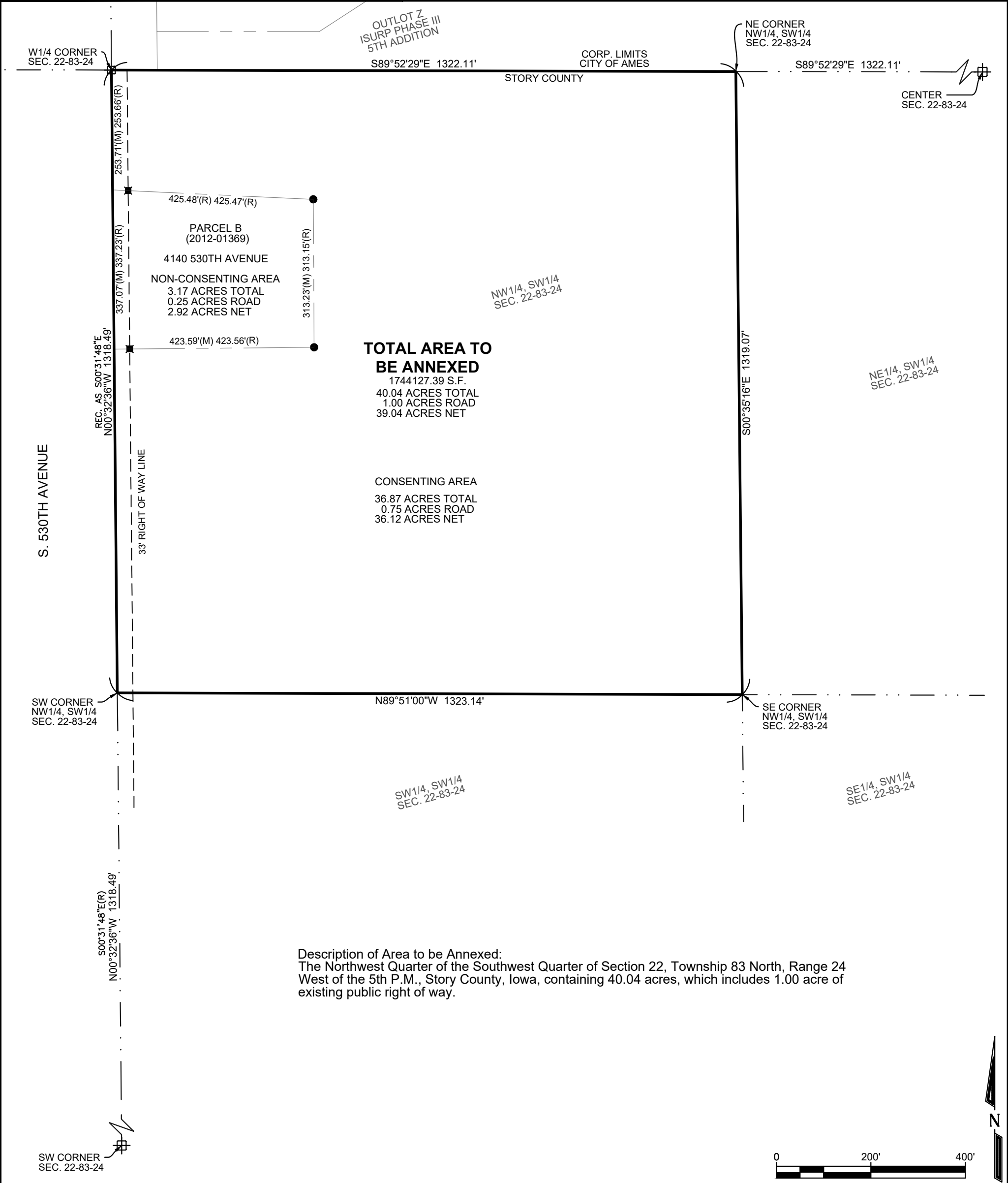
ANNEXATION PLAT

LOCATION: THE NW1/4, SW1/4 OF SECTION 22-83-24
STORY COUNTY, IOWA

PROPRIETORS: PARCEL B (NON-CONSENTING):
STEVEN C. & JOYCE M. WRIGHT
CONTRACT BUYERS: KYLE W. & RENDEE R. CLARK

REMAINDER (CONSENTING)
IOWA STATE UNIVERSITY RESEARCH PARK

PREPARED BY: R. BRADLEY STUMBO, PLS #17161
STRAND ASSOCIATES, INC.
AMES, IA 50010
515-233-0000



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

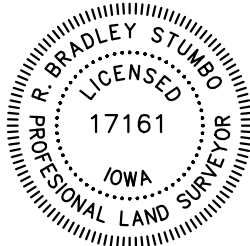
I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

R. Bradley Stumbo

R. BRADLEY STUMBO, PLS
License number 17161

My license renewal date is December 31, 2025.

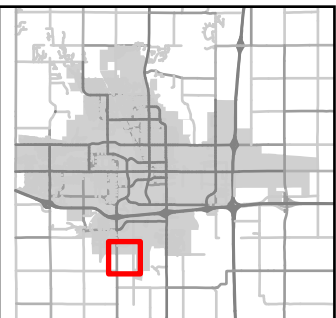
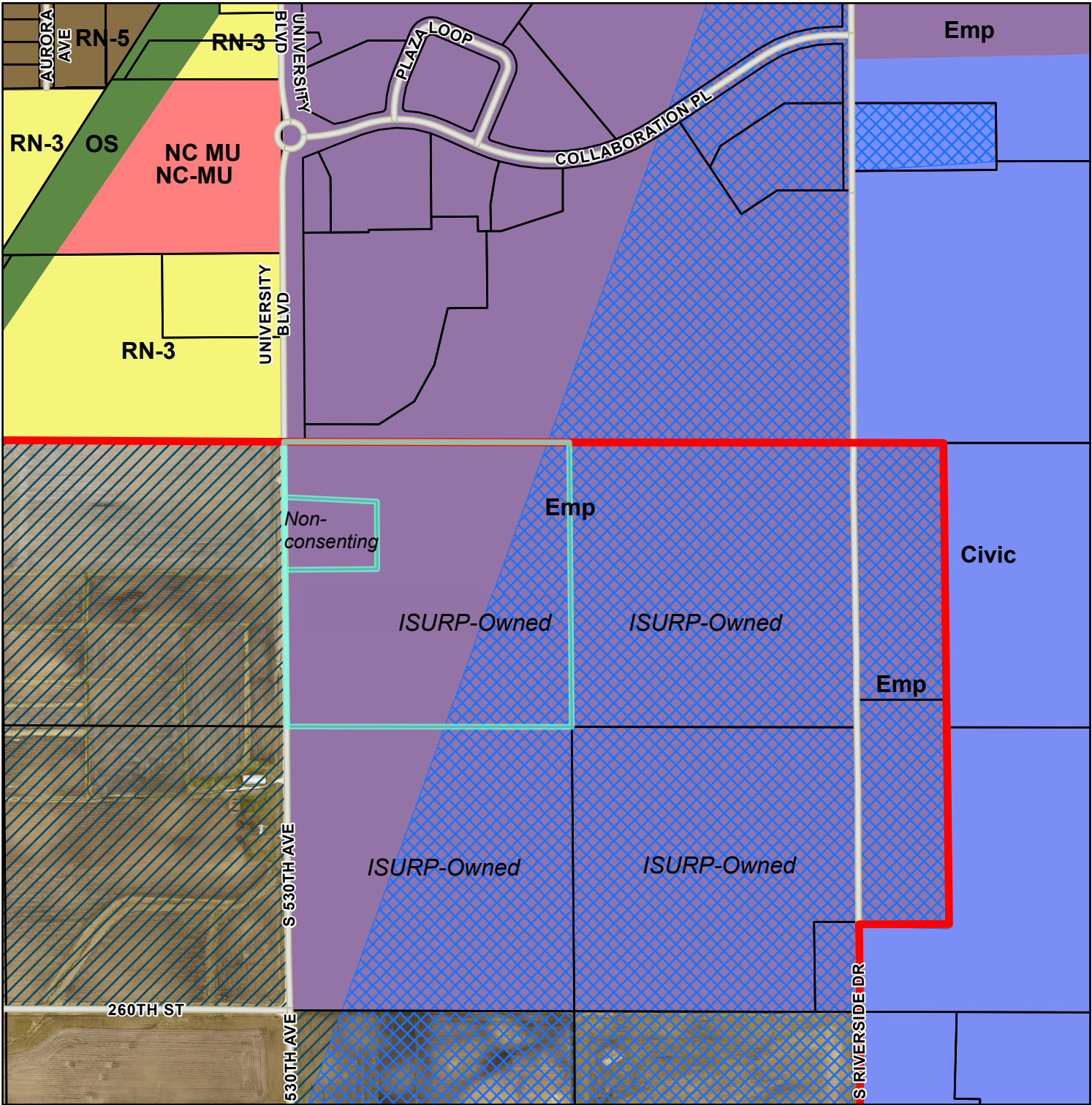
5/29/2025
DATE



Annexation Area Current Ownership Listing

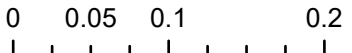
Owner Name	Address/Parcel ID	Consent Status	Gross Acreage
Iowa State University Research Park	0922300105	Consenting	36.87
Clark, Kyle W & Rendee R, Contract Holders, Wright, Steven C & Joyce M, deed holders	4140 530TH AVE	Nonconsenting	3.17

Ames Plan 2040 Excerpt - Future Land Use Map



Legend

- | | |
|---|--|
| City Boundaries (Story County) | Residential Neighborhood 5 - Multi-family (RN-5) |
| Parcels | Neighborhood Core - Mixed Use (NC MU) |
| Subject Property | Employment (Emp) |
| Airport Protection Area | Open Space |
| Future Land Use | Civic |
| Residential Neighborhood 3 - Expansion (RN-3) | Story County Urban Reserve |



LAND USE: CATEGORIES

Employment (Emp)

- » Includes both general industrial areas and large-scale employment centers that are part of planned business or ISU Research Park.
- » Mixes traditional manufacturing warehouse activities on the east side of the city and office and R&D uses in ISU Research Park and areas near South Bell.
- » Can include high impact and heavy industrial uses.
- » Older areas include single purpose industrial lots and relatively low-density site development.

- » Planned facilities include large blocks and large sites.
- » High truck traffic generation with good access to regional transportation facilities.
- » City policy to focus most new large large industrial development east of I-35.
- » Service uses are clustered in Boone County and can be expanded with the West Growth Areas.

APPLICABLE EXISTING ZONING CATEGORIES

- » GI General Industrial PI Planned Industrial
- » RI Research Park Industrial
- » II Intensive Industrial

GOALS

- » Provide attractive and well-functioning settings for a range of industrial enterprises.
- » Build on Ames' natural and historic strength in research.
- » Minimize impact and external effects on city neighborhoods.
- » Discourage industrial uses that are large resource users for water and sewer services with system capacity impacts.



DEVELOPMENT GUIDELINES

- » Phase out small obsolete industrial clusters in primarily non-industrial areas, such as industrial pockets along the railroad.
- » Use screening and landscaped buffering to address building scale and typical utilitarian appearance.
- » Residential uses should not be permitted in these areas. Site design should provide separation and buffering between intense industrial and adjacent residential use.
- » Apply aesthetic enhancements to sites along major corridors.
- » Plan for improved pedestrian connectivity and access for alternative modes of transportation.
- » Large sites may allow for incorporating green infrastructure, renewable energy, or other GHG reduction and sustainable design techniques to existing site and development in new employment areas.
- » Focus Research Park uses on R&D and office with high employment intensity.
- » Ensure truck traffic and transportation capacity is adequately addressed in siting new large industrial facilities.

PUBLIC ACTIONS

- » Implement infrastructure and transportation projects necessary to open the East Industrial area.
- » As East Industrial, Prairie View, develops out with large uses, evaluate options for smaller industrial sites and locally serving commercial uses. Large format retail is not permitted.
- » Use economic development tools and standard to support resource and environmentally conscious uses, minimize water and sewer capacity demand.
- » Support commuter transportation alternatives to single occupant automobiles.
- » Adapt zoning to provide for large manufacturing facilities based on automation.
- » Differentiate zoning for business park use types from individual general industrial uses oriented to small or independent businesses.
- » East scenario Tiers 3 and 4 have planned residential uses adjacent to industrial uses north of the railroad. Consider future compatibility of use and traffic levels with industrial. Development options north of the railroad.

From: Kim Christiansen <kimc1952@hotmail.com>
Sent: Wednesday, June 11, 2025 1:23 PM
To: Diekmann, Kelly; Leann Harter; Hall, Renee; Lisa Heddens; Latifah Faisal; Linda Murken
Subject: Involuntary Annexation Proposal - Washington Township

[External Email]

To Addressees:

In regard to the City of Ames' involuntary annexation proposal for the property at 4140 530th Ave, owned by Kyle & Rendee Clark in Washington Township, the Washington Township trustees are unanimously opposed to this annexation request.

The original annexation petition from the landowners does not include the Clark property, so the City of Ames is initiating this involuntary annexation request in order to create a straight border. Including the Clark property is clearly not required or necessary, and is a questionable use of the 80/20 rule.

* The Clark property does not create an island.

* Forcing involuntary annexation on an unwilling property owner just to create a straight border when the City of Ames (and most cities) doesn't have straight borders in other areas of the city is not a justifiable reason. The city has protected unwilling property owners many times over the years, without harm, and that can be done so in this case as well.

* The City of Ames cannot provide utility services to the Clarks and the Westory Fire Department would still have to be on scene to provide water in the case of a fire. The burden of higher taxes on the Clarks, without benefits to offset the additional costs to them of being inside the city, is not reasonable.

* The Clarks want to maintain their rural lifestyle, and over the past 10 years they have already invested a great deal of time, work, and money into improvements to their property. They wish to maintain the many benefits of rural living they currently enjoy for as long as possible.

* Year after year, Washington Township has continued to lose land to the City of Ames, which has created a financial hardship for our Westory Fire Department and the important fire and emergency services provided to our township residents. We must protect our township properties from unnecessary annexation.

We, the undersigned Washington Township Trustees, respectfully request a modification be made to the proposed annexation. Remove the Clark property from the annexation being considered by the City of Ames.

Thank you for your consideration.

Kevin Winchell, Bob Finch, Kim Christiansen

COUNCIL ACTION FORM

**SUBJECT: ZONING TEXT AMENDMENT TO CREATE PARTIAL PAVING EXCEPTION
FOR LONG DRIVEWAYS EXCEEDING 300 FEET**

BACKGROUND:

At the July 8, 2025 City Council meeting the Council approved an ordinance to modify driveway width and spacing requirements. At that meeting the Council also considered a recommendation from the Planning and Zoning Commission to consider creating a paving exception for long driveways. The recommendation was in response to a property owner request in relation to a property where a new house is under construction on a wooded lot and has a driveway that is over 1,000 feet in length.

On July 8, City Council directed staff to draft an ordinance to allow for Zoning Board of Adjustment (ZBA) approval of an exception to paving based upon details included within the July 8 report.

Staff has prepared a draft ordinance (attached) which accomplishes the following:

- ZBA may approve a partial exception for paving of a new driveway for a single-family home.
- The single-family home must be at least 300 feet from the right of way and located on a lot that is agricultural, rural, or wooded.
- A lot with an existing paved driveway is not eligible for an exemption.
- The driveway approach must be paved within the ROW to SUDAS requirements and at least 50 feet of the driveway on site must be paved.
- A substitute material of rock must be approved by the Municipal Engineer.
- The design of the unpaved driveway must provide for safe and convenient access.
- ZBA approval of the Exception requires a finding by the ZBA that there will be no substantial negative impacts to neighboring properties due to noise, dust, or lack of a stabilized surface.

ALTERNATIVES:

1. Approve the attached ordinance on first reading creating an exception for long driveway paving.
2. Modify the text of the draft ordinance and approve the ordinance on first reading.

3. Direct staff to provide more information.
4. Deny the proposed ordinance amendment.

CITY MANAGER'S RECOMMENDED ACTION:

The proposed change addresses a unique condition of long driveways that infrequently occur within the City. The process and standards for the exception will ensure that the driveway design is still compatible with the surroundings and that unique conditions of the site and features of the design are part of the review. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, as described above.

If Council approves this ordinance on first reading, staff will recommend that on August 12 the Council consider waiving the rules and complete second and third reading on August 12 in order to incorporate this driveway change with the other pending driveway width and spacing changes at the same time.

ATTACHMENT(S):

[Ordinance-ZTA Long Driveway Exception.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY AMENDING SECTION 29.1506 THEREOF, FOR THE PURPOSE OF REQUIREMENTS OF EXCEPTION TO LONG DRIVEWAY PAVING REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by amending Section 29.1506 as follows:

“Sec. 29.1506. EXCEPTIONS.

(1) **Purpose.** This section is intended to provide for exceptions, pursuant to Sec. 414.12(2) of the Iowa Code, to the terms of the zoning ordinance upon which the Board is required to pass under the ordinance, to provide a set of procedures and establish standards to be met.

* * *

(4) **When Authorized.** The Zoning Board of Adjustment is authorized to grant the following exceptions:

* * *

(h) Single-Family Dwelling Long Driveway Paving when the dwelling is more than 300 feet from the right-of-way and has previously not had a paved driveway.

(5) **Review Criteria.** Before an exception can be granted, the Board of Adjustment shall establish that the following standards have been or shall be satisfied:

* * *

(i) Long Driveway Paving. The Board may grant a partial exception of paving when the design includes a paved approach to City standards, paving of at least 50 feet on site, an approved alternative surface material specification for rock acceptable to the Municipal Engineer, and the site has a unique characteristic that differentiates the parcel from city urban development patterns by being within a rural, agricultural, or wooded setting. The Board shall find that the exception will provide for a safe and convenient driveway access design and will not have a substantial negative impact upon neighboring properties due to dust, noise, or the lack of a stabilized condition.

***”

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

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

Passed this _____ day of _____, 2025.

John A. Haila, Mayor

First Reading:

Second Reading:

Third Reading:

Passed on:

I, Renee Hall, City Clerk of the City of Ames, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____, passed by the City Council of said City at the meeting held on _____ and signed by the Mayor on _____, and published in the Ames Tribune on _____.

Renee Hall, City Clerk

COUNCIL ACTION FORM

SUBJECT: CYRIDE 2025 FACILITY FIRE PROTECTION IMPROVEMENT PROJECT

BACKGROUND:

On May 22, 2025, the Transit Board of Trustees approved the release of plans and specifications for the 2025 Facility Fire Protection Improvement Project, which called for enhancing fire protection systems at the CyRide facility in bus storage lanes 1 and 2. Planned improvements include increasing sprinkler system water volume density, adding a coiling fire door on the west end of lane 1, and updating the existing fire alarm panel. The project included one bid alternate to replace the north side's internal walk-through doors with fire-rated doors.

CyRide received a Public Transit Infrastructure Grant (PTIG) to fund this project, and based on the grant, the following budget was established:

Description	State PTIG Funds	Local Funds	Total
2025 Facility Fire Protection Improvement Project	\$511,323	\$150,000	\$661,323

The project is included in the FY 2025 Capital Improvements Plan.

On May 27, 2025, City Council approved preliminary plans and specifications for the CyRide Facility Fire Suppression Improvement Project. An Invitation to Bid, 2025-176, was advertised on the Current Bid Opportunities section of the Purchasing webpage and a Legal Notice was published on the websites of a contractor plan room service with statewide circulation. Bids were due on July 9, 2025. Three bids were received for the project, summarized below, with a complete bid tabulation attached to the council packet.

On July 9, 2025, three bids were received as show below.

Bidder	Base Bid	Alternate #1
Edge Commercial, LLC	\$221,100	\$23,100
Henkel Construction Company	\$207,700	\$19,900
Ranger Fire, Inc.	\$1,394,500	\$28,785

Two of the three bids were below the project estimate of \$638,877. The two lowest bids were determined to be competitive and reflected a good understanding of the project's scope of work. Henkel Construction Company of Ames, Iowa, was the low bid for this project. After evaluating bid Alternate #1, it was determined to be a fair and reasonable cost. Staff recommends accepting the base bid and bid alternate #1. To ensure adequate funding, CyRide recommends maintaining the original project budget through its completion.

At their meeting on July 17, 2025, the Transit Board of Trustees approved award of contract to

Henkel Construction Company of Ames, Iowa for the base bid plus bid alternate #1 for the 2025 Facility Fire Protection Improvement Project, for a total cost of \$227,600. The final award of contract will be subject to approval by the Iowa Department of Transportation Office of Public Transit.

ALTERNATIVES:

1. a. Approve report of bids.
b. Approve final plans and specifications and award a contract to Henkel Construction Company of Ames, IA, in the amount of \$227,600.
2. Direct staff to work with the A&E consultant and refine the project plans in accordance with Council priorities.

CITY MANAGER'S RECOMMENDED ACTION:

This project would allow CyRide to enhance fire protection systems in its bus storage facility, helping safeguard assets throughout their useful life. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[2025-176 Bid Tab.pdf](#)

[ASK Studio Bid Recommendation - CyRide Fire Suppression - Bid No. 2025-176.pdf](#)

CITY OF AMES, IOWA	5% Bid Bond	Bidders Status Form	Addendum #1	BASE BID AMOUNT	ADD ALTERNATE #1
amanda.moore@cityofames.org					
BID NO. 2025-176					
CyRide Facility Fire Suppression Improvement Project					
BIDDERS					
Edge Commerical, LLC Grimes, IA	X	X	X	\$221,100.00	\$23,100.00
Henkel Construction Company Ames, IA	X	X	X	\$207,700.00	\$19,900.00
Ranger Fire, Inc. Grapevine,TX	X	X	X	\$1,394,500.00	\$28,785.00



July 14th, 2025

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

Ms. Neal,

There were three responsive bidders who submitted proposals for the CyRide Facility Fire Suppression Improvement Project. Two bids were lower than the Opinion of Probable Cost and one exceeded it.

We recommend the acceptance of the bid proposal from Henkel Construction to complete work associated with the base bid as described in the project specifications for \$207,700. We further recommend the acceptance of Add Alternate #1 to replace three fire rated doors into the bus storage area for \$19,900, for a total contract award of \$227,600.

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

Regards,

A handwritten signature in black ink, appearing to read "Ryan M. Carter". The signature is fluid and cursive, with a large initial "R" and a long, sweeping underline.

Ryan M. Carter, AIA, NCARB

COUNCIL ACTION FORM

SUBJECT: **RENEWABLE ENERGY BUYBACK PROGRAM CHANGES**

BACKGROUND:

Following the adoption of the Climate Action Plan by City Council, and in light of the recent Cost of Service Study for the Electric Utility, the Electric Utility Operations Review Advisory Board (EUORAB) was asked to review the existing Retail Solar program. Based on the analysis and recommendations from the Cost of Service Study, staff developed several alternatives or adaptations of the existing Retail Service program which are consistent with the Cost of Service Study results.

After discussion at several EUORAB meetings, EUORAB held a public workshop on October 24, 2024, requesting feedback from the public (minutes attached). After reviewing the comments from the public meeting, EUORAB recommended the following changes:

1. **Increase the rebate level for new solar installations from \$100/kW-installed to \$500/kW-installed.** This will lower the amount a customer needs to borrow for an installation. Funding for this increase will come from the Electric Services Demand Side Management (DSM) budget. For a typical installation of 7 kW, the rebate would change from \$700 to \$3,500.
2. **Adjust the excess energy buyback rate formula for new solar installation by using the MISO on-peak energy prices for all customer classes (3-year average of on-peak MISO energy costs is approximately 3.5 cents/kWh).** This allows all customers to receive the same rate, and links excess energy production to the alternative costs the utility would otherwise pay to purchase the energy.
3. **Grandfather existing customers under the program terms they joined under.** Following a date to be determined, new solar projects would be subject to the updated terms and conditions.
4. **Raise the existing program cap from 2,000 kW to 4,000 kW.** The existing program is capped at 2,000 kW of installed solar. With 1,658 kW already installed, the program is nearly full. This change will allow additional projects to be added to the system.

In order to codify these changes, amendments to the *Municipal Code* and the Electric Utility Tariff are necessary. Draft amendments have been drafted and are attached to this report for the Council's consideration.

ALTERNATIVES:

1. Make changes to the Renewable Energy Buyback Program by approving:
 - a. First reading of an ordinance amending Chapter 28 of *Municipal Code*
 - b. A resolution amending Appendix H, Ames Municipal Electric Utility Tariff No. 5
2. Do not approve changes to the retail Renewable Energy Buyback program.
3. Refer this item back to EUORAB or staff for further information.

CITY MANAGER'S RECOMMENDED ACTION:

Adopting the proposed changes to the Renewable Energy Buyback program will better align buyback rates with the recently completed Cost-of-Service study results. The proposed program changes provide more money to customers upfront, align the energy cost with market value, and create a common energy buyback rate across all customer classes. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative 1, as noted above.

ATTACHMENT(S):

[Resolution Appendix H - Net Metering \(Sec.2.7\).PDF](#)

[Ordinance Renewable Energy Buyback Rates\(Sec.28.110\).PDF](#)

RESOLUTION NO. _____

A RESOLUTION AMENDING APPENDIX H

BE IT RESOLVED by the City Council for the City of Ames, Iowa, that the following Appendix H, Section 2.7 Availability of Net Metering rate shall be amended for the purposes of net metering regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ames, Iowa, that Appendix H, Section 2.7 shall be amended as follows:

APPENDIX H

**AMES MUNICIPAL ELECTRIC UTILITY
ELECTRIC TARIFF NO. 5**

SERVICE RULES

SHEET NO. 12

* * *

Sec. 2.7 Availability of Net Metering

Net Metering is available to any retail customer receiving electric service under a City of Ames Electric Services rate schedule who owns and operates an approved on-site generating system powered by a renewable resource capable of producing not more than 500 kVA (kilovolt-amperes) of power, and who interconnects with the City of Ames Electric Services' electric system. In order to qualify for this tariff an applicant must first obtain approval to interconnect and meet the City of Ames requirements, as determined by the City of Ames Electric Services department.

Renewable energy technologies include those that rely on energy derived directly from the sun, on wind, geothermal, hydroelectric, wave, or tidal energy, or on biomass or biomass-based waste products, including landfill gas. A renewable energy technology does not rely on energy resources derived from fossil fuels, waste products from fossil fuels, or waste products from inorganic sources. Net metering applies to a customer-owned generating system that primarily offsets part or all of the customer's electric service energy requirements provided by City of Ames Electric Services.

The availability of this tariff is limited to the first ~~2,000~~ 4,000 kW of qualified and interconnected generation (based on the aggregate sum of the individual system output ratings of all interconnected systems served under this tariff).

All of the requirements, benefits, terms and conditions of this tariff are subject to change. Customers receiving net-metered service under this tariff assume all risks associated with future changes to this tariff.

* * *

ADOPTED this _____ day of _____, 2025.

Renee Hall, City Clerk

John A. Haila, Mayor

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY AMENDING SECTION 28.110 THEREOF, FOR THE PURPOSE OF ESTABLISHING RESIDENTIAL, COMMERCIAL AND INDUSTRIAL RENEWABLE BUYBACK RATES; REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by amending Section 28.110 as follows:

“Sec. 28.110. Renewable Energy Buyback Rates.

Renewable electrical energy produced by an Ames Electric Utility customer and delivered to the City's electric system (in accordance with the conditions of service specified in Section 2.7 of Appendix H of the Ames Municipal Code) shall receive a credit to their utility account as follows:

(1) For all retail customers who installed their system prior to September 1, 2025, these rates apply:

~~(1)~~ (a) Residential service. A residential rate customer's account shall be credited:
~~(a)~~ (i) 40% of \$0.1213, plus \$0.025 = \$0.0735 per kWh of delivered energy for bills mailed on or between July 1 and October 31 (summer period).

~~(b)~~ (ii) 40% of \$0.1005 per kWh, plus \$0.025 = \$0.0652 per kWh of delivered energy for bills mailed on or between November 1, and June 30 (winter period).

~~(2)~~ (b) Small Commercial service. A small commercial service customer's account shall be credited:

~~(a)~~ (i) 40% of \$0.1149, plus \$0.020 = \$0.0678 per kWh of delivered energy for bills mailed on or between July 1 and October 31 (summer period)

~~(b)~~ (ii) 40% of \$0.0986 plus \$0.020 = \$0.0594 per kWh of delivered energy for bills mailed on or between November 1 and June 30 (winter period)

~~(3)~~ (c) Commercial service. A commercial service customer's account shall be credited at 50% of \$0.0644, plus \$0.015 = \$0.0472 per kWh of delivered energy

~~(4)~~ (d) Industrial service. An industrial service customer's account shall be credited at 63% of \$0.0644, plus \$0.010 = \$0.0506 per kWh of delivered energy.

(2) For all retail customers who interconnect a new system, or acquire an existing system on September 1, 2025 or after, these rates apply:

(a) Residential service. A residential rate customer's account shall be credited:

(i) Based on a 3-year rolling average of the MISO on-peak energy cost. The number will be calculated on a fiscal year basis and updated/applied on the first bill that is mailed every January.

(b) **Small Commercial service.** A small commercial service customer's account shall be credited:

(i) Based on a 3-year rolling average of the MISO on-peak energy cost. The number will be calculated on a fiscal year basis and updated/applied on the first bill that is mailed every January.

(c) **Commercial service.** A commercial service customer's account shall be credited:

(i) Based on a 3-year rolling average of the MISO on-peak energy cost. The number will be calculated on a fiscal year basis and updated/applied on the first bill that is mailed every January.

(d) **Industrial service.** An industrial service customer's account shall be credited:

(i) Based on a 3-year rolling average of the MISO on-peak energy cost. The number will be calculated on a fiscal year basis and updated/applied on the first bill that is mailed every January.

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

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

Passed this _____ day of _____, 2025.

John A. Haila, Mayor

First Reading:

Second Reading:

Third Reading:

Passed on:

I, Renee Hall, City Clerk of the City of Ames, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____, passed by the City Council of said City at the meeting held on _____, and signed by the Mayor on _____, and published in the Ames Tribune on _____.

Renee Hall, City Clerk



Item No. 40
MEMO

To: Mayor & City Council
From: Justin Moore, Planner
Date: July 22, 2025
Subject: Rezoning Ordinance

The ordinance relating to rezoning property located at 57258 220th Street (East 13th Street) from Agricultural (A) to General Industrial (GI) is attached for the City Council's review and consideration for second reading.

ATTACHMENT(S):
[57258 220th St Rezoning.docx](#)

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AMES, IOWA, AS PROVIDED FOR IN SECTION 29.301 OF THE *MUNICIPAL CODE* OF THE CITY OF AMES, IOWA, BY CHANGING THE BOUNDARIES OF THE DISTRICTS ESTABLISHED AND SHOWN ON SAID MAP AS PROVIDED IN SECTION 29.1507 OF THE *MUNICIPAL CODE* OF THE CITY OF AMES, IOWA; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND ESTABLISHING AN EFFECTIVE DATE

BE IT HEREBY ORDAINED by the City Council of the City of Ames, Iowa;

Section 1: The Official Zoning Map of the City of Ames, Iowa, as provided for in Section 29.301 of the *Municipal Code* of the City of Ames, Iowa, is amended by changing the boundaries of the districts established and shown on said Map in the manner authorized by Section 29.1507 of the *Municipal Code* of the City of Ames, Iowa, as follows: That the real estate, generally located at 57258 220th Street (East 13th Street), is rezoned from Agricultural (A) to General Industrial (GI).

Real Estate Description: Commencing at the Northwest corner of the Northeast Quarter of the Northwest Fractional Quarter of Section 5, Township 83 North, Range 23 West of the 5th Principal Meridian, Story County, Iowa; thence East 157.1 feet along the north line of the Northwest Fractional Quarter of Section 5; thence South 168.8 feet; thence West 258.1 feet; thence North 168.8 feet to said north line; thence East 101.0 feet along said north line to the point of beginning. Said tract contains 1.00 acre, which includes 0.24 acre of public right of way.

Section 2: All other ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: This ordinance is in full force and effect from and after its adoption and publication as provided by law.

ADOPTED THIS _____ day of _____, _____.

Renee Hall, City Clerk

John A Haila, Mayor



Item No. 41
MEMO

To: Mayor & City Council
From: Kelly Diekmann, Director of Planning & Housing
Date: July 22, 2025
Subject: Second Reading of Driveway Ordinance

The ordinance relating to modifying driveway dimensions and spacing is attached for the City Council's review and consideration of second reading.

ATTACHMENT(S):
[Ordinance_Driveway_Width_Standards.pdf](#)

ORDINANCE NO.

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY AMENDING SECTIONS 29.406(7) and 29.406(10) THEREOF, FOR THE PURPOSE OF MODIFYING DRIVEWAY WIDTH AND STANDARDS REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by amending Section 29.406(7) and 29.406(10) as follows:

“Sec. 29.406. OFF-STREET PARKING.

* * *

(7) Locating Parking Spaces and Paving in the Front Yard.

* * *

(e) Household living and short-term lodging front yard vehicular parking within any "RL", "RM", "RH", "UCRM", "FS-RL", or "FS-RM" zones is prohibited, except upon an approved driveway that leads to a side or rear yard vehicular parking area or to a garage. Specifications for driveways are stated below, no other installation at grade of any expanse of asphalt, gravel, brick, concrete, or other form of paving is permitted without approval by the Planning and Housing Department:

(i) No required parking for apartment buildings may be approved upon a driveway within a front yard.

(ii) All newly constructed single and two-family dwellings shall provide for at least one required parking space located outside of the Front Yard.

(iii) Prior to approval of a permit to establish an Accessory Dwelling Unit, two conforming paved parking spaces per dwelling unit of the single-family residence on the property must exist.

* * *

(10) **Driveways.** Driveways to all parking facilities shall be designed to promote safety and access management while providing convenient access to adjoining properties. ~~Drive-Through Facilities have additional standards within Article 13.~~ The Planning and Housing Department shall maintain a *Driveway Manual* to provide examples and diagrams of generally accepted practices for conformance to front yard parking, paving, and driveway specifications for residential properties.

(a) Driveway width and design characteristics shall be as specified in the Design Manual of the Statewide Urban Design and Specifications (SUDAS) as adopted by the City of Ames unless specified differently in this Chapter. Driveway width shall be the specified minimum to promote on street parking opportunities and pedestrian safety unless the City Traffic Engineer approves a wider driveway width (not to exceed SUDAS maximum) based upon the applicable following criteria:

(i) The extra driveway approach width is necessary to accommodate design dimension characteristics of non-residential vehicles that regularly use the site (does not apply to properties with dwelling units); or

(ii) The extra driveway approach width is necessary to resolve concerns over safe approach and volume of traffic entering and exiting the site.

(b) Additional driveways.

(i) Additional nonresidential driveways shall be limited to the minimum number necessary for use and design characteristics of the site and in conformance with SUDAS standards.

(ii) A second single or two-family driveway may be permitted by the Traffic Engineer if the lot has at least ~~150~~ 100 linear feet of street frontage and can meet all other specifications and spacing requirements ~~including 75 feet of separation between drives.~~

(iii) New construction of a Two-Family Dwelling may have a second driveway approved by the Planning and Housing Director subject to size and appearance standards of Sec. 29.410 and all other specifications and spacing requirements, including conformance with all driveways design specifications including but not limited to widths, flares, sidewalk slope, and separation from other driveways (e.g. five feet) and property lines in accordance with the Driveway Manual.

(c) Dimensions Single and Two Family

(i) Single and Two-Family home driveway width onsite is intended to be proportional to the curb cut and approach dimensions in the right of way. The approach shall match the width of the approved driveway that leads directly to parking within an attached garage or vehicular parking outside of the front yard.

(ii) ~~The minimum Single and Two-Family home~~ driveway width of the approach in the right-of-way shall be no less than 10 feet, the on-site driveway width shall be no less than 9 feet.

(iii) ~~The maximum width of a driveway approach is 12 feet for a one-car garage, carport, or uncovered parking spaces, 20 feet for a two-car garage, and 24 feet for a three-car garage. notwithstanding subsection (i) above, shall not exceed 34 feet inclusive of flares measured at the curb line.~~

(iv) Driveway approaches that do not lead directly to a garage, including second or looped driveways on the same street frontage are limited to 12 feet. A second driveway shall have a minimum space of 34 feet between driveways ~~are limited to the equivalent width of a one car garage.~~

~~(iv)~~ (v) On site driveway paving is limited to areas related to the width of the garage and exceptions described in this Section. In no event will additional paving adjacent to a driveway be approved that would allow for an additional parking space to be created in front of a home. Walkways adjacent to a driveway must be of a different decorative paving material or separated by five feet of vegetative landscaped area from the driveway paving.

~~(v)~~ (vi) Parking upon decorative paving, rock, gravel, or other material that is not the approved driveway is illegal front yard parking.

* * *

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

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

Passed this _____ day of _____, 2025.

John A. Haila, Mayor

First Reading:

Second Reading:

Third Reading:

Passed on:

I, Renee Hall, City Clerk of the City of Ames, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____, passed by the City Council of said City at the meeting held on _____, and signed by the Mayor on _____, and published in the Ames Tribune on _____.

Renee Hall, City Clerk



ENCROACHMENT PERMIT APPLICATION

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

Applicant is: ☐ Property Owner ☒ Tenant ☐ Contractor

Applicant Name USCOC of Greater Iowa, LLC

Address of Encroachment 200 Station Avenue

City Ames State IA Zip Code 50014

Type of Encroachment: Building mounted cellular antennas

(If the encroachment is a sign, please apply for a sign permit through the Inspections Division.)

Total Square Feet of the Area to Encroach: 15

(See attached submittal guidelines.)

Property Owner Name Campus Investors IS LLC

Mailing Address 200 Station Ave

City Ames State IA Zip Code 50014

Daytime Phone 321-246-0772 Cell Phone 321-246-0772

E-mail: gmiddleton@americancampus.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).

☐ A sketch of the encroaching item (i.e., sign, canopy, awning, etc.) drawn to scale.

☐ A sketch showing the placement of the encroaching item on the property.

☐ An insurance certificate with comprehensive general liability coverage in an amount of not less than \$500,000 combined single limit naming the City of Ames as an additional insured on the policy. Said certificate must be accompanied with a copy of Endorsement CG 2013.

☐ A fee to be determined by the City's Building Official. The fee is \$1.00 per square foot of the encroachment or a minimum of \$25.00.

Applicant's Signature _____ Date _____

Property Owner's Signature _____ Date 1/30/2025

Submit your completed permit application to:

grace.bandstra@cityofames.org

City of Ames
City Clerk's Office
PO Box 811
Ames, IA 50010

For Office Use Only

Documents Received

Date: _____
 ___ Completed Application
 ___ Certificate of Inspections
 sent to PW, P&H, Building
 Official on _____
 ___ Review by DRC needed?

Fees

Fee Amount _____
 Date Fee Paid _____

Insurance

___ Received _____
 ___ Approved _____

Agreement

___ Two originals prepared
 ___ Signed agreements returned

CC Meeting Date _____

___ 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

