

**AGENDA**  
**SPECIAL MEETING OF THE AMES CITY COUNCIL**  
**COUNCIL CHAMBERS - CITY HALL \*\***

**\*\*THIS WILL BE AN ELECTRONIC MEETING. IF YOU WISH TO PROVIDE INPUT ON ANY  
ITEM, YOU MAY DO SO AS A VIDEO PARTICIPANT BY GOING TO:**

**HTTPS://US02WEB.ZOOM.US/J/81686337283**  
**OR BY TELEPHONE BY DIALING: 833-548-0282**  
**ZOOM MEETING ID: 816-8633-7283**  
**DECEMBER 23, 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:** 8:00 a.m.

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

1. Resolution setting January 13, 2026, as date of Public Hearing to consider vacation of an existing public utility easement at 400 Freel Drive for the Resource Recovery and Recycling Campus
2. Resolution setting January 13, 2026, as date of Public Hearing to consider vacation of the existing easements at 320 SE 2nd St, 405 SE 3rd St, and 413 SE 3rd Street
3. Resolution approving amendments to both the Development and the HOME agreements with Townhomes at Creekside, LLLP, for a LIHTC Affordable Housing Development at 3216 Tripp Street on Lot 27 in the Baker Subdivision
4. Resolution approving lease extension for 220 Freel Drive with Waste Management of Iowa, Inc. by thirty (30) days with an expiration on January 30, 2026
5. Resolution awarding contract to All Makes, of Des Moines, IA, for furniture for Fitch Family Indoor Aquatic Center in the amount of \$148,195.17
6. Resolution approving the purchase of UV disinfection parts and supplies for the Water Pollution Control Facility from Trojan Technologies Corp in the amount of \$57,145.10
7. Resolution accepting the 2024/25 Multi-Modal Roadway Improvements (6th Street, North of City Hall) as completed by MidState Solution, LLC of Baxter, Iowa, in the amount of \$128,929.50
8. Resolution accepting 2021/22 Stormwater Detention/Retention Maintenance Program - (Northridge Heights Pond) project as complete by Tallgrass Land Stewardship Co., of Waukee, Iowa in the amount of \$152,395.50

**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 #:	<u>1</u>
DATE:	<u>12-23-25</u>
DEPT:	<u>PW</u>

## COUNCIL ACTION FORM

**SUBJECT: EASEMENT VACATION AT 400 FREEL DRIVE  
(RESOURCE RECOVERY AND RECYCLING CAMPUS)**

### BACKGROUND:

Two ten-foot wide public utility easements were established in Pete Cooper Subdivision with the original plat in 1993. The west easement is located approximately 385' east of Freel Drive (within Lot 3) and the east easement is located 835' east of Freel Drive (along the east line of Lot 3, within the original Lot 1).

The portion of the easement located within Lot 3 of Pete Cooper Subdivision (400 Freel Drive) contains no public or private infrastructure and conflicts with proposed development of the site. The east easement within the original Lot 1 of Pete Cooper Subdivision (2001 SE 5th Street) is clear of all proposed improvements and is able to accommodate all utilities needed to serve the area.

**The purpose of this resolution is to vacate a portion of the public utility easement within Lot 3 of Pete Cooper Subdivision (400 Freel Dr) to accommodate construction of the Resource Recovery and Recycling Campus.**

### ALTERNATIVES:

1. Set January 13, 2025, as the date of public hearing for vacation of the easement.
2. Direct staff to make further changes to the easement area.

### CITY MANAGER'S RECOMMENDED ACTION:

**The new Resource Recovery and Recycling Campus construction conflicts with the public utility easement. No existing utilities are known to exist within the easement.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

### ATTACHMENT(S):

[Pete Cooper Subdivision Final Plat.pdf](#)

[PUE Easement to be Vacated Description.docx](#)

[Resource Recovery Center PUE Easement Vacation Exhibit.pdf](#)

# FINAL PLAT

PETE COOPER SUBDIVISION  
CITY OF AMES, STORY COUNTY, IOWA  
71.18 TOTAL ACRES

## OWNERS/DEVELOPERS:

DALE "PETE" COOPER  
DAVID DEVEREAUX  
DONALD BARBER  
EVERETT FREEL  
SHAFFER'S AUTO BODY, INC.  
GEORGE L. & JOYCE E. JONES

ZONING FOR ENTIRE SUBDIVISION AREA = G-1

## NOTE:

DUE TO UNSTABLE SOILS THAT MAY BE FOUND IN THE PETE COOPER SUBDIVISION, FOUNDATION DESIGN MAY BE REQUIRED BY A REGISTERED STRUCTURAL ENGINEER PRIOR TO ANY STRUCTURAL CONSTRUCTION.

THE WEST 15 FEET OF LOTS 15, 20 AND 21 IN WOODLAND ACRES PLAT 2 IN THE CITY OF AMES, IOWA, WILL BE DEDICATED TO THE CITY OF AMES FOR STREET PURPOSES.

## Survey Description-Pete Cooper Subdivision:

Lots 5 and 6 and part of Lots 4 and 7 in Spencer's Second Industrial Addition and Lots 15, 20 and 21 in Woodland Acres Plat Number 2, all in the Northeast Quarter of Section 12, Township 83 North, Range 24 West of the 5th P.M., City of Ames, Story County, Iowa, described as follows:  
Commencing at the East Quarter Corner of said Section 12; thence S89°26'47"W, 40.00 feet along the south line of the Northeast Quarter to the westerly right-of-way of Dayton Road and the Point of Beginning; thence continuing S89°26'47"W, 1737.45 feet along said south line to the southeast corner of Lot 26, Woodland Acres, Plat #2; thence N00°34'00"W, 557.50 feet along the east line of Woodland Acres, Plat #2; thence S88°55'48"W, 400.01 feet; thence N00°33'59"W, 216.45 feet; thence N88°46'49"E, 400.07 feet to the southeast corner of Lot 19, Woodland Acres, Plat #2; thence N00°34'24"W, 435.20 feet to the northeast corner of Lot 16, Woodland Acres, Plat #2; thence S88°37'48"W, 400.03 feet; thence N00°33'59"W, 108.90 feet; thence N88°37'48"E, 400.03 feet to the southeast corner of Lot 14, Woodland Acres, Plat #2; thence N00°34'00"W, 1216.62 feet along the east line of Woodland Acres, Plat #2 to the south line of the frontage road; thence N89°32'23"E, 254.40 feet along said south line; thence N89°24'19"E, 103.80 feet along said south line; thence S00°48'11"E, 160.00 feet; thence S89°24'19"W, 80.00 feet to the west line of Lot 4 in Spencer's Second Industrial Addition; thence S00°48'11"E, 273.61 feet along said west line to the Southwest corner of said Lot 4; thence N89°45'09"E, 200.24 feet to the Southeast corner of said Lot 4; thence N89°21'48"E, 200.20 feet to the west line of Lot 2 in Spencer's Second Industrial Addition; thence S00°34'29"E, 566.24 feet; thence N89°18'30"E, 355.30 feet to the southwest corner of Lot 2 in Matthew Subdivision; thence S01°00'48"E, 300.31 feet; thence N89°22'41"E, 689.25 feet; thence S01°02'00"E, 1236.12 feet to the Point of Beginning, containing 71.18 acres.

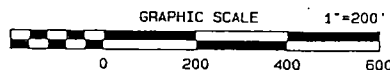
## Certification:

I hereby certify that this land surveying document was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Robert L. Stumbo, Jr.  
My registration is due for renewal on December 31, 1994

Stumbo and Associates-Land Surveying, Inc.  
Box 1664  
Ames, Iowa 50010  
Ph.# (515)233-3689 Fax # (515)233-4403

Job #74645F  
Date:10/6/93



LINE/CURVE	RADIUS	DELTA	CHORD BEARING	ARC
C1	971.05'	11°17'50"	N84°58'24"W	191.46'
L1			N79°19'29"W	169.80'
C2	919.91'	11°53'41"	S85°16'23"E	190.98'
L2			S79°19'29"E	425.18'
C3	70.00'	90°24'41"	N44°10'21"E	110.46'
C4	70.00'	89°35'19"	S45°49'39"E	109.45'
C5	1051.05'	11°17'50"	S84°58'25"E	207.24'
L3			N00°33'59"W	108.90'
L4			N89°32'23"E	174.38'
L5			N89°32'23"E	80.02'
L6			N89°45'09"E	150.00'
L7			N79°19'29"W	255.38'
C6	999.91'	11°53'41"	S85°16'23"E	207.59'

New Resource  
Recovery Campus  
(already purchased  
by the City)

Portion of PUE to be  
vacated

100 YEAR FLOOD  
BOUNDARY (884' ±)  
BASED ON MEAN SEA LEVEL  
SEE CONCEPTUAL STORMWATER  
MANAGEMENT PLAN

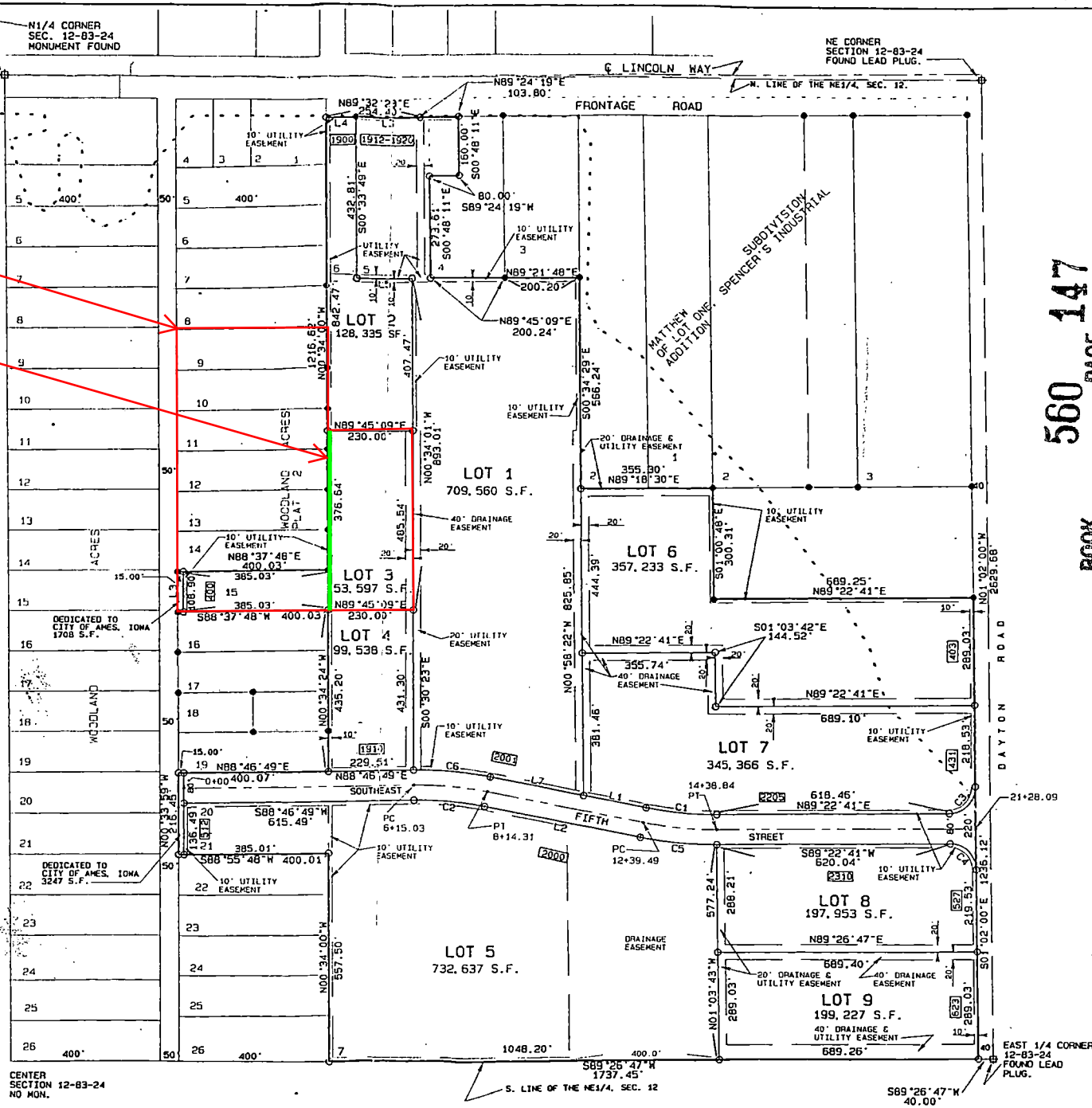
NOTE:  
MINIMUM FIRST FLOOR  
ELEVATION FOR NEW BUILDINGS  
ON LOTS 1 THROUGH 9 IS 885.0'  
BASED ON MEAN SEA LEVEL (USGS)

NOTE:  
ACCESS TO LOT 7 AND LOT 8 IS  
TO BE RESTRICTED TO  
SOUTHEAST FIFTH STREET ONLY.

STATE OF IOWA }  
Story County }  
Entered for taxation this 29th day of December, A.D. 1993  
By Robert L. Stumbo, Jr. County Auditor  
Deputy

21036

INST. NO. 304  
STORY COUNTY, IOWA  
FILED FOR RECORD  
OCT 29 1993 PM  
Susan L. Vandekamp, Recorder  
RECORDING FEE \$ 231.00  
AUDITOR'S FEE \$ 10.00



CURRENT ZONING-THIS AREA

A-1

## **EASEMENT VACATION**

The west 10 (ten) feet of Lot 3, Pete Cooper Subdivision, City of Ames, Story County, Iowa, except the south 108.9 feet.

The east 10 (ten) feet of the west 395.03 feet of the south 108.90 feet of Lot 3, Pete Cooper Subdivision, City of Ames, Story County, Iowa.



# EXHIBIT A

## UTILITY EASEMENT VACATION

FREEL DRIVE

WOODLAND ACRES  
PLAT 2  
LOT 14

385.03'

108.90'

385.03'

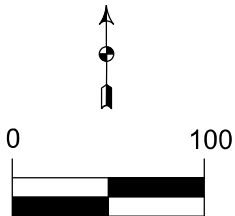
WOODLAND ACRES  
PLAT 2 PARCEL F  
LOTS 16 & 17

10' UTILITY EASEMENT

LOT 3  
PETER COOPER  
SUBDIVISION

LOT 4 PARCEL D  
PETER COOPER  
SUBDIVISION

LOT 4 PARCEL C  
PETER COOPER  
SUBDIVISION



SE 5TH STREET

## COUNCIL ACTION FORM

**SUBJECT: EASEMENT VACATIONS AT 320 SE 2ND ST, 405 SE 3RD ST, AND 413 SE 3RD ST**

### BACKGROUND:

The Kingsbury Fifth Addition Subdivision was final platted in 2022 with easements created to accommodate cross-access, stormwater, and public utilities to Lots 1, 2, 3, and 4. **The new owner of the four lots are in the process of re-platting the subdivision to combine lots 2, 3, and 4 into one lot and construct a new building and parking on the newly combined lot. No infrastructure currently exists within any of the easements that are proposed to be vacated.**

The combination of lots 2, 3, and 4 make the public utility easement for the east 15 feet of the west 35 feet of lot 2 unnecessary to convey sanitary sewer main north. The combination of the lot makes the construction of a sanitary service line possible without crossing lot lines. The public utility easement for the north 10 feet of lot 2 and the north 10 feet of lot 3 will also be unnecessary to convey utilities due to the combination of the lots.

The original stormwater detention and conveyance easements conflict with the new construction that the owner is planning. The owner will construct new stormwater facilities in locations that differ from the existing easements. The existing easements are therefore unnecessary.

The owner's new building and parking lot construction do not align with the cross-access easements that were established in the original plat to access Lot 1. The new construction will provide a new location for the cross-access easement to Lot 1, making the original cross access easements unnecessary.

**The new property owner is seeking to complete the vacation of various easements within Kingsbury's Fifth Addition in order to proceed with construction activities.** The vacations of the following easements are conditioned upon the creation of new easements to facilitate proper cross-access and utility access.

### ALTERNATIVES:

1. Set January 13, 2025, as the date of public hearing for vacation of the easements.
2. Direct staff to make further changes to the easement area.

### CITY MANAGER'S RECOMMENDED ACTION:

**The proposed new facilities and the combination of Lots 2, 3, and 4 make the various existing easements unnecessary. No existing infrastructure is located within these easements and staff supports the proposed vacation.** Therefore, it is the recommendation

of the City Manager that the City Council adopt Alternative No. 1, as described above.

**ATTACHMENT(S):**

[Easement Vacations - Kingsbury's Fifth Addition Subdivision.pdf](#)

[Kingsbury Fifth Easement Conveyance, Instrument No. 2022-01358.pdf](#)

Return to:  
Ames City Clerk  
Box 811  
Ames IA 50010

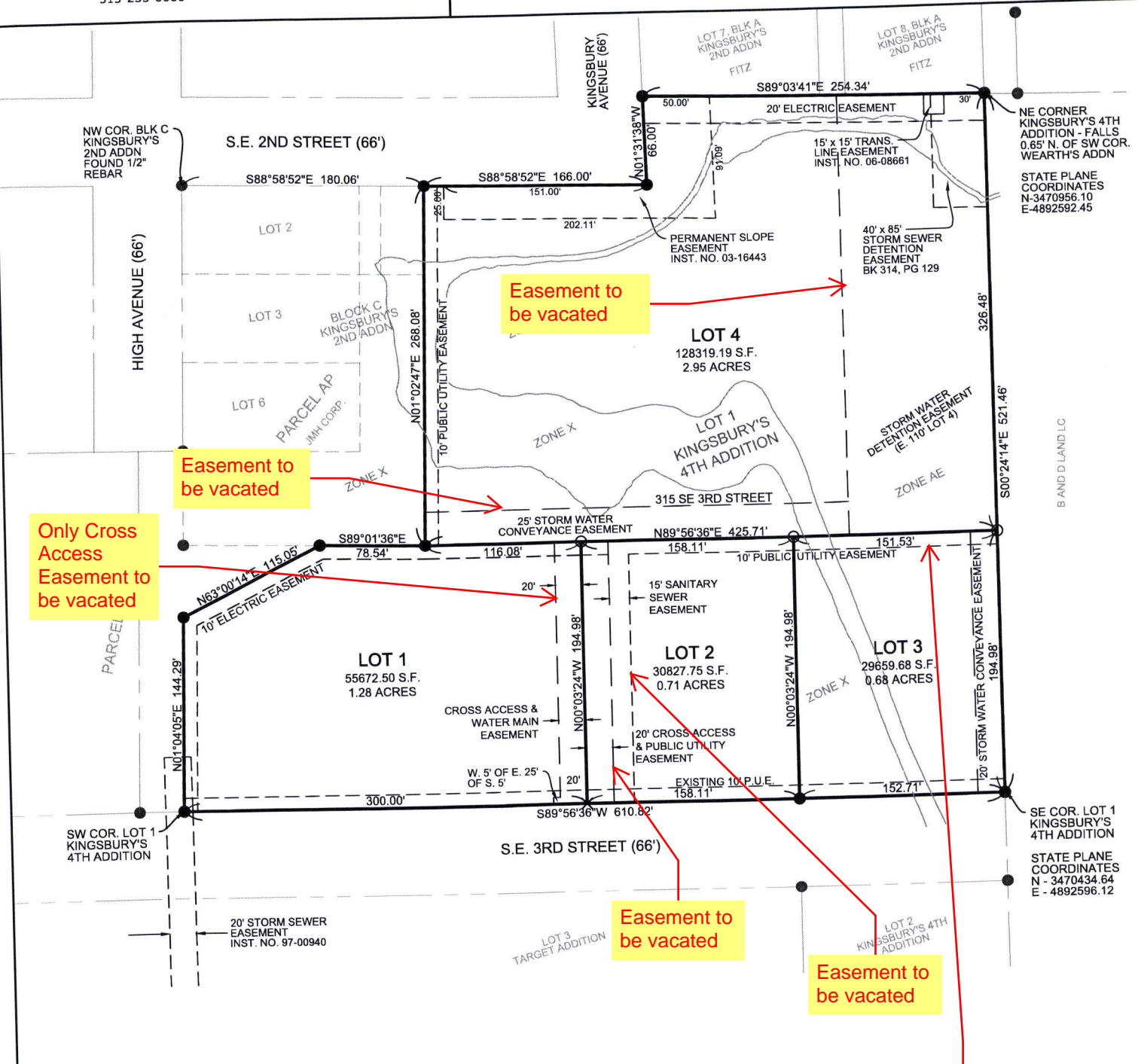
FINAL PLAT  
KINGSBURY'S FIFTH ADDITION

LOCATION: A SUBDIVISION OF LOT 1, KINGSBURY'S FOURTH ADDN.  
CITY OF AMES, STORY COUNTY, IOWA

PROPRIETOR: WW HOLDINGS CORPORATION

SURVEYOR: R. BRADLEY STUMBO, PLS #17161  
FOX STRAND, INC.  
AMES, IA 50010  
515-233-0000

Instrument #: 2022-01356  
02/11/2022 01:20:31 PM Total Pages: 10  
SURV SURVEYS AND PLATS  
Recording Fee: \$ 57.00  
Stacie Herridge, Recorder, Story County Iowa



Only Cross Access Easement to be vacated

Easement to be vacated

Easement to be vacated

Easement to be vacated

Easement to be vacated

Easement to be vacated

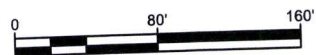
OWNER/DEVELOPER:  
WW Holdings Corporation  
204 Clark Ave.  
Ames, IA 50010

ZONING DISTRICT:  
HOC (Highway Oriented Commercial)  
Building Setbacks:  
Front: 20', 10' for fuel canopy  
Side: 5'  
Rear: 10'  
Abutting residential zoning: 20' side & rear

SURVEY DESCRIPTION:  
A subdivision of Lot 1 in Kingsbury's Fourth Addition,  
City of Ames, Story County, Iowa, containing 5.61  
acres.

NOTE:  
1. Lots lie within the Special Flood Hazard Area as  
shown on Firm Map Panel No. 19169C0163G, dated  
01/15/2021.

- = FOUND 1/2" REBAR W/ YELLOW CAP #17161 (UNLESS NOTED OTHERWISE)
- = SET 1/2" REBAR W/ YELLOW CAP #17161
- ✕ = CUT 'X' IN CONCRETE



**SA**  
STRAND  
ASSOCIATES  
FOX Strand, 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, 2023.

1-20-22  
DATE



### Owner's Consent To Subdivision

Know All Persons By This Instrument:

WW Holdings Corporation by its below signed President does hereby covenant that it is the owner of real estate described as follows:

Lot 1, Kingsbury's Fourth Addition, City of Ames, Story County, Iowa.

It hereby certifies, acknowledges, and declares that the platting of this real estate to be known as Kingsbury's Fifth Addition is with its free consent and in accordance with its desire as Owner.

Dated this 10 day of December, 2021.

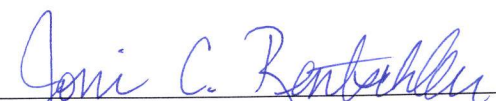
WW Holdings Corporation

By 

Ryan Davis, President

This document was acknowledged before me, a Notary Public, on this 10 day of December, 2021 by Ryan Davis as President of WW Holdings Corporation.



  
Signature of Notary Public



## Mortgagee's Consent To Platting And Subdivision

State of Iowa )  
                  ) ss  
Story County )

Great Western Bank has a Mortgage recorded as Instrument No. 20-08789 and an Assignment of Rents recorded as Instrument No. 20-08790 against Lot One (1) Kingsbury's Fourth Addition, Ames, Story County, Iowa.

Great Western Bank by its Vice President, David Tucker, consents to the WW Holdings Corporation platting of:

Lot One (1) Kingsbury's Fourth Addition, Ames, Story County, Iowa

as

Kingsbury's Fifth Addition, A Subdivision Of Lot 1, Kingsbury's Fourth Addition City of Ames, Story County, Iowa.

Great Western Bank hereby certifies, acknowledges, and declares that the platting and subdivision of this real estate to be known as Kingsbury's Fifth Addition is with its free consent and in accordance with the desire of this Mortgagee and holder of Assignment of Rents.

Dated this 10<sup>th</sup> day of December, 2021.

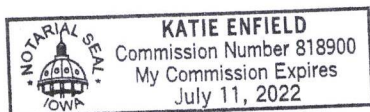
Great Western Bank

By



David Tucker, Vice President

This document was acknowledged before me, a Notary Public, on this 10 day of December, 2021 by David Tucker, Vice President of Great Western Bank.



  
Signature of Notary Public

***GOODWIN LAW OFFICE, P.C.***

ATTORNEY AT LAW  
2211 PHILADELPHIA STREET, SUITE 101  
AMES, IOWA 50010-8767

ROBERT W. GOODWIN

TELEPHONE: 515-232-7390  
FAX: 515-232-7396  
Email: goodwinlawoffice@fbx.com

January 14, 2022

Ryan Davis  
204 Clark Avenue  
Ames, IA 50010

Re: Title Opinion

Dear Ryan:

**TITLE OPINION**

I have examined the Abstract of Title to the subject property legally described as:

Lot One (1) Kingsbury's Fourth Addition, Ames, Story County, Iowa.

Certified by Sara M. Cockerham, Manager, Abstract & Title Services Story County containing a total of 56 entries last certified at 8:00 AM December 3, 2021.

**TITLE**

I have found record title to the above described real estate (hereinafter called the property) to be in WW Holdings Corporation by virtue of a Corporate/Business Entity Warranty Deed dated July 24, 2020 and filed in the office of the Story County Recorder as Instrument No. 20-08788 on August 4, 2020 as shown in Entry 46 of the Abstract of Title.

The title to the above described property is subject to the following exceptions.

**EXCEPTIONS**

Entries 41 and 52 of the Abstract of Title shows a Mortgage against the property in favor of Great Western Bank dated August 3, 2020 filed in the office of the Story County Recorder on August 4, 2020 as Instrument No. 20-08789.

Entry 42 and 53 of the Abstract of Title shows an Assignment of Rents against the property in favor of Great Western Bank dated August 3, 2020 filed in the office of the Story County Recorder on August 4, 2020 as Instrument No. 20-08796.

Entry 34 of the Abstract of Title shows a Public Utility Easement granted to the City of Ames, Iowa over the south 10 feet of the property dated April 16, 2020 filed in the office of the Story County Recorder on May 21, 2020 as Instrument No. 20-05294. Said Easement also grants a strip of 20 feet in the southwest corner of the property extending north 154.90 feet.

Entry 54 of the Abstract of Title shows the property is zoned HOC – Highway – Oriented Commercial Zone.

Entry 55 of the Abstract of Title shows the real estate taxes on the property Story County Treasurer's Parcel No. 09-11-205-050 are paid.

GOODWIN LAW OFFICE, P.C.



Robert W. Goodwin  
Attorney at Law

RWG:jcr

Enclosures



# Treasurer's Certificate

State of Iowa )  
                  ) ss  
Story County )

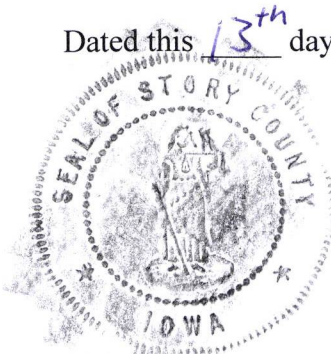
I, Ted Rasmusson, Treasurer of Story County, Iowa, in accordance with Section 354.11 of the Code of Iowa, hereby certify that the Real Property described in the attached subdivision plat to be known as:

Kingsbury's Fifth Addition.

is free from certified taxes and certified special assessments. More particularly, the Official records of my office show that all certified taxes and special assessments have been paid in full for the parcels of land presently having the following parcel identification number:

Property ID No. 09-11-205-050.

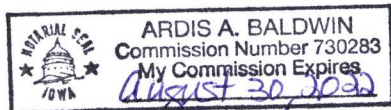
Dated this 13<sup>th</sup> day of December, 2021.



Story County Treasurer

Ted Rasmusson  
Ted Rasmusson

This document was acknowledged before me, a Notary Public, on this 13<sup>th</sup> day of December, 2021 by Ted Rasmusson, Treasurer of Story County, Iowa .



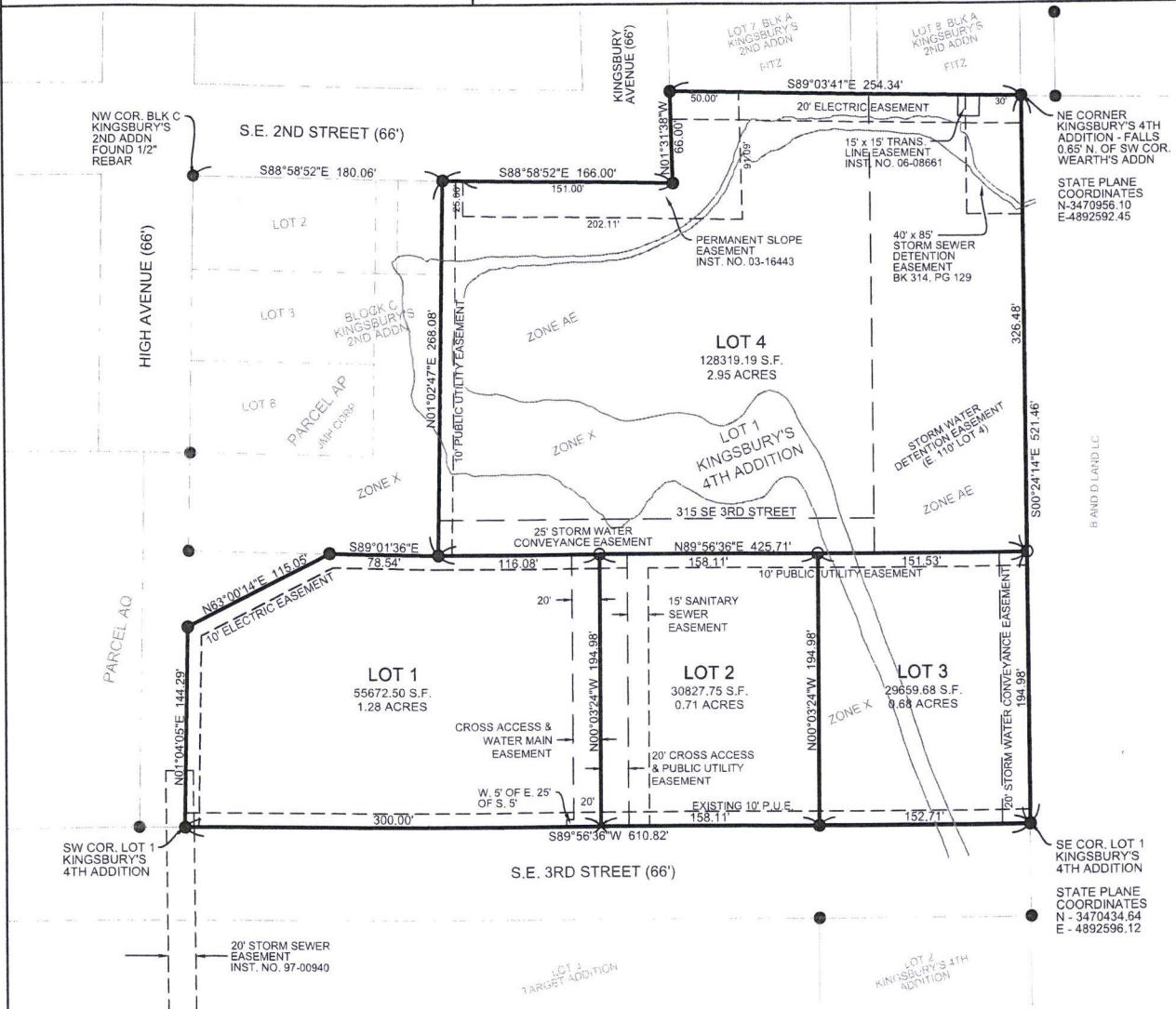
Ardis A. Baldwin  
Signature of Notary Public

# FINAL PLAT KINGSBURY'S FIFTH ADDITION

LOCATION: A SUBDIVISION OF LOT 1, KINGSBURY'S FOURTH ADDN.  
CITY OF AMES, STORY COUNTY, IOWA

PROPRIETOR: WW HOLDINGS CORPORATION

SURVEYOR: R. BRADLEY STUMBO, PLS #17161  
FOX ENGINEERING ASSOCIATES, INC.  
AMES, IA 50010  
515-233-0000



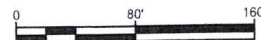
OWNER/DEVELOPER:  
WW Holdings Corporation  
204 Clark Ave.  
Ames, IA 50010

ZONING DISTRICT:  
HOC (Highway Oriented Commercial)  
Building Setbacks:  
Front: 20', 10' for fuel canopy  
Side: 5'  
Rear: 10'  
Abutting residential zoning: 20' side & rear

SURVEY DESCRIPTION:  
A subdivision of Lot 1 in Kingsbury's Fourth Addition,  
City of Ames, Story County, Iowa, containing 5.61  
acres.

NOTE:  
1. Lots lie within the Special Flood Hazard Area as  
shown on Firm Map Panel No. 19169C0163G, dated  
01/15/2021.

- = FOUND 1/2" REBAR W/  
YELLOW CAP #17161  
(UNLESS NOTED OTHERWISE)
- = SET 1/2" REBAR W/  
YELLOW CAP #17161
- ✕ = CUT 'X' IN CONCRETE



FOX Engineering 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, 2021.

11/19/21

DATE





**LUCY MARTIN**  
**Story County Auditor**  
**and**  
**Commissioner of Elections**

**Approval of Subdivision Plat Name by Story County Auditor**

Date 2-11-2022

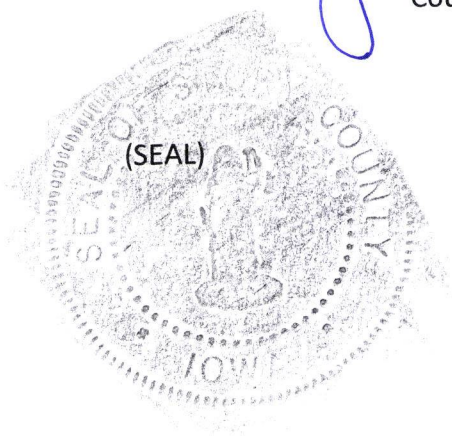
The Story County Auditor's Office has reviewed the final plat of:

KINGSBURY'S FIFTH ADDITION

Pursuant to Iowa Code §354.6(2) and §354.11(5), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.

Signed

County Auditor of Story County, Iowa



**Story County Administration, 900 Sixth Street, Nevada, Iowa 50201-2087**

**515-382-7210 Fax 515-382-7221**

**Assistant Auditor: Lisa M. Markley**

**Deputies: Kevin C. Norris • Rhonda S. Sykes**

**[www.storycountyiowa.gov/auditor](http://www.storycountyiowa.gov/auditor)**



S P A C E   A B O V E   R E S E R V E D   F O R   O F F I C I A L   U S E

Return document to: City Clerk, 515 Clark Avenue, Ames IA 50010

Document prepared by: City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010 – 515-239-5146

**City of Ames, Iowa**  
**Resolution No. 2022- 029**

***Approving final plat of Kingsbury's Fifth Addition, Ames, Story County, Iowa  
& Approving Supplemental Agreement for Public Improvements &  
Releasing Security***

**BE IT RESOLVED** by the City Council of Ames, Iowa:

- 1 The City Council has authority, as described in article III, section 38A of the Constitution of the State of Iowa and in chapters 354 and 355 of the Code of Iowa (2022) and under the ordinances of the City of Ames, to review and approve subdivision plats of lands lying within the corporate limits of the city and within two miles thereof.
- 2 The City Council finds that said subdivision plat together with all of the required attachments and submissions complies with all requirements of chapters 354 and 355 of the Code of Iowa and the platting ordinance of the City of Ames.
- 3 The City Council finds that "Supplemental Agreement for Public Improvements" which modifies certain terms of a Development Agreement filed May 12, 2020, as amended by a documented September 24, 2020, as Instrument No. 2020-11151, is acceptable and limited to the subjects contained therein but that all other prior agreements (including, but not limited to, Sidewalk Agreements) relating to the property are reaffirmed.
- 4 The City Council accepts and approves the subdivision plat to be known as:  
**KINGSBURY'S FIFTH ADDITION, AMES, STORY COUNTY, IOWA,**  
which is a replat of certain real property more particularly described as:  
    Lot 1 in Kingsbury's Fourth Addition, Ames, Story County, Iowa.
- 5 The Clerk is authorized and directed to certify and affix to said plat a true copy of this resolution in accordance with sections 354.8 and 354.11 of the Code of Iowa.
- 6 The Clerk is authorized and directed to release to the party posting the same the Substituted Security in the amount of \$17,315 held under an Amendment to Agreement for Public Improvements (at Paragraph 4) dated August 24, 2020, as said security has been duplicated by cash security provided with Kingsbury's Fifth Addition.
- 7 The City Council finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of the City of Ames and its citizens, all as provided for in and permitted by section 364.1 of the Code of Iowa (2022).

8 All other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of the City Council as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law.

**APPROVAL OF RESOLUTION:** In accordance with Iowa Code section 380.5, the undersigned approves the foregoing as enacted on February 8<sup>th</sup>, 2022, by the City Council.

**In Witness Whereof,**

I affix my signature on this  
8<sup>th</sup> day of February, 2022:



JOHN A. HAILA, MAYOR

**Attested and Sealed:**

with the seal of the City of Ames, Iowa on the date aforesaid

Affix Seal Here:

by: 

DIANE VOSS, CITY CLERK

Moved by: Gartin

Seconded by: Corrieri

Voting Aye: Beatty-Hansen, Betcher, Corrieri, Gartin, Junck, Rollins

Voting Nay: None

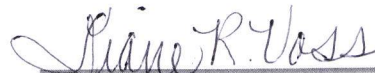
Absent: None

Mayor John A. Haila declared Resolution No. 2022- 029 adopted.

We, John A. Haila and Diane Voss, being the duly elected and appointed Mayor and City Clerk, respectively, of the City of Ames, Iowa, do hereby certify that the above and foregoing Resolution Number 2022-029 is a true and accurate copy of said Resolution, that said Resolution was duly passed and adopted by the City Council of the City of Ames, Iowa, at a duly convened meeting thereof on February 8, 2022.



JOHN A. HAILA, MAYOR



DIANE R. VOSS, CITY CLERK



Return to:  
Ames City Clerk  
Box 811  
Ames IA 50010



Prepared by and upon recordation ~~return to~~:  
Robert W. Goodwin, 2211 Philadelphia Street, Suite 101, Ames, Iowa 50010, 515-232-7390

### EASEMENT CONVEYANCE

WHEREAS, WW Holdings Corporation is the Grantor herein and is the Owner of Lot 1 in Kingsbury's Fourth Addition to the City of Ames, Story County, Iowa containing 5.61 acres, as shown in the Warranty Deed filed in the office of the Story County Recorder on August 8, 2020 as Instrument No.2020-08788.

WHEREAS, WW Holdings Corporation is in the process of platting and subdividing Lot One (1) Kingsbury's Fourth Addition, Ames, Story County, Iowa into Kingsbury's Fifth Addition to the City of Ames, Story County, Iowa.

WHEREAS, Final Plat Kingsbury's Fifth Addition is filed in the Story County, Iowa Recorder's office as Instrument Number 2022-01356 on Feb. 11, 2022. A copy of said Final Plat is attached hereto and made a part hereof by this reference.

WW Holdings Corporation, its successors and assigns, does hereby grant to the City of Ames, Iowa the following perpetual easements in and upon the above described real estate as shown on the attached Final Plat of Kingsbury's Fifth Addition, with a perpetual right of ingress and egress between the easement area and adjacent public works rights of way:

#### Electric Easement:

Lot 1: The West 10', Northwest 10', North 10'

Lot 4: The North 20' of the East 254.34', being all that part of Lot 4 lying East of Kingsbury's Avenue

#### Public Utility Easements:

Lot 1: The East 20', The West 5' of the East 25' of the South 5'

Lot 2: The East 15' of the West 35', The North 10'

Easement to  
be vacated

Lot 3: The North 10'

Lot 4: The West 10'

Surface Water Conveyance Easements:

Lot 3: The East 20'

Lot 4: The South 25', except the East 110' thereof

Storm Water Detention Easement:

Lot 4: The East 110'

Cross Access Easements:

Lot 1: The East 20', The West 5' of the East 25' of the South 5'

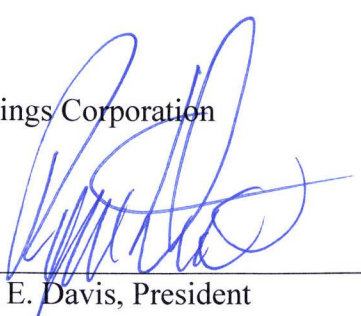
Lot 2: The West 20'

The foregoing rights are granted upon the express condition that the undersigned shall not erect or place within the easement areas identified herein any building or other structure or improvement, including, but not limited to, a retaining wall or fence, or any trees, shrubs, or other landscape plantings other than grass or comparable ground cover except with the consent of the City of Ames, Iowa. The City of Ames, Iowa shall have the right to trim or remove trees and shrubs within the easement areas identified herein to prevent damage to utility service lines of the City of Ames, Iowa located within said easement areas.

Dated this 5 day of January, 2022.

WW Holdings Corporation

By:

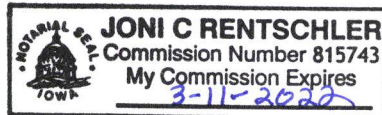
  
Ryan E. Davis, President

Easements  
to be  
vacated

State of Iowa            )  
                                  ) ss  
County of Story         )

On this 5 day of January, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared Ryan E. Davis, to me personally known, who being by me duly sworn, did say that that person is President of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said Ryan E. Davis acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Joni C. Rentschler  
Notary Public in and for the State of Iowa



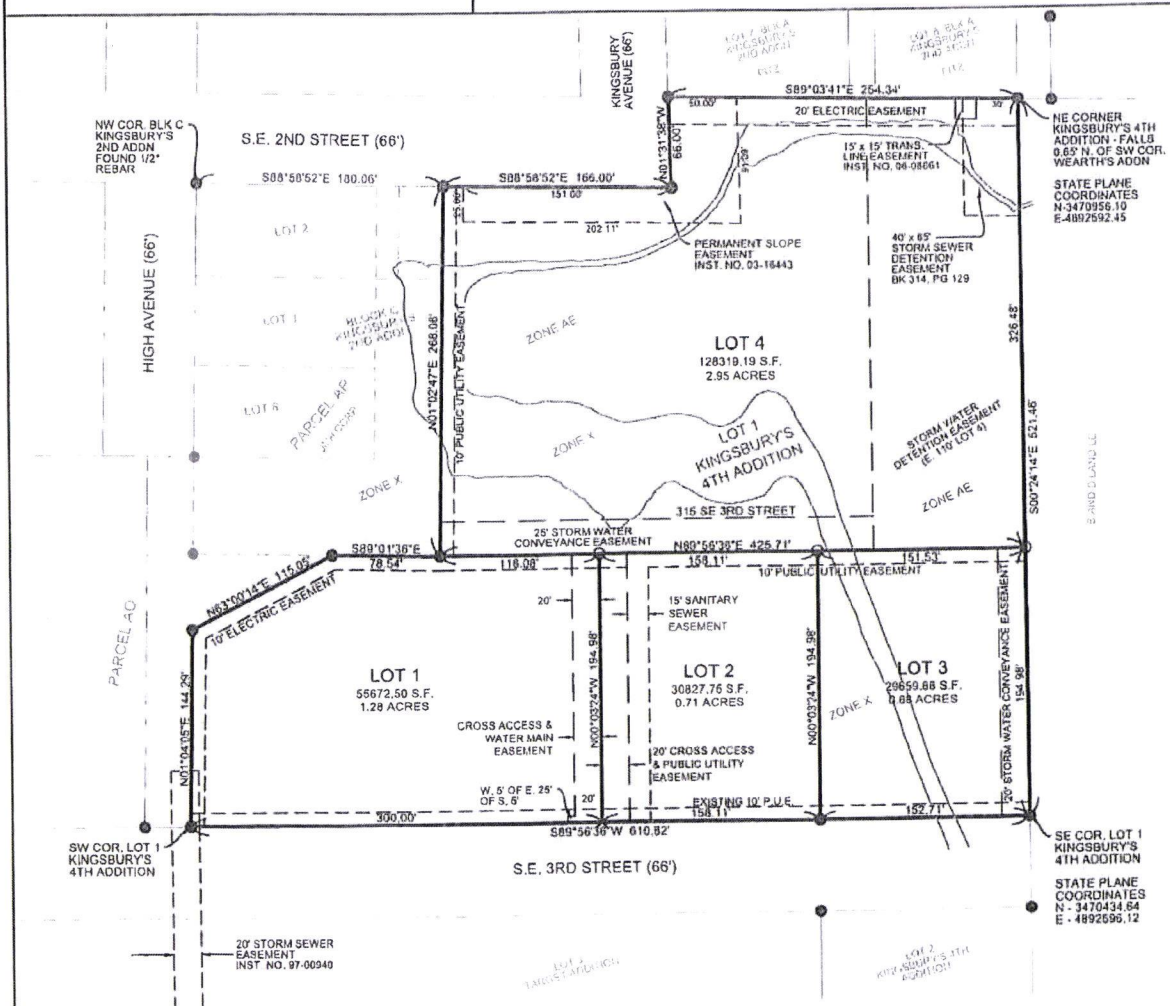


# FINAL PLAT KINGSBURY'S FIFTH ADDITION

LOCATION: A SUBDIVISION OF LOT 1, KINGSBURY'S FOURTH ADDN.  
CITY OF AMES, STORY COUNTY, IOWA

PROPRIETOR: WW HOLDINGS CORPORATION

SURVEYOR: R. BRADLEY STUMBO, PLS #17161  
FOX ENGINEERING ASSOCIATES, INC.  
AMES, IA 50010  
515-233-0000



OWNER/DEVELOPER:  
WW Holdings Corporation  
204 Clark Ave.  
Ames, IA 50010

ZONING DISTRICT:  
HOC (Highway Oriented Commercial)  
Building Setbacks:  
Front: 20', 10' for fuel canopy  
Side: 5'  
Rear: 10'  
Abutting residential zoning: 20' side & rear

SURVEY DESCRIPTION:  
A subdivision of Lot 1 in Kingsbury's Fourth Addition,  
City of Ames, Story County, Iowa, containing 5.01  
acres.

NOTE:  
1. Lots lie within the Special Flood Hazard Area as  
shown on Firm Map Panel No. 19169C0163G, dated  
01/15/2021.

- = FOUND 1/2" REBAR W/  
YELLOW CAP #17161  
(UNLESS NOTED OTHERWISE)
- = SET 1/2" REBAR W/  
YELLOW CAP #17161
- X = CUT 'X' IN CONCRETE

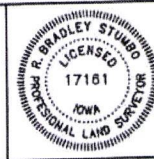


FOX Engineering Associates, Inc.  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 233-0000  
FAX: (515) 233-0103

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, 2021.

11/19/21  
DATE



ITEM #:	3
DATE:	12-23-25
DEPT:	P&H

## COUNCIL ACTION FORM

**SUBJECT: AMENDMENTS TO DEVELOPMENT AGREEMENT AND HOME AGREEMENT WITH TOWNHOMES AT CREEKSIDE, LLLP, FOR A LIHTC AFFORDABLE HOUSING DEVELOPMENT AT 3216 TRIPP STREET ON LOT 27 IN BAKER SUBDIVISION**

### BACKGROUND:

The City Council selected Hatch Development Group in 2023 as its partner to develop a 38-unit Low-Income Housing Tax Credit (LIHTC) multifamily rental housing project on Lot 27 in the Baker Subdivision, located at 3216 Tripp Street. The developer, now known as Townhomes at Creekside, LLLP, was awarded \$9,539,896 in tax credits in July 2023 for the development of the project. In addition to donating the land, the City also provided \$2.1 million in City HOME Funding to help fill the project's funding gap. The Major Site Development Plan for the project was approved in March 2024. Construction of the project began in July 2024.

**With the City's HOME funding, certain conditions were agreed upon regarding the provision of eight (8) designated HOME units and four (4) additional units for Section 8 voucher holders.** The City's goal was to ensure that the project would prioritize serving low-income families, especially households with incomes at or below 50% of the Ames Median Income Limits, which would include a mix of unit sizes, of 2-, 3-, and 4-bedroom units. **In this regard, the City's designated HOME units would be all three (3) bedroom units, and the Section 8 units would be comprised of two-, three-, and four-bedroom units, to be made available and prioritized for leasing to Section 8 voucher holders.**

Development of the site was subject to both a City Development Agreement to address City requirements and a separate City HOME Funds agreement to ensure compliance with HUD requirements. **A key provision of the "original" agreements was to keep the four (4) Section 8 units open for up to 60 days to find an eligible voucher holder. After 60 days, any qualified low-income household could occupy a unit. Additionally, the HOME units are to be designated units in the project, separate from the Section 8 units.**

Creekside completed construction of the project in July 2025 and, as of December 1, reports that the project is 100% leased. The developer is responsible for submitting reports to the State, the City, and its LIHTC financier regarding the project's compliance with leasing standards to maintain its eligibility to receive tax credits.

Following the developer's and City staff's recent review of the Development Agreement and the City's HOME agreement, it was determined that clarifications and adjustments to both agreements were needed to ensure consistency with the intent. The focus of the changes is primarily directed to the accounting of the four (4) Section 8 units and the updated language regarding the occupancy of specific City HOME Units.

The Developer has been on able to lease three of the four Section 8 units within the prescribed 60 day limitation. Additionally, one of the three voucher holders is occupying a City

HOME unit. **Staff believes that one of the main reasons that the Developer was unable to lease all four of the Section 8 homes is that HUD has suspended the Central Iowa Regional Housing Authority (CIRHA) from issuing any new Section 8 Vouchers for the past year.** This has significantly impacted the Developer's pool of Voucher holders to select. The one (1) Voucher holder that was leased in a City HOME unit was due to the fact that the unit was a handicapped unit, and that the Voucher holder could not be denied a handicapped accessible unit.

**To assist the developer's administration of the project requirements and to address the City's goal to prioritize low-income family households, the following changes are proposed to make both the Development Agreement and HOME Agreement consistent:**

1. Maintain a requirement for four (4) Section 8 Units within the project, but only require that one (1) of those units is maintained as a four-bedroom option. This means any other unit type in the project, 2,3, or 4 bedrooms, including the HOME units, could be used to house a Section 8 voucher holder if they otherwise meet qualification requirements. (Requires change in both Developer Agreement and HOME Agreement)
2. Include the 60-day vacancy language for prioritizing the four (4) Section 8 Units to be occupied by voucher holders as part of the Developer Agreement. (Requires change in Developer Agreement)
3. Add a requirement that the developer provide leasing and qualification records to the City on a quarterly basis. (Requires change in both Developer Agreement and HOME Agreement)
4. Add a requirement to include within the project marketing information that they accept Section 8 voucher holders. (Requires change in both Developer Agreement and HOME Agreement)
5. Include a listing of the designated home units and their addresses. (Requires change in both Developer Agreement and HOME Agreement)

**Overall, these changes make both agreements consistent and easier to administer.** The changes still require that at least four Section 8 voucher holders be accommodated within the project, subject to the 60-day allowance, but other than one specific 4-bedroom unit, the Developer has greater flexibility in selecting a unit for a Section 8 household.

#### **ALTERNATIVES:**

1. Approve amendments to both the Development and the HOME agreements with Townhomes at Creekside, LLLP, for a LIHTC Affordable Housing Development at 3216 Tripp Street on Lot 27 in the Baker Subdivision.
2. Do not approve the Amendments to the Development and the HOME agreements.

#### **CITY MANAGER'S RECOMMENDED ACTION:**

**The Developer's requested changes to the Development Agreement and the HOME Agreement with Townhomes at Creekside, LLLP, help to clarify expectations and**

**provide some flexibility to the Developer for administration of the City's Section 8 unit requirements. Overall, the changes maintain opportunities for Section 8 family households, which was an initial goal of the City for this affordable housing project. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, as described above.**

**ATTACHMENT(S):**

[Baker Amendment 20251218 v7 Final.pdf](#)

SPACE ABOVE RESERVED FOR OFFICIAL USE

Return document to: City Clerk, 515 Clark Avenue, Ames IA 50010

Document prepared by: Mark O. Lambert, City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010 – 515-239-5146

## AMENDMENT

THIS IS AN AMENDMENT made by and between City and Developer upon the following terms and conditions:

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

1.1 "City" means the City of Ames, Iowa, an Iowa municipal corporation.

1.2 "Developer" or "Borrower" means Townhomes at Creekside, LLLP, an Iowa limited liability limited partnership.

1.3 "Development Agreement" means that certain agreement between City and Developer filed in the office of the Recorder of Story County, Iowa, on April 1, 2024, and recorded as Inst. No. 24-01919.

1.4 "HOME Agreement" means that certain agreement between City and Borrower filed in the office of the Recorder of Story County, Iowa, on June 18, 2024, and recorded as Inst. No. 24-04144.

1.5 "Project" has the same definition as in the Development Agreement at section 1.01(k), which is located upon certain real property legally described as:

Lot 27, Baker Subdivision, Ames, Story County, Iowa.

1.6 "Amendment" means this instrument in its entirety executed by the parties hereto.

2 **Purpose.** City and Developer desire to amend the HOME Agreement and the Development Agreement.

3 **Development Agreement Amended.** Section 6.02 of the Development Agreement is hereby deleted, and the following is inserted in lieu thereof:

**Section 6.02 City Affordability Requirements.** The HOME Units shall be leased to tenant eligible households with incomes at or between 30%-50% of the Ames Area Median Income (AAMI). Additionally, Developer shall maintain a total of four (4) of the total thirty-eight (38) units ("Section 8 Units") for Section 8 Housing Choice Voucher participants. Of the four (4) Section 8 Housing Choice units, one unit must be a 4 bedroom unit at all times. Tenants who are Section 8 voucher holders may occupy a City HOME Unit. Any Section 8 Housing Choice unit may also be a City HOME Unit. All HOME Units shall be leased at the lesser of the

area fair market rents established by HUD or at the high HOME rent limit all in compliance with HUD HOME guidelines. Developer will prioritize the processing of rental applications from Section 8 Housing Choice Voucher participants who meet the tenant selection policies of the Iowa Finance Authority with no limit on how many units that such participants occupy. Developer shall ensure that online advertising for the Project states that the property accepts Section 8 Housing Voucher participants. Developer shall provide quarterly reports on the status of all Section 8 voucher applicants and tenants for City review.

In the event Developer does not locate, or receive applications from, a sufficient number of prospective tenants who are Section 8 Housing Choice Voucher participants to occupy such four (4) units within sixty (60) days of any such unit being vacant and ready for lease-up, any such units that remain vacant may be advertised and leased to other eligible applicants. Developer shall give preference to Section 8 Housing Choice Voucher participants if there are multiple applicants for an available unit.

The HOME units will be fixed during the Affordability Period and include the following units: (1) Unit 4-101 (3250 Tripp St.), (2) Unit 5-106 (3240 Tripp St.), (3) Unit 8-103 (3240 Tripp St.), (4) Unit 9-102 (3240 Tripp St.), (5) Unit 12-105 (3230 Tripp St.), (6) Unit 18-102 (3200 Tripp St.), (7) Unit 20-104 (3200 Tripp St.), and (8) Unit 21-105 (3200 Tripp St.).

**4 HOME Agreement Amended.** Paragraph 2(a)(iii) is hereby deleted, and the following is inserted in lieu thereof.

- iii. Fixed or Floating Units. The HOME units will be fixed during the Affordability Period and include the following units: (1) Unit 4-101 (3250 Tripp St.), (2) Unit 5-106 (3240 Tripp St.), (3) Unit 8-103 (3240 Tripp St.), (4) Unit 9-102 (3240 Tripp St.), (5) Unit 12-105 (3230 Tripp St.), (6) Unit 18-102 (3200 Tripp St.), (7) Unit 20-104 (3200 Tripp St.), and (8) Unit 21-105 (3200 Tripp St.).

**5 HOME Agreement Amended.** Paragraph vi of Section 8(b) is hereby deleted, and the following is inserted in lieu thereof.

- vi. Borrower shall set aside and designate four (4) units for Section 8 Housing Choice Voucher participants. Of the four (4) Section 8 Housing Choice units, one unit must be a 4 bedroom unit at all times. Tenants who are Section 8 voucher holders may occupy a City HOME Unit. Borrower will prioritize the processing of rental applications from Section 8 Housing Choice Voucher participants who meet the tenant selection policies of the Iowa Finance Authority with no limit on how many units that such participants occupy. Borrower shall ensure that online advertising for the Project states that the property accepts Section 8 Housing Voucher participants. Notwithstanding the foregoing and anything herein to the contrary, in the event Developer does not locate, or receive applications from, a sufficient number of prospective tenants who are Section 8 Housing Choice Voucher participants to occupy such four (4) units within sixty (60) days of any such unit being vacant and ready for lease-up, any such units

that remain vacant may be advertised and leased to other eligible applicants. Borrower acknowledges that pursuant to the rules and regulations in connection with the low-income housing tax credit program, Borrower may not refuse to lease any unit in the project to a prospective tenant who holds a voucher or certificate of eligibility for assistance pursuant to Section 8 of the United States Housing Act of 1937, as amended, because of the status of such prospective tenant as the holder of such voucher or certificate. All HOME Units shall be leased to eligible households at the lesser of the area fair market rents established by HUD or at the high HOME rent limit in compliance with HUD HOME guidelines. Borrower shall give preference to Section 8 Housing Choice Voucher participants if there are multiple applicants for an available unit. Borrower shall provide quarterly reports on the status of all Section 8 voucher applicants and tenants.

- 6 **Interpretation.** Words and phrases used in this Amendment shall be construed as in the single or plural number, and as masculine, feminine, or neuter gender, according to the context. The paragraph headings in this Amendment are for convenience only and in no way define or limit the scope or intent of any provisions of this Amendment. This Amendment may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Any counterpart of this Amendment may be executed by facsimile signatures on the part of one or more of the parties hereto provided that each signature page containing a facsimile signature on behalf of any one party also contains an original signature on behalf of at least one other party.
- 7 **Severability.** If any part of this Amendment shall be adjudged invalid or unenforceable such adjudication shall not affect the validity or enforceability of this Amendment as a whole or any part thereof not adjudged invalid or unenforceable.
- 8 **Entire Agreement/Reaffirmation.** This instrument constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior statements, representations, promises and agreements, oral or written. No addition to or change in the terms of this amendment shall be binding upon the parties unless it is expressed in a writing signed by the parties. Except as amended by this instrument, City and Developer hereby reaffirm in all other respects the HOME Agreement and the Development Agreement.
- IN WITNESS OF THIS AMENDMENT, Developer and City have executed this instrument under date of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**TOWNHOMES AT CREEKSIDE, LLLP,**  
an Iowa limited liability limited partnership,

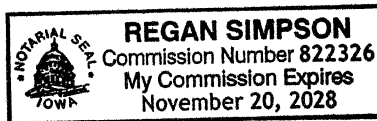
By: TOWNHOMES AT CREEKSIDE, GP, LLC,  
an Iowa limited liability company, its General  
Partner

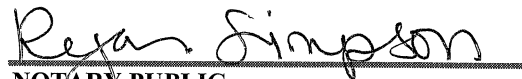
Dated 12-18, 2025.

By:   
Michael Kiernan, Managing Member

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

This instrument was acknowledged before me on December 18<sup>th</sup>, 2025, by Michael Kiernan, as Managing Member of Townhomes at Creekside, GP, LLC, the General Partner of Townhomes at Creekside, LLLP.



  
NOTARY PUBLIC



Passed and approved on \_\_\_\_\_, 2025, by Resolution No. 25-  
\_\_\_\_\_ adopted by the City Council of the City of Ames, Iowa.

**CITY OF AMES, IOWA**

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

At-  
test: \_\_\_\_\_  
**Carly M. Watson, Deputy City Clerk**

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

This instrument was acknowledged before me on \_\_\_\_\_, 202\_\_\_\_\_,  
by John A. Haila and Carly M. Watson, as Mayor and Deputy City Clerk, respectively, of the City  
of Ames, Iowa.

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

ITEM #:	<u>4</u>
DATE:	<u>12-23-25</u>
DEPT:	<u>PW</u>

## COUNCIL ACTION FORM

**SUBJECT: EXTENSION OF LEASE FOR 220 FREEL DRIVE**

### BACKGROUND:

The City of Ames has an executed installment purchase contract with Freel Family LP for land at 220 Freel Drive. **This property is one of the lots where plans are being developed for the new Resource Recovery and Recycling Campus (R3C).** The City closed on this property on July 18, 2025. The installment purchase contract obligates the City to pay the owner over several years.

At the time the contract was executed, Freel Family LP was leasing the land at 220 Freel Drive to Waste Management of Iowa, Inc. for a staging area for roll-off dumpsters and other waste receptacles for servicing Waste Management's customers. This lease was known by the City at the time of closing on the property. **The existing lease was inherited by the City of Ames through the installment purchase contract and is set to expire on December 31, 2025. In September 2025, staff issued a notice to Waste Management that the lease would not be renewed.**

Staff from Waste Management of Iowa, Inc. has approached the City in an effort to obtain an extension to the end date of the lease in order for them to continue planning for a new location for their services and assist in the logistics of moving their equipment off the property at 220 Freel Drive. **In exchange for the extension, a lease payment of \$750 will be made by Waste Management of Iowa. It is important to note that under the City's current installment purchase contract all lease payments, including this extension, are payable to Freel Family LP.**

**Waste Management originally requested a lease extension of 60 days. However, City staff was concerned about the impact of this request on the City's ability to proceed in a timely manner on construction of the R3C. However, acknowledging the disruption this transfer of ownership has on Waste Management, and potential to further disrupt Waste Management's service to Ames customers, staff believes a 30-day extension can be accommodated.**

**Additionally, Waste Management of Iowa, Inc. has been a long-term partner at the existing Resource Recovery Plant (RRP) by providing services for hauling reject material to the Boone County Landfill. This partnership has been key in the success of the RRP and this lease extension will help Waste Management of Iowa, Inc as it transitions to a new property.**

**A 30-day extension should not have a substantial impact on the R3C project. The extension contains a provision that excuses the City from having to issue a new notice of termination of the lease.** No onsite work will be occurring during this requested 30-day extension. The only onsite activities that need to occur during the winter months is clearing and removal of trees that will conflict with the location of future R3C construction activities.

The tree clearing activities will be contracted separately by the City and must be completed prior to April 1, 2026 in order to be in compliance with the Endangered Species Act regarding the Indiana Bat. These activities can take place in the months of February and March 2026, which is likely the same time frame that bids will be received for the R3C construction.

**ALTERNATIVES:**

1. Approve the lease extension with Waste Management of Iowa, Inc. by thirty (30) days with an expiration on January 30, 2026.
2. Direct staff to negotiate different terms for the lease extension.
3. Do not approve a lease extension with Waste Management of Iowa.

**CITY MANAGER'S RECOMMENDED ACTION:**

**The extension of the lease by thirty days will not impact the continued development of the R3C project. Waste Management of Iowa, Inc. has been a vital team member in the current RRP process and accommodating this request builds upon that relationship as City transitions away from waste-to-energy into the new R3C project.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative 1, as described above.

**ATTACHMENT(S):**

[Seventh Amendment to Lease \(Ames IA\) 11.26.25.docx.pdf](#)  
[220 Freel Drive.pdf](#)

## **SEVENTH AMENDMENT TO LEASE**

This SEVENTH AMENDMENT TO LEASE AGREEMENT (the “Amendment”) is made as of the date of the last Party to sign this Amendment by and between THE CITY OF AMES (“Landlord”) and WASTE MANAGEMENT OF IOWA, INC., an Iowa corporation (the “Tenant”). Landlord and Tenant are each individually also referred to as a “Party” and collectively, as the “Parties.”

### **WITNESSETH:**

WHEREAS, Freel Family LP (“Freel”) and Tenant entered into that certain Agreement for Lease of Real Estate dated October 14, 2009 (the “Original Lease”), as amended by that certain First Amendment to Lease dated January 1, 2017 (the “First Amendment”), as amended by that certain Second Amendment to Lease dated November 18, 2018 (the “Second Amendment”), as amended by that certain Third Amendment to Lease dated November 20, 2019 (the “Third Amendment”), as amended by that certain Fourth Amendment to Lease dated September 28, 2020 (the “Fourth Amendment”), as amended by that certain Fifth Amendment to Lease dated December 24, 2021 (the “Fifth Amendment”), as amended by that certain Sixth Amendment to Lease dated November 29, 2022 (the “Sixth Amendment” together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Original Lease, the “Lease”) for certain real estate consisting of approximately three (3) acres and as more commonly known as 220 Freel Drive, Ames, IA 50010 (the “Premises”) as further depicted and described in the Lease; and

WHEREAS, Landlord purchased the Premises from Freel; and

WHEREAS, the Parties wish to amend the terms of the Lease in accordance with this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Capitalized terms not defined herein shall have the meaning ascribed to such term in the Lease.
2. Landlord and Tenant hereby agree that the Term of the Lease is extended for an additional thirty (30) days, such that the Lease shall now expire on January 30, 2026. The parties agree that no further notice of lease termination will be issued or is required.
3. All other terms and conditions of the Lease that are not modified by this Amendment shall continue in full force and effect. Each Party represents and warrants to the other that (i) the individual executing this Amendment on behalf of such Party is authorized to execute this Amendment on behalf of said Party and (ii) it has taken all actions required by law to approve the execution of this Amendment.

4. This Amendment includes all amendments, modifications and changes to the Lease upon which the Parties have agreed to as of the date of this Amendment. The Provisions of this Amendment are intended to amend and supplement the provisions of the Lease and shall be construed so as to avoid conflicts between their respective terms, however, that in the event of a conflict or inconsistency between the provisions of this Amendment and the Lease, the terms and provisions of this Amendment shall control. As amended by this Amendment, the Lease is hereby ratified and affirmed and remains in full force and effect.

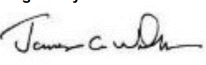
5. This Amendment may be executed by the Parties in any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the Parties, notwithstanding that all the Parties are not signatories to the same counterpart. This Amendment may be executed by electronic means (such as Docusign) and transmitted by electronic means (such as an executed pdf document emailed by a Party), and each counterpart executed and transmitted by facsimile or email shall have the same force and effect as an originally executed document. At the request of a Party, a Party executing and transmitting a facsimile and/or electronic executed copy of this Amendment will execute and deliver an originally executed copy of the same to the requesting Party.

[signature page to follow]

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Amendment as of the date of the last Party to sign this Amendment.

**TENANT:**

WASTE MANAGEMENT OF IOWA, INC.,  
an Iowa corporation

By:  Signed by: E8DFC934632542E...  
James A. Wilson, Vice President  
Date: 12/15/2025

**LANDLORD:**

THE CITY OF AMES

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

**ATTEST:**

By: \_\_\_\_\_  
Name: Renee Hall, Ames City Clerk  
Date: \_\_\_\_\_





220 Freel Drive

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



NORTH

## COUNCIL ACTION FORM

**SUBJECT: FURNITURE FOR FITCH FAMILY INDOOR AQUATIC CENTER**

### BACKGROUND:

Staff worked with a consultant to design furnishings for the new Fitch Family Indoor Aquatic Center (FFIAC). The goals for the facility furnishings include: 1) to create a welcoming and fun environment to enhance the user experience while supporting operations, 2) withstand the demands of the aquatic environment, and 3) minimize maintenance. Locations for these furnishings include office/administrative spaces, wet classroom/party rooms, multipurpose rooms, the lobby space, and the maintenance office.

An Invitation to Bid was issued for these items on December 2, 2025. On December 16, 2025, bids were received as follows:

Bidder	Lines Responded	Furniture and Installation Cost
All Makes, Des Moines, IA	73	\$148,195.17
Indoff Commercial Interiors, St. Louis, MO	54	\$96,914.00

**Although Indoff Commercial Interiors submitted the lowest bid, it was found to be non-responsive because it did not include pricing for all required line items.** All Makes of Des Moines, Iowa was determined to be the lowest responsive and responsible bidder for all products and fully meeting the specified requirements.

The cost for the Fitch Family Indoor Aquatic Center furnishings is \$148,195.17. Funding is budgeted as part of the Owner's Furniture, Fixtures, and Equipment (FFE) budget of the FFIAC project in the amount of \$500,000.

### ALTERNATIVES:

1. Award a contract for furniture for Fitch Family Indoor Aquatic Center to All Makes, of Des Moines, IA in the amount of \$148,195.17.
2. Do not award the contract to All Makes, of Des Moines, IA and refer this item back to staff.
3. Reject all bids.

### CITY MANAGER'S RECOMMENDED ACTION:

**Purchasing new furniture for the Fitch Family Indoor Aquatic Center was part of the budgeted project and is designed to enhance the user experience and support operations.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.



## COUNCIL ACTION FORM

**SUBJECT: PROCUREMENT OF UV DISINFECTION PARTS AND SUPPLIES AT WATER POLLUTION CONTROL FACILITY**

### BACKGROUND:

In 2010, the Water Pollution Control Facility's (WPCF) National Pollutant Discharge Elimination System (NPDES) Permit required installation of a disinfection system for effluent prior to release into the receiving stream. The WPCF utilizes ultraviolet (UV) light technology to disinfect the effluent. UV is critical to the treatment process, serving as the primary method for deactivation of pathogenic organisms' ability to reproduce and cause illness.

**The effectiveness of a UV disinfection system depends significantly on the intensity of UV radiation. The primary factor affecting the intensity is the age of the lamps which have a limited life for effective treatment. As lamps age, the light intensity falls off and reduces their efficiency.** The manufacturer recommends replacement of the lamps after 12,000 hours of run time; approximately every two years. Additional wear and maintenance parts requiring annual replenishment include quartz sleeves that protect the bulbs, ballasts, and a specialized cleaning solution for the automatic sleeve cleaning system. Staff recommends the purchase of the approximately half of the required lamps, quartz sleeves, ballasts, and cleaning solution each year to help balance the costs between fiscal years.

In the past, staff has purchased aftermarket manufactured lamps but found that they worked poorly and led to operational difficulties. Water and Pollution Control staff has worked with the Purchasing Division to ensure that a single source purchase complies with the adopted Purchasing Policies. **The price quoted for replacement parts and supplies this year is \$57,145.10. Funding for this purchase is available from the \$150,000 included in FY 2025/26 operating budget for equipment parts/supplies.**

### ALTERNATIVES:

1. Approve the single source procurement of OEM lamps and supplies from Trojan Technologies Corp in the amount of \$57,145.10.
2. Do not authorize the procurement of replacement UV lamps from Trojan UV at this time. Failure to replenish the wear parts and supplies will eventually result in a violation of the facility's discharge permit and increase pathogen levels in the South Skunk River.

### CITY MANAGER'S RECOMMENDED ACTION:

As UV lamps age, the light intensity decreases and reduces their effectiveness in disinfection of the effluent. Proper maintenance of the UV system helps protect the water quality in the South Skunk River and ensures continued compliance with the Water Pollution Control Facility's discharge permit. The Trojan Technologies Corp lamps have a proven track record of disinfecting for the rated 12,000 hours when used in conjunction with their OEM quartz

sleeves, ballasts, and cleaning solution. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

## COUNCIL ACTION FORM

**SUBJECT: 2024/25 MULTI-MODAL ROADWAY IMPROVEMENTS  
(6TH STREET, NORTH OF CITY HALL)**

### BACKGROUND:

Multi-modal transportation refers to the variety of modes used by Ames residents to travel the transportation system. The modes specifically addressed in this program include bicycling and automobiles.

**This project included improvements to the sidewalk along 6th Street, adjacent to the north side of City Hall (see attached map).** This sidewalk did not have pedestrian ramps and slopes in compliance with American with Disabilities Act (ADA) requirements and frequently experienced conflicts with parked vehicles. In addition to the sidewalk work, improvements were also made to the Police parking area, lighting, and drainage along 6th Street.

On August 12, 2025, City Council awarded the project to MidState Solution, LLC of Baxter, Iowa in the amount of \$125,151.50. Change Order No. 1 was administratively approved by staff in the amount of \$3,778 to reflect final field measured quantities. **Construction was completed in the amount of \$128,929.50.** The revenues and expenses for the project are as follows:

Revenues		Expenses	
Road Use Tax (Multi-Modal Roadway Improvements Savings)	\$130,000		
General Fund (FY 2024/25 Savings from Facilities)	\$25,000		
		Design	\$16,262.00
		Final Construction ( <b>this Council action</b> )	<b>\$128,929.50</b>
		Design/Construction Administration	\$9,808.50
<b>Total</b>	<b>\$155,000</b>	<b>Total</b>	<b>\$155,000.00</b>

### ALTERNATIVES:

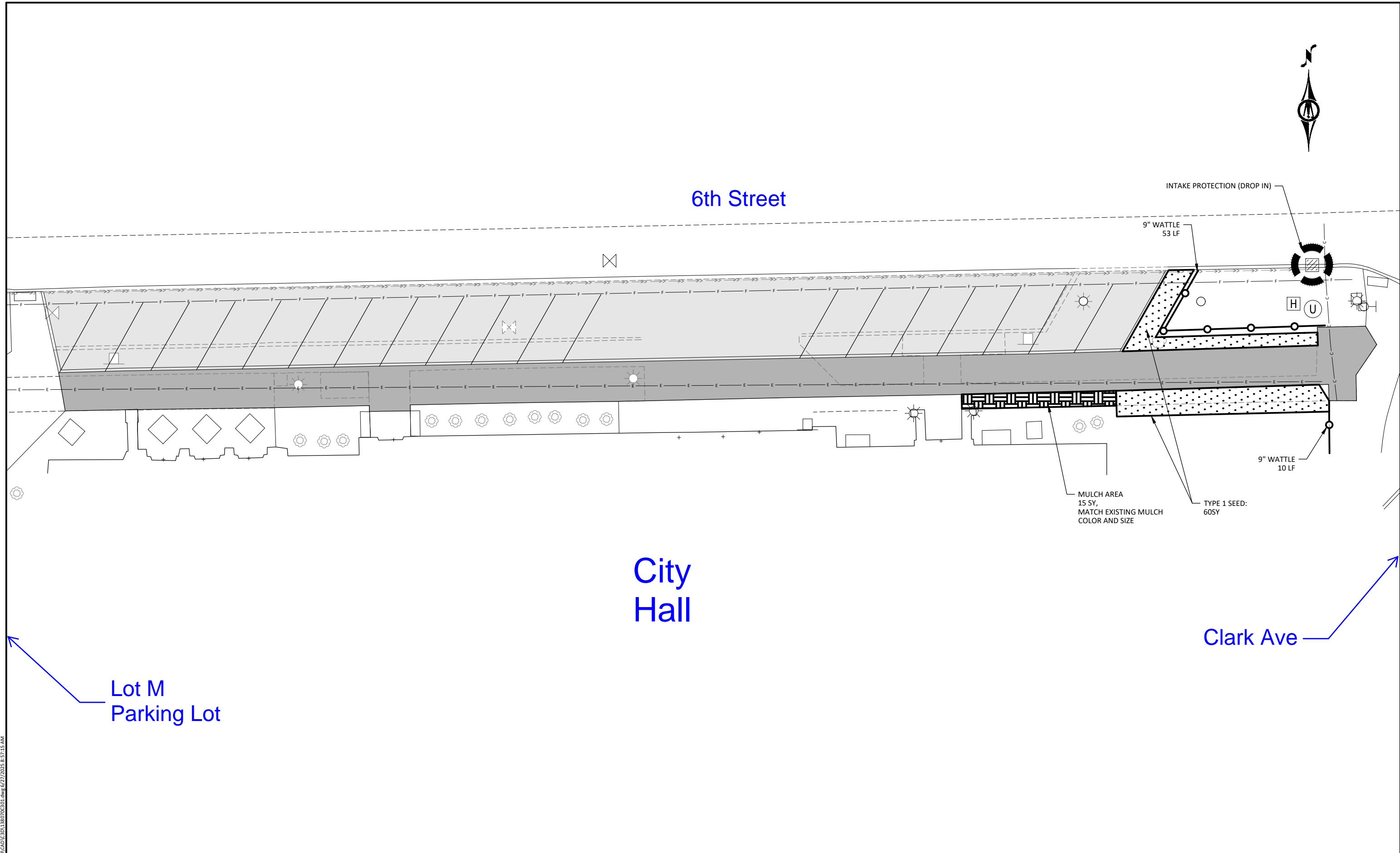
1. Accept the 2024/25 Multi-Modal Roadway Improvements (6th Street, North of City Hall) as completed by MidState Solution, LLC of Baxter, Iowa, in the amount of \$128,929.50.
2. Direct staff to pursue modifications to the project.

**CITY MANAGER'S RECOMMENDED ACTION:**

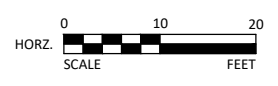
**The project has now been completed in accordance with the approved plans and specifications.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

**ATTACHMENT(S):**

[6th\\_Street\\_Project\\_Map.pdf](#)



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**BOLTON  
& MENK**

1519 BALTIMORE DRIVE  
AMES, IOWA 50010  
Phone: (515) 233-6100  
Email: Ames@bolton-menk.com  
www.bolton-menk.com



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CLIENT PROJ. NO.			
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CITY OF AMES
2024/2025 MULTIMODAL ROADWAY IMPROVEMENTS
EROSION CONTROL



## COUNCIL ACTION FORM

**SUBJECT: 2021/22 STORMWATER DETENTION/RETENTION MAINTENANCE PROGRAM - (NORTHRIDGE HEIGHTS POND)**

### BACKGROUND:

This annual program provides for long-term maintenance of stormwater detention facilities within the City of Ames. These facilities provide regional stormwater detention and retention across the community.

**As a standard provision of developers' agreements, the City of Ames has responsibility for the long-term maintenance of many of these facilities in residential areas.** As these facilities age, sediment accumulates, volunteer vegetation becomes more prevalent, erosion occurs, and structures need to be improved. **The program location for this project was the Northridge Heights Pond.**

On April 9, 2024, City Council awarded the contract to Tallgrass Land Stewardship Co., of Waukee, Iowa in the amount of \$111,600. To date, staff and City Council have approved eight change orders totaling \$37,258.50. Change Order No. 9 (balancing), administratively approved by staff, resulted in an increase of \$3,537. The balancing change order reflects the actual measured quantities completed during construction. **Construction was completed in the amount of \$152,395.50.**

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

Description	Available Revenue	Expenses
21/22 Stormwater Det/Ret (Stormwater Utility Fund)	\$150,000.00	
Project Savings in Stormwater Utility Fund	50,000.00	
Construction (As Bid)		\$111,600.00
Change Orders (Previously approved)		40,795.50
Final Construction ( <b>This Council Action</b> )		152,395.50
Engineering/Administration		35,000.00
<b>TOTAL</b>	<b>\$200,000.00</b>	<b>\$187,395.50</b>

Remaining revenue will be returned to the Stormwater Utility Fund and prioritized for future stormwater projects.

### ALTERNATIVES:

1. Accept the 2021/22 Stormwater Detention/Retention Maintenance Program (Northridge Heights Pond) project as complete by Tallgrass Land Stewardship Co., of Waukee, Iowa, in the amount of \$152,395.50.
2. Direct staff to pursue changes to the project.

**CITY MANAGER'S RECOMMENDED ACTION:**

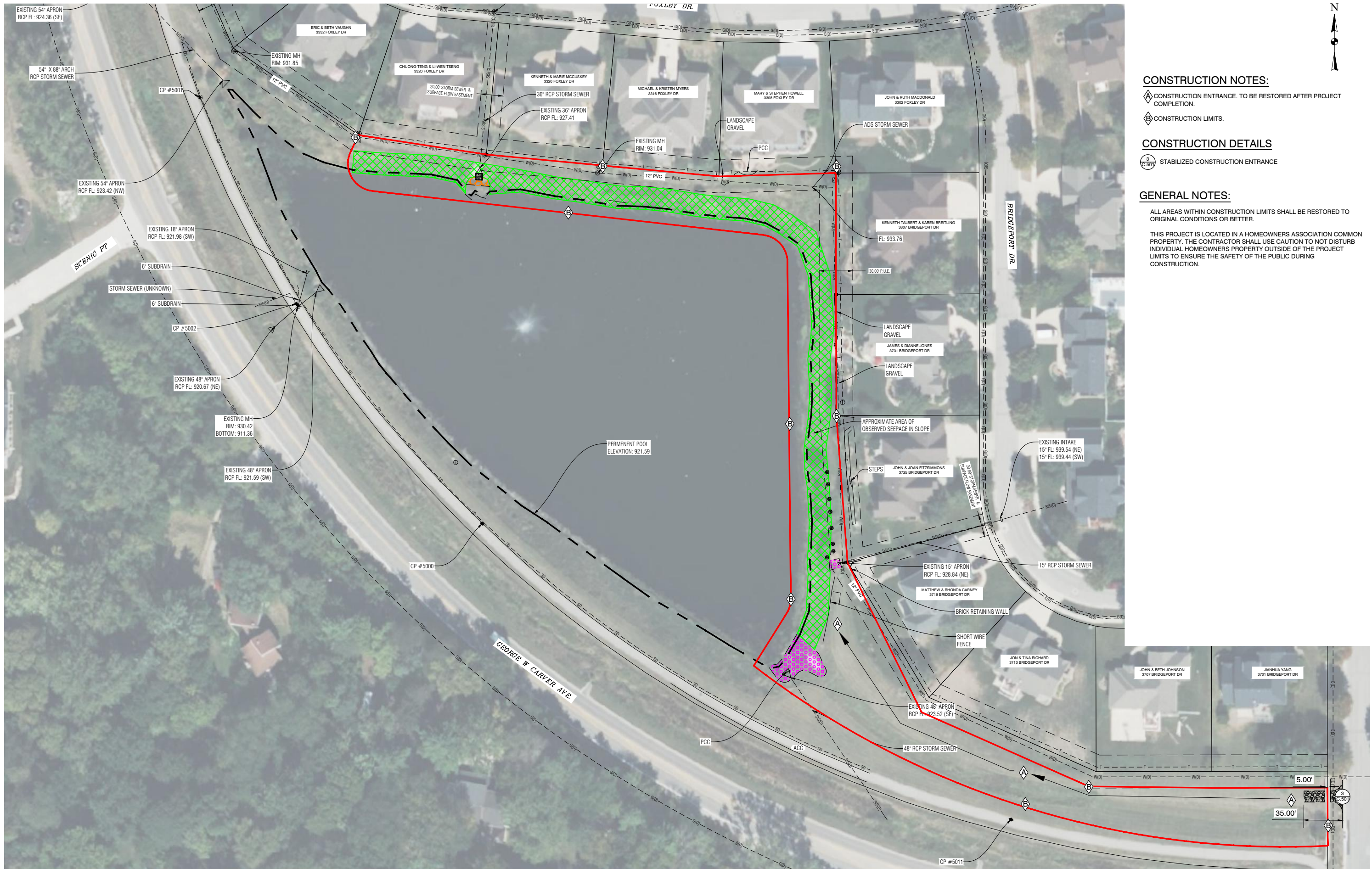
**This project has been completed in accordance with the approved plans and specifications.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

**ATTACHMENT(S):**

[Project Map.pdf](#)



J:\23-WR-0073\dwgS\ Sheets\23WR0073-C.201 (Construction Boundary).dwg - C.201 CONSTRUCTION BOUNDARY - 01-25-24 - 11:21am - na286



- CONSTRUCTION NOTES:**
- Ⓐ CONSTRUCTION ENTRANCE. TO BE RESTORED AFTER PROJECT COMPLETION.
  - Ⓑ CONSTRUCTION LIMITS.

- CONSTRUCTION DETAILS**
- 3 Ⓒ 501 STABILIZED CONSTRUCTION ENTRANCE

**GENERAL NOTES:**

ALL AREAS WITHIN CONSTRUCTION LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS OR BETTER.

THIS PROJECT IS LOCATED IN A HOMEOWNERS ASSOCIATION COMMON PROPERTY. THE CONTRACTOR SHALL USE CAUTION TO NOT DISTURB INDIVIDUAL HOMEOWNERS PROPERTY OUTSIDE OF THE PROJECT LIMITS TO ENSURE THE SAFETY OF THE PUBLIC DURING CONSTRUCTION.

GRAPHIC SCALE

0

40'

80'

120'

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA

Clapsaddle-Garber Associates, Inc.  
1523 S. Bell Ave. Suite 101  
Ames, Iowa 50010  
Ph 515-282-1794  
www.cgaconsultants.com

DESIGNED: JMG

DATE: ---

DRAWN: JMG

DATE: ---

CHECKED: MMB

DATE: ---

APPROVED: TSM

DATE: ---

NORTHEDGE HEIGHTS STORM WATER FACILITY REHAB

AMES, IOWA

CONSTRUCTION BOUNDARY

PROJECT NO.

23-WR-0073

SHEET NO.

C.201



## **SEVENTH AMENDMENT TO LEASE**

This SEVENTH AMENDMENT TO LEASE AGREEMENT (the “Amendment”) is made as of the date of the last Party to sign this Amendment by and between THE CITY OF AMES (“Landlord”) and WASTE MANAGEMENT OF IOWA, INC., an Iowa corporation (the “Tenant”). Landlord and Tenant are each individually also referred to as a “Party” and collectively, as the “Parties.”

### **WITNESSETH:**

WHEREAS, Freel Family LP (“Freel”) and Tenant entered into that certain Agreement for Lease of Real Estate dated October 14, 2009 (the “Original Lease”), as amended by that certain First Amendment to Lease dated January 1, 2017 (the “First Amendment”), as amended by that certain Second Amendment to Lease dated November 18, 2018 (the “Second Amendment”), as amended by that certain Third Amendment to Lease dated November 20, 2019 (the “Third Amendment”), as amended by that certain Fourth Amendment to Lease dated September 28, 2020 (the “Fourth Amendment”), as amended by that certain Fifth Amendment to Lease dated December 24, 2021 (the “Fifth Amendment”), as amended by that certain Sixth Amendment to Lease dated November 29, 2022 (the “Sixth Amendment” together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Original Lease, the “Lease”) for certain real estate consisting of approximately three (3) acres and as more commonly known as 220 Freel Drive, Ames, IA 50010 (the “Premises”) as further depicted and described in the Lease; and

WHEREAS, Landlord purchased the Premises from Freel; and

WHEREAS, the Parties wish to amend the terms of the Lease in accordance with this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Capitalized terms not defined herein shall have the meaning ascribed to such term in the Lease.
2. Landlord and Tenant hereby agree that the Term of the Lease is extended for an additional thirty (30) days, such that the Lease shall now expire on January 30, 2026. The parties agree that no further notice of lease termination will be issued or is required.
3. All other terms and conditions of the Lease that are not modified by this Amendment shall continue in full force and effect. Each Party represents and warrants to the other that (i) the individual executing this Amendment on behalf of such Party is authorized to execute this Amendment on behalf of said Party and (ii) it has taken all actions required by law to approve the execution of this Amendment.

4. This Amendment includes all amendments, modifications and changes to the Lease upon which the Parties have agreed to as of the date of this Amendment. The Provisions of this Amendment are intended to amend and supplement the provisions of the Lease and shall be construed so as to avoid conflicts between their respective terms, however, that in the event of a conflict or inconsistency between the provisions of this Amendment and the Lease, the terms and provisions of this Amendment shall control. As amended by this Amendment, the Lease is hereby ratified and affirmed and remains in full force and effect.

5. This Amendment may be executed by the Parties in any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the Parties, notwithstanding that all the Parties are not signatories to the same counterpart. This Amendment may be executed by electronic means (such as Docusign) and transmitted by electronic means (such as an executed pdf document emailed by a Party), and each counterpart executed and transmitted by facsimile or email shall have the same force and effect as an originally executed document. At the request of a Party, a Party executing and transmitting a facsimile and/or electronic executed copy of this Amendment will execute and deliver an originally executed copy of the same to the requesting Party.

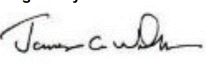
[signature page to follow]



**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Amendment as of the date of the last Party to sign this Amendment.

**TENANT:**

WASTE MANAGEMENT OF IOWA, INC.,  
an Iowa corporation

Signed by:  
By:   
E8DFC934632542E...  
James A. Wilson, Vice President  
Date: 12/15/2025

**LANDLORD:**

THE CITY OF AMES

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

**ATTEST:**

By: \_\_\_\_\_  
Name: Renee Hall, Ames City Clerk  
Date: \_\_\_\_\_