

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
AMENDED
COUNCIL CHAMBERS - CITY HALL
FEBRUARY 24, 2026

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.

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

1. Motion approving payment of claims
2. Motion approving Report of Change Orders for period of February 1-15, 2026
3. Motion approving Summary of Minutes of the Regular City Council Meeting on February 10, 2026
4. Motion approving new 5-Day (February 23-27, 2026) Special Class C Retail Alcohol License - Apres Bar Co, 520 6th Street
5. Motion approving new 5-Day (March 24-28, 2026) Special Class C Retail Alcohol License - Apres Bar Co, 2321 North Loop Drive
6. Motion approving the renewal of the following Alcohol Licenses:
 - a. Casey's General Store #2905, 3612 Stange Road, Class E Retail Alcohol License
 - b. Coldwater Golf Links, 1400 S. Grand Avenue, Class C Retail Alcohol License with Outdoor Service
 - c. Elks Lodge, 522 Douglas Avenue, Class F Retail Alcohol License, Pending Dramshop Review
 - d. Homewood Golf Course, 401 E. 20th Street, Special Class C Retail Alcohol License with Outdoor Service, Pending Dramshop Review
 - e. Pizza Pit Extreme, 207 Welch Avenue Ste 201, Special Class C Retail Alcohol License
 - f. Sams Club #6568, 305 Airport Road, Class E Retail Alcohol License
 - g. Maverik #5365, 2801 E 13th Street, Class E Retail Alcohol License
 - h. Maverik #5119, 2108 Isaac Newton Drive, Class E Retail Alcohol License
 - i. Buffalo Wild Wings, 400 South Duff Avenue, Class C Retail Alcohol License with Outdoor Service, Pending Dramshop Review
7. Motion authorizing Mayor to sign the \$500,000 Grant Contract with the Iowa Finance Authority for the Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP) associated with the Water Pollution Control Facility Nutrient Reduction Modifications Project
8. Motion authorizing staff to apply for and participate in the 2026 AARP Community Challenge grant program for up to \$15,000

9. Motion accepting the Fitch Family Indoor Aquatic Center Monthly Report
- *. **ADDITIONAL ITEM** Requests from Ames Regional Economic Alliance for Ames Main Street Farmers' Market on Saturdays from May 2 - October 17, 2026:
 - a. Motion approving blanket Temporary Obstruction Permit and blanket Vending License for Central Business District from 5:30 a.m. to 1:30 p.m.
 - b. Resolution approving closure of 200, 300, and 400 blocks of Main Street, Burnett Avenue from Main Street to the U.S. Bank drive-through, and Tom Evans from 5:30 a.m. to 1:30 p.m.
 - c. Resolution approving suspension of parking enforcement in CBD Lots X and Y from 6:30 a.m. to 1:00 p.m. on Saturdays from May 2 - October 17, 2026
 - d. Resolution approving usage of waiver of electrical fees and waiver of fee for blanket Vending License for the event from 5:30 a.m. to 1:30 p.m. on Saturdays from May 2 - October 17, 2026
 - e. Resolution approving/motion denying request to waive fees for parking meters on the 200, 300, and 400 blocks of Main Street
10. Requests from Ames Main Street for 515 Day on May 15, 2026:
 - a. Motion approving Blanket Temporary Obstruction Permit
 - b. Motion approving Blanket Vending License
 - c. Motion approving street closures of 5th Street from Burnett Avenue through Douglas Avenue, Kellogg Avenue from Main Street to 5th Street, and Douglas Avenue from Main Street to 5th Street
 - d. Motion approving new 5-Day (May 14-18, 2026) Special Class C Retail Alcohol License with Outdoor Service for Thirsty Pigs (515 Day Ames), 215 5th Street
 - e. Resolution approving waiver of parking meter fees and enforcement for portions of 5th Street, Kellogg Avenue, and Douglas Avenue
 - f. Resolution approving waiver of Vending License fee
 - g. Resolution approving usage of electricity and waiver of fees for electricity
 - h. Resolution approving suspension of enforcement of *Municipal Code* Section 17.16 related to minors on premises
11. Resolution relating to financing of a project to be undertaken by the City of Ames, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code (Prairie View 161 kV Substation and Prairie View 161 kV Line Expansion)
12. Resolution approving second amendment to the Land Purchase Option with Keystone Equity Group for Surplus Land at Harrison and Welbeck to Extend Final Plat Deadline
13. Resolution approving third amendment to Restrictive Covenants Designating Affordable and Market Rate Housing Lots for Baker Subdivision
14. Resolution approving the third Supplemental Agreement for Public Improvements for Kingsbury's Fifth Addition Lots 1 through 4
15. Resolution approving an Application for Property Tax Abatement and a Minimum Assessment Agreement for Tax Abatement at 329 Southeast 5th Street (Furniture Mart)
16. Resolution awarding contract with SVPA Architects, of West Des Moines, IA, for the Technical Services Complex Renovation Project in the amount of \$157,500
17. Resolution awarding contract to Play-Pro Recreation, of Clive, IA, for playground equipment and installation for Parkview Park, 1730 Buchanan Court, in the amount of \$64,000
18. Resolution approving Change Order No. 8 with Woodruff Construction, of Ames, IA, for the Water Pollution Control Facility Nutrient Reduction Modifications Phase 1 Project in the amount of \$3,841.91
19. Resolution accepting FY 2022/23 Story County Edge of Field Project as completed by Hands On Excavating, LLC of Radcliffe, IA, the amount of \$217,527.17

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.

HISTORIC PRESERVATION:

- 20. Resolution approving Historic Preservation Commission 2025 Accomplishments and 2026 Work Plan
- 21. Motion directing staff on text amendments to Chapter 31 of the Ames *Municipal Code* Regarding Historic Preservation

PUBLIC WORKS:

- 22. Residential Curbside Recycling Program:
 - a. Staff report on program outline and fees
 - b. Motion directing staff to place collection contract on March 10, 2026, agenda for consideration of final approval
- 23. Resolution approving Memorandum of Understanding with Story County for Preliminary Engineering and TSIP Grant Application (G.W. Carver Avenue and Cameron School Road Intersection)

PLANNING AND HOUSING:

- 24. Annual Tax Abatement Certification
 - a. Resolution certifying property tax abatement applications
 - b. Resolution authorizing staff to submit property tax abatement applications to the City Assessor for determination of abated value
- 25. Urban Renewal Areas and Tax Increment Financing Projects
 - a. Motion directing staff
- 26. Resolution approving a Request for Proposals (RFP) for the sale of single-family market-rate lots located in the Baker Subdivision
- 27. Waiver request for a rural two-lot Minor Subdivision of less than 35 acres within two miles of Ames at 50184 180th Street
 - a. Motion directing staff

ADMINISTRATION:

- 28. Staff Report on 2026 Neighborhood Connections Initiative

HEARINGS:

- 29. Hearing on 2022/23 Bridge Rehabilitation Program (S. 4th Pedestrian Bridge over Ioway Creek):
 - a. Motion accepting report of bids
 - b. Resolution approving final plans and specifications and awarding a contract to Boulder Contracting, LLC, of Grundy Center, IA, in the amount of \$1,577,234.95
- 30. Hearing on 2023/24 Stormwater Erosion Control Program (Inis Grove):
 - a. Motion accepting report of bids
 - b. Resolution approving final plans and specifications and awarding a contract to Nagel Construction, of Allerton, IA, in the amount of \$346,267.50
- 31. Hearing on 2025/26 Collector Street Pavement Improvements (Bloomington Road) Project:
 - a. Motion accepting report of bids
 - b. Resolution approving final plans and specifications and awarding a contract to

Manatt's, Inc., of Ames, IA, in the amount of \$896,852.24

32. Hearing on 2025/26 Concrete Street Pavement Improvements Program No. 1 (Clark Ave):
 - a. Motion accepting report of bids
 - b. Resolution approving final plans and specifications and awarding a contract to Construct, Inc., of Ames, IA, in the amount of \$1,114,875.50
33. Hearing on 2025/26 Concrete Street Pavement Improvements Program No. 2 (Sunset Dr):
 - a. Motion accepting report of bids
 - b. Resolution approving final plans and specifications and awarding a contract to Construct, Inc., of Ames, IA, in the amount of \$1,295,903.20
34. Hearing on 2025/26 Concrete Street Pavement Improvements Program No. 3 (Campus Ave):
 - a. Motion accepting report of bids
 - b. Resolution approving final plans and specifications and awarding a contract to Construct, Inc., of Ames, IA, in the amount of \$838,938
35. Hearing on Sanitary Sewer Rehabilitation (E. Lincoln Way and Nikkol Trunk Line) Project:
 - a. Motion accepting report of bids and directing staff to delay award of bid to follow SRF procedure
36. Hearing on Sanitary Sewer and Manhole Rehabilitation (Basin 11) Project:
 - a. Motion accepting report of bids and directing staff to delay award of bid to follow SRF procedure

ORDINANCES:

37. First reading of ordinance revising *Municipal Code* Chapter 28 for Water Meter setting requirements
38. Second reading of ordinance renaming Center Avenue to Chantland Avenue
39. Third reading and adoption of ORDINANCE NO. 4587 rezoning property West of the Intersection of Harrison Road and Welbeck Drive from Residential Low Density (RL) to Suburban Residential Low Density (FS-RL) with a Planned Unit Development
40. Third reading and adoption of ORDINANCE NO. 4588 modifying *Municipal Code* Chapter 10, Garbage and Refuse
 - a. Motion to postpone third reading and adoption to the March 10, 2026, City Council meeting

DISPOSITION OF COMMUNICATIONS TO COUNCIL :

REPORT OF GOVERNING BODY:

41. 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:

CLOSED SESSION:

42. Motion to hold Closed Session as provided by Section 21.5(1)(c), *Code of Iowa*, to discuss matters presently in litigation or where litigation is imminent
 - a. Motion directing staff

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*.



To: Mayor & City Council
From: Renee Hall, City Clerk
Date: February 24, 2026
Subject: Report of Contract Change Orders

The Report of Change Orders for the period of February 1-15, 2026 , is attached for the City Council's review and consideration.

ATTACHMENT(S):
[Change Order Report - February 1-15, 2026.pdf](#)



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input checked="" type="checkbox"/>	1 st – 15 th
	<input type="checkbox"/>	16 th – End of Month
Month & Year:	February 2026	
For City Council Date:	February 24, 2026	

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	2024/25 Collector Street & Water System Improvements (Oakland Street-Oliver Ave to Hawthorne Ave)	2	\$650,346.84	Manatts, Inc.	\$15,675.00	\$-(3,679.36)	J. Clausen	KS
Water & Pollution Control	FY 22-23 Story County Edge of Field Project	2	\$221,609.07	Hands On Excavating, LLC	\$2,074.85	\$-(6,156.75)	J. Dunn	AM
Parks & Recreation	Bid Package 22-1 Plumbing & HVAC Work for Fitch Family Indoor Aquatic Center	6	\$4,184,363.00	Brockway Mechanical & Roofing	\$57,913.00	\$6,626.00	K. Abraham	KS
Parks & Recreation	Bid Package 22-1 Plumbing & HVAC Work for Fitch Family Indoor Aquatic Center	7	\$4,184,363.00	Brockway Mechanical & Roofing	\$64,539.00	\$1,141.00	K. Abraham	KS
			\$		\$	\$		
			\$		\$	\$		



To: Mayor & City Council

From: City Clerk's Office

Date: February 24, 2026

Subject: Approval of Minutes

Attached for the City Council's review are the minutes from the Regular City Council Meeting on February 10, 2026.

ATTACHMENT(S):

[C26-0210 Summary.pdf](#)

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

AMES, IOWA

FEBRUARY 10, 2026

The Regular Meeting of the Ames City Council was called to order by Mayor John Haila at 5:15 p.m. on the 10th day of February, 2026, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. 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.

FY 2026/27 BUDGET WRAP-UP: Assistant City Managers Brian Phillips and Pa Vang Goldbeck presented the recommended funding allocations for activities related to the Analysis of Social Services Evaluation Team (ASSET), Commission on the Arts (COTA), Public Art, and Outside Funding Requests. City Manager Steve Schainker then reviewed the fund forecast for the Ames Intermodal Facility before Finance Director Corey Goodenow concluded with the budget approval timeline.

The Public Input on the 2026-2031 Capital Improvements Plan (CIP), FY 2025/26 Adjusted Budget, and 2026/27 Proposed Budget was opened and closed by Mayor Haila when no one came forward to speak.

Moved by Betcher, seconded by Beatty-Hansen, to approve the 2026-2031 Capital Improvements Plan as amended.

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

Moved by Rollins, seconded by Gartin, to approve Adjusted Budget for FY 2025/26 as amended, including interfund transfers and General Fund carryover funding.

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

Moved by Gartin, seconded by Rollins, to approve proposed budget for FY 2026/27 as amended, including interfund transfers.

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

Moved by Betcher, seconded by Corrieri, to approve proposed budget for FY 2026/27 as amended, including the recommended funding amounts for the ASSET, COTA, Public Art, and Outside Funding Requests as well as interfund transfers.

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

Moved by Beatty-Hansen, seconded by Rollins, to set March 24, 2026, as date of final public hearing to adopt a property tax levy for FY 2026/27.

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

The FY 2026/27 Budget Wrap-Up portion of the meeting was recessed by Mayor Haila at 5:41 p.m. Mayor Haila reconvened with the start of the Regular Meeting agenda at 5:45 p.m.

CONSENT AGENDA: Council Member Betcher requested to pull Item No. 8: Motion directing staff to prepare an ordinance to revise Chapters 10, 17, 21, 22, 27, and Appendix D of the *Municipal Code* relating to licenses and permits issued by the Office of the City Clerk. Council Member Beatty-Hansen requested to pull Item No. 13: Resolution certifying the grant application for the 2027/28 Arterial Street Pavement Improvements Program - East 13th Street and East Lincoln Way/Dayton Avenue intersection.

Moved by Corrieri, seconded by Junck, to approve the consent agenda less Item No. 8 and Item No. 13.

1. Motion approving payment of claims
2. Motion approving Report of Change Orders for period of January 16-31, 2026
3. Motion approving Summary of Minutes of the Regular City Council Meeting on January 27, 2026, and Special City Council Meetings on January 30, 2026, and February 3, 4, and 5, 2026
4. Motion approving Civil Service Candidates
5. Motion approving new Special Class C Retail Alcohol License (BW) with Living Quarters - Staybridge Suites, 2111 Isaac Newton Drive, Pending Favorable Inspection
6. Motion approving Ownership Update for Special Class C Retail Alcohol License - Clouds, 119 Stanton Avenue Suite 701
7. Motion approving the renewal of the following Alcohol Licenses:
 - a. The Dot, 127 Dotson Drive, Class C Retail Alcohol License with Outdoor Service, Pending Dramshop Review
 - b. Wal-Mart Supercenter #4256, 534 South Duff Avenue, Class E Retail Alcohol License
 - c. Campus Cheers, 131 Welch Avenue, Class C Retail Alcohol License
- ~~8. Motion directing staff to prepare an ordinance to revise Chapters 10, 17, 21, 22, 27, and Appendix D of the Municipal Code relating to licenses and permits issued by the Office of the City Clerk~~
9. Motion directing staff to prepare an ordinance to revise Chapter 28 Division II, changing the specific water meter setting requirements to accommodate a change to Automatic Metering Infrastructure (AMI)
10. Requests for Midnight Madness on July 10, 2026:
 - a. RESOLUTION NO. 26-061 approving partial street closures of Kellogg Avenue from 12th Street to 5th Street; 10th, 11th, and 12th Streets from Burnett Avenue to Kellogg Avenue; 5th Street from Kellogg Avenue to Pearle Avenue; Pearle Avenue from 5th Street to Main Street; Main Street/Northwestern Avenue from Pearle Avenue to 9th Street; 9th Street from Northwestern Avenue to Hodge Avenue; Hodge Avenue from 9th Street to 7th Street; and 7th Street from Northwestern Avenue to Hodge Avenue for the race route
 - b. RESOLUTION NO. 26-062 approving closure of Burnett Avenue from 5th Street to 6th Street for post-race activities
11. RESOLUTION NO. 26-063 accepting Resource Recovery System 2025 Annual

Report

12. RESOLUTION NO. 26-064 authorizing the expenditure of approximately \$3,003 from Council Contingency Account to sponsor 2026 NAACP Freedom Fund Banquet
- ~~13. RESOLUTION NO. 26-065 certifying the grant application for the 2027/28 Arterial Street Pavement Improvements Program – East 13th Street and East Lincoln Way/Dayton Avenue intersection~~
14. RESOLUTION NO. 26-066 certifying grant application for the 2027/28 Arterial Street Pavement Improvements Program - Duff Ave (6th Street - East 13th Street)
15. RESOLUTION NO. 26-067 certifying grant application for 29/30 Arterial Street Pavement Improvement Program - East 13th Street (McCormick Ave to Dayton Ave)
16. RESOLUTION NO. 26-068 approving contract and bond for the FY 2023/24 Story County Edge of Field Project with Hands On Excavating, LLC, of Radcliffe, IA, in the amount of \$292,849.82
17. RESOLUTION NO. 26-069 approving preliminary plans and specifications for the 2025/26 Downtown Street Pavement Improvement Program (Alley - North of Lincoln Way Between Kellogg Ave and Sherman Ave) project, setting March 4, 2026, as the bid due date and March 10, 2026, as the date of Public Hearing
18. RESOLUTION NO. 26-070 approving preliminary plans and specifications for the 2025/26 Alley Pavement Improvement Program (Alley - South of Lincoln Way Between South Kellogg Ave and South Sherman Ave) project, setting March 4, 2026, as the bid due date and March 10, 2026, as the date of Public Hearing
19. RESOLUTION NO. 26-071 approving preliminary plans and specifications for the 2025/26 Seal Coat Street Pavement Improvements Program and Water System Improvements Program (Ferndale Avenue and Furman Drive) project, setting March 4, 2026, as the bid due date and March 10, 2026, as the date of Public Hearing
20. RESOLUTION NO. 26-072 awarding contract to Dewey Ford, of Ankeny, IA, for three Ford Police Hybrid Interceptors in the amount of \$130,862.04
21. RESOLUTION NO. 26-073 approving change order to Simmons, Perrine, Moyer, Bergman PLC of Cedar Rapids, IA, for Outside Legal Services related to the Steven L. Schainker Plaza
22. RESOLUTION NO. 26-074 accepting the 2024/25 Traffic Signal Program (S. 16th & University) as completed by Van Maanen Electric, Inc., of Newton, IA, in the amount of \$142,043.15
23. RESOLUTION NO. 26-075 accepting 2024/25 Collector Street & Water System Improvements (Oakland Street - Oliver Avenue to Hawthorne Avenue) project as complete by Manatt's, Inc., of Ames, IA, in the amount of \$662,342.48
24. RESOLUTION NO. 26-076 accepting 2023/24 Campustown Public Improvements (Welch Avenue and Chamberlain Place) project as complete by Con-Struct, Inc., of Ames, IA, in the amount of \$1,553,172.12

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

REVISIONS TO CHAPTERS 10, 17, 21, 22, 27, AND APPENDIX D OF THE

MUNICIPAL CODE RELATING TO LICENSES AND PERMITS ISSUED BY THE OFFICE OF THE CITY CLERK: Council Member Betcher and Mayor Haila pointed out two points of clarification to be added to the requested revisions.

Moved by Betcher, seconded by Junck, to amend Section 10.14 to replace the language listing the title of “Resource Recovery Superintendent” with “City Manager or Manager’s designee.”

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

Moved by Junck, seconded by Beatty-Hansen, to amend Section 27.5(3) to clarify “fiscal” year.

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

Moved by Betcher, seconded by Corrieri, to direct staff to prepare an ordinance to revise Chapters 10, 17, 21, 22, 27, and Appendix D of the *Municipal Code* relating to licenses and permits issued by the Office of the City Clerk, as amended.

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

GRANT APPLICATION FOR THE 2027/28 ARTERIAL STREET PAVEMENT IMPROVEMENTS PROGRAM - EAST 13TH STREET AND EAST LINCOLN WAY/DAYTON AVENUE INTERSECTION: Public Works Director Justin Clausen responded to an inquiry from Council Member Beatty-Hansen related to shared use path expansion, confirming that staff would seek expansion opportunities under Iowa Department of Transportation (DOT) owned bridges should the grant be awarded.

Moved by Beatty-Hansen, seconded by Betcher, to adopt RESOLUTION NO. 26-065 certifying the grant application for the 2027/28 Arterial Street Pavement Improvements Program - East 13th Street and East Lincoln Way/Dayton Avenue intersection.

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

PUBLIC FORUM: Mayor Haila opened the Public Forum.

Jim Roch expressed concerns about the proposed pet licensing program and the replacement of electric meters to advanced metering infrastructure when current meters have not reached end of life, citing fiscal responsibility.

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

MODIFICATIONS TO *MUNICIPAL CODE* CHAPTER 14, HUMAN RELATIONS, REGARDING CIVIL RIGHTS PROTECTION FOR GENDER IDENTITY: City Attorney Mark Lambert presented an ordinance that would create a protected class of gender identity under Chapter 14 of the *Municipal Code*, as previously directed by the City Council.

Moved by Gartin to pause efforts related to the aforementioned ordinance in order to observe the outcome of the current Legislative session.

Motion died due to lack of a second.

Moved by Betcher, seconded by Corrieri, to pass on first reading an ordinance approving modifications to *Municipal Code* Chapter 14, Human Relations, regarding Civil Rights Protection for Gender Identity.

Roll Call Vote: 5-1, Gartin dissenting. Motion declared carried.

Moved by Beatty-Hansen, seconded by Corrieri, to suspend the rules.

Roll Call Vote: 5-1, Gartin dissenting. Motion declared carried.

Moved by Junck, seconded by Corrieri, to pass on second reading an ordinance approving modifications to *Municipal Code* Chapter 14, Human Relations, regarding Civil Rights Protection for Gender Identity.

Roll Call Vote: 5-1, Gartin dissenting. Motion declared carried.

Moved by Corrieri, seconded by Betcher, to pass on third reading and adopt ORDINANCE NO. 4586 approving modifications to *Municipal Code* Chapter 14, Human Relations, regarding Civil Rights Protection for Gender Identity.

Roll Call Vote: 5-1, Gartin dissenting. Motion declared carried.

RENAMING CENTER AVENUE TO CHANTLAND AVENUE: Assistant City Manager Phillips presented a staff-initiated request to rename Center Avenue to Chantland Avenue in honor of former Public Works Director Arnold O. Chantland.

Moved by Corrieri, seconded by Gartin, to pass on first reading an ordinance renaming Center Avenue to Chantland Avenue.

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

SECOND READING OF ORDINANCE REZONING PROPERTY WEST OF THE INTERSECTION OF HARRISON ROAD AND WELBECK DRIVE FROM RESIDENTIAL LOW DENSITY (RL) TO SUBURBAN RESIDENTIAL LOW DENSITY (FS-RL) WITH A PLANNED UNIT DEVELOPMENT: Moved by Corrieri, seconded by Betcher, to pass on second reading an ordinance rezoning property West of the Intersection of Harrison Road and Welbeck Drive from Residential Low Density (RL) to Suburban Residential Low Density (FS-RL) with a Planned Unit Development.

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

SECOND READING OF ORDINANCE MODIFYING *MUNICIPAL CODE* CHAPTER 10, GARBAGE AND REFUSE: Moved by Corrieri, seconded by Rollins, to pass on second reading an ordinance modifying *Municipal Code* Chapter 10, Garbage and Refuse.

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

2023/24 MULTI-MODAL ROADWAY IMPROVEMENTS (SOMERSET IMPROVEMENTS - STANGE ROAD): Director Clausen, Traffic Engineer Damion Pregitzer, and Civil Engineer II Mark Gansen presented design alternatives for improvements to Stange Road through Somerset. The project aimed to slow traffic

speeds, improve walkability and bikeability, and increase safety for all transportation modes.

The Public Input was opened by Mayor Haila.

Kevin Bourke, 3716 Fletcher Circle, noted ownership of 2511 Aspen Road and 2730 Stange Road, expressed concerns about not receiving notification about the project, and worried about noise impacts from buses stopping at the four-way stops near residential units.

Jeri Neal, 916 Ridgewood Avenue, shared thoughts in support of the proposed design from the Consultant on behalf of the Ames Bicycle Coalition.

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

Moved by Gartin, seconded by Corrieri, to employ the same notice standard for the 2023/24 Multi-Modal Roadway Improvements project as is used for proposed Zoning changes.

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

Moved by Beatty-Hansen, seconded by Gartin, to place discussion of future notices for similar roadway projects on a future agenda.

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

The City Council Members agreed to table any further action related to this item until the noticing process was completed.

ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025: Director Goodenow and Accounting and Reporting Manager Kara Nady provided a high-level overview of the report.

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

Moved by Gartin, seconded by Betcher, to adopt RESOLUTION NO. 26-078 approving the Annual Comprehensive Financial Report for Fiscal Year ended June 30, 2025.

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

CITY COUNCIL VALUES, GOALS, AND TASKS FOR 2026-2027: Assistant City Manager Phillips reviewed the values, goals, and tasks compiled by staff.

Moved by Beatty-Hansen, seconded by Corrieri, to strike “Develop a shared understanding of affordable housing” from B1.T1.

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

Moved by Beatty-Hansen, seconded by Rollins, to decouple the tasks listed in C1.T3. to

separate discussion regarding the Event Center at The Linc and the Entry Corridor Beautification Project into two tasks.

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

Moved by Betcher, seconded by Junck, to adopt RESOLUTION NO. 26-079 adopting City Council Values, Goals, and Tasks for 2026-2027, as amended.

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 THE PROPERTY LOCATED AT IOWA STATE UNIVERSITY RESEARCH PARK, 4200 UNIVERSITY BOULEVARD (S 530TH), SOUTH OF THE CURRENT RESEARCH PARK BOUNDARY FROM AGRICULTURAL (A) TO RESEARCH PARK INNOVATION DISTRICT (RI): Planning and Housing Director Kelly Diekmann explained that the aforementioned property was previously considered; however, the real estate description had been increased by roughly an acre, necessitating a restart of the rezoning process.

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

Moved by Gartin, seconded by Betcher, to pass on first reading an ordinance rezoning of the property located at Iowa State University Research Park, 4200 University Boulevard (S 530th), South of the Current Research Park Boundary from Agricultural (A) to Research Park Innovation District (RI).

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

Moved by Gartin, seconded by Rollins, to suspend the rules.

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

Moved by Betcher, seconded by Rollins, to pass on second reading an ordinance rezoning of the property located at Iowa State University Research Park, 4200 University Boulevard (S 530th), South of the Current Research Park Boundary from Agricultural (A) to Research Park Innovation District (RI).

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

Moved by Rollins, seconded by Gartin, to pass on third reading and adopt ORDINANCE NO. 4585 rezoning of the property located at Iowa State University Research Park, 4200 University Boulevard (S 530th), South of the Current Research Park Boundary from Agricultural (A) to Research Park Innovation District (RI).

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

PRELIMINARY PLAT FOR IOWA STATE UNIVERSITY RESEARCH PARK PHASE IV FIRST ADDITION AT 4200 UNIVERSITY BOULEVARD: Director Diekmann presented the preliminary plat before reviewing the conditions attached to the plat.

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

Moved by Gartin, seconded by Betcher, to adopt RESOLUTION NO. 26-080 approving Preliminary Plat for Iowa State University Research Park Phase IV First Addition at 4200 University Boulevard with conditions.

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

DEVELOPMENT AGREEMENT OUTLINE FOR DOMANI I (COTTONWOOD EXTENSION): Director Diekmann introduced a revised plan for the Domani development incentive, which was initially approved for City responsibility of the Cottonwood extension in fiscal year 2027/28. The developer, wanting a quicker timeline, offered to fund and extend Green Hills Drive, with the City later completing improvements to Cottonwood Road.

The Public Input was opened by Mayor Haila.

Keith Arneson, 4114 Cochran Parkway, expressed gratitude as the developer for the collaborative strategy and explained his eagerness to expedite project progress in order to augment the housing inventory promptly with various lot options.

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

Moved by Gartin, seconded by Betcher, to approve Alternative 1: Direct staff to amend the existing development agreement prior to the next final plat approval for Domani to allow for the Developer to extend Green Hills Drive in 2026 and plat the remaining 23 lots in Domani I and for the City to assume the responsibility for the future completion of the Cottonwood Extension at a time approved by the City Council with a goal of doing the extension in FY 2027/28.

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

DISPOSITION OF COMMUNICATIONS TO COUNCIL: Mayor Haila noted that there were seven items for consideration. The first was from Mayor Dale Higgins from the City of Maxwell requesting a release from the 28E agreement for Solid Waste Services.

Moved by Betcher, seconded by Beatty-Hansen, to place the item on a future agenda.

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

Statements opposing the annexation of the Irons Subdivision from Joyce Vegge and Jane Olson were the next items. Council Member Gartin noted that he had responded to Ms. Vegge.

Moved by Beatty-Hansen, seconded by Betcher, to request the Mayor respond to Ms. Olson.

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

Suggestions from Kody Olson for investments in North Grand Mall comprised the fourth

item.

Moved by Beatty-Hansen, seconded by Rollins, to request the Mayor respond with appreciation for the provided input and share that with uncertain budget times, the suggestions will be considered but cannot be promised.

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

The fifth item was from Sam Bryant related to reassessing current rental regulations.

Moved by Junck, seconded by Gartin, to request a memo from staff concerning the three specific items referenced by Mr. Bryant with information on which of the requirements apply to owner-occupied units.

Vote on Motion: 4-2, Beatty-Hansen and Corrieri dissenting. Motion declared carried.

Concerns regarding smart meter infrastructure in Ames from Clinton Richard Cabney was the sixth item. No action was taken on this item.

The final item was from Planner Justin Moore regarding a request for a waiver to subdivide land in Story County within the Ames Urban Fringe.

Moved by Betcher, seconded by Junck, to place the item on a future agenda.

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 Rollins, to adjourn the meeting at 7:44 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



To: Mayor and City Council
From: Taylor Swanson, Deputy City Clerk
Date: February 24, 2026
Subject: New 5-Day (February 23-27, 2026) Special Class C Retail Alcohol License - Apres Bar Co, 520 6th Street

Please see the attached documentation for a motion approving new 5-Day (February 23-27, 2026) Special Class C Retail Alcohol License - Apres Bar Co, 520 6th Street.

Apres Bar Co applied for a 5-Day License for February 23-27, 2026, for an event that will occur on February 27, 2026. The applicant is aware that the license will not go into effect until after it is approved by the City Council and the Iowa Alcoholic Beverages Division, which will be after the requested start date of February 23, 2026.

ATTACHMENT(S):
[Apres Bar Co Application 02.23.26-02.27.26.pdf](#)

SPECIAL CLASS "C" RETAIL ALCOHOL LICENSE APPLICATION

Business Information

Name of Legal Entity: APRES BAR CO LLC

FEIN: XX-XXX5156

Business Type: Limited Liability Company

This business is registered with the Secretary of State.

Business Number of Secretary of State: 660528

Premises Information

Premises DBA: AMES CITY AUDITORIUM

Premises Address: 520 6TH ST AMES IA 50010-6004

Premises Type: Convention Center/Hall

Number of Floors: 1

Control of Premises: Other
event

Other control description: Hired to provide bar service for an

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Does your premises conform to all local and state health, fire and building laws and regulations?

Yes

Is your establishment equipped with tables and seats to accommodate a minimum of 25?

Yes

License Information

Effective Date: 23-Feb-2026

Length of License Requested: 5DAY

Endorsements

Local Authority: City of Ames

Dramshop Company: ILLINOIS CASUALTY CO

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	HARRINGTON, JILLIAN	SSN	***-**-4583	21-Aug-1990		1460 NORTHEAST 69TH PLACE ANKENY IA 50021	100.00

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

No

Criminal Violations

Contact Information

Contact Name: JILLIAN HARRINGTON

Phone Number: 5157890044

Email Address: admin@apresbarco.com

Address: 1460 NE 69TH PL ANKENY IA 50021-8934

Attestation Information

Attestation Name: JILLIAN HARRINGTON

Attestation Date: 10-Feb-2026



To: Mayor and City Council
From: Taylor Swanson, Deputy City Clerk
Date: February 24, 2026
Subject: New 5-Day (March 24-28, 2026) Special Class C Retail Alcohol License - Apres Bar Co, 2321 North Loop Drive

Please see the attached documentation for a motion approving new 5-Day (March 24-28, 2026) Special Class C Retail Alcohol License - Apres Bar Co, 2321 North Loop Drive.

ATTACHMENT(S):
[Apres Bar Co Application 03.24.26-03.28.26.pdf](#)

CLASS "C" RETAIL ALCOHOL LICENSE APPLICATION

Business Information

Name of Legal Entity: APRES BAR CO LLC

FEIN: XX-XXX5156

Business Type: Limited Liability Company

This business is registered with the Secretary of State.

Business Number of Secretary of State: 660528

Premises Information

Premises DBA: CPMI

Premises Address: 2321 N LOOP DR AMES IA 50010-8281

Premises Type: Convention Center/Hall

Number of Floors: 1

Control of Premises: Other
event

Other control description: Hired to provide bar services for an

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Does your premises conform to all local and state health, fire and building laws and regulations?

Yes

Is your establishment equipped with tables and seats to accommodate a minimum of 25?

Yes

License Information

Effective Date: 24-Mar-2026

Length of License Requested: 5DAY

Endorsements

Local Authority: City of Ames

Dramshop Company: ILLINOIS CASUALTY CO

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	HARRINGTON, JILLIAN	SSN	***-**-4583	21-Aug-1990		1460 NORTHEAST 69TH PLACE ANKENY IA 50021	100.00

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

No

Criminal Violations

Contact Information

Contact Name: JILLIAN HARRINGTON

Phone Number: (515) 789-0044

Email Address: admin@apresbarco.com

Address: 1460 NE 69TH PL ANKENY IA 50021-8934

Attestation Information

Attestation Name: JILLIAN HARRINGTON

Attestation Date: 12-Feb-2026



To: Mayor John Haila and Ames City Council Members

From: Major Jason Tuttle, Ames Police Department

Date: February 24, 2026

Subject: Alcohol License Renewals

The following licenses are eligible for renewal:

- a. Casey's General Store #2905, 3612 Stange Road, Class E Retail Alcohol License
- b. Coldwater Golf Links, 1400 S. Grand Avenue, Class C Retail Alcohol License with Outdoor Service
- c. Elks Lodge, 522 Douglas Avenue, Class F Retail Alcohol License, Pending Dramshop Review
- d. Homewood Golf Course, 401 E. 20th Street, Special Class C Retail Alcohol License with Outdoor Service, Pending Dramshop Review
- e. Pizza Pit Extreme, 207 Welch Avenue Ste 201, Special Class C Retail Alcohol License
- f. Sams Club #6568, 305 Airport Road, Class E Retail Alcohol License
- g. Maverik #5365, 2801 E 13th Street, Class E Retail Alcohol License
- h. Maverik #5119, 2108 Isaac Newton Drive, Class E Retail Alcohol License
- i. Buffalo Wild Wings, 400 South Duff Avenue, Class C Retail Alcohol License with Outdoor Service, Pending Dramshop Review

A review of police records for the past 12 months found no liquor law violations for Coldwater Golf Links, Elks Lodge, Homewood Golf Course, Pizza Pit Extreme, Sam's Club #6568, Maverik #5365 and #5119, and Buffalo Wild Wings. Therefore, the Police Department recommends the license renewal for these businesses.

A review of police records for Casey's General Store #2905 for the last 12 months found one citation during a compliance check for providing alcohol to persons under 21 years old. Officers will continue to monitor the location for liquor law violations and offer ID training for staff members. Therefore, the Police Department recommends renewal of this license.

ITEM #: 7
DATE: 02-24-26
DEPT: W&PC

COUNCIL ACTION FORM

SUBJECT: GRANT CONTRACT WITH THE IOWA FINANCE AUTHORITY FOR THE WASTEWATER AND DRINKING WATER TREATMENT FINANCIAL ASSISTANCE PROGRAM (WTFAP)

BACKGROUND:

The Water Pollution Control Facility is nearly 50% complete with modifications to its treatment processes. These modifications are the first of two construction phases that will ultimately enable the facility to achieve the goals of the Iowa Nutrient Reduction Strategy.

The authorized budget for the project is \$62,540,000. Of that, \$59,777,282 has been expended or encumbered, leaving a remaining contingency of \$2,761,718.

Staff applied for a grant from the Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP), administered by the Iowa Finance Authority. The application staff submitted requested the maximum award amount of \$500,000. The nutrient reduction project qualified for the grant program under three different funding priorities established by the program:

- Projects whose completion will provide significant improvement to water quality in the watershed
- Communities employing alternative wastewater treatment technology
- Communities employing technology to address the goals of the Iowa Nutrient Reduction Strategy.

On February 4, 2026, staff was informed that the application was successful, and the City was being awarded \$500,000. The payment of the grant funds will be made on the next State Revolving Fund (SRF) loan disbursement request. The first \$500,000 will be from the grant award, then the balance will come from the SRF loan. The net impact would be a lower principal on the SRF loan at the end of the project.

The Grant Contract, attached, has been reviewed by the City Legal Department and been found acceptable. The Contract is now ready for the Council to authorize the Mayor to execute the contract on behalf of the City.

ALTERNATIVES:

1. Authorize the Mayor to execute the attached Grant Contract, accepting the \$500,000 award that will be applied to the State Revolving Fund loan for the Water Pollution Control Facility Nutrient Reduction Modifications project.
2. Do not authorize the Grant Contract and forego the \$500,000 grant award.

CITY MANAGER'S RECOMMENDED ACTION:

Given the impact of large capital projects on ratepayers, staff is continuously seeking alternatives to control those impacts to the greatest extent possible. Accepting the \$500,000 grant award would result in a lower principal balance on the SRF loan that is financing the WPC Nutrient Reduction Modifications project, which in turn will lower the debt service payments on the loan. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 as described above.

ATTACHMENT(S):

[Ames - WTFAP - 26-01 - Grant Agreement_not_encrypted.pdf](#)

**Iowa Finance Authority
Wastewater and Drinking Water Treatment
Financial Assistance Program
(WTFAP)
Grant Contract**

WTFAP CONTRACT NUMBER: 26-01_____

RECIPIENT: City of Ames_____

AWARD AMOUNT: \$500,000_____

AWARD EFFECTIVE DATE: February 5, 2026

THIS WASTEWATER AND DRINKING WATER TREATMENT FINANCIAL ASSISTANCE PROGRAM (WTFAP) GRANT CONTRACT (the "Contract" or this "Contract") is made by and between the IOWA FINANCE AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 (the "Authority" or "IFA") and the CITY OF Ames_____ (the "Recipient"), and is effective as of the date stated above (the "Effective Date").

WHEREAS, the Authority is directed by statute to receive, administer, and disburse WTFAP funds; and

WHEREAS, Iowa Code section 16.134(10) created a water quality financing review committee (the "Committee"), describes its composition, and charges the Committee with reviewing and approving or denying applications for financial assistance under the WTFAP; and

WHEREAS, the Recipient submitted to the Authority an application attached hereto as Exhibit B ("Exhibit B" or the "Application") for funding for its project as described in the Application and Exhibit A, Project Description and Budget ("Exhibit A") and the Committee has reviewed and approved the Application; and

WHEREAS, in approving the Application, the Committee has relied upon the Recipient's representations of proposed activities, cost estimates, and other material information contained therein; and

WHEREAS, the Authority desires to disburse WTFAP funds (the "Grant") to the Recipient for eligible purposes, primarily to assist with improvements to a drinking water or wastewater system to enhance water quality;

NOW, THEREFORE, the Recipient accepts the WTFAP funds under the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

**ARTICLE 1
DEFINITIONS**

As used in this Contract, the following terms shall apply:

- 1.1 **ALLOWABLE EXPENSES.** "Allowable Expenses" means costs directly incurred by the Recipient for the design, development, or construction of the Project.
- 1.2 **COMMUNITY.** "Community" means a city, county, sanitary district, rural water district, or other governmental body empowered to provide sewage collection and treatment services or drinking water distribution and treatment in connection with a project. "Community" includes a utility management organization formed under Iowa Code chapter 28E or operated by a rural water system organized under Iowa Code chapter 357A or 504.
- 1.3 **CONTRACT.** "Contract" means this grant agreement.
- 1.4 **GRANT.** "Grant" means the award of WTFAP funds to the Recipient for Project activities.
- 1.5 **PROJECT.** "Project" means the acquisition, construction, reconstruction, extension, equipping, improvement or rehabilitation of any works and facilities useful for the collection, treatment, and disposal of sewage and industrial waste in a sanitary manner and for drinking water infrastructure improvements, source water protection, and other activities intended to facilitate public water supply system compliance and public health protection, as described in Exhibit B, Recipient's WTFAP Application approved by the Committee and in Exhibit A, Project Description and Budget attached hereto.
- 1.6 **WTFAP.** "WTFAP" means the wastewater and drinking water treatment financial assistance program created in Iowa Code section 16.134.

ARTICLE 2 **FUNDING**

- 2.1 **FUNDING SOURCE.** The source of funding for the Grant is funds legally available to the Water Quality Financial Assistance Fund created in Iowa Code section 16.134A.
- 2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient state funds for the WTFAP. Any termination, reduction, or delay of state funds to the Authority shall, at the option of the Authority, result in the termination, reduction, or delay of state funds to the Recipient.

ARTICLE 3 **USE OF FUNDS**

- 3.1 **GENERAL.** The Recipient shall complete the Project in a satisfactory and proper manner, as determined by the Authority.
- 3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amount to be paid under this Contract for costs attributed to the Project shall not exceed the Award Amount set out above.

ARTICLE 4
CONDITIONS TO GRANT AND DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

4.1 **PERMITS AND LICENSES.** The Recipient has received all licenses, permits, and approvals of all federal, state, and local governmental authorities, if any, necessary to conduct its business, in each case where the failure to obtain or maintain the same could reasonably be expected to have a material adverse effect. The Authority reserves the right to withhold funds until it has reviewed and approved all material documentation, including permits or licenses from other state or federal agencies, which may be required prior to Project commencement.

4.2 **DISBURSEMENTS.** Proceeds of the Grant shall be made available to the Recipient in the form of one or more periodic disbursements. The Recipient shall request disbursements in a manner approved by the Authority. The Recipient shall request disbursement of funds only for reimbursement of Allowable Expenses which shall be documented in a manner acceptable to the Authority. Each request for disbursement shall be signed by an officer or employee of the Recipient with authority to contractually bind the Recipient.

4.3 **AUTOMATED CLEARINGHOUSE.** Disbursements shall be made in a timely fashion following the receipt of the information and documentation as set forth above. Unless otherwise agreed to in writing by the Authority, funds shall be payable via automated clearinghouse system transfer to the account specified by the Recipient.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF RECIPIENT

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants, and warrants that:

5.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board or council for the execution and delivery of the Contract, have been effectively taken.

5.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter and related materials, and no material adverse change has occurred since the Application was submitted to the Authority.

5.4 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for WTFAP funding are a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted the Application to the Authority.

5.5 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever its right to execute the Contract or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

5.6 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

ARTICLE 6
COVENANTS OF THE RECIPIENT

6.1 **RECORDS.** The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain such records for three (3) full years from the date of the final disbursement of funds, provided that, if any litigation, claim, negotiation, audit, or other action has been initiated before the expiration of the three-year period, the Recipient shall maintain the records until such litigation, claim, negotiation, audit, or other action has been resolved.

6.2 **ACCESS TO RECORDS/INSPECTIONS.** The Recipient agrees to permit the Authority or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any applicable laws and/or program rules. The Recipient agrees to provide the Authority, the Iowa Department of Natural Resources, and their agents access to the Project site at all times through completion of the Project to verify that the funds are being used for the purpose intended and that the construction work meets applicable state and federal requirements.

6.3 **USE OF GRANT FUNDS.** The Recipient shall expend funds received under the Contract only for the purposes and activities described in this Contract, Exhibit A, Exhibit B, and as approved by the Authority.

6.4 **NOTICE TO AUTHORITY.** In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

6.5 **MAINTENANCE OF PROJECT PROPERTY AND INSURANCE.** The Recipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient shall pay for and maintain insurance as is customary in the State of Iowa for entities such as the Recipient.

6.6 **REPORTS.** The Recipient shall report on progress towards completion of the Project. The reports shall be in a form and content specified by the Authority.

6.7 **COMPLIANCE WITH LAWS AND REGULATIONS.** The Recipient shall comply with all applicable federal, state, and local laws, regulations and rules; local ordinances; and orders issued by a court of competent jurisdiction.

6.8 **INDEMNIFICATION.** The Recipient agrees to indemnify and hold harmless the Authority and the State of Iowa and their officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

- 6.8.1 Any breach of this Contract;
- 6.8.2 Any negligent, intentional or wrongful act or omission of the Recipient or any agent or subcontractor utilized or employed by the Recipient in furtherance of this Contract;
- 6.8.3 The Recipient's performance or attempted performance of this Contract, including performance or attempted performance of this Contract by any agent or subcontractor utilized or employed by the Recipient;
- 6.8.4 Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;
- 6.8.5 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any third party, including any claim that any Deliverable, any use thereof, or the exercise of any rights with respect thereto, infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

6.9 Survives Termination. The Recipient's duties and obligations under this Indemnification provision shall survive the termination of this Contract and shall apply to all acts or omissions taken or made in connection with the performance of this Recipient regardless of the date any potential claim is made or discovered by any Indemnified Party.

ARTICLE 7
DEFAULT, REMEDIES, AND TERMINATION

7.1 DEFAULT.

7.1.1 Events of Default. The occurrence of any one or more of the following events shall constitute cause for the Authority to declare the Recipient in default of its obligations under this Contract: a) non-performance; b) use of Grant funds for activities not described in Exhibit A, Project Description and Budget; c) failure to begin construction of the Project within one year after the date of final execution of the Contract; d) failure to draw funds in accordance with this Contract for a period of one year; e) failure to complete Project in a timely manner; f) failure to comply with any applicable state or federal rules, regulations, or laws; g) the lack of continuing capacity of the Recipient to carry out the approved project in a timely manner; h) material misrepresentation made by or on behalf of the Recipient in connection with the award of Grant funds i) breach of any term of this Contract.

7.1.2 Notice of Default. The Authority shall issue a written notice of default providing therein a thirty (30) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

7.1.3 Default Remedies. When a default has occurred and is not cured within the required time period, the Authority may, after written notice to the Recipient:

- a. Suspend or reduce pending and future disbursements;
- b. Require repayment of all Grant funds; and/or

- c. Terminate this Contract.

7.1.4 Disputes. If the Recipient disagrees with the Authority's withholding of funds, the Recipient may request a formal review of the action, in accordance with 265 Iowa Administrative Code 28.4(3). The Recipient must submit a request in writing to the executive director of the Authority within 30 days of notification by the Authority of its planned action.

7.2 **TERMINATION**.

7.2.1 This Contract may be terminated in the following circumstances:

- a. As a result of the Recipient's default as defined in Article 7.2 and failure to cure within the time period provided;
- b. As a result of the termination or reduction of funding to the Authority or the deauthorization of the Authority to engage in activities or conduct business under this Contract; or
- c. Upon written mutual agreement by all parties to terminate the Contract.

7.2.2 Events Upon Termination. If this Contract is terminated by written mutual agreement of the parties, the Authority and the Recipient shall negotiate the terms of winding down the Project under this Contract. The Recipient shall cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs. The Authority shall pay only those amounts, if any, due and owing to the Recipient up to and including the date of termination of the Contract and for which the Authority is obligated to pay pursuant to this Contract. If this Contract is terminated as a result of the Recipient's default and failure to cure or as a result of the termination or reduction of funding to the Authority or the Authority is deauthorized to engage in activities or conduct business under this Contract, the Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. The Authority shall establish a repayment schedule for funds already disbursed to the Recipient.

ARTICLE 8 **GENERAL PROVISIONS**

8.1 AMENDMENTS. This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

8.2 THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this Contract. This Contract is intended to benefit only the Authority and the Recipient.

8.3 CHOICE OF LAW AND FORUM. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be the Iowa District Court for Polk County, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability (including without limitation sovereign immunity) in state or federal court which may be available to the Authority or the State of Iowa.

8.4 **INTEGRATION.** This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

8.5 **HEADINGS OR CAPTIONS.** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

8.6 **NOT A JOINT VENTURE.** Nothing in this Contract shall be construed as creating or constituting a partnership, joint venture, agent/principal relationship, or other association of any kind between the parties hereto. Each party shall be deemed to be an independent party contracting for the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

8.7 **SUPERSEDES FORMER CONTRACTS OR AGREEMENTS.** This Contract supersedes all prior contracts or agreements between the Authority and the Recipient for the services provided in connection with this Contract.

8.8 **WAIVER.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Authority and the Recipient, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

8.9 **NOTICE.**

8.9.1 Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing which shall be addressed to each party as follows:

If to the Authority: Iowa Finance Authority
Attn: Aaron Smith
1963 Bell Avenue, Suite 200
Des Moines, IA 50315
Aaron.Smith@IowaFinance.com

If to the Recipient: City of Ames
Attn: John Dunn
1800 East 13th Street
Ames, IA 50010
john.dunn@cityofames.org

8.9.2 Each such notice shall be deemed to have been provided:

8.9.2.1 At the time it is actually received; or,

8.9.2.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

8.9.2.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail or Certified Mail, Return Receipt Requested.

8.9.3 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

8.10 **CUMULATIVE RIGHTS.** The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

8.11 **SEVERABILITY.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

8.12 **AUTHORIZATION.** Each party to this Contract represents and warrants to the other parties that:

8.12.1 It has the right, power and authority to enter into and perform its obligations under this Contract.

8.12.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with the terms hereof.

8.13 **SUCCESSORS IN INTEREST.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

8.14 **DOCUMENTS INCORPORATED BY REFERENCE.** The following documents are hereby incorporated by reference:

8.14.1 Exhibit A, Project Description and Budget.

8.14.2 Exhibit B, Recipient’s WTFAP Application.

8.15. **ORDER OF PRIORITY.** In the event of a conflict between documents, the following order of priority shall be applied:

8.15.1 Article 1 of this Contract.

8.15.2 Exhibit A, Project Description.

8.15.3 Exhibit B, Recipient’s WTFAP Application.

8.16. **RESTRICTION ON USE OF MONEYS.** The Recipient acknowledges that Iowa Code section 19.2 prohibits the Authority from expending any moneys appropriated by the Iowa General Assembly or any other moneys derived from any other source to establish, sustain, support or staff a “diversity, equity, and inclusion office”, or to contract, employ, engage, or hire an individual to serve as a “diversity, equity, and inclusion officer”, as those terms are defined in Iowa Code section 19.1. The Recipient will comply with Iowa Code section 19.2 and will not use any monies received by the Authority under this Contract for any purpose in contravention of section 19.2. In the event the Recipient is found to knowingly be in violation of this provision, the Recipient may be required, at the discretion of the Authority, to return all or a portion of the funds received under this Contract, as well as be subject to all other applicable penalties provided by law.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

RECIPIENT:

IOWA FINANCE AUTHORITY:

Deborah Durham, Director

Exhibit A
Project Description

Project Description¹:

The Ames Water Pollution Control Facility (WPCF) has the second-longest wastewater discharge compliance record in the nation at more than 33 years. The facility does an outstanding job of removing pollutants that it was designed to remove. Unfortunately, nutrients are not something the facility was designed to remove. The project will be a \$130 million overhaul the facility to upgrade existing facilities, and will also add new technology to remove more pollutants; specifically nutrients. The project will proceed in two phases, with construction of Phase 1 (\$62.617 million) now at roughly 40% completed. Phase 2 (~\$70 million) is expected to follow in roughly 10 years.

Refer to the attached application in Exhibit B for more project details.

¹ From Application

Exhibit B
Recipient's WTFAP Application

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2025 Application for Funding

PROGRAM OVERVIEW

The Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP) provides grant funding to Iowa communities for wastewater and drinking water infrastructure projects. Awards are determined annually by a committee consisting of representatives from the Iowa Finance Authority (IFA), the Iowa Department of Natural Resources (DNR) and the Iowa Department of Agriculture and Land Stewardship (IDALS).

Priority consideration for funding is given to:

- **Disadvantaged Communities seeking financial assistance for the installation or upgrade of wastewater or drinking water treatment facilities**
- **Projects whose completion will provide significant improvement to water quality in the watershed**
- **Communities employing alternative wastewater treatment technology pursuant to Iowa Code [455B.199C](#)**
- **Communities where sewer or water rates highest as a percentage of community's median household income**
- **Communities employing technology to address the goals of the Iowa Nutrient Reduction Strategy**
- **Communities whose drinking water supply is a source water on the impaired waters list**
- **Communities whose project will improve waters on the impaired waters list**

More information can be found at iowafinance.com.

FUNDING AVAILABILITY AND APPLICATION PROCESS

We are prepared to award approximately \$8 million available to eligible projects for the 2025 funding round. The maximum grant award is limited to \$500,000.

Applications are due Monday, November 3, 2025. Awards will be announced in late 2025.

Applications may be submitted via email or mail:

waterquality@iowafinance.com

or

Iowa Finance Authority
Attn: Water Quality
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

Because grants are awarded annually and funds are limited,

- 1) **WTFAP grant awards are limited to \$500,000 annually**
- 2) **WTFAP grant awards are limited to \$500,000 in total per project**
- 3) **WTFAP applicants must commit to start construction before September of 2026**

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2025 Application for Funding

APPLICANT INFORMATION

Applicant Name: City of Ames, Iowa
Contact Person/Title: John Dunn, Director - Water & Pollution Control
Street Address: 1800 E 13th Street City: Ames
County: Story Zip Code: 50010
Phone Number: 515-239-5150 Email Address: john.dunn@cityofames.org

PROJECT INFORMATION

Please complete the following information about the Project.

Project Priority Category *(select all that apply)*

- 1. Disadvantaged Community installing or upgrading wastewater or drinking water treatment facilities
- 2. Project provides significant improvement to water quality in the watershed upon completion
- 3. Project employs alternative wastewater treatment technology pursuant to Iowa Code [455B.199C](#)
- 4. Sewer or water utility rates are more than 2% of the community's median household income
- 5. Project employs technology to address the goals of the Iowa Nutrient Reduction Strategy
- 6. Drinking water supply is a source water on the impaired waters list
- 7. Project improves water(s) on the impaired waters list
- 8. None of the above (If none of the above, the project is not eligible)

Project Description

Please briefly describe the project and why it is necessary in simple, easily understood terminology (2-5 sentences)

The Ames Water Pollution Control Facility (WPCF) has the second-longest wastewater discharge compliance record in the nation at more than 33 years. The facility does an outstanding job of removing pollutants that it was designed to remove. Unfortunately, nutrients are not something the facility was designed to remove. The project will be a \$130 million overhaul the facility to upgrade existing facilities, and will also add new technology to remove more pollutants; specifically nutrients. The project will proceed in two phases, with construction of Phase 1 (\$62.617 million) now at roughly 40% completed. Phase 2 (~\$70 million) is expected to follow in roughly 10 years.

Cost info presented below is for Phase 1 only. Phase 2 will follow with construction planned for FY 36/37.

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2025 Application for Funding

Project Status – Choose One That Best Describes Project Readiness

- 1. Engineer hired (planning phase)
- 2. Preliminary Engineering Report of Final Plan Developed
- 3. Construction Permit Issued
- 4. Construction Permit Issued and Construction Contracts Awarded
- 5. Construction Started

Project Cost and Funding Breakdown

Expense Type	Amount
Administrative	\$ 100,000
Financial and Legal	
Planning & Design	\$ 2,454,620
Engineering Construction Fees	\$ 3,749,600
Construction Contract #1	\$ 53,370,000
Construction Contract #2	
Material or Equipment (not part of contract 1 or 2)	\$ 2,942,780
Total Project Costs	\$ 62,617,000.00

Funding Source	Amount
2025 WTFAP Request (Required)	\$ 500,000
Previous WTFAP Award	
CDBG	
USDA – Grant	
USDA – Loan	
SRF Loan	\$ 62,117,000
Local Funds	
Congressional Earmark	
Total Sources of Funds	\$ 62,617,000.00

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2025 Application for Funding

SYSTEM INFORMATION

Please provide operating and financial information about the Utility System.

Select System:

- Wastewater
 Drinking Water

Annual Usage (Gallons/year):

Population Served by System:

Median Household Income:

Click [here](#) to look up Median Household Income.

User Rates

Average Expected Monthly Bill for **Residential** Ratepayers

Not Including Requested 2025 WTFAP Funds	\$ 35
Including Requested 2025 WTFAP Funds	\$ 35

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Have ordinances related to increasing rates been adopted for financing this project?

Connections and Annual Revenue by Type

	Number of Connections	Annual Revenue	Percent of System Usage
Residential	17,220	\$ 5,473,573.63	35%
Commercial	2,143	\$ 3,647,874.98	41%
Industrial	1	\$ 39,661.25	1%
Other - Contract Billing	4	\$ 2,222,388.74	23%
Unmetered	3	\$ 922.56	0%
Total Revenue:		\$ 11,384,421.16	100%

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2025 Application for Funding

Financial Information

Expenditures for FY 2025

Operation and Maintenance	\$ 5,542,996
Repairs	\$ 667,265
Capital Improvement Fund	\$ 2,328,336
Other – <i>Specify:</i> Debt Service	\$ 1,899,274
Total Expenditures:	\$ 10,437,871.00

Fund Balances

Total Fund Balance	Amount Restricted	Amount Unrestricted
\$ 26,065,240	\$ 144,837	\$ 25,920,403

Existing System Debt

Revenue Bonds <i>(list below)</i>	Current Balance	Interest Rate	Year Issued	Maturity Date	Annual Payment (P & I)
Attached					
Other Debt Payable from System Revenues					
Totals:	\$ 0				\$ 0

PROFESSIONAL CONSULTANTS

Please provide information about the professional consultants assigned to the Project.

Project Engineer

Firm Name: Strand Associates
 Contact Person: Travis Anderson, Project Manager
 Phone Number: (608) 251-4843 Email Address: Travis.Anderson@Strand.com

Municipal Advisor/Financial Consultant (if applicable)

Firm Name: PFM
 Contact Person: Susanne Gerlach
 Phone Number: (515) 724-5734 Email Address: gerlachs@pfm.com

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2025 Application for Funding

Complete this section if you are applying for assistance under any of the following priority areas 2, 6 or 7:

Identify the watershed and/or waterbody the project will improve:

The specific impact is the South Skunk River from the Ames WPCF outfall downstream. More broadly, the project will impact the South Skunk Watershed (HUC 8). Of note, the South Skunk Watershed (HUC 8) has been selected by the Water Resources Coordinating Council (WRCC) as an initial priority area in Iowa for Iowa Nutrient Reduction Strategy implementation projects and activities.

Identify the current impaired use/s and cause/s of the impairment/s to the waterbody the project improves:

Downstream reaches are identified as "impaired" due to low fish and invertebrate Index of Biological Integrity (IBI) score, as well as failing to meet the primary contact recreation standard (the Class B (WW1) and Class A1 standards, respectively). The cause for this was not identified. However given the fact that there are multiple factors for impairment indicates a large and complex water quality issue that affects the watershed. The impairments greatly limits the ability of residents to utilize this water resources for recreational opportunities, including swimming, fishing, and other in-water experiences.

The South Skunk River is part of the Water Quality Initiative (WQI) to support Iowa's Nutrient Reduction Strategy led by the Iowa Department of Agriculture & Land Stewardship. The Headwaters of the South Skunk River Watershed Management Authority (WMA) has completed a Watershed Management Plan with the goal of creating a roadmap for addressing the most pressing surface water issues, mainly water quality. The City of Ames is a member community of this initiative and is pursuing improvements both at the treatment plant (the project this application supports) and in-field and edge-of-field projects throughout the watershed.

We would again highlight that Ames WPCF has not had an NPDES permit violation since it came on line in late 1989; a testament to the City's commitment to protecting the South Skunk River.

Briefly describe how the project will improve water quality in the watershed or address the specific impairment/s to the waterbody:

The discharge from the Ames Water Pollution Control Facility represents roughly 5% of the total nitrogen loading and 20% of the total phosphorus loading into the headwaters portion of the South Skunk River watershed upstream of Ames' outfall. This project, when completed, is expected to cut the WPCF's nitrogen discharge by 67% and its phosphorus discharge by 75%.

As previously indicated, there are several official impairments to the South Skunk River that impacts and limits use of this water resource. Improving the water quality by reducing the discharge of nitrogen and phosphorus is bound to have a positive

Discuss project location, land ownership and plans for acquiring properties or easements, if applicable.

The proposed work will all take place within the confines of the Ames Water Pollution Control Facility, on ground that has been owned by the City of Ames for over 35 years. No new land acquisition or easements are anticipated.

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2025 Application for Funding

Complete this section if you are applying for assistance under priority area 3:

Please note that in addition to Iowa Code 455B.199C, “alternative technology” could also mean a commonly used technology that has been proven effective and reliable for its intended purpose but is not included in the [Iowa Wastewater Facilities Design Standards](#).

Explain the alternative wastewater treatment technology being used:

The technology being implemented is a Simultaneous Nitrification-Denitrification (SNDN) activated sludge process. This process emphasizes energy efficiency and efficient carbon use for denitrification. This saves on aeration energy as well as a dedicated anoxic zone. There are very few plug flow facilities that currently operate the entire aeration volume at dissolved oxygen levels below 0.7 mg/L. Based on extensive research, we believe this technology offers significant energy and nutrient removal benefits. The design will allow the DO to be manipulated through baffling and valving to operate in a conventional biological nutrient removal mode should the SNDN system not perform as expected in Iowa's winter months.

The Facility Plan describing this treatment approach was approved by the Iowa Department of

Please include documentation with this application demonstrating that the alternative wastewater technology has been approved by DNR pursuant to Iowa Code 455B.199C

Complete this section if you are applying for assistance under the following priority area 5:

Explain the technology being used and how it reduces nutrients to help address the goals of the Iowa Nutrient Reduction Strategy:

The primary driver for the project is the 2013 Iowa Nutrient Reduction Strategy, which is part of a broader regional plan to address nutrient-related water quality issues. The Nutrient Reduction Strategy target for wastewater treatment facilities like Ames is a reduction of 67% of the total nitrogen and 75% of the total phosphorous in the facility's discharge. This project will progressively and continuously improve the removal efficiencies of the Ames facility, ultimately allowing Ames to achieve these very aggressive nutrient reduction goals.

The City short-listed three technologies for detailed investigation. They included:

- Conventional biological nutrient removal (BNR) activated sludge
- Simultaneous nitrification-denitrification (SNDN) activated sludge
- Aerobic Granular Sludge (AGS)

After extensive modeling and a substantial investigation into non-capital cost factors (such as reliability at peak flows, reliability at low discharge ammonia levels, ongoing O&M costs, flexibility for

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2025 Application for Funding – Minority Impact Statement

Pursuant to [Chapter 8](#) of the Iowa Code, all grant applications submitted to the State of Iowa which are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the State’s mechanism to require grant applicants to consider the potential impact of the grant project’s proposed programs or policies on minority groups.

Please choose a statement below that pertains to this grant application. Complete all the information requested for the chosen statement.

1. The proposed project funded by this grant could have a disproportionate or unique positive impact on minority persons.

Briefly describe the positive impact expected from this project:

Indicate which group(s) are expected to be impacted:

- | | | |
|----------------------------------|--|---|
| <input type="checkbox"/> Women | <input type="checkbox"/> Persons with a Disability | <input type="checkbox"/> Asians |
| <input type="checkbox"/> Blacks | <input type="checkbox"/> American Indians | <input type="checkbox"/> Alaskan Native Americans |
| <input type="checkbox"/> Latinos | <input type="checkbox"/> Pacific Islanders | <input type="checkbox"/> Other |

2. The proposed project funded by this grant could have a disproportionate or unique negative impact on minority persons.

Briefly describe the negative impact expected from this project:

Indicate which group(s) are expected to be impacted:

- | | | |
|----------------------------------|--|---|
| <input type="checkbox"/> Women | <input type="checkbox"/> Persons with a Disability | <input type="checkbox"/> Asians |
| <input type="checkbox"/> Blacks | <input type="checkbox"/> American Indians | <input type="checkbox"/> Alaskan Native Americans |
| <input type="checkbox"/> Latinos | <input type="checkbox"/> Pacific Islanders | <input type="checkbox"/> Other |

Present the rationale for the existence of the proposed project:

Provide evidence of consultation with representatives of the minority groups impacted:

As a part of the SRF process, a comprehensive environmental impact assessment was completed. Public notice was issued in the Ames Tribune, posted prominently at the Ames City Hall, Water Treatment Plant, and Water Pollution Control Facility. Multiple social media announcements were also shared. Notice was made to numerous federal, state, and local agencies, including 29 Native

3. The proposed project funded by this grant is not expected to have a disproportionate or unique impact on minority persons. Briefly present the rationale for determining no impact:

Because the treatment process serves the entire Ames community, as well as Iowa State University and the City of Kelley, all persons will benefit identically from the process upgrade. A Finding of No Significant Impact was issued for the construction, indicating no known negative impacts.

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2025 Application for Funding

Attestation of Truthfulness

The undersigned is duly authorized to apply for this grant on behalf of the Applicant. The Applicant declares under penalty of law that all facts given, and information attached are true and correct. The Applicant authorizes Iowa Finance Authority to verify all information.

Authorized Signature

John R Dunn, PE, MBA

Printed Name

Director, Water & Pollution Control

Title

October 16, 2025

Date

All applications are due Friday, October 24, 2025

Signed Applications may be emailed or mailed.

waterquality@iowafinance.com

or

Iowa Finance Authority
Attn: Water Quality
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

ITEM #: 8
DATE: 02-24-26
DEPT: ADMIN

COUNCIL ACTION FORM

SUBJECT: 2026 AARP COMMUNITY CHALLENGE GRANT PROGRAM

BACKGROUND:

The [AARP Community Challenge](#) is a grant program offered by the American Association of Retired Persons to make communities more livable for people of all ages with tangible improvements that jump-start long-term change. Eligible projects benefit residents, especially those age 50 and older, in areas of transportation, mobility, housing, and overall quality of life.

Staff has engaged with multiple senior living communities to develop a grant proposal that would initiate single-stream recycling at partner facilities. While the City plans to implement community residential curbside recycling in July 2026, facilities such as senior living communities will be excluded from the residential program. As such, the AARP grant is an opportunity to support these types of facilities with recycling.

Grant funds would be used to pay for up to six months of recycling hauler costs, supplies such as collection containers, and educational materials. Staff is actively working with partners to finalize the grant application and budget, which will not exceed the program maximum of \$15,000. Grant applications are due on March 3. Applicants will be notified in May, and projects must be completed by December 2026.

If the grant is successful, the City would serve as a pass-through entity, distributing 100% of grant funds to interested partners to complete recycling activities. Staff will be available to support, but each partner receiving funding will be responsible for the implementation of recycling at their facility. Following the six-month grant period, partners are not obligated to continue recycling but will likely continue if residents support the initiative or savings are realized through reduced trash hauling. Partners will share information about diversion rates and participation with the City, and the lessons learned will help staff better support future multifamily and commercial recycling efforts in the community.

ALTERNATIVES:

1. Authorize staff to apply for and participate in the AARP's Community Challenge grant program for up to \$15,000.
2. Do not authorize staff to apply for or participate in the AARP's Community Challenge grant program.

CITY MANAGER'S RECOMMENDED ACTION:

The AARP grant would support access to recycling for Ames residents who would not receive the service through the residential curbside recycling program. The grant proposal aligns with the City's waste diversion and Climate Action Plan goals. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.



To: Mayor and City Council
From: Keith Abraham, Parks and Recreation Director
Date: February 24, 2026
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.

In accordance with this directive, the City's Construction Manager for the project, Story Construction, has provided a Project Status Update (Attachment A).

There are several items that City Council needs to be updated on regarding the project.

Precast Concrete Panels

Staff continues to work with Story and RDG regarding the precast concrete panels. A Notice to Cure letter has been sent to the Bid Package Contractor which included the need to respond by February 23. Three stain colors have been selected to be applied to the mockup panel and will be done soon. Staff, along with RDG and Story Construction representatives, will provide an update to City Council in March.

Polished Concrete Floors

The concrete floors in the lobby and the hallway to the locker rooms were specified to be a polished Class B finish which is best described as a "salt & pepper" look. Staff is not happy with the inconsistencies, imperfections, and the overall appearance of these areas. Thus, staff has directed the contractor to go

to a Class C finish which will look similar to a terrazzo floor.

A Construction Change Directive (CCD) was issued to keep the project moving forward. The work began on February 9 and is expected to be completed by February 23. The cost estimate to do this work is \$34,210. Staff has had conversations with Story and the contractor regarding who is to pay for this change. Through these discussions, it has been agreed that the City will pay \$20,000, the contractor \$12,210, and Story \$2,000. All parties feel this is a fair resolution and a change order has been processed administratively.

Substantial Completion Dates

The revised substantial completion dates are as follows:

February 27 - Non-natatorium spaces

February 27 - Natatorium spaces

Please note that the glazing for the southeast portion of the natatorium has a 10-week lead time and will need to be installed in early April. Efforts to expedite the procurement of the glazing have been unsuccessful. Story has informed the Pool Bid Package Contractor that they are responsible for paying for the purchase and installation of temporary tempered glass in this area.

State Inspection

The state inspection is scheduled for March 3 and will encompass all components related to the operation of the aquatic areas. In preparation for this, Story, RDG, and City staff are reviewing the inspection checklist to ensure the facility is ready to go.

Soil and Ground Water Contamination

It should be noted there have been no contaminated soils or groundwater found to date.

CHANGE ORDER SUMMARY:

There were five change orders since the last report, and the changes thus far on the project are shown on the change order log (Attachment B).

Roller Shade in Aquatic Manager Office - \$1,103. Staff requested the contractor add a roller shade on the door of the office to provide privacy when needed.

AV Media Touch Pads, Antenna, and Mic - \$1,212. Staff directed these to be installed as they are needed for aqua classes that will be offered in the lap pool and wellness pool.

Aquatic Storage Rooms HVAC - \$6,626. Staff asked for fans to be installed and changes be made to the HVAC system to provide increased air flow in these rooms to dry wet equipment between uses.

Aquatic Storage Rooms Piping Insulation - \$1,141. The Building Commissioning agent recommended insulating the piping in these rooms and staff agreed.

Redo Conduit in Thickened Slab in Maintenance Area - \$483. Staff requested a thicker slab in the maintenance area and because of this, conduit had to be installed deeper than what was originally done.

To date, construction change orders for the project total \$406,732, or 19.37% of the contingency budget. The contingency for this project is \$2.1 million with a current balance of \$1,693,268. 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 2026-2.pdf](#)

[Attachment B - Change Order Log - 2-24-26.pdf](#)

**Fitch Family Indoor Aquatic Center
Monthly Project Status Report
February 2026**

***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. All pool painting and tiling was completed.
2. Pool accessories (volleyball nets, ladders, etc.) were installed.
3. Pool deck caulking and sealing was completed.
4. Pool fill started.
5. Natatorium painting and lighting was completed.
6. Polished concrete floor was completed per design change from the city.
7. Check-In desk in the Lobby will be installed.
8. Interior storefront framing and glazing continued.
9. Low voltage wiring for fire alarm, cameras and audio/visual continued.
10. HVAC Controls wiring continued.
11. Exterior curtain wall framing was installed at Natatorium southwest.
12. Exterior roof edge metals were installed.
13. Job trailers were removed from the parking lot.
14. Parking lot striping and signage was installed.
15. Final mechanical, electrical and plumbing installations continued in the Aquatic and Electrical Mechanical Rooms.
16. Final cleaning started.
17. Owner Trainings started.
18. Coordination meetings continued for mechanical equipment startup with the affected Bid Package Contractors. Various mechanical equipment was started up.
19. Building Envelope Consult inspections continued for curtain wall glazing and precast penetrations.
20. Design team site visits and field observations continued.
21. Requests for Information continued to be processed between the Bid Package Contractors, Story Construction, and RDG Planning & Design.

WORK PLANNED FOR UPCOMING MONTH:

1. Final mechanical equipment will be started up.
2. HVAC Commissioning will begin.
3. All storefront and curtain wall glazing will be completed except for the southwest exterior glazing which will be installed early April.
4. Exterior metal soffit panels will be installed.
5. Final cleaning will be completed.
6. Punch List will be recorded and distributed to contractors.
7. Pool filling will be complete and State Pool Inspection will be completed.
8. Final Fire and Life Safety Inspections will be completed for Temporary Certificate of Occupancy, allowing building turnover to the city. The southwest quadrant of the site will be temporarily fenced off through Spring 2026 to allow safe install of the bioretention cell as soon as the ground thaws. The Final Certificate of Occupancy will be granted once this work is completed.
9. Owner Trainings will continue.
10. Building Envelope Consult inspections will be completed for curtain wall glazing and sealing exterior wall penetrations.

SCHEDULE SUMMARY:

Construction Substantial Completion Date:

Non-Natatorium: February 27, 2026

Natatorium: February 27, 2026

PROJECT PHOTOS: [Next page]

Progress

LIGHTING AND FINAL CLEANING - VIEW TO NORTH

Taken Date
02/04/2026 at 01:24 pm

Upload Date
02/04/2026 at 01:24 pm

Uploaded By
Deb Thurmond

File Name
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Progress

FINAL CLEANING OF DUCTWORK IN PROGRESS

Taken Date
02/04/2026 at 01:25 pm

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02/04/2026 at 01:25 pm

Uploaded By
Deb Thurmond

File Name
IMG_2026_02_04_13_25...



Progress

WELLNESS POOL READY TO FILL & STOREFRONT FRAMING IN PROGRESS

02/17/2026 at 12:11 pm

Upload Date

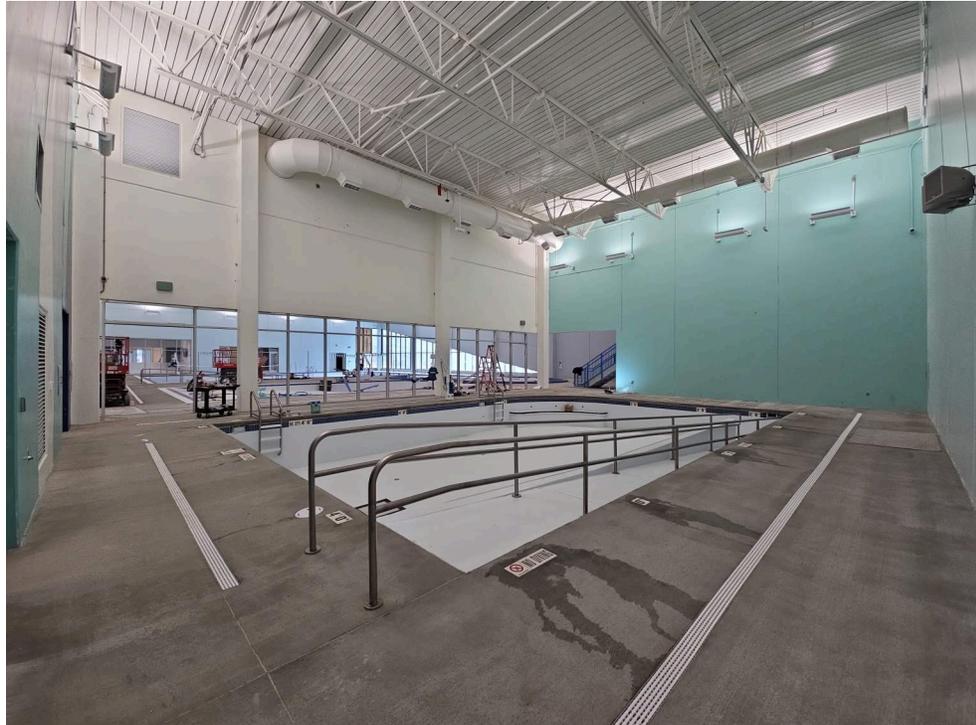
02/17/2026 at 12:11 pm

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Deb Thurmond

File Name

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Aerial Photos

WATER SLIDE STAIRS AND RUNOUT TUB

Taken Date

02/16/2026 at 01:09 pm

Upload Date

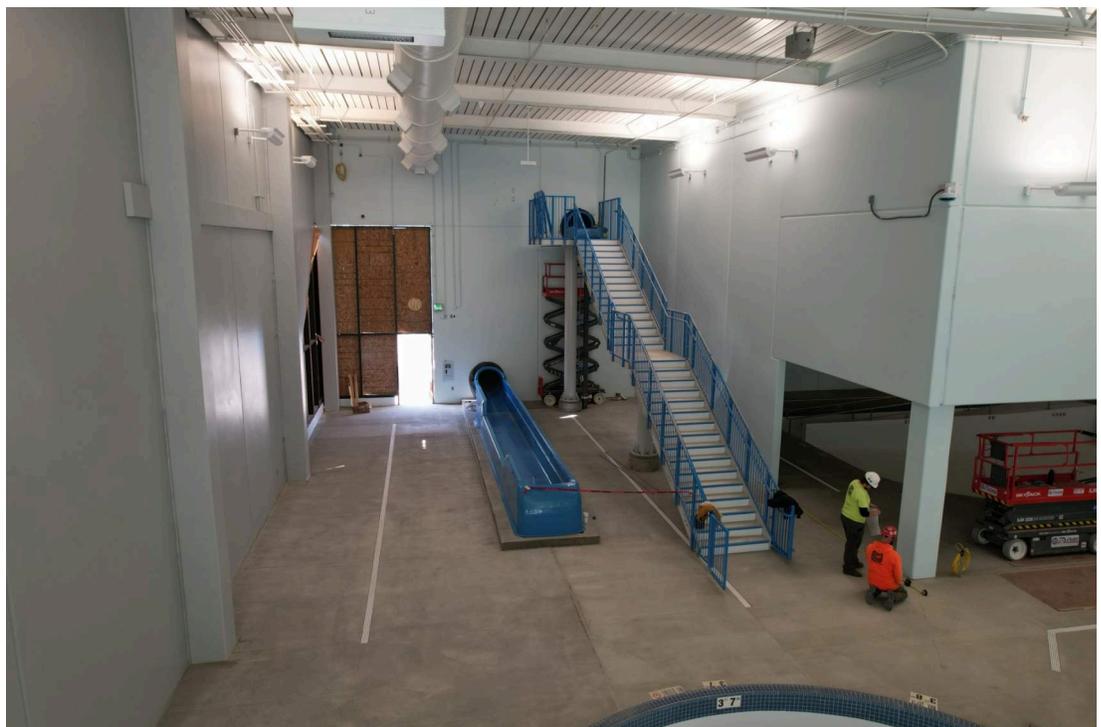
02/16/2026 at 01:19 pm

Uploaded By

Mitch Anderson

File Name

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Aerial Photos

**REC POOL READY FOR
PLAY STRUCTURE**

Taken Date
02/16/2026 at 01:08 pm

Upload Date
02/16/2026 at 01:18 pm

Uploaded By
Mitch Anderson

File Name
7E34FC69-0026-4E3A-8...



Aerial Photos

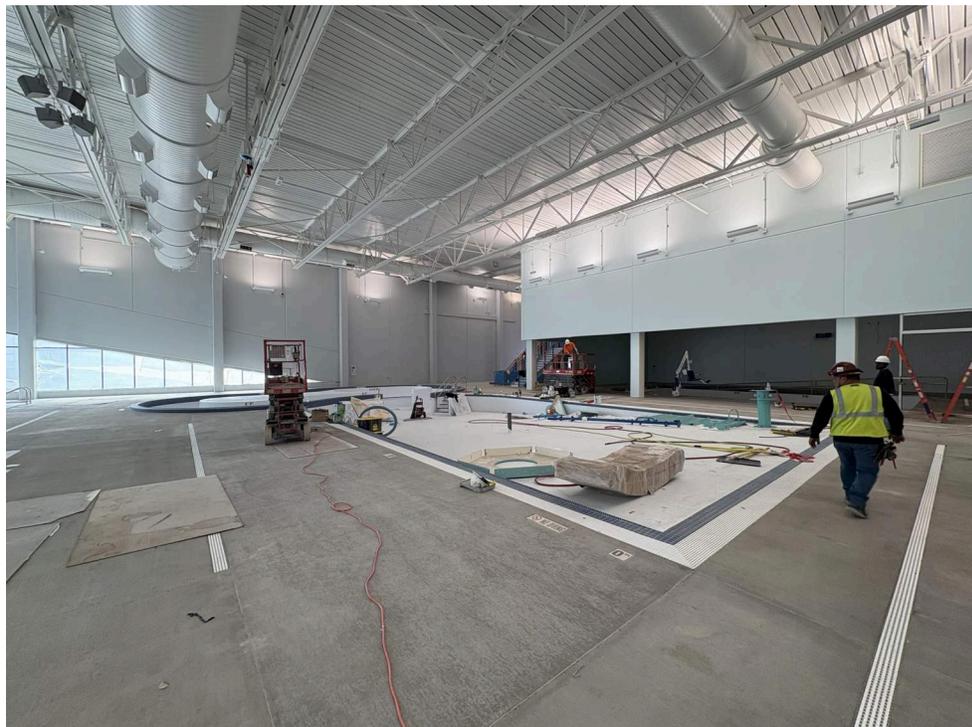
**ROOF STRUCTURE
FOLLOWING CLEANING**

Taken Date
02/16/2026 at 12:52 pm

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02/16/2026 at 01:21 pm

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Mitch Anderson

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Aerial Photos

**LAP POOL ACCESSORIES
INSTALLED & READY TO FILL**

Taken Date
02/16/2026 at 12:51 pm

Upload Date
02/16/2026 at 01:21 pm

Uploaded By
Mitch Anderson

File Name
[EBC2887C-6006-4169-9...](#)



Progress

**CHILLER EQUIPMENT READY
TO BRING ONLINE DURING
POOL FILL**

02/17/2026 at 12:07 pm

Upload Date
02/17/2026 at 12:07 pm

Uploaded By
Deb Thurmond

File Name
[IMG_2026_02_17_12_07...](#)



Progress

**WATER SERVICE ENTRY WITH
PIPE INSULATION & LABELING**

Taken Date
02/17/2026 at 12:07 pm

Upload Date
02/17/2026 at 12:07 pm

Uploaded By
Deb Thurmond

File Name
IMG_2026_02_17_12_07...



Aerial Photos

**EXTERIOR BUILDING NORTH
ELEVATION SHOWING
PARKING LOT STRIPING**

02/16/2026 at 12:43 pm

Upload Date
02/16/2026 at 01:22 pm

Uploaded By
Mitch Anderson

File Name
EFAEC96B-54CD-48B0-B...



Aerial Photos

**EXTERIOR SOUTH
ELEVATION SHOWING
GLAZING & WATER SLIDE**

02/16/2026 at 12:42 pm

Upload Date
02/16/2026 at 01:22 pm

Uploaded By
Mitch Anderson

File Name
OE01EDD2-A398-4650-8...



FITCH FAMILY INDOOR AQUATIC CENTER
CHANGE ORDER LOG
(As of 2/24/26)
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
Core Construction	6	Hoist Beam End Stop	\$ 1,356	\$ 2,055,977
Forrest & Associates	1	Channel Support	\$ 1,163	\$ 2,054,814
Lansink Construction	1	Wet Room Door Change, Multipurpose Room Cubbies	\$ 42,129	\$ 2,012,685
Lansink Construction	2	Door 115A Change to FRP	\$ 2,858	\$ 2,009,827
Lansink Construction	3	Interior Finishes	\$ 3,021	\$ 2,006,806
Lansink Construction	4	Check-In Standing Desk	\$ 3,995	\$ 2,002,811
Lansink Construction	5	Sink Countertop Brackets	\$ 1,639	\$ 2,001,172
Lansink Construction	6	Wood Blocking	\$ 752	\$ 2,000,420
Lansink Construction	7	Waterproof Exterior - Aquatic Mechanical	\$ 1,167	\$ 1,999,253
Lansink Construction	8	Converting Room 108 Shower to a Roll In Shower	\$ 2,653	\$ 1,996,600
Lansink Construction	9	Donor Wall	\$ 33,224	\$ 1,963,376
Lansink Construction	10	Additional Changing Room Tile	\$ 2,597	\$ 1,960,779
Lansink Construction	11	Roller Shade Add in Aquatic Manager Office	\$ 1,103	\$ 1,959,676
Central States Roofing	1	IDPH Permit Review, Mechanical Louver Mods	\$ 1,647	\$ 1,958,029
Central States Roofing	2	Roofing Over Hollow Core	\$ 5,116	\$ 1,952,913
Orming Glass Company	1	Wet Room Door Changes	\$ (3,823)	\$ 1,956,736
Orming Glass Company	2	Window Frit Revisions	\$ 1,743	\$ 1,954,993
Orming Glass Company	3	Auto Door Operators	\$ 9,757	\$ 1,945,236
Orming Glass Company	4	Entry Way Column Metal Wrap	\$ 438	\$ 1,944,798
Hilsabek Schacht	1	Wet Room Door Change	\$ -	\$ 1,944,798
Hilsabek Schacht	2	Door 115A Change to FRP	\$ -	\$ 1,944,798
Hilsabek Schacht	3	Donor Wall Drywall	\$ 3,557	\$ 1,941,241
Hilsabek Schacht	4	Site Signage	\$ (350)	\$ 1,941,591
Hilsabek Schacht	5	Precast Pocket Covers	\$ 2,598	\$ 1,938,993
Hilsabek Schacht	6	Omit Painting - Mechanical Rooms	\$ (3,280)	\$ 1,942,273
Hilsabek Schacht	7	Close Off Top Of South Wellness Precast	\$ 3,808	\$ 1,938,465
Hilsabek Schacht	8	Wellness Precast Vertical Joints & Frame Top of Masonry	\$ 3,656	\$ 1,934,809
Hilsabek Schacht	9	Curtain Wall 12 & Metal Panels	\$ 599	\$ 1,934,210
Hilsabek Schacht	10	AV Media Player Touch Pads Antenna & Mic	\$ 1,212	\$ 1,932,998
Sande Construction	1	IDPH Permit Review Updates	\$ 1,370	\$ 1,931,628
Sande Construction	2	CO2 Tank Distribution Piping	\$ 2,692	\$ 1,928,936
Sande Construction	3	Sump Pump Rail System and Backwash Pit Grate	\$ 4,744	\$ 1,924,192
Midwest Fire Sprinkler	1	Omit Sprinkler Heads at Main Entry Exterior	\$ (700)	\$ 1,924,892
Brockway Mechanical	1	Hydronic Pumps Flow Update	\$ (2,320)	\$ 1,927,212
Brockway Mechanical	2	IDPH Permit Review Updates, 6" Storm Drain Relocation, Mechanical Louver Mods, Glycol Feed Dual Pump	\$ 38,702	\$ 1,888,510
Brockway Mechanical	3	State Requirements	\$ 12,033	\$ 1,876,477
Brockway Mechanical	4	Pool Trench Drain Float Alarm	\$ 2,318	\$ 1,874,159
Brockway Mechanical	5	Converting Room 108 Shower to a Roll In Shower	\$ 7,180	\$ 1,866,979
Brockway Mechanical	6	Aquatic Storage Rooms HVAC	\$ 6,626	\$ 1,860,353
Brockway Mechanical	7	Aquatic Storage Rooms Piping Insulation	\$ 1,141	\$ 1,859,212
Van Maanen Electric	1	IDPH Permit Review Updates	\$ 21,953	\$ 1,837,259
Van Maanen Electric	2	Transformer Relocate	\$ 14,237	\$ 1,823,022
Van Maanen Electric	3	Light Fixture SWA Dimming	\$ 4,679	\$ 1,818,343
Van Maanen Electric	4	Exterior Signage Lighting Controls	\$ 1,007	\$ 1,817,336
Van Maanen Electric	5	Pool Trench Drain Float Alarm	\$ 1,356	\$ 1,815,980
Van Maanen Electric	6	Wiring Auto Door Operators in Corridor 108	\$ 959	\$ 1,815,021
Van Maanen Electric	7	ICN Connection	\$ 9,040	\$ 1,805,981
Van Maanen Electric	8	New Light Fixture for Vestibule & Exterior	\$ 2,411	\$ 1,803,570
Van Maanen Electric	9	Change TV Mounting Heights	\$ 1,049	\$ 1,802,521
Van Maanen Electric	10	Redo Conduit in Thickened Slab in Maintenance Area	\$ 483	\$ 1,802,038
Con-Struct	1	Water Service Disconnect	\$ 7,747	\$ 1,794,291
Con-Struct	2	Building Rubble Removal	\$ 45,419	\$ 1,748,872
Con-Struct	3	Planting Revisions	\$ (737)	\$ 1,749,609
Con-Struct	4	Curb Strip Restoration	\$ 9,702	\$ 1,739,907
Con-Struct	5	Southeast Planting Revisions & Dormant Seed Matting	\$ 2,575	\$ 1,737,332
Iowa Pipe & Grading	1	Storm & Existing Water Utility Conflict & Sanitary Tie in at N. 2nd Ave	\$ 14,518	\$ 1,722,814
Lakeside	1	Site Signage	\$ 2,120	\$ 1,720,694
Lakeside	2	CyRide Concrete Pad	\$ 296	\$ 1,720,398
Lakeside	3	Replace Curb & Gutter on Oak Avenue	\$ 27,130	\$ 1,693,268
Totals / Current Balance			\$ 406,732	\$ 1,693,268

ITEM #: *
DATE: 02-24-26
DEPT: ADMIN

COUNCIL ACTION FORM

SUBJECT: REQUESTS FOR AMES MAIN STREET FARMERS' MARKET

BACKGROUND:

The Ames Regional Economic Alliance is planning to host the annual Ames Main Street Farmers' Market this summer. This year, organizers are requesting to hold the event on the 200, 300, and 400 blocks of Main Street and on Burnett Avenue from Main Street to the U.S. Bank drive-through. The request to include the 200 block of Main Street is an expansion to the event boundary from previous years. The Market will operate every Saturday from May 2, 2026 to October 17, 2026 from 8:00 a.m. to 12:30 p.m. To facilitate set-up and teardown, streets and parking spaces need to be closed from 5:30 a.m. to 1:30 p.m. each day.

To facilitate the event, organizers request a blanket Vending License for the entire Central Business District from 5:30 a.m. to 1:30 p.m. each day of the Market, which will allow downtown businesses that file an insurance certificate with the City to display items for sale on the sidewalks. The Chamber has requested that the \$50 Vending License fee be waived.

Organizers have also requested the use of Tom Evans Plaza between the hours of 5:30 a.m. and 1:30 p.m. for vendor booths and entertainment. As in previous years, this space would be used for entertainment and educational activities for children and families. However, to prevent damaging the turf in the plaza, vendors will not be permitted to use the turf areas for their activities.

The use of electricity in Tom Evans Plaza, along Main Street and on Burnett Avenue has also been requested. Organizers have requested a waiver of the \$5 per day fee for use of electricity.

To facilitate the Market, organizers have also requested that the two- and four-hour limits in parking in CBD Lots X and Y be waived during Market hours. Additionally, 103 metered parking spaces will be closed for 4.5 metered hours each day the Market operates (25 total days). **City staff estimates that this will result in a loss of \$2,897 to the Parking Fund.**

Market organizers have requested that the meter fees be waived because the Market is a non-profit organization, and in return the City would be included as a sponsor on all Market advertising materials. **The City Council's adopted parking fee waiver policy allows the City Council to waive parking fees on a case-by-case basis for requests that do not involve District-wide free parking. Last year, the City Council did not waive meter fees for this event.**

ALTERNATIVES:

1. Approve the requested street and parking space closures from 5:30 a.m. to 1:30 p.m. on Saturdays from May 2 to October 17, use of Tom Evans Plaza for entertainers, use of City electrical outlets, a blanket Vending License, suspension of parking enforcement in

CBD Lots X and Y from 6:30 a.m. to 1:00 p.m. each of the affected days, and waiver of the fees only for the Vending License and electricity use. **This alternative requires reimbursement for lost parking meter revenue in the amount of \$2,897.**

2. Approve the requests as stated in Alternative No. 1, but do not require Farmers' Market to reimburse the City for the Vending License, electricity use, or parking meter revenue.
3. Deny the requests.

CITY MANAGER'S RECOMMENDED ACTION:

The Main Street Farmers' Market has successfully attracted visitors to the Downtown for the last several years. It has become a signature event in Ames, enhancing the local economy and providing a family-friendly activity that showcases the Ames community. **However, due to the overall poor health of the City's Parking Operations Fund, staff is advising that the Council require reimbursement for lost parking revenue, as was the case in previous years.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

ATTACHMENT(S):

[Letter to Mayor and City Council 2026.pdf](#)

[Farmers' Market Application.pdf](#)

[Street Map for City.pdf](#)

January 12, 2026

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

Dear Honorable Mayor Haila and City Council,

The Ames Alliance is planning to hold the 16th season of the *Ames Main Street Farmers' Market* this summer. We were excited to have volunteers count 8047 guests on a Saturday morning in July, and we know this was not even our busiest day. It shows the growth in the Ames Main Street Farmers' Market over the years. We would like to expand and schedule this event to be held on the 200, 300 and 400 blocks of Main Street every Saturday from May 2nd to October 17th, 8:00AM to 12:30PM (the road is scheduled to be closed from 5:30AM to 1:30PM to allow for setup, tear down, and cleanup). The event will showcase the area's best farmers, crafters, artists, and prepared food experts as well as offering weekly live entertainment and children's activities. At this time, the Ames Alliance asks the City Council to consider four specific requests:

1. The Ames Alliance requests a Blanket Vending Permit for the entire Downtown Ames to allow businesses to sell merchandise outside their stores if they so choose. The Ames Alliance further requests the fee be waived as any businesses selling products on the sidewalk are members.
2. The Ames Alliance requests free use of electricity along the 200, 300 and 400 Blocks of Main Street and for the outlets in the Tom Evans Park.
3. The Ames Alliance requests that the fee be waived for the parking meters on the 200, 300 and 400 Blocks during the Ames Main Street Farmers' Market as the Market is a Non-Profit organization. In return the City of Ames would be considered a Sponsor of our Ames Main Street Farmers' Market and would be included in all advertising, newsletters and on our website. For the 24-week period the Market brings 192,000 people to the Main Street Cultural District. The benefit from these visitors coming to the Market will increase income in parking, shopping, and eating in our beautiful city.
4. The Ames Alliance also requests that that any timed, 2hr or 4 hr. parking fees in the back lots of the 200, 300 and 400 Blocks of Main Street be waived from 6:00am to 1:30pm during the Market season. We also ask that vendors are allowed to use spaces within this area without the threat of being ticketed for parking in more than one spot as this is the only area for our vendors with trailers to park.

Thank you for your consideration of these requests and continued support of Downtown Ames. We look forward to seeing you at the Ames Main Street Farmers' Market throughout the 2026 season.

Sincerely,

Lojean Petersen

Lojean Petersen
Ames Main Street Farmers' Market Manager

Special Event Application



Submitted on 13 January 2026, 1:41PM
Receipt number 1
Related form version 2

Event Organizer Information

Name Ames Main Street Farmers' Market
Organization Ames Regional Economic Alliance
Email Address [Redacted]
Phone Number [Redacted]
Street Address [Redacted]
City/State/Zip Ames

Additional Responsible Parties

Item 1
Name Lojean Petersen
Email Address [Redacted]
Phone Number [Redacted]

Event Details

Event Name Ames Main Street Farmers' Market
Date 05/02/2026
If your event is more than one day, please specify date range. Every Saturday between May 2, 2026, through October 17, 2026. We will not have a Farmers Market on July 4, 2026
Location/Address 200, 300 and 400 blocks of Main Street
Rain Date (if applicable)
Rain Location (if applicable) N/A

Upload the event site plan here: [Street Map for City.pdf](#)

Is this an annual event?	Yes
How many years?	16
Region	Ames Main Street (Downtown)
Upload your letter of support from CAA here.	
Upload your letter of support from ISU here.	
Upload your letter of support from Ames Main Street here.	AMS Letter of Support - 2026 Farmers' Market.docx
Please explain:	
Timeline	Barricades will be put in place at 5:30 am on Saturday mornings 6:00 vendors Set up 12:30 Market hours are ended and tear down is started 1:30 Streets are opened
Description of Event Activities	The Farmers' Market will showcase local farmers, producers, artisans and musicians.
Event Category	Farmer/Outdoor Market
Is the event open to the public?	Yes
Anticipated Daily Attendance	8100 +
Audience Profile	Attendees are all ages and economic backgrounds from retirees, college students, families and young professionals.
Is your event being held in conjunction with another event? (e.g. Farmers' Market, 4th of July etc.)	No
Please list.	
Organization Status	Nonprofit
Are patron admission, entry, or participant fees required?	No
Percentage of net proceeds going towards fundraising:	
Percentage of net proceeds going towards for-profit entity:	
Are vendor or other fees required?	Yes

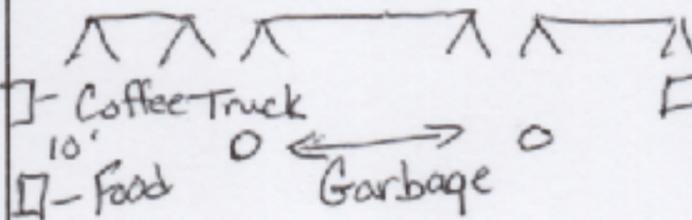
Security & Communication

Who will be responsible for security during the event? Check all that apply.	<input type="checkbox"/> Volunteers <input type="checkbox"/> Staff
Security Organization	

Clark Ave

Bank Drive Thru

400 Block Wells Fargo



Bank Drive Thru

Food Vendor 400 Block

Alley - Parking Lot & Porta Potties

Tom Evans Park Live Music

Garbage

Garbage Food Truck Burnett Ave

300 Block

300 Block

Alley Barricades

Information Tent First Aid

Alley - Barricades

Kellogg Vendors & Trailers

Garbage Food Truck Kellogg Food Truck

Parking Alley

200 Block

Garbage

200 Block

Alley

Garbage Food Truck

Douglas Street

ITEM #: 10
DATE: 02-24-26
DEPT: ADMIN

COUNCIL ACTION FORM

SUBJECT: REQUESTS FROM AMES MAIN STREET FOR 515 DAY ON MAY 15, 2026

BACKGROUND:

Ames Main Street (AMS) plans to host “515 Day” on Friday, May 15, 2026. This event was implemented by Ames Main Street in 2021 with the intention of celebrating area code 515 through a variety of activities, such as 515-themed specials in businesses and giveaways to attract individuals to Downtown Ames.

The activities include a beer garden, live music on Douglas Avenue, and a family activity zone on Douglas Avenue. The events are free to attend. Organizers expect up to 1,000 people to participate in the activities. To facilitate the activities, Ames Main Street requests the following for May 15:

- Closures of 5th Street from Burnett Avenue through Douglas Avenue, Kellogg Avenue from Main Street to 5th Street, and Douglas Avenue from Main Street to 5th Street.
- Use of City electrical outlets and waiver of fees for electricity (estimated loss to Electric Fund of \$5).
- A blanket Temporary Obstruction Permit and a blanket Vending License for Downtown to allow stores to display and sell merchandise and for food truck vendors. A waiver of the Vending License fee is requested (\$50 loss to City Clerk’s Office).
- Local authority approval for a 5-Day (May 14-18, 2026) Special Class C Retail Alcohol License with Outdoor Service for Thirsty Pigs (515 Day Ames), 215 5th Street

Organizers will have trained volunteers to check IDs and staff the event area. Wristbands will be provided to those of legal age to consume alcohol. Ames Main Street staff and volunteers will monitor the crowd and staff the road closures.

REQUEST FOR SUSPENSION OF ENFORCEMENT OF *MUNICIPAL CODE* 17.16:

Organizers are again this year requesting the ability to allow patrons of all ages to be within the alcohol service area. This requires the City Council to suspend enforcement of Section 17.16 of the *Municipal Code*, which prohibits minors from being on the premises of an establishment where the primary sales are of alcoholic beverages. **In 2025, City staff provided a detailed analysis of the rationale for why, in this specific event, City staff was supportive of the request. The City Council approved the 2025 request and the event occurred with no issues observed by City staff. Therefore, staff is again recommending approval.** The analysis of the 2025 request remains applicable, and is provided below for the Council's reference:

Section 17.16 of the *Municipal Code* makes a distinction between alcohol-licensed premises that function more like a restaurant, with food sales making up the majority of the sales, and premises that function as a bar, where alcohol sales are a majority of the business. For the former, minors may be in the premises without a legal-age adult. For the latter, minors are not permitted without a legal-age adult accompanying them. The Police Department relies on

business records of transactions to make the determination regarding whether minors would be allowed or not under the ordinance's criteria.

Event organizers have requested suspension of *Municipal Code 17.16* to allow for event attendees to carry their beverages throughout the event space. Typically for events of this type, since the license holder sells the alcohol and separate vendors sell food and other items, and since no historical pattern of sales can be evaluated for intermittent events, the alcohol sales have been treated like a bar--a designated alcohol consumption area has been created using fencing, and those allowed in must either be 21 years of age or older, or (if the organizers wish) a minor child accompanied by their legal-age parent or guardian.

Ames Main Street has requested the ability to license the entire event area as the premises for the event and not be required to fence a separate beer garden area. This would allow attendees of all ages to move freely throughout the event area. Ames Main Street has entered into an agreement with Thirsty Pigs, of Madrid, IA, to host alcohol at the event. An alcohol license has been applied for by Thirsty Pigs and is currently awaiting local authority approval by the City Council.

The City has had a long history of requiring alcohol consumption for special events to occur in a designated area without intermingling of legal age adults and minors. The concern from staff has historically been the challenges observed with minors being able to obtain alcohol in establishments that advertise or operate like a bar, but where just enough food sales occur to qualify for minors to be allowed on the premises.

Staff discussed these issues with Ames Main Street and has developed a list of the specific circumstances for the proposed event that the Council could consider to justify allowing a suspension of Section 17.16 in this instance. It should be emphasized that other events in the future, with circumstances outside of these described below, are not likely to receive staff support to allow minors on the premises. The circumstances related to this event that may justify the requested suspension of enforcement of Section 17.16 include:

1. The event includes entertainment and activities that are the focus of the event (alcohol consumption is incidental to the event).
2. Food and non-alcoholic beverages will be offered in a meaningful variety. No distilled spirits are involved.
3. The event is non-ticketed, intended to be family-friendly, and includes promotional materials that suggest it as a family event.
4. It is organized by a locally established entity, with a track record of hosting events successfully and with an interest in continuing to do so.
5. The event will conclude by 8:00 p.m., placing the event entirely during daylight hours.
6. The event area is in a portion of the Downtown that does not contain a significant number of other alcohol-licensed establishments, minimizing the need to manage the area between licensed premises to ensure alcohol does not travel from one premises to another.

Activities will require the closure of 83 metered parking spaces for 8 metered hours, resulting in a loss of approximately \$332 to the Parking Fund. Organizers have requested that this amount be waived by the City Council. The Council's policy regarding the closure of metered parking in an area less than an entire business district

is to consider the waiver of such fees on a case-by-case basis.

PUBLIC OUTREACH:

Ames Main Street will send email notifications to Downtown businesses in the event area. Additionally, Ames Main Street staff will canvas the area to visit with the businesses in person, explaining the event location and handing out informational posters.

ALTERNATIVES:

1. Approve the requests for 515 Day as described above, including the requested waivers of fees, and the 5-Day (May 14-18, 2026) Special Class C Retail Alcohol License with Outdoor Service for Thirsty Pigs (515 Day Ames), 215 5th Street.
2. Approve the requests as indicated above, but require reimbursement for the blanket Vending License, electricity use, and lost parking meter revenue.
3. Approve the requests as indicated above, but deny waiver of *Municipal Code* 17.16 for the event area.
4. Deny the requests.

CITY MANAGER'S RECOMMENDED ACTION:

515 Day provides an opportunity to attract visitors to Downtown Ames. The events include family friendly activities and promotions that support local businesses. **Given the small dollar amount and number of parking spaces involved, staff believes it is reasonable to waive the parking fees for this event, along with the other requested fee waivers.**

Ames Main Street is a well-established local entity that has successfully hosted many events with alcohol components in Downtown. With future event approvals subject to City staff review, the organization has considerable incentive to ensure a safe, well-run event. Additionally, City staff maintains documentation of any issues or concerns observed and refers to it for any future requests from the organization. Staff believes that the factors listed in the report above, along with the track record in 2025 where the event occurred with no issues, make a case to support a waiver of enforcement of **Section 17.16 of the *Municipal Code***. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

ATTACHMENT(S):

- [05.15 515 Days LOS.pdf](#)
- [515 Days Application.pdf](#)
- [515 Days - Map.pdf](#)



Travis Toliver, IOM
Executive Director

travis@amesalliance.com

January 21, 2026

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

Dear Mayor Haila and Members of the Ames City Council,

Ames Main Street is planning to hold the 6th annual 515 Day event on Friday, May 15, 2026 in Downtown Ames.

This year, we have decided to host the event on one day and combine many of the elements of last year's event into a single day from 4p-8p.

Specific information about the event can be found on the included Special Event Application. Additionally, we request the following:

- May 15
 - Street Closures : 5th St from Burnett Ave through Douglas Ave, Kellogg Ave from Main St to 5th St, Douglas St from Main St to 5th St
 - Waiver of fees for: electric use in the event boundary, blanket vendor permit in the event boundary, Temporary Obstruction Permit for the event boundary, and the parking meter fees on the closed streets
 - Suspension of enforcement of ordinance 17.16, minors on certain premises. We would require minors to be present with an adult.

By bringing residents to Downtown Ames for attractions such as this, Ames Main Street is able to fulfill its mission as a Main Street Iowa community and create an economically vibrant downtown with unique living, dining, and entertainment experiences.

Thank you for your consideration of this request and continued support of Ames Main Street. We look forward to seeing celebrating 515 Day!

Sincerely,

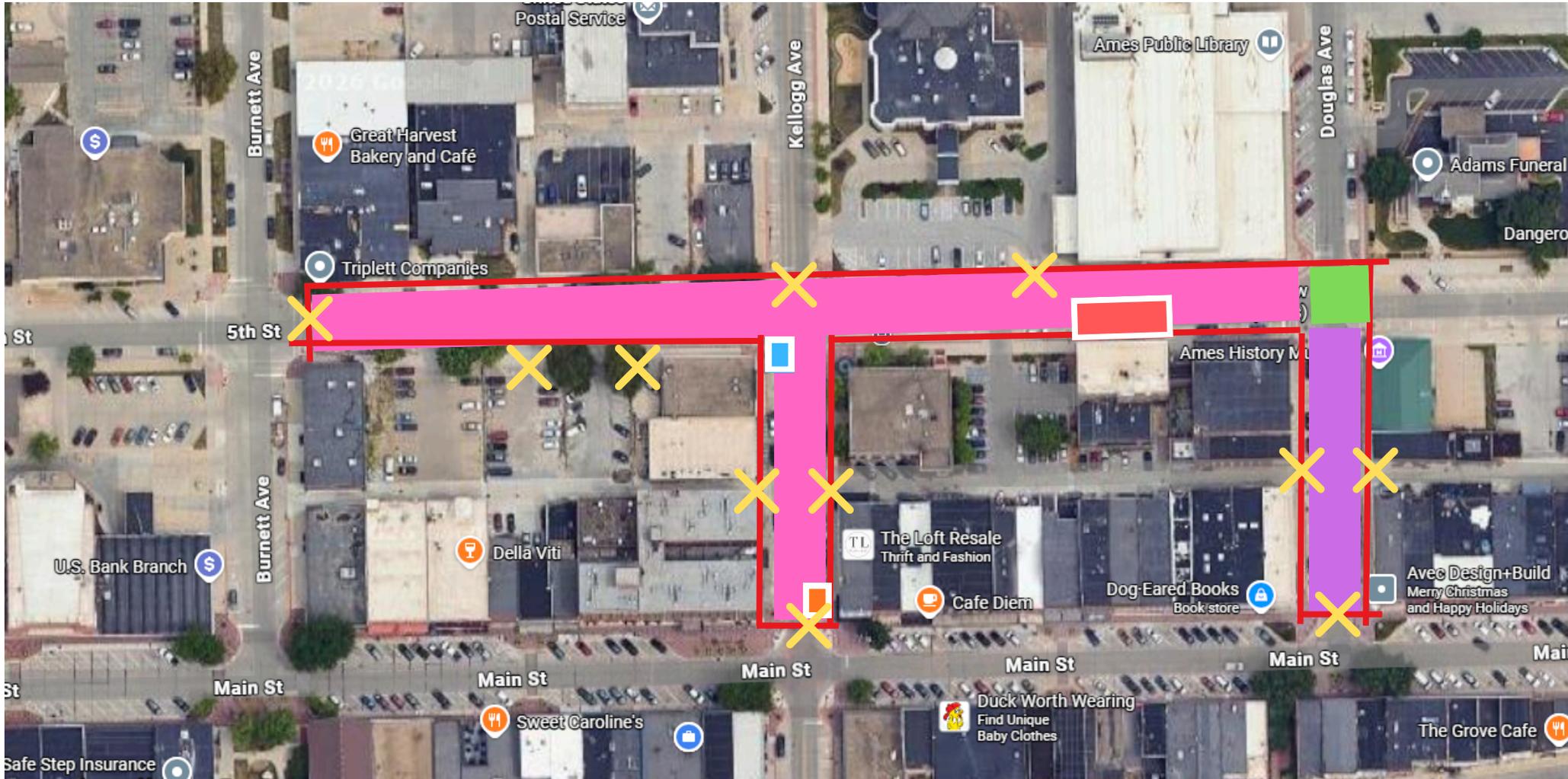
A handwritten signature in black ink, appearing to read 'T. Toliver', written over a light blue horizontal line.

Travis Toliver
Executive Director
Ames Main Street

Event Details

Event Name	515 Day
Date	05/15/2026
If your event is more than one day, please specify date range.	
Location/Address	Downtown Ames
Rain Date (if applicable)	
Rain Location (if applicable)	
Upload the event site plan here:	515 Day - New Location proposal 2026 (2).pdf
Is this an annual event?	Yes
How many years?	6
Region	Ames Main Street (Downtown)
Upload your letter of support from CAA here.	
Upload your letter of support from ISU here.	
Upload your letter of support from Ames Main Street here.	05.15 515 Days LOS.pdf
Please explain:	
Timeline	Set Up time starts at 10am Event Starts at 4pm Event Ends at 8pm Teardown Complete at 12:00a
Description of Event Activities	Live bands, Food Trucks, Inflatables for kids, etc.
Event Category	Festival/Celebration
Is the event open to the public?	Yes
Anticipated Daily Attendance	1000+
Audience Profile	The Ames community and ISU graduation visitors
Is your event being held in conjunction with another event? (e.g. Farmers' Market, 4th of July etc.)	No
Please list.	
Organization Status	Nonprofit
Are patron admission, entry, or participant fees required?	No

515 Day - New Location proposal 2026



Legend

-  Alcohol boundary
-  Family Zone
-  Information tent
-  Portable toilets
-  Food truck parking
-  Barricade
-  Stage
-  Alcohol sales

ITEM #: 11
DATE: 02-24-26
DEPT: FIN

COUNCIL ACTION FORM

SUBJECT: DECLARATION OF INTENT TO REIMBURSE EXPENSES RELATED TO IMPROVEMENTS TO THE PRAIRIE VIEW 161 KV SUBSTATION AND PRAIRIE VIEW 161 KV LINE EXPANSION

BACKGROUND:

A reimbursement resolution is a formal declaration by a municipality stating its intent to use future bond proceeds to reimburse itself for project-related expenditures incurred before the bonds are issued. This approach ensures compliance with IRS regulations while providing financial flexibility for large-scale capital projects.

As directed by the Council, the City plans to finance the improvements to the Prairie View 161 kV Substation and Prairie View 161 kV Line Expansion. **To maximize financial flexibility as the project progresses, staff recommends that the Council approve the attached reimbursement resolution, authorizing a maximum principal amount of \$4,000,000 for the Prairie View 161 kV Substation and \$4,150,000 for the Prairie View 161 kV Line Expansion.**

THE REIMBURSEMENT RESOLUTION PROCESS:

If approved, the following process would be utilized to fund the project:

Declaration of Intent: Before issuing revenue bonds, the municipality adopts a resolution affirming its intent to reimburse itself for eligible project expenditures **(this action)**.

Project Expenditures: The City begins covering costs such as design, engineering, and early construction using available cash or short-term financing.

Bond Issuance: Once key approvals are secured and the project is ready for bidding, the City issues revenue bonds to finance construction.

Reimbursement Allocation: After the bonds are issued, proceeds are used to reimburse the City for initial expenditures, ensuring accurate accounting and IRS compliance.

Documentation & Compliance: The reimbursement process must be formally documented in the City's records. Bond proceeds can only be used for eligible expenses, and reimbursement must occur within 18 months of the expenditure or project completion, as per IRS rules.

By approving this reimbursement resolution, the City ensures maximum financial flexibility to advance this critical project without delay, allowing the City to secure cost-effective financing while maintaining compliance with federal tax regulations.

ALTERNATIVES:

1. Approve the resolution allowing the City to incur expenses with the potential for future reimbursement through a revenue bond issuance.
2. Do not approve the resolution and direct staff to proceed with a bond issuance to support the funding necessary to make construct the improvements.

CITY MANAGER'S RECOMMENDED ACTION:

The proposed resolution enables the City to cover expenses for the Prairie View 161 kV Substation and Prairie View 161 kV Line Expansion for the City's Electric Utility while maintaining compliance with federal reimbursement regulations. Additionally, it provides the greatest amount of financial flexibility, which is important given the project's preliminary/developmental stage. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative No. 1, as described above.

ITEM #: 12
DATE: 02-24-26
DEPT: P&H

COUNCIL ACTION FORM

SUBJECT: LAND PURCHASE OPTION FOR SURPLUS LAND AT HARRISON AND WELBECK - AMENDMENT TO EXTEND FINAL PLAT DEADLINE

BACKGROUND:

On [May 27](#), the City Council held a public hearing to approve an option agreement with Keystone Equity Group (KEG) for the purchase of surplus City land located west of the intersection of Harrison Road and Welbeck Drive (see Location Map). The agreement requires that, prior to completion of the sale of the land, a development agreement must be approved for the construction of 12 owner-occupied homes on the property and approval of state Workforce Housing Tax credits for the project must be obtained.

In addition, the agreement required that the developer must complete all entitlements for development of the 12-unit project, including Final Plat approval by December 31, 2025. However, the City Council approved an amendment on December 16 extending the deadline to February 28 as the developer completed the entitlement process.

City Council approved the preliminary plat and first reading of an ordinance rezoning the site to RL-O-PUD on January 27, 2026. The third reading of the rezoning ordinance is on the February 24 agenda.

City staff has been working with the developer to finalize a development agreement and final plat documents. The final plat documents have not yet been submitted for review and approval. **The developer has requested additional time to complete all requirements related to preparing the final plat and the development agreement.**

Although staff has been working with the applicant to complete this process as planned, the final legal documents are not yet complete. Extending the deadline for Final Plat approval to March 31, 2026, approximately 30 days, is needed for the project to move forward as planned. The Developer has invested substantially in seeing this project through and is agreeable to this timeline to complete the project.

ALTERNATIVES:

1. Approve the attached amendment to the Option Agreement extending the deadline to March 31. Note the developer will need to fully execute the Option Agreement to allow for it to be recorded.
2. Make modifications to the timeline and approve the amendment to the Option Agreement.
3. Deny approval of the amendment to the Option Agreement and maintain the deadline of Final Plat approval of February 28, 2026.

CITY MANAGER'S RECOMMENDED ACTION:

The extension is needed to fulfill the original terms of the Option Agreement steps for approval of a project and the sale of the property. Initially, the award of state tax credits was delayed beyond the anticipated timeframe of notice that was contemplated with the original option agreement causing some delay for the developer to proceed. The developer has submitted development plans consistent with the agreement, and received approvals of the preliminary plat, but the final plat and development agreement cannot be approved in the agreement's timeframe. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative 1, as described above.

ATTACHMENT(S):

[Location Map.pdf](#)

[Second Amendment to Option Agreement Harrison Pointe 20260218.pdf](#)



SITE CHARACTERISTICS

- Site Acreage – 1.8 acres
- Existing Zoning – Residential Low Density Zone (RL)
- Lot J - Bloomington Heights West Plat 3
- Conveyed to the City of Ames in 2004

Second Amendment to Option Agreement

THIS IS A SECOND AMENDMENT made by and between the **City of Ames, Iowa**, and **Keystone Equity Group, L.L.C.**, who are the “Parties” to this Second Amendment, upon the following terms and conditions:

- 1 Definitions. When used in this Second Amendment, unless otherwise required by the context:
 - 1.1 “**City**” means the City of Ames, Iowa, an Iowa municipal corporation.
 - 1.2 “**Buyer**” means Keystone Equity Group, L.L.C., an Iowa limited liability company, with a principal office located at 5031 Timberwood Ct., West Des Moines IA 50265.
 - 1.3 “**Real Estate**” means the property legally known as “*Lot J. Bloomington Heights West Plat 3, Ames, Story County, Iowa.*”
 - 1.4 “**Option Agreement**” means that certain Option Agreement filed June 4, 2025, as Instrument No. 2025-04201, with the Recorder of Story County, Iowa, in which Buyer is the optionee, and the City is the optionor, of the Real Estate.
 - 1.5 “**First Amendment**” means that certain Amendment to Option Agreement filed December 17, 2025, as Instrument No. 2025-10669, with the Recorder of Story County, Iowa, which extended the December 31, 2025 deadline for Buyer to obtain Final Plat approval to February 28, 2026.
 - 1.6 “**Second Amendment**” means this instrument as signed by the City and the Buyer.
- 2 Circumstances. Buyer has advised the City that Buyer needs additional time to satisfy the February 28, 2025, deadline for Final Plat approval, which was the amended deadline reset under the terms of the First Amendment. The City has determined that it is appropriate to extend the February 28, 2026, deadline a second time for an additional month, as requested by the Buyer.
- 3 Amendment. Paragraph 3 of the Option Agreement, as amended by the First Amendment, is amended a second time by deleting every reference to the date December 31, 2025, and inserting in lieu thereof, the date March 31, 2026.

4 Reaffirmation & Other Contracts. This Second Amendment is solely effective with respect to the Option Agreement as enumerated in this Second Amendment. All aspects of the Option Agreement are otherwise reaffirmed in their entirety. No other agreement or obligation between City and Buyer is modified by this Second Amendment.

5 Integration. 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.

IN WITNESS OF THIS SECOND AMENDMENT, the City and Buyer have signed their names below.

KEYSTONE EQUITY GROUP, L.L.C.,
an Iowa limited liability company,

Dated _____, 2026.

By:

Khoa Bui, Manager

STATE OF IOWA, COUNTY OF _____, SS.:

This instrument was acknowledged before me on _____, 2026, by Khoa Bui, as Manager of Keystone Equity Group, L.L.C.

NOTARY PUBLIC

Passed and approved on _____, 2026, by Resolution No. 26-_____ adopted by the City Council of the City of Ames, Iowa.

CITY OF AMES, IOWA

By:

John A. Haila, Mayor

Attest:

Renee Hall, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, 202____, by John A. Haila and Renee Hall, as Mayor and City Clerk, respectively, of the City of Ames, Iowa.

NOTARY PUBLIC

ITEM #: 13
DATE: 02-24-26
DEPT: P&H

COUNCIL ACTION FORM

SUBJECT: THIRD AMENDMENT TO RESTRICTIVE COVENANTS DESIGNATING AFFORDABLE AND MARKET RATE HOUSING LOTS FOR BAKER SUBDIVISION

BACKGROUND:

In 2016, the City used its Community Development Block Grant (CDBG) funds to purchase a 10+ acre parcel of land now known as the Baker Subdivision. To develop the site for mixed-income households rather than exclusively as low- and moderate-income housing, the City sought and received approval from HUD to create the area as a Neighborhood Revitalization Strategy Area (NRSA) designation. Under NRSA regulations, for any housing construction activities that are undertaken, 51% of the housing units have to benefit households with incomes at or below 80% of the Area Median Income Limits.

With the goal in mind of a mixed-income development, the intent of the Council was to provide 51% of the single-family home lots as low and moderate-income affordable housing sites and for the remainder to be market-rate lots. The subdivision final plat created 26 single-family home lots, and covenants were approved that identified which lots were restricted for affordable housing and which lots were to be market-rate (see attachment of the identified market-rate lots).

The approved covenants identified 15 affordable lots and 11 market-rate lots, which is 57% of the total lots as affordable. Staff recently identified a miscalculation for the number of market rate lots; the calculation should have been 12, rather than 11. This would change one designated affordable lot to a market-rate lot.

Staff would like to correct this number so that it is reflected in the subdivision covenants before proceeding with selling any of the remaining lots in the subdivision. This change would also align with how the project has been routinely described in City reports about the project, including the Annual Action Plan and CAPER.

The City's legal department has prepared the attached Third Amendment to the Restrictive Covenants for the Baker Subdivision to designate Lot 13 as a market-rate lot.

ALTERNATIVES:

1. Approve a Third Amendment to Restrictive Covenants for Baker Subdivision, Ames, Iowa, to create one additional market-rate lot for a total of 12 and reduce the affordable housing designated lots to 14.
2. Do not approve an amendment to Restrictive Covenants for Baker Subdivision, Ames, Iowa, thereby keeping 15 affordable lots and 11 market-rate lots.

CITY MANAGER'S RECOMMENDED ACTION:

Approving this action would allow the City to be consistent with the number of market-rate lots of 12 that have been identified throughout the City CDBG reporting documents. The remaining 14 affordable lots would still represent 54% of the total single-family lots. It is therefore the recommendation of the City Manager that the City Council adopt Alternative #1, as described above.

ATTACHMENT(S):

[Highlighted Market Rate Lots Map Baker Sub.pdf](#)

[Third Amendment to Restrictive Covenants \(Baker Subdivision\).pdf](#)

WILMOTH AVE.

MANNING AVE.

ALLEY

BAKER SUBDIVISION

LOT 13

LOT 12

LOT 11

LOT 10

LOT 9

LOT 18

LOT 19

LOT 20

LOT 21

LOT 17

LOT 16

LOT 15

LOT 14

LOT 22

LOT 23

LOT 24

LOT 25

LOT 26

LATIMER LANE

**Market-Rate
Lots**

TRIPP ST.

STATE AVE.

THIRD AMENDMENT TO RESTRICTIVE COVENANTS FOR BAKER SUBDIVISION, AMES, IOWA

WHEREAS, the City of Ames, Iowa, (hereinafter “City”) adopted certain *Restrictive Covenants*, filed January 6, 2022, as Instrument No. 2022-00200, which were amended by a document filed May 9, 2024, as Instrument 2024-02923, and further amended by a document filed July 25, 2024, as Instrument No. 2024-05233; and

WHEREAS, the City continues to be the titleholder and owner of multiple lots in **Baker Subdivision, Ames, Story County, Iowa**, and in accordance with Paragraph 12 of the *Restrictive Covenants*, retained the right to amend the *Restrictive Covenants* affecting all lots in the subdivision without the consent of any other party until such time as the City no longer owns a Lot (as that term is defined in the *Restrictive Covenants*) within the subdivision; and

WHEREAS, the City’s CDBG Action Plan required a minimum of 51%, or at least 14 of the twenty-six lots in Baker Subdivision to be available to low- and moderate-income households, and the current configuration identified in the *Restrictive Covenants* has 15 affordable rate lots (57%) in excess of the minimum required; and

WHEREAS, the City has determined that it is appropriate to reduce the number of Affordable Rate lots in the subdivision to the threshold number mandated by the Department of Housing and Urban Development as set forth in the City’s CDBG Action plan; and

NOW THEREFORE, the City amends the *Restrictive Covenants* as follows:

1. The Restrictive Covenants are Amended in the following manner:

The property located at 232 South Wilmoth Avenue, Ames, Iowa, which is legally known as *Lot 13, Baker Subdivision, Ames, Iowa*, shall no longer be designated an Affordable Rate (AR) lot and shall hereafter be designated a Market Rate (MR) lot.

The *Restrictive Covenants* and all prior amendments thereto shall continue to have full force and effect subject, however, to this Third Amendment.

Passed and approved on _____, 202____, by Resolution No. 2____ - _____ adopted by the City Council of the City of Ames, Iowa.

CITY OF AMES, IOWA

By:

John A. Haila, Mayor

Attest:

Renee Hall, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, 202____, by John A. Haila and Renee Hall, as Mayor and City Clerk, respectively, of the City of Ames, Iowa.

NOTARY PUBLIC

ITEM #: 14
DATE: 02-24-26
DEPT: PW

COUNCIL ACTION FORM

**SUBJECT: APPROVAL OF THIRD SUPPLEMENTAL AGREEMENT
FOR PUBLIC IMPROVEMENTS
FOR KINGSBURY'S FIFTH ADDITION LOTS 1 THROUGH 4**

BACKGROUND:

Lots 1 through 4 of the Kingbury's Fifth Addition Subdivision are transferring ownership. The previous owner, WW Holdings, has a public improvement agreement with the City of Ames to construct required public infrastructure along with previously proposed development on the lots. The public infrastructure was partially completed.

These lots are located north of Target along SE 3rd Street, and are being sold to Food at First. The change in ownership of the lots will still require the remainder of the public improvements to accompany the newly proposed development on the lots. The new owners will assume the responsibility for completing the remaining public improvements. The new owners will post financial security with the City to ensure completion of the required improvements.

The purpose of this action is to approve the third supplemental agreement for public improvements to ensure that the public improvement responsibility is properly transferred from WW Holdings Corporation to Food at First.

ALTERNATIVES:

1. Approve the following:
 - a. The third supplemental agreement to transfer responsibility for public improvements from WW Holdings Corporation to Food at First.
 - b. Release the remainder of the financial security that is being held for WW Holdings Corporation.
 - c. The financial security for the remainder of the public improvements for Food at First.
2. Direct staff to amend the agreement.

CITY MANAGER'S RECOMMENDED ACTION:

By approving this agreement, the responsibility for the public improvements will transfer to the new property owner and the financial security being held by the previous owner can be released by the City of Ames. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[Amend_DA_FAF_Kingsbury5th_cln20260219.pdf](#)

INSTRUMENT PREPARED BY:	Brian D. Torresi, 120 S 16 th St., Ames, IA 50010, (515) 288-2500
RETURN TO:	City of Ames, Iowa – Legal Dept., 515 Clark Ave., Ames, IA 50010

THIRD SUPPLEMENTAL AGREEMENT FOR PUBLIC IMPROVEMENTS

THIS THIRD SUPPLEMENTAL AGREEMENT FOR PUBLIC IMPROVEMENTS (this “Third Supplement”) is made and entered into by and between WW Holdings Corporation, an Iowa corporation (“WW”), Food at First, an Iowa nonprofit corporation (the “FAF”), and the City of Ames, Iowa (the “City”) (WW, FAF, and the City are hereinafter collectively referred to as the “Parties”) as of the Effective Date (as defined herein). This Third Supplement shall be effective on the date the last of the Parties hereto executes same (the “Effective Date”).

RECITALS:

WHEREAS, a predecessor in title in and to the Property (as defined herein) executed and entered into that certain Agreement for Public Improvements filed on May 21, 2020 in the office of the Recorder of Story County, Iowa, as Instrument No. 2020-05296 (the “Original Agreement”), related to certain public improvements and/or infrastructure required with respect to the platting and development of Kingsbury’s Fourth Addition, Ames, Story County, Iowa (the “4th Addition”); and

WHEREAS, the Original Agreement was amended by that certain Amendment to Agreement for Public Improvements filed on September 24, 2020 in the office of the Recorder of Story County, Iowa, as Instrument No. 2020-11151, as refiled on January 24, 2022 in the office of the Recorder of Story County, Iowa, as Instrument No. 2022-00769 (the “Amendment”), and was further supplemented by that certain Supplement Agreement for Public Improvements filed on February 11, 2022 in the office of the Recorder of Story County, Iowa, as Instrument No. 2022-01357 (the “First Supplement”); and

WHEREAS, the First Supplement addresses issues with respect to the financial security provided as part of the platting and development of the 4th Addition and the impact of said financial security on the platting and development of Kingbury’s Fifth Addition, Ames, Story County, Iowa (the “5th Addition”), and said matters were further supplemented by that certain Second Supplemental Agreement for Public Improvements filed on January 16, 2026 in the office of the Recorder of Story County, Iowa, as Instrument No. 2026-00468 (the “Second Supplement”) (the Original Agreement, the Amendment, the First Supplement, and the Second Supplement are hereinafter collectively referred to as the “Existing Agreement”); and

WHEREAS, WW is in the process of selling Lots One (1) through Four (4) of the 5th Addition (collectively, the “Property”) to FAF, and as part of said sale, the Parties require the release of WW from

the duties and obligations with respect to the Property under the Existing Agreement, as well as the release to WW of any and all financial security being held by the City with respect to the Property as may have been deposited as part of the Existing Agreement and/or the platting of the 4th Addition and/or 5th Addition, and the substitution thereof by FAF in an amount equal to FORTY-THREE THOUSAND FIVE HUNDRED TEN DOLLARS and 00/100 (\$43,510.00) (the “Security Amount”), all in accordance with the terms and conditions of this Third Supplement.

NOW, THEREFORE, in consideration of the above Recitals, and reliance on the same, and for other good and valuable consideration, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The foregoing Recitals are incorporated herein and made a part of this Third Supplement as if fully set forth verbatim. The Recitals and exhibits attached hereto, if any, are a substantive, contractual part of this Third Supplement.

2. SUBSTITUTION OF SECURITY. On the Effective Date, FAF shall provide to the City a cash deposit, bond, letter of credit, or other security acceptable to the City in an amount equal to the Security Amount (the “Substitute Security”). Upon the receipt by the City of the Substitute Security from FAF, the City shall release any and all financial security being held thereby with respect to the Property to WW, and thereafter, WW shall be released from any and all obligations under the Existing Agreement with respect to the Property. For the sake of clarity, upon the deposit by FAF of the Substitute Security, FAF shall be solely liable for any and every remaining obligations of WW under the Existing Agreement with respect to the Property. The currently incomplete public improvements and/or infrastructure required under the Existing Agreement, including the corresponding security amount for each line item thereof, which, collectively, total the Security Amount, are set forth and identified on Exhibit A attached hereto (the “Outstanding Improvements List”) (the Outstanding Improvements List is hereby incorporated herein by this reference as if fully set forth).

3. REMAINING PROVISIONS UNAFFECTED. All other provisions of the Existing Agreement not amended by this Third Supplement shall remain in full force and effect and are in no way affected or limited by the execution of this Third Supplement or the amendments provided for herein.

IN WITNESS WHEREOF, the undersigned has executed this Third Supplement on this ___ day of February, 2026.

(SIGNATURE PAGES FOLLOW)

**SIGNATURE PAGE OF
THIRD SUPPLEMENTAL AGREEMENT FOR PUBLIC IMPROVEMENTS**

WW HOLDINGS CORPORATION, WW

By: _____
Ryan Davis, President

STATE OF IOWA, COUNTY OF STORY, SS:

This record was acknowledged before me on this ____ day of February, 2026, by Ryan Davis, as the President of WW Holdings Corporation, an Iowa corporation.

Notary Public, State of Iowa
My commission expires _____

FOOD AT FIRST, FAF

By: _____
Joslin Soule-Peters, President

STATE OF IOWA, COUNTY OF STORY, SS:

This record was acknowledged before me on this ____ day of February, 2026, by Joslin Soule-Peters, as the President of Food at First, an Iowa nonprofit corporation.

Notary Public, State of Iowa
My commission expires _____

(ADDITIONAL SIGNATURE PAGE FOLLOWS)

**ADDITIONAL SIGNATURE PAGE OF
THIRD SUPPLEMENTAL AGREEMENT FOR PUBLIC IMPROVEMENTS**

CITY OF AMES, IOWA, The City

By: _____
John A. Haila, Mayor

Attest by: _____
Renee Hall, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS:

This record was acknowledged before me on this ____ day of February, 2026, by John A. Haila and Renee Hall, as Mayor and City Clerk, respectively, of the City of Ames, Iowa.

Notary Public, State of Iowa
My commission expires _____

EXHIBIT A

OUTSTANDING IMPROVEMENTS LIST

Incomplete Public Improvements & Financial Security Calculations

Item/Purpose	Unit	Quantity	Unit Cost	Improvement Costs Remaining
Sanitary Sewer Manhole, SW-301, 48-inch Dia	EA	2	7,500.00	15,000.00
Sanitary Sewer, Gravity, Trenched PVC, 8-inch	LF	198	50.00	9,900.00
Sidewalk Pavement, PCC, 4"	SY	431	35.00	15,085.00
Sidewalk Pavement, PCC, 6" thick (Lot 1, 4 th Addition)	SY	5.6	75.00	420.00
Detectable Warning Panels (Lot 1, 4 th Addition)	SF	8.00	30.00	240.00
COSESCO (erosion control) (Lot 1, 4 th Addition)	AC	5.7	500.00	2,865.00
TOTAL				43,510.00

ITEM #: 15
DATE: 02-24-26
DEPT: P&H

COUNCIL ACTION FORM

SUBJECT: APPLICATION FOR PROPERTY TAX ABATEMENT AND MINIMUM ASSESSMENT AGREEMENT AT 329 SOUTHEAST 5TH STREET (FURNITURE MART)

BACKGROUND:

Last year, City Council approved an Ordinance creating an Urban Revitalization Area for property located at 329 Southeast 5th Street and 320 South Duff Avenue (See Attachment A- Location Map). The purpose of the creation of the Urban Revitalization Area was to incentivize Furniture Mart USA to construct a new building by providing Tax Abatement of the value of their new retail store at 329 Southeast 5th Street (See Attachment B- Urban Revitalization Plan).

Furniture Mart has completed construction of their new retail store and has applied to receive Property Tax Abatement from the City Council as required in the Urban Revitalization Plan. In conjunction with the application for certification of compliance, Furniture Mart is required under State law to have a Minimum Assessment Agreement approved by the City Council order to set the agreed upon assessed value of the building to be applied to the abatement (See Attachment C-Minimum Assessment Agreement and Application).

The applicant initially described an investment value of \$7 million for the store when first requesting the tax abatement incentive. The proposed minimum assessment agreement is based upon a minimum value of \$7 million. The developer in their application for tax abatement notes that the actual building permit valuation was \$9 million. The City Assessor is yet to assign a value to the property, but has independently reviewed the proposed minimum assessment based on the valuation of the new Furniture Mart store and agrees that the \$7 million value is a reasonable valuation. **Approval of the Property Tax Abatement Application and Minimum Assessment Agreement will allow the City Assessor to formally sign off on the certification of value and allow Furniture Mart to receive property tax abatement for five years on a sliding scale consistent with the URA.**

ALTERNATIVES:

1. Approve the minimum assessment agreement and application for a five year partial property tax abatement for Furniture Mart USA at 329 Southeast 5th Street.
2. Direct staff to modify the minimum assessment agreement and conditionally approve the request for a five year partial property tax abatement for Furniture Mart USA.
3. Deny the application for tax abatement by finding that the application is not consistent with the Urban Revitalization Plan.

CITY MANAGER'S RECOMMENDED ACTION:

Furniture Mart completed construction of the store in November. The building and use are consistent with the minimum parameters of the Urban Revitalization Plan. Furniture Mart has completed an application for Property Tax Abatement and a Minimum Assessment Agreement has been drafted and agreed to between City staff and Furniture Mart representatives based on the requirements of the Urban Revitalization Plan.

This tax abatement incentive was instrumental in enticing the construction of a furniture store in Ames which addresses a known sales tax leakage category. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative No. 1.

ATTACHMENT(S):

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

[Attachment B- URA Plan Adopted.pdf](#)

[Attachment C-Tax Abatement Application.pdf](#)

[Attachment C- Minimum Assessment Agreement.pdf](#)



Southeast 5th Street URA
(Shaded)

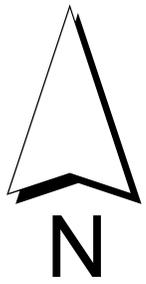
S 3RD ST

SE 3RD

S DUFF AVE

S 5TH ST

SE 5TH ST



329 Southeast 5th Street URA
(Shaded)

URBAN REVITALIZATION PLAN SOUTHEAST 5th STREET

Iowa Code 404 allows for a City to address revitalization needs of the community through a process of designating revitalization areas. The purpose for revitalization includes economic development. The primary purpose of the plan is to meet economic development goals of the City Council for this area of City that is planned for commercial development provide a partial property abatement incentive for qualified real estate that is consistent with the criteria of the approved plan related to new construction of a retail furniture store.

The portion of the Act codified at Section 404.1 of the Iowa Code provides that the City Council may, by ordinance, designate an area of the city as a revitalization area, specifically in subsection (4) for economic development.

The following is the Urban Revitalization Plan for the Southeast 5th Street Urban Revitalization Area. The plan contents are defined by Code of Iowa Section 404.2(2) and are provided below.

- a) Legal Description: SECTION:11 TOWNSHIP:83 RANGE:24 PARCEL AG S1/2 NE SLIDE 269 PG 5 AMES AND TARGET ADDITION LOTS 2 & 3

b) Existing Valuations:

Address	Parcel Identification Number	Owner	Assessed Valuation Land	Assessed Valuation Buildings
329 SE 5th Street	0911275100	Furn USA IA LLC	\$504,000	\$0
320 South Duff Avenue	0911210020	Dayton Hudson Corporation	\$4,649,500	\$7,581,800

c) Owners and Addresses:

Address	Parcel Identification Number	Owner	Owner Address
329 SE 5th Street	0911275100	Furn USA IA LLC	140 E Hinks Ln, Sioux Falls, SD 57104
320 South Duff Avenue	0911210020	Dayton Hudson Corporation	Dayton Hudson Corporation, PO Box 9456 Minneapolis, MN 55440

d) Existing & Proposed Land Use:

Address	Existing Zoning	Existing Land Use	Proposed Land Use
329 SE 5 th Street	Commercial-HOC	Vacant	Commercial
320 South Duff Avenue	Commercial-HOC	Commercial	Commercial

URA District Boundaries



329 SE 5th Street Urban Revitalization Area

- e) City Services: City services are already available to the area. No improvement or expansions of City services are proposed by the City for the area.
- f) Applicability of Revitalization: Revitalization shall be applicable only to that subset of eligible property within the above legal description zoned commercial and are otherwise Qualified Real Estate for new construction of a building that meets the Qualifying Eligibility Criteria of this Plan.

- g) Relocation: The plan does not require the displacement of any persons, and there will be no relocation benefits provided.
- h) Tax Exemption Schedule: The exemption period is for five (5) years per a sliding scale of abatement of improvement value as Year 1-100%; Year 2-80%; Year 3 - 60%; Year 4- 40 %; Year 5 -20%.
- i) Percent Increase in Value Required: The value-added requirement is a fifteen (15) percent increase in actual value.
- j) Federal, State, or Private Grant/Loan Programs for Residential Improvements: There are no residential improvements proposed.
- k) Duration: The Plan shall expire on April 1, 2027. All projects seeking tax abatement approval consistent with this Plan must be completed by December 31, 2026 and have filed an application with the Planning and Housing Department by February 1, 2027. Any project approved for tax abatement as being consistent with this Plan prior to the expiration of the Plan will continue to receive property tax abatement per the approved exemption schedule in accordance with state law.

Additional Qualifying Criteria

In order to be determined to be Qualified Real Estate the improvements must be in compliance with these additional Criteria during the life of the tax abatement.

1. A furniture store building of at least 90,000 square feet. For purposes of a meeting the definition as a furniture store, a minimum 81,000 square feet of the gross floor area must be used for the display and sale of new furniture, home furnishings and related items.
2. The building must conform to an approved Site Development Plan, including any approved landscape plan (reso. #____ , and have received a certificate of occupancy from the City of Ames prior to December 31, 2026.
3. A building permit must be issued for the project by the City of Ames prior to December 31, 2025.

(Note: No other signature may be substituted for the Property Owner's Signature.)

Instrument Prepared By: Troy Eichmann, 329 SE 5th Street, Ames, IA 50010, 605-977-7890
 Return to: City Clerk, City of Ames, Iowa, 515 Clark Avenue, Ames, IA 50010

FURN USA IA, LLC MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (this “**Agreement**”) is entered into this __ day of _____, 2026 (the “**Effective Date**”), by and between the City of Ames, Iowa (hereafter referred to as “**City**”), and FURN USA IA, LLC, a South Dakota limited liability company (hereafter referred to as “**Furn USA**”). The City and Furn USA are hereinafter collectively referred to as the “**Parties**” or individually a “**Party**”.

WITNESSETH:

WHEREAS, the City of Ames, Iowa adopted that Urban Revitalization Plan Southeast 5th Street in accordance with Iowa Code Chapter 404 (the “**Plan**”); and

WHEREAS, consistent with the Plan, Furn USA has submitted an Application for tax abatement dated as January 28, 2026 (the “**Application**”) regarding certain commercial real estate owned Furn USA and located in the 329 SE 5th Street Urban Revitalization Area, which real estate is legally described as:

Parcel “AG”, part of the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section Eleven (11), Township Eighty-three (83) North, Range Twenty-Four (24) West of the 5th P.M., Story County, Iowa, as shown on the “Plat of Survey” filed in the office of the Recorder, Story County, Iowa, on January 27, 2006 as Inst. No. 06-01039, Slide 269, Page 5,

(the “**Subject Property**”), containing approximately 4.67 acres of land;

WHEREAS, the Application describes certain improvements that have been constructed on the Subject Property (the “**Commercial Building**”), and prior to such construction, Furn USA provided the plans and specifications for the Commercial Building to the City and the Ames City Assessor; and

WHEREAS, pursuant to Iowa Code Section 404.3C, the City and Furn USA desire to establish a Minimum Actual Value for the Commercial Building and Subject Property following completion of the Commercial Building for the duration of the tax abatement requested by the Furn USA by submission of the Application, under the provisions of the Plan;

WHEREAS, the City and the Ames City Assessor have reviewed the plans and specifications for the Commercial Building;

NOW, THEREFORE, the Parties to this Agreement, in consideration of the foregoing Recitals and the promises, covenants, and agreements made herein, do hereby agree as follows:

1. **COMMERCIAL BUILDING – SUBJECT PROPERTY.** The City has issued a Certificate of Conformance for the Commercial Building, with respect to the Subject Property, the minimum assessed taxable value of the Commercial Building shall be no less than Seven Million Dollars (\$7,000,000.00) (the “**Commercial Building MAV**”) as of January 1, 2026 and thereafter until termination of the Plan and expiration of the tax abatement schedule thereunder. Nothing herein shall be deemed to waive Furn USA’s rights under Iowa Code § 403.6, as amended, to contest that portion of any actual value assignment made by the Assessor in excess of the Commercial Building MAV established herein. In no event, however, shall Furn USA seek to reduce the actual value assigned below the Commercial Building MAV established during the term of this Agreement.
2. **TERMINATION OF REQUIREMENTS.** The Parties further understand and agree that the requirement to maintain the Commercial Building MAV shall terminate with respect to the Subject Property upon the expiration of the tax abatement schedule as set forth in the Plan.
3. **TAX PAYMENTS.** Furn USA, its successors and assigns, shall pay or cause to be paid when due all real estate taxes and assessments payable with respect to the Subject Property in accordance with the terms and conditions of this Agreement. Such tax payments shall be made without regard to: (i) any loss to the Subject Property or the improvements constructed thereon, (ii) any interruption in, or discontinuance of, the use, occupancy, ownership, or operation of the improvements constructed on the Subject Property, or (ii) any other matter or thing which for any reason interferes with, prevents, or renders burdensome the use or occupancy of the Subject Property or the improvements constructed thereon. Furn USA agrees that its obligations to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Agreement shall be absolute and unconditional obligations of Furn USA or its successors in title and ownership of any portion of the Subject Property.
4. **EMINENT DOMAIN.** In the event that any portion of the Subject Property is taken through the exercise of the power of eminent domain or is damaged by natural disaster, the Commercial Building MAV shall be reduced by the same proportion as the value of the portion of such Subject Property so taken or damaged bears to the value of such Subject Property in its entirety immediately prior to such taking or damage.

5. **RECORDING.** This Agreement shall be promptly recorded by the City in the office of the Recorder of Story County, Iowa. Such recording and filing shall constitute notice to any subsequent encumbrancer of the Subject Property, whether voluntary or involuntary, and this Agreement shall be binding and enforceable in its entirety against any such subsequent encumbrancer, including, but not limited to, the owner and holder of any mortgage encumbering the Subject Property. Furn USA shall be solely liable for the costs of recording this Agreement.
6. **MISC. TERMS.**
- a. Neither the recitals nor the provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Plan.
 - b. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties.
 - c. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.
 - d. The Assessor Certificate attached hereto as Exhibit A and the Code Notice attached hereto as Exhibit B comply with the terms and conditions of Iowa Code § 403.6(19), and Furn USA shall record said instruments with this Agreement pursuant to Iowa Code § 403.6(19).

[SIGNATURE PAGES TO FOLLOW]

EXHIBIT A
[TO BE ATTACHED]

ASSESSOR CERTIFICATE

The undersigned assessor for the City of Ames, Iowa being legally responsible for the assessment of the Subject Property upon completion of the improvements to be made and constructed on the Subject Property, certifies that the actual value assigned to the Subject Property upon completion shall not be less than \$7,000,000.00, having review the plans and specifications for the improvements to be constructed upon the Subject Property described above in the Agreement.

Dated: Feb 9, 2026

CITY OF AMES, IOWA ASSESSOR

By: _____

STATE OF IOWA)
 : SS
COUNTY OF STORY)

On this ___ day of _____, 2026, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the assessor of the City of Ames, Iowa, whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

Notary Public – Iowa
My commission expires: _____

EXHIBIT B

Consistent with Iowa Code §404.3C, a copy of Iowa Code §404.3C is attached, as follows:

1. For revitalization areas established under this chapter on or after the effective date of this division of this Act and for first-year exemption applications for property located in a revitalization area in existence on the effective date of this division of this Act filed on or after the effective date of this division of this Act, commercial property shall not receive a tax exemption under this chapter unless the city or county, as applicable, and the owner of the qualified real estate enter into a written assessment agreement specifying a minimum actual value until a specified termination date for the duration of the exemption period.
2. (a) The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made to the property and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$7,000,000.00

(b) The assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced 'below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

ITEM #: 16
DATE: 02-24-26
DEPT: W&PC

COUNCIL ACTION FORM

**SUBJECT: PROFESSIONAL SERVICES CONTRACT FOR TECHNICAL SERVICES
COMPLEX RENOVATION**

BACKGROUND:

In July 2025, staff initiated a formal Request for Proposals process to obtain architectural and engineering services for a renovation of the Technical Services Complex (TSC). The building was constructed in 1990 and houses the City's Water Meter Division on the ground floor and the Laboratory Services Division on the second floor.

The adopted FY 2025/26 Capital Improvements Plan includes \$2 million to complete the renovation project, with funding coming equally from the Water and Sewer Funds. The planned scope of work will include:

1. Replacing the failed elements of the buildings heating, ventilation, and air conditioning systems
2. Replacing damaged and stained ceiling tiles
3. Replacing the disparate lighting fixtures throughout the building
4. Repair or replacement of windows
5. A general refresh of floors and wall coverings throughout.

The HVAC and lighting work will be guided by the recently completed Energy Audit Report for the building. Also planned is some manner of a limited-use lift for moving staff and equipment to the second floor laboratory.

A four-member team reviewed and scored the 10 submittals received. A copy of the scores and summary of the fee proposals is attached. The selection process was as follows:

- Each of the four staff members independently scored the ten submissions.
- The individual scores were then compiled and averaged together, and the staff team met to discuss the relative strengths and weaknesses of each submission.
- Only after the staff team had ranked the submissions in order of preference, the fee proposal envelopes were opened. The evaluation of the fees was based on the qualitative questions "Does the fee seem appropriate for the scope of work?" and "Are the fees in line with what other firms proposed for the same scope?"
- The top two ranked firms were invited to participate in an in-person interview to discuss their proposals in greater depth.

Following the interviews, staff felt that both of the top two firms were well qualified and had provided proposals that met the needs of the project. The deciding factor ultimately ended up being the significant difference in the fee proposals, which a difference of \$102,300. Staff confirmed with SVPA that they were confident in their ability to complete the project for the fee they had proposed. For that reason, staff selected SVPA as the preferred firm. A contract with SVPA to provide the requested

services is now ready for Council approval.

ALTERNATIVES:

1. Award a contract to SVPA Architects of West Des Moines, IA for the Technical Services Complex (TSC) Renovation Project in the amount of \$157,500.
2. Direct staff to negotiate a contract with one of the other proposing firms.
3. Do not take action at this time and provide direction to staff on next steps for the project.

CITY MANAGER'S RECOMMENDED ACTION:

The adopted FY 2025/26 Capital Improvements Plan includes funding for a renovation of the TSC building. Staff conducted a Request for Proposals that follows the City's Purchasing Policies. A mutually acceptable contract has been negotiated with the firm identified by staff as being fully responsive and fiscally responsible. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, as described above.

ATTACHMENT(S):

[RFP Scoring Matrix.pdf](#)

[DRAFT Contract with SVPA for TSC Reno.pdf](#)

**TSC Renovation
RFP 2026-011**

RFP Scoring

Firm	John	Parul	Jake	Maureen	Total	Fee
OPN Architects	96	97	96	90	379	\$259,800
SVPA Architects	91	84	91	84	350	\$157,500
substancearchitecture	96	80	87	82	345	\$227,416
FRK architects + engineers	91	84	81	78	334	\$192,000
Farnsworth Group (Iowa)	77	76	79	76	308	\$258,633
FEHDesign	68	80	94	62	304	\$161,180
Studio Melee	87	78	73	64	302	\$209,120
SHYFT Collective	70	70	56	74	270	\$129,065
Roseland Mackey Harris Architects	44	60	95	70	269	\$143,200
Studio Combine	74	70	53	68	265	\$151,200

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 19th day of February in the year 2026
(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
Ames, IA 50010

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

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

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

City of Ames, Technical Services Complex Renovation
300 East 5th Street
Ames, IA 50010

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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



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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Scope Level 1: To remodel and renovate the remaining facility to better suit its operational needs. Interior Renovation to include replacement of flooring, wall coverings/covering, and ceilings, installation of a new air conditioning system; renovate the breakroom with new cabinets and appliances, including an oven; replacement ceiling tiles in the laboratory; replacement of existing lighting fixtures throughout the entire building with energy-efficient LED lighting systems including any necessary electrical work associated with lighting upgrades; installation of dimmable lighting in the laboratory, or alternately, lighting on separate switches to allow half of the light to be turned off as needed; replacement of existing HVAC system to improve energy efficiency and reduce background noise levels; and general refresh of flooring and wall coverings throughout the building. Development of concept design and cost estimate and provide in a report form. Once written approval is given by the Owner, Work will commence for the design and development of Construction Documents, Bidding Phase, Construction Administration and Project Closeout. Cost estimate to be provide at the end of each phase to confirm Cost of the Work is within budget.

Scope Level 2: The addition of a manlift to move people and equipment to the second floor. The manlift must be capable of lifting one adult person along with heavy equipment or materials (e.g., large batteries, chemicals, water samples, and laboratory equipment). Design considerations for the manlift include: a platform sized to accommodate an adult and standard equipment, low maintenance, energy efficient systems, simple and durable materials, ADA compliance, cost effectiveness in

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installation and long-term upkeep, and mitigation of safety and liability concerns related to transporting chemical supplies and laboratory samples. Emergency power/backup capacity to be evaluated based on the type of manlift selected. Development of concept design and cost estimate and provide in a report form. Once written approval is given by the Owner, Work will commence for the design and development of Construction Documents, Bidding Phase, Construction Administration and Project Closeout. Cost estimate to be provided at the end of each phase to confirm Cost of the Work is within budget.

Scope Level 3: Conceptual design and develop a preliminary budget for building addition and parking improvements. Construct approximately 4,600 square-foot conference room addition; construct a kitchenette with an attached breakroom, construct inclusive restroom facilities, construct approximately 2,300 square-foot garage addition with storage and heating the entire space; make required parking improvements; and provide a general refresh of the landscaping. Additional interior modifications will be required depending on the new addition: which includes conversion of the existing first floor conference room into an office and file storage room, conversion of the existing break room into a first aid/lactation room, addition of a waiting room and mechanical room. Development of concept design and cost estimate and provide in a report form.

The Owner, at their sole discretion, may decide to add other services, by Agreement Amendment, in the future including adjustments to Compensation.

§ 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.)

This Agreement and associated compensation (Article 11) are for the following Areas:
The Technical Services Complex (TSC), located at 300 East 5th Street in Ames. It is a two-story brick facility built in 1989 that houses the City's Laboratory Services and Water Meter divisions. With the demolition of other adjacent structures now complete, the City plans to remodel and renovate the remaining facility to better suit its operational needs. The City is also considering a possible building expansion, either now or in the future.

§ 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.)

\$1,680,000.00

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

- 1 Design phase milestone dates, if any:
June 2026
- 2 Construction commencement date:
July 2026
- 3 Substantial Completion date or dates:
To be determined
- 4 Other milestone dates:
N/A

§ 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

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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 design shall reflect the City’s commitment to sustainability by incorporating energy-efficient systems, sustainable materials, and thoughtful site planning. Wherever possible, Architect is encouraged to integrate improvements that will reduce energy use and lower the long-term operational cost of the facility.

Recent assessments of the TSC have identified opportunities to improve energy performance, including upgrades to lighting, windows, insulation, and the building’s HVAC system. Design shall consider replacing aging systems with modern, energy-efficient alternatives and explore features such as LED lighting, occupancy sensors, energy recovery systems, and improved building envelope components.

The reuse of salvaged brick from the original water treatment plant is strongly encouraged, either as a feature wall, flooring accent, or integrated architectural element.

Site planning shall consider parking improvements, stormwater management, security enhancements, and ADA compliance throughout the facility. Safety is also a critical consideration—designs shall include appropriate lighting, signage, clear circulation routes, and secure access to promote a safe environment for both staff and visitors. The project shall evaluate how to either relocate or integrate the rain garden into the new site plan, aligning with the City’s green infrastructure goals.

§ 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
Parul Baranwal, Assistant Director of Water & Pollution Control
1800 East 13th Street
Ames, IA 50010
parul.baranwal@cityofames.org
515-239-5156

§ 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.)

[Redacted]

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

- .1 Geotechnical Engineer:

To be determined.
[Redacted]

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2 Civil Engineer:

[Redacted]

3 Other, if any:

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

[Redacted]

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

Sara Herman, IIDA, LEED AP, Principal/Director of Interior Design
SVPA Architects
1466 28th Street, Suite 200
West Des Moines, IA 50266
s-herman@svpa-architects.com
515-327-5990

§ 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:

KPFF
Brad Stork, PE, Managing Principal
604 Locust Street, Suite 202
Des Moines, IA 50309
515-279-3900

2 Mechanical Engineer:

KEDbluestone
Sara Schmerbach, PE
5518 NW 88th Street
Johnston, IA 50131
515-727-0700

3 Electrical Engineer:

KEDbluestone
Lucas Baxter
5518 NW 88th Street
Johnston, IA 50131
515-727-0700

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4 Civil Engineer/Landscape Architect:

Synder & Associates
Jason Ledden, PE
2727 SW Synder Blvd
Ankeny, IA 50023
515-964-2020

.5 Cost Consultant

To be determined

§ 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 **one million (\$ 1,000,000.00)** for each occurrence

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and one million (\$ 1,000,000.00) 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 (\$ 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 law 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 (\$ 2,000,000.00) per claim and one million (\$ 2,000,000.00) in the aggregate.

2.5.6.1 Architect shall maintain same policy limits for a period of three 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 for coordinating 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.

§3.1.2.1 Architect to assistance with geotechnical services will be in the design. The Architect shall prepare the scope of work and provide to the Owner. The Owner will then procure and contract directly with the Geotechnical Firm. The Architect shall review and integrate geotechnical recommendations into the design.

§ 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

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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 securing design approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

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

§3.2.1.1 Task A - Conceptual Design

Task A shall involve the development of conceptual design and cost estimates for all three scope levels described Section 1.1.1. Scope Level 1 will immediately proceed into Task B. Scope Level 1 shall proceed into Task B after the review of the conceptual cost estimates. It is anticipated that Scope Level 3 will not immediately proceed into a construction phase. For the purposes of this scope of services, Architect will not anticipate or include Scope Level 3 proceeding beyond the conceptual design.

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

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

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

§3.2.4.1 Progress review of 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 written 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, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§3.2.5.1 Schematic Design (Inventory and Programming)

- a. Prepare existing conditions drawings of the project area to include utility locations.

§ 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

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consideration and selection of options, subject to staying within 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.

§ 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.

§ 3.4 Construction Documents Phase Services

§ 3.4.1-Task B – Design (Construction Documents)

Task B shall involve preparing technical specifications and drawings suitable for competitive bidding for Scope Level 1 and 2. The Architect shall plan for a kickoff meeting and two milestone plan reviews during design; staff comments shall be incorporated where practical. One hard copy and one electronic copy of Contract Plans and Specifications will be prepared by the Architect and presented to the Owner. Bidding documents will be issued by the City's Purchasing Division. Drawings will be completed in AutoCAD. An updated Project Estimate will be required as part of the design.

Architect to assistance with geotechnical services will be in Task B. The Architect shall prepare the scope of work and provide to the Owner. The Owner will then procure and contract directly with the Geotechnical Firm. The Architect shall review and integrate geotechnical recommendations into the design.

§ 3.4.1.1 The Architect shall periodically meet with the Owner to review the development of the Contract Documents. The Architect shall be present in person at a minimum of 2 presentation meetings with the others being in person or virtual; Consultants at a minimum of one (1) time in person and two (2) times virtually.

§ 3.4.1.2 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 and Utilities having jurisdiction over the Project into the Construction Documents.

§ 3.4.2.1 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.

§ 3.4.5 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.

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§ 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 participate in a pre-bid conference for prospective bidders;
3. respond to bidder inquiries on technical matters and preparing appropriate clarifications and addenda
4. 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,
5. attend the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, 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.

§ 3.5.2.4. The Owner will issue the formal Notice to Bidders, distribute plans and specifications, distribute any addenda, receive bids, and conduct the formal bid opening. The Architect shall assist in reviewing the bids and preparing a recommendation of award.

§ 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 to 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 shall assist the Owner in performing an on-site review of the Project during the 11th month after the Substantial Completion. Such services shall be furnished without additional charge except for travel & 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.

§ 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 visit. 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

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authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within 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, 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

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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
§ 4.1.1.2 Multiple preliminary designs	By Architect – Included in Basic Services
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	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	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	By Architect – Included in Basic Services
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	

§ 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.

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(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 in 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.)

§ 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 (, or procurement or delivery method;
- .2 After the Construction Documents Phase is 100% complete, for Services necessitated by the enactment or revision of codes, laws, or regulations, that were not in effect 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 notify the Owner promptly, explain the facts and circumstances giving rise to the need, and with Owner's approval, provide the following Additional Services. 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

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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.

§ 4.2.4 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 24 () 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 Concept 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 Concept Design 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, writing a change order if required to make adjustments to the documents for the required scope.

§ 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 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

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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.

§ 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 communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate with the Architect. The Architect shall prepare for Owner's review and use 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.

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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

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 and assisting the Owner in rebidding the project, again providing the services outlined in 3.5.2 above, 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.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

Commented [SH2]: Why is this deleted?

Commented [AM3R2]: City to keep in the document.

§ 8.2.5 The Architect of 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 sub-consultants so retained for the Project, thereby providing for mediation as the primary method for dispute resolution between the 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 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, including Reimbursable Expenses incurred.

§ 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

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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 so 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 State of Iowa with venue in the appropriate state and/or federal court 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 unreasonably 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 15 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. The fees under this agreement, all costs and all aspects of this Agreement and accompanying attachments are public record per

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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)

\$157,500.00

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, 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:

Development of Concept Design & Cost Estimates for Area 1, 2 & 3	\$31,500
Design & Construction Drawings for bidding Area 1 & 2	\$70,875
Bidding Assistance	\$4,725

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Construction Administration	\$39,375
Closeout of the Project	\$11,025
<hr/>	
Total Basic Compensation	\$157,500

§ 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.)

Per Exhibit C

§ 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 (subsistence shall not exceed the published IRS per diem rates applicable to Story County, Iowa;
- .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 bid 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
- .9
- .10 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .11 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 \$3,500.

§ 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

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§ 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.)

§ 12.2 NON-COMPENSTATED SERVICES

12.2.1 If the cost opinion exceeds the budgeted Construction Cost set forth in Article 1.1.3 at the completion of any phases of work, the Owner may choose to revise the project scope and/or quality as required to reduce the overall cost. If the Owner chooses to proceed in this manner; the Architect shall be responsible for all costs associated with modifying the design and related documents.

12.2.2 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 Owner may choose to revise the project scope and/or quality as required to reduce the projected construction costs. If the Owner chooses to proceed in this manner, the Architect shall be responsible for modifying the design, all related documents, printing and reissuing bid documents as necessary to obtain new bids.

12.2.3 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.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

Commented [SH4]: 12.4.1 and 12.2.2 are already addressed in Article 6. 12.2.3- Architect should only be responsible for costs owner would not have paid if bid. Owner is responsible for all value added work. . I don't understand 12.2.4 and have never seen on a project. Please explain.

Commented [AM5R4]: Acceptable to strike 12.2.4.

(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 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

In the event of any contradiction between the Exhibits and the Agreement occur, 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)

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

ITEM #: 17
DATE: 02-24-26
DEPT: P&R

COUNCIL ACTION FORM

SUBJECT: PLAYGROUND EQUIPMENT FOR PARKVIEW PARK

BACKGROUND:

Park playground equipment is replaced approximately every twenty years according to a replacement plan maintained by City staff. Because some equipment gets used more than others, staff annually reviews all playground equipment to determine the condition of each piece of equipment and whether it should be replaced. After each review, staff recommends which structures should be included in the five-year Capital Improvements Plan (CIP).

The playground equipment in Parkview Park, 1730 Buchanan Court, was included in the FY 2025/26 CIP for replacement. Please note there are two playground locations in Parkview Park. One is located at the north end of the park, and one is located at the south end. The equipment at the north end is the location that is up for replacement.

Staff sent a Request for Proposals (RFP) to qualified playground equipment representatives, inviting them to submit proposals to replace the playground equipment in Parkview Park. The RFP stated that \$64,000 was available for playground equipment and installation. Staff received multiple proposals and evaluated them based on the following criteria: safety; play features including balancing, spinning, sliding, climbing and swinging components; site compatibility; accessibility and inclusivity; supports physical, cognitive, and emotional/social development; cost vs. relative play value; unique play features; and aesthetics compared to existing structures within the park, as well as the overall park system.

Six vendors submitted proposals:

1. Boland Recreation, Marshalltown, Iowa
2. Play-Pro Recreation, Clive, Iowa
3. BCI Burke Company, Inc., North Fond du Lac, Wisconsin
4. Crouch Recreation, Elkhorn, Nebraska
5. J. Oliver Construction, LLC., Kansas City, Kansas
6. Midwest Playscapes Inc., Des Moines, Iowa

A total of nine (9) proposals were submitted with each including equipment and installation at a proposed cost of \$64,000.

PUBLIC OUTREACH:

Staff evaluated the multiple proposals received and selected five options (Attachment A) from BCI Burke Company, Boland Recreation, Crouch Recreation, and Play-Pro Recreation to present for public feedback. Residents were asked to provide feedback on the playground proposals through a survey that was included in the weekly Parks and Recreation E-newsletter that is distributed to over 13,000 email addresses. The survey link was also posted on social media.

In total, 164 results were received. Survey results indicate that respondents favored the options in the following order:

- Option 4 (61) Play-Pro Recreation
- Option 5 (47) Play-Pro Recreation
- Option 2 (25) Boland Recreation
- Option 1 (16) BCI Burke Company
- Option 3 (15) Crouch Recreation

The survey also asked residents if they lived within walking distance of the park. Of the respondents, 77 individuals (47%) lived within walking distance of the park.

BUDGET:

There is \$75,500 budgeted for a new playground structure, swings, concrete playground border, and engineered wood fiber surfacing. The approximate cost for the total project is \$75,000, which includes \$64,000 for the equipment and \$11,000 for the concrete playground border and surfacing.

ALTERNATIVES:

1. Award a contract to Play-Pro Recreation, Clive, Iowa, to purchase and install playground equipment, Option 4, for Parkview Park in the amount of \$64,000.
2. Award a contract to Play-Pro Recreation, Clive, Iowa, to purchase and install playground equipment, Option 5, for Parkview Park, in the amount of \$64,000.
3. Award a contract to Boland Recreation, Marshalltown, Iowa, to purchase and install playground equipment, Option 2, for Parkview Park in the amount of \$64,000.
4. Do not award a contract.
5. Refer this item back to staff for further information

CITY MANAGER'S RECOMMENDED ACTION:

Residents of Ames, year after year, rate the playgrounds in the parks good or very good over ninety percent of the time. In an effort to keep playground equipment safe and enjoyable, they need to be replaced on a periodic basis. The playground in Parkview Park is due for replacement. Based feedback from staff and residents, Option 4 is the most desired playground equipment proposal. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 as noted above.

ATTACHMENT(S):

[Attachment A - Parkview Park Playground Options.pdf](#)

Parkview Park Playground Options

Option 1:



Option 2:



Option 3:



Option 4:



Option 5:



ITEM #: 18
 DATE: 02-24-26
 DEPT: W&PC

COUNCIL ACTION FORM

SUBJECT: WATER POLLUTION CONTROL FACILITY NUTRIENT REDUCTION MODIFICATIONS PHASE 1 PROJECT - CHANGE ORDER #8

BACKGROUND:

On August 13, 2024, City Council awarded a contract to Woodruff Construction for modifications to the Water Pollution Control Facility (WPCF) in the amount of \$53,370,000. These modifications are the first of two construction phases that will ultimately enable the facility to achieve the goals of the Iowa Nutrient Reduction Strategy.

As is common with large construction contracts, this project has required multiple change orders. To date, seven change orders have been approved for a combined total reduction in the contract price of \$157,234.77. **Details regarding the scope and amounts of each change order are outlined below in Table 1.**

An eighth change order has been prepared and is ready for Council approval. It includes six individual changes to the construction documents.

The most notable item is a cost difference credit for work that was previously approved under Change Order #6. In that change order, Council approved an allowance not to exceed \$115,247.35 to relocate a water line that was found to be in a different location than anticipated. The work was done on a time-and-material basis that ultimately totaled only \$79,597. Item 8c on this change order is to release the \$35,650.35 that was not used.

Item 8b on this change order is for changes to exterior door hardware. The style specified was not the style staff was anticipating. The engineer has agreed to provide a credit on their next invoice to offset the cost of the contract change (\$5,499.33).

Other items in this change order include: relocating an overhead door in the maintenance garage; adding an automatic door opener to the exterior door leading into the mud room; adding corner guards throughout the administration building; and substituting a different style of programmable logic controller.

Combined, the total of all six items in Change Order No. 8 is an increase to the construction contract of \$3,841.91. The additional offsetting credit from the engineer for the door hardware results in a net decrease to the overall project cost of \$1,657.42.

Table 1: Change Order Summary

Change Order #1	
Credit for Enviromix, fire alarms, canopy; reroute gate power circuit; expansion joint changes.	(231,878.79)

<u>Change Order #2</u> Modifications to the ceiling and lighting in portions of the Administration Building.	(25,280.00)
<u>Change Order #3</u> Changes to Control Box A & B; changes to framing elements, reimbursement for special inspections.	10,835.86
<u>Change Order #4</u> Changes to door framing; changes to ceiling tiles; changes to electrical outlets; additional painting requested by staff.	13,459.25
<u>Change Order #5</u> Changes to valves & piping in Structure 10; changes to reinforcing and electrical at Structure 20; add booster fan; casework changes in admin building; add (2) well supply tanks and well control modifications; modifications to gate valve in Control Box A; misc changes in Structure 20.	(40,743.03)
<u>Change Order #6</u> Integrate doors into fire alarm in Admin; change paving to PCC for (8) parking stalls; credit for brass tags vs stainless; credit for rehab slide gate valves in Structure 10 versus replacement; Structure 200 berm elevation changes; corner guards in Structure 200; changes to the 4" DCW line near the RWPs.	\$71,844.57
<u>Change Order #7</u> Add asbestos and lead abatement for demolition of old admin building; add remote control for trolley hoist; misc electrical changes; add door holder/closer; extend water line in grit building; additional fencing; removal of unknown foundation under old admin building; add additional wireless access points.	\$44,527.37
<u>Change Order #8 - <i>this action</i></u> Relocate overhead door; door hardware change; credit from water line relocation; door opener to Room 20012; add corner guards in admin building; substitute PLC type	\$3,841.91
Total Approved Change Orders (Including this action)	(\$153,392.86)

Table 2 below summarizes the overall project budget.

Table 2: Total Project Funding & Expenses

	Funding	Expenses
Prior Years		
FY 2023	1,000,472.42	
FY 2024	1,438,643.35	
FY 2025 Adjusted	26,610,884	
FY 2026	26,240,000	
FY 2027	7,250,000	
Engineering		6,038,000
Construction		
Original Contract		53,370,000
Change Order #1		(231,878)

Change Order #2		(25,280)
Change Order #3		10,836
Change Order #4		13,459
Change Order #5		(40,743)
Change Order #6		71,845
Change Order #7		44,527
Change Order #8 - This Action		3,842
Owner Allowance (furnishings, etc.)		400,000
All Other Expenses		122,675
TOTAL	62,540,000	59,777,282
Available Contingency		2,761,717

The Clean Water State Revolving Fund (CWSRF) loan was approved in a not-to-exceed amount of \$65,185,000 to provide a cushion for unanticipated project changes and prevent unnecessary issuance costs associated with increasing the not-to-exceed amount as a separate action, should it be necessary.

It should be noted that the SRF program is a reimbursement program, meaning that the City first spends the money, then the program reimburses for eligible expenses. This method ensures the City will only borrow for expenses the City Council has authorized and are necessary to complete the project, thus minimizing interest expense associated with the improvements.

ALTERNATIVES:

1. Approve Change Order #8 to the contract with Woodruff Construction for the Water Pollution Control Facility Nutrient Reduction Modifications Phase 1 Project in the amount of \$3,841.91.
2. Do not approve the change order. This would reject the recommended changes to the contract documents.

CITY MANAGER'S RECOMMENDED ACTION:

The proposed changes are to maintain and improve the reliability and function of the Water Pollution Control Plant Modifications. The consultant, contractor, and City staff have worked closely together to come up with reasonable, cost-effective recommendations. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative 1 as described above.

ATTACHMENT(S):

[CO 8&Encl_Scanned_Woodruff.pdf](#)



February 17, 2026

CHANGE ORDER NO. 8

PROJECT: Nutrient Reduction Modifications–Phase 1
OWNER: City of Ames, Iowa
CONTRACT: 2024-089
CONTRACTOR: Woodruff Construction, Inc.

Description of Change

8a	Remove and reinstall overhead door 20030C on the south side of the wall between the garage and shop areas in Structure 200. PCO No. 045 from Contractor is enclosed.	ADD	\$3,598.22
8b	Change locksets installed on 13 doors from “Storeroom” function to “Entry” function. PCO No. 048 from Contractor is enclosed.	ADD	\$5,944.33
8c	Credit for the cost difference between the previously approved Change Order No. 6, item 6h, and actual time and materials spent on the installation of 4-inch DCW piping and connections and two flow meters in accordance with CPR No. 019. PCO No. 049 from Contractor is enclosed.	(DEDUCT)	(\$35,650.65)
8d	Remove specified door closer on opening 20012B in Structure 200 and provide automatic door opener in accordance with CPR No. 026. PCO No. 052 from Contractor is enclosed.	ADD	\$7,294.66
8e	Provide 28 additional corner guards in Structure 200 at locations indicated by Owner in accordance with CPR No. 022. PCO No. 047 from Contractor is enclosed.	ADD	\$3,456.20
8f	Remove and replace the existing programmable logic controller and input/output cards at Rooftop Unit No. 8 and replace with CompactLogix PLC and I/O cards to support added equipment to Structure 100. PCO No. 054 from Contractor is enclosed.	ADD	\$19,200.85
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$3,843.61

Contract Price Adjustment

Original Contract Price	\$53,370,000.00
Previous Change Order Adjustments	(\$157,234.77)
Adjustment in Contract Price this Change Order	\$3,843.61
Current Contract Price including this Change Order	\$53,216,608.84

JPK:\\I\\S:\\MAD\\4400--4499\\4429\\014\\Construction\\Change Orders\\CO 08\\CO 8.docx

City of Ames-Woodruff Construction, Inc.
Contract 2024-089, Change Order No. 8
Page 2
February 17, 2026

Contract Substantial Completion Date Adjustment

Original Contract Substantial Completion Date	March 31, 2027
Contract Substantial Completion Date Adjustments due to previous Change Orders	0 Days
Contract Substantial Completion Date Adjustments due to this Change Order	0 Days
Current Substantial Contract Completion Dates including all Change Orders	March 31, 2027

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	June 30, 2027
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	0 Days
Current Final Contract Completion Dates including all Change Orders	June 30, 2027

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED


 _____ Date 2/17/2026
 ENGINEER-Strand Associates, Inc.®

APPROVED


 _____ Date 2/18/20
 CONTRACTOR--Woodruff Construction, Inc.

RECOMMENDED

 OWNER--City of Ames, Iowa Date _____

APPROVED

 OWNER--City of Ames, Iowa Date _____

11/12/2025

TRAVIS ANDERSON
STRAND ASSOCIATES
910 WEST WINGRA DRIVE
MADISON, WI 53715

RE: NUTRIENT REDUCTION MODIFICATIONS – PHASE 1
AMES, IA

SUBJ: Potential Change Order #045 – OH Door 20030C Installation

Dear Travis Anderson:

Per Cost Proposal Request 027, we are proposing the following:

- Remove and re-install overhead door 20030C on the South side of the wall so it is located inside the shop.
- Includes relocation of electrical and patching of the North side of the wall where the door is removed.

Our total price to perform the subject changed work is **\$3,598.22**. All supporting documentation is attached.

The schedule analysis determines the resulting changed activity sequence to add (0) ZERO WORKING DAYS to the project. This cost is included in the above price.

Your written approval is required by 12/3/2025. Action after that date will result in additional costs and added time, which will then be added to the above price.

When this potential change order is signed by the Owner and a copy is returned to the contractor, approval of change(s) is effective IMMEDIATELY and we will proceed with the change(s) described above. Approved changes will be included in a future contract change order. If you require additional clarification, please contact me. Thank you for your prompt response.

Sincerely,

WOODRUFF CONSTRUCTION, INC.



Zach Phillips
Senior Project Manager

cc: File

_____/_____
Owner Approval / Date

_____/_____
Engineer Approval / Date



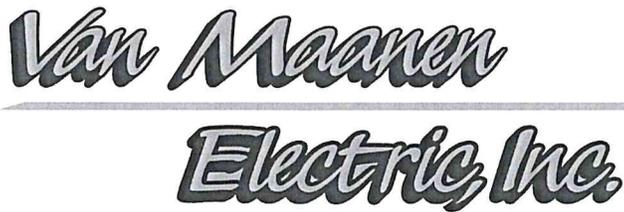
100% Employee Owned

Change Request # 45

Price Breakdown

Description: 20030C OH DOOR INSTALLATION (CPR-027)
Remove and re-install coiling door 20030C so that the entire unit is on the South side of the wall.

Description	Quantity	Unit	Unit Price	Price
REMOVE AND RE-INSTALL 20030C	1.00	LS	\$2,000.00	\$2,000.00
RE-ROUTE ELECTRICAL FOR 20030C	1.00	LS	\$1,007.18	\$1,007.18
PATCH AND PAINT NORTH WALL	4.00	MH	\$85.00	\$340.00
Subtotal:	0.00	0.00	0.00	0.00
			3,007.18	340.00
				3,347.18
		Bonds & Insurance	\$3,347.18	2.50%
		OH&P - Subcontractors	\$3,347.18	5.00%
				Total:
				\$3,598.22



PROPOSAL REQUEST

Van Maanen Electric, Inc.

500 Iowa Speedway Drive
Newton, IA 50208
Telephone: 641-791-9473

CCN #

CPR-027

Date:

11/11/2025

Project Name:

Ames Nutrient Reduction Mods Phase 1

Project Number:

Ames Nutrient Reduction Mods Phase 1

Page Number:

1

Woodruff Construction

Contact: Zach Phillips
1920 Philadelphia St, Ste 102
Ames, IA 50010
E-mail: zachp@woodruff.build

Work Description

Scope: Move electrical for overhead door 20030C.Excludes any patching or painting.

Breakdown

Description	Qty
3/4" CONDUIT - EMT	20
3/4" CONN SS STL - EMT	1
#12 THHN BLACK	60
Totals	81

Summary

General Materials		130.11
Davis Bacon Wages	(10.00 Hrs @ \$74.57)	745.70
O&M		131.37

Final Amount

\$1,007.18

Van Maanen Authorization:

Project Manager: Matt Van Maanen
Phone Number: 641-791-9473
E-mail: matt@vanmaanenelectric.com

Signature: _____ Date: _____

Woodruff Construction Authorization

Name: Zach Phillips

Signature: _____ Date: _____

ORIGINAL



Cost Proposal Request
Nutrient Reduction Modifications–Phase 1
City of Ames, Iowa
Contract 2024-089
November 6, 2025

COST PROPOSAL REQUEST NO.: 027

TO: Woodruff Construction, Inc.
ISSUED BY: Travis Anderson

DISTRIBUTION

Zach Phillips	Woodruff Construction, Inc.
Tyler VerMeer	City of Ames
Travis Anderson	Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

DESCRIPTIONS AFFECTING THE DRAWINGS

Drawing 200-AS1.05

027-01 Revise installation of overhead door 20030C so the motor and drive are located on the east side of the door.

12/4/2025

TRAVIS ANDERSON
STRAND ASSOCIATES
910 WEST WINGRA DRIVE
MADISON, WI 53715

RE: NUTRIENT REDUCTION MODIFICATIONS – PHASE 1
AMES, IA

SUBJ: Potential Change Order #048 – Door Hardware Change

Dear Travis Anderson:

Per email correspondence with the City of Ames on 11/26/25, we are proposing the following:

- Swap out the specified/installed locksets on (13) doors to change the function from Storeroom to Entry.
- Includes credit (less restocking fee) for (3) unopened locksets.

Our total price to perform the subject changed work is **\$5,944.33**. All supporting documentation is attached.

The schedule analysis determines the resulting changed activity sequence to add (0) ZERO WORKING DAYS to the project. This cost is included in the above price.

Your written approval is required by 12/18/2025. Action after that date will result in additional costs and added time, which will then be added to the above price.

When this potential change order is signed by the Owner and a copy is returned to the contractor, approval of change(s) is effective IMMEDIATELY and we will proceed with the change(s) described above. Approved changes will be included in a future contract change order. If you require additional clarification, please contact me. Thank you for your prompt response.

Sincerely,

WOODRUFF CONSTRUCTION, INC.



Zach Phillips
Senior Project Manager

cc: File

_____/_____
Owner Approval / Date

_____/_____
Engineer Approval / Date



100% Employee Owned

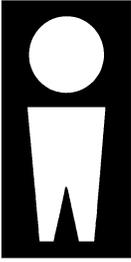
Change Request # 48

Price Breakdown

Description: DOOR HARDWARE CHANGE
 Replace the locksets on (13) doors from storeroom function to entry function.

Description	Quantity	Unit	Unit Price	Price
HARDWARE REPLACEMENT LABOR	4.00	MH	\$75.00	\$300.00
(13 EA) SARGENT 10XG05 LOCKSETS	1.00	LS	\$5,359.00	\$5,359.00
CREDIT (3 EA) UN-OPENED 10G04 LOCKSETS	1.00	LS	\$-600.00	\$-600.00
Subtotal:	300.00	0.00	4,759.00	0.00
			Bonds & Insurance	\$5,059.00 2.50% \$126.48
			OH&P - Self Perform	\$5,059.00 15.00% \$758.85
			Total:	\$5,944.33

QUOTE FOR MATERIAL AND/OR LABOR



DOORS INC
300 S.W. 6TH STREET
DES MOINES, IA 50309
PH: 515-288-8951
FX: 515-288-6212

DATE: 12/01/25 QUOTE: _____
REFERENCE: ADDED LOCKS JOB NAME: AMES NUTRIENT REDUCTION
CONTRACTOR: WOODRUFF CONSTRUCTION JOB NUMBER: 24-09014
ATTENTION: _____

ESTIMATED COST OF MATERIAL: \$ 5,359.00
TAX NOT INCLUDED

NO PRODUCT WILL BE ORDERED UNTIL A CHANGE ORDER IS EMAILED OR A SEPARATE P.O. IS PROVIDED TO THE PROJECT MANAGER.

PRICE ABOVE INCLUDES THE FOLLOWING:

13EA SARGENT 10XG05

"PLEASE NOTE:

This quote is based on the current tariff policy at the time of this quotation. Adjustments to tariffs due to changes in governmental policies may require a change order or re-quote. A 4% transaction fee will apply for payments made by credit card."

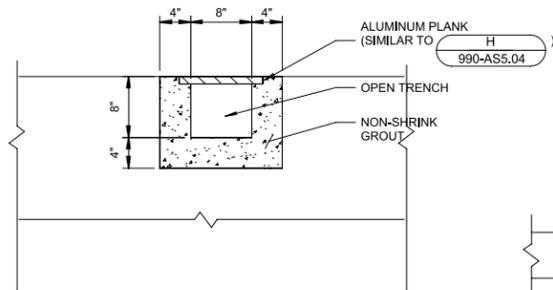
NOTES:

- EXCLUDES Aluminum Door Hardware
- Sales Tax is Not Included
- Glass & Glazing is Excluded
- FOB Jobsite With Tailgate Delivery
- Terms Are NET 30 Days With NO Retainage Allowed

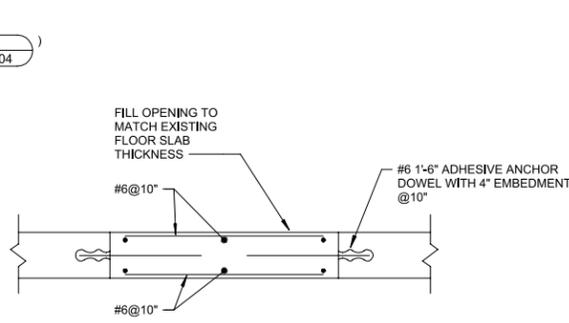
QUOTE GOOD FOR 30 DAYS

THANK YOU,

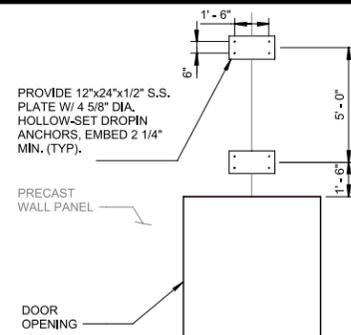
Samantha Kepple



A SAMPLER HOSE TRENCH DETAIL
10-AS1.02 NO SCALE



B PIPE INFILL DETAIL
10-AS1.02 NO SCALE



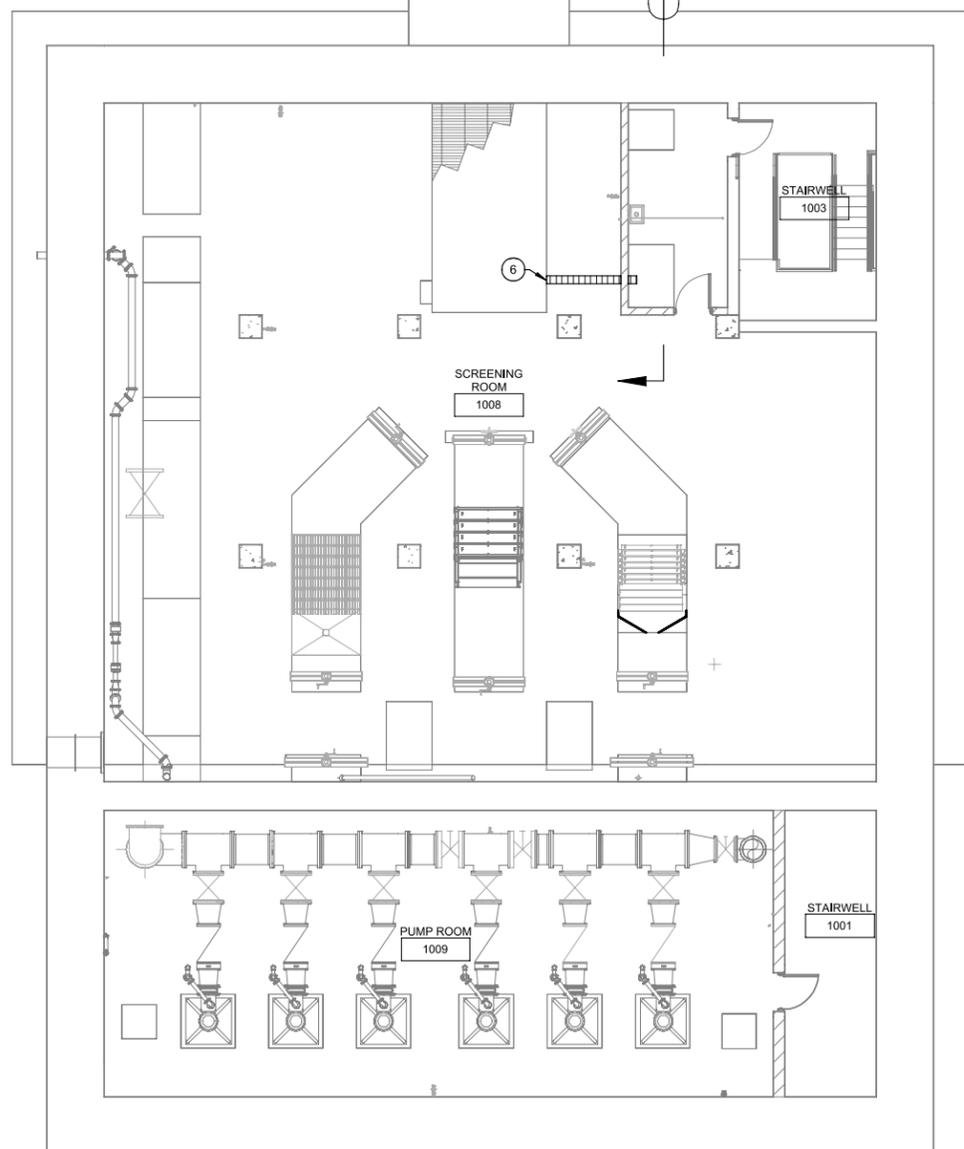
C LOAD TRANSFER PLATE DETAIL
10-AS1.02 NO SCALE

GENERAL NOTES:

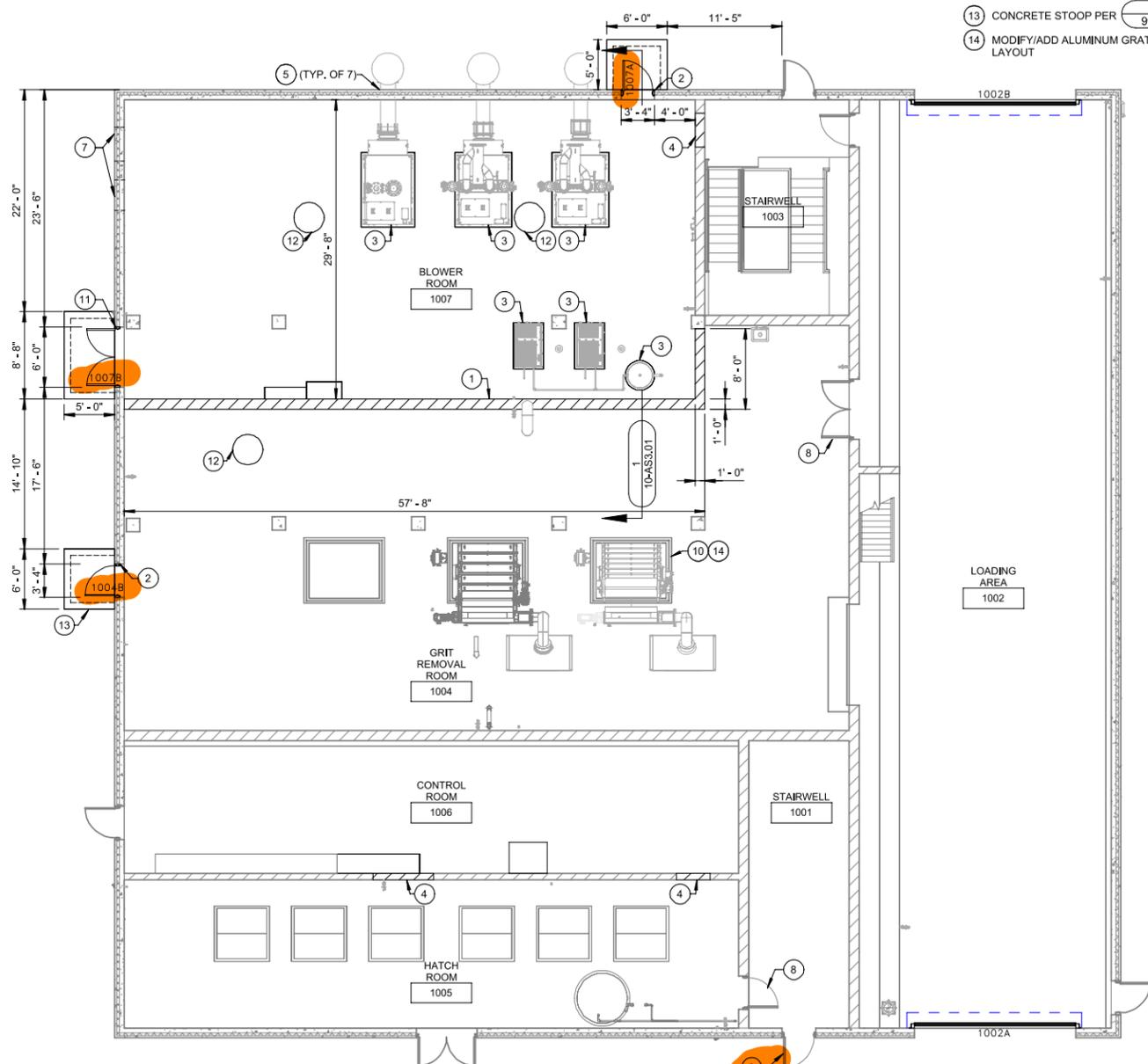
- SEE 990-AS6.04 FOR GENERAL ARCHITECTURAL/STRUCTURAL NOTES.
- SEE 80-AS5.01 FOR PIPE BRIDGE DETAILS

KEY NOTES:

- 12" CONCRETE BLOCK INTERIOR NON-BEARING WALL PER DETAIL **A** 10-AS3.01
- CREATE NEW WALL OPENING CENTERED IN EXISTING WALL PANEL SECTION
- EQUIPMENT PADS PER **G** 990-AS5.02
- CONCRETE BLOCK INFILL TO MATCH EXISTING
- PROVIDE WALL SLEEVE IN PRECAST PANEL PER **L** 990-AS5.02
- SAMPLER HOSE TRENCH PER **A** 10-AS1.02
- LOUVER OPENINGS CENTERED IN PRECAST WALL PANEL
- PROVIDE NEW LATCHSET PER HARDWARE GROUP 3.
- PROVIDE NEW LOCKSET AND DOOR CLOSER PER HARDWARE GROUP 5.
- MOFIDY & REPLACE RAILING AS REQUIRED **A** 990-AS5.04
- LOCATE DOOR OPENING CENTERED ON EXISTING WALL PANEL JOINT. ADD LOAD TRANSFER PLATE ABOVE DOOR, AT PANEL JOINT PER **C** 10-AS1.02
- FILL PIPE PENETRATIONS PER **B** 10-AS1.02
- CONCRETE STOOP PER **A** 990-AS5.02
- MODIFY/ADD ALUMINUM GRATING FOR NEW BAR SCREEN LAYOUT



LOWER LEVEL PLAN
0 2 4 8 16'



FIRST FLOOR PLAN
0 2 4 8 16'

NO.	REVISIONS	DATE
1	ISSUED FOR CONSTRUCTION	09/20/24

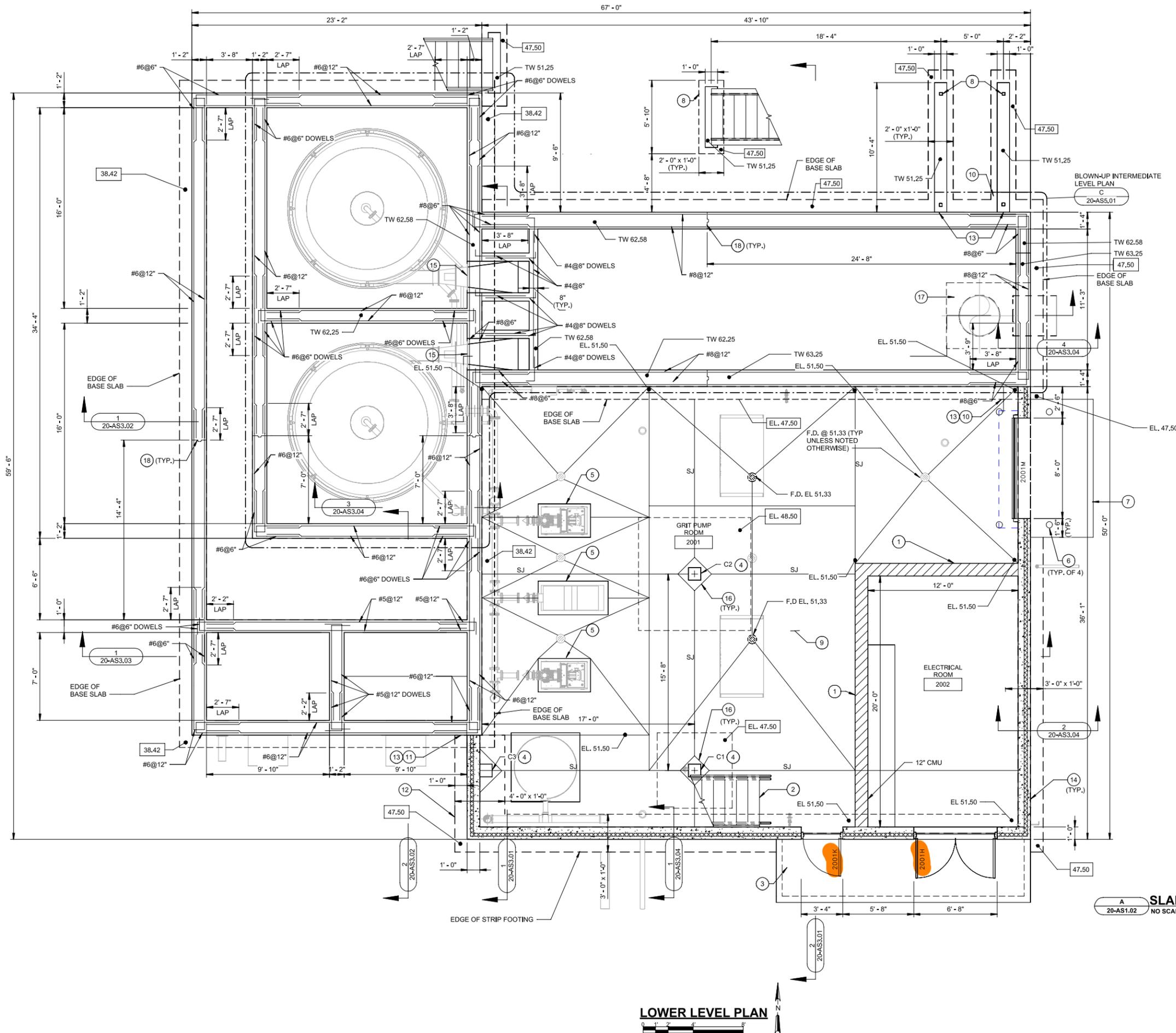
**RAW WASTEWATER PUMP STATION/BLOWER BUILDING
ARCHITECTURAL/STRUCTURAL
FLOOR PLANS**

NUTRIENT REDUCTION MODIFICATIONS - PHASE 1
WATER POLLUTION CONTROL FACILITY
AMES, IOWA

JOB NO.
4429.009
PROJECT MGR.
TRAVIS ANDERSON

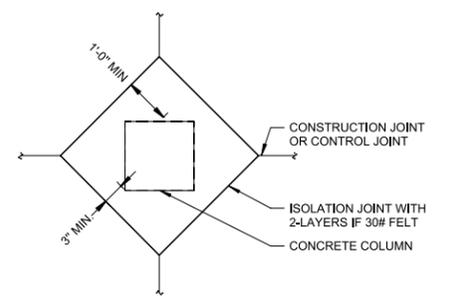


SHEET
60
10-AS1.0: 152



- GENERAL NOTES:**
- SEE GENERAL NOTES ON 990-AS6.04
 - FOR 6" FIBER REINFORCED SLAB ON GRADE, PROVIDE SLAB SAWN JOINTS AT MAX. 12'-0" O.C. 990-AS5.01
CONFIRM FINAL LAYOUT OF SAWN JOINTS WITH ENGINEER.

- KEY NOTES:**
- 12" INTERIOR NON-BEARING CMU WALL J 990-AS5.02
 - ALUMINUM STAIRS H 990-AS5.03
 - CONCRETE STOOP A 990-AS5.02
 - COLUMN AND FOOTING B 20-AS5.01
 - EQUIPMENT PAD B 990-AS5.03
 - BOLLARDS K 990-AS5.02
 - CONCRETE APRON B 990-AS5.02
 - STAIR FOUNDATION, REINFORCE SIMILAR TO TYPICAL STRIP FOOTING L 990-AS5.01
 - 6" FIBER REINFORCED SLAB ON GRADE
 - DOWEL STRIP FOOTING TO BASE SLAB USING 4-#5 DOWELS
 - DOWEL FOOTING TO FOUNDATION WALL WITH 3-#6 x 2'-6" LONG ADHESIVE ANCHORED DOWELS, EMBED 6"
 - PROVIDE FLAMABLE FILL BELOW FOOTING WHERE EXCAVATION LIMITS ARE DEEPER THAN PROPOSED SUBGRADE SEE 1 20-AS3.01
 - DOWEL FOUNDATION WALL TO TANK WALL WITH 2-#5 x 2'-6" LONG ADHESIVE ANCHORED DOWELS TOP AND BOTTOM, EMBED 5"
 - 3-3-6 PRECAST WALL PANEL
 - BEAM AT TOP OF WALL, SEE SECTION 1 20-AS3.02
 - SLAB ON GRADE ISOLATION JOINT AT COLUMN A 20-AS1.02
 - CONCRETE PIPE ENCASUREMENT PER F 990-AS5.02
EXTEND PIPE ENCASEMENT 1'-0" PAST THE FIRST JOINT THAT FALLS OUTSIDE THE FOOTPRINT OF THE BUILDING.
 - CONSTRUCTION JOINT WITH HYDROPHILIC WATER STOP B 990-AS5.01



A **SLAB ON GRADE ISOLATION JOINT AT COLUMN**
20-AS1.02 NO SCALE

LOWER LEVEL PLAN

NO.	REVISIONS	DATE
1	ISSUED FOR CONSTRUCTION	09/09/24

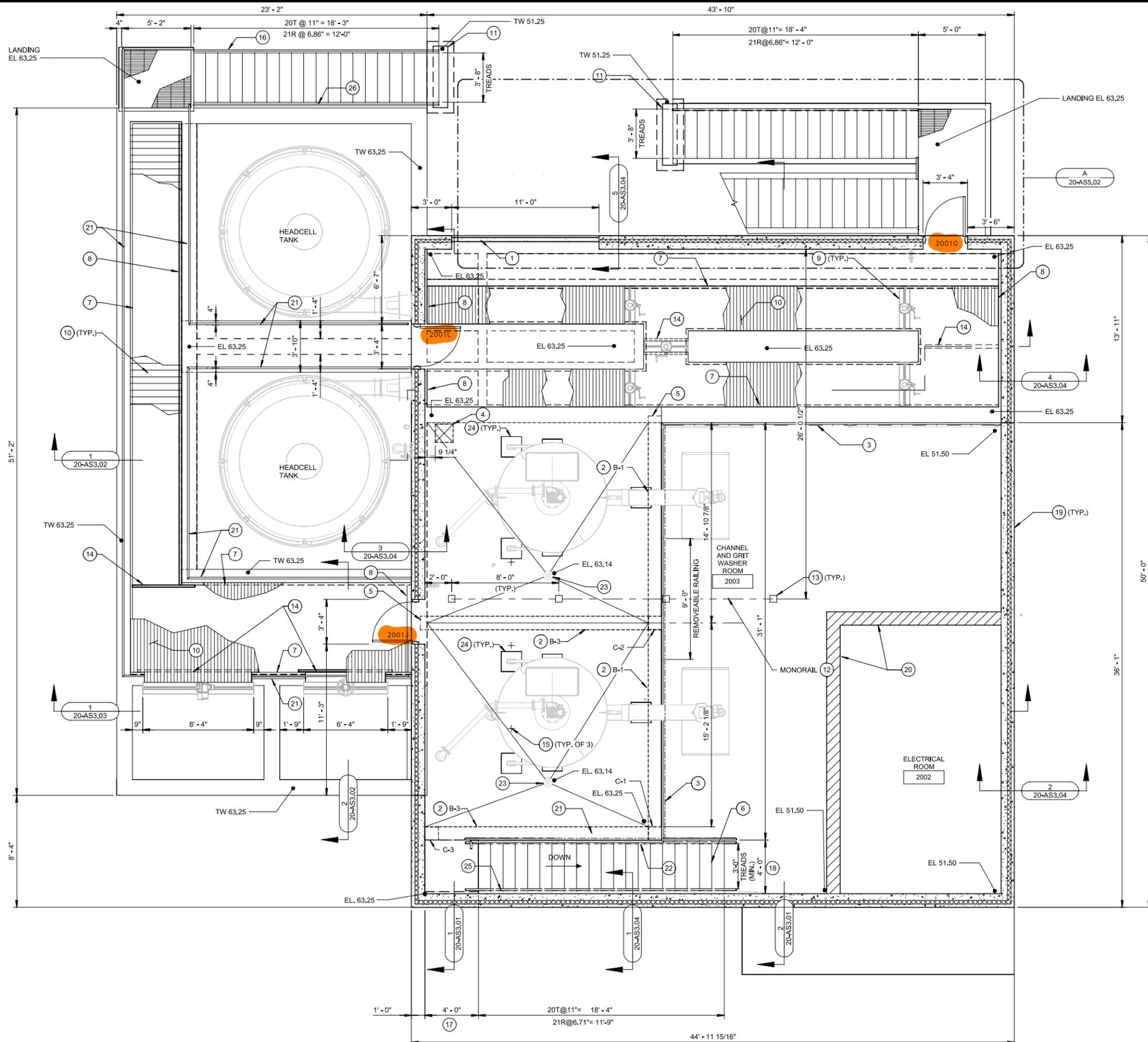
**GRIT HANDLING BUILDING
ARCHITECTURAL/STRUCTURAL
LOWER LEVEL PLAN**

**NUTRIENT REDUCTION MODIFICATIONS - PHASE 1
WATER POLLUTION CONTROL FACILITY
AMES, IOWA**

JOB NO.
4429.009
PROJECT MGR.
TRAVIS ANDERSON



SHEET
81
20-AS1.0:153



UPPER LEVEL PLAN



- GENERAL NOTES:**
- SEE GENERAL ARCHITECTURAL/STRUCTURAL NOTES ON 990-AS6.04
- KEY NOTES:**
- INSULATED METAL PANEL (D) 20-AS5.01
 - BEAM PER DETAIL (A) 20-AS5.01
 - SIDE-MOUNTED ALUMINUM RAILING WITH TOE BOARD (A) 990-AS5.04
 - 16"x16" DUCT OPENING
 - PROVIDE 8" BEAM BEARING (A) 20-AS5.01
 - ALUMINUM STAIRS (H) 990-AS5.03
 - EMBEDDED PLANKING SUPPORTS SIMILAR TO (H) 990-AS5.04
 - SURFACE MOUNTED PLANKING SUPPORTS SIMILAR TO (H) 990-AS5.04
 - ALUMINUM PLANKING SUPPORTS AT GATE (J) 990-AS5.04
PROVIDE ODOR CONTROL GASKET AT GATE PER (C) 990-AS5.04
 - UNPUNCHED ALUMINUM PLANKING SIMILAR TO (H) 990-AS5.04
 - STAIR LANDING PER (L) 990-AS5.01
 - S8x18.4 MONORAIL WITH 1 TON CAPACITY. STENCIL CAPACITY ON. PROVIDE HOIST AND TROLLEY AS SPECIFIED.
 - MONORAIL SUPPORT FROM ROOF STRUCTURE PER (D) 990-AS5.05
 - CSX2.32 ALUMINUM MEMBER. PROVIDE 3"x3"x1/4" CLP ANGLE CONNECTION AT PERPENDICULAR END. PROVIDE 2-5/8" DIA. CONNECTION BOLTS TO BEAM WEB, FASTEN TO WALL WITH 2-5/8" DIA. EXPANSION BOLTS AT EACH END.
 - PICK POINT PER (E) 990-AS5.03 IN ELEVATED SLAB TO LIFT EQUIPMENT BELOW.
 - ALUMINUM STAIRS AND LANDING SIMILAR TO (3) 20-AS5.02
 - CONCRETE LANDING
 - STAIR OPENING
 - 3-3-6 PRECAST WALL PANEL
 - 12" CMU
 - TOP MOUNTED ALUMINUM RAILING WITH TOE BOARD (A) 990-AS5.04
 - STRINGER MOUNTED ALUMINUM RAILING WITH HANDRAIL (A) 990-AS5.04
 - FLOOR DRAIN
 - CONCRETE EQUIPMENT BASE (G) 990-AS5.02
 - WALL MOUNTED HANDRAIL (E) 990-AS5.04

NO.	REVISIONS	DATE
1	ISSUED FOR CONSTRUCTION	09/07/24

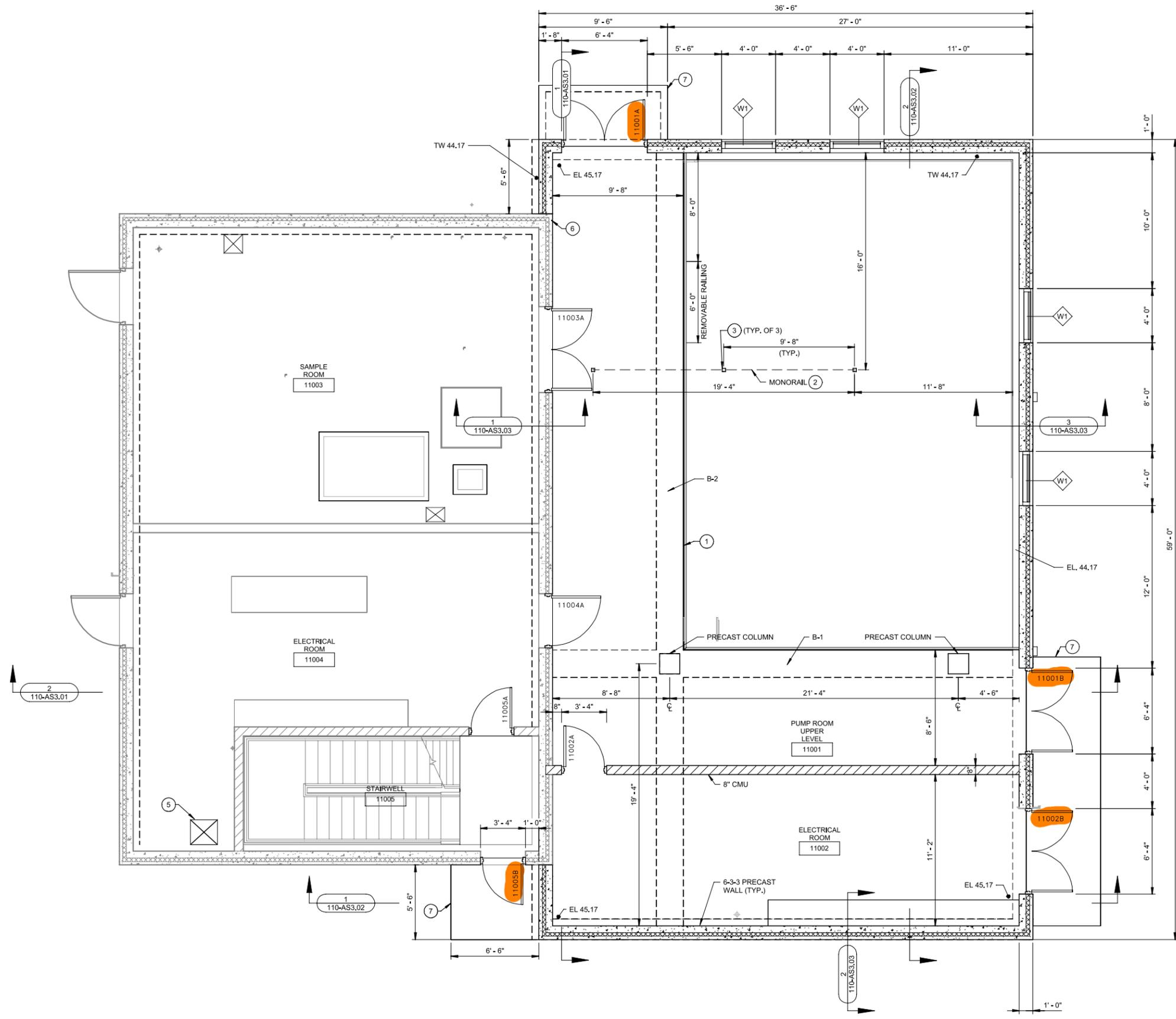
**GRIT HANDLING BUILDING
ARCHITECTURAL/STRUCTURAL
UPPER LEVEL PLAN**

**NUTRIENT REDUCTION MODIFICATIONS - PHASE 1
WATER POLLUTION CONTROL FACILITY
AMES, IOWA**

**JOB NO.
4429.009
PROJECT MGR.
TRAVIS ANDERSON**



**SHEET
82
20-AS1.0: 154**

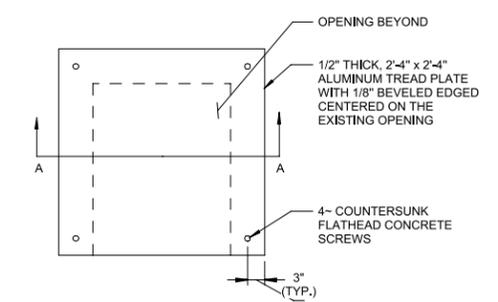


GENERAL NOTES:

- SEE GENERAL ARCHITECTURAL/ STRUCTURAL NOTES ON 990-AS6.04.

KEY NOTES:

- SIDE MOUNTED ALUMINUM RAILING WITH TOE BOARD PER **A** 990-AS5.04
- S12X40.8 MONORAIL BEAM, 1 TON CAPACITY, STENCIL CAPACITY ON . PROVIDE HOIST AND TROLLEY AS SPECIFIED.
- RAIL MOUNT PER **E** 990-AS5.03
- NOT USED
- CLOSE OFF PRECAST PLANK FLOOR OPENING PER **A** 110-AS1.03
- PROVIDE 1/2" GAP WHERE NEW PRECAST WALL CONNECTS TO EXISTING. BACKER ROD AND CAULK BOTH SIDES
- CONCRETE STOOP **A** 990-AS5.02



SECTION A-A
EXISTING FLOOR OPENING COVER
A 110-AS1.03

UPPER LEVEL PLAN



NO.	REVISIONS	DATE
1	ISSUED FOR CONSTRUCTION	09/07/24

**SLUDGE PUMPING BUILDING
ARCHITECTURAL/STRUCTURAL
UPPER LEVEL PLAN**
NUTRIENT REDUCTION MODIFICATIONS - PHASE 1
WATER POLLUTION CONTROL FACILITY
AMES, IOWA

JOB NO.
4429.009
PROJECT MGR.
TRAVIS ANDERSON



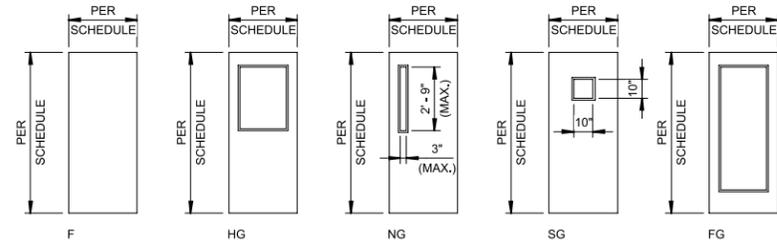
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153
110-AS1.0 155

STRUCTURES 10-20-110-160 PERSONNEL DOOR SCHEDULE

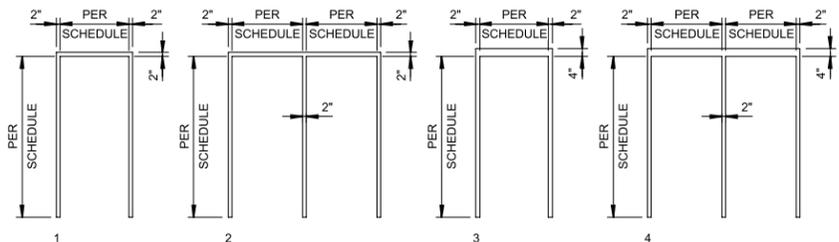
DOOR NUMBER	SIZE (W x H)	DOOR				FRAME		GLAZING TYPE	FIRE RATING	HARDWARE GROUP		LINTEL TYPE	DETAILS			NOTES	
		MATERIAL	TYPE		SWING		MATERIAL			TYPE	ACTIVE		INACTIVE	HEAD	JAMB		SILL
			ACTIVE	INACTIVE	ACTIVE	INACTIVE											
10-RAW WASTEWATER PERSONNEL DOORS																	
1004B	(1)3' - 0" x 7' - 0"	FRP	F		RHR	--	AL	1	AL-1	AL-1	--	--	1	--	A/200-AS5.09	A/200-AS5.09	--
1007A	(1)3' - 0" x 7' - 0"	FRP	F		RHR	--	AL	1	AL-1	AL-1	--	--	5	--	A/200-AS5.09	A/200-AS5.09	--
1007B	(2)2' - 10" x 7' - 0"	FRP	F	F	RHR	LHR	AL	1	AL-1	AL-1	--	--	2A	2B	A/200-AS5.09	A/200-AS5.09	--
20-GRIT BUILDING PERSONNEL DOORS																	
2001G	(1)3' - 0" x 7' - 0"	FRP	HG		LHR	--	AL	1	AL-1	AL-1	1" INSUL	--	1	--	A/200-AS5.09	A/200-AS5.09	--
2001H	(2)3' - 2" x 7' - 0"	FRP	HG	HG	RHR	LHR	AL	1	AL-1	AL-1	1" INSUL	--	2A	2B	A/200-AS5.09	A/200-AS5.09	--
2001J	(1)3' - 0" x 7' - 0"	FRP	HG		RHR	--	AL	1	AL-1	AL-1	1" INSUL	--	4	--	A/200-AS5.09	A/200-AS5.09	--
2001K	(1)3' - 0" x 7' - 0"	FRP	HG		RHR	--	AL	1	AL-1	AL-1	1" INSUL	--	1	--	A/200-AS5.09	A/200-AS5.09	--
2001L	(1)3' - 0" x 7' - 0"	FRP	HG		RH	--	AL	1	AL-1	AL-1	1" INSUL	--	4	--	A/200-AS5.09	A/200-AS5.09	--
110-SLUDGE PUMPING BUILDING PERSONNEL DOORS																	
11001A	(2)3' - 0" x 7' - 0"	FRP	F	F	RHR	LHR	AL	1	AL-1	AL-1	--	--	2A	2B	A/200-AS5.09	A/200-AS5.09	--
11001B	(2)3' - 0" x 7' - 0"	FRP	F	F	RHR	LHR	AL	1	AL-1	AL-1	--	--	2A	2B	A/200-AS5.09	A/200-AS5.09	--
11002A	(1)3' - 0" x 7' - 0"	FRP	F		RHR	--	AL	3	AL-2	AL-1	--	--	7	--	L/990-AS5.04	L/990-AS5.04	--
11002B	(2)3' - 0" x 7' - 0"	FRP	F	F	RHR	LHR	AL	1	AL-1	AL-1	--	--	2A	2B	A/200-AS5.09	A/200-AS5.09	--
11003A	(2)3' - 0" x 7' - 0"	HM	NG	NG	RHR	LHR	HM	1	HM-1	HM-1	5/16" FR	3 HR	8A	8B	A/200-AS5.09	A/200-AS5.09	--
11004A	(1)3' - 8" x 7' - 0"	HM	F		LHR	--	HM	1	HM-1	HM-1	--	3 HR	6	--	A/200-AS5.09	A/200-AS5.09	--
11005A	(1)3' - 0" x 7' - 0"	HM	F		LHR	--	HM	3	HM-1	HM-2	5/16" FR	1+HR	6	--	L/990-AS5.04	L/990-AS5.04	--
11005B	(1)3' - 0" x 7' - 0"	IHM	F		RHR	--	IHM	1	HM-1	HM-1	--	--	5	--	A/200-AS5.09	A/200-AS5.09	--
11005C	(1)3' - 0" x 7' - 0"	HM	NG		LHR	--	HM	3	HM-1	HM-2	5/16" FR	1+HR	6	--	L/990-AS5.04	L/990-AS5.04	--
11005D	(1)3' - 0" x 7' - 0"	HM	NG		RHR	--	HM	1	HM-1	HM-1	5/16" FR	3 HR	6	--	L/990-AS5.04	L/990-AS5.04	--
11006A	(1)3' - 0" x 7' - 0"	HM	NG		LH	--	HM	1	HM-1	HM-1	5/16" FR	3 HR	6	--	L/990-AS5.04	L/990-AS5.04	--
160-ELECTRICAL BUILDING PERSONNEL DOORS																	
16001A	(2)3' - 2" x 7' - 0"	IHM	F	F	RHR	LHR	IHM	1	HM-1	HM-1	--	--	9	2B	A/200-AS5.09	A/200-AS5.09	--
16001B	(2)3' - 2" x 7' - 0"	IHM	F	F	RHR	LHR	IHM	1	HM-1	HM-1	--	--	9	2B	A/200-AS5.09	A/200-AS5.09	--

LEGEND:		MATERIAL		DOOR TYPE		DOOR SWING		GLAZING TYPE			
HM	=	HOLLOW METAL	F	=	FLUSH	LH	=	LEFT HAND	1" INSUL	=	1" INSULATING GLASS
IHM	=	INSULATED HOLLOW METAL	HG	=	HALF GLASS	RH	=	RIGHT HAND	5/16" FR	=	5/16" FIRE-RATED GLASS (FIRELITE PLUS)
FRP	=	FIBERGLASS	NG	=	NARROW GLASS	LHR	=	LEFT HAND REVERSE			
WD	=	WOOD	SG	=	SQUARE GLASS	RHR	=	RIGHT HAND REVERSE			
AL	=	ALUMINUM	FG	=	FULL GLASS						

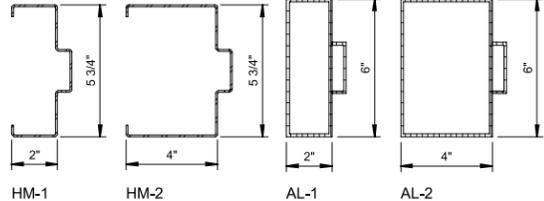
NOTES:
 1. SEE FLOOR PLANS FOR INFORMATION REGARDING MISCELLANEOUS HARDWARE REPLACEMENT ON EXISTING DOORS.



PERSONNEL DOOR TYPES
NO SCALE



METAL & FRP FRAME TYPES
NO SCALE



FRAME PROFILES
NO SCALE

NO.	REVISIONS	DATE
1	ISSUED FOR CONSTRUCTION	09/07/24

**ARCHITECTURAL/STRUCTURAL
 PERSONNEL DOOR SCHEDULE**
 NUTRIENT REDUCTION MODIFICATIONS - PHASE 1
 WATER POLLUTION CONTROL FACILITY
 AMES, IOWA

JOB NO.
 4429.009
 PROJECT MGR.
 TRAVIS ANDERSON



SHEET
 279
 990-AS6.0 156

HARDWARE GROUPS

GROUP 1 - EXTERIOR ENTRANCE (SS)					GROUP 2A - EXTERIOR ENTRANCE - ACTIVE					GROUP 2B - EXTERIOR ENTRANCE - INACTIVE					GROUP 3 - INTERIOR PASSAGE (SS)					GROUP 4 - EXTERIOR PASSAGE (SS)				
QTY.	COMPONENT	MANUFACTURER	MODEL NO.	FINISH	QTY.	COMPONENT	MANUFACTURER	MODEL NO.	FINISH	QTY.	COMPONENT	MANUFACTURER	MODEL NO.	FINISH	QTY.	COMPONENT	MANUFACTURER	MODEL NO.	FINISH	QTY.	COMPONENT	MANUFACTURER	MODEL NO.	FINISH
3 EA	HINGE	STANLEY	FBB 191	32D	3 EA	HINGE	STANLEY	FBB 191	32D	3 EA	HINGE	STANLEY	FBB 191	32D	3 EA	HINGE	STANLEY	FBB 191	32D	3 EA	HINGE	STANLEY	FBB 191	32D
1 EA	LOCKSET	SARGENT	8204	32D	1 EA	LOCKSET	SARGENT	10G04	26D	1 EA	SURFACE BOLT *	IVES	1630	26D	1 EA	LATCHSET	SARGENT	8215	32D	1 EA	LATCHSET	SARGENT	8215	32D
1 EA	CLOSER	LCN	1460 (H)	689-SRI	1 EA	CLOSER	LCN	1460 (H)	689	1 EA	HOLDER	GLYNN JOHNSON	81H	32D	1 EA	CLOSER	LCN	1461	689-SRI	1 EA	CLOSER	LCN	1461 (H)	689-SRI
1 EA	KICKPLATE	ROCKWOOD	K1050	32D	1 EA	KICKPLATE	ROCKWOOD	K1050	32D	1 EA	KICKPLATE	ROCKWOOD	K1050	32D	1 EA	KICKPLATE	ROCKWOOD	K1050	32D	1 EA	KICKPLATE	ROCKWOOD	K1050	32D
1 EA	THRESHOLD	REESE	S425	A	1 EA	THRESHOLD	REESE	S425	A	1 EA	WEATHER-STRIPPING	REESE	DS75	C	1 EA	WEATHER-STRIPPING	REESE	DS75	C	1 EA	THRESHOLD	REESE	S425	A
1 EA	WEATHER-STRIPPING	REESE	373	SS	1 EA	WEATHER-STRIPPING	REESE	DS75	C	1 EA	ASTRAGAL	NGP	125N	A	1 EA	ASTRAGAL	NGP	125N	A	1 EA	WEATHER-STRIPPING	REESE	373	SS
1 EA	SWEEP	REESE	323	SS	1 EA	SWEEP	REESE	323	C	1 EA	SWEEP	REESE	323	C						1 EA	SWEEP	REESE	323	SS

GROUP 5 - EXTERIOR ENTRANCE					GROUP 6 - INTERIOR PASSAGE (FIRE-RATED)					GROUP 7 - INTERIOR PASSAGE					GROUP 8A - INTERIOR PASSAGE - ACTIVE (FIRE-RATED)					GROUP 8B - INTERIOR PASSAGE - INACTIVE (FIRE-RATED)				
QTY.	COMPONENT	MANUFACTURER	MODEL NO.	FINISH	QTY.	COMPONENT	MANUFACTURER	MODEL NO.	FINISH	QTY.	COMPONENT	MANUFACTURER	MODEL NO.	FINISH	QTY.	COMPONENT	MANUFACTURER	MODEL NO.	FINISH	QTY.	COMPONENT	MANUFACTURER	MODEL NO.	FINISH
3 EA	HINGE	STANLEY	FBB 191	32D	3 EA	HINGE	STANLEY	FBB 191	32D	3 EA	HINGE	STANLEY	FBB 191	32D	3 EA	HINGE	STANLEY	FBB 191	32D	3 EA	HINGE	STANLEY	FBB 191	32D
1 EA	LOCKSET	SARGENT	10G04	26D	1 EA	LATCHSET	SARGENT	10U15	26D	1 EA	LATCHSET	SARGENT	10GU15	26D	1 EA	LATCHSET	SARGENT	10GU15	26D	1 EA	RIGID LEVER	SARGENT	10U94	26D
1 EA	CLOSER	LCN	1460 (H)	689	1 EA	CLOSER	LCN	1461	689	1 EA	CLOSER	LCN	1461 (H)	689	1 EA	CLOSER	LCN	1461	689	1 EA	COMBINATION BOLT	ROCKWOOD	2845	26D
1 EA	KICKPLATE	ROCKWOOD	K1050	32D	1 EA	KICKPLATE	ROCKWOOD	K1050	32D	1 EA	KICKPLATE	ROCKWOOD	K1050	32D	1 EA	KICKPLATE	ROCKWOOD	K1050	32D	1 EA	CLOSER	LCN	1461	689
1 EA	THRESHOLD	REESE	S425	A	1 EA	WEATHER-STRIPPING	REESE	DS75	C	1 EA	WEATHER-STRIPPING	REESE	DS75	C	1 EA	WEATHER-STRIPPING	REESE	DS75	C	1 EA	KICKPLATE	ROCKWOOD	K1050	32D
1 EA	WEATHER-STRIPPING	REESE	DS75	C	1 EA	SWEEP	REESE	323	C						1 EA	WEATHER-STRIPPING	REESE	DS75	C					
															1 EA	ASTRAGAL	NGP	125N	A					
															1 EA	SWEEP	REESE	323	C					

GROUP 9 - EXTERIOR ENTRANCE WITH EXIT DEVICE - ACTIVE					GROUP A - REPLACEMENT LATCHSET					GROUP B - REPLACEMENT LOCKSET W/ CLOSER				
QTY.	COMPONENT	MANUFACTURER	MODEL NO.	FINISH	QTY.	COMPONENT	MANUFACTURER	MODEL NO.	FINISH	QTY.	COMPONENT	MANUFACTURER	MODEL NO.	FINISH
3 EA	HINGE	STANLEY	FBB 191	32D	1 EA	LATCHSET	SARGENT	10GU15	26D	1 EA	LOCKSET	SARGENT	10G04	26D
1 EA	EXIT DEVICE	SARGENT	8913-ETL	32D						1 EA	CLOSER	LCN	1460 (H)	689
1 EA	CLOSER	LCN	1460 (H)	689										
1 EA	KICKPLATE	ROCKWOOD	K1050	32D										
1 EA	THRESHOLD	REESE	S425	A										
1 EA	WEATHER-STRIPPING	REESE	DS75	C										
1 EA	SWEEP	REESE	323	C										

FOOTNOTES:
a. PROVIDE SURFACE BOLT AT TOP OF DOOR ONLY.

NOTES:
1. FINISHES LISTED CORRESPOND TO COMPONENT MANUFACTURER'S FINISH DESIGNATIONS.
2. PROVIDE HOLD OPEN FUNCTION ON CLOSERS WITH "(H)" DESIGNATION AFTER MODEL NO.

NO.	REVISIONS	DATE
1	ISSUED FOR CONSTRUCTION	09/20/24

**ARCHITECTURAL/STRUCTURAL
HARDWARE GROUPS**

**NUTRIENT REDUCTION MODIFICATIONS - PHASE 1
WATER POLLUTION CONTROL FACILITY
AMES, IOWA**

**JOB NO.
4429.009
PROJECT MGR.
TRAVIS ANDERSON**



**SHEET
280
990-AS6.0 157**



Cost Proposal Request
Nutrient Reduction Modifications–Phase 1
City of Ames, Iowa
Contract 2024-089
September 25, 2025

COST PROPOSAL REQUEST NO.: 019
TO: Woodruff Construction, Inc.
ISSUED BY: Travis Anderson, Project Manager

DISTRIBUTION

Zach Phillips Woodruff Construction, Inc.
Tyler VerMeer City of Ames
Travis Anderson Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

DESCRIPTIONS AFFECTING THE DRAWINGS

Drawing Sheet 5-DM4.04

019-01 Connect 4-inch ductile iron pipe (DIP) domestic cold water (DCW) as shown in the enclosed drawing: Drawing 5-M4.04.

Drawing Sheet 5-DM4.06

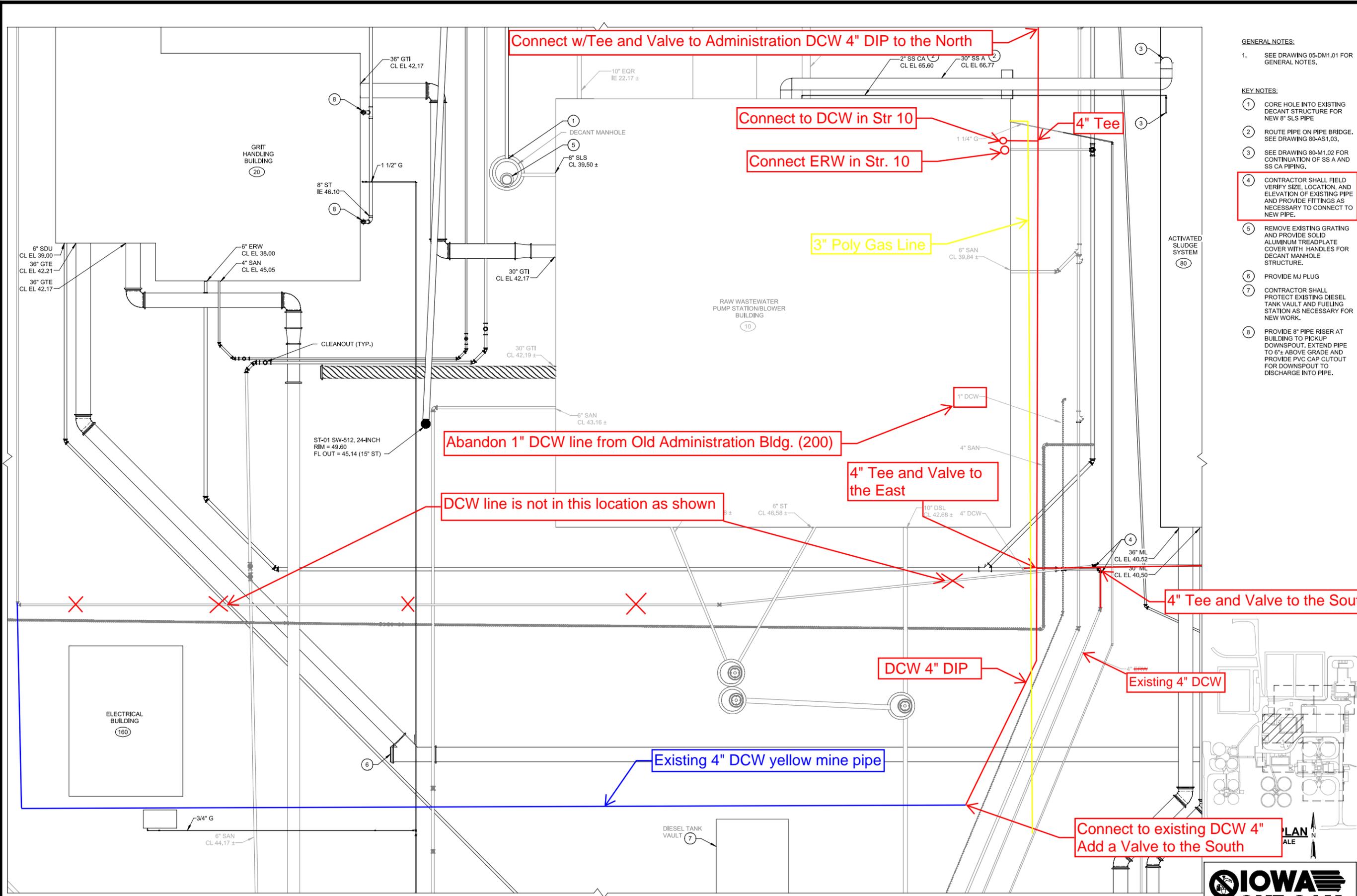
019-02 Connect 4-inch DIP DCW line as shown in the enclosed drawing: Drawing 5-M4.06.

Drawing Supplemental Old Well Drawing 1, 2, and 3

019-03 Old Well Drawing 1 shows the location of the old well, north of the Water Pollution Control Facility and along Interstate 35.

019-04 Old Well Drawing 2 shows the two 3-inch DIP coming from the well head. Contractor will cut two 2-inch Badger Record All Turbo meters. Meters will be the same as the flow meters located in the new well, one meter installed in each of the 3-inch DIP coming out of the well.

019-05 Old Well Drawing 3 shows a profile view of the meter location at the old well.



- GENERAL NOTES:**
- SEE DRAWING 05-DM1.01 FOR GENERAL NOTES.
- KEY NOTES:**
- CORE HOLE INTO EXISTING DECANT STRUCTURE FOR NEW 8" SLS PIPE
 - ROUTE PIPE ON PIPE BRIDGE. SEE DRAWING 80-AS1.03.
 - SEE DRAWING 80-M1.02 FOR CONTINUATION OF SS A AND SS CA PIPING.
 - CONTRACTOR SHALL FIELD VERIFY SIZE, LOCATION, AND ELEVATION OF EXISTING PIPE AND PROVIDE FITTINGS AS NECESSARY TO CONNECT TO NEW PIPE.
 - REMOVE EXISTING GRATING AND PROVIDE SOLID ALUMINUM TREADPLATE COVER WITH HANDLES FOR DECANT MANHOLE STRUCTURE.
 - PROVIDE MJ PLUG
 - CONTRACTOR SHALL PROTECT EXISTING DIESEL TANK VAULT AND FUELING STATION AS NECESSARY FOR NEW WORK.
 - PROVIDE 8" PIPE RISER AT BUILDING TO PICKUP DOWNSPOUT. EXTEND PIPE TO 6"± ABOVE GRADE AND PROVIDE PVC CAP CUTOUT FOR DOWNSPOUT TO DISCHARGE INTO PIPE.

NO.	REVISIONS	DATE
1	ISSUED FOR CONSTRUCTION	09/07/24

SITE MECHANICAL
ENLARGED YARD PIPING PLAN - 4
 NUTRIENT REDUCTION MODIFICATIONS - PHASE 1
 WATER POLLUTION CONTROL FACILITY
 AMES, IOWA

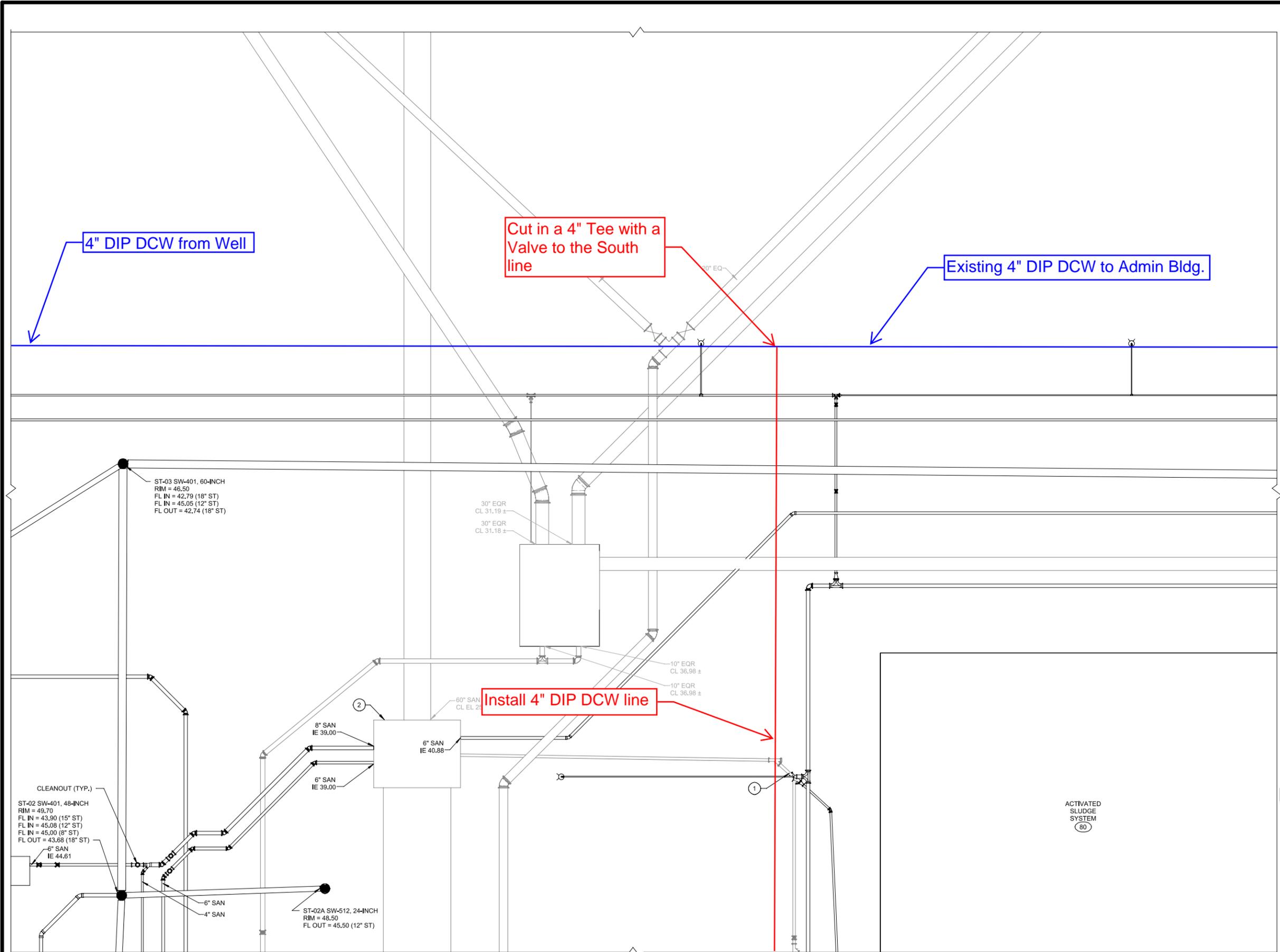
JOB NO.
 4429.009
 PROJECT MGR.
 TRAVIS ANDERSON



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 41
 05-M4.04 159

IOWA ONE CALL
 1-800-292-8989
 www.iowaonecall.com

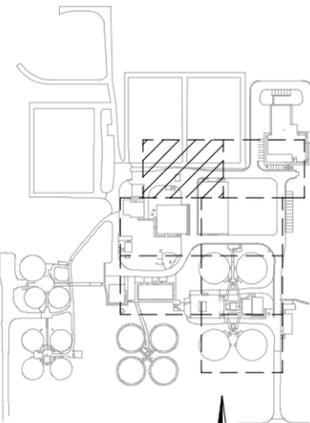
ENLARGED PLAN
 0 5 10 20'



- GENERAL NOTES:**
- SEE DRAWING 05-DM1.01 FOR GENERAL NOTES.
- KEY NOTES:**
- CONTRACTOR SHALL FIELD VERIFY LOCATION, SIZE, AND ELEVATION OF EXISTING PIPE AND SHALL PROVIDE FITTINGS AS NECESSARY TO CONNECT TO NEW PIPE.
 - CONTROL BOX A. SEE DRAWIG 05-DASM1.01.
 - CORE HOLE IN STRUCTURE FOR NEW PIPE, PROVIDE MECHANICAL SEAL AND FILL ANNULAR SPACE WITH NON-SHRINK GROUT.

NO.	REVISIONS	DATE
1	ISSUED FOR CONSTRUCTION	09/07/24

SITE
MECHANICAL
ENLARGED YARD PIPING PLAN - 6
 NUTRIENT REDUCTION MODIFICATIONS - PHASE 1
 WATER POLLUTION CONTROL FACILITY
 AMES, IOWA



IOWA ONE CALL
 1-800-292-8989
 www.iowaonecall.com

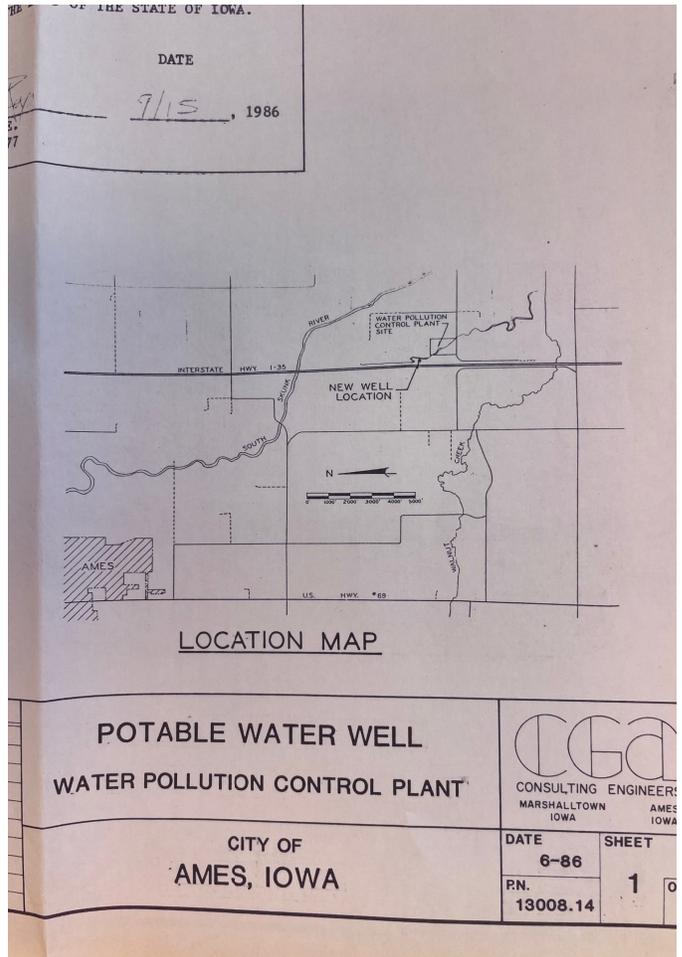
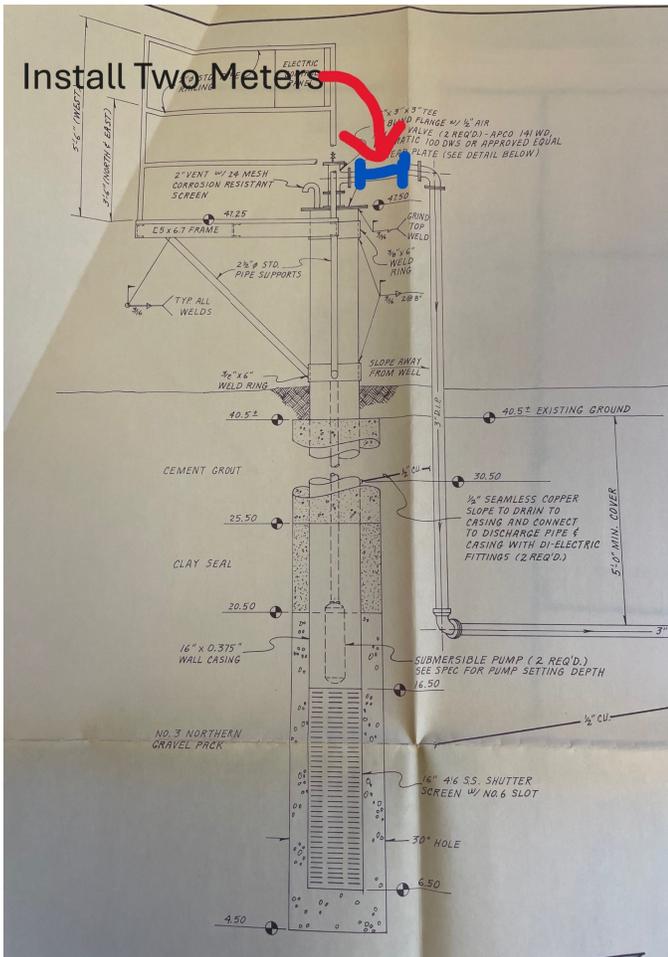
STRAND ASSOCIATES

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05-M4.0e 160

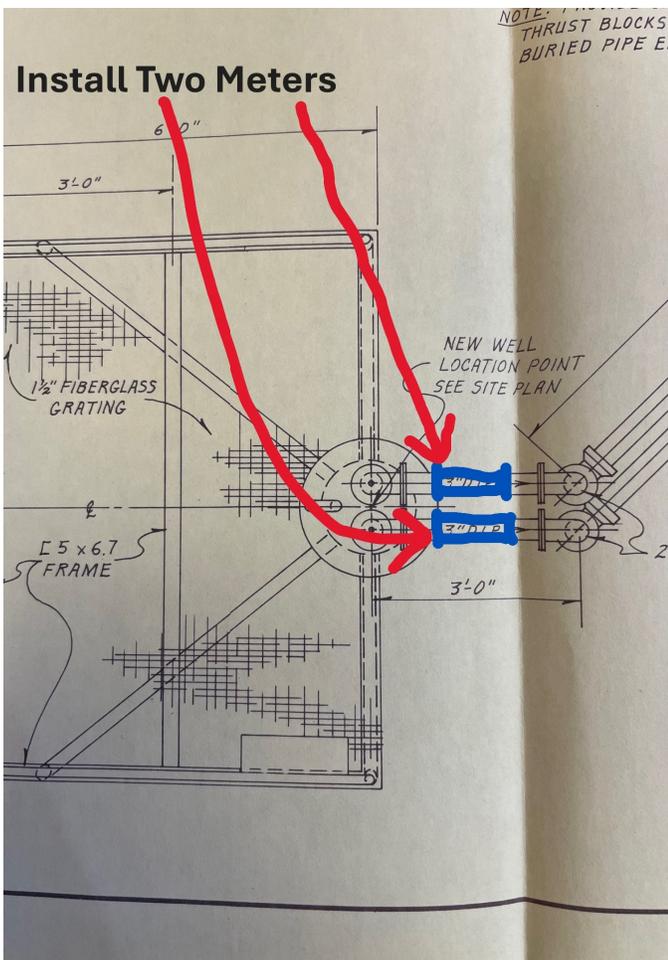
JOB NO.
 4429.009
PROJECT MGR.
 TRAVIS ANDERSON



Install Two Meters



Install Two Meters



12/9/2025

TRAVIS ANDERSON
STRAND ASSOCIATES
910 WEST WINGRA DRIVE
MADISON, WI 53715

RE: NUTRIENT REDUCTION MODIFICATIONS – PHASE 1
AMES, IA

SUBJ: Potential Change Order #049 – DCW T&M Cost Credit

Dear Travis Anderson:

Per the cost structure included in PCO-034 and Change Order 6, we are proposing the following:

- Credit the cost difference between the previously approved T&M Not to Exceed amount for the DCW work to adjust the contract price for the actual cost.
- Credit the cost to install the (2) 3” meters for the DCW system, less the re-stock fee on the meter material.

Our total **credit** the subject changed work is **(\$35,650.65)**. All supporting documentation is attached.

The schedule analysis determines the resulting changed activity sequence to add (0) ZERO WORKING DAYS to the project. This cost is included in the above price.

Your written approval is required by 1/2/2025. Action after that date will result in additional costs and added time, which will then be added to the above price.

When this potential change order is signed by the Owner and a copy is returned to the contractor, approval of change(s) is effective IMMEDIATELY and we will proceed with the change(s) described above. Approved changes will be included in a future contract change order. If you require additional clarification, please contact me. Thank you for your prompt response.

Sincerely,

WOODRUFF CONSTRUCTION, INC.



Zach Phillips
Senior Project Manager

cc: File

_____/_____
Owner Approval / Date

_____/_____
Engineer Approval / Date



100% Employee Owned

Change Request # 49

Price Breakdown

Description: PCO 034 COST DIFFERENCE CREDIT
 Credit actual T&M costs against the NTE amount included in PCO 034.

Description	Quantity	Unit	Unit Price	Price			
CREDIT METER INSTALL	1.00	LS	\$-1,350.00	\$-1,350.00			
CREDIT METER AND CONNECTION MATERIAL	1.00	LS	\$-4,072.00	\$-4,072.00			
METER RE-STOCK FEE	1.00	LS	\$1,128.40	\$1,128.40			
CREDIT J&k DCW T&M NTE	1.00	LS	\$-101,420.00	\$-101,420.00			
J&K DCW T&M COST	1.00	LS	\$55,760.00	\$55,760.00			
DCW MATERIALS PURCHASED FOR J&K	1.00	LS	\$17,189.63	\$17,189.63			
Subtotal:			-1,350.00	0.00			
	0.00	14,246.03	0.00	-45,660.00			
				0.00			
				-32,763.97			
			Bonds & Insurance Credit	-\$32,763.97	2.50%	\$-819.10	
			OH&P Credit - Self Perform	-\$4,293.60	15.00%	\$-644.04	
			OH&P Credit - Subcontractors	-\$28,470.73	5.00%	\$-1,423.54	
						Total:	\$-35,650.65

Water Main T&M Tracking

	10.6.25	10.7.25	10.8.25	10.9.25	10.10.25	Total Weekly Hours	Rate/Hr	Total Weekly Cost
Cody		9	4.5			13.5	\$ 95.00	\$ 1,282.50
Antonio			4.5	1		5.5	\$ 85.00	\$ 467.50
JD			4.5			4.5	\$ 85.00	\$ 382.50
Seth			4.5	1		5.5	\$ 75.00	\$ 412.50
Potholing		9				9	\$ 450.00	\$ 4,050.00
Ex-35 (135)			2			2	\$ 240.00	\$ 480.00
Ex-28 (85)			1			1	\$ 215.00	\$ 215.00
SL-16 (Skid)			2			2	\$ 200.00	\$ 400.00
WL-4 (Wheel Loader)						0	\$ 190.00	\$ -
	10.13.25	10.14.25	10.15.25	10.16.25	10.17.25	Total Weekly Hours	Rate/Hr	Total Weekly Cost
Cody	5	2.5	5.5	3	4	20	\$ 95.00	\$ 1,900.00
Antonio	5	2.5	5.5	3	4	20	\$ 85.00	\$ 1,700.00
JD	5	2.5	5.5	3	4	20	\$ 85.00	\$ 1,700.00
Seth	5	2.5	3	3	4	17.5	\$ 75.00	\$ 1,312.50
Potholing					4	4	\$ 450.00	\$ 1,800.00
Ex-35 (135)	5	2.5	5.5	3	4	20	\$ 240.00	\$ 4,800.00
Ex-28 (85)		2.5	3	3	2	10.5	\$ 215.00	\$ 2,257.50
SL-16 (Skid)	4	2.5	5.5	3	4	19	\$ 200.00	\$ 3,800.00
WL-4 (Wheel Loader)	1		2	2	2	7	\$ 190.00	\$ 1,330.00
	10.20.25	10.21.25	10.22.25	10.23.25	10.24.25	Total Weekly Hours	Rate/Hr	Total Weekly Cost
Cody	9	9.5				18.5	\$ 95.00	\$ 1,757.50
Antonio	7	9.5				16.5	\$ 85.00	\$ 1,402.50
JD	9	9.5				18.5	\$ 85.00	\$ 1,572.50
Seth	9	9.5				18.5	\$ 75.00	\$ 1,387.50
Ex-35 (135)	8	9.5				17.5	\$ 240.00	\$ 4,200.00
Ex-28 (85)	2	3				5	\$ 215.00	\$ 1,075.00
SL-16 (Skid)	6	6				12	\$ 200.00	\$ 2,400.00
WL-4 (Wheel Loader)						0	\$ 190.00	\$ -
	10.27.25	10.28.25	10.29.25	10.30.25	10.31.25	Total Weekly Hours	Rate/Hr	Total Weekly Cost
Cody				9.5	6	15.5	\$ 95.00	\$ 1,472.50
Antonio				9.5	5	14.5	\$ 85.00	\$ 1,232.50
JD				9.5	5	14.5	\$ 85.00	\$ 1,232.50
Seth				9.5	5	14.5	\$ 75.00	\$ 1,087.50
Potholing		9				9	\$ 450.00	\$ 4,050.00
Ex-35 (135)				8	3	11	\$ 240.00	\$ 2,640.00
Ex-28 (85)						0	\$ 215.00	\$ -
SL-16 (Skid)				6		6	\$ 200.00	\$ 1,200.00
WL-4 (Wheel Loader)				2	2	4	\$ 190.00	\$ 760.00

Total Labor & Equipment Cost \$ 55,760.00

Description of Work

10.7.25	Locating & potholing 4" & 2" water lines
10.8.25	Dug up 4" water (7' depth), drill to test line in use, repair band & Backfill
10.9.25	Finish Backfill

Description of Work

10.13.25	Exposed, cut and capped live 4" pressurized yellowmine
10.14.25	40' of 4" Water, then rained out for the rest of the day
10.15.25	60' of 4" water, 2 valves, 4"x4" Tee
10.16.25	100' of 4" water
10.17.25	60' of 4" water, 2 valves, 4"x4" Tee

Description of Work

10.20.25	Blowoff assembly for testing, north tie-in
10.21.25	Pressure test and south tie in

Description of Work

10.28.25	Pothole for existing utilities
10.30.25	Remove existing valve vault NW of lagoons. Tie in remaining lines still in use and abandon
10.31.25	1 EA 4" line not in use. Install 3 valves, 4"x4" Tee and miscellaneous fittings

Invoice



MUNICIPAL SUPPLY, INC.
 Municipal, Contractor, and Industrial Supplies
 1550 N.E. 51st Avenue Des Moines, Iowa 50313
 PH: (515) 262-1300 WATS (800) 747-2025

INVOICE NUMBER: 0959889-IN
 INVOICE DATE: 10/31/2025

ORDER NUMBER: 0210441
 ORDER DATE: 10/29/2025
 SHIP DATE: 10/29/2025
 SALESPERSON: DSM WAREHOUSE
 CUSTOMER NO: 10-WOODCON

SOLD TO:
 WOODRUFF CONSTRUCTION, LLC
 1890 KOUNTRY LANE
 FORT DODGE, IA 50501

SHIP TO:
 WOODRUFF CONSTRUCTION, LLC
 1890 KOUNTRY LANE
 FORT DODGE, IA 50501

BUYER: CASEY

CUSTOMER P.O.	JOB NAME	SHIP VIA			TERMS	
2420AM	AMES NUTRIENT	CPU			NET 30 DAYS	
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
4MJ-OL 4" MJ VALVE OL	EACH	3.00	3.00	0.00	914.00	2,742.00
6650.04 4" MJ TRANSITION GASKET	EACH	10.00	10.00	0.00	11.50	115.00
CDMJT0404 4" MJ TEE L/ACC	EACH	1.00	1.00	0.00	140.25	140.25

ORDER # 210441

*****Please note: As of 12/1/2025 our Wichita branch will be moving to: 3136 S. Hoover Rd., Wichita, KS 67215*****

Net Invoice: 2,997.25
 Freight: 0.00
 Sales Tax: 0.00
Invoice Total: 2,997.25

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Invoice



MUNICIPAL SUPPLY, INC.
 Municipal, Contractor, and Industrial Supplies
 1550 N.E. 51st Avenue Des Moines, Iowa 50313
 PH: (515) 262-1300 WATS (800) 747-2025

INVOICE NUMBER: 0960186-IN
 INVOICE DATE: 10/31/2025

ORDER NUMBER: 0210640
 ORDER DATE: 10/31/2025
 SHIP DATE: 10/31/2025
 SALESPERSON: DSM WAREHOUSE
 CUSTOMER NO: 10-WOODCON

SOLD TO:
 WOODRUFF CONSTRUCTION, LLC
 1890 KOUNTRY LANE
 FORT DODGE, IA 50501

SHIP TO:
 WOODRUFF CONSTRUCTION, LLC
 1890 KOUNTRY LANE
 FORT DODGE, IA 50501

BUYER:

CUSTOMER P.O. 2420am JOB NAME SHIP VIA WC TERMS NET 30 DAYS

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
CDMJLS04 4" MJ SOLID SLEEVE LP L/ACC	EACH	1.00	1.00	0.00	95.00	95.00
CDMJB4504 4" MJ 45 BEND L/ACC	EACH	2.00	2.00	0.00	89.50	179.00
CDMJB2204 4" MJ 22 1/2 BEND L/ACCA	EACH	2.00	2.00	0.00	84.00	168.00
75C350BTH1F-S 3/4" X 3 1/2" CORE BLUE T-BOLT	EACH	125.00	125.00	0.00	6.15	768.75
E-2004PV 4" MEGALUG FOR PVC/C900/IPS	EACH	20.00	20.00	0.00	43.18	863.60

ORDER # 210640

*****Please note: As of 12/1/2025 our Wichita branch will be moving to: 3136 S. Hoover Rd., Wichita, KS 67215*****

Net Invoice: 2,074.35
 Freight: 0.00
 Sales Tax: 124.46
Invoice Total: 2,198.81

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Invoice



MUNICIPAL SUPPLY, INC.
 Municipal, Contractor, and Industrial Supplies
 1550 N.E. 51st Avenue Des Moines, Iowa 50313
 PH: (515) 262-1300 WATS (800) 747-2025

INVOICE NUMBER: 0958813-IN
 INVOICE DATE: 10/23/2025

ORDER NUMBER: 0209849
 ORDER DATE: 10/21/2025
 SHIP DATE: 10/21/2025
 SALESPERSON: DSM WAREHOUSE
 CUSTOMER NO: 10-WOODCON

SOLD TO:
 WOODRUFF CONSTRUCTION, LLC
 1890 KOUNTRY LANE
 FORT DODGE, IA 50501

SHIP TO:
 WOODRUFF CONSTRUCTION, LLC
 1890 KOUNTRY LANE
 FORT DODGE, IA 50501

BUYER:

CUSTOMER P.O. 2420AM	JOB NAME AMES NUTRIENT	SHIP VIA CPU	TERMS NET 30 DAYS
-------------------------	---------------------------	-----------------	----------------------

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
FS1-485-125-N 4" X 12.5" SS REPAIR CLAMP	EACH	1.00	1.00	0.00	210.29	210.29

ORDER # 209849

*****Please note: As of 12/1/2025 our Wichita branch will be moving to: 3136 S. Hoover Rd., Wichita, KS 67215*****

Net Invoice: 210.29
 Freight: 0.00
 Sales Tax: 0.00
Invoice Total: 210.29

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Invoice



MUNICIPAL SUPPLY, INC.
 Municipal, Contractor, and Industrial Supplies
 1550 N.E. 51st Avenue Des Moines, Iowa 50319
 PH: (515) 262-1300 FWATS (800) 747-2025

INVOICE NUMBER: 0957441-IN
 INVOICE DATE: 10/10/2025

ORDER NUMBER: 0208720
 ORDER DATE: 10/8/2025
 SHIP DATE: 10/8/2025
 SALESPERSON: DSM WAREHOUSE
 CUSTOMER NO: 10-WOODCON

SOLD TO:
WOODRUFF CONSTRUCTION, LLC
 1890 KOUNTRY LANE
 FORT DODGE, IA 50501

SHIP TO:
WOODRUFF CONSTRUCTION, LLC
 AMES WWTP
 CASEY 515-250-0120
 AMES, IA

BUYER: CODY 515-210-3124

CUSTOMER P.O.	JOB NAME			SHIP VIA	TERMS		
2402AM	AMES NUTRIENT			O/T JK	NET 30 DAYS		
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT	
180KJ0400200 4" X 20' GJ C900 DR18 CL150 PV	FOOT	400.00	400.00	0.00	5.50	2,200.00	
4MJ-OL 4" MJ VALVE OL	EACH	4.00	4.00	0.00	914.00	3,656.00	
CDMJB4504 4" MJ 45 BEND L/ACC	EACH	3.00	3.00	0.00	89.50	268.50	
CDMJT0404 4" MJ TEE L/ACC	EACH	4.00	4.00	0.00	140.25	561.00	
CDMJLS04 4" MJ SOLID SLEEVE LP L/ACC	EACH	4.00	4.00	0.00	95.00	380.00	
TYPE AVBA TYPE A VLV BOX ADPT 4-6" CLOW	EACH	5.00	5.00	0.00	58.00	290.00	
144953 26T SCREW VLV BOX TOP DOMESTIC	EACH	4.00	4.00	0.00	135.00	540.00	

Continued

Invoice



MUNICIPAL SUPPLY, INC.

Municipal, Contractor, and Industrial Supplies

1550 N.E. 51st Avenue Des Moines, Iowa 503
 PH: (515) 262-1300 FWATS (800) 747-2025

INVOICE NUMBER: 0957441-IN
 INVOICE DATE: 10/10/2025

ORDER NUMBER: 0208720
 ORDER DATE: 10/8/2025
 SHIP DATE: 10/8/2025
 SALESPERSON: DSM WAREHOUSE
 CUSTOMER NO: 10-WOODCON

SOLD TO:
WOODRUFF CONSTRUCTION, LLC
 1890 KOUNTRY LANE
 FORT DODGE, IA 50501

SHIP TO:
WOODRUFF CONSTRUCTION, LLC
 AMES WWTP
 CASEY 515-250-0120
 AMES, IA

BUYER: CODY 515-210-3124

CUSTOMER P.O.	JOB NAME	SHIP VIA	TERMS			
2402AM	AMES NUTRIENT	O/T JK	NET 30 DAYS			
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
145028	EACH	4.00	4.00	0.00	130.00	520.00
36B SCREW VLV BOX BOTTOM DOMES						
145059	EACH	4.00	4.00	0.00	103.00	412.00
#60 SCREW VALVE BOX EXT DOMEST						
145325	EACH	4.00	4.00	0.00	25.20	100.80
5 1/4" DROP LID-WATER DOMESTIC						
6649.04	EACH	36.00	36.00	0.00	10.50	378.00
4" MJ GASKET						
75C350BTH1F-S	EACH	150.00	150.00	0.00	6.15	922.50
3/4" X 3 1/2" CORE BLUE T-BOLT						
E-2004PV	EACH	36.00	36.00	0.00	43.18	1,554.48
4" MEGALUG FOR PVC/C900/IPS						

ORDER # 208720

*****Please note: As of 12/1/2025 our Wichita branch will be moving to: 3136 S. Hoover Rd., Wichita, KS 67215*****

Net Invoice: 11,783.28
 Freight: 0.00
 Sales Tax: 0.00
Invoice Total: 11,783.28

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.



Cost Proposal Request
Nutrient Reduction Modifications–Phase 1
City of Ames, Iowa
Contract 2024-089
December 4, 2025

COST PROPOSAL REQUEST NO.: 026

TO: Woodruff Construction, Inc.
ISSUED BY: Travis Anderson

DISTRIBUTION

Zach Phillips Woodruff Construction, Inc.
Tyler VerMeer City of Ames
Travis Anderson Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

DESCRIPTIONS AFFECTING THE DRAWINGS

Drawing 200-E1.03

026-01 Remove door closer and provide automatic door opener equipment for the exterior door to the mud room (Room 20022). Provide all wiring necessary for powering and incorporating into the fire alarm system. Provide all components for a complete automatic door opening system.

12/29/2025

TRAVIS ANDERSON
STRAND ASSOCIATES
910 WEST WINGRA DRIVE
MADISON, WI 53715

RE: NUTRIENT REDUCTION MODIFICATIONS – PHASE 1
AMES, IA

SUBJ: Potential Change Order #052 – Mud Room Auto Door Opener

Dear Travis Anderson:

Per Cost Proposal Request 026, we are proposing the following:

- Supply and install (1) Horton auto door operator, wireless push button, electric strike and associated wiring to the exterior door of the admin building mud room.

Our total price to perform the subject changed work is **\$7,294.66**. All supporting documentation is attached.

The schedule analysis determines the resulting changed activity sequence to add (0) ZERO WORKING DAYS to the project. This cost is included in the above price.

Your written approval is required by 1/12/2026. Action after that date will result in additional costs and added time, which will then be added to the above price.

When this potential change order is signed by the Owner and a copy is returned to the contractor, approval of change(s) is effective IMMEDIATELY and we will proceed with the change(s) described above. Approved changes will be included in a future contract change order. If you require additional clarification, please contact me. Thank you for your prompt response.

Sincerely,

WOODRUFF CONSTRUCTION, INC.



Zach Phillips
Senior Project Manager

cc: File

_____/_____
Owner Approval / Date

_____/_____
Engineer Approval / Date



100% Employee Owned

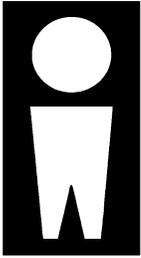
Change Request # 52

Price Breakdown

Description: MUD ROOM AUTOMATIC DOOR OPENER (CPR-026)
 Supply and install (1) horton auto door operator, wireless push button, electric strike and associated wiring to the exterior door of the admin building mud room.

Description	Quantity	Unit	Unit Price	Price	
AUTOMATIC DOOR OPENER AND STRIKE - CPR-026	1.00	LS	\$5,527.00	\$5,527.00	
AUTO DOOR OPENER WIRING - CPR-026	1.00	LS	\$1,028.73	\$1,028.73	
TU DOOR FRAME PAINT	1.00	MH	\$80.00	\$80.00	
REMOVE EXISTING CLOSER AND BONDO HOLES	2.00	MH	\$75.00	\$150.00	
Subtotal:	150.00	0.00	5,527.00	0.00	
			1,108.73	0.00	
			6,785.73		
		Bonds & Insurance	\$6,785.73	2.50%	\$169.64
		OH&P - Subcontractor	\$6,785.73	5.00%	\$339.29
				Total:	\$7,294.66

QUOTE FOR MATERIAL AND/OR LABOR



DOORS INC
300 S.W. 6TH STREET
DES MOINES, IA 50309
PH: 515-288-8951
FX: 515-288-6212

DATE: <u>12/29/25 2:16 PM</u>	QUOTE: _____
REFERENCE: <u>DR 20012B</u>	JOB NAME: <u>AMES NUTRIENT REDUCTION</u>
CONTRACTOR: <u>WOODRUFF CONSTRUCTION</u>	JOB NUMBER: <u>24-09014</u>
ATTENTION: <u>ZACH</u>	

ESTIMATED COST OF MATERIAL AND/OR LABOR: \$ 5,527.00
TAX NOT INCLUDED

NO PRODUCT WILL BE ORDERED UNTIL A CHANGE ORDER IS EMAILED OR A SEPARATE P.O. IS PROVIDED TO THE PROJECT MANAGER.

PRICE ABOVE INCLUDES THE FOLLOWING:

1EA HORTON AUTO OPERATOR INSTALLED BY BASEPOINT
1EA ELECTRIC STRIKE AND FIELD LABOR TO PREP FOR STRIKE

QUALIFICATIONS:

MATERIAL SUPPLIER ONLY

ALL WIRING EVEN LOW VOLTAGE BY OTHERS

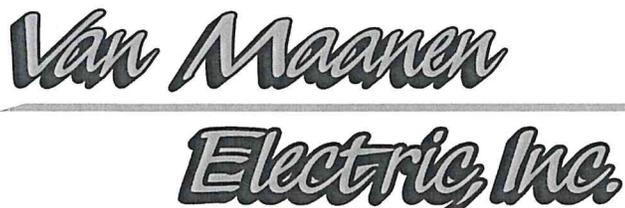
NOTES:

- 1) SALES TAX IS NOT INCLUDED
- 2) GLASS AND GLAZING IS EXCLUDED
- 3) FOB JOB SITE WITH TAIL GATE DELIVERY
- 4) TERMS ARE NET 30 DAYS WITH NO RETAINAGE ALLOWED

QUOTE GOOD FOR 30 DAYS

THANK YOU,

Michelle Smith



PROPOSAL REQUEST

Van Maanen Electric, Inc.
 500 Iowa Speedway Drive
 Newton, IA 50208
 Telephone: 641-791-9473

CCN # PR-26
 Date: 12/20/2025
 Project Name: Ames Nutrient Reduction Mods Phase 1
 Project Number: Ames Nutrient Reduction Mods Phase 1
 Page Number: 1

Woodruff Construction
 Contact: Zach Phillips
 1920 Philadelphia St, Ste 102
 Ames, IA 50010
 E-mail: zachp@woodruff.build

Work Description

Scope: Add power for automatic door opener at exterior door at mudroom. Excludes supplying and installing door operator. Handicap buttons to be wireless so wiring is excluded for them.

Breakdown

Description	Qty
3/4" CONDUIT - EMT	50
3/4" CONN SS STL - EMT	4
3/4" COUPLING SS STL - EMT	5
3/4" 1-H STRAP - EMT - STEEL	9
1/2" FLEX	4
1/2" CONN FLEX DC SQUEEZE STRAIGHT	2
#12 THHN BLACK	195
4x 2 1/8" SQ BOX COMB KO	2
4" SQ BLANK COVER	2
Totals	273

Summary

General Materials		239.83
Davis Bacon Wages	(8.78 Hrs @ \$74.57)	654.72
O&M		134.18

Final Amount **\$1,028.73**

Van Maanen Authorization:

Project Manager: Matt Van Maanen
 Phone Number: 641-791-9473
 E-mail: matt@vanmaanenelectric.com

Signature: _____ Date: _____

Woodruff Construction Authorization

Name: Zach Phillips

ORIGINAL



Cost Proposal Request
Nutrient Reduction Modifications–Phase 1
City of Ames, Iowa
Contract 2024-089
December 4, 2025

COST PROPOSAL REQUEST NO.: 026

TO: Woodruff Construction, Inc.
ISSUED BY: Travis Anderson

DISTRIBUTION

Zach Phillips Woodruff Construction, Inc.
Tyler VerMeer City of Ames
Travis Anderson Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

DESCRIPTIONS AFFECTING THE DRAWINGS

Drawing 200-E1.03

026-01 Remove door closer and provide automatic door opener equipment for the exterior door to the mud room (Room 20022). Provide all wiring necessary for powering and incorporating into the fire alarm system. Provide all components for a complete automatic door opening system.



Cost Proposal Request
Nutrient Reduction Modifications–Phase 1
City of Ames, Iowa
Contract 2024-089
September 29, 2025

COST PROPOSAL REQUEST NO.: 022
TO: Woodruff Construction, Inc.
ISSUED BY: Travis Anderson, Project Manager

DISTRIBUTION

Zach Phillips Woodruff Construction, Inc.
Tyler VerMeer City of Ames
Travis Anderson Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

DESCRIPTIONS AFFECTING THE SPECIFICATIONS

Section 09 29 00–Gypsum Board

022-01 2.02 Materials C. 2.0 Reinforcement of exterior corners will be USG Galvanized Dura-Bead No. 101, Gold Bond Standard Cover Bead, or equal. Add corner guard. The basis of the design product that will be used is Koroseal Interior Products, LLC Korogard G100 Corner Guard, or equal. Length (48- or 96-inch) and color shall be selected by Owner.

DESCRIPTIONS AFFECTING THE DRAWINGS

Drawing Sheet 200 AS1.04

022-02 Provide Corner Guards at the locations indicated on the drawing.

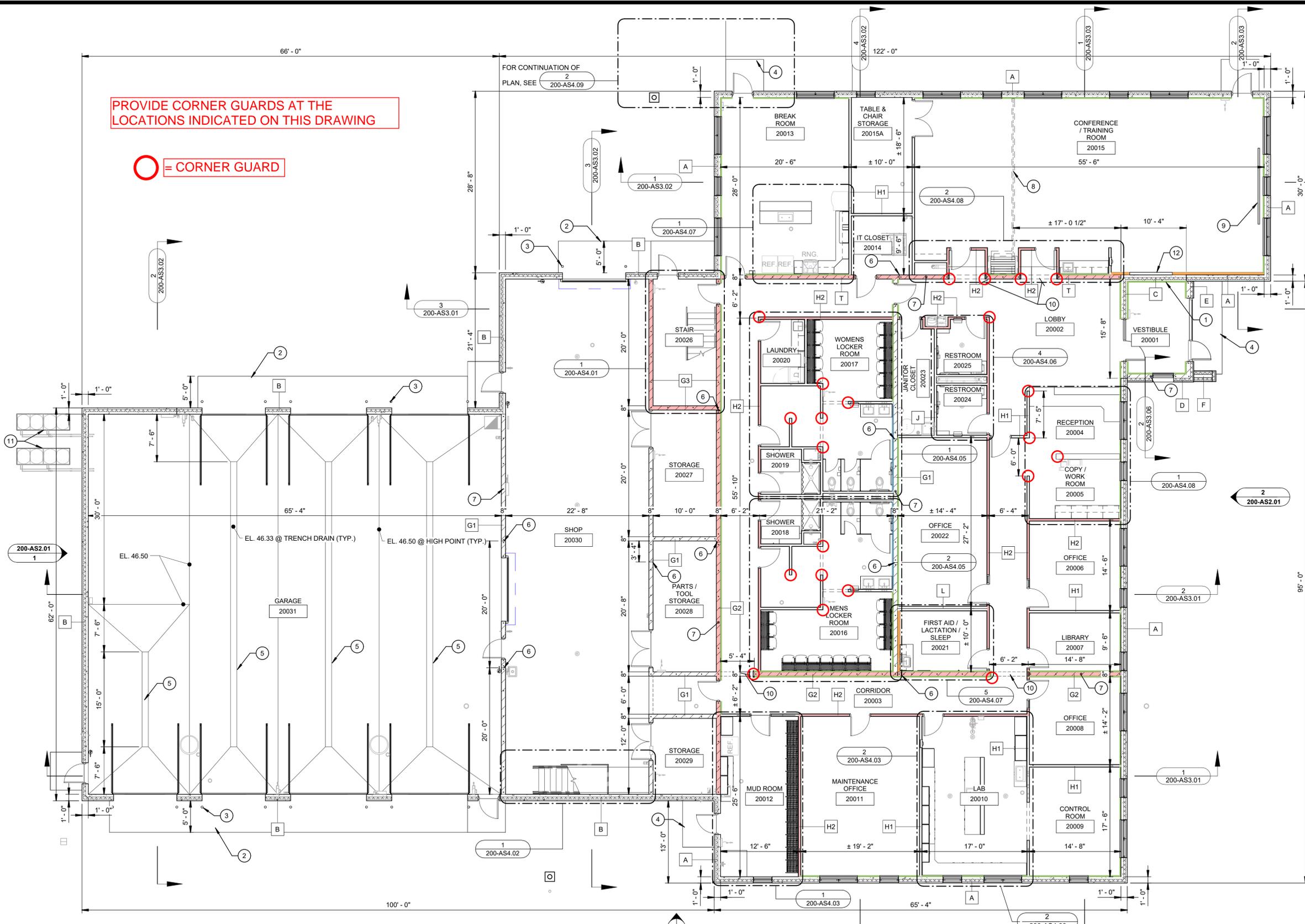
PROVIDE CORNER GUARDS AT THE LOCATIONS INDICATED ON THIS DRAWING

○ = CORNER GUARD

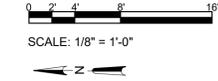
- GENERAL NOTES:**
- UNLESS SHOWN OR NOTED OTHERWISE, DIMENSIONS TO INTERIOR PARTITION WALLS ARE GIVEN TO CENTERLINE OF STUD. DIMENSIONS TO MASONRY AND PRECAST WALLS ARE GIVEN FROM FACE OF WALL.
 - FOR WALLS DELINEATED WITH **X** SYMBOL, SEE DRAWING 200-AS5.01 FOR WALL TYPE INFORMATION.
 - SEE ROOM FINISH SCHEDULE, PLANS, SPECIFICATIONS FOR TREATMENT OF WALLS, FLOORS, AND CEILINGS NOT CALLED OUT ON DRAWINGS.
 - SEE DRAWING 990-AS5.05 FOR TYPICAL PRECAST CONCRETE WALL PANEL DETAILS.

- KEY NOTES:**
- PROVIDE BLOCKING FOR EXISTING 18"x24" PLAQUE AND NEW PLAQUE TO BE RELOCATED AT THIS LOCATION. COORDINATE FINAL LOCATION AND MOUNTING HEIGHT WITH OWNER.
 - CONCRETE APRON, **B** 990-AS5.02
 - GUARD POSTS (TYP.) **K** 990-AS5.02
 - CONCRETE STOOP (TYP.) **A** 990-AS5.02
 - TRENCH DRAIN, **G** 200-AS5.02
 - MASONRY CONTROL JOINT TYPE 2 (MCJ-2)
 - #5@48" VERTICAL REINFORCING FULL HEIGHT CENTERED IN INTERIOR BLOCK WALLS. LAP BARS 1'-8". PROVIDE MATCHING DRILLED ADHESIVE ANCHOR DOWELS AT BOTTOM WITH 5" EMBEDMENT INTO SLAB. EXTEND BARS 6" INTO BOND BEAM AT TOP OF WALL. PROVIDE 1-#5 VERTICAL FULL HEIGHT PLUS DOWELS WITHIN 8" OF EACH SIDE OF MCJ-2s. AT DOOR OPENINGS, CORNERS, AND OTHER WALL OPENINGS, PROVIDE VERTICAL BARS AS DEPICTED ON THE DRAWINGS.
 - PROVIDE MOVEABLE DIVIDER PARTITION PER DETAIL **A** 200-AS5.10
 - PROVIDE PROJECTOR AND RETRACTABLE SCREEN AS SPECIFIED.
 - PROVIDE 8'-8" HIGH OPENING IN BLOCK WALL. PROVIDE TYPE B-2 LINTEL OVER OPENING.
 - PROVIDE 6" CONCRETE PAD WITH #4@12" E.W. UNDER HVAC UNITS.
 - PROVIDE STUD FRAMED OPENING FOR OWNER PROVIDED PLANT DIAGRAM PANEL. PANEL IS APPROXIMATELY 81" WIDE X 51" HIGH X 4" DEEP (FIELD VERIFY). BOTTOM OF ROUGH OPENING SHALL BE AT 42" A.F.F. INSTALL GYPSUM BOARD ON ALL 4 SIDES OF ROUGH OPENING. PROVIDE 3" X 1/2" WOOD TRIM FRAME ON FACE OF WALL AROUND PANEL. FINISH TO BE SELECTED BY OWNER.

NO.	REVISIONS	DATE
1	ISSUED FOR CONSTRUCTION	09/20/24



FIRST FLOOR WALL TYPE AND DIMENSION PLAN



FURRED WALL LEGEND



**ADMINISTRATION BUILDING
ARCHITECTURAL/STRUCTURAL
FIRST FLOOR WALL TYPE AND DIMENSION PLAN**

NUTRIENT REDUCTION MODIFICATIONS - PHASE 1
WATER POLLUTION CONTROL FACILITY
AMES, IOWA

JOB NO.
4429.009
PROJECT MGR.
TRAVIS ANDERSON



SHEET
186
200-AS1.04

12/2/2025

TRAVIS ANDERSON
STRAND ASSOCIATES
910 WEST WINGRA DRIVE
MADISON, WI 53715

RE: NUTRIENT REDUCTION MODIFICATIONS – PHASE 1
AMES, IA

SUBJ: Potential Change Order #047 - Additional Corner Guards

Dear Travis Anderson:

Per the request of the City of Ames, we are proposing the following:

- Supply and install an additional (28) 2" x 2" x 4' G100 corner guards at the locations indicated in the attached.

Our total price to perform the subject changed work is **\$3,456.20**. All supporting documentation is attached.

The schedule analysis determines the resulting changed activity sequence to add (0) ZERO WORKING DAYS to the project. This cost is included in the above price.

Your written approval is required by 12/16/2025. Action after that date will result in additional costs and added time, which will then be added to the above price.

When this potential change order is signed by the Owner and a copy is returned to the contractor, approval of change(s) is effective IMMEDIATELY and we will proceed with the change(s) described above. Approved changes will be included in a future contract change order. If you require additional clarification, please contact me. Thank you for your prompt response.

Sincerely,

WOODRUFF CONSTRUCTION, INC.



Zach Phillips
Senior Project Manager

cc: File

_____/_____
Owner Approval / Date

_____/_____
Engineer Approval / Date



100% Employee Owned

Change Request # 47

Price Breakdown

Description: ADDITIONAL CORNER GUARDS
 Supply and install and additional (28) corner guards in the Admin Building

Description	Quantity	Unit	Unit Price	Price		
CORNER GUARD INSTALL	8.00	MH	\$75.00	\$600.00		
CORNER GUARD MATERIAL (28 EA)	1.00	LS	\$2,341.44	\$2,341.44		
Subtotal:	600.00	0.00	2,341.44	0.00		
			Bonds & Insurance	\$2,941.44	2.50%	\$73.54
			OH&P - Self Perform	\$2,941.44	15.00%	\$441.22
			Total:			\$3,456.20

Email Address

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Koffler Sales Company

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Shipping

First Name* Last Name*
 First Name* Last Name*

Company Name
 Company Name

home cell office other

Phone*
 (xxx) xxx-xxxx

Shipping Address*
 Shipping Address*

Shipping Address 2 (Optional)
 Shipping Address 2 (Optional)

Country*
 United States

Zip Code* City/APO/FPO* State*
 Zip Code* City/APO/FPO* State*

Special Instructions, job name, or PO#
 Special Instructions, job name, or PO#

A136-Koroseal Korogard G100 Corner Guards | Aluminum Retainer

Size: 2" x 2" x 4", G100
Color: SIMPLY WHITE (TE)

Item Total:

Quantity: 28	Unit Price: \$63.18	\$1,769.04
--------------	---------------------	------------

Subtotal \$1,769.04

Shipping/Handling \$572.40

Total \$2,341.44

Total: \$2,341.44

Apply Coupon Code

Apply

Place Order

By clicking the place order button you agree to our [terms and conditions](#)



Billing Address

Use Shipping Address

First Name* Last Name*
 First Name* Last Name*

Company Name
 Company Name

home cell office other

Phone
 (xxx) xxx-xxxx

Billing Address*
 Billing Address*

Billing Address 2 (Optional)
 Billing Address 2 (Optional)

Country*
 United States

Zip Code* City/APO/FPO* State*
 Zip Code* City/APO/FPO* State*

Payment

PayPal

Credit Card

CC Number
 0000 0000 0000 0000

CC Exp CVV

1/27/2026

TRAVIS ANDERSON
STRAND ASSOCIATES
910 WEST WINGRA DRIVE
MADISON, WI 53715

RE: NUTRIENT REDUCTION MODIFICATIONS – PHASE 1
AMES, IA

SUBJ: Potential Change Order #054 – RTU-8 PLC Upgrade

Dear Travis Anderson:

Per the conference call between Strand, Woodruff and Automatic Systems on 1/20/2026, we are proposing the following:

- Upgrade RTU-8 by removing existing PLC and I/O cards and replace with CompactLogix PLC and I/O cards to support added equipment in UV Building.

Our total price to perform the subject changed work is **\$19,200.85**. All supporting documentation is attached.

The schedule analysis determines the resulting changed activity sequence to add (0) ZERO WORKING DAYS to the project. This cost is included in the above price.

Your written approval is required by 2/6/2026. Action after that date will result in additional costs and added time, which will then be added to the above price.

When this potential change order is signed by the Owner and a copy is returned to the contractor, approval of change(s) is effective IMMEDIATELY and we will proceed with the change(s) described above. Approved changes will be included in a future contract change order. If you require additional clarification, please contact me. Thank you for your prompt response.

Sincerely,

WOODRUFF CONSTRUCTION, INC.



Zach Phillips
Senior Project Manager

cc: File

_____/_____
Owner Approval / Date

_____/_____
Engineer Approval / Date



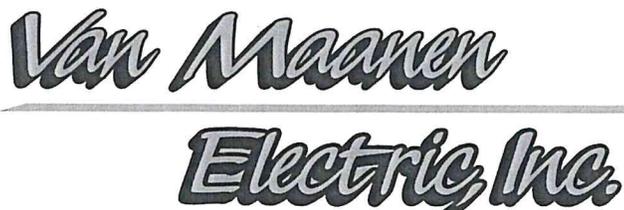
100% Employee Owned

Change Request # 54

Price Breakdown

Description: RTU-8 PLC UPGRADE
 Per the meeting between Strand, Woodruff and Automatic Systems on 1/20/26:
 Upgrade RTU-8 by removing existing PLC and I/O cards and replace with CompactLogix PLC and I/O cards to support added equipment in UV Building.

Description	Quantity	Unit	Unit Price	Price
RTU-8 PLC UPGRADE	1.00	LS	\$17,861.26	\$17,861.26
Subtotal:	0.00	0.00	0.00	17,861.26
			Bonds & Insurance	\$17,861.26 2.50% \$446.53
			OH&P - Subcontractors	\$17,861.26 5.00% \$893.06
			Total:	\$19,200.85



PROPOSAL REQUEST

Van Maanen Electric, Inc.

500 Iowa Speedway Drive
Newton, IA 50208
Telephone: 641-791-9473

CCN #**Date:****Project Name:****Project Number:****Page Number:**

RTU-8 PLC MODIFICATIONS

1/27/2026

Ames Nutrient Reduction Mods Phase 1

Ames Nutrient Reduction Mods Phase 1

1

Woodruff Construction

Contact: Zach Phillips
1920 Philadelphia St, Ste 102
Ames, IA 50010
E-mail: zachp@woodruff.build

Work Description**Scope:** RTU-8 Terminal Panel Modifications**Breakdown****Summary**

INSTRUMENTATION	(\$17,861.26 + 0.000 % + 0.000 % + 5.000 %)	18,754.32
Final Amount		\$18,754.32

Van Maanen Authorization:

Project Manager: Matt Van Maanen
Phone Number: 641-791-9473
E-mail: matt@vanmaanenelectric.com

Signature: _____ Date: _____

Woodruff Construction Authorization

Name: Zach Phillips

Signature: _____ Date: _____



PROJECT: Ames, IA Nutrient Reduction
Modifications-Phase 1, Contract 2024-089

ASC CO: 20240152-012

NAME: RTU-8 PLC Modifications

DATE: January 22, 2026

REFERENCE: N/A

QUOTATION EXPIRES: 60 Days

CHANGE ORDER PROPOSAL

The existing SLC 5/05 is unable to maintain the required number of network connections. To resolve the issue we are propose to r eplace the existing SLC 5/05 PLC and associated I/O cards with new CompactLogix 5069 Series PLC and I/O cards.

Control Panels

A One (1) **RTU-8 Remote Terminal Panel Modifications**, in accordance with Section 26 09 00, 2.34 and as requested by Engineer.

Proposed panel modifications shall be complete with removal of existing PLC and I/O cards, and with the installation of new CompactLogix PLC and I/O cards.

B One (1) **Professional Services**, to include engineering, PLC programming, and on-site field services to include panel modifications, SCADA tag database updates, start-up, testing, and operator training.

C One (1) Update of existing **Installation, Operation, and Maintenance Manuals**.

Your net price for the above items, FOB factory with freight allowed to jobsite including one (1) year warranty from date of startup (not to exceed 18 months from date of shipment)..... \$ 17,861.26 excluding taxes

The above pricing does not include any of the following:

1. Sales or use taxes.
2. Bond costs.
3. License fees or permits of any kind.
4. Light pole for antenna mounting.
5. Sump panel or associated control panel or floats.

6. Disconnect switches of any kind.
7. Panelboards.
8. Transformers.
9. Fiber Optic Cable, connectors, or associated installation and testing.
10. Interconnecting wire, cables, or conduits between control panels/MCCs and primary devices.
11. Generator sets of any kind.
12. Automatic Transfer Switches of any kind.
13. Generator control panels or receptacles.
14. Temporary electric services or equipment.
15. Final termination of customer terminal connections.
16. Setting or mounting of any control panels/MCCs or primary devices.
17. Wall or floor stands or mounting supports for primary devices.
18. Concrete housekeeping pads.
19. Valve actuators or solenoid valves of any kind.
20. Pressure or differential pressure gauges of any kind.
21. Pad mounted transformers.
22. Grounding of equipment.
23. Exterior Lighting control equipment or Time Clocks.
24. Mounting hardware or brackets.
25. Removal or disposal of existing equipment or reconnection of existing equipment.
26. Unloading equipment from delivery trucks or on-site storage thereof.
27. Power Company metering socket or equipment or associated utility fees.
28. Building light fixtures, light poles, switches, receptacles, junction or pull boxes or galvanized hubs of any kind.
29. Installation of any kind.
30. Labor or any other miscellaneous materials that may be required for installation not specifically detailed above.

Respectfully submitted,



Jake McFarland
Sales Engineer
jmcfarland@automaticsystemsco.com



To expedite handling and confirmation, you may sign below and forward as your order for the equipment quoted above.

Total Net Price

Purchase Order No.

Customer/Firm Name

Items Ordered

Authorized By



ITEM #: 19
 DATE: 02-24-26
 DEPT: W&PC

COUNCIL ACTION FORM

SUBJECT: STORY COUNTY EDGE-OF-FIELD PROJECT - FINAL COMPLETION OF FY 2022/23 PROJECT

BACKGROUND:

On October 8, 2024, Council awarded a contract in the amount of \$221,609.07 to Hands On Excavating, LLC of Radcliffe, Iowa, for the installation of seven saturated buffers and nine bioreactors for the Story County Edge-of-Field Project. The saturated buffers and bioreactors will reduce the nitrogen discharge from subsurface field drainage before it enters a stream or other surface waters. These practices can now be entered into the Iowa Nutrient Reduction Exchange and the nutrient reductions will be 'banked' for future use.

Two change orders totaling a net deduct of \$4,081.90 were executed bringing the adjusted contract price to \$217,527.17. The total project expenses, funding, and authorized budget are shown below.

	Project Funding	Project Expenses	Authorized Budget
Natural Resources Conservation Service (NRCS)	20,453.76		
Iowa Department of Agriculture and Land Stewardship	173,305.06		
Story County Conservation	59,634.18		
City of Ames (Sewer Fund)	59,634.18		
Hands On Excavating, LLC		217,527.17	
Easement Payments		19,000.00	
Engineering Services		76,500.00	
Totals (FY 2022/23 Edge of Field CIP)	313,027.17	313,027.17	480,000.00

All work under the contract was completed in accordance with the plans and specifications on October 17, 2025. Statements of Completion have been prepared by the design engineers, and the project is now ready for acceptance by the City Council.

ALTERNATIVES:

1. Accept completion of the work in the final amount of \$217,527.17 and authorize final payment, in accordance with the contract, to Hands On Excavating, LLC of Radcliffe, Iowa.
2. Do not accept completion at this time and provide direction to staff on the actions needed to close out the contract.

CITY MANAGER'S RECOMMENDED ACTION:

A contract to install seven saturated buffers and nine bioreactors as part of the Story County Edge-of-Field Project has been completed in accordance with plans and specifications, and the engineers' statements of completion have been received. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[Engineer_s_Certifications-1.pdf](#)



2023
EDGE OF FIELD PRACTICES
ANNE ARMKNECHT
DENITRIFYING BIOREACTORS &
SATURATED BUFFERS

COVER SHEET & LOCATION MAP

PROJECT NO. 221641.00
DATE 1/3/2024
DRAWN BY G.L.
FILE NAME S-221641.00-Plans-AA-00.dwg
FIELD BOOK
FIELD CREW
SURVEY FILE NO. 24-221641.00-Annex A
PLAN NUMBER 1111-11-00
% PERCENT REVIEW 100%
% PERCENT REVIEW 100%
REVISIONS 04/15/23

C0.1

RECORD DRAWINGS

THESE RECORD DRAWINGS WERE COMPILED BY JEO CONSULTING AND REPRESENT A COMPILATION OF INFORMATION AND FIELD MEASUREMENTS COLLECTED OCTOBER 2025. CONSTRUCTION COMPLETED OCTOBER 2025.

I HEREBY CERTIFY THAT CONSTRUCTION OF THIS PROJECT WAS IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AS RECORDED. THIS INSTALLATION MEETS ALL APPLICABLE NRCS STANDARDS & SPECIFICATIONS AND IN COMPLIANCE WITH ALL PERMITS.

JUAN A. ARELLANES, PE DATE: 1/30/2026

2023 EDGE OF FIELD PRACTICES ANNE ARMKNECHT DENITRIFYING BIOREACTORS & SATURATED BUFFERS SITE ID: AA-4, AA-4B, AA-5, AA-13, AA-14, AA-15

ENGINEER: CONTACT INFO:

JACOB T. MIRIOVSKY, PE COMPANY: JEO CONSULTING GROUP
PHONE: 402.367.2540
EMAIL: JMIRIOVSKY@JEO.COM
JUAN ARELLANES, PE COMPANY: JEO CONSULTING GROUP
PHONE: 515.964.5310
EMAIL: JARELLANES@JEO.COM

NOTE: A NATIONAL PERMIT 43 FROM THE US ARMY CORPS OF ENGINEERS (USACE) MAY BE REQUIRED FOR INSTALLATION OF NEW TILES.

ENGINEER JOB CLASS III

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Printed or typed name: Jacob T. Miriovsky
License Number: 24242
My license renewal date is December 31, 2024.
Pages or sheets covered by this seal:
ALL SHEETS IN THE SHEET INDEX.

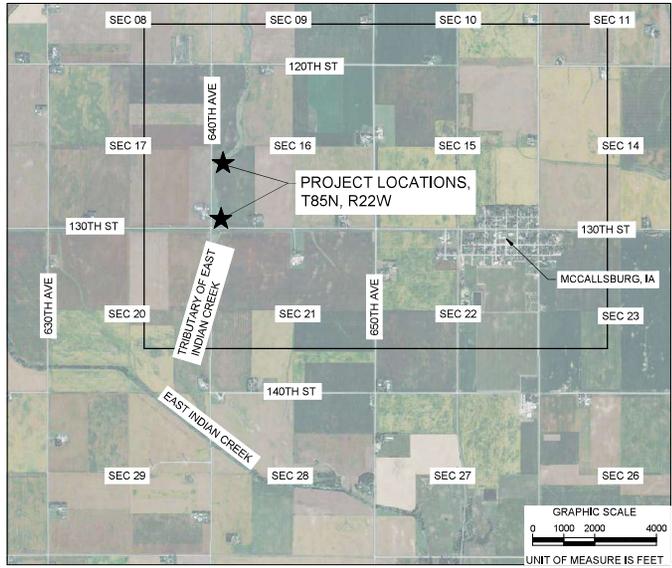
TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, JUDGEMENT, BELIEF, THE DESIGN MEETS NRCS STANDARDS AND SPECIFICATIONS AND IS IN COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.
ENGINEER'S SIGNATURE: DATE: 1/4/2023

I HAVE REVIEWED AND AGREE WITH THE CONTENT OF THE PLAN AND SPECIFICATIONS AS PREPARED.
LANDOWNER: _____ DATE: _____

CONTRACTOR IS RESPONSIBLE FOR CALLING IOWA ONE CALL
ONE CALL TICKET NO.: 252462142

I CERTIFY THAT THIS PRACTICE HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
CONTRACTOR: _____
ENGINEER'S REP: _____

IF A CULTURAL RESOURCE IS IDENTIFIED DURING CONSTRUCTION, ALL WORK SHALL HALT, AND THE NRCS ARCHEOLOGIST SHALL BE NOTIFIED IMMEDIATELY. 515.284.4370



LOCATION MAP

INDEX OF SHEETS:

SHEET NO:	SHEET NAME:
C0.1	COVER SHEET & LOCATION MAP
C0.2	SYMBOLS SHEET
C0.3	NOTES & QUANTITIES
C0.4 - C0.8	CONTROL SHEETS
C1.0	SITE LIMITS & ACCESS PLAN
C1.1	OVERALL SITE PLAN
C1.2 - C1.5	EXISTING SITE & DEMOLITION PLANS
C2.1 - C2.5	PROPOSED SITE PLANS
PP1.1 - PP1.9	PLAN AND PROFILES
PP2.1	PLAN AND PROFILES
D1.1 - D1.9	DETAILS
D2.1 - D2.2	DETAILS

TOTAL NUMBER OF SHEETS = 40



NOTE:
NEITHER THE OWNER (CLIENT) NOR JEO CONSULTING GROUP, INC. ASSUMES ANY RESPONSIBILITY FOR UTILITY LOCATIONS BEING ACCURATELY SHOWN OR NOT SHOWN ON THE PLANS.
THE EXACT LOCATION AND/OR SIZE OF UNDERGROUND FEATURES MAY NOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. FIELD VERIFICATION OF UTILITIES MAY BE REQUIRED. IT IS RECOMMENDED THAT THE CONSULTANT(S) DESIGNING IMPROVEMENTS ON OR ADJACENT TO THE SITE VERIFY THE PRESENCE OF EXISTING UTILITIES WITH THE APPROPRIATE UTILITY COMPANY.
CONTRACTOR(S) IS RESPONSIBLE FOR CALLING IOWA ONE CALL AT 1-800-292-8989 AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION WORK.

P:\Engineering\221641.00 - Story County Edge of Field (BIB) Design\Drawings\Sheets\mkt\221641.00-Plans-AA.dwg, on 1/20/2024 11:55 AM.



2023
EDGE OF FIELD PRACTICES
HEATHER COGSWELL
SATURATED BUFFERS

COVER SHEET & LOCATION MAP

PROJECT NO. 221641.00
DATE 6/6/2023
DRAWN BY G.L.
FILE NAME S:\221641.00-Cogswell.dwg
FIELD BOOK
FIELD DRAW STORY COUNTY
SURVEY FILE NO. 2023 02 1439A221641.00
PLAN NUMBER 11111
DATE 11/23
% PERCENT REVIEW 100% JUS
DATE 05/15/23
% PERCENT REVIEW 100% JUS
DATE 04/19/23
REVISIONS

C0.1

RECORD DRAWINGS

THESE RECORD DRAWINGS WERE COMPILED BY JEO CONSULTING AND REPRESENT A COMPILATION OF INFORMATION AND FIELD MEASUREMENTS COLLECTED SEPTEMBER 2025. CONSTRUCTION COMPLETED SEPTEMBER 2025.

I HEREBY CERTIFY THAT CONSTRUCTION OF THIS PROJECT WAS IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AS RECORDED. THIS INSTALLATION MEETS ALL APPLICABLE NRCS STANDARDS & SPECIFICATIONS AND IN COMPLIANCE WITH ALL PERMITS.

JUAN A. ARELLANES, PE

DATE: 1/30/2026

2023

EDGE OF FIELD PRACTICES HEATHER COGSWELL SATURATED BUFFERS

SITE ID: HC-1 & HC-2

ENGINEER: CONTACT INFO:

JACOB T. MIRIOVSKY, PE COMPANY: JEO CONSULTING GROUP
PHONE: 402.367.2540
EMAIL: JMIRIOVSKY@JEO.COM

JUAN ARELLANES, EI COMPANY: JEO CONSULTING GROUP
PHONE: 515.964.5310
EMAIL: JARELLANES@JEO.COM

ENGINEER JOB CLASS II

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

(signature) 12/4/2023
(date)

Printed or typed name: Jacob T. Miriovsky
License Number: 24242
My license renewal date is December 31, 2024.
Pages or sheets covered by this seal:
ALL SHEETS IN THE SHEET INDEX.

TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, JUDGEMENT, BELIEF, THE DESIGN MEETS NRCS STANDARDS AND SPECIFICATIONS AND IS IN COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

ENGINEER'S SIGNATURE: 12/4/2023
NAME DATE

I HAVE REVIEWED AND AGREE WITH THE CONTENT OF THE PLAN AND SPECIFICATIONS AS PREPARED.

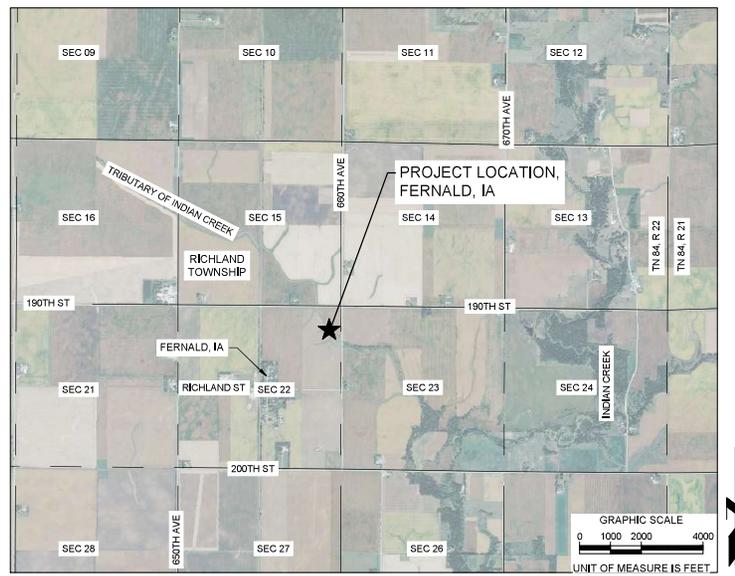
LANDOWNER: _____ DATE _____
NAME DATE

CONTRACTOR IS RESPONSIBLE FOR CALLING IOWA ONE CALL
ONE CALL TICKET NO. 252370430

I CERTIFY THAT THIS PRACTICE HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

CONTRACTOR: _____
ENGINEER'S REP: _____

IF A CULTURAL RESOURCE IS IDENTIFIED DURING CONSTRUCTION, ALL WORK SHALL HALT, AND THE NRCS ARCHEOLOGIST SHALL BE NOTIFIED IMMEDIATELY. 515.284.4370



LOCATION MAP

INDEX OF SHEETS:

SHEET NO:	SHEET NAME:
C0.1	COVER SHEET & LOCATION MAP
C0.2	SYMBOLS SHEET
C0.3	NOTES & QUANTITIES
C0.4	CONTROL SHEET - SATURATED BUFFER ALIGNMENT
C1.1	OVERALL SITE PLAN
C1.2	EXISTING SITE & DEMOLITION PLAN
C2.1	PROPOSED SITE PLAN
PP1.1	PLAN AND PROFILE - HC-1
PP1.2	PLAN AND PROFILE - HC-2
PP1.3	PLAN AND PROFILE - SB
D1.1 - D1.3	DETAILS

TOTAL NUMBER OF SHEETS = 13

NOTE:
NEITHER THE OWNER (CLIENT) NOR JEO CONSULTING GROUP, INC. ASSUMES ANY RESPONSIBILITY FOR UTILITY LOCATIONS BEING ACCURATELY SHOWN OR NOT SHOWN ON THE PLANS.

THE EXACT LOCATION AND/OR SIZE OF UNDERGROUND FEATURES MAY NOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. FIELD VERIFICATION OF UTILITIES MAY BE REQUIRED. IT IS RECOMMENDED THAT THE CONSULTANT(S) DESIGNING IMPROVEMENTS ON OR ADJACENT TO THE SITE VERIFY THE PRESENCE OF EXISTING UTILITIES WITH THE APPROPRIATE UTILITY COMPANY.

CONTRACTOR IS RESPONSIBLE FOR CALLING IOWA ONE CALL AT 1-800-292-6868 AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION WORK.



P:\Engineering\221641.00 - Story County Edge of Field Bluff Design\Drawings\Sheets\221641.00-Cogswell.dwg, on: 6/6/2023 10:32:AM

RECORD DRAWINGS

THESE RECORD DRAWINGS WERE COMPILED BY JEO CONSULTING AND REPRESENT A COMPILATION OF INFORMATION AND FIELD MEASUREMENTS COLLECTED JUNE 2025. CONSTRUCTION COMPLETED JUNE 2025.

I HEREBY CERTIFY THAT CONSTRUCTION OF THIS PROJECT WAS IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AS RECORDED. THIS INSTALLATION MEETS ALL APPLICABLE NRCS STANDARDS & SPECIFICATIONS AND IN COMPLIANCE WITH ALL PERMITS.



JUAN A. ARELLANES, PE

DATE: 1/30/2026

ENGINEER: **CONTACT INFO:**

JAKE MIRIOVSKY, PE COMPANY: JEO CONSULTING GROUP
 PHONE: 402.367.2540
 EMAIL: JMIRIOVSKY@JEO.COM

JUAN ARELLANES, EIT COMPANY: JEO CONSULTING GROUP
 PHONE: 515.964.5310
 EMAIL: JARELLANES@JEO.COM

ENGINEER JOB CLASS V

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Jacob T. Miriovsky 12/4/2023
 (signature) (date)

Printed or typed name: Jacob T. Miriovsky
 License Number: 24242
 My license renewal date is December 31, 2024.
 Pages of sheets covered by this seal:
 SHEETS C0.1, C0.2, C0.3, C0.4, C1.1, C1.2, C2.1, PP1.1, PP1.2, D1.1, D1.2, D1.3

TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, JUDGEMENT, BELIEF, THE DESIGN MEETS NRCS STANDARDS AND SPECIFICATIONS AND IS IN COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

ENGINEER'S SIGNATURE: _____
 NAME DATE

I HAVE REVIEWED AND AGREE WITH THE CONTENT OF THE PLAN AND SPECIFICATIONS AS PREPARED.

LANDOWNER: _____
 NAME DATE

CONTRACTOR IS RESPONSIBLE FOR CALLING IOWA ONE CALL
 ONE CALL TICKET NO. **[250990650]**

I CERTIFY THAT THIS PRACTICE HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

CONTRACTOR: _____
 ENGINEER'S REP: _____

IF A CULTURAL RESOURCE IS IDENTIFIED DURING CONSTRUCTION, ALL WORK SHALL HALT, AND THE NRCS ARCHEOLOGIST SHALL BE NOTIFIED IMMEDIATELY. 515.284.4370

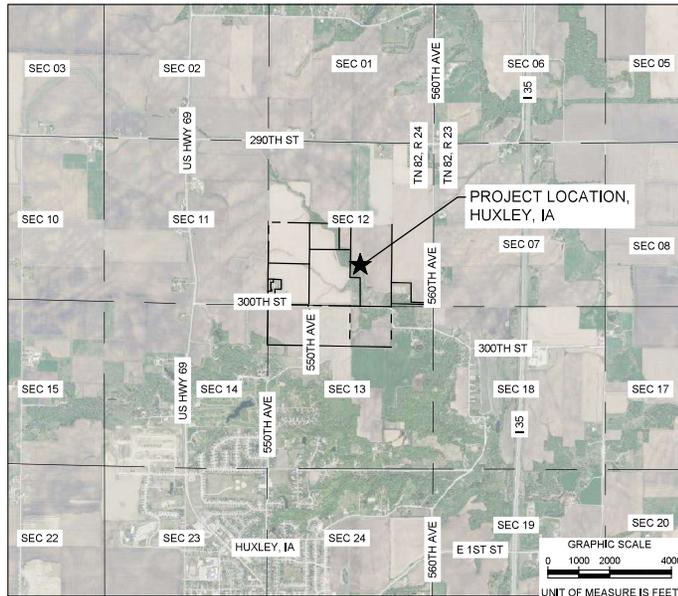
2023

EDGE OF FIELD PRACTICES

PHYLLIS HELLAND

BIOREACTOR

SITE ID: PH-1 & PH-2



LOCATION MAP

INDEX OF SHEETS:

SHEET NO:	SHEET NAME:
C0.1	COVER SHEET & LOCATION MAP
C0.2	SYMBOLS SHEET
C0.3	NOTES & QUANTITIES
C0.4 - C0.5	CONTROL SHEETS
C1.1	OVERALL SITE PLAN
C1.2	EXISTING SITE & DEMOLITION PLAN
C2.1	PROPOSED SITE PLAN
PP1.1	PLAN AND PROFILE - PH-1, 2
PP1.2	PLAN AND PROFILE - BIOREACTOR
D1.1 - D1.4	DETAILS

TOTAL NUMBER OF SHEETS = 14

NOTE:
 NEITHER THE OWNER (CLIENT) NOR JEO CONSULTING GROUP, INC. ASSUMES ANY RESPONSIBILITY FOR UTILITY LOCATIONS BEING ACCURATELY SHOWN OR NOT SHOWN ON THE PLANS.
 THE EXACT LOCATION AND/OR SIZE OF UNDERGROUND FEATURES MAY NOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. FIELD VERIFICATION OF UTILITIES MAY BE REQUIRED. IT IS RECOMMENDED THAT THE CONSULTANT(S) DESIGNING IMPROVEMENTS ON OR ADJACENT TO THE SITE VERIFY THE PRESENCE OF EXISTING UTILITIES WITH THE APPROPRIATE UTILITY COMPANY.
 CONTRACTOR(S) IS RESPONSIBLE FOR CALLING IOWA ONE CALL AT 1-800-250-8888 AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION WORK.



2023
 EDGE OF FIELD PRACTICES
 PHYLLIS HELLAND
 BIOREACTOR

COVER SHEET & LOCATION MAP

PROJECT NO.	221641.00
DATE	12/4/2023
DRAWN BY	G.L.
FILE NAME	221641.00-01.dwg
FIELD BOOK	
FIELD CREW	
SURVEY FILE NO.	221641.00-01.dwg
PLAN NUMBER	01
PERCENT REVIEW	100%
PERCENT REVIEW	100%
REVISIONS	

C0.1

I:\Projects\2023\221641.00 - Story County Edge of Field (B)27\Drawings\221641.00-01.dwg on 12/4/2023 10:56 AM



2023
EDGE OF FIELD PRACTICES
TED SMITH
SATURATED BUFFERS

COVER SHEET & LOCATION MAP

PROJECT NO. 221641.00
DATE 12/18/2023
DRAWN BY G.L.
FILE NAME S221641.00-C01.dwg
FIELD BOOK
FIELD CHECK
SURVEY FILE NO. 07A22161.00-Ted S
PLAN NAME FIELD 12/18/2023
PERCENT REVIEW 100% JUS
PERCENT REVIEW 100% 5/15/2023
REVISIONS

C0,1

RECORD DRAWINGS

THESE RECORD DRAWINGS WERE COMPILED BY JEO CONSULTING AND REPRESENT A COMPILATION OF INFORMATION AND FIELD MEASUREMENTS COLLECTED AUGUST 2025. CONSTRUCTION COMPLETED AUGUST 2025.

I HEREBY CERTIFY THAT CONSTRUCTION OF THIS PROJECT WAS IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AS RECORDED. THIS INSTALLATION MEETS ALL APPLICABLE NRCS STANDARDS & SPECIFICATIONS AND IN COMPLIANCE WITH ALL PERMITS.

JUAN A. ARELLANES, PE

DATE: 1/30/2026

2023 EDGE OF FIELD PRACTICES TED SMITH SATURATED BUFFERS SITE ID: TS-3 & TS-4

ENGINEER: CONTACT INFO:

JACOB T. MIRIOVSKY, PE COMPANY: JEO CONSULTING GROUP
PHONE: 402.367.2540
EMAIL: JMIRIOVSKY@JEO.COM

ENGINEER JOB CLASS II

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Printed or typed name: Jacob T. Miriovsky
License Number: 24242
My license renewal date is December 31, 2024.
Pages of sheets covered by this seal:
C0.1, C0.2, C0.3, C0.4, C0.5, C1.1, C1.2, C1.3, C1.4, PP1.1, PP1.2, PP2.1, PP2.2, D1.1, D1.2, D1.3, D1.4

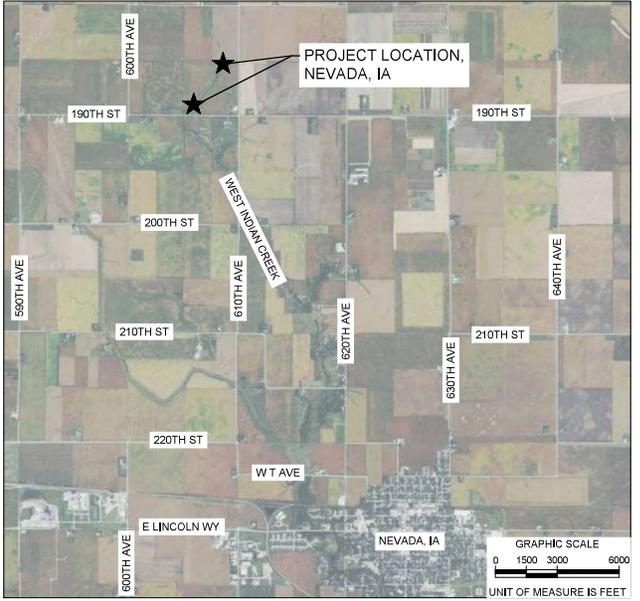
TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, JUDGEMENT, BELIEF, THE PLANS MEET APPLICABLE NRCS STANDARDS.
ENGINEER'S SIGNATURE: *Jacob T. Miriovsky* 12/22/2023

I HAVE REVIEWED AND AGREE WITH THE CONTENT OF THE PLAN AND SPECIFICATIONS AS PREPARED.
LANDOWNER: _____ DATE _____

CONTRACTOR IS RESPONSIBLE FOR CALLING IOWA ONE CALL
ONE CALL TICKET NO.: **251772139**

IF A CULTURAL RESOURCE IS IDENTIFIED DURING CONSTRUCTION, ALL WORK SHALL HALT, AND THE NRCS ARCHEOLOGIST SHALL BE NOTIFIED IMMEDIATELY, 515.284.4370

I CERTIFY THAT THIS PRACTICE HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
CONTRACTOR: _____
ENGINEER'S REP: _____



LOCATION MAP

INDEX OF SHEETS:

SHEET NO:	SHEET NAME:
C0.1	COVER SHEET & LOCATION MAP
C0.2	SYMBOLS SHEET
C0.3	NOTES & QUANTITIES
C0.4 - C0.5	CONTROL SHEETS
C1.1	OVERALL SITE & ACCESS PLAN
C1.2 - C1.3	EXISTING SITE & DEMOLITION PLANS
PP1.1	PLAN & PROFILE - TS3
PP1.2	PLAN & PROFILE - TS4
PP2.1 - PP2.2	PLAN & PROFILE - SB
D1.1-D1.4	DETAILS

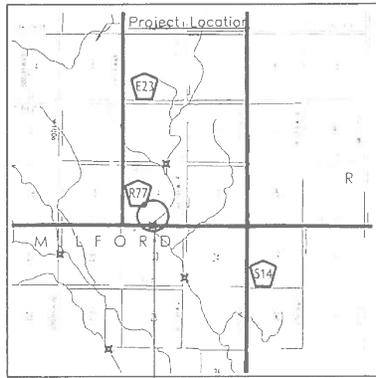
NOTE:
NEITHER THE OWNER (CLIENT) NOR JEO CONSULTING GROUP, INC. ASSUMES ANY RESPONSIBILITY FOR UTILITY LOCATIONS BEING ACCURATELY SHOWN OR NOT SHOWN ON THE PLANS.
THE EXACT LOCATION AND/OR SIZE OF UNDERGROUND FEATURES MAY NOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. FIELD VERIFICATION OF UTILITIES MAY BE REQUIRED. IT IS RECOMMENDED THAT THE CONSULTANT(S) DESCRIBING IMPROVEMENTS ON OR ADJACENT TO THE SITE VERIFY THE PRESENCE OF EXISTING UTILITIES WITH THE APPROPRIATE UTILITY COMPANY.
CONTRACTOR(S) SHALL NOTIFY THE RESPECTIVE UTILITY COMPANIES BEFORE COMMENCING ANY WORK.



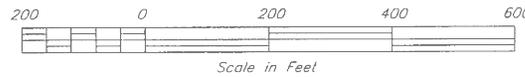
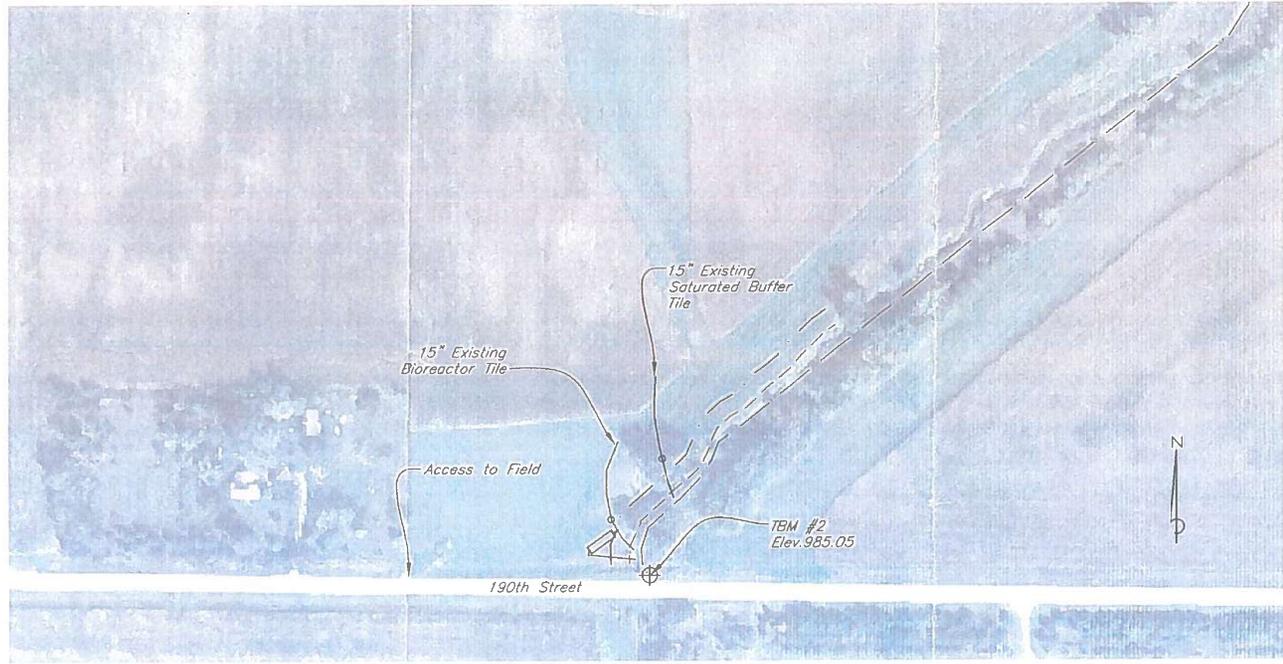
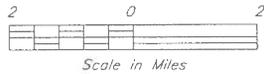
P:\Engineering\221641.00 - Story County Edge of Field Buffer\Design\Drawings\Sheets\S221641.00-Smith.dwg, on 12/22/2023 9:23 AM.

DENITRIFYING BIOREACTOR Site Map

Story County, Iowa



SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 14, T84N-R23W



Story County Batch & Build Project #2

NRCS Contact for Questions:	Cindy Gatlin
NRCS Contact Phone:	641-680-5347
Landowner Contact:	Marcia Engler (Ben - son)
Landowner Contact Phone:	515-290-5597

Threatened & Endangered Species:
Contact the local NRCS Field Office regarding allowable dates to clear trees from the work area.

I have reviewed and agree with the content of the plans and specifications prepared by the NRCS.

Landowner: See Environmental Specialist For Signatures. Date: 12/14/2023

If a cultural resource is identified during construction, stop immediately and notify the local Natural Resources Conservation Service office.

I certify that this practice has been constructed in accordance with the plans and specifications.

Contractor: *[Signature]* Date: 11/25/25

NRCS Rep.: *[Signature]* Date: 1-6-26

Contractor is required to follow Iowa One Call law. IowaOneCall.com or Call 811
Ticket # _____

As Built
Contractor:
Hands On Excavating
Construction Completed:
8-5-25
Inspected by:
Megan Volkens
Cindy Gatlin
Derek Carter

Table of Contents	
Sheet 1	Engineering Cover Sheet
Sheet 2	Plan View
Sheet 3	Profiles
Sheet 4	Bioreactor Layout Type 2 (Page 1)
Sheet 5	Quantities & WCS Details Type 2 (Page 2)
Sheet 6	Trenching & Bedding Details Type 2 (Page 3)
Sheet 7	Stakeout

Benchmark	
Elevation	Description
985.05	TBM #2 - Point marker dot on the East edge of the concrete bridge on the North side of 190th Street, SE of existing tile outlet.

Job Class: V

Designed: C. Gatlin 6/20/2023
Drawn: C. Gatlin 6/10/2023
Checked: S. Anderson 7/23
Approved: *[Signature]*

Story County, IA

MARCIA ENGLER
BIOREACTOR
COVER SHEET

SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 14, T84 N, R23W

USDA
Department of Agriculture
Natural Resources
Conservation Service

File No. MF
Bioreactor.dwg
Drawing No. 605
7/3/23 8:23 AM
Sheet 1 of 8

Story County, Iowa

SATURATED BUFFER

Site Map

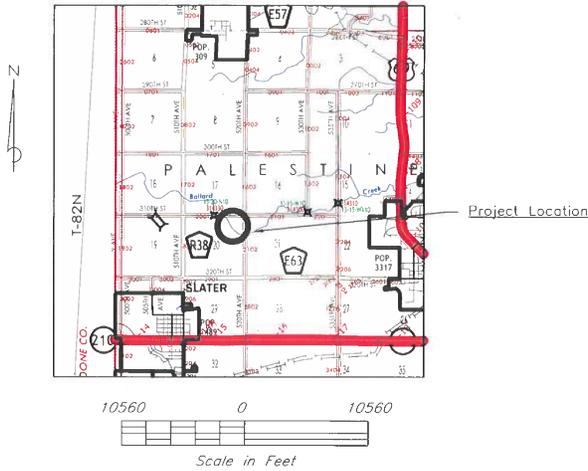


Table of Contents	
Sheet 1	Engineering Cover Sheet
Sheet 2	Plan View
Sheet 3	Saturated Buffer - Type 1 (Page 1 of 2)
Sheet 4	Saturated Buffer - Type 1 (Page 2 of 2)
Sheet 5	Profiles

NRCS Contact for Questions:	Derek Carter
NRCS Contact Phone:	515-382-2217
Landowner Contact:	Craig Fausch
Landowner Contact Phone:	515-681-8002

Job Class III
AS BUILT

I have reviewed and agree with the content of the plans and specifications prepared by the NRCS.

Landowner: Nancy Fausch Date: 12-7-2023

If a cultural resource is identified during construction, stop immediately and notify the local Natural Resources Conservation Service office.

I certify that this practice has been constructed in accordance with the plans and specifications.

Contractor: [Signature] Date: 11/25/25

Contractor is required to follow Iowa One Call law. IowaOneCall.com or Call 811
Ticket # _____

NRCS Rep.: [Signature] Digitally signed by SARAH ANDERSON Date: 2026.01.12 13:09:12 -0600 Date: 1/12/26

Benchmark	
Elevation	Description
64 1024.62	TBM 1: Top of wooden hub in the ground 90' West of the county road ditch, on the South side of Ballard Creek.

DESIGNED	DBC	DATE	06/2023
DRAWN	DBC	DATE	06/2023
CHECKED	S. Anderson	DATE	9/23
APPROVED	[Signature]	DATE	10/11/2023

**NANCY FAUSCH
SATURATED BUFFER 5
COVER SHEET**

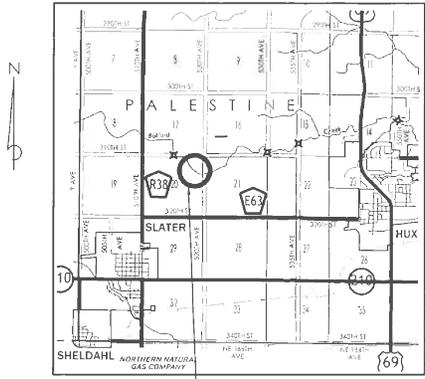
Job Class III
11986, NE1/4 Sec 20, T82N, R24W

United States Department of Agriculture
USDA
Natural Resources Conservation Service

File No. NancyFauschSB.dwg
Drawing No. 1A169-604
6/23/23 3:01 PM
Sheet 1 of 5

Story County, Iowa

SATURATED BUFFER Site Map

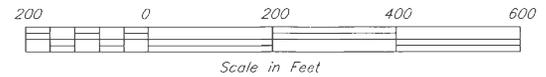


Project Location



Table of Contents

Sheet 1	Engineering Cover Sheet
Sheet 2	Plan View
Sheet 3	Saturated Buffer - Type 1 (Page 1 of 2)
Sheet 4	Saturated Buffer - Type 1 (Page 2 of 2)
Sheet 5	Profile



*See Sheet 3 of 5 for Items of Work Materials and Quantities.

AS-BUILT

NRCS Contact for Questions:	Cindy Gatlin
NRCS Contact Phone:	641-680-5347
Landowner Contact:	Craig Fausch
Landowner Contact Phone:	515-681-8002

I have reviewed and agree with the content of the plans and specifications prepared by the NRCS.

Landowner: Money J. Fausch Date: 12-7-2023

I certify that this practice has been constructed in accordance with the plans and specifications.

Contractor: [Signature] Date: 1/12/25

NRCS Rep.: [Signature] Date: 1/12/26

If a cultural resource is identified during construction, stop immediately and notify the local Natural Resources Conservation Service office.

Contractor is required to follow Iowa One Call law. IowaOneCall.com or Call 811
Ticket # _____

Benchmark	
Elevation	Description
1024.64	TBM 1: Top of wooden hub in the ground 90' West of the county road ditch, on the South side of Ballard Creek.

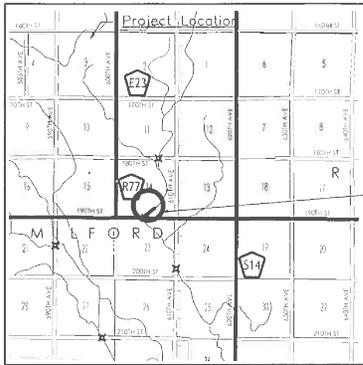
Date	12/15/2022
Designed	C. Gatlin
Drawn	C. Gatlin
Checked	S. Anderson
Approved	[Signature]

Story County, IA
NANCY FAUSCH
SATURATED BUFFER 6
COVER SHEET

United States Department of Agriculture
USDA
Natural Resources Conservation Service

File No. NF Saturated Buffer 6.dwg
Drawing No. IA169-604
12/15/22 3:52 PM
Sheet 1 of 5

Story County, Iowa



Project Location

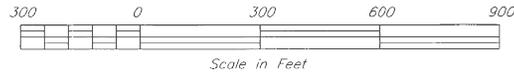
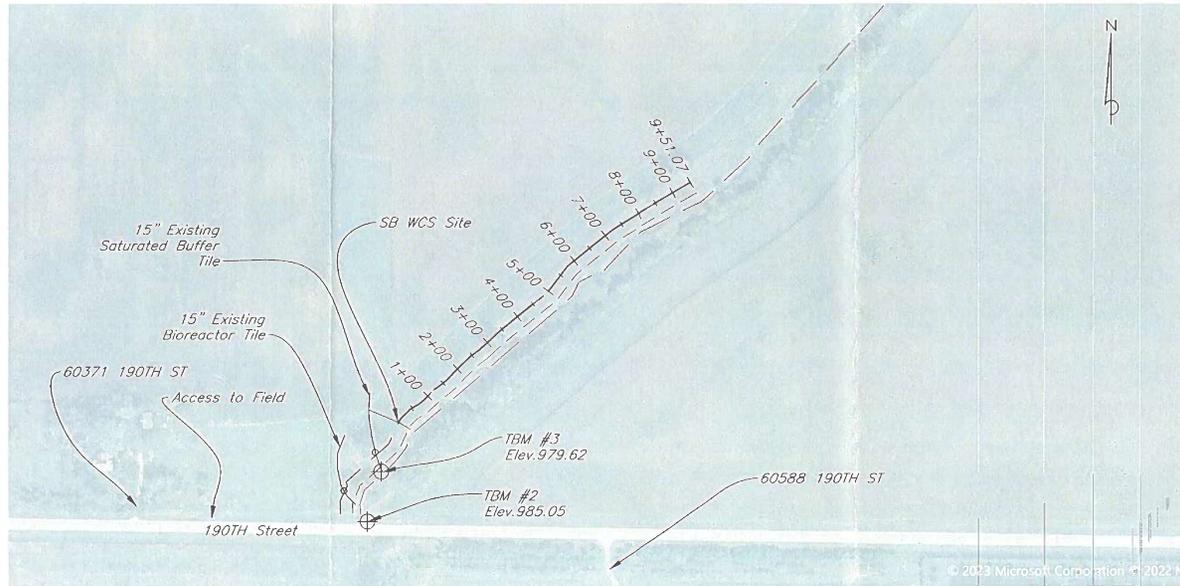
SW 1/4 SE 1/4 Sec. 14, T84N-R23W



Scale in Feet

Story County Batch & Build Project #2

Saturated Buffer Site Map



Scale in Feet

As Built

Table of Contents

Sheet 1	Engineering Cover Sheet
Sheet 2	Plan View
Sheet 3	Saturated Buffer - Type 1 (Page 1 of 2)
Sheet 4	Saturated Buffer - Type 1 (Page 2 of 2)
Sheet 5	Profile

NRCS Contact for Questions:	Cindy Gatlin
NRCS Contact Phone:	641-680-5347
Landowner Contact:	Bryan Miller (Tenant)
Landowner Contact Phone:	515-202-9013

I have reviewed and agree with the content of the plans and specifications prepared by the NRCS.

Landowner: Bryan K. Miller Date: 6-24-24

I certify that this practice has been constructed in accordance with the plans and specifications.

Contractor: [Signature] Date: 7/7/26

NRCS Rep.: [Signature] Date: 1/13/26

If a cultural resource is identified during construction, stop immediately and notify the local Natural Resources Conservation Service office.

Contractor is required to follow Iowa One Call law. IowaOneCall.com or Call 811
Ticket # _____

Job Class: IV

*See Sheet 3 of 5 for Items of Work Materials and Quantities.

Benchmark	
Elevation	Description
985.05	TBM #2 - Paint marker dot on the East edge of the concrete bridge on the North side of 190th Street, SE of existing tile outlet.
979.62	TBM #3 - Top of existing 15" Plastic Outlet SW of the new tile connection and North of TBM #2.

Date: 7/10/2023
Designed: C. Gatlin
Drawn: C. Gatlin
Checked: S. Anderson
Approved: [Signature]

Story County, IA

TED SMITH
SATURATED BUFFER
COVER SHEET

United States Department of Agriculture
Natural Resources Conservation Service

File No. 15_Saturated Buffer.dwg
Drawing No. IA169-604
7/26/23 3:20 PM
Sheet 1 of 6



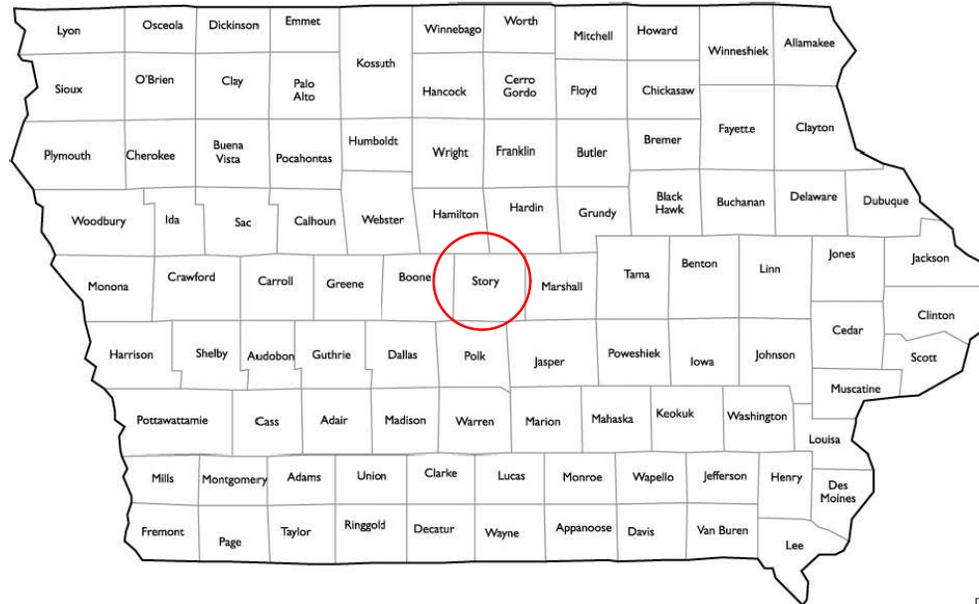
DENITRIFYING BIOREACTOR CONSTRUCTION PLANS

ANNE A. OUTLET 5

STORY COUNTY, IOWA
S3 T84N R22W

INDEX OF SHEETS

1. COVER SHEET
2. PLAN MAP
3. CROSS SECTION VIEW
4. PROFILE ALONG CENTERLINE
5. BIOREACTOR DETAIL
6. STRUCTURE DETAIL
7. CONSTRUCTION NOTES



THESE PRACTICES HAVE BEEN
INSTALLED ACCORDING TO NRCS
SPECIFICATIONS.

JL
SIGNATURE DATE
7/31/2025

JI YEOW LAW
LICENSE NUMBER: P27772
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025.

Contractor: Hands-on Excavating
Completion date: 5/5/2025



**Know what's below.
Call before you dig.**

THE CONTRACTOR IS RESPONSIBLE FOR
CALLING IOWA ONE CALL AT
1-800-292-8989 AT LEAST 48 HOURS
PRIOR TO ANY CONSTRUCTION

CALL TICKET NUMBER: 251060643

ENGINEERING CLASS 3

	I hereby certify that to the best of my professional knowledge, judgement and belief, these plans meet applicable NRCS conservation practice standards, that this engineering document was prepared by me or under my direct personal supervision, and that I am a duly licensed Professional Engineer under the laws of the State of Iowa 10/06/2022
	Andy J. Craig, P.E. License number: 20832
	My license renewal date is December 31, 2023 Pages or sheets covered by this seal: <u>All</u>

DESIGNED BY	JI YEOW LAW, EIT	DATE	9/20/2022
DRAWN BY	JI YEOW LAW, EIT	DATE	9/20/2022
CHECKED BY	ANDY CRAIG, PE	DATE	10/06/2022
APPROVED BY			

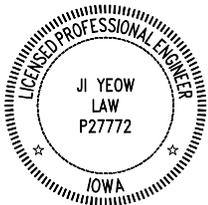


Design Template Provided by
Ecosystem Services Exchange
ESE
Ecosystem Services Exchange
Valuing Conservation

COVER SHEET

FILE NAME
ANNE A. OUTLET 5 CONST DOCS.

DRAWING SET
SHEET 1 OF 7



DENITRIFYING BIOREACTOR CONSTRUCTION PLANS

ANNE A. OUTLET 6

STORY COUNTY, IOWA
S3 T84N R22W

THESE PRACTICES HAVE BEEN
INSTALLED ACCORDING TO NRCS
SPECIFICATIONS.

[Signature]

7/31/2025

SIGNATURE DATE
JI YEOW LAW
LICENSE NUMBER: P27772
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

Contractor: Hands-on Excavating
Completion date: 5/5/2025

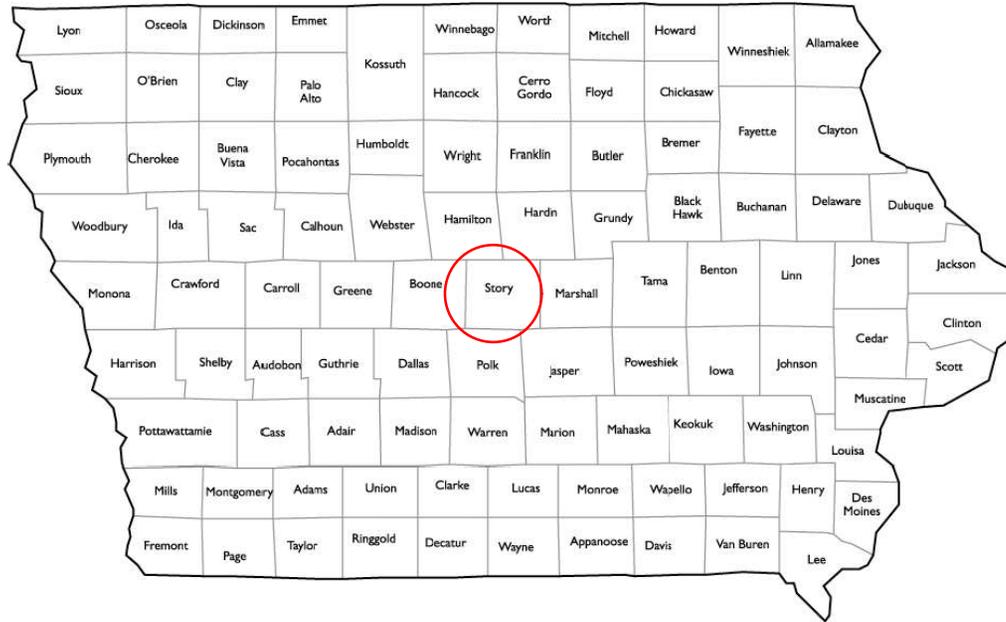


**Know what's below.
Call before you dig.**

THE CONTRACTOR IS RESPONSIBLE FOR
CALLING IOWA ONE CALL AT
1-800-292-8989 AT LEAST 48 HOURS
PRIOR TO ANY CONSTRUCTION, AND PROVIDE
THE CALL TICKET NUMBER AT THE
PRE-CONSTRUCTION MEETING.

CALL TICKET NUMBER: 251060756

ENGINEERING CLASS IV



INDEX OF SHEETS

1. COVER SHEET
2. PLAN MAP
3. CROSS SECTION VIEW (A)
4. CROSS SECTION VIEW (B)
5. PROFILE ALONG CENTERLINE (A)
6. PROFILE ALONG CENTERLINE (B)
7. BIOREACTOR DETAIL (A)
8. BIOREACTOR DETAIL (B)
9. STRUCTURE DETAIL
10. CONSTRUCTION NOTES

I hereby certify that to the best of my professional knowledge, judgement and belief, these plans meet applicable NRCS conservation practice standards, that this engineering document was prepared by me or under my direct personal supervision, and that I am a duly licensed Professional Engineer under the laws of the State of Iowa

11/4/2022

Andy J. Craig, P.E.
License number: 20832

My license renewal date is December 31, 2023
Pages or sheets covered by this seal: All

DESIGNED BY	JI YEOW LAW, EIT	DATE	11/3/2022
DRAWN BY	JI YEOW LAW, EIT	DATE	11/3/2022
CHECKED BY	ANDY CRAIG, PE	DATE	11/4/2022
APPROVED BY			



Design Template Provided by
Ecosystem Services Exchange



COVER SHEET

FILE NAME
ANNE A. OUTLET 6 CONST DOCS.

DRAWING SET
SHEET 1 OF 10

DENITRIFYING BIOREACTOR CONSTRUCTION PLANS

DWIGHT V. OUTLET 4

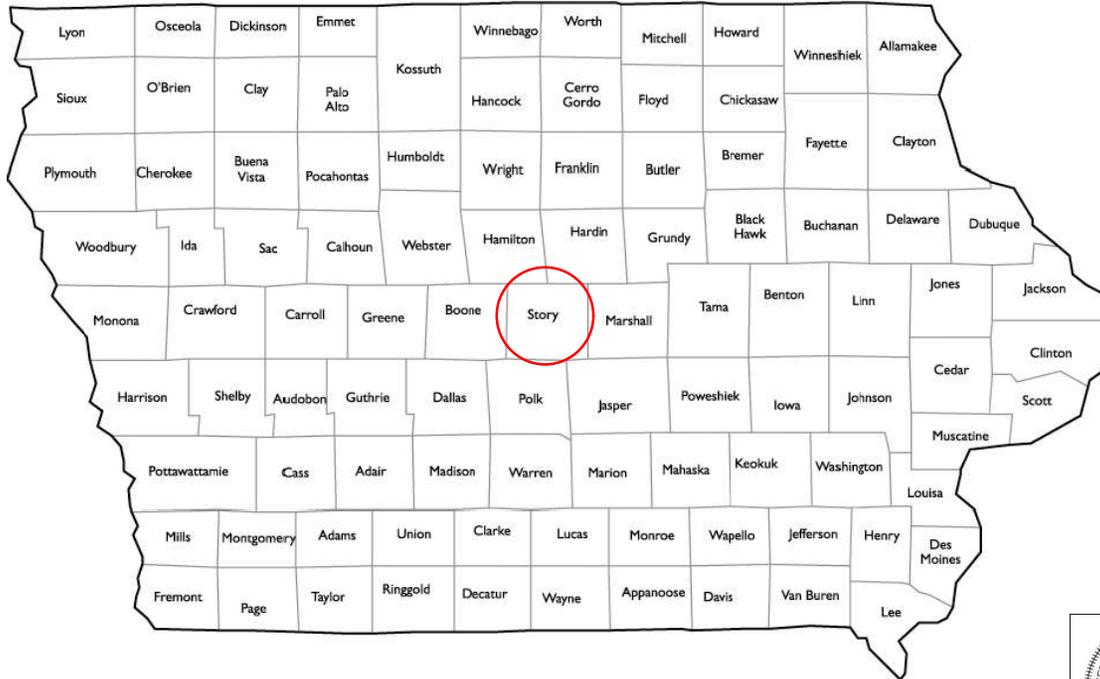
STORY COUNTY, IOWA
S20 T82N R22W

AS-BUILT

INDEX OF SHEETS

1. COVER SHEET
2. PLAN MAP
3. CROSS SECTION VIEW
4. PROFILE ALONG CENTERLINE
5. BIOREACTOR DETAIL
6. STRUCTURE DETAIL
7. CONSTRUCTION NOTES

Contractor: Hands-on Excavation
 Construction Completed: 10/17/25
 As-Built Plan Completed [1/13/26]
 by Barbara Tran



**Know what's below.
Call before you dig.**

THE CONTRACTOR IS RESPONSIBLE FOR CALLING IOWA ONE CALL AT 1-800-292-8989 AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION

Ticket Number: [253861412](https://www.811iowa.com/ticket/253861412)



I hereby certify that to the best of my professional knowledge, judgement and belief, these plans meet applicable NRCS conservation practice standards, that this engineering document was prepared by me or under my direct personal supervision, and that I am a duly licensed Professional Engineer under the laws of the State of Iowa
 10/06/2022
 Andy J. Craig, P.E.
 License number: 20832
 My license renewal date is December 31, 2023
 Pages or sheets covered by this seal: All

ENGINEERING CLASS 2

DESIGNED BY	JL YEOW LAW, EIT	DATE	9/20/2022
DRAWN BY	JL YEOW LAW, EIT	DATE	9/20/2022
CHECKED BY	ANDY CRAIG, PE	DATE	10/06/2022
APPROVED BY			



Design Template Provided by
Ecosystem Services Exchange



COVER SHEET

FILE NAME
DWIGHT V. OUTLET 4 CONST DOCS.

DRAWING SET
SHEET 1 OF 7

ITEM #: 20
DATE: 02-24-26
DEPT: P&H

COUNCIL ACTION FORM

SUBJECT: RESOLUTION APPROVING HISTORIC PRESERVATION COMMISSION 2025 ACCOMPLISHMENTS AND 2026 WORK PLAN

BACKGROUND:

Under the Certified Local Government (CLG) Agreement with the State Historic Preservation Office (SHPO), local governments and their Historic Preservation Commissions (HPCs) are responsible for submitting an annual report documenting the City's and Commission's preservation work during the previous calendar year (Attachment A). The report documents that the City has met the requirements of the CLG program and is in good standing. The report also includes a proposed Work Plan for 2026 (Attachment B).

SHPO requires that an HPC representative provide details of the HPC's 2025 accomplishments and the Work Plan for 2026 to the City Council, followed by the Mayor acknowledging completion of this requirement. The Ames Historic Preservation Commission (HPC) met on December 8, 2025 and January 12, 2026, to develop and approve a recommended 2026 Work Plan based upon the Ames Comprehensive Historic Preservation Plan Goals and Objectives (updated in 2021). The HPC also documented its accomplishments for 2025.

Attached is the portion of the CLG Report that addresses the accomplishments, successes, and challenges of the previous calendar year (2025).

With City Council's approval of the CLG report, the 2026 Work Plan will also be approved. It does not include any specific requests for funding beyond the annual \$2,000 appropriation for awards, outreach, and education.

The 2026 Work Plan focuses on the following items:

1. Secure a speaker to address tax credit opportunities for historic properties in Ames.
2. Look for ways to engage the community to inform property owners about how the historic review process works.
3. Collaborate again with the Ames History Museum to host a second "Glimpse Inside" event, a tour of historic properties and architecture, in 2026.
4. Facilitate the dissemination of historic preservation information.
5. Consider changes to historic material requirements for substitute materials and for replacement of non-compliant materials

The education items are work tasks for the Commission to undertake with staff administrative support as needed. The HPC likely will utilize subcommittees to address some of the tasks in the Work Plan. Many of the items on the Work Plan are consistent with prior initiatives. HPC had a concern about disclosure of historic requirements in relation to Old Town and added a specific measures to investigate what can be done in coordination with the Neighborhood Association and Realtors.

Item #5 is potentially a significant initiative based upon the discussion by the Commission of their interest to create more flexibility in relation to applying design criteria and guidelines focused on historic materials. Historic materials requirement is a foundational requirement of the structure of Chapter 31 that applies to all contributing resources and types of alterations, e.g., siding, windows, doors, etc., unless a stated exception as a substitute material is allowed. In general the Commission has discussed revising the overall requirements of Chapter 31 in the past, but at this time the discussion focused on the the application of specific design standards related to historic materials, with the most common examples being window materials and siding materials. **Staff believes that due to the complex nature of this issue and the likely significant neighborhood interest in the issue, this type of project would require prioritization by City Council in the Planning Division Work Plan to define the Council's interest in this issue, staff resources, and the process that it would employ for stakeholder involvement.**

ALTERNATIVES:

1. Approve the 2025 accomplishments of the Historic Preservation Commission (HPC) and the Work Plan for 2026, as described in the 2025 Certified Local Government Report and direct the Mayor to acknowledge presentation of the report and authorize the report to be submitted to the State.

Note that subsequent Planning Division Work Plan prioritization by City Council would apply to significant Chapter 31 updates.

2. Direct staff to modify the Work Plan.
3. Refer the Work Plan and Report back to the HPC for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

The HPC has documented its accomplishments for 2025 and has developed a 2026 Work Plan that represents its priorities for the current calendar year. The Work Plan focuses on resources utilized by the HPC. Most of the work can be accomplished within current budgets and support levels, with the exception of any expectation for significant neighborhood engagement regarding significant changes to Chapter 31.

Approval of the Work Plan with the understanding that Chapter 31 updates regarding Item 5 above would require more discussion with the Council and prioritization would be acceptable to comply with CLG requirements. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, as described above.

ATTACHMENT(S):

[Attachment A - 2025 CLG Annual Report Excerpts.pdf](#)

[Attachment B - Work Plan - 2026.pdf](#)

Attachment A

(Portion of the Ames 2025 CLG Report)

8.1 Describe your community's historic preservation activities in this calendar year.

- 2025 Work Plan – On January 13, 2025, the Ames Historic Preservation Commission approved the draft 2025 Work Plan for the year. It was approved by the City Council on February 25, 2025.
- Awards Program – In January and February, nominations were received for the 2025 Annual Historic Preservation Awards Program.
 - The Ames Historical Society received an award for rehabilitation of the former Ames Pantorium building, now part of the Ames History Museum at 416 Douglas Avenue.
 - Keeping the Past Alive – awarded to Shellie Orngard for the historic preservation of her single-family home at 928 Burnett Avenue
 - Keeping the Past Alive – awarded to Karen Lasche for historic preservation of her single-family home at 911 Burnett Avenue
- National Historic Preservation Month Proclamation – On April 22, 2025, the City Council made a proclamation in observance of May National Historic Preservation Month.
- HPC Budget – The Ames City Council approved a fiscal year 2025/26 budget of \$2,000 for historic preservation activities. The funding is to be used for training and conferences for members of the Ames Historic Preservation Commission (\$1,000), as well as for the Historic Preservation Annual Awards Program, tours, brochures, and other educational programs (\$1,000).
- Ames Historical Society Funding – Additionally, the Ames City Council granted \$59,500 to the Ames Historical Society for the 2025/26 budget.

8.2 Describe your community's assistance with preservation issues or projects in this calendar year. *Please be specific (address(es) of the property(ies), issue(s), and assistance provided).

- City staff and the HPC reviewed applications for approval of alterations, demolitions, and new construction on the following properties in the Old Town Historic District:
 - 307 8th Street – roof replacement (Approved Administratively)
 - 317 9th Street – demolition of detached garage (Approved by HPC)
 - 722 Burnett Avenue:
 - Install vinyl siding (Approved by HPC)
 - New gutters and downspouts (Approved Administratively)
 - 809 Burnett Avenue:
 - Removal of a chimney (Approved by HPC);
 - Construction of a faux chimney (Approved by HPC);
 - Removal of a window at the rear (Approved Administratively)
 - 702 Clark Avenue:
 - Installation of a deck (Approved Administratively)

- Replacement of a door (Approved Administratively)
 - Elimination of a window opening on the rear (Approved by HPC)
 - Elimination of a window on the side (Approved by HPC)
 - Replacement of wood windows (Approved Administratively)
- 722 Clark Avenue:
 - Install new porch flooring (Approved Administratively)
 - New porch column bases and new balustrades and handrails (Approved Administratively)
- 825 Clark Avenue – roof-mounted solar array (Approved Administratively)
- 709 Douglas Avenue – new fence (Approved Administratively)
- 704 Duff Avenue – new fence (Approved Administratively)
- 704 Kellogg Avenue:
 - Demolish detached garage (Approved by HPC)
 - New detached garage (Approved by HPC)
 - Amended new detached garage (Approved by HPC)
- 803 Kellogg Avenue – new cellar door (Approved Administratively)

A Certificate of Appropriateness (COA) was issued by the Planning Department for each project. A total of 21 Certificates were issued in 2025. Staff reviewed 12 and the Historic Preservation Commission reviewed 9.

- On May 1, 2025, the Iowa State Government enacted legislation mandating that cities and counties allow Accessory Dwelling Units (ADUs). The law went into effect on July 1, 2025. The City of Ames already allowed ADUs, but the new law required changes to City code. In response, staff presented relevant amendments to the HPC, which reviewed and commented on the proposed ordinance. Council adopted the new Rental Housing Code, Zoning Code, and Historic Preservation Districts Code language on June 24, 2025.

8.3 Please describe your community's public education programs in this calendar year. *Please provide specific details such as date of event, description of the event, how many people participated, whether the commission partnered with other organizations.

- The City of Ames Historic Preservation Commission (HPC) joined several other organizations in hosting “A Glimpse Inside,” from 10 a.m. to 3 p.m. on Saturday, Oct. 18. This one-day event showcased historic and architectural resources at 10 locations in Ames’ Old Town National Register Historic Districts and Main Street. The event was free and open to the public. Hosts at each location provided additional information about the property, stories about how people connected to the locations helped to shape Ames, and details about how the structures have been preserved, restored, and adapted for use today.
- Awards Program – In January and February, nominations were received for the 2025 Annual Historic Preservation Awards Program.
 - The Ames Historical Society received an award for rehabilitation of the former Ames

Pantorium building, now part of the Ames History Museum at 416 Douglas Avenue.

- Keeping the Past Alive – awarded to Shellie Orngard for the historic preservation of her single-family home at 928 Burnett Avenue
- Keeping the Past Alive – awarded to Karen Lasche for historic preservation of her single-family home at 911 Burnett Avenue

9. Were there any issues, challenges, or successes your preservation commission encountered or accomplished this year?

Issues –

- HPC identified an inability to address energy efficiency with the existing historic preservation tools.
- HPC also identified how the historic preservation requirements interfered with the City’s goal of “livability”

Challenges –

- HPC felt that Chapter 31 did not provide enough guidance for review. The Commissioners did a review to request staff make revisions.
- Additionally, the HPC created a subcommittee to:
 - Review code
 - Presented findings
 - Suggested edits

Successes –

- A notable success for 2025 was the continued progress of the National Register Nomination for the Chautauqua Park and Ridgewood Additions, which includes 150 properties. This project received a Certified Local Government (CLG) Grant to prepare the nomination. The City hired NHPA Consultants LLC, with offices located in Fort Dodge, Iowa, to prepare the nomination. Work on the nomination began on July 1, 2024. The project has been submitted to SHPO for review.
- The Downtown Façade Improvement Program was modified to include funding for maintenance of properties that are contributing resources to the Ames Main Street Historic District. Mailings were sent to eligible properties. The first funding round in which these grants were eligible was in the spring of 2025. Funding was awarded to three projects, approved by the City Council at the meeting on June 10, 2025.
 - 136 & 138 Main Street
 - 202 Main Street
 - 313 Main Street
- Additionally,
 - The City of Ames continues to provide funding to the Ames Historical Museum for a variety of services including education and research.
 - The City of Ames Historic Preservation Commission had representation by Devon Lewis, Kate Gregory (HPC Members), and Ray Anderson (City Staff Liaison to the HPC) at the 2025 Preserve Iowa Summit in Mount Pleasant, Iowa, held in June 2025.

- Granting Certificates of Appropriateness. Review of applications resulted in the timely issuance of 21 Certificates of Appropriateness for 11 properties.
- The Historic Preservation webpage on the City of Ames website continues to be regularly updated. It is frequented by the public and the Commission as a tool for public awareness about historic preservation in Ames and as a resource for information.

14. Based on the work plan submitted last year for your commission please provide a self-assessment of the progress your commission made on the initiatives and programs that were identified last year.

2025 WORK PLAN – [ACHPP” = Ames Comprehensive Historic Preservation Plan]

Educate the Public Concerning the Value and Benefit of Historic Preservation [GOAL #4, ACHPP]

- Facilitate the dissemination of historic preservation information. [Objective 4.C, ACHPP]
 - Collaborate with the Ames History Museum to host a community “history” event in 2025. [Objective 4.A, & 1.C, ACHPP].
 - Reach out to Old Town Historic District property owners with educational materials on preserving and improving historic properties. [Objective 2.C & 4.C, ACHPP]
 - Continue to keep the Historic Preservation webpages updated. [Objective 4.B & C, ACHPP]
- Continue with funding for training of Commission members and developing educational resources about Ames history and historic resources. [Objective 4.C, ACHPP]
- Participate in educational opportunities afforded by the 2025 Preserve Iowa Summit, June 5-7 in Muscatine, IA. [Objective 5.A, ACHPP]
- Continue Historic Preservation Commission Annual Historic Preservation Awards Program, and present awards with the Mayor at a City Council meeting in April or May. [Objective 4.C, ACHPP]
- Continue to recognize May as Preservation Month with a Proclamation by City Council. [Objective 4.C, ACHPP]

ASSESSMENT OF PROGRESS in 2025:

- Dissemination of Information – The Ames City Council funded \$59,500 to the Ames Historical Society as described in question 8.1.
- On October 18, 2025, the HPC did collaborate with the Old Town Neighborhood Association, KHOI Community Radio, the Ames History Museum, and Downtown Ames to host “A Glimpse Inside”, which offered tours of historic properties.
- The HPC did support the Public Engagement Meeting on the draft of the Chautauqua Park-Ridgewood historic district nomination.
- Training- Funding for HPC training was included in the City budget by the Ames City Council. Commissioner Devon Lewis, Commissioner Kate Gregory, and Ray Anderson (City Staff Liaison to the HPC) participated in the 2025 Preserve Iowa Summit in Muscatine, Iowa, held on June 5-7, 2025.
- Awards – The 2025 Awards Program honored one institution and two individuals for their significant contributions to historic preservation, as described in question 8.1.

- Proclamation – The Mayor and City Council made a proclamation on April 22, 2025, to recognize May as Preservation Month.

Promote the Economic Development and Vitality of the City through Historic Preservation. [GOAL #6, ACHPP]

- Review Tax Credit speaker opportunities for 2024. [Objective 2.B & 4.A, ACHPP]
- Continue granting Certificates of Appropriateness in a timely manner. [Objective 3.E, ACHPP]

ASSESSMENT OF PROGRESS in 2025:

- The Commission continues to pursue options for a speaker to discuss tax credit opportunities.
- Certificates of Appropriateness (COA) – The timely granting of COAs continued in 2025 as in past years as described in question 8.1. City staff has the authority in Chapter 31 to issue a COA for alterations to existing structures provided the alterations are consistent with the Design Guidelines and Design Criteria. Approval from the Historic Preservation Commission is required for all new construction or any building addition that increases the amount of gross floor area.

Enhance municipal policies to protect historic resources and implement policies through identification, effective legislation, and efficient regulatory measures. [GOAL #3, ACHPP]

- Consider changes to Chapter 31, Historic Preservation, in the Municipal Code to allow exterior materials on historic structures that would meet the standards and be energy efficient.

ASSESSMENT OF PROGRESS in 2025:

- Chapter 31 continued to be reviewed during 2025. The Commission established a few subcommittees to examine the code.
- The HPC made recommendations to City Council regarding the use of double-pane windows for historic properties.

Continue to Use the Ames Comprehensive Historic Preservation Plan as a Working Document. [Objective 5.C, ACHPP]

- Review the Ames Comprehensive Historic Preservation Plan Report and determine next year’s priorities and Work Plan, in November or December. [Objective 5.C.1, ACHPP]
- Obtain approval from the City Council for priorities determined by the Commission following each review of the Ames Comprehensive Historic Preservation Plan Report. [Objective 5.C.2, ACHPP]

ASSESSMENT OF PROGRESS in 2025:

- In December 2024 and January 2025, the Ames Historic Preservation Commission discussed and approved the draft 2025 Work Plan, based upon the priorities in the Ames Comprehensive Historic Preservation Plan.
- Approval by the City Council of the 2026 Work Plan, as part of the 2024 CLG Annual Report, will be on the City Council Agenda in February 2026.

Attachment B
(Work Plan – 2026)

PROPOSED – 2026 WORK PLAN – [Note: “ACHPP” = Ames Comprehensive Historic Preservation Plan]

Educate the Public Concerning the Value and Benefit of Historic Preservation [GOAL #4, ACHPP]

- Facilitate the dissemination of historic preservation information. [Objective 4.C, ACHPP]
 - Support a community “history” event in 2026. The event in 2025, “The Glimpse”, was considered a success and the intent is to host it again [Objective 4.A, & 1.C, ACHPP].
 - Continue to keep the Historic Preservation webpages updated. [Objective 4.B & C, ACHPP]
- Continue with funding for training of Commission members. [Objective 4.C, ACHPP]
 - Participate in educational opportunities afforded by the 2026 Preserve Iowa Summit on June 2-3 in Ankeny, IA. [Objective 5.A, ACHPP]
- Continue Historic Preservation Commission Annual Historic Preservation Awards Program, and present awards with the Mayor at a City Council meeting in April or May. [Objective 4.C, ACHPP]
- Continue to recognize May as Preservation Month with a Proclamation by City Council. [Objective 4.C, ACHPP]
- Offer the Old Town Neighborhood information to include in their Newsletter regarding Historic Preservation District Requirements.
- Consider speaker opportunities, such as Daniel Clark, for the public and HPC related to tax credits, targeted at Old Town and Chautauqua Park. This could include a representative from SHPO.
- Identify opportunities to engage with local realtors about historic preservation. This goal is aimed at helping to inform potential home buyers of the rules for modifications in historic districts.

Promote the Economic Development and Vitality of the City through Historic Preservation [GOAL #6, ACHPP]

- Continue granting Certificates of Appropriateness in a timely manner. [Objective 3.E, ACHPP]
- Continue support for Historic Preservation Façade Grants for Downtown Historic District Contributing Structures

Enhance municipal policies to protect historic resources and implement policies through identification, effective legislation, and efficient regulatory measures. [GOAL #3, ACHPP]

- Consider changes to Chapter 31, Historic Preservation, in the Municipal Code to allow exterior materials on historic structures that would meet the standards and be energy efficient.
 - HPC has proposed new language related to double pane windows
 - HPC has proposed new language regarding allowance for infill of openings
 - HPC might consider addressing vinyl siding alteration
- Consider changes to historic material requirements for substitute materials (such as vinyl siding) and for replacement of non-compliant materials.
- Research how other cities handle exceptions to the use of historic materials, such as aluminum siding.
- Consider how to address nonconforming structures in historic districts.

Continue to Use the Ames Comprehensive Historic Preservation Plan as a Working Document. [Objective 5.C, ACHPP]

- Review the Ames Comprehensive Historic Preservation Plan Report and determine next year's priorities and Work Plan, in November or December. [Objective 5.C.1, ACHPP]
- Obtain approval from the City Council for priorities determined by the Commission following each review of the Ames Comprehensive Historic Preservation Plan Report. [Objective 5.C.2, ACHPP]

Staff Report

**REQUEST FROM THE HISTORIC PRESERVATION COMMISSION REGARDING
WINDOWS AND INFILL OF OPENINGS**

February 24, 2026

BACKGROUND:

On December 16, 2025, City Council referred to staff two zoning text amendment requests from the Ames Historic Preservation Commission (HPC) (see Attachment). The requests pertain to Double Pane Windows and Infill of Openings:

Double Pane Windows:

The first requested change includes explicitly stating that double pane windows are allowed as an acceptable window type to increase energy efficiency of historic structures and including definitions for *Double Pane Windows, Multi-Pane Windows, and Muntin Bar*. Currently, Chapter 31 does not explicitly allow or disallow double pane windows, nor are there added definitions for clarity when referencing window details.

The current regulations applied by staff focus on use of historic materials for windows and do not address multi-pane window types. Staff's understanding is that the current window design criteria and guidelines would still apply. However, the change would essentially allow for double pane windows without consideration of the of the standard of repair of existing versus replacement.

Staff researched the requested changes and provided the initial findings to the HPC in October before the Commission formulated its recommendations. The communities that staff consulted with, Iowa City and Dubuque, did not have historic preservation guideline language regarding double pane windows; instead, they prioritized the retention and repair of original windows, as well as non-invasive weatherization techniques to increase energy efficiency versus replacement.

It is staff's understanding that the HPC requests are not intended to alter the existing historic requirements, but to allow increased energy efficiency when they otherwise meet the historic material and profile requirements of an appropriate window. The structure, form and materials should be sensitively treated to preserve the building's character. Depending on how the double pane window language is written, the priority of historic character vs. modern window design will be defined.

Infill of Openings:

The second request is to amend Chapter 31 to provide clear guidance related to when, or whether, to allow for the infill of window openings. An example of this issue would be someone wanting to fill in a window as part of remodeling project of a room.

The request to address this issue follows the Commission's review of a Certificate of Appropriateness where the Commission found that Chapter 31 does not provide standards or guidance on window removal or infill to make an adequate decision. There was a mixed history of whether to approve or deny such requests as precedence for the decision.

Before making this request, the HPC considered language from other cities, and believes that addressing the issue directly would be appropriate to assist homeowners with understanding what alterations would be permissible. **The Commission requests to add specific window infill language stating when window removal or infill is appropriate, as well as specifying that any window infill must be architecturally consistent with the historical structure.**

Staff also reviewed language from Iowa City related to how infill of openings may be permitted by the HPC and reviewed this with the HPC in October.

OPTIONS:

Option 1. Direct staff to prepare a Text Amendment to allow double pane windows in historic districts as well as add and revise definitions to add clarity on Double Pane Windows, Multi Pane Windows, and Muntin Bar.

Council could amend Chapter 31 to explicitly allow double pane windows and improve or add definitions. During a text amendment process final language and guidance regarding how to apply it would be developed.

Option 2. Direct staff to prepare a Text Amendment to add code language regarding the removal and infill of windows.

This option would provide clear guidelines to Chapter 31 regarding the removal or infill of windows. The HPC has reviewed several applications for window infill over the years and has a mixed history of approving or denying applications. The request looks to provide language that would provide a consistent approach and determination. During a text amendment process final language and guidance on the removal or infill of windows with the limits of meeting the historic materials and character defining feature requirements would be developed.

The intent is to apply guidance allowing window infill to side and rear facades, but not front facades. Infill could be approved on an historic side or rear façade if it met the guidelines.

Option 3. Direct staff to prepare a Text Amendment to allow double pane windows AND address removal and infill of windows.

Council could amend Chapter 31 to allow the requested changes from both Option 1 and Option 2.

Option 4. Make No Changes at This Time

If the Council is satisfied with City standards within Chapter 31, *Historic Preservation Districts*, or finds the requests to allow alterations that would negatively impact the historic district, no

change is required.

Under this option, the Historic Preservation Commission will continue to review applications on a case-by-case basis and only allow changes that will not be harmful to the historic character of the district. Window changeouts would be subject to the current standards, and if they are met could still allow for new double pane windows. Infill of openings is less clear regarding whether it is permitted, but based on past practice it could be considered by the HPC without well defined standards.

STAFF COMMENTS:

Enhanced energy efficiency and reviewing Chapter 31 are designated Historic Preservation Commission tasks from its 2025 Work Plan. Through Commission research and applying the existing guidelines when reviewing Certificate of Appropriateness applications, the HPC has identified areas of desired improvement.

The existing guidelines do not explicitly disallow or allow double pane windows, nor do they provide the Commission, or staff, with clear direction regarding window removal and infill. If double pane windows were allowed, the added definitions would provide increased clarity regarding the differing window features to ensure there is no confusion by the new term within the code.

While increasing energy efficiency and identifying areas of improvement within the Code are important goals of the Commission, all historic structure alteration shall maintain the existing historic character whenever possible. However, staff has not found in its initial research that allowing double-pane windows is a recommended alteration to a historic structure because it may modify the original character. This issue will be subject to more review of language if the text amendment is initiated.

The removal or infill of windows was allowed by other communities when specific criteria had been met relating to the location of the window. The HPC informed staff that its intent is not to provide guidelines or language that would directly conflict with the goal to preserve, but to allow alterations that may help improve a structure when it is appropriate to do so.

A representative of the HPC will be present to discuss the proposal with the City Council at the February 24 meeting.

If City Council decides to proceed with any text amendment, two steps must be decided. The first is to decide what level of input from the public is necessary before adopting new standards. As a text amendment, no specific public notice is required other than a published newspaper notice. Staff believes that at a minimum, a mailing to all properties in the Old Town Historic District prior to review by the HPC of final text would be expected. Council could also direct that a neighborhood meeting be held prior to presenting final text amendment language to the HPC.

The second issue is the timing of starting the text amendment process. Council will have also seen the proposed HPC workplan for the upcoming year before making a decision regarding this request. Council could determine to proceed with the text amendment process in May, or wait to review it in relation to other P&H workplan priorities at an upcoming Council meeting on April 14.

ATTACHMENT(S):
2025-12-04 HPC Memorandum to City Council.pdf

MEMORANDUM

TO: Ames City Council

FROM: Historic Preservation Commission

SUBJECT: Chapter 31 Revision Support

DATE: December 4, 2025

The Historic Preservation Commission (HPC) respectfully requests the City Council to authorize the Planning and Housing Department staff to draft proposed revisions to Chapter 31 of the Municipal Code relating to energy efficiency and window infill.

Energy Efficiency

As part of HPC's 2025 Work Plan, we sought to review Chapter 31 and consider changes to "allow exterior materials on historic structures that would meet the standards and be energy efficient," in accordance with Goal #3 of the Ames Comprehensive Historic Preservation Plan (ACHPP). We created a subcommittee and identified potential revisions pertaining to energy efficiency, outlined below.

Our proposed changes concern the explicit allowance of double-layer insulated glass (also known as double-pane glass) for windows. While the code doesn't explicitly prohibit these items, we believe the code should explicitly allow these items to eliminate any ambiguity. We propose the following additions be made to Section 31.13(13):

- That double-layer insulated glazing is explicitly permitted in windows. An item (k) can be added that reads as follows (or similar):
 - (k) Windows containing double-layer insulated glazing (also known as double-pane glass) shall be permitted.

We note that the inclusion of "double-pane glass" in the suggestion above may create confusion with the meaning of the word "pane," which is used throughout Section 31.14 to refer to the glass in a window sash (see Section 31.14(1)(c)(vii) for a description of Colonial Revival windows having a "multi-pane sash"). Because "multi-pane" and "double-pane" mean different things, we want to provide clarity and consistency between the Design Guidelines and the Design Criteria. We therefore propose the following changes:

- Revise the definition of "muntin bar" in Section 31.2(22) to be as follows (or similar):
 - Muntin Bar: a strip dividing a single window sash or casement into a grid system of smaller panes of glass, called "lights" or "lites."
- Add items (33) and (34) to Section 31.2 to provide definitions for "double-pane" and "multi-pane" windows as follows (or similar):
 - (33) Double-Pane Windows: Windows containing two layers of glass, separated by a space to reduce heat transfer and provide insulation (also known as double-layer insulated glazing)

- (34) Multi-Pane Windows: Windows wherein a sash or casement is divided by muntin bars into multiple panes or “lights,” creating a grid system of smaller panes of glass
- Revise the description for windows under the Queen Anne Design Criteria in Section 31.14(1)(b)(vii) to be as follows (revision italicized):
 - (vii) Windows Vertical emphasis. Double hung. Window sash with single *undivided* pane. Trim 4" to 6".

Window Infill

One of the duties of the HPC is to review Certificates of Appropriateness (COAs) for new construction, alteration, demolition, or relocation of contributing structures in the Old Town Historic Preservation District. In the past year, we encountered a COA application for which Chapter 31 provided inadequate direction. This COA concerned the removal and infill of a window on a contributing structure, and we found that the code lacked any provisions to help guide our decision.

It is for this reason that we are seeking Planning staff support to draft language pertaining to window removal and infill. In our research, we found that the Iowa City Historic Preservation Handbook provides guidelines for when a window is to be relocated or removed/infilled, and we wish to establish similar language in the Ames Municipal Code.

It is possible that the revision could be a single line provision under “windows” in Section 31.13(13), but it is paramount that the infill of a removed window be consistent with the architectural style, and we want to ensure that the language that is added is done thoughtfully and thoroughly. The assistance we are requesting from staff may warrant a review of other cities’ Historic Preservation code sections or discussions with their planning staff and HPCs to understand how they handle such alterations.

With this in mind, we request that the City Council authorize adding the following to the Planning and Housing Department’s work plan for 2026:

- Research Assistance: Review other cities’ historic preservation ordinances and information available from the National Alliance of Preservation Commissions (or other preservation organizations) that pertain to window removal and infill.
- Draft Sample Provision(s): Research and propose sample language from these resources to use in drafting revisions to Section 31.13(13)

In summary, we believe that revising provisions in Chapter 31 to include energy efficient materials and to address window removal and infill will improve the regulatory efficiency of the historic preservation ordinance and provide residents with more clarity with respect to alterations to their historic structures. With the help of City Planning staff, we hope to complete this project by the end of calendar year 2026.

Thank you for your consideration and support.

ITEM #: 22
DATE: 02-24-26
DEPT: PW

COUNCIL ACTION FORM

SUBJECT: RESIDENTIAL CURBSIDE RECYCLING PROGRAM CONTRACT

BACKGROUND:

The City plans to transition away from waste-to-energy and into the Resource Recovery and Recycling Campus (R3C) in early 2027. Because a significant part of the community's landfill avoidance goals are currently met through waste-to-energy, greater opportunities for recycling will be necessary to achieve meaningful landfill avoidance once waste-to-energy concludes. In addition to being better for the environment, the cost to dispose of recycling is less on a per-ton basis compared to landfilling the same amount of material. Therefore, recycling is an important tool in order to keep overall solid waste disposal costs low.

On August 12, 2025, staff presented a report to the City Council outlining these issues and describing the need for a residential curbside recycling program in Ames ([click here for the August 12, 2025 report](#)). Following that discussion, on November 8, 2025, the City Council received the results of a community survey regarding recycling ([click here for the November 8, 2025 report](#)). At that time, the City Council directed staff to initiate a request for proposal (RFP) for a residential curbside recycling collection contractor.

SCOPE OF SERVICES:

The scope of the RFP was to provide curbside recycling collection service for 13,731 residences. The included residences are all the single-family homes and multi-family properties in Ames containing up to four units. The vendor was asked to furnish 96-gallon carts to each residence in June 2026, with each residence being serviced on an every-other-week basis starting July 1. Materials collected include mixed paper, corrugated cardboard, glass (food and beverage containers), #1 and #2 plastic, and metals.

The selected hauler would transport the materials to a facility designated by the City (a recycling facility in Des Moines for the first year, then the R3C once it becomes operational). The City would be responsible for the costs of disposal of the recyclable materials.

The RFP requires that collection vehicles be outfitted with vehicle location systems and cameras to document collection issues. A preference was expressed for alternative fuels to be used by collection vehicles.

The costs for the collection contract will be billed to the City. The collection, disposal, and other program costs will then be billed to individual customers on their monthly City utility bills. Although the target customer base for this service is residential customers, the RFP requested that the vendors allow commercial customers to sign up for service through the City at the same pricing if they can also be serviced with a 96-gallon cart. Additionally, the RFP contained a list of City facilities that would be provided service at no additional charge.

In order to assist Resource Recovery System (RRS) partners in exploring their options for

recycling service, the RFP requested pricing for each vendor to provide similar services to each individual RRS community. Each RRS community may choose to enter into a contract with the selected hauler at the pricing that was quoted through this RFP. However, there is no obligation for any of the communities to do so, and they are free to issue their own RFP or implement their own recycling initiatives.

Pricing was requested for a five-year initial contract term, with a base rate proposed by each vendor for each year of the contract. The base rate is eligible to be adjusted up or down on a monthly basis using an industry standard fuel index.

At the conclusion of the five-year contract, the 96-gallon carts become the property of the City. The carts have been specified to meet ANSI standards, so they can be utilized by automated collection equipment that is standard in the industry in the event that the City chooses to contract with another provider at the conclusion of the initial contract term. The carts will not be branded with the hauler details, but instead will contain logos and information specific to Ames' curbside recycling program.

PROPOSAL EVALUATION:

The RFP was issued on December 11, 2025. On January 16, 2026, responses were received from five vendors. A team consisting of representatives of the Public Works Department and City Manager's Office evaluated the proposals. In addition to their written responses, each firm furnished one or more carts for evaluation by City staff. Proposals were evaluated on the basis of:

1. Qualifications and experience with recyclable waste collection and disposal. Customer service provided to past and current customers and references.
2. Adequacy of the proposed materials, equipment, timeline, and services to meet the City's needs.
3. Compliance with the draft Contract provided in the RFP
4. Organization, clarity, completeness, and responsiveness to the RFP.
5. Proposed fees (only City of Ames fees were considered in the evaluation).

Scores from the initial evaluation were as follows:

Firm	Proposal Merits	Proposal Cost	Initial Evaluation TOTAL
Ankeny Sanitation, Inc. Ankeny, IA	1170	655	1825
Aspen Waste Systems of Iowa, Inc. Ames, IA	1250	875	2125
LJP Waste Solutions (d/b/a The Trash Man, LLC) Webster City, IA	935	640	1575
Pratt Sanitation, Inc. Nevada, IA	870	445	1315

Waste Management of Iowa, Inc. Des Moines, IA	1230	560	1790
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Following the initial evaluation, the three top-scoring firms were invited to participate in an interview to further discuss their proposals. Interviews were scored on the basis of:

1. Adequacy of the implementation process
2. Approach to customer service
3. Use of technology, equipment, and communications to minimize contamination
4. Willingness to collaborate to meet the City's program goals.

The combination of the initial evaluation (including the merits and pricing points) and the interview scores resulted in the following total scores:

Firm	Initial Evaluation TOTAL	Interview TOTAL	COMBINED TOTAL SCORE
Ankeny Sanitation, Inc. Ankeny, IA	1825	1870	3695
Aspen Waste Systems of Iowa, Inc. Ames, IA	2125	1770	3895
Waste Management of Iowa, Inc. Des Moines, IA	1790	1980	3770

Based on the results of the interviews, staff is recommending that the City enter into a five-year agreement with Aspen Waste Systems of Iowa, Inc., of Ames, Iowa. Aspen emphasized its willingness to work with customers to address issues that may arise, such as material that is incorrectly set out for collection. Aspen will prepare a dedicated portion of its website for Ames recycling customers. Additionally, Aspen will utilize its existing Ames customer contact list to distribute information about the transition to a city-wide recycling program, and is willing to send city-wide mailings to supplement the planned City-paid mailings about the transition to the single curbside hauler.

Among the responding vendors, Aspen is the only one that would base its operations out of Ames. This provides the opportunity for any collection issues to be remedied within a few hours rather than the next day. Additionally, Aspen has offered to provide house-side service for any customers with mobility issues who would have difficulty bringing their cart to the curb for collection. The driver will walk up to the house, take the cart to the truck, empty it, and return the cart house-side. This service would be provided for customers who require it at no additional charge.

Aspen provided a unique alternative proposal for the other communities in Story County: in addition to offering curbside collection pricing, Aspen provided pricing to fabricate custom centralized drop-off boxes for each community and charge on a per-haul basis rather than monthly.

Finally, Aspen's proposed monthly per-customer fee is the lowest among the responding firms, and remains consistently the lowest throughout the five-year duration of the contract.

Aspen has indicated that for its existing recycling service customers in Ames (approximately 1,000), their carts will be collected and their recycling service will cease shortly before the start of the City's new recycling service on July 1. These customers will then receive new, City-branded recycling carts and will be picked up by the City's billing for curbside recycling.

PROPOSED MONTHLY PRICING:

The fee that would be charged to each eligible customer for curbside recycling consists of a combination of three main components:

1. The collection contract cost (includes the hauler's cost to provide carts and collection, which is roughly half of the total cost of providing the service)
2. Disposal costs (fees charged by the endpoint recycler plus the City's facility expenses and transportation from the R3C to the endpoint recycler in later years of the contract), and
3. Administrative costs (such as billing/customer service staff time, promotion/education, and a buffer to absorb some short-term fuel cost fluctuations).

Aspen provided per-household pricing for a five-year contract term. The first year pricing reflects hauling the collected materials to a facility in Des Moines or to the R3C (if open before July 1, 2027). The second and subsequent years include pricing for hauling to the R3C only. The first-year calculated collection contract cost with Aspen is \$659,088.

Staff performed financial modeling to project the necessary fee to operate the curbside recycling service. It must be emphasized that modeling is not a guarantee of the future conditions. There are several variables outside the City's control that could affect the fee that is needed to provide the service in the future. These include changes in fuel costs, recyclable commodity prices, the construction bids for the R3C and their impact on debt service expenses, and operating costs for the R3C.

In order to adequately pay for the program expenses and reduce the risk of larger increases to the recycling fee being necessary, City staff is recommending that the per-customer fee for recycling services be set at \$7.75 per month (or \$3.88 per collection), effective July 1, 2026. Staff will evaluate the program during the budget preparation process each fall and make a recommendation regarding the appropriate fee for each subsequent year. Disposal fees charged in other Iowa communities are provided in the attachment as a reference.

It is important to note that the collection contract requires that Aspen receive its collection fee for all eligible customers, not just the participating ones. Otherwise, it would be extremely challenging to estimate for the potential number of customers who would opt out, and that risk would translate to higher prices for the customers who choose to participate.

Similarly, a substantial amount of the expenses the City will incur for recycling are fixed costs and will not decrease if fewer households participate. Therefore, if an eligible customer is allowed to opt out of the curbside service, the City would still need to continue to charge that customer the monthly recycling services fee.

DELAY OF CONTRACT AWARD:

At the January 27, 2026 meeting, staff discussed the timing of the approval of the recycling program contract in relationship to the ordinance establishing the residential curbside program and adopting the fee. **In order to provide an opportunity to consider the program details and proposed fee, staff is recommending that the City Council receive this report and delay the award of the recycling hauling contract to the March 10, 2026 City Council meeting.**

ALTERNATIVES:

1. Accept the report and direct that the award of a residential curbside recycling collection contract be placed on the March 10, 2026 City Council agenda for final approval.
2. Refer this item back to staff for further information.
3. Accept the report and award a 5-year contract to Aspen Waste Systems of Iowa, Inc., of Ames, Iowa, for Residential Curbside Recycling Collection services beginning July 1, 2026.
4. Accept the report and award a 5-year contract to one of the other two finalists.

CITY MANAGER'S RECOMMENDED ACTION:

The RFP process for residential curbside recycling collection yielded several competitive proposals. After evaluation and interviews, staff believes that a contract with Aspen Waste Systems would represent the best value and service for the community's needs. Aspen's customer service approach, use of technology, unique offerings for the other communities in the Resource Recovery System, and pricing all meet or exceed the City's desired service level.

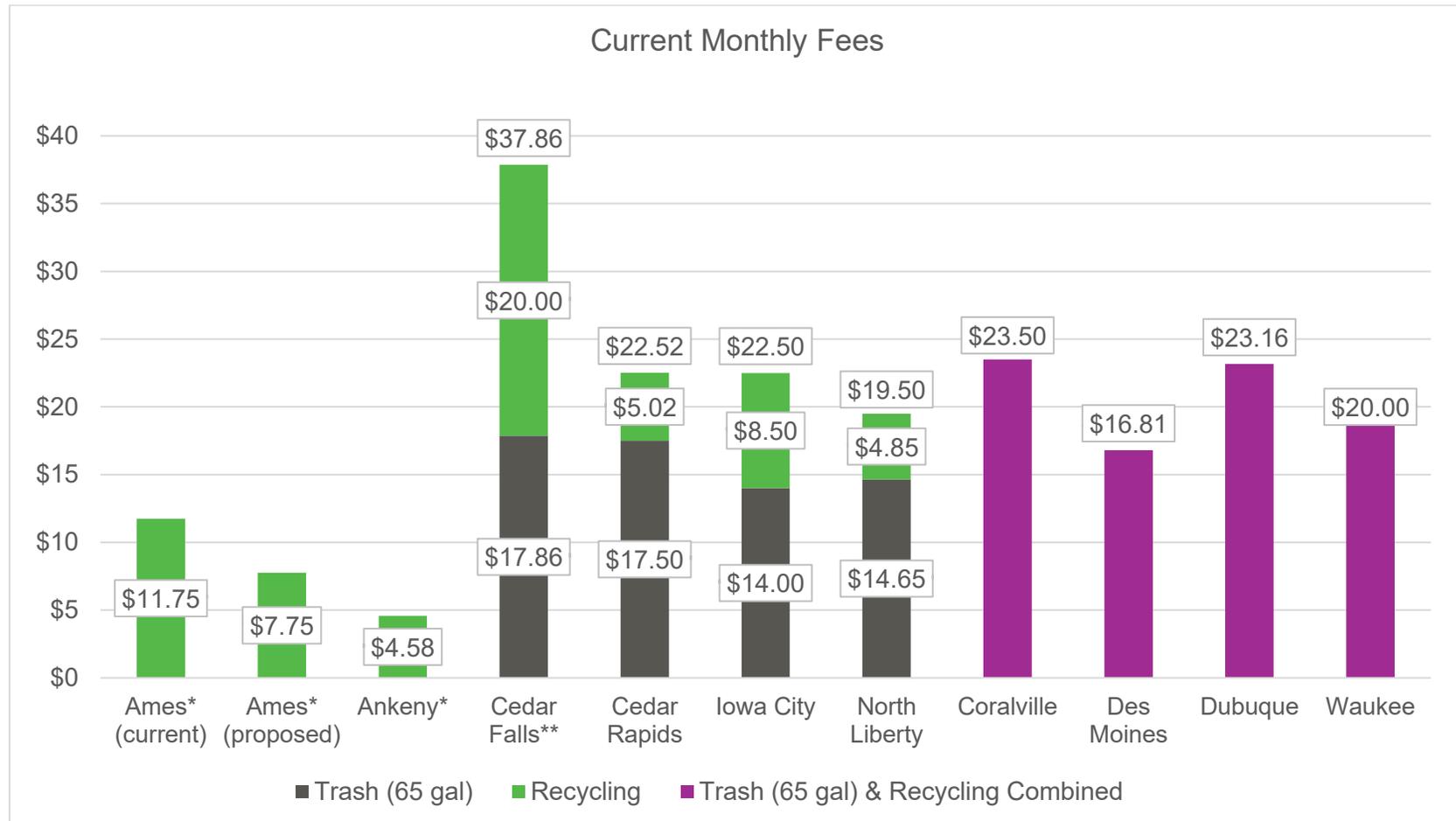
While the staff is recommending that a contract be awarded to Aspen Waste Systems, staff recognizes that this is a significant change in how recycling is conducted in the community. Therefore, staff believes it is important to provide the community an opportunity to understand the details of this proposed contract before the City Council approves it.

Delaying the award of contract until the March 10, 2026 City Council meeting will provide that opportunity while allowing the project to remain on schedule for July implementation. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, as described above.

ATTACHMENT(S):

[Trash and Recycling Fees in Iowa.pdf](#)

Trash and Recycling Fees in Iowa



*Ames & Ankeny: Free market for trash, pricing varies. Ames is also a free market for recycling; users must opt-in and the 'current' rate provided is an average of the two haulers who offer recycling.

**Cedar Falls: Free market for recycling, \$20 is the rate charged by the only hauler who offers weekly curbside recycling.

***Cedar Rapids: 35-gallon trash cart.

	Trash	Recycling	Trash & Recycling	Recycling Access	Recycling Cart Size (gal)	Recycling Pickup Frequency	Recycling Cart Ownership	Recycling Collection Operated By
Ames	Free market	\$11.75	-	Drop-off only	-	-	Free market	Free market
Ankeny	Free market	\$4.58	-	Universal	48 - 96	Biweekly	Waste Authority	Contractor
Cedar Falls	\$9.46 - \$27.84	\$20.00	\$29.46 - \$47.84	Drop-off only	-	-	Free market	Free market
Cedar Rapids	\$17.50	\$5.02	\$22.52	Universal	65	Weekly	City	City
Coralville	-	-	\$20.67 - \$23.50	Universal	65	Weekly	City	City
Des Moines	-	-	\$16.81 - \$17.91	Universal	96	Biweekly	City	City
Dubuque	-	-	\$17.25 - \$32.53	Universal	18 - 96	Weekly	City	City
Iowa City	\$14.00	\$8.50	\$22.50	Universal	65	Weekly	City	City
North Liberty	\$7.65 - \$14.65	\$4.85	\$12.50 - \$19.50	Universal	65 - 96	Weekly	Contractor	Contractor
Waukee	-	-	\$20.00	Universal	65 - 96	Weekly	Contractor	Contractor

ITEM #: 23
DATE: 02-24-26
DEPT: PW

COUNCIL ACTION FORM

SUBJECT: G.W. CARVER AVENUE AND CAMERON SCHOOL ROAD INTERSECTION IMPROVEMENTS

BACKGROUND:

The intersection of G.W. Carver Avenue and Cameron School Road lies on the boundary between the City of Ames and Story County and is shown on the [Roundabout Location Map](#) for reference. This intersection has been identified as a critical location for future transportation improvements due to projected traffic growth associated with planned and approved development in the surrounding area, including The Bluffs at Dankbar Farms and the proposed Greenbriar development, which have been the subject of incentive packages previously reviewed by City Council (see P&H Department Staff Reports #1 and #2).

The initial Dankbar development agreement contemplated that developer funded transportation improvements at the intersection would be in the form of a signalized intersection, allowing for incremental improvements over time. Further refinement of design elements have indicated that a roundabout is a preferred improvement due to the increases in safety regarding speed management and benefits for crossings by multimodal users. Additionally, roundabouts are more cost effective to maintain over the long term due to no signalized equipment to maintain.

It should also be noted that the Ames Area Metropolitan Planning Organization (AAMPO) 2050 Metropolitan Transportation Plan (MTP) identifies a roundabout improvement at this location as Project N-47. Inclusion in the adopted MTP establishes consistency with regional transportation planning goals and supports future consideration of federal and state funding opportunities.

Following several City Council discussions regarding developer incentives and long-term corridor improvements, the Mayor sent a letter dated January 30, 2026 ([see Mayor's letter](#)) to the Story County Board of Supervisors requesting County participation in evaluating a roundabout improvement at the G.W. Carver Avenue and Cameron School Road intersection, consistent with the preferred treatment identified in the Metropolitan Transportation Plan. The Board of Supervisors voted to support moving forward with preliminary design of a roundabout.

The attached Memorandum of Understanding (MOU) between the City of Ames and Story County establishes a framework for shared participation in an initial phase of work focused on feasibility and funding readiness. The scope of this phase includes:

- Preparation of a preliminary engineering design sufficient to identify right-of-way impacts;
- Development of a detailed Opinion of Probable Construction Cost (OPC); and
- Preparation and submittal of a site-specific application to the Iowa Department of Transportation's Traffic Safety Improvement Program (TSIP).

Under the MOU, the City of Ames and Story County would share the actual costs of this initial phase on a 50/50 basis. The City would lead the selection of an engineering

consultant in accordance with City of Ames procurement policies and procedures. Story County engineering staff would participate in the consultant selection process and remain engaged throughout the project in a collaborative partnership role. Story County's total financial participation in this phase would be capped at \$50,000.

The City would initially pay the full cost of the preliminary engineering services and would seek reimbursement from Story County for its 50 percent share, not to exceed \$50,000. Funding for the City's share is expected to come from unobligated American Rescue Plan Act (ARPA) funding. No construction funding is included or authorized as part of this action.

The MOU does not obligate either party to proceed with final design or construction. Any future phases of the project would be subject to separate approvals by the City Council and the Story County Board of Supervisors.

Story County approved the MOU at its February 10, 2026 meeting ([see attached MOU](#)).

NEXT STEPS:

Upon mutual approval of the MOU, City staff would initiate a solicitation to hire an engineering consultant. The anticipated schedule would allow completion of the work in time for submittal of a TSIP grant application in August 2026. Subject to the timing of procurement and consultant selection, staff would anticipate returning to the City Council in April with a proposed engineering agreement for consideration.

Following completion of the preliminary engineering and receipt of a refined Opinion of Probable Construction Cost (OPC), the City and Story County would evaluate potential options to program a roundabout improvement in a future year of the Capital Improvements Plan (CIP). The timing of any future construction phase would depend on the availability of local funding, financial participation by Story County, and the potential receipt of grant funding or other external funding sources. The goal would be, if awarded a State grant and if both parties desire to proceed, that the roundabout construction could occur in FY 2027/28.

ALTERNATIVES:

1. The City Council can do the following:
 - a. Approve the Memorandum of Understanding with Story County to share preliminary engineering and TSIP grant application costs for evaluation of a potential roundabout at the G.W. Carver Avenue and Cameron School Road intersection.
 - b. Direct Staff to allocate \$50,000 from unobligated ARPA funds to support the City's share of the preliminary engineering and grant application work.
2. Direct Staff to develop alternative approaches to program a roundabout.
3. Direct Staff to not pursue a roundabout and program a signalized intersection.

CITY MANAGER'S RECOMMENDED ACTION:

By approving this agreement, the City will partner with Story County to advance the development of a roundabout option that is anticipated to improve safety and operational performance at a critical suburban intersection and accommodate planned housing growth in the northwest area of the community.

While the City and County evaluate the feasibility of a roundabout, the adjacent developers intend to continue with their development plans. If the roundabout project does not ultimately proceed, responsibilities for intersection improvements and signalization would still need to be finalized in conjunction with existing and future developer agreements. Therefore, it is the City Manager's recommendation that the City Council approve Alternative 1 as shown above.

ATTACHMENT(S):

[Roundabout Location Map](#)

[GWC Roundabout Letter from the Mayor](#)

[Incentives Staff Report Dec 9th](#)

[Roundabout Planning Dept Staff Report Dec. 16th](#)

[MOU - Signed by Story County](#)

G.W. Carver Avenue & Cameron School Road Roundabout Project (N-47)





To: Story County Board of Supervisors
From: Mayor John A. Haila – City of Ames
Date: January 30, 2026
Subject: George Washington Carver/Cameron School Road Roundabout Partnership

The City of Ames has been working closely with area developers adjacent to the George Washington Carver/Cameron School Road intersection to navigate a path forward for housing and commercial developments in the area. Traffic improvements to the intersection of George Washington Carver and Cameron School Road have been identified as needed. The Ames City Council discussed potential road projects as part of its December 16, 2026 meeting. At this meeting, City Council determined that we wanted to reach out to the Board of Supervisors regarding your willingness to partner with the City on a roundabout project for the intersection of Cameron School Road and GW Carver.

As the Board of Supervisors may recall at the time of annexation of the Dankbar Farms property, there was a discussion of improvements for GW Carver/Cameron School Road partially in the City and partially in the County. A traffic signal was initially proposed for the intersection to address the necessary traffic infrastructure improvements to allow for incremental improvements as development occurs.

As development plans have been refined, the Ames Area Metropolitan Planning Organization (AAMPO), of which Story County is a member, has recently finalized the Metropolitan Transportation Plan (MTP) that indicates a roundabout is the preferred option at this location in the mid-term planning timeline when compared to a traffic signal. While the MTP does not dictate project types, timing, or funding, it does attempt to identify projects that can attain multiple benefits. The benefit of the roundabout includes management of speed with improved safety and multi-modal access. Additionally, roundabouts have a lower operating cost because there is not any traffic signal infrastructure requiring periodic maintenance.

Despite the MTP preference for a roundabout project for this area, its timing and financial viability are unknown because of timing of adjacent pending development. City staff estimates corridor improvements with a roundabout to be upwards of \$3 million. In order to move the potential roundabout project

forward as an immediate opportunity, preliminary engineering needs to be completed to refine the project scope and provide a more accurate cost estimate. If there is no interest in pursuing the project at this time, the opportunity may be lost due to development phasing and the use of a traffic signal system that would then be the default option.

Currently the north half of the George Washington Carver/Cameron School Road intersection is located within Story County, a quarter of the intersection is likely always planned to be within the County. Because of this, the City of Ames is requesting the Board of Supervisors partner with the City to determine the feasibility of the project and to construct the project as early as 2027, with the following steps:

- Preliminary Design: 50% shared cost with the City of Ames – request up to \$50,000 for Story County’s share of the preliminary design cost. Preliminary design to occur as soon as possible to refine project costs. The County Engineer has been in contact with the City’s Public Works staff and has discussed support for a Memorandum of Understanding (MOU) to partner in these costs. City staff have begun the process of preparing a MOU for Ames City Council and Board of Supervisors for review and approval, planned for February 2026 with Board support to move ahead.
- State Safety Grant Application: With a preliminary design and a refined cost estimate completed by the summer of 2026, the City and Story County can apply for a State DOT safety grant in the fall of 2026 for up to \$500,000 of funding. City staff would prepare the application in coordination with County staff.
- Roundabout Construction: Shared cost with the City of Ames – **request 25% of the cost of the roundabout related improvements (estimated at \$400,000), if the project receives a safety grant. Construction would be anticipated in FY 2027/28.**

If the Board of Supervisors believes that a roundabout is preferred solution for this intersection and is interested in being a funding partner, there is an urgency to address this option now. City staff believe there is a narrow window of time to determine feasibility and to leverage funding resources to make this project a reality in coordination with adjacent development.

With each step outlined above, there would be check in on whether to continue with development of the project. If financial support for a roundabout does not fit with the Supervisor’s goals and priorities, we would want to know this as soon as possible to avoid using everyone’s resources trying to implement an unrealistic project.

We thank you for your consideration of the City's request and look forward to a response. Staff is also available to answer any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "John A. Haila". The signature is fluid and cursive, with the first name "John" being the most prominent.

John A. Haila
Mayor

Cc:
Ames City Council
Steve Schainker, City Manager
Justin Clausen, Public Works Director
Kelly Diekmann, Planning and Housing Director
Renee Hall, City Clerk

Staff Report

DEVELOPER HOUSING INCENTIVE REQUESTS

December 9, 2025

BACKGROUND:

City Council reviewed a [staff report at its May 27 meeting](#) that described the original developer requests totaling approximately \$10 million dollars and policy questions pertaining to priority types of development, priority for near term development, and maximum amounts of financial assistance. Council requested staff provide more information and took no specific action related to the requests.

Staff met with development representatives during the summer to address City Council's My 27th comments and questions about the projects. [Staff provided an updated report on September 9th](#) that provided more details about the project and financial estimates for the incentives.

At the September 9th meeting, staff addressed information pertaining to:

- Developer responses to Council questions,
- categorization of pioneer and oversizing infrastructure,
- cost projections for three years and in total
- projected housing production over the next 3 years, by project,
- cost implications to City funds in the context of the original developer requests,
- a comparison of approaches from Waukee and Ankeny, and
- policy questions to guide the prioritization of incentives and options regarding total amount of incentives.

City Council reviewed staff's information and heard from Justin Dodge about the need for incentives and about the limitations on housing production in Ames, even with incentives. **Ultimately, City Council directed staff to formulate a package of options to help address the total cost of incentives and the timing of financial impacts to the City.** City Council indicated that any combination of funding sources, including TIF could be considered.

PROJECT SUMMARIES:

Attached to the report is a project location map and identification of the specific original requests for each project. The following is a summary of each project and their total financial request. The descriptions have been updated, as appropriate since the September meeting.

Hayden's Preserve

This development is a 170-acre site with Master Plan approval for up to 620 units. The developer intends to propose increasing the total units of this site to approximately 660 units with a split of approximately 550 single family and 110 multi-family, along with 5.5 acres of commercial. The single family is a combination of townhomes and detached single family. The developer was focused on a large first phase development concept that could include 50 detached lots, 176 townhomes, and 110 apartment dwellings.

The developer had put the site up for auction in September. The property did not sell at auction and is under control of same developer. They have indicated an interest to staff to continue with their incentive request and an updated master plan for the site.

The developer's total ask is estimated at \$3.5 million to \$4.7 million, depending on rural water territory buyout calculations. The developer indicates that this level of financial support is needed to make development of the site competitive with sites they are developing in other communities.

Auburn Trail

This development is 70 acres on the west side of Hyde with a master plan approval for 181 single family dwellings. The developer intends to increase density to approximately 200 units. Details regarding the first phase of development are unknown at this time.

The developer's total direct ask was estimated in September at \$486,000, depending on rural water territory buyout calculations.

Since May, Staff has reviewed a revised layout for the site the developer believes improves the financial viability of the site. **The developer noted in their recent response to staff that based upon their recent subdivision layout updates, with a reduced Xenia buyout cost to at least \$4,000 per acre, that the assistance represented in Option 2 of approximately \$365,000 would be sufficient to proceed with the project.**

Greenbriar

This development is a 150-acre site that was recently annexed into the city. The City Council has directed staff to address infrastructure improvements related to sewer, roads, and open space with a development agreement at the time of rezoning. The applicant has not yet applied for rezoning with a master plan for this site.

Based upon the Ames Plan 2040 designations, the development will include commercial, multi-family, and single family attached and detached homes. Staff estimates the plan may include 450+ dwelling units, split between 250 multi-family units and 200 single family units, plus 5-8 acres of commercial land. **The developer has recently submitted a request for City Council to consider a Comprehensive Plan amendment to modify the location of commercial development from the middle of the site to the corner of Cameron and GW Carver.**

Development of the site requires extension of an east/west sewer from Hyde Avenue that is related to the Hayden's Preserve project timing. The overall timing of Greenbriar and the sewer extension is unknown.

The developers have indicated that a first phase of single-family homes could be started next year without the Hyde trunk line extension if a "slip lining" project for an existing sewer segment in Moore Memorial Park is completed independent of the Hyde sewer extension. Staff estimates the slip line project would cost \$250,000 and could increase the capacity of this existing line to serve the southwest quadrant of the site, which may yield capacity for 100+ single family housing units.

The developer's total direct ask is estimated at \$4.1 million, plus additional park development costs that are not yet estimated. Additionally, the developer believes that even with the requested infrastructure assistance that the project is not financially feasible without an opportunity to generate a 20% return on investment of the land development. Therefore, they claim that a TIF rebate may also be required to develop the project with a reasonable return on investment.

Bluffs at Dankbar Farms Corner Outlot

This site is 20 acres in size and has been recently approved for rezoning of 6 acres of commercial and 14 acres for a Senior/Assisted Living facility.

The current development agreement for this site requires turn lane improvements on Cameron School Road and G.W. Carver Avenue at the developer's cost.

The developer's direct ask is estimated at \$1.2 million to complete turn lanes along Cameron School Road and GW Carver Avenue. Because of the existing development agreements, the developer is required to make these improvements with the next Bluffs plat and development of the corner site, which is anticipated to be within the upcoming year. The developer indicates that the City assistance would facilitate a quicker rate of development for their corner project and potentially the Bluffs townhomes to the west. It should be noted that the \$1.2 million request is not directly related to the construction of housing of townhomes to the west of the corner commercial site.

Domani I

The project has an approved Planned Residence District (PRD) plan that is partially built out. The extension of Cottonwood is triggered with the next phase of development. The current development agreement requires the extension at the expense of the developer. The remaining two phases include 11 additional Domani lots and 12 custom home lots for a total of 23 lots.

The developer's initial ask is estimated at \$371,000 for the full cost of the Cottonwood extension as a 31-foot residential collector street. After discussing timing and options with the developer, he has indicated that if the City committed to funding at least 50% of the road improvement that he would consider committing resources to completing other infrastructure and street improvements for Green

Hills to final plat all the remaining lots. If there is not an incentive to invest in this area now, there are other projects that he would prioritize first.

Ansley

Ansley is an approved Planned Unit Development with 170 residential lots. The approved development is a mix of attached and detached single family dwellings with one site intended for a commercial building. **As part of the original subdivision approval, City Council agreed to waive the developer's responsibility to pave ½ of Cedar Lane with the other half to be paid for by ISU.** ISU had inherited the partial paving obligation from buying land on the west side of Cedar Lane that was subject to development agreement with the City.

A development agreement memorializing the improvement requirements is on the agenda as a separate item. The estimated cost to the City for half of the roadway was \$250,000, but it would not occur in the next three years

Incentive Options:

The September 2025 report described a staff generated development phasing with projected incentives and housing production for the next three years (est. 110 units per year) and the totals for each project. The September report also utilized the developers original categories of incentive requests, which differed by project.

For this report, staff created a generalized approach for categorizing the incentive values to make them more easily comparable. Staff also utilized the same three-year horizon to create Options. Attached to the report are worksheets of incentive options for each of the five development projects seeking incentives at this time. The worksheets describe types of incentives and sources of funding for the incentives. Additionally, summary sheets are provided by Option to describe the collective funding sources and projected timing of the cost to the City. Table 1 below summarizes the incentive value by source for each option and Table 2 describes the incentive value per project for each option.

The Options are focused how the incentives can facilitate first phase construction of a project within the next three years and the costs to the City over three years. There have been no updates or other adjustment to costs estimates that were first described in May 2025. The estimates provided in this report are high level and, in many cases, projects will likely be more expensive for the City than represented here, especially in future years.

The Option 1 category for each development project generally represents the pioneer and oversizing projects described in September. Option 1 primarily utilizes the available ARPA funding with some additional local funds.

Option 2 expands the incentive range by adding additional pioneer type projects or expanding the financial assistance related to pioneer infrastructure projects. The financial

assistance substantially exceeds the ARPA funding and utilizes a variety of other local funding sources to increase the amount of incentives.

Option 3 adds additional incentives approaching the estimated “need” described by the developers, but not necessarily fully funding each request. The incentives do not solely utilize the pioneer and oversizing categories to guide the incentive type. Funding sources also include use of commercial and residential TIF in limited situations described in the summary sheets.

Table 1: Summary of Options by Source

Sources	Option 1	Option 2	Option 3
Road Use	\$ 250,000	\$ 541,000	\$ 541,000
GO Bonds	\$ 162,750	\$ 455,500	\$ 641,000
ARPA	\$ 2,700,000	\$ 2,700,000	\$ 2,700,000
Local Option Fund Balance		\$ 620,000	\$ 620,000
Sewer Utility	\$ 250,000	\$ 250,000	\$ 250,000
Water Utility	\$ -		
Connection Fees Water/Sewer Partial Waiver			\$ 370,000
TIF Commercial (Dev. Rebate)		\$ 600,000	\$ 1,900,000
TIF Residential Dev. Rebate			\$ 375,000
TIF Residential LMI Setaside			\$ 406,000
Total	\$ 3,362,750	\$ 5,166,500	\$ 7,803,000
Direct City Non-Federal Cost	\$ 662,750	\$ 1,866,500	\$ 2,052,000
ARPA Funding	\$ 2,700,000	\$ 2,700,000	\$ 2,700,000
Indirect Cost (Fee Waivers/TIF)	\$ -	\$ 600,000	\$ 3,051,000

Table 2: Summary of Options by Project

Project	Requested (3yr/Total)	Option 1	Option 2	Option 3	Est. Houses First 3 Years	Total Dwellings
Domani I	\$ 371,000	\$ 92,750	\$ 185,500	\$ 371,000	25	25
Greenbriar	\$1,700,000/ 4,100,000 +	\$ 1,020,000	\$ 1,840,000	\$ 2,740,000	75	450
Hayden's Preserve	\$ 2,800,000/\$3,600,000 +	\$ 2,000,000	\$ 2,185,000	\$ 2,800,000	125	660
Dankbar	\$ 1,200,000	\$ -	\$ 600,000	\$ 1,000,000	0	0
Auburn Trail	\$ 486,000	\$ 250,000	\$ 356,000	\$ 486,000	75	180
Ansley	Total \$250,000	\$ -	\$ -	\$ -	25	160
Residential TIF LMI Setaside 52%		\$ -	\$ -	\$ 406,000	-	-
Total	\$6,557,000/\$10,007,000 +	\$ 3,362,750	\$ 5,166,500	\$ 7,803,000	325	1475

Council should be aware that none of the incentive costs included in this report are currently part of the City’s 5-year CIP. Staff did not attempt to reprioritize already planned CIP projects to accommodate any incentive projects. Additionally, these incentives do not include any other potential requests for City participation in other types of pioneer infrastructure or oversizing that may be consistent with Plan 2040. Staff have included a list of other such potential projects as an attachment to this report as background for future consideration.’

RURAL WATER BUYOUT:

There is an underlying assumption referenced for the Auburn Trail and Hayden’s Preserve project that the City can renegotiate the buyout costs for development sites along Hyde

Avenue. This would benefit developers by having them pay a reduced cost of \$4,000 per acre compared to the current per unit cost of at least \$2,800. **This results in substantial savings of \$371,000 for Auburn Trail and \$1,200,000 for Hayden's Preserve.** The renegotiated buyout costs would be part of an updated water purchase agreement with Xenia that would be reviewed with City Council in the first quarter of 2026.

STAFF COMMENTS:

As the Council reviews the 15 different options to incentivize the housing developments, staff would highlight the following points:

- If all of the five developers are supported with the Option 3, the total subsidy would be approximately \$7,400,000 out of the estimated total \$10,000,000 requests.
- It is not required that you select Option 1,2, or 3 uniformly for all projects. Council can select different options level for each project or modify the options themselves.
- Staff has not verified developer suggested costs for projects, nor has staff been provided an opportunity to review any formal pro forma related to the financial feasibility of the projects to justify the incentive requests from the developers.
- The support to finance the five developers focuses only on creation of the subdivisions. There is no guarantee how quickly housing will be built, how many dwelling units will be built, and what will be the sales price or rent levels for the residential units in the subdivisions. The Council will have to decide if you want to establish certain conditions related to the granting of these incentive packages.
- Council should recall that the local development community indicated that current available construction resources would limit the number of homes produced to approximately 80 homes a year. This information would indicate that incentives alone would not substantially increase housing production and outside development resources are needed to increase production beyond 80 homes.
- The GW Carver/Cameron School Road Corridor improvements could be completed as independent developer led projects as shown in the project sheets or as a combined City corridor project. If Council elects to pursue a City led corridor project, staff will evaluate a traditional improvement versus a roundabout improvement and report back to Council in 2026. Staff would evaluate if a roundabout is feasible and could be completed at the same cost with partner funding as the original assumptions.
- The incentive options will support overall development of 1475 dwelling units, and it is hoped that these extraordinary incentives will yield near term increases in housing production.
- These incentive requests do not address other potential future pioneer and oversizing projects that may be needed for the other growth areas.

- There are some consistent pioneer projects that could be prioritized sooner rather than later while considering other incentives, such as the sewer slip lining and east west sewer projects.
- Staff realizes this is a complicated report and, therefore, no action must be taken at this meeting allowing time for the Council to adequately review the material. The issue should then be placed on a upcoming agenda for direction.

Staff Report

GW CARVER CAMERON SCHOOL ROAD ROUNDABOUT OPTION IN RELATION TO HOUSING DEVELOPMENT INCENTIVES

December 16, 2023

The Development Incentive Options Report currently assumes planned road improvements for GW Carver and Cameron School Road based upon a traditional 3-lane roadway section widening and a traffic signal at the Cameron School Road intersection. Road improvements are related to the Dankbar and Greenbriar projects. The road widening and traffic signals are treated as independent projects, allowing for more flexibility in timing and for how much incentive to provide to a project.

Alternatively, staff has identified an option related to Greenbriar and Dankbar that considers the combined GW Carver and Cameron School Road improvement needs as one corridor project, rather than independent development related improvements. The hybrid project would utilize a roundabout in lieu of a traffic signal at Cameron.

The rationale to combine the projects as a City corridor project relates to the Ames MPO Transportation Plan that identifies that in the medium-term horizon (after 2035) that a roundabout improvement is a preferred intersection treatment compared to a signal. The benefit of the roundabout in this situation is management of speed with improved safety and multi-modal access. Additionally, roundabouts have a lower operating cost because there is not any traffic signal infrastructure to constantly maintain. However, the developers have indicated a desire to have the intersection improved sooner than 2035, which is why it is part of the Developer Incentive discussion.

Despite the operational benefits, there are potential complications with pursuing a combined corridor improvement.

- There has been no preliminary engineering for a specific design of a roundabout.
- The roundabout will cost more than the projected lane widening and signal costs.
- MPO funds are already programmed for the next five years and cannot be utilized for this project in the near term, it would require local funding.
- The timing of the developers' interests would necessitate prioritizing the project with multiple steps to be constructed in FY2027-28.

Despite these issues, staff supports this roundabout option if costs can be mitigated with partner funding. Staff estimates that the combined costs for 1500 feet of corridor improvements that include a roundabout will approach \$3.0 million. The

roundabout component itself is estimated at \$2 million of the \$3 million total. The total cost will exceed the projected \$2.1 million requested by developers for lane widening and a signal at Cameron that was considered within Option 2.

To mitigate the cost differential, staff would propose the following steps to determine feasibility:

1. Identify local funding as a combination of ARPA (\$820,000), Dankbar Commercial TIF financing (minimum assessment agreement for \$600,000), and developer contribution from Dankbar for the differential up to \$600,000. This approach is described in Option 2 of the overall report.
2. Direct Public Works staff to begin preliminary engineering work for a roundabout intersection design and corridor improvements for approximately 1,500 feet of GW Carver at a cost of \$50,000 utilizing ARPA funding.
3. Request Story County funding assistance for preliminary design of up to \$50,000 and for 25% of the roundabout construction cost (est. \$400,000) with the request provided to the County by February 2026. Story County evaluates budget requests in February for road projects. The actual road construction funding would not be needed until FY 2027-28. **If there is no interest in partnering, the project would stop and return to lane widening and a signal.**
4. If Story County agrees to participate, an agreement will be completed for City staff/consultant to do preliminary engineering for a roundabout design and costs estimate and to apply in the Fall of 2026 for a competitive \$500,000 state safety grant.
5. If awarded the state grant, complete a 28E agreement with Story County, complete the road design, and bid the project for construction in FY 2027-28.

SUMMARY OF PROJECT FUNDING:

ARPA	\$820,000
Dankbar Commercial TIF with minimum assessment agreement	\$600,000
Dankbar Developer Maximum Contribution	\$600,000
Story County (25% of Round About)	\$400,000
State Grant	\$500,000
Previous Developer Contribution for Traffic Signal	\$80,000
TOTAL	\$3,000,000

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF AMES and STORY COUNTY, IOWA
FOR SHARING OF INITIAL COSTS FOR POTENTIAL ROUNDABOUT
IMPROVEMENT AT G.W. CARVER & CAMERON SCHOOL ROAD INTERSECTION**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of _____, 2026, by the City of Ames ("City"), 515 Clark Avenue, Ames, Iowa, and Story County, Iowa ("Story County"), 900 Sixth Street, Nevada, Iowa, hereinafter referred to as the "Parties." The Parties agree to the following:

- I. **PURPOSE.** This MOU is to clarify and set forth terms and conditions between the City and Story County regarding the sharing of costs for preliminary design and preparation of a DOT grant application for potential improvements to the intersection of G.W. Carver Avenue and Cameron School Road.
- II. **SITE DETAILS.** The Parties have identified the intersection as a corridor improvement project related to the development of real property lying within Story County. The southern half of the intersection is currently within the corporate limits of the City, and the northern half of the intersection is currently within the exclusive limits of Story County. Installation of a roundabout at the intersection is under consideration by the Parties, subject to appropriate further study on the impacts to design, traffic and overall cost.
- III. **TERM.** This MOU shall remain in effect for a term of two years unless extended by mutual written agreement of the Parties.
- IV. **OBLIGATIONS OF PARTIES.** The Parties acknowledge that the initial steps required to evaluate the appropriateness of a roundabout located at the subject intersection are as follows: (1) Preparation of a preliminary design sufficient to identify right-of-way impacts and development of a detailed opinion of probable construction (OPC) cost; and (2) Preparation and submittal of a Traffic Safety Improvement Program (TSIP) grant application to the Iowa Department of Transportation. As between the Parties, the City shall have the responsibility for procurement of the engineering consultant and for the preparation and submittal of the grant application. The City will submit the proposed contract documents and grant application to Story County for review and approval, which will not be unreasonably withheld or denied.
- V. **COST SHARING.** The Parties agree to equally share the actual cost of the aforementioned engineering services. The City shall pay the full cost of the engineering services initially. After the engineering services are paid by the City, the City shall submit to Story County an invoice setting forth the final expenses with supporting documentation, and Story County will reimburse the City for its fifty-percent (50%) share; however, Story County's share of the total cost shall be capped at a maximum of \$50,000 regardless of actual total cost.
- VI. **OBLIGATION TO PROCEED.** The Parties agree that this MOU obligates neither Party to construct the project described herein, fund construction or proceed with any future improvement to the intersection.

- VII. **HOLD HARMLESS.** To the extent allowed by law, each Party agrees to hold the other harmless from all third-party claims arising from this MOU.
- VIII. **ASSIGNMENT.** Neither Party may assign its rights or obligations under this MOU without the written consent of the other Party. The Parties do not intend to create any new legal entity by virtue of this MOU, and the provisions of this MOU shall not be deemed to have created a partnership or other legal entity.
- IX. **NOTICES/MISCELLANEOUS.** Notices relating to this MOU shall be in writing and shall be delivered by certified mail or commercial overnight courier at the addresses stated above and shall be deemed complete upon receipt. The failure of either Party to require performance of any term or condition of this MOU by the other Party shall not constitute a waiver to subsequently enforce such term or condition. The invalidity of one or more provisions of this MOU shall not affect the enforceability of the remaining provisions. The Parties' rights and obligations in this MOU that, by their nature, would continue beyond the termination of this MOU shall survive such termination.
- X. **COUNTERPARTS.** The Parties agree that this MOU may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

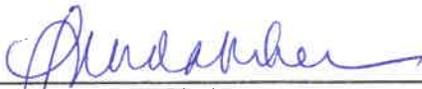
IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed by their authorized representatives as of the date first written above.

CITY OF AMES

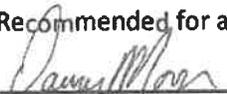
By _____
John A. Haila, Mayor

Attest _____
Renee Hall, City Clerk

**STORY COUNTY, IOWA
Board of Supervisors**

By 
Linda Murken, Chair

Recommended for approval by:

 2-4-26
Darren R Moon, P.E. Date

COUNCIL ACTION FORM

SUBJECT: ANNUAL TAX ABATEMENT CERTIFICATION

BACKGROUND:

The City Council has established Urban Revitalization Areas (URAs) which allow for the granting of tax exemption for the increased valuation of a property for projects that meet the criteria of each URA’s Urban Revitalization Plan. Every year, owners who have made improvements to property within the City’s URAs during the previous year may apply for tax exemption on the incremental added value of their properties, subject to the criteria of a URA Plan. The City Council must determine if the completed improvements meet the criteria in the Urban Revitalization Plan for the URA in which the property is located. If the City Council finds that the criteria are met, this approval is forwarded to the City Assessor, who then reviews each request and determines the amount of the exemption based on the increase in incremental valuation.

All of the applications in this report submitted for approval for 2025 improvements are related to the City-wide URA for ownership housing. (An additional application for URA tax abatement is the subject of another report on this agenda.) This year is the second year that new construction of single-family ownership housing is eligible for partial of full property tax abatement on the first \$500,000 of value added after April 26, 2024, as part of the Citywide URA that was approved by Council in 2024. Eligible properties can take advantage of a 5-year sliding scale of partial abatement.

City Council initiated the City-wide URA in response the low number of housing starts in 2023, with only 61 building permits issued for single-family homes. The following table outlines the housing starts over the past several years.

Housing Starts:

Year	Total for Year
2023	61
2024	59
2025	68

To apply for tax abatement the home must have had improvements completed after April 26, 2024. Improvements completed before April 26, 2024, are ineligible for tax abatement. Staff mailed notices known property owners that had not yet filed applications and might have qualified for tax abatement as ownership housing. By February 1, 2025, the City received 25 applications. By February 1, 2026, staff received 53 applications by the filing deadline, for this tax year (2026). Of those 53 applications, 48 were for single-family homes completed in 2025 and 5 were for homes completed in 2024. Of the 53 applications, 9 were for partial improvements for homes started before April 26, 2024, and 44 were for full new construction started after April 26, 2024. Attached to this report is list of address and the type of improvements eligible for abatement.

Current Applications Received:

Home Completed in:	Partial (construction began prior to April 26, 2024)	Full (construction began after April 26, 2024)	Total
2024	4	1	5
2025	5	43 (including 1 ineligible)	48
Total	9	44 (including 1 ineligible)	53

One of the applications, 2113 Ada Hayden Road, is ineligible as the property is not owner-occupied. This brings the total number of eligible applications to 52.

Note that any owners who did not file for abatement this year may still be eligible to file for abatement in 2026 if it is within two years of the first tax year having an improvement value.

Based upon values stated in the applications for both partial and full improvements, at least \$20.6 million of improvement value is eligible for abatement. (Staff is still awaiting final claimed improvement value/cost information on three applications.) The final amount will likely be less with the final review of partial improvement value claims. The average new improvement value claimed was \$421,000 after adjusting for the \$500,000 maximum cap on value.

The most difficult evaluation of the applications has been the value of partial improvements and timing of ownership of the housing to meet the eligibility criteria.

City Council is not determining the value of partial improvements with certification of eligibility. After conferring with the City Assessor, the City Assessor will determine the value of improvements as is normally the case for tax abatement eligibility. The Assessor visited buildings that were in progress near the April 26, 2024, date of eligibility and documented the status of those homes. They will compare their records with stated values of applications to make a determination of eligible abatement value. In any event, the maximum abatement value is \$500,000.

The second issue is the final determination related to ownership as a primary residence. A handful of applications were submitted for improvements that received final approvals in early January and under the ownership of the primary residence at the time they filed the application for the improvements. Staff believes these applications can be certified as meeting the criteria because they are owner occupied at the time of filing the application.

ALTERNATIVES:

1. Resolution approving the following:
 - a. Certify 52 property tax abatement applications as listed in the attachment as meeting the eligibility requirements of the City-wide URA.
 - b. Determine 2113 Ada Hayden Road does not meet the eligibility requirements of being owner occupied.

- c. Submit the applications to the City Assessor for a determination of improvement value.
2. Approve a certification of a different number of applications by specifying those that meet the City-wide URA eligibility requirements.

CITY MANAGER'S RECOMMENDED ACTION:

Staff has examined the applications submitted by February 1, 2026, and has found that 52 of the 53 requests for the completed projects substantially conform to criteria of the City-wide URA. All of the applications are eligible for a 5-year sliding scale of partial or full property tax abatement of Year 1-100%; Year 2-80%; Year 3-60%; Year 4-40%; Year 5- 20% based upon the final determination of improvement value by the City Assessor. Therefore, it is the recommendation of the City manager that the City Council approve Alternative #1A-B.

ATTACHMENT(S):

[Applications Submitted by February 1, 2026.pdf](#)

NEW SINGLE FAMILY HOMES FINALED IN 2024 & 2025

	ADDRESS	ISSUED DATE	FINALED DATE	OWNER	TAX YEAR REQUESTED	PARTIAL OR FULL	IMPORVEMENT VALUE CLAIMED	MAXIMUM ALLOWED	NOTES
Completed in 2024	2018 AIKMAN DR Ames, IA 50010	9/14/2023	6/12/2024	NEIL BRUNS	2026	PARTIAL	\$63,750	\$63,750	Finalized in 2024, turned in application in 2025
	1401 ADA HAYDEN RD Ames, IA 50010	9/27/2023	9/23/2024	JAMES & SUMMAR KNEEDLER	2026	PARTIAL	\$166,162	\$166,162	Finalized in 2024, turned in application in 2025
	4725 EVEREST AVE Ames, IA 50014	4/4/2024	10/29/2024	JOHN & VICKIE SANDVE	2026	PARTIAL	\$416,200	\$416,200	Finalized in 2024, turned in application in 2025
	2117 ADA HAYDEN RD Ames, IA 50010	4/10/2024	12/11/2024	ERIK & CLAIRE CHESTER	2026	FULL	\$587,000	\$500,000	Finalized in 2024, turned in application in 2025
	2013 KETELSEN DR Ames, IA 50010	2/12/2024	6/14/2024	DEBRA HENDRICKSON	2026	PARTIAL	\$81,200	\$81,200	Finalized in 2024, turned in application in 2026
	4616 ALDRIN AVE Ames, IA 50014	7/22/2024	1/14/2025	DOUGLAS & JANE EASTON	2026	FULL	\$633,536	\$500,000	
	5807 WESTFIELD DR Ames, IA 50014	10/11/2024	2/18/2025	JENNIFER HERA	2026	FULL	Awaiting Update	Awaiting Update	
	5821 WESTFIELD DR Ames, IA 50014	10/11/2024	2/21/2025	THOMAS & MARY KENNEKE	2026	FULL	\$418,850	\$418,850	
	4710 EVEREST AVE Ames, IA 50014	12/6/2024	3/11/2025	JOSIAH & MEGAN O'POLKA	2026	FULL	\$468,842	\$468,842	
	4616 EVEREST AVE Ames, IA 50014	1/13/2025	4/7/2025	HAILONG HUANG & ZONGYANG LYU	2026	FULL	\$360,000	\$360,000	
	4600 ALDRIN AVE Ames, IA 50014	8/2/2024	4/11/2025	BRIAN & MIRANDA WHITLEY	2026	FULL	\$455,500	\$455,500	
	5105 ERICKSON AVE Ames, IA 50014	10/7/2024	4/16/2025	STEPHEN & JANE RICKLEFS	2026	FULL	\$667,550	\$500,000	
	3511 ANSLEY AVE Ames, IA 50014	7/18/2024	4/21/2025	TIMOTHY & KIMBERLY GRANDON	2026	FULL	\$1,100,000	\$500,000	
	5803 WESTFIELD DR Ames, IA 50014	2/3/2025	5/19/2025	STEPHEN YANG & YU-PIN LIANG	2026	FULL	\$435,511	\$435,511	
	5433 GREENE ST Ames, IA 50014	2/3/2025	5/19/2025	DAN & KRISTINA KONRADI	2026	FULL	\$479,000	\$479,000	
	2009 LACEY DR Ames, IA 50010	9/14/2023	6/4/2025	HAROLD LARIMER	2026	FULL	\$207,000	\$207,000	
	2013 LACEY DR Ames, IA 50010	9/14/2023	6/4/2025	TATIANA TWEDT	2025	PARTIAL	\$278,700	\$278,700	
	2017 LACEY DR Ames, IA 50010	9/14/2023	6/4/2025	LIANG ZHANG & WENZHUO ZHAO	2026	FULL	\$244,800	\$244,800	
	2019 LACEY DR Ames, IA 50010	9/14/2023	6/4/2025	WEITING YU & BAI CUI	2026	PARTIAL	\$392,000	\$392,000	
	5710 ALLERTON DR Ames, IA 50014	6/4/2024	6/5/2025	JIAN CHEN	2026	FULL	\$399,900	\$399,900	

NEW SINGLE FAMILY HOMES FINALED IN 2024 & 2025

	ADDRESS	ISSUED DATE	FINALED DATE	OWNER	TAX YEAR REQUESTED	PARTIAL OR FULL	IMPORVEMENT VALUE CLAIMED	MAXIMUM ALLOWED	NOTES
Completed in 2025	5530 GREENE ST Ames, IA 50014	2/25/2025	6/6/2025	THOMAS & KAMRYN POLLARD	2026	FULL	\$367,900	\$367,900	
	5107 GREENE ST Ames, IA 50014	10/29/2024	6/11/2025	KLEIN FAMILY REVOCABLE TRUST	2026	FULL	\$973,853	\$500,000	
	5526 GREENE ST Ames, IA 50014	3/27/2025	6/12/2025	JOHN & KAYLA ROBERTS	2026	FULL	\$389,000	\$389,000	
	607 FREMONT AVE Ames, IA 50014	7/2/2022	6/12/2025	JOHN & EMILY CACIC	2025	PARTIAL	\$100,000	\$100,000	
	5318 GREENE ST Ames, IA 50014	3/4/2025	6/18/2025	JOSEPH PAULICK	2026	FULL	\$539,000	\$500,000	
	404 S WILMOTH AVE Ames, IA 50014	4/18/2024	6/30/2025	APRIL ERICKSON	2026	FULL	Awaiting Update	Awaiting Update	
	5510 GREENE ST Ames, IA 50014	4/18/2025	7/2/2025	MATTHEW GOODMAN	2025	FULL	\$374,900	\$374,900	
	5516 GREENE ST Ames, IA 50014	4/18/2025	7/8/2025	CANDICE YEE KEN WONG	2025	FULL	\$305,000	\$305,000	
	5520 GREENE ST Ames, IA 50014	4/18/2025	7/8/2025	BRYCE CARPER & ZOE LAMBERT	2026	FULL	\$432,375	\$432,375	
	5714 ALLERTON DR Ames, IA 50014	4/17/2024	7/9/2025	ROBIN LABIOS	2026	PARTIAL	\$424,900	\$424,900	
	5101 GREENE ST Ames, IA 50014	6/14/2024	7/9/2025	CURTIS & LINDA HOFF	2026	FULL	\$1,032,612	\$500,000	
	5101 ERICKSON AVE Ames, IA 50014	3/7/2025	7/10/2025	NORMA ELWICK	2026	FULL	\$646,439	\$500,000	
	4630 CARTIER AVE AMES, IA 50014	12/17/2024	7/28/2025	PETER & REBECCA RALSTON	2026	FULL	Awaiting Update	Awaiting Update	
	5324 GREENE ST Ames, IA 50014	5/1/2025	7/30/2025	JOSHUA & DENNA HEYER	2026	FULL	\$530,000	\$500,000	
	3110 GREEN HILLS DR Ames, IA 50014	3/19/2025	8/1/2025	SUE DAVIS	2026	FULL	\$562,765	\$500,000	
	1620 ADA HAYDEN RD Ames, IA 50010	10/4/2024	8/1/2025	DAVID & MARIANNE SPALDING	2026	FULL	\$500,000	\$500,000	
	4614 CARTIER AVE AMES, IA 50014	12/17/2024	8/11/2025	DOUGLAS & DONNA LITTLE	2025	FULL	\$720,000	\$500,000	
	5126 ERICKSON LN Ames, IA 50014	3/17/2025	8/28/2025	VICKI & LANCE CRAWFORD	2026	FULL	\$831,691	\$500,000	
	2113 ADA HAYDEN RD Ames, IA 50010	11/13/2024	8/28/2025	JASON & CYNTHIA STANEK		FULL			Ineligible - Not Owner-Occupied
	4518 CARTIER AVE Ames, IA 50014	3/13/2025	9/11/2025	LEI FANG & JING TANG	2026	FULL	\$500,000	\$500,000	

NEW SINGLE FAMILY HOMES FINALED IN 2024 & 2025

ADDRESS	ISSUED DATE	FINALED DATE	OWNER	TAX YEAR REQUESTED	PARTIAL OR FULL	IMPORVEMENT VALUE CLAIMED	MAXIMUM ALLOWED	NOTES
2002 ADA HAYDEN RD Ames, IA 50010	4/24/2025	10/2/2025	JENNIFER & MODESTOS MODESTOU	2026	FULL	\$509,000	\$500,000	
4703 CARTIER AVE AMES, IA 50014	10/21/2024	10/7/2025	MARTIN & TERESA SIMPSON	2026	FULL	\$1,286,000	\$500,000	
3114 GREEN HILLS DR AMES, IA 50014	4/8/2025	10/7/2025	CATHERINE ADAMS	2026	FULL	\$563,746	\$500,000	
5312 GREENE ST Ames, IA 50014	6/25/2025	10/13/2025	ZHIHUA HE & DHANRAJ SAMAROO	2026	FULL	\$465,000	\$465,000	
4427 CARTIER AVE Ames, IA 50014	12/2/2024	10/17/2025	MATTHEW & SUSAN PYLE	2026	FULL	\$500,000	\$500,000	
2022 KETELSEN DR Ames, IA 50010	4/17/2025	10/24/2025	MICHAEL & JENNY BUTCHER	2026	FULL	\$670,000	\$500,000	
4728 CARTIER AVE Ames, IA 50014	3/31/2025	10/31/2025	RUOYU WU & YE ZHAO	2026	FULL	\$563,488	\$500,000	
4426 CARTIER AVE Ames, IA 50014	3/17/2025	10/31/2025	DAVID & JENNIFER WHITE	2026	FULL	\$608,161	\$500,000	
5517 TENNESSEE ST Ames, IA 50014	4/14/2025	11/13/2025	JEFFREY & KATHERINE KALLEM	2026	FULL	\$444,447	\$444,447	
4733 CARTIER AVE Ames, IA 50014	11/6/2024	11/13/2025	ROBERT & PAIGE LYNCH	2026	FULL	\$1,429,198	\$500,000	
5206 GREENE ST Ames, IA 50014	4/16/2025	11/14/2025	SMART REVOCABLE TRUST	2026	FULL	\$463,700	\$463,700	
2617 OAKWOOD RD Ames, IA 50014	7/20/2023	12/3/2025	ALEX & LACI WICKENKAMP	2026	PARTIAL	\$500,000	\$500,000	
2827 GREEN HILLS DR Ames, IA 50014	4/16/2025	12/15/2025	JOSEPH & DEBORAH POWERS	2026	FULL	\$804,012	\$500,000	

ITEM #: 25
DATE: 02-24-26
DEPT: P&H

COUNCIL ACTION FORM

**SUBJECT: FOLLOW UP ON IMPLEMENTATION OF DEVELOPMENT INCENTIVES
WITH ESTABLISHMENT OF URBAN RENEWAL AREAS AND TAX
INCREMENT FINANCING.**

BACKGROUND:

City Council has recently indicated preliminary support for specific development incentives with various forms of Tax Increment Financing (TIF) within Urban Renewal Plan (URP) Areas as allowed under state law. **Staff is requesting that City Council determine whether or not to proceed at this time with the steps needed to support the incentive requests or to defer the steps until a later date.**

Initiating these steps now to run in parallel with standard rezoning, subdivision, and site development plan review process does not commit the City Council to approval of the specific project or incentive, but it does create efficiency with staff time to address the large number of requests and can accelerate the overall process of approving a project and related development agreements as needed.

Recently discussed projects and type of TIF incentive:

- I. The Linc Redevelopment Project (Developer TIF Rebate of \$19 million to \$32 million over 20 years)
- II. Bluffs @ Dankbar Farms Commercial Development (City Public Improvement Funding (\$600,000- \$1,000,000) for Roundabout or Developer TIF Rebate of up to \$1,000,000 over 10 years)
- III. Ontario/Scholl Road Workforce Housing Residential Subdivision (Developer TIF Rebate for Public Infrastructure with estimate of \$660,000 + LMI set-aside over 10 years)
- IV. Hayden's Preserve Residential Subdivision (Developer TIF Rebate for Public Infrastructure estimate of \$375,000 + LMI set-aside over 10 years)
- V. Greenbriar Commercial (Developer TIF Rebate estimate of \$900,000 over 10 years)

The Linc:

The Linc project is already within the existing Downtown Reinvestment District Urban Renewal Area. The approved URP indicates that the City may utilize TIF for a variety of purposes, including as an economic development incentive for the mixed use Linc redevelopment project located along Lincoln Way between Clark Avenue and Kellogg Avenue.

The approved Urban Renewal Plan included an estimate of up to \$32 million dollars of TIF incentives to be provided as a developer rebate over 20 years, dependent upon improved

value of the Linc property with its redevelopment. **Although staff has not received any information regarding the current TIF request from the developers, previous Linc development concepts reviewed by the City included estimated TIF values of \$19 million to \$30+ million dollars generated over a 20-year time period, depending on final project components and valuations.**

Upon approval of the TIF ordinance, the actual collection of TIF would still be subject to approval of a development agreement and construction of a project. No TIF would be collected and distributed to the developer without City Council approval. However, it does complete a necessary step in the process affirming the City Council's intent to utilize a yet to be determined amount of TIF for the Linc project. Downtown URA TIF could have an ordinance prepared for approval as early as March 10th.

NEW URBAN RENEWAL AREAS:

The other four projects require approval of an Urban Renewal Area, Plan, TIF ordinance, and developer agreement in order to provide incentives for the the projects. The URA approval process requires the City to first prepare a plan for City Council to review and approve a resolution of necessity. Subsequent to the resolution, a date of public hearing is set for review and approval of the URP, a taxing entity consultation meeting is held, the P&Z makes a recommendation on consistency with the Comprehensive Plan, and staff prepares response to comments from taxing entities, if any, one week before the public hearing with the City Council. These steps require 6-8 weeks to complete in total for each proposed URA and Plan.

Bluffs @ Dankbar Farms Commercial

The Bluffs has a zoned area for commercial development at the corner of GW Carver and Cameron School Road. There are three planned lots for commercial development that will generate TIF revenue. This site is the most ready for a URA designation due to the approved zoning. **Staff is in the process of finalizing road improvement details for the site. Staff and the developer need to finalize a Development Outline for Council acceptance and then approve a development agreement to address requirements for a minimum assessment agreement, developer obligations, and contingencies related to construction of a GW Carver roundabout project or a lane widening and signal project.**

Ontario Workforce Housing

City Council recently reviewed a request for an incentive for the reconstruction of Scholl Road with the an upcoming planned residential subdivision creating moderate priced workforce housing. The developer intends to move quickly with rezoning and platting of this site once they complete the purchase of the site from ISU in the near future. The proposed URA would be for the entire site and include all residential development. **The proposed Residential TIF Rebate is intended to support the reconstruction of a portion of Scholl Road and the funding of a mandatory set-aside for low and moderate income (LMI) housing funds.**

Hayden's Preserve Residential Subdivision

City Council indicated support for use of TIF related to infrastructure for a culvert to create an additional street connection within the project site. The site has zoning in place for residential development. Staff would create a URA based upon the description of a first phase of development. **The proposed Residential TIF Rebate is intended to support construction of a culvert and the funding of a mandatory set-aside for low and moderate income housing funds.**

Greenbriar Commercial

This site is currently not ready for a URA as no master plan or zoning has been established for the sub-area of the site planned for commercial. The developer has a pending Comprehensive Plan amendment intended to define a future commercial area at the intersection of GW Carver and Cameron School Road. Once a more complete description of the area planned for Commercial is understood, a URA and Plan for commercial development could be created. The TIF is intended to assist in the funding of development costs related to serving the planned commercial area.

ALTERNATIVES:

1. Direct staff to proceed with preparing Urban Renewal Areas, Plans, and TIF Ordinances consistent with the project list and descriptions outlined above.
2. Direct staff to proceed with specific projects from the list above.
3. Direct staff to not proceed at this time, awaiting for project approvals before commencing the incentive process.

CITY MANAGER'S RECOMMENDED ACTION:

Staff seeks Council direction to proceed with implementation of the needed URA and TIF approval processes in order to effectively complete the incentive processes. Due to large number of pending projects, staff desires to have Council initiate the necessary steps for the projects at this time.

Completing the URA steps does not commit the City to approving any specific project or level of incentive, but would expedite the overall process and efficiently utilize staff time for these projects. Staff proposes to work on these projects in order of readiness, beginning with the Linc. Staff will prepare required documents and place them on future agenda as appropriate. Therefore, the City Manager recommends Alternative No. 1.

ITEM #: 26
DATE: 02-24-26
DEPT: P&H

COUNCIL ACTION FORM

SUBJECT: RESOLUTION APPROVING A REQUEST FOR PROPOSALS (RFP) FOR THE SALE OF SINGLE-FAMILY MARKET-RATE LOTS LOCATED IN THE BAKER SUBDIVISION.

BACKGROUND:

The City Council's affordable housing goals are to increase the supply of housing stock in the community. The designation of a census tract in West Ames as a Neighborhood Revitalization Strategy Area (NRSA) has provided a unique opportunity to utilize our Community Development Block Grant (CDBG) funds to create a mixed-income housing development known as the Baker Subdivision.

Twenty-six lots were created for single-family home development, and under the NRSA, 51% (14 lots) are required to be specifically for low and moderate-income households. However, the remaining 12 lots (49%) can be for market-rate housing. To date, the development of the southern portion of the subdivision has been completed, with eight of the 14 LMI lots being sold to Habitat for Humanity and the completion of 38 Low Income Housing Tax Credit (LIHTC) units on lot 27.

The City is now ready to proceed with the completion of the 18 remaining lots on the north portion of the subdivision. Of the remaining 18 lots, 6 are LMI, and 12 are market-rate.

City staff has prepared a Request for Proposals (RFP) to sell up to 6 of the 12 market-rate lots in 2026. However, only the following lots are available to select to purchase: 9, 13, 14, 16, 17, 21, 22, 23, and 26. Lots 18, 19 & 20 have some geothermal well location concerns that need to be resolved before these lots can be sold.

The RFP is designed to solicit offers for the purchase of lots with minimum submittal requirements and scoring criteria to evaluate proposals. Construction on the purchased lots will be by private parties, not the City. The RFP process would allow for an individual or a builder to make a proposal to buy a lot(s), subject to meeting the minimum requirements of the RFP. City Council would ultimately select the proposal(s) that best meet the interests of the City for the construction of market-rate housing that is consistent with the character of the area.

The market-rate lots are identified within the covenants that were approved by the City Council for the development, see attached exhibit. The market rate lots are subject to certain minimum standards of the covenants, regardless of the RFP process, which include:

- House Size: 1-story minimum of 1200 sq. ft./ multi-story minimum of 1250 sq. ft.
- Basement: Required with all homes and must have an egress window. It may be unfinished.

- **Builder Experience:** Construction of a home must be done by an experienced builder who has completed at least three homes within three of the past seven years.
- **Owner Occupied:** The home must be the primary residence of the owner and cannot be rented out.
- **Geothermal:** All homes must be connected to and utilize the geothermal system for heating and cooling.
- **Construction Timing:** House construction must begin within 6 months of closing on the purchase of a lot. Additionally, a home must be completed within 12 months of starting construction.

Timing lot sales is important for two reasons. **The City has to balance the timing of receiving payment for the lots with federal requirements for spending program income in relation to the annual timeliness test in the spring of each year.** Staff believes that if six lots are sold and the revenue from the sales of the lots occurs between July 1st and October 1st, it would allow the City to account for this revenue with the funding of an infrastructure project in a low-income census tract neighborhood before the date of the timeliness test in May 2027. Otherwise, staff believes that revenue from lots sales should not occur until after July of 2027 to again allow for time to expend the funds and meet the timeliness test.

Additionally, it is possible that a builder may propose to buy multiple lots from the City with the goal of seeking state Workforce Housing Tax Credits (WHTC). To be eligible for this program, a builder would need to have a purchase agreement for at least four lots in order to apply by the June deadline. However, notice of award of the grants does not typically occur until August or September, and the purchase window extending to October 1st would allow a builder to proceed. Starting construction in October is still feasible in relation to the weather as well.

Minimum submittal requirements of the RFP include:

1. Identify the type of home design and style intended to be built on the lot.
2. Builder readiness in the form of identifying either a contractor or development entity that meets the minimum experience requirement of the covenants,
3. Proof of financing or pre-qualification of a loan to verify financial viability to complete the lot purchase and build a home within 12 months,
4. Identify which market rate lot(s) they desire to purchase, and
5. Date of closing with any contingencies, such as WHTC.
6. House design concept, include a limitation that if purchasing three or more lots that at least two house plans must be provided. Additionally, no lot may have an identical house design on an abutting lot.

Evaluation of the proposal involves three scoring categories weighted primarily according to:

1) House design compatibility with the neighborhood (50 points)

The RFP identifies a variety of design elements that support aesthetic compatibility, including an enclosed garage, traditional pitched roofs, covered entries, use of varied materials on gabled faces, decorative bands and eave extensions, fenestration, facade relief, and garage to front door relationship. The intent is to identify an overall cohesive design quality without specifying a specific style.

2) Quantity of lots purchased (30 points)

A proposal is awarded 4 points per lot plus 1 point for closing in 2026.

3) Price of the lot (20 points).

Points are awarded on a per lot basis, not as a package for multiple lots. The highest price in relation to the minimum lot price will be awarded the most points.

Purchase price is an important consideration related to compliance with CDBG requirements. As an RFP, the proposal process will create a market price offer for the lots. Staff has included a minimum sales price based upon the City investment of CDBG funds in acquisition and development of the site.

Staff estimated total CDBG costs of \$2.134 million for acquisition, Tripp Street extension, and subdivision related improvements. Staff has estimated that 65% of the expenditures (\$1.387 million) benefited the creation of the 26 single family lots and 35% for the creation of the Creekside Townhomes affordable housing apartment site, park site, and other neighborhood improvements.

These CDBG costs average out to approximately \$53,335 on a per lot basis. Actual lots sizes vary so a range of value per lots is more representative of the total. **Staff recommends establishing a minimum price of \$50,000 with a higher cost for larger lots. The RFP includes a list of minimum lot prices.**

As an FYI, staff has had relatively recent appraisals of lots in the subdivision from 2023 and 2025 that identified a range of values between \$61,000 and \$75,500, but there are very few lot sales to use as comparables, which creates some uncertainty in the actual value. **Council could elect to set higher minimum sales prices in the RFP using these appraisals even though staff has set a somewhat lower minimum cost within the draft RFP.**

If City Council approves the RFP, staff will issue the RFP by March 1st and allow for 30 days to receive proposals. Staff has tentatively identified April 14th for review and approval of proposals by City Council. Once a proposal(s) is selected, a notice of a public hearing and approval of an option or purchase agreement will be required by the City Council.

ALTERNATIVES:

1. Approve the attached RFP for the sale of six (6) market-rate lots available within the Baker Subdivision.
2. Direct staff to modify the RFP and then to proceed with the RFP for the sale of six (6) market-rate lots within the Baker Subdivision.

3. Take no action and request additional information or changes.

CITY MANAGER'S RECOMMENDED ACTION:

Staff believes the RFP process is the best method available to address the priorities of selling market-rate lots and having a variety of housing types in the subdivision. **It should be emphasized that the RFP is only for to sale six (6) of the twelve market rate lots in this first phase, it does not involve the City in the construction process of actual homes.**

Staff believes the proposed timing and minimum sales prices allow for appropriate planning and funding of other projects with the program income to meet the annual timeliness test. Staff will return to Council with a separate discussion on how to complete housing construction on the remaining affordable lots once this process for market rate lots is complete. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1.

ATTACHMENT(S):

[Recorded Restrictive Covenants Baker Subdivision-Attachment A.pdf](#)

[Draft Request for Proposals for SFH Construction Market Rate Lots-Baker Subdivision 2026.pdf](#)

ATTACHMENT A

Instrument #: 2022-00200
01/06/2022 09:13:52 AM Total Pages: 8
COV COVENANTS
Recording Fee: \$ 42.00
Stacie Herridge, Recorder, Story County Iowa



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

Legal description: Lots 1-26, Baker Subdivision, Ames, Story County, Iowa

Return document to: City Clerk, P.O. Box 811, 515 Clark Avenue, Ames IA 50010

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

RESTRICTIVE COVENANTS

GRANTOR: CITY OF AMES

GRANTEE: BAKER SUBDIVISION

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**RESTRICTIVE COVENANTS AND REGULATIONS FOR SINGLE FAMILY HOMES
IN BAKER SUBDIVISION, AMES, STORY COUNTY, IOWA**

WHEREAS, the undersigned, the City of Ames, an Iowa municipal corporation (the herein after the "City"), is the owner of Lots One (1) through Twenty-seven (27), contained in **Baker Subdivision** (the "Subdivision"); and

WHEREAS, Lots One (1) through Twenty-six (26) (hereinafter "Lots") will be developed as Single Family Homes and governed by these restrictive covenants and regulations; and

WHEREAS, Lots One (1) through Eight, Ten (10) through Thirteen (13), Fifteen (15), Twenty-four (24) and Twenty-five (25) shall be designated Affordable Housing Lots (hereinafter "AR Lots"), and Lots Nine (9), Fourteen (14), Sixteen (16) through (23) and Twenty-six (26) shall be designated Market Rate Lots (hereinafter "MR Lots").

WHEREAS, for their own protection and for the benefit of subsequent owners of said Lots within said Subdivision, the said owner desires to restrict the use thereof in certain particulars.

NOW, THEREFORE, the parties hereto, in consideration of the covenants and agreements contained herein, by these presents, covenant, bargain and agree for themselves for their successors and assigns, as follows:

1. The covenants contained herein shall not apply to Lot 27, unless otherwise stated.
2. All Lots shall be known and described as residential lots and shall not be improved, used, or occupied for other than private single-family residential purposes. All Lots shall be occupied and used as the primary residence of the then-current title holders. No Lots shall be used and occupied as property for which rental income is received.
3. The residences to be constructed or to be permitted to remain on the MR Lots shall meet the following requirements:
 - a. One (1) story residences shall have a ground floor finished area of not less than one thousand two hundred (1,200) square feet.
 - b. One and one-half (1½) story residences, two (2) story residences, and split-level residences shall have a total finished area on the ground floor and second floor or split-level of not less than one thousand two hundred fifty (1,250) square feet.
 - c. The computation of the total finished area shall not include porches, breezeways, or garages.
 - d. All residences shall include basements with at least one (1) egress window.
4. The residences to be constructed or to be permitted to remain on the AR Lots shall meet the following requirements:
 - a. One (1) story residences shall have a minimum ground floor finished area of not less than one thousand one hundred (1,100) square feet.

- b. One and one-half (1½) story residences, two (2) story residences, and split/bi-level residences shall have a minimum total finished area on the ground floor and second floor or split-level of not less than one thousand one hundred fifty (1,150) square feet.
 - c. The computation of the total finished area shall not include porches, breezeways, or garages.
 - d. All residences shall include basements with at least one (1) egress window.
5. No Lot shall be subdivided for the purpose of constructing more than one (1) residence per Lot.
6. All Lots may have fences in the rear and side yard only. Chain link fences shall be permitted, except no chain link fences with galvanized finish shall be allowed on any Lot.
7. The following restrictions shall also constitute covenants:
 - a. There shall be no mobile homes placed or erected on any Lot.
 - b. No pre-erected dwelling shall be moved to any Lot, except modular housing approved by the City of Ames Planning & Housing Department.
 - c. All dwellings must have, at a minimum, a single car attached garage, a double car attached garage, or a double car detached garage.
 - d. No more than twelve (12") inches of concrete block, poured concrete, or wood foundation shall be exposed on any building unless the exposed material is covered with brick, stone veneer, or siding. Exposed foundations must be painted to blend with exterior wall finishes.
 - e. All building structures or improvements of any kind must be completed within twelve (12) months of the commencement date of the construction. Commencement of construction upon any Lot shall occur no later than six (6) months of the date on the deed from the City. **IF CONSTRUCTION HAS NOT BEGUN ON AN MR LOT WITHIN SIX (6) MONTHS OF THE DATE ON THE DEED FROM THE CITY, THEN THE OWNER OF RECORD, AT THE CITY'S REQUEST, AGREES TO CONVEY THE PROPERTY BACK TO THE CITY IN FEE SIMPLE FOR ONE HUNDRED PERCENT (100%) OF THE ORIGINAL PURCHASE PRICE WITH NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST AT THE TIME THE DEED IS CONVEYED TO THE CITY. THE CITY WILL PAY ONLY FOR DEED PREPARATION, RECORDING FEES, AND TRANSFER TAXES. ON ISSUANCE OF AN OCCUPANCY PERMIT FOR A RESIDENCE, THIS RIGHT TO REPURCHASE SHALL TERMINATE AS TO THAT LOT.**

- f. All homes must be built by an experienced homebuilder. An experienced homebuilder shall be defined as a person, or entity who has built and completed at least three (3) new homes per year within three (3) of the past seven (7) years. Notwithstanding the forgoing, a nonprofit entity organized under Iowa law or possessing a valid certificate of authority to transact business in Iowa under Iowa Code 490.105 shall constitute an experienced homebuilder if they have started and completed three (3) homes in the past seven (7) years.
- g. All finished Lots and house grades shall conform to the City's grading plan which shall be obtained from the City prior to the commencement of construction. All excess dirt from the excavation shall be hauled from the lot or used as a part of the final landscape plan. Any excess dirt, concrete, or other debris may not be placed on other land within the Subdivision. **Topsoil shall not be removed from any of the Lots or the Site generally and shall be reused to respread around the house and lot once the home is completed.**
- h. All homes must utilize and connect to the geothermal system installed within the reserved public utility easements located in the rear yards of each Lot.
- i. Prior to construction upon any Lot, the builder must submit to the Electric Department an HVAC sizing calculation for review and approval. The HVAC sizing calculation shall not exceed 3.25 tons.
- j. All mailboxes shall be placed in accordance with United States Postal Service regulations. Individual mailboxes will not be permitted. Cluster mailboxes will be provided by the United States Postal Service.
- k. No building, structure of a temporary character, trailer, tent, garage, or outbuilding shall be used at any time as a residential dwelling on any Lot.
- l. No tent, trailer, recreational vehicle, camper, boat, truck rated larger than three quarters (3/4) of a ton, or other movable or temporary structure, shall be maintained or parked on a Lot within public view for a period exceeding forty-eight (48) consecutive hours or for more than thirty (30) total days in any calendar year.
- m. No rubbish containers shall be visible from the street except on pickup day and one (1) day before and one (1) day after pickup day. Construction waste containers shall be exempt from this provision; however, the builder or Lot owner shall be responsible for keeping the construction debris contained on the Lot and in the construction waste containers.
- n. No extension towers or antennas of any kind shall be constructed, modified, or permitted on any Lot, except television or radio antennas of less than ten (10') feet in height. Satellite dishes or parabolic devices more than thirty-six (36") inches in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on

the rear elevation or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.

- o. No noxious or offensive activities or odors shall be permitted on or to escape from any Lot, nor shall anything be done on any Lot which is or may become a nuisance, either temporarily or permanently.
- p. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, chickens, and other common household pets may be kept so long as they are not kept, bred, or maintained for commercial purposes. Dogs, cats and chickens must be tied, controlled, or contained within the Lot or on a leash at all times.
- q. Following construction of the residential dwelling on any Lot, the front, side, and rear yards shall be sodded within six months. The requirement for sod shall be waived where a permanent underground irrigation system is installed on the Lot. In addition to sodding, the builder or Lot owner shall install a minimum of ten (10): (i) 3-gallon shrubs, (ii) 1-gallon perennials, or (iii) a combination of 3-gallon shrubs and 1-gallon perennials, with either mulch or rock ground cover. The shrubs and/or perennials shall be in the front yard of a Lot. Foundational plantings shall be required to screen the base of the primary and secondary facade of any new building. In addition, ground-mounted mechanical units shall be screened from public view with plantings.
- r. Where the City of Ames, Iowa, requires the construction of public sidewalks, the sidewalks shall be constructed within eighteen (18) months following the sale of any Lot from the City or at the time of occupancy of any dwelling on a Lot, whichever occurs first. The City shall withhold the issuance of an Occupancy Permit for a dwelling until such time as a public sidewalk has been constructed.
- s. All retaining walls shall be constructed of stone or masonry product. No wood landscaping timbers shall be used to construct retaining walls, except that window well retaining walls that are not visible above grade may be constructed using wood landscaping timbers.
- t. Roof materials should be slate, tile, cedar shakes, or composite shingles. Composite shingles shall be architectural grade, minimum thirty (30) year warranty. Shingle colors shall be compatible with and complimentary to the exterior materials and colors. White or white blend roof materials are not acceptable.
- u. All outdoor light fixtures shall be designed, installed, and maintained to prevent light trespass beyond the boundaries of the Lot. "Full cutoff" outdoor light fixtures which emit no light at or above the horizontal plane of the fixture shall

- be utilized for all dusk to dawn light fixtures exceeding three hundred (300) lumens and for all manually switched or occupancy sensor switched fixtures exceeding one thousand (1,000) lumens. Holiday lighting or other temporary outdoor lighting shall be exempt from this provision but shall remain in place no longer than six (6) weeks annually.
- v. Each Lot owner shall keep the Lot free of weeds and debris and shall take all necessary steps to control erosion from the lot. All Lot owners shall implement appropriate erosion control measures before, during, and after construction. These measures may include silt fences, ground cover, and seeding over exposed areas.
 - w. Any construction or earth moving on any Lot shall follow all laws relating to storm water discharge permitting. The owner of any Lot shall be the solely responsible permittee for the lot with respect to compliance with all terms, provisions, and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot. During the ownership of the Lot, the Lot owner shall protect, defend, indemnify, and hold the City and the other Lot owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs, and/or attorneys and consultant fees caused by, or in any manner related to: (1) any discharges of soil, silt, sediment, petroleum product, hazardous substances, or solid waste from the Lot; and/or (2) any alleged violation of any NPDES or storm water discharge rule or regulation.
 - x. No driveway shall be permitted to terminate onto State Avenue, Tripp Street or the North Alley. Driveway access shall be permitted only on Wilmoth Avenue or Latimer Lane.
8. All these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon all parties hereto, their successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.
 9. In case of violation of any of the covenants, any person then owning a Lot in said Subdivision is authorized to resort to an action of law or equity for relief, either by injunction or in damages, against the person so violating said covenants.
 10. Invalidation of any of these covenants by judgment or court order shall in no way affect the validity of any of the other provisions, but they shall remain in full force and effect.
 11. None of the provisions herein shall be construed to waive any requirement of the Ames Municipal Code or otherwise exempt a Lot or Lot Owner from provisions of the Ames Municipal Code.
 12. This instrument may be amended upon the recording of a written instrument executed and approved by the City of Ames until such time as the City no longer owns a Lot

within this subdivision. After the City no longer owns a Lot within this subdivision, this instrument may be amended upon the recording of a written instrument executed by the owners of at least two-thirds (i.e., no fewer than 18 consenting owners) of the Lots. Any amendment to this instrument must be filed for record in the office of the Recorder of Story County, Iowa.

13. The provisions of this instrument and any amendments hereto may be extended for an additional period by filing a verified claim in the office of the Recorder of Story County, Iowa, within the initial twenty-one (21) year period. The City shall have the right to file a verified claim to extend these covenants.

[R E S E R V E D F O R S I G N A T U R E B L A N K S]

Passed and approved on December 29, 2021, by Resolution No. 21- 629 adopted by the City Council of the City of Ames, Iowa.

CITY OF AMES, IOWA

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

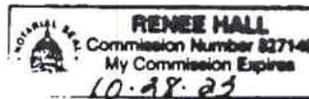
Attest: *Diane R. Voss*
Diane R. Voss, City Clerk



STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on December 29, 2021, by John A. Haila and Diane R. Voss, as Mayor and City Clerk, respectively, of the City of Ames, Iowa.

Renee Hall
NOTARY PUBLIC



DRAFT Request for Proposal No. 2026-XXX

**Request for Proposals for the Sale of
Single-Family Market Rate Lots
in the Baker Subdivision**

Ames, Iowa

February XX, 2026

**For questions concerning the Request for Proposal, project requirements,
and procedures, contact: Purchasing Division:**

Karen Server, Purchasing Manager

Phone: 515-239-5127

E-mail: karen.server@cityofames.org

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I. Introduction

The City of Ames, Iowa, is seeking Request for Proposals (RFP) from individuals or Buyers with qualified, experienced single-family housing developers/builder(s) interested in the purchase of single family lots(s) to construct single-family homes within the City-owned Baker Subdivision in West Ames (former Ames Middle School site). This subdivision is located in the City's first Neighborhood Revitalization Strategy Area (NRSA), which allows for flexibility in the development of mixed-income housing units. Additionally, as a unique opportunity, this subdivision represents the City's first geothermal residential development to address the City's goals for creating sustainable environments.

Ames, like many communities across America, has a continuing need for more affordable housing for both low- and moderate-income and higher-income households. Using its Community Development Block Grant (CDBG) funding, the City of Ames purchased this 10+ acre infill site for the sole purpose of creating mixed-income housing options for the community.

The area south of Tripp Street within this subdivision has been developed with both single-family homeownership units and multi-family townhome rental units. The area north of Tripp Street is now being made available to build single-family homes for market-rate homebuyers.

The interested Buyer may select to submit proposals to purchase 1 to 6 of the following available Lots 9, 13, 14, 16, 17, 23, and 26 (see map below)



The City is particularly interested in proposals that address the following objectives:

- Constructing ownership single-family homes of a size and scale compatible with the neighborhood character based on the Covenants (see Attachment A) created for this subdivision.
- Creating a variety of housing choice styles to address, including but not limited to ranch, two-story, split-level, etc.
- Addressing family and workforce housing needs;
- Including design characteristics and features compatible with surrounding homes.

Proposals will be evaluated for completeness of the required submittals and project scoring preferences described below. City Council will ultimately review a report prepared by staff that describes the background of the Buyer and the proposed project's attributes. City Council will ultimately select the proposal it finds to be most desirable for the sale of lots and construction of ownership housing within the timeframe of this Request for Proposal but reserves the right to reject any or all proposals for development of the site.

The City reserves the right to waive any minor informalities or irregularities, which do not address the heart of the proposal, or to reject any and all proposals. Proposals, which take exception to the Request for Proposal (RFP), may be considered non-responsive and may be rejected. Those submitting a response to the Request for Proposal will receive no reimbursement from the City for time or costs for the proposal.

General Information

The following information is provided to assist the Buyer by summarizing the important facts regarding the criteria and format by which the Request for Proposal process will proceed.

A. **Timetable of Events:**

- Pre-Proposal Meeting: Tuesday, March 11, 2026
1:30-3:00 p.m. (local time)
Ames City Hall Council Chambers
515 Clark Avenue, Ames, IA
- Proposal Deadline: Tuesday, March 31, 2026,
by 2:00 p.m. local time
- Final Selection (Tentative): Tuesday, April 14, 2026
- Purchase Agreements (Tentative) May 12, 2026

B. **All proposals with supporting documentation must be submitted to AmesBids no later than 2:00 PM (local time) on Tuesday, March 31, 2026.**

The preferred method is to submit proposals in AmesBids at amesbids.ionwave.net in the format required, including these proposal documents with all prices and requested data properly filled in, prior to the time and date proposals are due. If technical issues occur while submitting the proposal, contact the Purchasing Manager for the proposal and determine an alternate method to receive the proposal. Failure to submit the required information may deem the proposal non-responsive. The proposal shall include an acknowledgement of receipt of all addenda. Addenda numbers shall be filled in the proposal response.

No verbal or faxed submittals will be accepted. Submittals shall have a subject line of Request for Proposal No. 2026-XXX.

- C. Proposals may be withdrawn only by written request of the Buyer prior to the opening of the proposals. After the opening of the proposals, all offers shall remain valid and irrevocable for a period of 60 days from the date of the submittal and through negotiations on a final agreement(s) with the selected Buyer(s).
- D. Proposals not meeting the minimum requirements or submittal requirements will not be considered.
- E. The Site is zoned R-L (Residential Low Density). All construction must be completed in accordance with City standards.
- F. The City of Ames reserves the right to require additional information at any time during this process to help clarify the intent of the Buyer or project details.
- G. All lots are subject to covenants, see attached.



II. Minimum Development Requirements

Proposals submitted shall meet the minimum Baker Subdivision Convenance.

The City will remain flexible to allow a Buyer to create an attractive single-family home design, however, the following minimum design requirements apply:

- A. Subdivision covenants include minimum building size and design requirements for market-rate lots. Refer to Attachment A.
- B. Covenants indicate minimum builder experience requirements for home construction.
- C. Covenant for each dwelling to be used as the primary residence of the Owner; no rental homes are permitted.
- D. All applicable provisions of the City of Ames Municipal Code, including Zoning Ordinances, Subdivision Regulations, Stormwater, and Building Codes, shall apply.

III. Buyer Minimum Responsibilities/Requirements

As part of this Request for Proposal, the Buyer agrees to the following minimum responsibilities/requirements as part of the Request for Proposal and to develop the project:

- A. The selected Buyer will be responsible for paying for the development of the site, home construction, and construction costs for frontage improvements and infrastructure extensions to serve the new homes, including any missing or damaged sidewalks. The City has no responsibility for any additional costs to make the lots ready for construction or to receive a certificate of occupancy for a completed home.
- B. The selected Buyer shall reimburse the City for the cost paid to create the abstract of title to the Real Estate.
- C. Enter into a purchase agreement for the purchase of the property. The purchase agreement is subject to further approval by the City Council under Iowa law (§364.7) and shall be completed with the City of Ames within 30 days, unless extended, from the date of acceptance of the proposal by the City Council.
- D. The Buyer will be responsible for ensuring that the housing units are constructed on the site as outlined in their agreement with the City of Ames.

V. Financial Incentives-Land Sale Price, Tax Abatement, Electric Rebates

- A. The lot sale prices are expected to be market-rate and include a minimum price as specified below:

Lot Number	Minimum Purchase Price
9	\$53,650
13	\$51,725
14	\$56,000
16	\$54,250
17	\$74,600
21	\$61,250
22	\$66,500
23	\$52,852
26	\$58,925

- B. The City has an established partial property tax abatement program for the construction of new owner-occupied housing. Homeowners can apply for a 5-year sliding scale of property tax abatement of 100%, 80%, 60%, 40%, 20% for the value of the home up to the first \$500,000 of value. Houses that are the primary residence of the owner and for which the owner files the requisite paperwork by January 31, 2028, will be eligible.

- C. Ames Electric provides electrical service to the development. Ames Electric offers rebates for certain electric equipment and appliances, including a whole-house design rebate for “net zero ready” full electric homes. The rebates can be to the homebuilder or the homeowner. Current information is available at the Ames Electric Smart Energy program.

VI. Submittal Requirements

All proposals with supporting documentation must be submitted in AmesBids prior to 2:00 PM (local time) on Tuesday, March 31, 2026.

- No verbal or faxed submittals will be accepted.
- Submittals shall have a subject line of **RFP No. 2026-XXX for the sale of single-family lots in the Baker Subdivision.**
- All late or incomplete submittals will be rejected.

A. Proposals must contain, at a minimum, the following information:

1. Buyer's description of project readiness and experience:

a. Identify the builder, developer, or contractor that meets the minimum building experience standard of the covenants.

b. Provide financing information for house construction to meet the building timelines of the covenants. This may include financial statements, a lending institution letter of support, or a pre-qualification for a construction loan from a financial institution.

c. Proposed Closing Date(s) for the purchase of the lot with final proof of financing.

2. Identify which Lot(s) and the proposed purchase price for each lot.

a. Identify an order of preference for lots in case of multiple bids for the same lot or if purchasing one lot.

b. Identify any specific contingencies related to completing the purchase, such as applying for Workforce Housing Tax Credits.

3. If purchasing three or more lots, at least two different house plans must be included. In no event can an identical house plan be on abutting lots to the side of the lot.

a. Representative House Plan and Elevation of proposed house type(s) for design intent. Actual building plans are not required with the proposal, but the information on the type of house, square footage, features, etc. It is a component of the scoring and evaluation.

4. The proposal shall contain the full name of the person, firm, or corporation submitting the proposal and the address of the person, firm, or the president of the corporation.

The proposal must contain a statement to the effect that the proposal is firm for a period of not less than 60 days after the closing date of this request and through negotiations.

No officer, member, or any other person holding any position with the City of Ames, Iowa, either appointed or elected, shall be or shall become interested directly or indirectly with the person, firm, or corporation submitting a proposal or in any portion of the profits derived by the selected Builder from this project. This exclusion does not pertain to persons who are appointed to State-created authorities.

VII. Review Process and Selection Criteria

- A. All proposals will be reviewed by City staff for eligibility, completeness, and feasibility.
- B. Proposals which meet the minimum requirements will be evaluated by the City. A proposal must be deemed responsive to the Request for Proposal to be referred to the City Council.
- C. Proposals that are deemed ineligible or infeasible will not be considered and will not be reviewed. The Buyer will be notified by e-mail.
- D. Evaluation of Proposals:

Staff will review the submitted materials for completeness related to required submittals and scoring preferences. Follow-up questions and interviews will be conducted as needed during the review period.

House Design and Character (Maximum of 50 points)

Conceptual house plans will be awarded points based on types of features proposed with the house that are complimentary to the residential character of the area, including: an enclosed garage, differentiated materials for gable faces and siding, include use of decorative bays, clipped gables, extended eave/roof elements across facades, covered porches, accentuated front entries that are in front of garages, no recessed entries located more than 15 feet behind a garage face, no narrow recessed entries between facades, use of traditional gabled and hipped roofs, proportional window placement and design.

The overall combination of features creating an aesthetically balanced and desirable front facade will be the final combined score.

Quantity of Lots and Timing (Maximum of 30 points)

Each lot purchased will be awarded 4 points, with 1 point for each lot to be purchased by October 1, 2026.

Purchase Price (Maximum of 20 points)

Scoring of proposals (Maximum of 100 points)

Purchase price will be evaluated in relation to the maximum price and the size of the lot proposed for purchase. Each lot price will be evaluated independently, not as a combined sum if buying more than one lot.

- E. Evaluation Selection Process:

The selection of the preferred Buyer(s) will utilize the following steps:

The final selection will be based upon:

1. The City Council's determination of the best proposal that meets the goals and objectives of the City;
2. A satisfactory agreement between the Buyer(s) and the City is finalized;

VIII. Contract Negotiations:

The City reserves the right to reject any and all proposals and to negotiate the terms of the contract, including but not limited to purchase price, performance timelines, and house design, with the selected Buyer prior to entering into any written agreement.

IX. Questions/Contact Persons:

Questions concerning the content of this proposal, or the review process may be directed to Karen Server, at City of Ames, Purchasing Division through AmesBids questions section; by email at karen.server@cityofames.org; or by phone at 515-239-5127.

X. Definitions

Certain words or phrases in this document are critical to a thorough understanding of the objectives and goals of the City for this project. The following definitions are offered to aid prospective Developers in the preparation of this Request for Proposals.

- A. Building and Fire Codes: Chapter 5 and Chapter 8 of the Ames Municipal Code.
- B. Buyer/Builder/Developer: Any individual, corporation, partnership, non-profit organization, or similar entity that has expressed an interest, or has been identified as having an interest, in purchasing a lot to construct a single-family detached home for ownership purposes.
- C. City: This means the City of Ames, Iowa, its elected and appointed officials, and all staff persons employed by the City of Ames.
- D. Restrictive Covenant: A provision in a deed limiting the use of the property and prohibiting certain uses.
- E. Stormwater Treatment: Chapter 5A and Chapter 5B of the Ames Municipal Code.
- F. Subdivision Ordinance: Chapter 23 of the Ames Municipal Code.
- G. SUDAS- Iowa State Uniform Design and Specifications
- H. Submittals: Those written and graphic documents prepared by Buyers that explain the strategy, approach, and specific elements that Buyers proposes to use in meeting the City's objectives
- I. Zoning Ordinance: Chapter 29 of the Ames Municipal Code.

ATTACHMENT A

Baker Subdivision Convents

Staff Report

WAIVER REQUEST FOR A RURAL TWO-LOT MINOR SUBDIVISION OF LESS THAN 35 ACRES WITHIN TWO MILES OF AMES AT 50184 180TH STREET

February 24, 2026

BACKGROUND:

Brad McCartney, of 50184 180th Street in rural Story County, recently contacted the City Council regarding his desire to subdivide a single seven-acre property into two parcels (Attachment A-Letter, Attachment B-Subdivision Proposal). In order for this to occur in the County, he has requested that the City Council waive development standards. Any division of land within two miles of Ames is subject to City review for conformance to the City's subdivision code or for consideration of a waiver of city standards (Attachment C-Location Map).

The subject property currently has one house on it. The property is northwest of the City nearly two miles from the current boundary of the City at the northern edge of the City's two-mile jurisdictional boundary. City staff identified the property as primarily Natural Area with some Agricultural based upon the policies of Ames Plan 2040 in relation to existing conditions and proximity to loway Creek (see Attachment D Sketch Plan letter). The property is not located in an Urban Reserve Area.

The purpose of the proposed subdivision is to split the existing farmstead of approximately 7.67 acres of land into two parcels of 4.523 acres and 3.147 acres separately and build a new home on the western 4.523-acre parcel. An existing home on the property would occupy the eastern 3.147 acre parcel.

Mr. McCartney is seeking a waiver of the City's Subdivision standards that would otherwise require public improvements with the division, and to waive the minimum lot size policy related to rural land use designations. Both of the identified land use designations do not support subdivisions based on the intended land use of Ames Plan 2040. However, the property is at the farthest edge of the City's two-mile boundary and could be considered for a waiver of City standards if found not to conflict with City interests. Story County would permit the division as a Rural Parcel Subdivision to create one additional lot, if the City waives its requirements.

OPTIONS:

Option 1: Approve Waiver of City Review

This option would waive the City review of this subdivision in its entirety, thereby releasing it to Story County for its review. The City would not review any component of the subdivision.

The subject subdivision cannot be accomplished within the City's regulations because of its distance from the City. Furthermore, its location does not impact planned growth areas of the

City.

This option requires filing a formal approval of a waiver by the Council. With a release of subdivision review, the applicant may proceed with submitting an application to Story County for review.

Option 2: Require a Final Plat to be submitted and reviewed with a waiver for minimum lot size of less than 35 acres.

This option would require a Final Plat for review and consideration by City Council before being considered by Story County. The intent would be to waive all improvement requirements, but retain review authority of the subdivision and its lot configuration. A Plat of Survey may be acceptable in lieu of Final Plat, pending coordination with Story County.

Option 3: Decline to waive standards in support of a subdivision at this location

This option would maintain that the Natural Area Conservation and Agricultural Area as-is with no intensification of housing by rejecting the request for a waiver from Mr. McCartney.

STAFF COMMENTS:

Mr. McCartney has communicated to staff his desire to subdivide his farmland in Story County. Ames has a policy of only subdividing land in the Urban Fringe into parcels that are at least 35 acres for areas seen as Agricultural and Farm Service classifications and not allowing subdivisions in designated Natural Area Conservation Subdivisions that intensify use near the City and do not include urban development standards, which can be counter to the City's plans for growth and expansion.

However, upon review of the Ames Plan 2040 Future Land Use and the location of this property staff does not believe that this property will ever be brought into the City. The location of this division is at the edge of the City's two-mile jurisdictional boundary. The area in general is highly unlikely to be incorporated into the City in the future due to existing development patterns in this area.

As such, given the distance near the edge of the two-mile boundary and that it is unlikely to ever come into the City, staff supports granting a waiver.

ATTACHMENT(S):

[Attachment A- Owners Letter to Council.pdf](#)

[Attachment B-Proposed Subdivision.pdf](#)

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

[Attachment D- 50184 180th Street Sketch Plan Letter.pdf](#)

Attachment A- Owners Letter

Request for waiver of sub-division requirements

Property Address: 50184 18th Street, Ames IA

Parcel ID: 05-18-100-140

Date Written: 1/12/26

Dear Ames City Council Members,

I am writing this letter as a request for waiver of the subdivision requirements and fringe area policies for a parcel division on the property listed above. My family greatly appreciates your time in looking into this matter, and hope you will take our request into consideration. We acquired this property several years ago prior to the urban fringe expansion to this area, in hopes of someday building our family home. The area in the property we are looking to build is zoned as A-1, but is not usable as high value farmland, and is mostly a flat unused area of the property. As of recently we have had our 4th child and decided to start the process of potentially designing and building a home nestled in these trees to better suite the needs of our family. With your permission in this matter, we would like to pursue this opportunity. Again, we greatly appreciate your time and look forward to hearing from you.

Brad McCartney and Family



Results:

Parcel ID - 0518100140
 Alt Id - 0518100140
 Address - 50184 180TH ST
 Owner - MCCARTNEY PROPERTIES LLC (Deed)
 Acres - 7.67
 View: [Report](#) | [Soil](#)
[Report](#) | [Pictometry Imagery](#) | [Google Maps](#)



100 ft



4868113.75, 3496708.80

Parcel ID	0518100140	Alternate ID	0518100140	Owner Address	MCCARTNEY PROPERTIES LLC
Sec/Twp/Rng	18-84-24	Class	R - Residential		50184 180TH ST
Property Address	50184 180TH ST AMES	Acreage	7.67		AMES, IA 50014-9476
District	51049 - FRANKLIN TWP/GILBERT SCH				
Brief Tax Description	SECTION:18 TOWNSHIP:84 RANGE:24 NW NW BEG 844.26' E NW COR E510' S943.3' W155.3' NW498.3' W181' N477'				

(Note: Not to be used on legal documents)



November 13, 2025

Brad McCartney
McCartney Properties
5769 North Swing Ave
Ames, Iowa 50014

RE: Sketch Plan for 50184 180th Street, Story County
REV-002423-2025

Dear Brad:

The Development Review Committee (DRC) has completed review of the Sketch Plan for 50184 180th Street. The land is located just east of N 500th Avenue, within two miles of the Ames City limits in the Ames Urban Fringe area.

The Planning and Housing Department received the Sketch Plan application on October 30, 2025. The Development Review Committee (DRC) staff met on November 12, 2025, for the pre-application conference, a required first step for any proposed subdivision, lot merger, or boundary line adjustment. It was determined that a formal meeting with the whole Development Review Committee and the applicant was not required. This letter is a follow-up to that meeting with our comments included below.

Your request is to divide the existing 7.67 acre property identified as SECTION:18 TOWNSHIP:84 RANGE:24 NW NW BEG 844.26' E NW COR E510' S943.3' W155.3' NW498.3' W181' N477' located in Story County into two parcels: One parcel would include the existing house and the second parcel would be for a new residence. The property is included within the "Agriculture and Farm Service" Fringe Land Use Designation and Natural Areas Designation. **City policy does not support land divisions within the Urban Fringe resulting in parcels less than 35 acres.**

Below are excerpts from *Ames Plan 2040*, relating to policies in the Ames Urban Fringe (those areas outside the City within two miles of the City limits):

UF3-1: Agricultural Preservation.

Agricultural areas are designated to preserve appropriate land for farming and limit the encroachment of residential and other uses into these areas. Land divisions are permissible only to allow for splitting off an existing homesite or farmstead from a farm area. Minimum lot sizes are proposed at 35 acres matching the Story County A-1 zoning standard.

UF3-2: Natural Area Conservation.

Natural areas include sensitive areas of natural habitat, steep slopes, and waterways. Natural area designations are informational based upon the Environment Element and the 2006 AUPF. Creation of new parcels within these areas for new development is prohibited. Property divisions for land conservation purposes is permissible with city approval. Land conservation is typically for larger areas to be preserved within outlots under common or private ownership or to transfer ownership to a governmental or non-governmental organization for its management. Creation of private open space may not be appropriate under this designation. Natural areas adjacent to the city may still require annexation to further city goals for orderly development patterns and resource conservation.

Chapter 23 of the Ames Municipal Code describes the requirements for subdivisions and associated improvement requirements. **The city has subdivision jurisdiction over properties within a two-mile radius of the city limits and may impose city design and improvement standards unless waived by the City Council.** Ames Plan 2040 does not support waiving the City's subdivision authority on parcels less than 35 acres.

Creating a new buildable parcel requires a referral from the Ames City Council to consider waivers and covenants before a Final Plat is submitted. You would begin by writing to the Ames City Council requesting a waiver from the City's subdivision requirements by sending a letter to the Ames City Clerk's Office at Renee.Hall@cityofames.org. The phone number for the City Clerk's Office is (515) 239-5105.

City Council would then consider the request as it relates to our Fringe Area policies and the Subdivision Ordinance. The Council may or may not agree to waive requirements. If Council agrees to the waiver, you may then proceed with a Final Plat application for City review and approval. **If no waiver is granted, the subdivision will then require compliance with the City's infrastructure standards and require submittal of a Preliminary Plat including public improvements.**

Story County Planning and Development has also reviewed the Sketch Plan. They will be contacting you about their standards for subdividing land. After you receive word from Story County, you may determine whether or not you wish to proceed with a waiver request.

If you have any questions, please contact me at (515) 239-5400, or by email at: justin.moore@cityofames.org.

Sincerely,



Justin Moore
Planner

CC: Leanne Harter, Story County Planning & Development

Staff Report

STAFF REPORT ON 2026 NEIGHBORHOOD CONNECTIONS INITIATIVE

February 24, 2026

BACKGROUND:

The City Council held its annual goal-setting retreat in January 2026, updating [its goals](#) to continue including the statement, "We Value Communication and Engagement with the Public." To support this value, the City Manager's Office is proposing the 2026 Neighborhood Connections initiative, focused on building strong, thriving neighborhoods, and increasing engagement with residents regarding major City projects, studies, and policy changes.

This initiative aims to:

- Strengthen civic trust and communication between residents and the City
- Build new social connections amongst neighbors and with City staff
- Identify community strengths while learning about neighborhood priorities
- Provide residents with resources to create long-lasting community relationships amongst one another
- Educate residents about City of Ames services
- Conducting outreach regarding City services, projects and programs

As proposed, the 2026 Neighborhood Connections will consist of four strategies, listed below along with their associated completion timelines:

Strategy 1: Connecting with and Strengthening existing Neighborhood Associations - Completed by March 2026

This strategy will initially focus on reaching out to known active neighborhood associations through a survey to learn more about their current membership, how they operate, how they receive information from the City, and how the City might support their group. Based on information gathered, staff will follow up with additional information about City services that may be relevant or of interest to members, such as the free weatherization offerings through the Green Iowa AmeriCorps program, utility rebates, and more. Staff will also update the contact list for neighborhood associations.

Strategy 2: Refreshing the Neighborhood Improvement Program - Completed by June 2026

The Neighborhood Improvement Program (Program) was established on [January 23, 1996](#). The City Council has annually allocated \$50,000 in the Capital Improvements Plan budget towards the Program. The purpose of the Program is to: 1) strengthen a neighborhood's appearance with the addition of permanent physical improvements, and 2) promote a greater sense of community through resident participation in a neighborhood project.

For the last two fiscal years (FY 2023/24 and FY 2024/25), no major projects were completed, and the majority of the funds were not expended. Staff believes the primary reason for the underuse of this program is due to fewer active neighborhood associations and a lack of awareness about the program. Neighborhood associations are less common nowadays and less influential than they were twenty years ago.

While the program has seen many years of success in the past, in keeping with City staff's Excellence through People value of continuous improvement, staff believes with the recent underutilization, it is an appropriate time to reevaluate this program. With modifications to the grant program, it can continue to be a catalyst for building social connections amongst neighbors and strengthening neighborhoods (the original intent). Investing in this effort can increase the quality of life in Ames.

With Strategy Two, staff will engage with previous applicants who have received funding to learn about their experiences. Staff will also develop an engagement plan to seek feedback from residents regarding what to consider in an updated program. From the input received, staff will propose an updated program and bring it before Council for final approval this spring.

Strategy 3: Road Trip through Ames: Stops to Build Connections - Conducted between May - September 2026

A proposed new strategy called "Road Trip through Ames" will consist of informational block parties where City staff will travel through Ames and make five separate neighborhood "stops". This City's mobile command trailer and the block party trailer will be used to provide a welcoming and inviting space to engage and interact with residents about City programs and services. Family-friendly activities will also be provided.

Staff has proposed five zones (see Attachment A) where a "stop" will be hosted. The exact locations are yet to be determined, however staff will strive to find a willing community partner (such as a nonprofit agency) within that zone to co-host the event. If a community partner is not available, staff will find a local park or a safe street to block off to host the event. Final locations are anticipated to be secured by April with the first event occurring in May and throughout the summer months.

Outreach Stops:

Attachment B contains a proposed layout of each stop, which highlights the different components at each event including several engaging presentations and activities. Additionally, staff will provide light refreshments as an incentive to draw neighbors to engage.

The Mobile Crisis Command Trailer will be set up as a station where community members can provide input about current projects. This trailer will also be available for participants to tour, and a portion of it will be set up for residents to participate in recording an episode of the "Up Close" podcast facilitated by a communications staff member. Participants will be asked to share how they arrived in Ames; what they think of when they hear the word "Ames"; what hidden gems they have found in Ames; and how their perspective of Ames has evolved over time.

The Neighborhood Block Party Trailer will also be used since it is stocked with tables, chairs, games, and other supplies to ensure the event can be successful.

The list below contains the other possible educational and outreach activities. Selected activities for each stop will ultimately be based on the time of the year of the stop, the ongoing City projects at the time, and the available department representatives to staff the events. It should be noted that these engagement sessions will also be a Council Connect opportunity.

Education and outreach activities:

- Display boards outlining the structure of the City of Ames and its services, along with key staff contacts
- Tabling opportunities for City departments
- AHRC or other board/commission presence to promote their mission
- Posters describing how residents can sign up for e-notifications, reserve the block party trailer, apply for City grants, and more
- Neighborhood connection building kits that provide participants with easy-to-use connection tools and information demonstrating why building social connections with neighbors matters.
- Activities to facilitate neighbors exchanging contact information with one another.

Additionally, at each stop, staff will provide a large map of the area and engage participants in pinpointing community assets and resources nearby.

Strategy 4: Connect with Existing Groups and Events - Starting in April 2026

There are many active community groups in Ames already that bring people together for various reasons. With strategy four, staff will compile a list of known social groups that convene regularly and make a concerted effort to connect with leaders of these social groups to explore the possibility of attending their meetings or events. This would be an opportunity to share information about City services and gather input on City programs and projects during occasions where people are already gathering. Examples of these groups may include service clubs, faith congregations, cultural organization, nonprofit gatherings, and more. Building connections with community leaders also has the potential to provide new methods of disseminating City information.

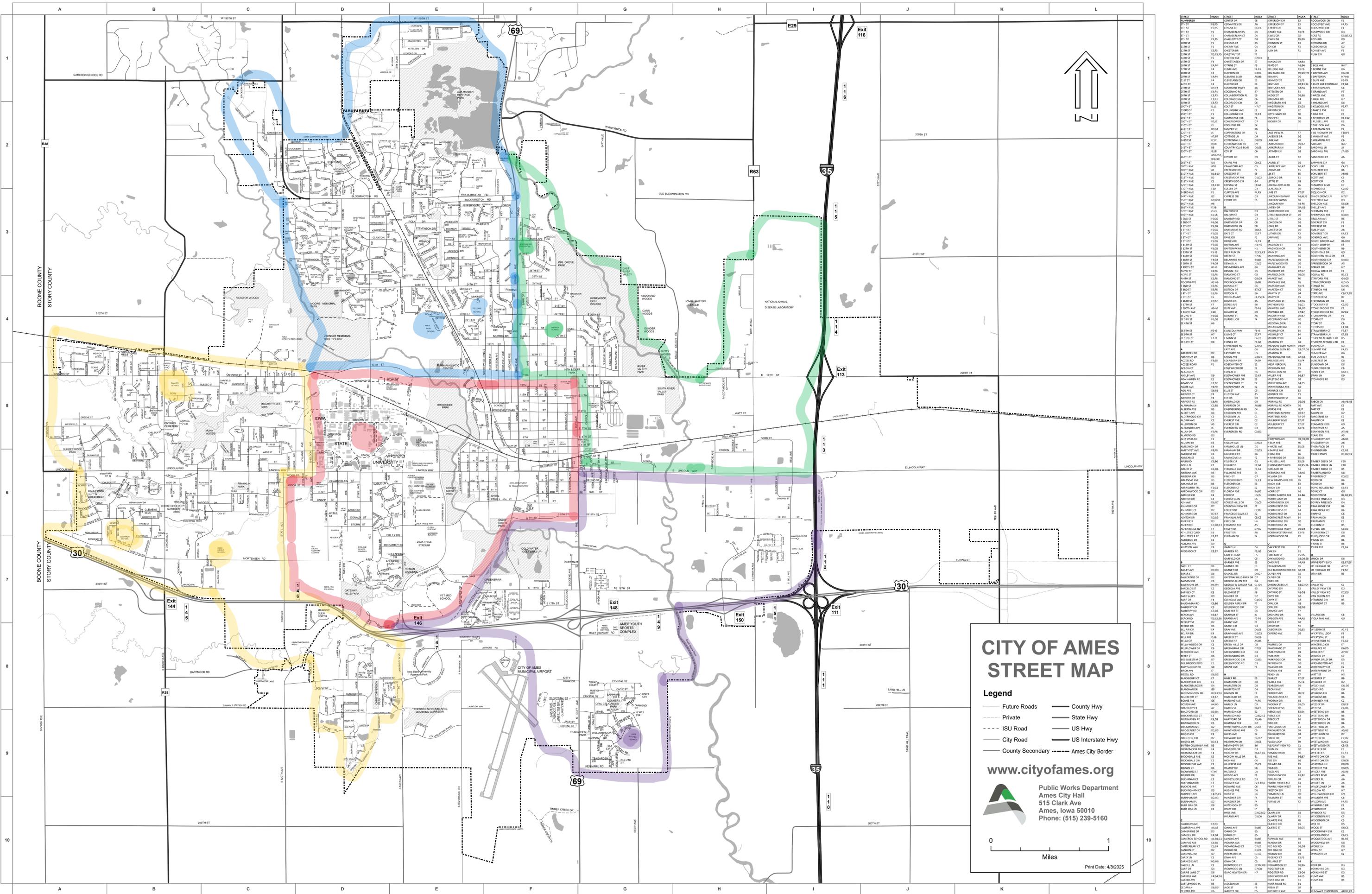
STAFF COMMENTS:

To support the City Council's 2026–2027 goals, staff will kick off the 2026 Neighborhood Connections initiative with the four strategies outlined above. Additional strategies may be added over time as the initiative grows. Staff welcomes feedback and suggestions from Council.

ATTACHMENT(S):

[Attachment A.pdf](#)

[Attachment B.pdf](#)

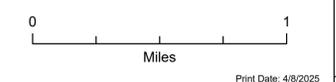


CITY OF AMES STREET MAP

- Legend**
- Future Roads
 - Private
 - ISU Road
 - City Road
 - County Secondary
 - County Hwy
 - State Hwy
 - US Hwy
 - US Interstate Hwy
 - Ames City Border

www.cityofames.org

Public Works Department
Ames City Hall
515 Clark Ave
Ames, Iowa 50010
Phone: (515) 239-5160



INDEX	STREET	INDEX	STREET	INDEX	STREET	INDEX
1	1ST ST	16	16TH ST	31	31ST ST	46
1	2ND ST	17	17TH ST	32	32ND ST	47
1	3RD ST	18	18TH ST	33	33RD ST	48
1	4TH ST	19	19TH ST	34	34TH ST	49
1	5TH ST	20	20TH ST	35	35TH ST	50
1	6TH ST	21	21ST ST	36	36TH ST	51
1	7TH ST	22	22ND ST	37	37TH ST	52
1	8TH ST	23	23RD ST	38	38TH ST	53
1	9TH ST	24	24TH ST	39	39TH ST	54
1	10TH ST	25	25TH ST	40	40TH ST	55
1	11TH ST	26	26TH ST	41	41ST ST	56
1	12TH ST	27	27TH ST	42	42ND ST	57
1	13TH ST	28	28TH ST	43	43RD ST	58
1	14TH ST	29	29TH ST	44	44TH ST	59
1	15TH ST	30	30TH ST	45	45TH ST	60
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2	2ND ST	62	62ND ST	77	77TH ST	92
2	3RD ST	63	63RD ST	78	78TH ST	93
2	4TH ST	64	64TH ST	79	79TH ST	94
2	5TH ST	65	65TH ST	80	80TH ST	95
2	6TH ST	66	66TH ST	81	81ST ST	96
2	7TH ST	67	67TH ST	82	82ND ST	97
2	8TH ST	68	68TH ST	83	83RD ST	98
2	9TH ST	69	69TH ST	84	84TH ST	99
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4	14TH ST	149	149TH ST	164	164TH ST	164
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5	5TH ST	170	170TH ST	185	185TH ST	185
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6	15TH ST	210	210TH ST	225	225TH ST	225
7	1ST ST	226	226TH ST	241	241ST ST	241
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9	2ND ST	287	287TH ST	302	302ND ST	302
9	3RD ST	288	288TH ST	303	303RD ST	303
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9	14TH ST	299	299TH ST	314	314TH ST	314
9	15TH ST	300	300TH ST	315	315TH ST	315
10	1ST ST	316	316TH ST	331	331ST ST	331
10	2ND ST	317	317TH ST	332	332ND ST	332
10	3RD ST	318	318TH ST	333	333RD ST	333
10	4TH ST	319	319TH ST	334	334TH ST	334
10	5TH ST	320	320TH ST	335	335TH ST	335
10	6TH ST	321	321ST ST	336	336TH ST	336
10	7TH ST	322	322ND ST	337	337TH ST	337
10	8TH ST	323	323RD ST	338	338TH ST	338
10	9TH ST	324	324TH ST	339	339TH ST	339
10	10TH ST	325	325TH ST	340	340TH ST	340
10	11TH ST	326	326TH ST	341	341ST ST	341
10	12TH ST	327	327TH ST	342	342ND ST	342
10	13TH ST	328	328TH ST	343	343RD ST	343
10	14TH ST	329	329TH ST	344	344TH ST	344
10	15TH ST	330	330TH ST	345	345TH ST	345

Display boards
(fire station 2,
animal shelter, etc.)

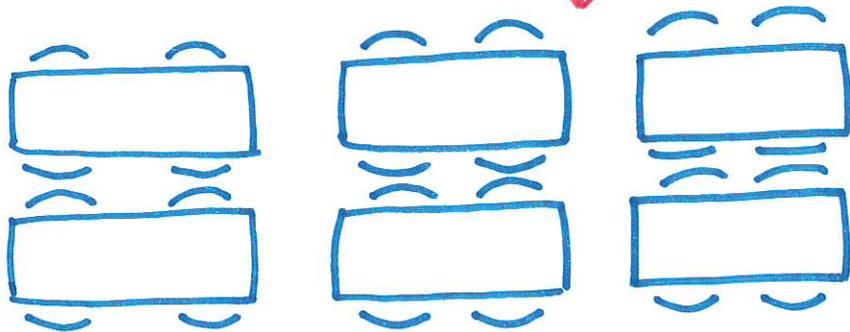
AHRC

COA

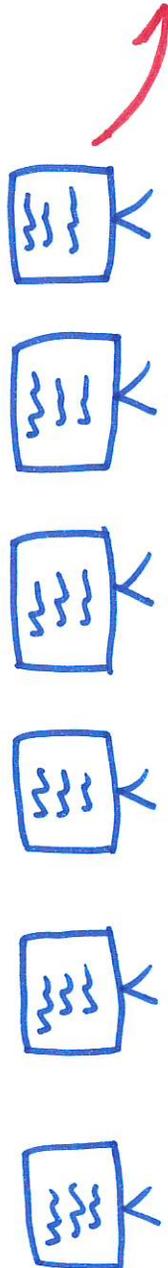
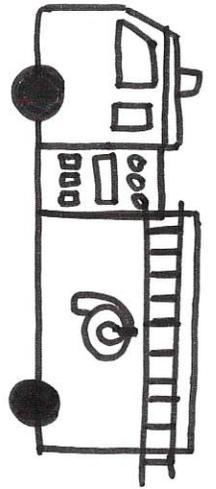
Staff
tabling



Tables & chairs



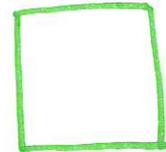
Fire



Block Party
Trailer

Games

Donuts/coffee



Asset
map

Podcast

Mobile Crisis
Command Trailer

QR code
survey

Staff
tabling

open for
tours

COA

COA

Incentives:

- Donuts
- COA water
- Coffee
- Ice cream

ITEM #: 29
 DATE: 02-24-26
 DEPT: PW

COUNCIL ACTION FORM

SUBJECT: 2022/23 BRIDGE REHABILITATION PROGRAM (S. 4TH PEDESTRIAN BRIDGE OVER IOWAY CREEK)

BACKGROUND:

This project includes constructing a prefabricated pedestrian bridge over Ioway Creek along the southeast side of the existing bridge on S. 4th Street, and constructing a shared use path from the north side of the pedestrian bridge to the intersection of S. 4th Street & University Blvd, as shown in the attached map. This shared use path will provide connectivity from University Blvd across Ioway Creek along the south side of S. 4th Street.

Shared use-path construction is anticipated for the summer of 2026. Due to significant lead times for the pedestrian bridge, it is estimated the bridge and path connections to the bridge will be installed in spring 2027. Staff has coordinated extensively with Iowa State University and adjacent properties regarding the construction activities for this project, and will provide additional coordination as construction progresses.

On February 18, 2026, bids for the project were received as follows:

Bidder	Bid Amount
<i>Engineer's Estimate</i>	\$1,603,006.40
Boulder Contracting, LLC	\$1,577,234.95
United Contractors, Inc.	\$1,730,166.50
Cramer & Associates, Inc.	\$1,960,989.50
Herberger Construction Company Inc.	\$1,984,239.30
Peterson Contractors, Inc.	\$2,166,147.14

The table below shows estimated expenses and revenues for this project:

Expenses	Amount	Revenues	Amount
Design	\$95,000.00		
Construction (this action)	\$1,577,234.95		
Contract Administration	\$50,000.00		
		FY 22/23 Bridge Rehab G.O. Bonds	\$700,000
		Iowa State University Funding (estimated)	\$80,200
		Skunk River Trail Redirected Local Option Funding	\$800,000
		FY 23/24 Bridge Rehab Road Use Tax	\$300,000
Totals	\$1,722,234.95		\$1,880,200

ALTERNATIVES:

1. Accept the report of bids, approve final plans and specifications, and award a contract to Boulder Contracting, LLC of Grundy Center, Iowa, in the amount of \$1,577,234.95.
2. Award the contract to one of the other bidders.
3. Do not approve this project.

CITY MANAGER'S RECOMMENDED ACTION:

This project will complete a significant bicycle and pedestrian connection for all users of the area, including large special events. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[Map.pdf](#)



University Blvd

S. 4th Street

Approximate
Project
Location

Clear span
prefabricated
Keystone
Truss bridge.

ITEM #: 30
DATE: 02-24-26
DEPT: PW

COUNCIL ACTION FORM

SUBJECT: 2023/24 STORMWATER EROSION CONTROL PROGRAM (INIS GROVE)

BACKGROUND:

The Stormwater Erosion Control Program is an annual program for the stabilization of areas that have become eroded in streams, channels, swales, gullies, or drainage ways that are part of the City’s stormwater system.

This project involves the stabilization of the ravine within Inis Grove Park, directly north of the Miracle League Park and Playground. The project is planned for construction over a single year and in one stage. The construction will allow uninterrupted access to the Inis Grove Park and will include fencing to keep children and other park users out of the construction area. The project will replace sections of storm sewer pipe, as well as armoring of the ravine to heavily reduce erosion in the area. Plans and specifications for this project were completed by WHKS.

This program also includes a project along College Creek, which was completed and accepted by City Council on October 14, 2025.

On February 18, 2026, bids for the Inis Grove project were received as follows:

Bidder Name	Bid Total
Engineer's Estimate	\$442,060.00
Nagel Construction	\$346,267.50
Con Struct Inc.	\$470,349.00
Absolute Concrete Construction Inc.	\$563,530.00

A summary of revenues and projected expenses is shown below:

Description	Revenue	Expenses
2023/24 Stormwater Erosion Control Program (Stormwater Utility Funds)	\$850,000	
Construction Bid (Nagel Construction)		\$346,267.50
Construction Complete (College Creek)		\$114,156.37
Engineering/Administration (Overall Program)		\$130,000.00
TOTAL	\$850,000	\$590,423.87

ALTERNATIVES:

1. Approve a resolution to:
 - a. Accept the report of bids for the 2023/24 Stormwater Erosion Control (Inis Grove) project.
 - b. Approve the final plans and specifications for this project.
 - c. Award the 2023/24 Stormwater Erosion Control project to Nagel Construction of Allerton, Iowa, in the amount of \$346,267.50.
2. Award the contract to one of the other bidders.
3. Do not approve the project.

CITY MANAGER'S RECOMMENDED ACTION:

This project will prevent further erosion from occurring within the ravine, protecting stormwater infrastructure from future failures. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

ATTACHMENT(S):

[Inis Grove Ravine Stabilization Construction Area.pdf](#)

2023/24 Stormwater Erosion Control Program Inis Grove Ravine Stabilization Construction Area



Legend

 Construction Area

ITEM #: 31
 DATE: 02-24-26
 DEPT: PW

COUNCIL ACTION FORM

**SUBJECT: 2025/26 COLLECTOR STREET PAVEMENT IMPROVEMENTS
 (BLOOMINGTON ROAD)**

BACKGROUND:

This annual program focuses on reconstruction or rehabilitation of collector streets. The project involves a mill and overlay of Bloomington Road from George Washington Carver Avenue to 500 feet west of Eisenhower Avenue. The pavement surface along this portion of Bloomington Road has begun to show cracking and settlement. **This project will remove and replace the existing surface before further deterioration occurs that would necessitate more expensive full removal and replacement.**

The shared use path on the south side of Bloomington Road from Stange Road to the east end of the project will also be replaced in conjunction with the roadway resurfacing work. The existing shared use path is experiencing joint failures due to freeze/thaw cycles.

Additionally, pedestrian ramps at the intersection of Stange Road and Bloomington Road will be upgraded to current standards, and new push button poles will be installed for pedestrian crossings. Pedestrian crossing enhancements at Bloomington Road and Hyde Avenue will be coordinated with a traffic signal installation at Hyde Avenue in future fiscal years.

Because this project includes State of Iowa grant funding administered by the Ames Area Metropolitan Planning Organization (AAMPO), bids were solicited through the Iowa Department of Transportation bid letting process.

On February 17, 2026, bids for the project were received as follows:

Bidder	Bids
<i>Engineer's Estimate</i>	\$1,063,237.00
Manatts, Inc	896,852.24
Inroads Paving, LLC	1,088,884.47

A table of total revenues and estimated costs is shown below :

Description	Revenue	Expenses
2025/26 Collector Street Improvements (G. O. Bonds)	\$ 500,000	
AAMPO Surface Transportation Block Grant (STBG)	700,000	
Construction (As Bid)		\$ 896,852.24
Engineering/Administration		200,000.00
TOTAL	\$1,200,000	\$1,096,852.24

ALTERNATIVES:

1. Approve a resolution to:
 - a. Accept the report of bids for the 2025/26 Collector Street Pavement Improvements (Bloomington Road) project.
 - b. Approve the final plans and specifications for this project.
 - c. Award the 2025/26 Collector Street Pavement Improvements (Bloomington Road) project to Manatt's, Inc, of Ames, Iowa, in the amount of \$896,852.24.

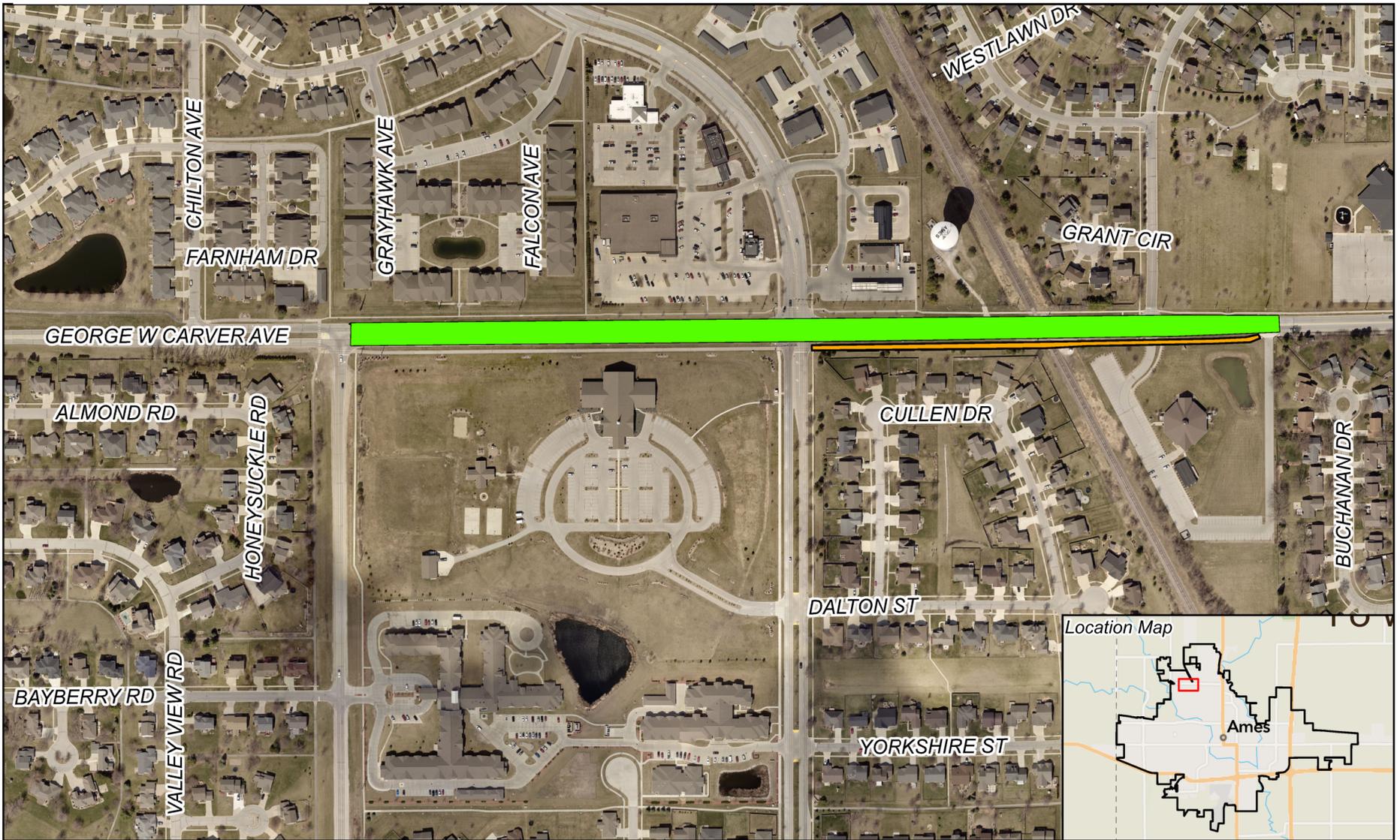
2. Do not approve this project.

CITY MANAGER'S RECOMMENDED ACTION:

Accepting the report of bids and awarding a contract will allow this project to proceed, improving street conditions and lowering maintenance costs. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[2025-26_Collector_St_Location_Map.pdf](#)



Project Location



Shared Use Path Replacement



ITEM #: 32
 DATE: 02-24-26
 DEPT: PW

COUNCIL ACTION FORM

**SUBJECT: 2025/26 CONCRETE STREET PAVEMENT IMPROVEMENTS PROGRAM
 NO. 1 (CLARK AVE)**

BACKGROUND:

The Concrete Street Pavement Improvements Program is the annual program for the removal and replacement of deteriorated pavements from concrete streets and replacement with a new pavement surface.

This project involves the reconstruction of Clark Ave from 9th St to 13th St. The project is planned for construction in two stages over a single year. The majority of the residents along the project have secondary access to alleys that run behind the properties for Clark Ave.

This project will include removal and replacement of the pavement surface as well as the replacement of storm sewer and sanitary sewer structures and spot pipe repairs. New water main is also planned for the length of the project. Sidewalk ramps within the project limits will be brought up to current standards. Plans and specifications for this project were completed by WHKS of Ames, IA.

This program also includes separate projects located along Campus Avenue and Sunset Drive that will be bid independently of the Clark Avenue project.

On February 18, 2026, bids for the project were received as follows:

Bidder	Bids
Engineer's Estimate	\$1,665,000.00
Con-Struct	\$1,114,875.50
TK Concrete	\$1,349,961.13
Absolute Concrete	\$1,466,999.50
All Star Concrete	Non-Responsive

The non-responsive bid received was due to not all bid items on the proposal form being completed with a unit price.

A summary of revenues and projected expenses is shown below:

Description	Revenue	Expenses
2025/26 Concrete Pavement Improvements (G.O. Bonds)	\$1,250,000	
2025/26 Clear Water Diversion Program	53,000	
2025/26 Water System Improvements	512,000	

Construction (as bid)		\$1,114,875.50
Engineering/Administration		150,000.00
TOTAL	\$1,815,000	\$1,264,875.50

ALTERNATIVES:

1. Approve a resolution to:
 - a. Accept the report of bids for the 2025/26 Concrete Street Pavement Improvements No. 1 (Clark Ave) project.
 - b. Approve the final plans and specifications for this project.
 - c. Award the 2025/26 Concrete Street Pavement Improvements No. 1 (Clark Ave) project. to Con-Struct, Inc, of Ames, Iowa, in the amount of \$1,114,875.50.
2. Award the contract to one of the other responsive bidders.
3. Do not approve this project.

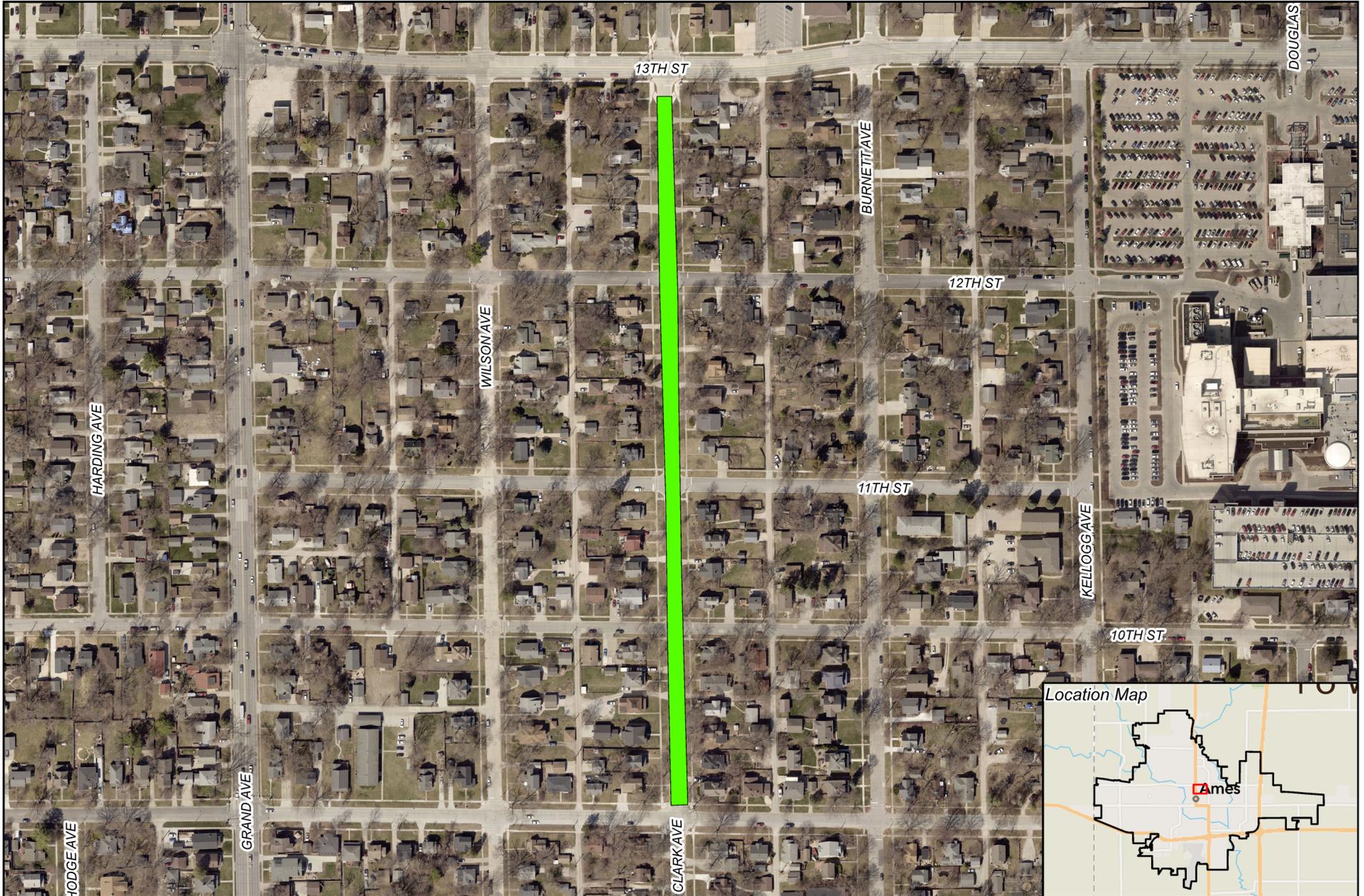
CITY MANAGER'S RECOMMENDED ACTION:

This project will provide an improved street surface, thereby reducing future maintenance costs. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[2025-26 Concrete Street Clark Ave Location Map.pdf](#)

Clark Ave 9th St to 13th St



2026 Clark Ave Project Location



ITEM #: 33
 DATE: 02-24-26
 DEPT: PW

COUNCIL ACTION FORM

**SUBJECT: 2025/26 CONCRETE STREET PAVEMENT IMPROVEMENTS PROGRAM
 NO. 2 (SUNSET DRIVE)**

BACKGROUND:

The Concrete Street Pavement Improvements Program is the annual program for the removal and replacement of deteriorated pavements from concrete streets and replacement with a new pavement surface.

This project involves the reconstruction of Sunset Drive from Ash Ave to Beach Ave. Sunset Drive is primarily home to fraternities and sororities where residents typically relocate during the end of July and the first weeks of August. The project is planned for construction over two years to avoid impacting this typical relocation period for residents.

This project will include removal and replacement of the pavement surface as well as the replacement of storm sewer and sanitary sewer structures and spot pipe repairs. The majority of storm sewer pipe along the project will be replaced, and new water main will be installed for the length of the project. Sidewalk ramps within the project limits will be brought up to current standards. Plans and specifications for this project were completed by WHKS of Ames, IA.

This program also includes separate projects located along Campus Avenue and Clark Avenue that will be bid independently of the Sunset Drive project.

On February 18, 2026, bids for the project were received as follows:

Bidder	Bids
Engineer's Estimate	\$ 1,675,000.00
Con-Struct, Inc.	1,295,903.20
All Star Concrete	1,587,255.70

A summary of revenues and projected expenses is shown below:

Description	Revenue	Expenses
2025/26 Concrete Pavement Improvements (G.O. Bonds)	\$1,100,000	
2025/26 Sanitary Sewer System Improvements Program	95,000	
2025/26 Stormwater Improvement Program	270,000	

2025/26 Water System Improvements Program	340,000	
Construction (as bid)		\$1,295,903.20
Engineering/Administration		130,000.00
TOTAL	\$1,805,000	\$1,425,903.20

ALTERNATIVES:

1. Approve a resolution to:
 - a. Accept the report of bids for the 2025/26 Concrete Street Pavement Improvements No. 2 (Sunset Dr) project.
 - b. Approve the final plans and specifications for this project.
 - c. Award the 2025/26 Concrete Street Pavement Improvements No. 2 (Sunset Dr) project to Con-Struct, Inc, of Ames, Iowa, in the amount of \$1,295,903.20.
2. Award the contract to the other bidder.
3. Do not approve this project.

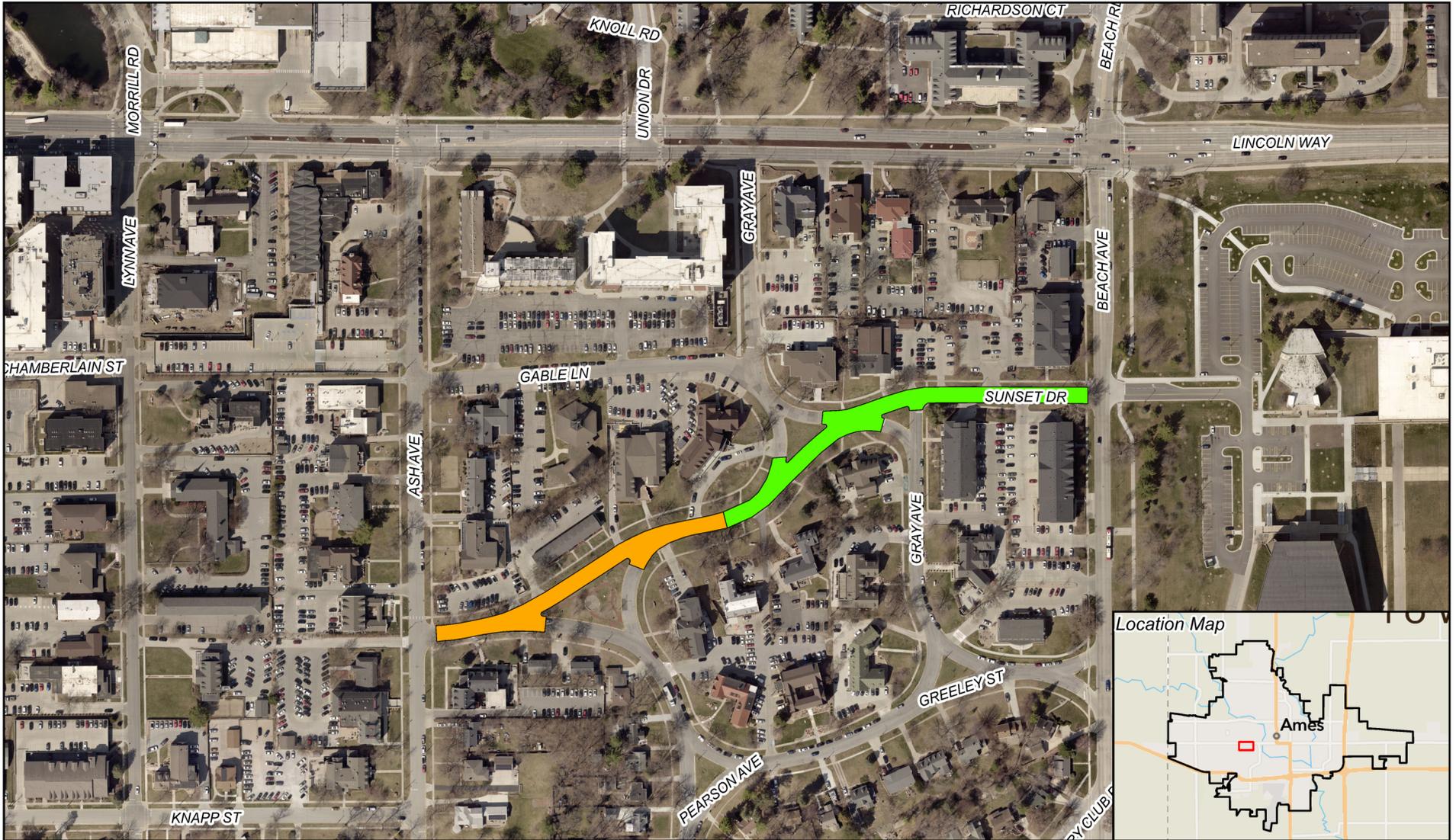
CITY MANAGER'S RECOMMENDED ACTION:

This project will provide an improved street surface, thereby reducing future maintenance costs. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[2025-26 Concrete Street Sunset Dr Location Map.pdf](#)

Sunset Dr Ash Ave to Beach Ave



Sunset Dr 2026 Project Location



Sunset Dr 2027 Project Location



ITEM #: 34
 DATE: 02-24-26
 DEPT: PW

COUNCIL ACTION FORM

**SUBJECT: 2025/26 CONCRETE STREET PAVEMENT IMPROVEMENTS PROGRAM
 NO. 3 (CAMPUS AVENUE)**

BACKGROUND:

The Concrete Street Pavement Improvements Program is the annual program for the removal and replacement of deteriorated pavements from concrete streets and replacement with a new pavement surface.

This project involves the reconstruction of Campus Avenue from Lincoln Way to Oakland Ave. Campus Avenue is primarily rental properties where residents typically are relocating during the end of July and the first weeks of August. The project is planned for construction over two years to avoid impacting this typical relocation period for residents.

This project will include removal and replacement of the pavement surface as well as the replacement of storm sewer, sanitary sewer structures, and spot pipe repairs. Sidewalk ramps in the project limits will be replaced to meet current ADA requirements.

This program also includes separate projects located along Clark Avenue and Sunset Drive that will be bid independently of the Campus Avenue project.

WHKS was contracted for the design of this project and have completed the plans and specifications. **Engineering costs shown in the table below include the cost of WHKS's design for all streets in the 2025/26 Concrete Street Pavement Improvements Program.** However, for accounting purposes, the engineering and administration costs will be divided appropriately among the projects in the Concrete Pavement Improvements Program at final acceptance so the capital assets can be accurately valued.

On February 18, 2026, bids for the project were received as follows:

Bidder	Bids
Engineer's Estimate	\$1,080,000.00
Con-Struct, Inc.	838,938.00
All Star Concrete	1,039,289.90

A summary of revenues and projected expenses is shown below:

Description	Revenue	Expenses
2025/26 Concrete Pavement Improvements (G.O. Bonds)	\$1,450,000	
2025/26 Sanitary Sewer System Improvements Program	80,000	

Construction (as bid)		\$ 838,938
Engineering/Administration		450,000
TOTAL	\$1,530,000	\$1,288,938

ALTERNATIVES:

1. Approve a resolution to:
 - a. Accept the report of bids for the 2025/26 Concrete Street Pavement Improvements No. 3 (Campus Ave) project.
 - b. Approve the final plans and specifications for this project.
 - c. Award the 2025/26 Concrete Street Pavement Improvements No. 3 (Campus Ave) project. to Con-Struct, Inc, of Ames, Iowa, in the amount of \$838,938.

2. Award the contract to the other bidder.

3. Do not approve this project.

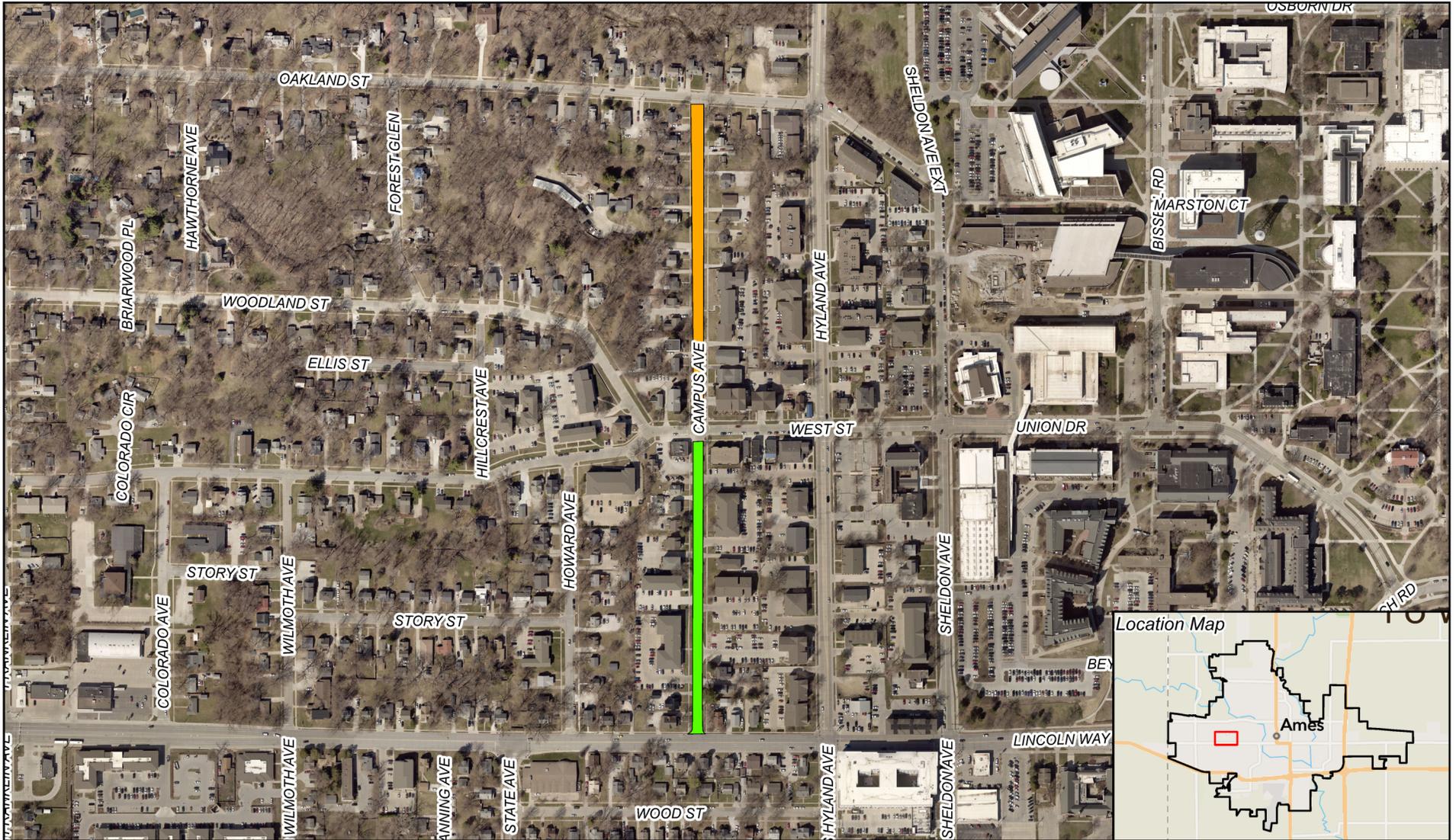
CITY MANAGER'S RECOMMENDED ACTION:

This project will provide an improved street surface, thereby reducing future maintenance costs. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[2025-26 Concrete Street Campus Ave Location Map.pdf](#)

Campus Ave Lincoln Way to Oakland St



2026 Campus Ave Project Location



2027 Campus Ave Project Location



ITEM #: 35
 DATE: 02-24-26
 DEPT: PW

COUNCIL ACTION FORM

SUBJECT: SANITARY SEWER SYSTEM IMPROVEMENTS PROGRAM (E. LINCOLN WAY AND NIKKOL TRUNK LINE)

BACKGROUND:

This is the annual program for rehabilitation/reconstruction of deficient sanitary sewers and deteriorated manholes at various locations throughout the city. The goal of this program is to identify and remove major sources of inflow/infiltration (I/I) as a means of lowering the peak wet weather flow at the treatment plant. By eliminating I/I in these sewer mains, the sanitary sewer system will also regain needed capacity. **This project includes the rehabilitation and lining of sanitary sewer segments along E. Lincoln Way and the Nikkol Trunk Line, extending from E. Lincoln Way to south of U.S. Highway 30.**

On February 18, 2026, bids for the project were received as follows:

Bidder	Bid Amount
<i>Engineer's Estimate</i>	\$7,540,000.00
Municipal Pipe Tool Co.	\$4,462,230.40
SAK Construction, LLC	\$6,225,796.00
Michels Trenchless	\$6,923,964.00
Visu-Sewer	\$6,968,619.85

The revenues and expenses associated with this program are estimated as follows:

Description	Available Revenue	Estimated Expenses
State Revolving Fund (SRF)	\$8,000,000	
Construction		\$4,462,230.40
Engineering/Administration (est.)		250,000
TOTAL	\$8,000,000	\$4,712,230.40

The debt service payments in conjunction with this SRF loan will be paid from revenues in the Sanitary Sewer Utility Fund.

Two required steps are still needed to comply with the SRF procedures before the City Council will be in a position to award a contract. First, on March 10, the City Council will be asked to set the date of the public hearing for March 24. Second, at the March 24 hearing, the City Council will be asked to approve the required resolutions regarding the issuance of the SRF debt. At that same meeting, the City Council will then be asked to award the bid for this project to Municipal Pipe Tool Co.

ALTERNATIVES:

1. Approve the following for the Sanitary Sewer Rehabilitation (E. Lincoln Way and Nikkol Trunk Line) Project:
 - a. Accept the report of bids for the project.
 - b. Delay the award of bid to allow staff to follow SRF procedure.
2. Do not proceed with this project at this time.

CITY MANAGER'S RECOMMENDED ACTION:

This project will improve the sanitary sewer system by restoring structural integrity of deteriorating sewer segments and by removing inflow and infiltration to regain valuable capacity within the system. Delaying the award allows time for the processing of the SRF loan documents prior to awarding the project. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

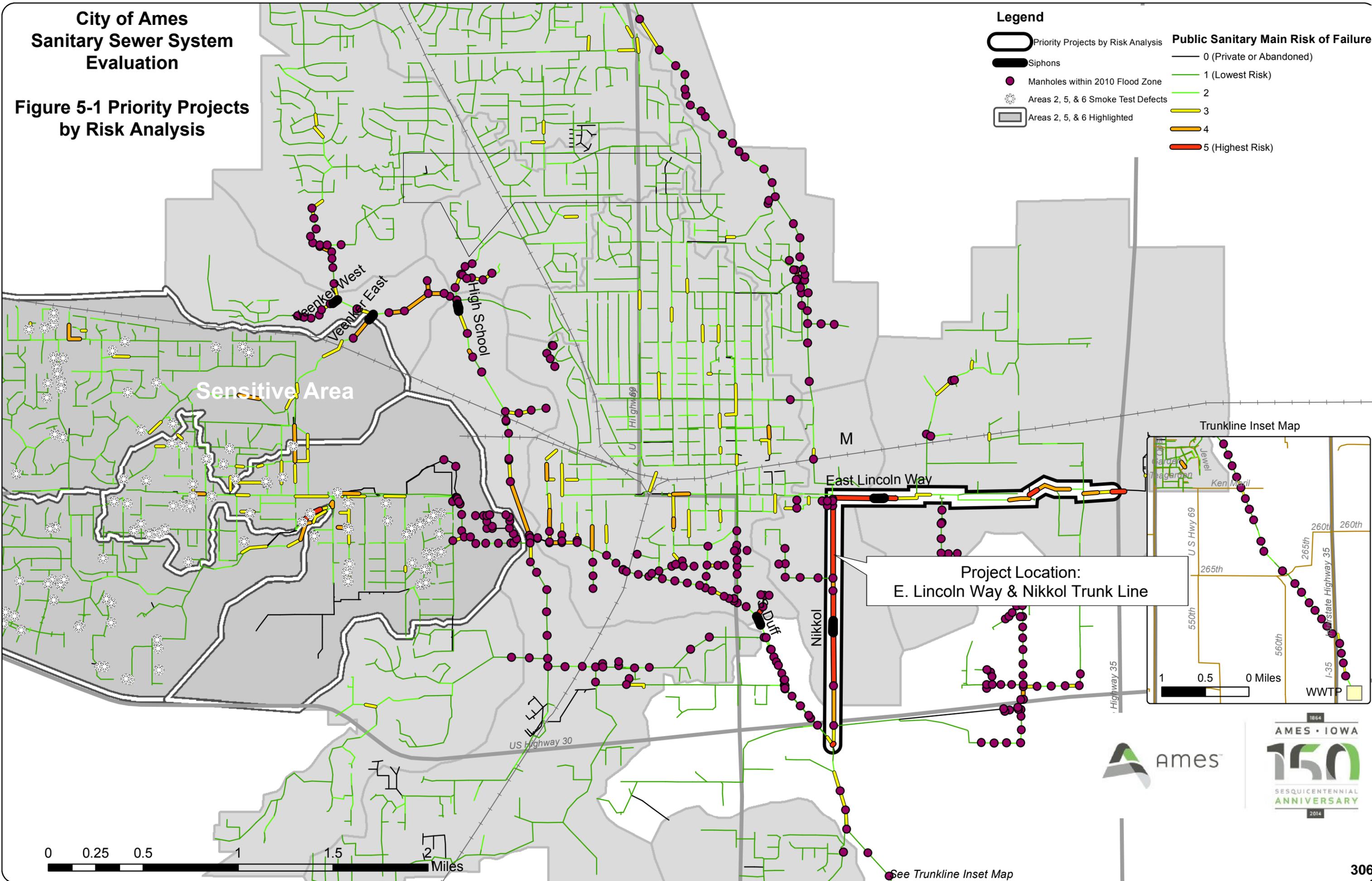
[E Lincoln Way & Nikkol Trunk Line.pdf](#)

**City of Ames
Sanitary Sewer System
Evaluation**

**Figure 5-1 Priority Projects
by Risk Analysis**

Legend

-  Priority Projects by Risk Analysis
 -  Siphons
 -  Manholes within 2010 Flood Zone
 -  Areas 2, 5, & 6 Smoke Test Defects
 -  Areas 2, 5, & 6 Highlighted
- Public Sanitary Main Risk of Failure**
 -  0 (Private or Abandoned)
 -  1 (Lowest Risk)
 -  2
 -  3
 -  4
 -  5 (Highest Risk)



Project Location:
E. Lincoln Way & Nikkol Trunk Line



See Trunkline Inset Map

ITEM #: 36
 DATE: 02-24-26
 DEPT: PW

COUNCIL ACTION FORM

SUBJECT: SANITARY SEWER SYSTEM IMPROVEMENTS PROGRAM (BASIN 11)

BACKGROUND:

This is the annual program for rehabilitation/reconstruction of deficient sanitary sewers and deteriorated manholes at various locations throughout the city. The goal of this program is to identify and remove major sources of inflow/infiltration (I/I) as a means of lowering the peak wet weather flow at the treatment plant. By eliminating I/I in these sewer mains, the sanitary sewer system will also regain needed capacity. **This project includes the rehabilitation of sanitary sewer segments and manholes within Basin 11, which is located on the east side of Ames.**

On February 18, 2026, bids for the project were received as follows:

Bidder	Bid Amount
<i>Engineer's Estimate</i>	\$2,100,000.00
Municipal Pipe Tool Co.	\$1,616,102.90
Visu-Sewer	\$2,560,299.25

The revenues and expenses associated with this program are estimated as follows:

Description	Available Revenue	Estimated Expenses
State Revolving Fund (SRF)	\$2,500,000	
Construction (est.)		\$1,616,102.90
Engineering/Administration (est.)		250,000.00
TOTAL	\$2,500,000	\$1,866,102.90

The debt service payments in conjunction with this SRF loan will be paid from revenues in the Sanitary Sewer Utility Fund.

Two required steps are still needed to comply with the SRF procedures before the City Council will be in a position to award a contract. First, on March 10, the City Council will be asked to set the date of the public hearing for March 24. Second, at the March 24 hearing, the City Council will be asked to approve the required resolutions regarding the issuance of the SRF debt. At that same meeting, the City Council will then be asked to award the bid for this project to Municipal Pipe Tool Co.

ALTERNATIVES:

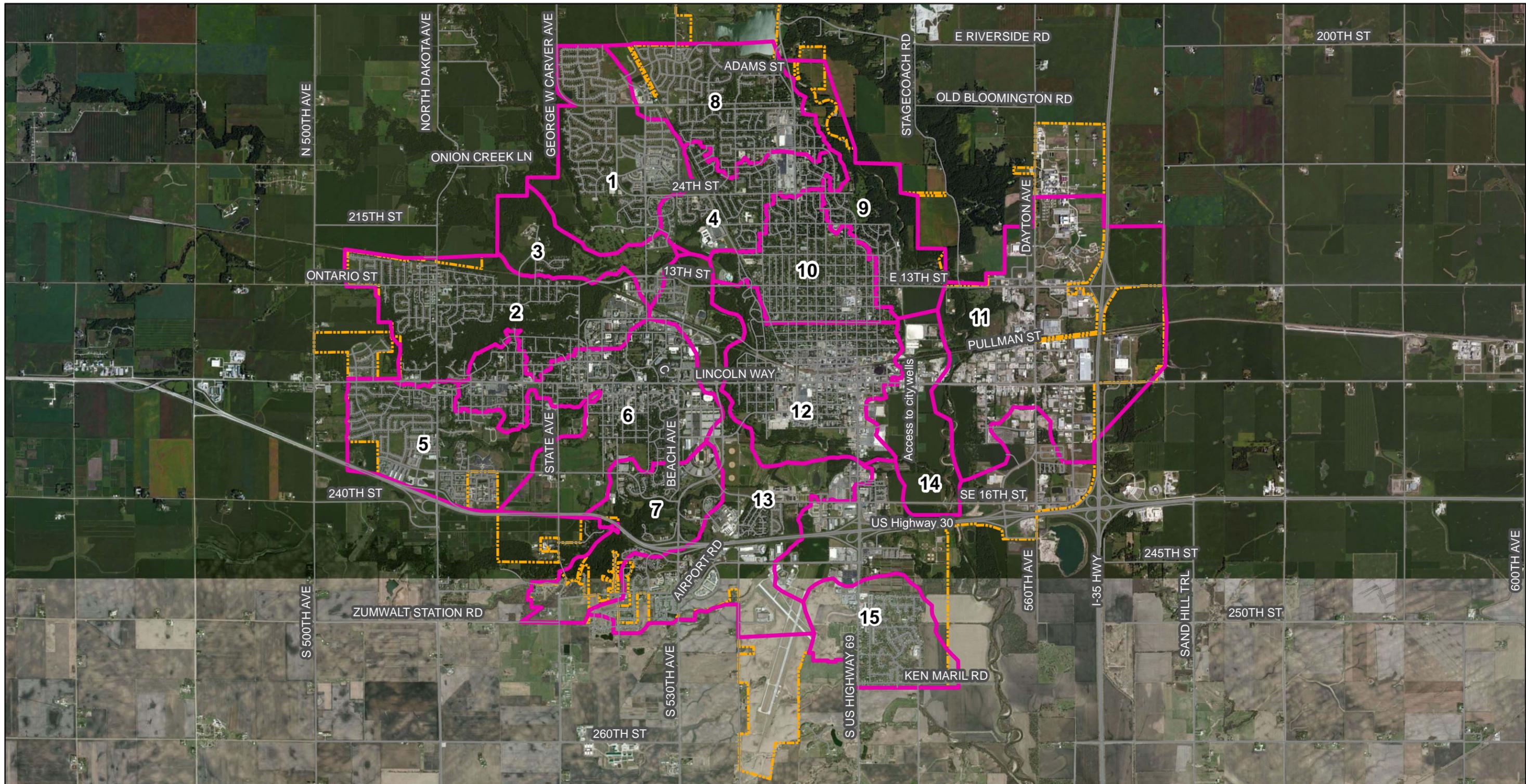
1. Approve the following for the Sanitary Sewer and Manhole Rehabilitation (Basin 11) Project:
 - a. Accept the report of bids for the project.
 - b. Delay the award of bid to allow staff to follow SRF procedure.
2. Do not proceed with this project at this time.

CITY MANAGER'S RECOMMENDED ACTION:

This project will improve the sanitary sewer system by restoring structural integrity of deteriorating sewer segments and by removing inflow and infiltration to regain valuable capacity within the system. Delaying the award allows time for the processing of the SRF loan documents prior to awarding the project. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[Basin 11.pdf](#)



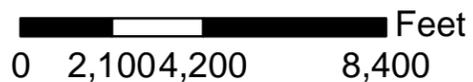
 City Limits

 Roads

 Sanitary Study Basins



1 inch = 4,200 feet



Project Locations: Basin 11

**City of Ames
Sanitary System Evaluation Study**



ITEM #: 37
DATE: 02-24-26
DEPT: W&PC

COUNCIL ACTION FORM

SUBJECT: ORDINANCE MODIFYING WATER METER SETTING REQUIREMENTS

BACKGROUND:

On February 10, Council directed staff to prepare an ordinance that would amend Chapter 28 of *Municipal Code* to clarify and standardize water meter installation requirements in support of the City's transition to the new Automated Metering Infrastructure (AMI) system.

The new telemetry system requires the installation of a signal wire to allow a radio to be mounted on the outside of a home or business in new neighborhoods, due to their distance from the data collection units. The data collection units are located within the service territory of the Ames Electric Utility, and water meters outside that area require the radios to be mounted on the outside of the structure.

Having the wire installed as a part of the original construction of the property allows for a neat, clean installation. The signal wires will not be required for existing meter installations, and customers with an existing water meter will not be impacted by this ordinance change.

The attached ordinance prepared by the Legal Department fulfills that direction. Staff is requesting that Council approve the ordinance on first reading.

PUBLIC OUTREACH

Prior to seeking Council direction earlier this month, staff sent letters and emails to all plumbers and home builders who had applied for a plumbing permit in the past twelve months, informing them of the proposed changes. That same letter invited them to attend an informational open house on February 2, where they had an opportunity to ask questions or raise concerns about the proposed revisions. There were no attendees at that open house.

On February 18, staff sent a second round of letters and emails, informing the recipients that Council had started the process to adopt the Code change. Staff has received no inquiries or concerns regarding the proposed change.

ALTERNATIVES:

1. Approve on first reading an ordinance revising Chapter 28 Division II to conform to the installation requirements of the new Automated Metering Infrastructure.
2. Do not approve on first reading and provide further direction to staff.

CITY MANAGER'S RECOMMENDED ACTION:

The new Aclara metering system being adopted by both Electric and Water requires a signal wire to be run between the water meter and the radio that will transmit the meter reading

signal. The proposed changes would reinstate a requirement for a signal wire to be installed at the time of initial construction. Including the language in the *Municipal Code* will clarify the requirements and standardize water meter installations. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative No. 1 as described above.

ATTACHMENT(S):

[Ordinance Section 28.209\(2\) New Water Meters.PDF](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY AMENDING SECTION 28.209(1) THEREOF, FOR THE PURPOSE OF AMENDING STANDARD WIRING AND INSTALLATION REQUIREMENTS FOR TRANSITION TO NEW WATER METER DEVICES 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 28.209(1) as follows:

“Sec. 28.209. RADIO READ DEVICE

- (1) New meter installations. All new water meter installations shall have a radio read device. ~~Any residential dwelling units located within the City of Ames municipal electric service territory may have the radio read device located inside the dwelling. All commercial buildings, located within the City of Ames municipal electric service territory, and any residential or commercial buildings located outside of the City of Ames municipal electric utility territory, shall install,~~ For each meter, a 22/3 gauge, stranded, shielded wire with plastic sheath shall be installed from the water meter on the inside of the building to within three feet of the electric meter on the outside of the building. Meters located in meter pits or vaults shall have the radio read device located inside the pit or vault or located in a pedestal near the meter pit or vault. If the electric meter is located on a transformer, or other remote location, the wiring for the radio read device shall terminate on the side of the building nearest the transformer or remote location. A minimum of three feet of excess wire shall be left at each end to allow connection to the water meter and installation of the radio read device. Any portion of the wire that will not be exposed (i.e., installed behind finished walls, above finished ceilings, etc.) shall be placed in conduit to protect the wire from damage and to facilitate replacement if necessary. The City will provide and install the radio read device and connect it to the customer-installed wire.

* * * .”

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 _____, 2026.

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



To: Mayor & City Council
From: Brian Phillips, Assistant City Manager
Date: February 24, 2026
Subject: Renaming of Center Avenue to Chantland Ave

The ordinance regarding the renaming of Center Avenue to Chantland Avenue is attached for the City Council's review and consideration for second reading.

ATTACHMENT(S):
[Ordinance Renaming Center to Chantland Ave.PDF](#)

DO NOT WRITE IN SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: Mark O. Lambert, City Attorney, 515 Clark Avenue, Ames, Iowa 50010 (Phone: 515-239-5146)
Address Tax Statement To: City of Ames, Iowa, 515 Clark Avenue, Ames, Iowa 50010
Return to Ames City Clerk, Box 811, Ames, IA 50010

ORDINANCE NO. _____

**AN ORDINANCE TO RENAME CENTER AVENUE IN THE CITY OF AMES, IOWA, TO
CHANTLAND AVENUE; AND ESTABLISHING AN EFFECTIVE DATE.**

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

Section One. The name of Center Avenue is changed to "Chantland Avenue."

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 _____, 2026.

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



To: Mayor & City Council

From: Amelia Schoeneman, Planner

Date: February 24, 2026

Subject: Rezoning property West of the Intersection of Harrison Road and Welbeck Drive

The ordinance regarding rezoning the property West of the Intersection of Harrison Road and Welbeck Drive from Residential Low Density (RL) to Suburban Residential Low Density (FS-RL) with a Planned Unit Development is attached for the City Council's review and consideration for third reading and adoption.

ATTACHMENT(S):

[Harrison & Welbeck Rezoning.docx](#)

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER
Prepared by: Renee Hall, 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 West of the Intersection of Harrison Road and Welbeck Drive, is rezoned from Residential Low Density (RL) to Suburban Residential Low Density (FS-RL) with a Planned Unit Development Overlay (PUD).

Real Estate Description: Lot 'J' of Bloomington Heights West Plat 3, City of Ames, Story County, Iowa

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



To: Mayor & City Council

From: Brian Phillips, Assistant City Manager

Date: February 24, 2026

Subject: Modifications to Municipal Code Chapter 10, Garbage and Refuse

The ordinance modifying *Municipal Code* Chapter 10, Garbage and Refuse is attached for the City Council's review. **As discussed during the first reading of the ordinance, staff is requesting that third reading and adoption of the ordinance be postponed to the March 10, 2026, City Council meeting. This action would allow three related actions to be accomplished all at the same meeting: 1) approval of the ordinance, 2) approval of the curbside recycling contract, and 3) adoption of the monthly residential recycling fee.**

ATTACHMENT(S):

[Ordinance Chap 10 Garbage-Refuse-Recycling.PDF](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY AMENDING SECTIONS 10.1, 10.2, 10.3, 10.5, 10.6, 10.7, 10.8, 10.9, 10.11, 10.12, 10.13, 10.18, 10.19, 10.22, 10.25 AND ENACTING A NEW SECTION 10.27, THEREOF, FOR THE PURPOSE OF AMENDING GARBAGE, RECYCLING AND REFUSE, REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by amending Sections 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.11, 10.12, 10.13, 10.18, 10.19, 10.22, 10.25 and enacting a new Section 10.27, as follows:

**CHAPTER 10
GARBAGE, AND REFUSE AND RECYCLING**

Sec. 10.1. DEFINITIONS.

As used in this chapter, the following words shall have the meanings ascribed to them as follows:

(1) "Garbage" means every waste accumulation of animal, fruit or vegetable matter, liquid or otherwise, that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables, and including ~~tin cans or similar~~ non-recyclable food containers. Dead animals are not included in the term garbage.

(2) "Refuse" means all other miscellaneous waste materials except "recycling" and "yard waste" not specifically defined as garbage.

(3) "Recycling" or "Recyclable Materials" means solid waste designated by the city as appropriate for collection, processing and return to use in the form of raw materials, such as certain types of newsprint, magazines and catalogs, metal, plastic containers, glass, and cardboard.

(4) ~~(3)~~ "Yard Waste" means debris such as grass clippings, leaves, garden waste, brush, and trees. "Yard Waste" does not include tree stumps.

Sec. 10.2. RESERVATION OF CITY'S RIGHTS.

The city reserves the right to enter into a contract at any time with any license holder or others, for the collection and disposal of garbage, ~~and refuse,~~ recycling, or yard waste within the city, or may itself operate and maintain such a service.

Sec. 10.3. ~~GARBAGE RECEPTACLES.~~

Garbage or recycling shall not be set outdoors for collection and disposal, or for any other purpose, except when fully contained in a water-tight and tightly closed hard receptacle that cannot be ripped open by birds or beasts. Setting out garbage or recycling in plastic bags or paper sacks is prohibited. Containers that shed rain when their lids are completely closed shall satisfy the requirement for a watertight receptacle.

* * *

Sec. 10.5. OVER-FILLING RECEPTACLES.

It is the duty of every person using or maintaining a garbage or refuse receptacle or recycling receptacle to cause the same to be emptied of its contents before it is so full that the cover will no longer fit tightly.

Sec. 10.6. LOCATION OF RECEPTACLE.

All garbage, ~~and~~ refuse and recycling shall be delivered by the householder or the occupant of any building or place of business to the ground level for collection, and the receptacle therefore must be kept in a location convenient for collection.

Sec. 10.7. ~~PREPARATION OF REFUSE FOR COLLECTION.~~

~~Containers of garbage, refuse and/or yard waste shall not weigh more than 65 pounds when set out for collection. Brush and tree trimmings shall be securely tied in bundles not more than four feet in length and not more than two feet in diameter. The bundles shall be bound by means of hemp, sisal, cotton or other non-metallic biodegradable cord material. No single piece of brush or tree trimmings shall be more than three inches in diameter. Yard waste shall be separated from garbage or refuse. Yard waste shall not be mixed with garbage or refuse. Yard waste and recycling shall not be mixed with one another or with garbage or refuse.~~

Sec. 10.8. ~~MANNER OF GARBAGE AND REFUSE DISPOSAL.~~

Garbage and refuse shall be disposed of by householders or other occupants of any building or place of business as hereinafter provided:

(1) Garbage. Garbage shall be disposed of as follows:

(a) By delivery to a licensed collection agency;

(b) By hauling to a city-operated disposal facility providing that the containers and vehicles used in transportation conform to the requirements of this chapter.

(c) By disposal through an in-sink garbage disposal unit directly to the public sanitary sewer system;

(d) By incineration in an incinerator that meets State and Federal regulations.

(2) Refuse. Refuse shall be disposed of as provided for in subsections (1)(a), (1)(b) or (1)(d) above.

(3) Yard Waste. Yard Waste shall be disposed of as follows:

(a) As provided for in subsection (1)(a), (b) or (d) above;

(b) By open burning in accordance with the provisions of Chapter 8 of the Ames Municipal Code.

(c) Leaves and grass may be disposed of by delivery to a site for composting or land application, or delivery to any person who can be reasonably expected to cause composting or land application of the leaves and grass, in accordance with the provisions of Section 10.24.

(4) Recycling. Recycling shall be disposed of as follows:

(a) As provided for by the Residential Curbside Recycling Collection program in Section 10.27.

(b) By delivery to a licensed collection agency;

(c) By hauling to a recycling facility providing that the containers and vehicles used in transportation conform to the requirements of this chapter.

Sec. 10.9. DEPOSITING GARBAGE, YARD WASTE, REFUSE, RECYCLING IN STREETS, ALLEYS, ETC., PROHIBITED; EXCEPTION.

(1) It is unlawful for any person to deposit or place any garbage, yard waste, ~~or refuse~~ or recycling in any street, alley, lane, public place, private property or any body of water within the city; or, to permit garbage, yard waste, ~~or refuse~~ or recycling to remain for more than seven days on private property that is under one's ownership, possession or control. However, garbage, refuse, ~~or yard waste~~ or recycling may be placed on the untraveled portions of streets, alleys, lanes, public places and on private property to be hauled away if the garbage, refuse, ~~or yard waste~~ or recycling is kept in the manner prescribed in this chapter. Yard waste may be retained for more than seven days if composting is being completed.

(2) It is unlawful to place garbage, refuse, ~~or yard waste~~ or recycling on the private property of another, or into another's garbage, refuse, ~~or yard waste~~ or recycling containers for the purpose of being hauled away.

Sec. 10.10. LICENSE TO COLLECT OR HAUL GARBAGE, ~~AND REFUSE~~ AND RECYCLING REQUIRED.

It is unlawful for any person to collect or haul garbage, ~~or refuse~~ or recycling within the city except from their own residence or business property without first obtaining a license from the city.

Sec. 10.11. LICENSE APPLICATION; APPROVAL.

An application for a license to collect or haul garbage, ~~or refuse~~ or recycling shall be made to the office of the city clerk on forms provided by that office. The applicant shall file with the application a certificate or affidavit of insurance as hereinafter set forth and shall pay the required license fee. Upon receipt of application properly executed, the city clerk shall refer the same to the city manager for approval before issuing the license.

Sec. 10.12. INSURANCE AFFIDAVIT; CONTENTS; LIABILITY COVERAGE.

(1) Contents. The certificate or affidavit of insurance to be filed with the application for a license hereunder shall be executed by representatives of a duly qualified insurance company evidencing that the insurance company has issued liability and property damage insurance policies covering the following:

(a) All operations of the applicant, or any other person employed by the applicant in garbage, ~~and~~ refuse and recycling collection within the corporate limits of the city;

(b) The disposal of the garbage and refuse to and within any area designated as a sanitary landfill by the city;

(c) The delivery of the recyclable materials to a facility licensed to receive, sort, or process the materials for the purpose of converting them into new products;

~~(d)(e)~~ Protecting the public and any person from injuries or damages sustained by reason of carrying on the work of garbage, ~~and~~ refuse and recycling collection and disposal.

(2) Applicant shall procure and maintain, for the duration of the license period, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the function for which the license is issued.

Applicant shall furnish the City of Ames with certificates of insurance evidencing the following coverages:

(a) Comprehensive General Liability with limits of no less than \$1,000,000 combined single limits per occurrence for bodily injury, personal injury, and property damage.

(b) Automobile Liability with limits of no less than \$1,000,000 combined single limits per occurrence for bodily injury, personal injury, and property damage.

(c) Worker's Compensation and Employer's Liability as required by the laws of the State of Iowa.

(3) The approved insurance certificate must be on file in the office of the City Clerk before a license will be issued.

Sec. 10.13. INSPECTION OF APPLICANTS' EQUIPMENT.

~~The City Clerk's office~~ Resource Recovery Superintendent and staff shall ~~arrange an inspection of the applicant's equipment proposed to be used and shall notify the applicant of said date for inspection.~~ ~~The City Sanitarian will make the inspection of~~ inspect annually the applicant's equipment proposed to be used, the pick-up service to be maintained and the methods of operation; and if they meet the requirements herein specified, ~~the city manager~~ shall file approval with the city clerk.

* * *

Sec. 10.18. FREQUENCY OF COLLECTION.

(1) Licensed haulers shall collect garbage and refuse from single-family and multi-family up to four (4) unit residential customers not ~~less than two (2) times~~

more than one (1) time per week, except that, in addition to a routine weekly collection, a licensed hauler may make arrangements for a special collection of garbage and refuse from a customer in the event of a disaster, calamity, construction or demolition project or the like which generates an unusual quantity or character of garbage or refuse that is impractical or unsanitary to dispose of on the routine collection day.

~~(a) for a residence that is scheduled for collection on a day which is also a holiday observed by said haulers, collection need be made only once during the week of such holiday.~~

~~(b) for one or two family dwellings, arrangements shall be made for once a week collection at the customer's request.~~

(2) Collections of garbage from hotels, restaurants, clubs, boarding houses or other places of like character or from multi-family properties containing more than four (4) units, where considerable garbage is produced daily shall be made not less than one (1) time per week, and more frequently as necessary to prevent an accumulation of garbage which prevents the lid of the garbage receptable(s) from tightly closing, or which overflows onto the ground, or which harbors animals or birds, or which produces noisome odors. ~~on each weekday except for those days which are holidays as described in subsection (1).~~

~~(3) Licensed haulers shall collect their customer's yard waste at least once each week.~~

Sec. 10.19. ~~GARBAGE, REFUSE COLLECTION VEHICLES; REQUIREMENTS.~~

All vehicles used in the transportation of garbage, ~~and refuse~~ or recycling within the city shall be kept in a sanitary condition and shall be so constructed as to prevent leakage in transit. The body of the truck shall be wholly enclosed or shall at all times while in transit be kept covered with an adequate cover, or a canvas cover provided with eyelets and rope for tying down. Loading of vehicles shall be done in such a manner as to prevent spilling or loss of contents. All persons licensed under the terms of this chapter shall use packer type trucks for normal collection purposes and shall submit such vehicles to city inspection annually.

* * *

Sec. 10.22. INFECTIOUS WASTE.

* * *

(c) **Contaminated sharps** means all discarded sharp items derived from patient care in medical, research, or industrial facilities including glass vials containing materials defined as infectious, hypodermic needles, scalpel blades, and ~~pasteu~~ Pasteur pipettes.

* * *

Sec. 10.25. PENALTIES FOR OFFENSES PERTAINING TO GARBAGE AND REFUSE.

A violation of any provision of Chapter 10, Garbage, and Refuse, and Recycling shall be a municipal infraction punishable by a fine of \$500 for a person's first violation thereof, and a penalty of \$750 for each repeat violation; except for violations of Sections 10.3, 10.4 and 10.5, the penalty for a first violation thereof is \$200, and the penalty for a person's second violation is \$500, and the penalty for each repeat violation thereafter is \$750.

* * *

Sec. 10.27. RESIDENTIAL CURBSIDE RECYCLING COLLECTION.

(1) Purpose. The purpose of this Section is to provide for the orderly and economical separation and collection of recyclable materials from residential properties, to divert recyclable materials from the landfill and reduce the need for new raw materials, and to meet waste reduction goals identified by both the city and the state of Iowa.

(2) The City shall collect recycling from all single-family residences and at each unit of multi-family residences containing not more than four (4) units. The City may make recycling collection services available to other properties in the city. The City shall establish regulations and collection schedules that adequately serve the needs of the recycling collection program participants.

(3) The cost for recycling service shall be billed to the party responsible for each property in accordance with the fee established in Appendix F of this Code. Any single-family residence or unit of a multi-family property containing not more than four (4) units shall be entitled to elect not to receive a receptacle for recyclable materials, but in no case shall the party responsible for such a residence be relieved of the obligations to:

(a) prevent yard waste, recyclable materials, and garbage/refuse from being mixed with one another as described in Section 10.7;

(b) pay the cost for the recycling service as described in this Section 10.27.

(4) Nothing in this Section shall be construed to prevent the city from contracting with a private party to furnish recycling collection services, or to prevent private parties from contracting with multi-family residences containing more than four (4) units, commercial or industrial properties to receive recycling collection services.

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

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

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

Passed this _____ day of _____, 2026.

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



To: Mayor & City Council
From: Mark O. Lambert, City Attorney
Date: February 24, 2025
Subject: Closed Session

I hereby advise the Council that the Council has the authority to go into closed session under *Iowa Code* section 21.5(1)(c), to discuss with legal counsel matters presently in litigation or where litigation is imminent.