

**AGENDA**  
**REGULAR MEETING OF THE AMES CITY COUNCIL**  
**\*AMENDED\***  
**COUNCIL CHAMBERS - CITY HALL**  
**MARCH 10, 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 16-28, 2026
3. Motion approving Summary of Minutes of the Regular City Council Meeting on February 24, 2026, and Minutes of the Special Meeting of the City Council on February 27, 2026
4. Motion approving Civil Service Candidates
5. Motion approving Ownership Update for Class E Retail Alcohol License - Wal-Mart Store #749, 3105 Grand Avenue
6. Motion approving Ownership Update for Class E Retail Alcohol License - Wal-Mart Supercenter #4256, 534 South Duff Avenue
- \*. **ADDITIONAL ITEM:** Motion approving new Class C Retail Alcohol License with Outdoor Service - Buffalo Wild Wings, 400 South Duff Avenue
7. Motion approving new Class C Retail Alcohol License - AJ's Bar & Grill, 2514 Chamberlain Street, Pending Favorable Inspection
8. Motion approving new 5-Day (April 18-22, 2026) Special Class C Retail Alcohol License - Christiani's Events, 2900 Hoover Drive
9. Motion approving the renewal of the following Alcohol Licenses:
  - a. Kwik Spirits #530, 204 S Duff Avenue, Class E Retail Alcohol License
  - b. Wal-Mart Store #749, 3105 Grand Avenue, Class E Retail Alcohol License
  - c. BN'C Fieldhouse, 206 Welch Avenue, Class C Retail Alcohol License with Outdoor Service
10. Fees for Parking Meters for Ames Main Street Farmers' Market on Saturdays from May 2 - October 17, 2026:
  - a. Resolution rescinding Resolution No. 26-084
  - b. Motion denying request to waive fees for parking meters on the 200, 300, and 400 blocks of Main Street
11. Resolution authorizing the FY 2026/27 expenditure of \$5,000 (\$4,000 from Council Contingency and \$1,000 from AHRC budget) to support the 2026 Building Community Breakfast
12. Resolution approving appointments to various Boards and Commissions

13. Resolution affirming retroactive Council authorization of Council Member Gartin's votes on behalf of the City Council at the March 5, 2026, meeting of the Story County Emergency Management Commission
14. Resolution approving 2026 City of Ames Electric Reliability Plan
15. Resolution approving request from Heartland of Story County to sublease office space to Iowa State University of Science and Technology at the city-owned property located at 205 S. Walnut Avenue
16. Resolution approving 2025 Annual Fees - Appendix Q Water and Pollution Control Fees & Charges to include Sample Collection Fees
17. Resolution approving Change Order No. 1 with Pioneer Industrial Corp, of Kansas City, MO, for the Valve Maintenance and Related Services and Supplies Contract for the Power Plant in the amount of \$55,000
18. Resolution approving Change Order No. 1 with Terracon, of Ames, IA, for Special Testing associated with the Water Pollution Control Facility Nutrient Reduction Modifications Phase 1 Project in the amount of \$35,205
19. Resolution approving Change Order No. 3 with Primoris Electric, Inc., of Inver Grove Heights, MN, for the Relocation of 161kV Transmission Line Project from Ames Plant to NE Ankeny in the amount of \$89,125.80 (inclusive of Iowa sales tax)
20. Water Pollution Control Facility Nutrient Reduction Modifications Phase 1 Project:
  - a. Resolution rescinding Resolution No. 26-096
  - b. 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 \$3,843.61
21. Resolution approving preliminary plans and specifications for the Freel Drive Paving program, setting April 8, 2026, as the bid due date and April 14, 2026, as the date of Public Hearing
22. Resolution approving contract and bond for the 2022/23 Bridge Rehabilitation Program (S. 4th Pedestrian Bridge over Iowa Creek) with Boulder Contracting, LLC of Grundy Center, IA, in the amount of \$1,577,234.95, contingent upon receipt
23. Resolution approving contract and bond for the 2023/24 Stormwater Erosion Control Program (Inis Grove) with Nagel Construction, of Allerton, IA, in the amount of \$346,267.50
24. Resolution approving contract and bond for the 2025/26 Collector Street Pavement Improvements (Bloomington Road) with Manatt's, Inc., of Ames, IA, in the amount of \$896,852.24
25. Resolution approving contract and bond for the 2025/26 Concrete Street Pavement Improvements Program No. 1 (Clark Ave) with Con-Struct Inc., of Ames, IA, in the amount of \$1,114,875.50
26. Resolution approving contract and bond for the 2025/26 Concrete Street Pavement Improvements Program No. 2 (Sunset Dr) with Con-Struct, Inc., of Ames, IA, in the amount of \$1,295,903.20
27. Resolution approving contract and bond for the 2025/26 Concrete Street Pavement Improvements Program No. 3 (Campus Ave) with Con-Struct, Inc., of Ames, IA, in the amount of \$838,938
28. Resolution setting March 24, 2026, as the date for Public Hearing on proposals to enter into a General Obligation Loan Agreements and to borrow money thereunder
29. Resolution setting March 24, 2026, as the date of Public Hearing to enter into a State Revolving Fund Clean Water Loan agreement in an amount not to exceed \$2,100,000
30. Resolution setting March 24, 2026, as the date of Public Hearing to enter into a State Revolving Fund Clean Water Loan agreement in an amount not to exceed \$5,700,000

31. Resolution approving release in full of the financial security on file for Domani 1st Addition, Stormwater Maintenance

**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.

**HUMAN RESOURCES:**

32. Discussion on City Attorney job description and hiring timeline
  - a. Motion accepting job description changes
  - b. Motion approving recruitment plan and hiring timeline

**LEGAL:**

33. Discussion on letter to legislators regarding HF 2541

**PUBLIC WORKS:**

34. Residential Curbside Recycling Program:
  - a. Resolution approving five-year contract for residential curbside recycling collection with Aspen Waste Systems, of Iowa, Inc., of Ames, IA
  - b. Resolution amending Appendix F of *Municipal Code* to incorporate fees related to curbside recycling
35. Request from City of Maxwell to withdraw from Resource Recovery System 28E Intergovernmental Agreement
  - a. Resolution approving amendment terminating the 28E Intergovernmental Agreement as of June 30, 2026

**ADMINISTRATION:**

36. Resolution approving Climate Action Grant Program updates with an allocation of up to \$150,000
37. Resolution declaring Jordison Construction, Inc., of Urbandale, IA, to be a non-responsible contractor for the purpose of bidding on City projects
38. Discussion on additional questions for the 2026 Resident Satisfaction Survey

**PARKS AND RECREATION:**

39. Resolution approving Change Order No. 8 with Brockway Mechanical and Roofing Co., of Des Moines, IA, for the Fitch Family Indoor Aquatic Center Bid Package 22-1 in the amount of \$44,749

**ELECTRIC:**

40. Resolution approving the report of rapid needs purchase with RMS Energy, of Little Falls, MN, for repairs to electric transformer in the amount of \$221,680.46
41. Resolution approving FY 2026/27 Natural Gas Supply for Electric

**POLICE:**

42. Staff Report regarding Device Delivery Seller Permits
  - a. Motion directing staff

**PLANNING AND HOUSING:**

43. Proposed 2026/27 annual action plan projects for Community Development Block Grant (CDBG) and HOME Programs

- a. Motion directing staff
- 44. Proposed amendment to the City's 2025/26 Community Development Block Grant (CDBG) Annual Action Plan to Modify Programs and Budget
  - a. Resolution setting date of Public Hearing

**HEARINGS:**

- 45. Hearing on Resource Recovery and Recycling Campus:
  - a. Motion accepting report of bids
  - b. Motion delaying contract awards until March 24, 2026, City Council meeting
- 46. Hearing on 2025/26 Alley Pavement Improvement Program (Alley - South of Lincoln Way Between South Kellogg Ave and South Sherman Ave):
  - a. Motion accepting report of bids
  - b. Resolution approving final plans and specifications and awarding a contract to Brother's Concrete, of Des Moines, IA, in the amount of \$116,833.30
- 47. Hearing on 2025/26 Downtown Street Pavement Improvement Program (Alley - North of Lincoln Way Between Kellogg Ave and Sherman Ave):
  - a. Motion accepting report of bids
  - b. Resolution approving final plans and specifications and awarding a contract to Brother's Concrete, of Des Moines, IA, in the amount of \$127,917.05
- 48. Hearing on 2025/26 Seal Coat Street Pavement Improvements Program and Water System Improvements Program (Ferndale Avenue and Furman Drive):
  - a. Motion accepting report of bids
  - b. Resolution approving final plans and specifications and awarding a contract to Iowa Water & Waste Systems of Boone, IA, in the amount of \$1,977,694.58
- 49. Hearing on Rezoning of Property located at 1323 Northwestern Avenue from Residential Low Density (RL) to Government/Airport District (S-GA) with a Master Plan
  - a. First reading of ordinance

**ORDINANCES:**

- 50. First reading of ordinance to amend the *Municipal Code* of the City of Ames, Iowa by enacting a new Section 24.21 thereof, for the purpose of creating Tax Increment Financing Districts within the Downtown Reinvestment District Urban Renewal Area
- 51. First reading of ordinance revising *Municipal Code* Chapters 10, 17, 21, 22, 27 relating to licenses and permits issued by the Office of the City Clerk
- 52. Second reading of ordinance revising *Municipal Code* Chapter 28 for Water Meter setting requirements
- 53. Third reading and adoption of ORDINANCE NO. 4589 renaming Center Avenue to Chantland Avenue
- 54. Third reading and adoption of ORDINANCE NO. 4588 modifying *Municipal Code* Chapter 10, Garbage and Refuse (continued from February 24, 2026)

**DISPOSITION OF COMMUNICATIONS TO COUNCIL :**

**REPORT OF GOVERNING BODY:**

- 55. 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:**

56. 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. Resolution approving settlement agreement

**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:** March 10, 2026  
**Subject:** Report of Contract Change Orders

The Report of Change Orders for the period of February 16-28, 2026 , is attached for the City Council's review and consideration.

**ATTACHMENT(S):**  
[Change Order Report - February 16-28, 2026.pdf](#)



## REPORT OF CONTRACT CHANGE ORDERS

<b>Period:</b>	<input type="checkbox"/>	1 <sup>st</sup> – 15 <sup>th</sup>
	<input checked="" type="checkbox"/>	16 <sup>th</sup> – End of Month
<b>Month &amp; Year:</b>	February 2026	
<b>For City Council Date:</b>	March 10, 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)
Parks & Recreation	Bid Package 03-1 Building Concrete Work, Class 3 Grind Polished Concrete, PCO-079, CE-079, CCD-012	3	\$671,500.00	All Star Concrete, LLC	\$17,039.00	\$22,000.00	P. Goldbeck	KS
Public Works	2024/25 Intelligent Transportation System Program (Phase 4)	1	\$2,200,000.00	Van Maanen Electric, Inc.	\$0.00	\$48,266.70	B. Phillips	KS
Electric Services	Steel Poles for Electric Distribution	1	\$61,008.19	Stuart C. Irby Company	\$0.00	\$639.86	S. Brekke	JB
Public Works	2023/24 Campustown Public Improvements Project	3	\$1,696,747.00	Con-Struct, Inc.	\$-(161,115.80)	\$17,540.92	B. Phillips	KS
Transit	CyRide Facility Fire Suppression Improvements	1	\$227,600.00	Henkel Construction Company	\$0.00	\$6,080.58	J. Rendall	AM
			\$		\$	\$		



**To:** Mayor & City Council

**From:** City Clerk's Office

**Date:** March 10, 2026

**Subject:** Approval of Minutes

Attached for the City Council's review are the minutes from the Regular City Council Meeting on February 24, 2026, and Minutes of the Special Meeting of the City Council on February 27, 2026.

**ATTACHMENT(S):**

[C26-0224 Summary.pdf](#)

[C26-0227.pdf](#)

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

**AMES, IOWA**

**FEBRUARY 24, 2026**

The Regular Meeting of the Ames City Council was called to order by Mayor John Haila at 6:01 p.m. on the 24<sup>th</sup> 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.

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

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 6<sup>th</sup> 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. 20<sup>th</sup> 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 13<sup>th</sup> 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 NO. 26-081 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 NO. 26-082 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 NO. 26-083 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 NO. 26-084 approving 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 5<sup>th</sup> Street from Burnett Avenue through Douglas Avenue, Kellogg Avenue from Main Street to 5<sup>th</sup> Street, and Douglas Avenue from Main Street to 5<sup>th</sup> 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 5<sup>th</sup> Street
  - e. RESOLUTION NO. 26-085 approving waiver of parking meter fees and enforcement for portions of 5<sup>th</sup> Street, Kellogg Avenue, and Douglas Avenue
  - f. RESOLUTION NO. 26-086 approving waiver of Vending License fee
  - g. RESOLUTION NO. 26-087 approving usage of electricity and waiver of fees for electricity
  - h. RESOLUTION NO. 26-088 approving suspension of enforcement of *Municipal Code* Section 17.16 related to minors on premises
11. RESOLUTION NO. 26-089 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 NO. 26-090 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 NO. 26-091 approving third amendment to Restrictive Covenants Designating Affordable and Market Rate Housing Lots for Baker Subdivision
14. RESOLUTION NO. 26-092 approving the third Supplemental Agreement for Public Improvements for Kingsbury's Fifth Addition Lots 1 through 4
15. RESOLUTION NO. 26-093 approving an Application for Property Tax Abatement and a Minimum Assessment Agreement for Tax Abatement at 329 Southeast 5<sup>th</sup> Street (Furniture Mart)
16. RESOLUTION NO. 26-094 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 NO. 26-095 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 NO. 26-096 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 NO. 26-097 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

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

**PUBLIC FORUM:** The Public Forum was opened by Mayor Haila.

Brooke Elliston, Ames resident representing the South Russell and Lincoln Way neighborhood, shared pedestrian safety concerns regarding the intersection following a recent accident. She presented traffic study information and submitted a report of the data, as well as a neighborhood petition for safety improvements, to the City Council.

James Chidister, 111 North Russell, shared that he was first on the scene of the recent accident involving a pedestrian on Lincoln Way. He urged the City Council for action, recommending enhanced street lighting, marked and signed pedestrian crossings, a lowered speed limit, and broader sidewalks with a more considerable buffer from traffic.

Caleb Whitehouse, Transportation Planner for the Iowa Department of Transportation (DOT) and resident at 1003 Lincoln Way, also advocated for safety improvements at the intersection of Lincoln Way and South Russell. He referenced a prior study that recommended a road diet reducing Lincoln Way from four lanes to three, as well as painted crosswalks and improved lighting.

Brooke Whitehouse, 1003 Lincoln Way, echoed the call for a road diet on Lincoln Way between Grand and University Avenues to protect bicyclists and pedestrians.

Annabella Marquez, Ames resident, asked the City of Ames to formally register opposition to House File 2541. She referenced the recent discussion regarding gender identity protections, urging the City Council to affirm the importance of local control and officially register its opposition.

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

**HISTORIC PRESERVATION COMMISSION 2025 ACCOMPLISHMENTS AND 2026 WORK PLAN:** Planning and Housing Director Kelly Diekmann, alongside Planner Parker Walsh and Historic Preservation Commission (HPC) Members Mellissa Goodwin and Kate Gregory, presented the HPC 2025 Accomplishments and 2026 Work Plan, as described in the 2025 Certified Local Government (CLG) Report.

Moved by Betcher, seconded by Junck, to direct staff to make corrections to the dates in the annual CLG Report and revisions to the work plan language to be more concrete — specifically, to "provide information" rather than "offer" and to "bring in a speaker" rather than "consider speaker opportunities."

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

Moved by Betcher, seconded by Corrieri, to adopt RESOLUTION NO. 26-098 approving Historic Preservation Commission 2025 Accomplishments and 2026 Work Plan.

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

**TEXT AMENDMENTS TO CHAPTER 31 OF THE AMES MUNICIPAL CODE REGARDING HISTORIC PRESERVATION:** Director Diekmann, alongside Planner Walsh and HPC Members Goodwin and Gregory, presented two text amendment proposals for *Municipal Code* Chapter 31 developed by an HPC subcommittee: adding language explicitly permitting double-pane windows within the historic district, and adding language governing the removal and infill of window openings.

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

Moved by Betcher, seconded by Junck, to approve Option 2: Direct staff to prepare a Text Amendment to add code language regarding the removal and infill of windows. Vote on Motion: 1-5, Beatty-Hansen, Corrieri, Gartin, Junck, and Rollins dissenting. Motion Failed.

Moved by Beatty-Hansen, seconded by Corrieri, to approve Option 3: Direct staff to prepare a Text Amendment to allow double pane windows and address removal and infill of windows.

Vote on Motion: 4-2, Betcher and Rollins dissenting. Motion declared carried.

Moved by Betcher, seconded by Junck, to delay decisions regarding public outreach until after the workplan discussion in the April 14, 2026, Regular Meeting of the Ames City Council.

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

**RESIDENTIAL CURBSIDE RECYCLING PROGRAM:** Sustainability Coordinator Nolan Sagan, alongside Public Works Director Justin Clausen and Assistant City Manager Brian Phillips, presented the details of the proposed residential curbside recycling program.

Mayor Haila opened Public Input.

Thor Nelson, Executive Vice President of Aspen Waste Systems, expressed the company's investment in the community and enthusiasm for the partnership with the City.

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

Moved by Betcher, seconded by Junck, to accept staff report on program outline and fees

and direct staff to place the collection contract on the agenda for the March 10, 2026, Regular Meeting of the Ames City Council for consideration of final approval.  
Vote on Motion: 6-0. Motion declared carried unanimously.

**MEMORANDUM OF UNDERSTANDING WITH STORY COUNTY FOR PRELIMINARY ENGINEERING AND TSIP GRANT APPLICATION (G.W. CARVER AVENUE AND CAMERON SCHOOL ROAD INTERSECTION):** Public Works Traffic Engineering Manager Damion Pregitzer, alongside Director Clausen, presented the proposed Memorandum of Understanding as the next step in the development of a potential roundabout at the intersection of George Washington Carver Avenue and Cameron School Road.

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

Moved by Betcher, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 26-099 approving Memorandum of Understanding with Story County for Preliminary Engineering and TSIP Grant Application (G.W. Carver Avenue and Cameron School Road Intersection).

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

Moved by Beatty-Hansen, seconded by Junck, to direct staff to allocate \$50,000 from unobligated American Rescue Plan Act Funds to support the City's share of the preliminary engineering and grant application work.

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

**ANNUAL TAX ABATEMENT CERTIFICATION:** Director Diekmann reported on the applications received under the City's adopted tax abatement programs, of which 52 were complete and in compliance, while one was found to be ineligible because the home was not owner-occupied.

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

Moved by Betcher, seconded by Junck, to approve Alternative 1, adopting:

- RESOLUTION NO. 26-100 certifying property tax abatement applications.
- RESOLUTION NO. 26-101 authorizing staff to submit property tax abatement applications to the City Assessor for determination of abated value.

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

**URBAN RENEWAL AREAS AND TAX INCREMENT FINANCING PROJECTS:** Director Diekmann explained that, following the City Council's December 2025 initiative to plan for incentive packages, five projects were likely to require some form of Urban Renewal Area designation and Tax Increment Financing. Rather than returning to the City Council for permission to initiate each project individually, staff sought a single authorization to proceed with all five projects in the order they became ready.

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

Moved by Betcher, seconded by Rollins, to approve Alternative 1: Direct staff to proceed with preparing Urban Renewal Areas, Plans, and TIF Ordinances consistent with the project list and descriptions outlined above.

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

**REQUEST FOR PROPOSALS (RFP) FOR THE SALE OF SINGLE-FAMILY MARKET-RATE LOTS LOCATED IN THE BAKER SUBDIVISION:** Housing Coordinator Vanessa Baker-Latimer, alongside Director Diekmann, presented the RFP for the sale of six of the 12 market-rate lots on the north side of the Baker Subdivision.

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

Moved by Beatty-Hansen, seconded by Junck, to adopt RESOLUTION NO. 26-102 approving a Request for Proposals (RFP) for the sale of single-family market-rate lots located in the Baker Subdivision.

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

**WAIVER REQUEST FOR A RURAL TWO-LOT MINOR SUBDIVISION OF LESS THAN 35 ACRES WITHIN TWO MILES OF AMES AT 50184 180<sup>TH</sup> STREET:** Director Diekmann reviewed a request from a property owner to divide a roughly 7.5-acre parcel into two lots on the outer fringe of the City's jurisdiction, presenting the option for the City Council to indicate support for the applicant to proceed with platting, with a formal waiver resolution to come back to the City Council once the plat application was submitted.

Moved by Betcher, seconded by Corrieri, to approve Option 1: Approve Waiver of City Review.

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

**STAFF REPORT ON 2026 NEIGHBORHOOD CONNECTIONS INITIATIVE:** Engagement Coordinator Casandra Eames, alongside Assistant City Manager Pa Vang Goldbeck, presented the proposed Neighborhood Connections Initiative designed to support the City Council's January goal-setting emphasis on strong communication and meaningful public engagement.

Mayor Haila opened the Public Input.

Christina, resident of the Oak-Riverside neighborhood, came forward and asked how one would go about forming a formal neighborhood association. Mayor Haila directed her to speak with Engagement Coordinator Eames for assistance following the meeting.

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

**HEARING ON 2022/23 BRIDGE REHABILITATION PROGRAM (S. 4<sup>TH</sup> PEDESTRIAN**

**BRIDGE OVER IOWAY CREEK):** Director Clausen was present to answer any questions regarding the series of hearings on Public Works projects.

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

Moved by Betcher, seconded by Beatty-Hansen, to accept report of bids.

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

Moved by Rollins, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 26-103 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.

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

**HEARING ON 2023/24 STORMWATER EROSION CONTROL PROGRAM (INIS GROVE):** The Public Hearing was opened and closed by Mayor Haila when no one came forward to speak.

Moved by Beatty-Hansen, seconded by Rollins, to accept report of bids.

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

Moved by Beatty-Hansen, seconded by Rollins, to adopt RESOLUTION NO. 26-104 approving final plans and specifications and awarding a contract to Nagel Construction, of Allerton, IA, in the amount of \$346,267.50.

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

**HEARING ON 2025/26 COLLECTOR STREET PAVEMENT IMPROVEMENTS (BLOOMINGTON ROAD) PROJECT:** Mayor Haila opened and closed the Public Hearing when no one came forward to speak.

Moved by Beatty-Hansen, seconded by Rollins, to accept report of bids.

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

Moved by Betcher, seconded by Rollins, to adopt RESOLUTION NO. 26-105 approving final plans and specifications and awarding a contract to Manatt's, Inc., of Ames, IA, in the amount of \$896,852.24.

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

**HEARING ON 2025/26 CONCRETE STREET PAVEMENT IMPROVEMENTS PROGRAM NO. 1 (CLARK AVE):** The Public Hearing was opened and closed by Mayor Haila when no one came forward to speak.

Moved by Beatty-Hansen, seconded by Junk, to accept report of bids.

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

Moved by Betcher, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 26-106 approving final plans and specifications and awarding a contract to Con-Struct, Inc., of Ames, IA, in the amount of \$1,114,875.50.

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

**HEARING ON 2025/26 CONCRETE STREET PAVEMENT IMPROVEMENTS PROGRAM NO. 2 (SUNSET DR):** Mayor Haila opened and closed the Public Hearing when no one came forward to speak.

Moved by Betcher, seconded by Junck, to accept report of bids.

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

Moved by Beatty-Hansen, seconded by Junck, to adopt RESOLUTION NO. 26-107 approving final plans and specifications and awarding a contract to Con-Struct, Inc., of Ames, IA, in the amount of \$1,295,903.20.

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

**HEARING ON 2025/26 CONCRETE STREET PAVEMENT IMPROVEMENTS PROGRAM NO. 3 (CAMPUS AVE):** The Public Hearing was opened and closed by Mayor Haila when no one came forward to speak.

Moved by Beatty-Hansen, seconded by Junck, to accept report of bids.

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

Moved by Rollins, seconded by Betcher, to adopt RESOLUTION NO. 26-108 approving final plans and specifications and awarding a contract to Con-Struct, Inc., of Ames, IA, in the amount of \$838,938.

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

**HEARING ON SANITARY SEWER REHABILITATION (E. LINCOLN WAY AND NIKKOL TRUNK LINE) PROJECT:** Director Clausen noted that staff was requesting award of this contract be delayed to follow the State Revolving Fund (SRF) loan procedure.

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

Moved by Betcher, seconded by Corrieri, to accept report of bids and direct staff to delay award of bid to follow SRF procedure.

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

**HEARING ON SANITARY SEWER AND MANHOLE REHABILITATION (BASIN 11) PROJECT:** Director Clausen again noted the SRF delay requirement.

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

Moved by Betcher, seconded by Rollins, to accept report of bids and direct staff to delay award of bid to follow SRF procedure.

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

**FIRST READING OF ORDINANCE REVISING *MUNICIPAL CODE* CHAPTER 28 FOR WATER METER SETTING REQUIREMENTS:** Mayor Haila opened and closed the Public Input when no one came forward to speak.

Moved by Betcher, seconded by Beatty-Hansen, to pass on first reading an ordinance revising *Municipal Code* Chapter 28 for Water Meter setting requirements.

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

**SECOND READING OF ORDINANCE RENAMING CENTER AVENUE TO CHANTLAND AVENUE:** Moved by Beatty-Hansen, seconded by Junck, to pass on second reading an ordinance renaming Center Avenue to Chantland Avenue.

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

**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:** Moved by Betcher, seconded by Beatty-Hansen, to pass on third reading and adopt 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.

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

**THIRD READING AND ADOPTION OF ORDINANCE NO. 4588 MODIFYING *MUNICIPAL CODE* CHAPTER 10, GARBAGE AND REFUSE:** Moved by Betcher, seconded by Corrieri, to postpone third reading and adoption to the March 10, 2026, Regular Meeting of the Ames City Council.

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

**DISPOSITION OF COMMUNICATIONS TO COUNCIL:** Mayor Haila noted there were ten items for consideration. The first item was from Mimi Wagner regarding a request related to Handicap Parking Regulations.

Moved by Beatty-Hansen, seconded by Rollins, to refer to staff for a memo.

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

A request from Ironwood Homeowners Association for the City of Ames to apply for Iowa DOT Highway Planting Grant from Valerie Bohlen was the second item.

Moved by Betcher, seconded by Beatty-Hansen, to refer to staff for a memo.

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

The third item was a request regarding safety concerns at the intersection of Lincoln Way and South Russell Avenue from Brooke and Dave Elliston.

Moved by Beatty-Hansen, seconded by Betcher, to refer to staff for a memo.

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

The fourth, fifth, sixth, seventh, and eighth items were memos from Manager Pregitzer written in response to the following traffic concerns: Mortensen Road Corridor concerns from Bonnie Alley, Oakland Street parking and speed concerns from Brad Trinkle, Ross Road parking regulation concerns from Brent Dunn, and Lincoln Way and South Dakota Avenue intersection concerns and College Creek Trail Crossing at Thackeray Avenue suggestions, both from Grant Olson.

Moved by Betcher, seconded by Beatty-Hansen, to forward each memo to the appropriate requester.

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

Council Member Gartin requested reconsideration of the fifth item regarding Oakland Street parking and speed concerns from Brad Trinkle, noting necessary consideration of access and safety issues.

Moved by Gartin, seconded by Beatty-Hansen, to reconsider the fifth item.

Vote on Motion: 5-1, Betcher dissenting. Motion declared carried.

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

Vote on Motion: 5-1, Betcher dissenting. Motion declared carried.

The ninth item was a memo from Director Diekmann and Building Official Sara Van Meeteren in response to a complaint regarding game day parking and trash at 1325 South 4<sup>th</sup> Street from Dan Batha.

Moved by Beatty-Hansen, seconded by Rollins, to direct staff to communicate to the requester the next steps outlined in the memo regarding notification issued to the property owner of their non-compliance.

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

Information from Ames Climate Action Team regarding reducing Ames' dependence on waste incineration was the final item.

Moved by Betcher to provide the information to staff. Motion died due to lack of a second. Staff acknowledged that the information had been received.

**REPORT OF GOVERNING BODY:** The Mayor and City Council Members 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.

Moved by Beatty-Hansen, seconded by Junck, to place a discussion regarding the City Council sending a formal letter regarding its opposition to House File 2541 to legislators on a future agenda.

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

**CLOSED SESSION:** Mayor Haila asked City Attorney Mark Lambert if there was a legal reason to go into Closed Session. Attorney Lambert replied in the affirmative, citing Section 21.5(1)(c), *Code of Iowa*, to discuss matters presently in litigation or where litigation is imminent.

Moved by Betcher, seconded by Junck, to go into Closed Session at 8:17 p.m.

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

The City Council reconvened in Regular Session at 8:37 p.m.

**ADJOURNMENT:** Moved by Junck, seconded by Beatty-Hansen, to adjourn the meeting at 8:37 p.m.

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

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Taylor Swanson, Deputy City Clerk

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John A. Haila, Mayor

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Renee Hall, City Clerk

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

**AMES, IOWA**

**FEBRUARY 27, 2026**

The Special Meeting of the Ames City Council was called to order by Mayor John Haila at 4:32 p.m. on the 27<sup>th</sup> 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, Tim Gartin, and Anita Rollins. Council Members Amber Corrieri and Rachel Junck joined the meeting electronically. *Ex officio* Emily Boland was absent.

**CLOSED SESSION:** Mayor Haila asked City Attorney Mark Lambert if there was a legal reason to go into Closed Session. Attorney Lambert replied in the affirmative, citing Section 21.5(1)(c), *Code of Iowa*, to discuss matters presently in litigation or where litigation was imminent.

Moved by Betcher, seconded by Beatty-Hansen, to go into Closed Session at 4:33 p.m. Roll Call Vote: 6-0. Motion declared carried unanimously.

The City Council reconvened in Regular Session at 4:51 p.m.

Moved by Beatty-Hansen, seconded by Betcher, to adopt RESOLUTION NO. 26-109 approving the Settlement Agreement with Henkel Construction regarding the Ames Downtown Plaza Ice Skating Ribbon.

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

Moved by Betcher, seconded by Rollins, to adopt RESOLUTION NO. 26-110 approving the Partial Occupancy or Use Agreement with Henkel Construction regarding the Ames Downtown Plaza.

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

**ADJOURNMENT:** Moved by Betcher, seconded by Beatty-Hansen, to adjourn the meeting at 4:53 p.m.

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

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Carly M. Watson, Deputy City Clerk

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John A. Haila, Mayor

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Renee Hall, City Clerk



**To:** Mayor & City Council  
**From:** City Clerk's Office  
**Date:** March 10, 2026  
**Subject:** Approval of Civil Service Candidates

Attached are the minutes for the Regular Meeting of the Civil Service Commission held on February 26, 2026, and Special Civil Service Commission held on March 3, 2026.

**ATTACHMENT(S):**

[February 26, 2026 Civil Service Minutes.pdf](#)  
[March 3, 2026 Special Civil Service Minutes.pdf](#)

**MINUTES**  
**AMES CIVIL SERVICE COMMISSION**  
**Council Chambers, City Hall**  
**515 Clark Ave, Ames, Iowa**  
**February 26, 2026**

**Call to Order**

Chair, Kim Linduska, called the meeting of the Ames Civil Service Commission to order at 8:21am. In attendance were Harold Pike, Co-Chair, and Vicki Hillock, Commission Clerk. Larry Conley, Commission Member, and Bethany Ballou, Human Resources Director, were brought in telephonically.

**Approval of Minutes**

Moved by Pike, seconded by Conley, to approve the January 22, 2026, minutes. Vote on Motion: 3-0. Motion carried unanimously.

**Certification of Entry-Level Applicants**

Legal Secretary	Lauren Horsch	88
	Kelly Fair	79
	Kylie Cripps	74
Maintenance Records & Inventory Specialist	Laurie Molle	87*
	John Helton	77
	Simon Wagner	74
Maintenance Worker	Sabino Bocanegra	82
- Streets & Utility Sublists	Jeff Adams	77
	Brant Spaid	76
	Dalton Kitzman	74
Secretary I – Resource Recovery	Jeremy Neefus	87
	Therese Bergman	80
	Jordon Overton	76

\* Includes preference points

\*\* Indicates carryover from prior certified list

Moved by Linduska, seconded by Pike, to certify the above individuals to the Ames City Council as Entry-Level Applicants. Vote on Motion: 3-0. Motion carried.

Request to Remove Name from and Exhaust List of W&PC Control Systems Specialist Staff requests that the Civil Service Commission exhaust this current list so we may continue with an open recruitment.

Moved by Pike, seconded by Conley, to remove name and exhaust W&PC Control Systems Specialist entry level certified list. Vote on Motion: 3-0. Motion carried.

**Special Meeting**

Meeting will be held telephonically on Tuesday, March 3, 2026, at 8:15am in Council Chambers of City Hall.

**Next Regular Meeting**

Meeting will be held in-person (weather permitting) on Thursday, March 26, 2026, at 8:15 am in Council Chambers of City Hall.

**Following Regular Meeting**

Due to a scheduling conflict, the April Meeting will be held in-person (weather permitting) on Thursday, April 30, 2026, at 8:15am in Council Chamber of City Hall.

**Adjournment**

The meeting adjourned at 8:25 am.

---

Kim Linduska, Chairperson

---

Vicki Hillock, Commission Clerk

**MINUTES  
AMES CIVIL SERVICE COMMISSION  
Special Meeting  
Council Chambers, City Hall  
515 Clark Ave, Ames, Iowa  
March 3, 2026**

**Call to Order**

Chair, Kim Linduska, called the telephonic meeting of the Ames Civil Service Commission to order at 8:16 am. In attendance were Kim Linduska, Commission Chair, Harold Pike, Co-Chair, Bethany Ballou, Human Resources Director, and Vicki Hillock, Commission Clerk. Larry Conley, Commission member, was absent.

**Certification of Entry-Level Applicants**

Electric Lineworker

David Whicker

86

\* Includes preference points

\*\* Indicates carryover from prior certified list

Moved by Pike, seconded by Linduska, to certify the above individual to the Ames City Council as Entry-Level Applicants. Vote on Motion: 2-0. Motion carried.

**Next Regular Meeting**

Meeting will be held in-person (weather permitting) on Thursday, March 26, 2026, at 8:15 am in Council Chambers of City Hall.

**Adjournment**

The meeting adjourned at 8:18 am.

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Kim Linduska, Chairperson

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Vicki Hillock, Commission Clerk



**To:** Mayor and City Council  
**From:** Taylor Swanson, Deputy City Clerk  
**Date:** March 10, 2026  
**Subject:** Ownership Update for Class E Retail Alcohol License - Wal-Mart Store #749, 3105 Grand Avenue

Please see the attached documentation for a motion approving Ownership Update for Class E Retail Alcohol License - Wal-Mart Store #749, 3105 Grand Avenue.

**ATTACHMENT(S):**  
[Walmart Ownership Amendment Application 3.10.26.pdf](#)

< CITY OF AMES

## Local Authority Review

CITY OF AMES

1208370801

>

Owners

### Business Information

Customer Type

BUS

Business Sub-Type

Corporation

Business Designation

Legal Business Name

WALMART INC

### Old Ownership Information

Owner Type	Owner	Single Line Address	Ownership Percentage
Officer	MCMILLION, CARL DOU	702 S W 8TH ST BENTO	0.00
Owner	ALLEN, MATTHEW	3 S BEAU CHENE LN RC	0.00
Owner	LITTLE, SARAH	605 MAPLE DR SPRING	0.00
Owner	MCMILLON, DOUG	1701 NE TIGER BLVD. B	0.00

## Updated Ownership Information

Owner Type	Owner	Single Line Address	Ownership Percentage
 Owner	ALLEN, MATTHEW	3 S BEAU CHENE LN RC	0.00
 Owner	LITTLE, SARAH	605 MAPLE DR SPRING	0.00
 Owner	MCMILLON, CARL DOU	1701 TIGER BLVD BENT	0.00

## Impacted Active Licenses

Jurisdiction Code	Permit Type	License Number	Address
City of Ames	Class "E" Retail Alcc	LE0001441	3105 GRAND AVE AMES IA
City of Ames	Class "E" Retail Alcc	LE0001429	534 S DUFF AVE AMES IA

## Impacted New License Application

Case Type	Current Stage	Case Received	Location Name	Location Address
Class "E" Retail	Local Authority	14-Jan-2026	WAL-MART SUPERCI	534 S DUFF AVE AMI

## Criminal History

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

# Local Authority Information

Local Authority Reviewing

City of Ames



Local Authority Signature Date



Approved/Denied \*

Required



Local Authority Email \*

Required

Local Authority Attestation Name \*

Required

Local Authority Contact Phone Number \*

Required

Comments

Cancel

Save Draft



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## Resources

- [Frequently Asked Questions](#)
- [Contact Us](#)
- [Subscribe to Updates](#)

## Other Links

- [State of Iowa Directory](#)
- [Website Policies](#)



**To:** Mayor and City Council

**From:** Taylor Swanson, Deputy City Clerk

**Date:** March 10, 2026

**Subject:** Ownership Update for Class E Retail Alcohol License - Wal-Mart Supercenter #4256, 534 South Duff Avenue

Please see the attached documentation for a motion approving Ownership Update for Class E Retail Alcohol License - Wal-Mart Supercenter #4256, 534 South Duff Avenue.

**ATTACHMENT(S):**

[Walmart Ownership Amendment Application 3.10.26.pdf](#)

< CITY OF AMES

## Local Authority Review

CITY OF AMES

1208370801

>

Owners

### Business Information

Customer Type

BUS

Business Sub-Type

Corporation

Business Designation

Legal Business Name

WALMART INC

### Old Ownership Information

Owner Type	Owner	Single Line Address	Ownership Percentage
Officer	MCMILLION, CARL DOU	702 S W 8TH ST BENTO	0.00
Owner	ALLEN, MATTHEW	3 S BEAU CHENE LN RC	0.00
Owner	LITTLE, SARAH	605 MAPLE DR SPRING	0.00
Owner	MCMILLON, DOUG	1701 NE TIGER BLVD. B	0.00

## Updated Ownership Information

Owner Type	Owner	Single Line Address	Ownership Percentage
 Owner	ALLEN, MATTHEW	3 S BEAU CHENE LN RC	0.00
 Owner	LITTLE, SARAH	605 MAPLE DR SPRING	0.00
 Owner	MCMILLON, CARL DOU	1701 TIGER BLVD BENT	0.00

## Impacted Active Licenses

Jurisdiction Code	Permit Type	License Number	Address
City of Ames	Class "E" Retail Alcc	LE0001441	3105 GRAND AVE AMES IA
City of Ames	Class "E" Retail Alcc	LE0001429	534 S DUFF AVE AMES IA

## Impacted New License Application

Case Type	Current Stage	Case Received	Location Name	Location Address
Class "E" Retail	Local Authority	14-Jan-2026	WAL-MART SUPERCI	534 S DUFF AVE AMI

## Criminal History

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

# Local Authority Information

Local Authority Reviewing

Local Authority Signature Date

Approved/Denied \*

Local Authority Email \*

Local Authority Attestation Name \*

Local Authority Contact Phone Number \*

Comments



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### Resources

- [Frequently Asked Questions](#)
- [Contact Us](#)
- [Subscribe to Updates](#)

### Other Links

- [State of Iowa Directory](#)
- [Website Policies](#)



**To:** Mayor & City Council  
**From:** Taylor Swanson, Deputy City Clerk  
**Date:** March 10, 2026  
**Subject:** New Class C Retail Liquor License with Outdoor Service - Buffalo Wild Wings, 400 South Duff Avenue

Please see attached documentation for a new Class C Retail Alcohol License with Outdoor Service - Buffalo Wild Wings, 400 South Duff Avenue.

The Alcoholic Beverages Division (ABD) recently changed their definition of timely filed status. Under this new definition, the dramshop insurance provider must endorse the renewal application *before* the license expiration date. If the renewal application is not endorsed by the insurance provider before the license expiration date, the license will be cancelled, and the applicant will no longer be able to operate under the license.

Buffalo Wild Wings initiated their renewal application, however, their dramshop insurance provider did not endorse the application prior to the license expiration on March 6, 2026. The alcohol license for Buffalo Wild Wings has been cancelled by ABD and ABD has directed Buffalo Wild Wings to apply for a new alcohol license.

**ATTACHMENT(S):**  
[Buffalo Wild Wings Application.pdf](#)

**CLASS "C" RETAIL ALCOHOL LICENSE APPLICATION**

**Business Information**

Name of Legal Entity: BLAZIN WINGS INC

FEIN: XX-XXX7107

Business Type: Corporation

This business is registered with the Secretary of State.

Business Number of Secretary of State: 246194

**Premises Information**

Premises DBA: BUFFALO WILD WINGS GRILL & BAR

Premises Address: 400 SOUTH DUFF AVENUE AMES IA 50010

Premises Type: Restaurant

Number of Floors: 1

Control of Premises: Lease

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: 09-Mar-2026

Length of License Requested: 12MONTH

Privilege(s) Requested

---

Outdoor Service - Allows the selling/serving of alcoholic beverages by the license/permit in a designated, adjacent outdoor area.

Provided description of the Outdoor Service Area:

No Changes. Adjacent to the restaurant.

## Endorsements

Local Authority: City of Ames

Dramshop Company: ACE AMERICAN INSURANCE COMPANY

## Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	JASPON, KATHERINE	SSN	***-**-8205	03-Dec-19 76		5110 MARBURY CIRCLE SANDY SPRINGS GA 30327	0.00
Individual	BOWIE, JOHN	SSN	***-**-2184	27-Apr-19 63		3790 SAWGRASS WAY APT. 3245 NAPLES FL 34112	0.00
Individual	ASTRIN, ERIC	SSN	***-**-7907	03-Sep-19 83		321 9TH ST NE ATLANTA GA 30309	0.00
Individual	INC. (PUBLICLY TRADED COMPANY), BUFFALO WILD WINGS,	SSN	***-**-5913	09-Sep-19 11		5500 WAYZATA BLVDSUITE 1600 MINNEAPOLI S MN 55416	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: LAURA CARLSON-HEIDEMAN

Phone Number: (952) 516-8175

Email Address: BWWLicensing@InspireBrands.com

Address: 3 GLENLAKE PAKRWAY ATLANTA GA 30328

**Attestation Information**

Attestation Name: ERIC ASTRIN

Attestation Date: 09-Mar-2026



**To:** Mayor & City Council  
**From:** Taylor Swanson, Deputy City Clerk  
**Date:** March 10, 2026  
**Subject:** New Class C Retail Alcohol License - AJ's Bar & Grill, 2514 Chamberlain Street, Pending Favorable Inspection

Please see attached documentation for a new Class C Retail Alcohol License - AJ's Bar & Grill, 2514 Chamberlain Street, Pending Favorable Inspection.

**ATTACHMENT(S):**  
[AJ's Bar & Grill Application.pdf](#)

## Applicant

[Help](#)

Name of Legal Entity : BENTINI COCKTAIL BAR & RESTAURANT LLC

Business Name (DBA) : AJS BAR & GRILL

Business Type : Limited Liability Company

Insurance Company : ACUITY INSURANCE

## Premises Address

Street : 2514  
CHAMBERLAIN  
AIN ST

Suite/Apt :

City : AMES

County : STORY

State : IOWA

ZIP : 50014-  
7204

## Mailing Address

Street : 5421  
TABOR DR

Suite/Apt :

City : AMES

County : STORY

State : IOWA

ZIP : 50014-  
5561

## Application Information

Application ID : 0-009-934-590

Application Type : Class "C" Retail Alcohol License (LC) Application

Current Stage : Dramshop Review

Premises Type : Bar/Tavern

Term : 12 months

Effective Date : 27-Mar-2026

Expiration Date : 26-Mar-2027

## Contact Information

Name : ANDREA

Phone Number : (515) 290-4763

Email : ajsliquor@yahoo.com

 Application history that predates November of 2022 is not accessible online. Please make a Public Records Request for this information.

## Application History

Application ID	Application Type	Stage	Date
0-009-934-590	Class "C" Retail Alcohol L Dramshop Revie		10-Feb-2026
0-009-934-590	Class "C" Retail Alcohol L New		10-Feb-2026

## Ownership

Name : SINGH, RAVINDER

% of Ownership : 50.0000

Position : Member

Name : SINGH, ANDREA

% of Ownership : 50.0000

Position : Member



**To:** Mayor and City Council  
**From:** Taylor Swanson, Deputy City Clerk  
**Date:** March 10, 2026  
**Subject:** New 5-Day (April 18-22, 2026) Special Class C Retail Alcohol License  
- Christiani's Events, 2900 Hoover Drive

Please see the attached documentation for a motion approving new 5-Day (April 18-22, 2026) Special Class C Retail Alcohol License - Christiani's Events, 2900 Hoover Drive.

**ATTACHMENT(S):**  
[Christiani's Events Application.pdf](#)

## Applicant

[Help](#)

Name of Legal Entity : CHRISTIANI'S EVENTS LLC

Business Name (DBA) : ST. CECILIA PARISH HALL

Business Type : Limited Liability Company

Insurance Company : FOUNDERS INSURANCE COMPANY

## Premises Address

Street : 2900  
HOOVER  
AVE

Suite/Apt :

City : AMES

County : STORY

State : IOWA

ZIP : 50010-  
4460

## Mailing Address

Street : 1150 E  
DIEHL AVE

Suite/Apt :

City : DES  
MOINES

County : POLK

State : IOWA

ZIP : 50315-  
5315

## Application Information

Application ID : 0-009-968-043

Application Type : Class "C" Retail Alcohol License (LC) Application

Current Stage : Dramshop Review

Premises Type : Church

Term : 5 days

Effective Date : 18-Apr-2026

Expiration Date : 22-Apr-2026

## Contact Information

Name : PETER WORSHAM

Phone Number : (515) 287-3169

Email : christianiscatering1@gmail.com

 Application history that predates November of 2022 is not accessible online. Please make a Public Records Request for this information.

## Application History

Application ID	Application Type	Stage	Date
0-009-968-043	Class "C" Retail Alcohol L Dramshop Revie		16-Feb-2026
0-009-968-043	Class "C" Retail Alcohol L New		16-Feb-2026

## Ownership

Name : CHRISTIANI, CAROL

% of Ownership : 100.0000

Position : member



**To:** Mayor John Haila and Ames City Council Members

**From:** Major Jason Tuttle, Ames Police Department

**Date:** March 10, 2026

**Subject:** Alcohol License Renewals

The following licenses are eligible for renewal:

- a. Kwik Spirits #530, 204 S Duff Avenue, Class E Retail Alcohol License
- b. Wal-Mart Store #749, 3105 Grand Avenue, Class E Retail Alcohol License
- c. BN'C Fieldhouse, 206 Welch Avenue, Class C Retail Alcohol License with Outdoor Service

A review of police records for the past 12 months found no liquor law violations for Kwik Spirits #530, Wal-Mart Store #749, or BN'C Fieldhouse. The Police Department recommends license renewal for these businesses.



**To:** Mayor and City Council  
**From:** City Clerk's Office  
**Date:** March 10, 2026  
**Subject:** Fees for Parking Meters for Ames Main Street Farmers' Market on Saturdays from May 2 - October 17, 2026

On February 24, 2026, the City Council approved several requests related to the 2026 Ames Main Street Farmers' Market. Following the meeting, staff realized that the language included in the Council meeting agenda was inconsistent with the language in Alternative #1 of the Council Action Form with regard to the request to waive reimbursement for lost metered parking revenues. As indicated in the Council Action Form, City staff estimates that the waiver results in a loss of \$2,897 to the Parking Fund.

The agenda language indicated: "Resolution approving/motion denying request to waive fees for parking meters on the 200, 300, and 400 blocks of Main Street." However, Alternative #1 indicated that the waiver of fees would be denied. Because the agenda indicated a resolution would be adopted, a resolution waiving the fees was prepared.

**It is City staff's belief that that agenda language was unclear and that, consistent with previous years and Alternative #1, it was the Council's intent to deny the request to waive parking meter fees. Accordingly, if that is the Council's intent, staff is requesting that Resolution No. 26-084 be rescinded and that the City Council adopt a motion denying the request to waive fees for parking meters on the 200, 300, and 400 blocks of Main Street.**

**Under this recommended alternative, Farmer's Market will reimburse the City for the lost parking meter revenue prior to the first day of the Market.**

ITEM #: 11  
DATE: 03-10-26  
DEPT: ADMIN

## COUNCIL ACTION FORM

**SUBJECT: FINANCIAL SUPPORT FOR THE 2026 BUILDING COMMUNITY BREAKFAST**

### BACKGROUND:

The City of Ames, the Ames Human Relations Commission (AHRC), Ames Regional Economic Alliance (AREA), Story County Board of Supervisors, McFarland Clinic, Kingland Systems, and ITC Midwest are partnering to host the second “Building Community Breakfast” gathering.

This year’s event will be held on Thursday, October 22, 2026, from 7:30-9:00 a.m. The event will be hosted at Reiman Gardens. The keynote speaker this year is Liz Nead. Liz is an Emmy Award-winning host and bestselling author who serves as a high-level executive coach and consultant, delivering leadership and teambuilding strategies for major organizations like PayPal, News Corp, and the National Guard. During the event, Liz will emphasize how to establish a collaborative work environment where everyone feels respected, included, and valued as a member of their organization rather than just a worker.

The City of Ames, AREA, and Story County Board of Supervisors have been asked to financially sponsor the event at the \$5,000 level. The cost of hosting the event is detailed in the attachment. Financial contributions will be used to help cover speaker fees, event sponsor recognition, meals, marketing, and promotion. **If approved, the \$5,000 City contribution would come from the FY 2026/27 City Council contingency fund (\$4,000) and the FY 2026/27 AHRC operating budget (\$1,000). The sponsorship will include 10 tickets to the event.**

The registration cost to attend the event is \$40. There is also the opportunity for other community sponsorship levels at \$1,000 and \$500.

### ALTERNATIVES:

1. Authorize the FY 2026/27 expenditure of \$5,000 (\$4,000 from Council Contingency Account and \$1,000 from AHRC operating budget) in support of the 2026 Building Community Breakfast.
2. Deny the request to sponsor the Building Community Breakfast.

### CITY MANAGER'S RECOMMENDED ACTION:

**Events like the Building Community Breakfast foster a sense of community and encourage collaboration. It is also an opportunity for the City of Ames to connect and engage with community members, aligning with the City Council values.** Therefore, the City Manager recommends that the City Council adopt Alternative No. 1, as noted above.

**ATTACHMENT(S):**

[Building Community Breakfast 2026 Letter to Mayor.pdf](#)

[Building Community Breakfast Budget 2026.pdf](#)



515.232.2310

AmesAlliance.com

304 Main Street, Ames, Iowa 50010

February 19, 2026

Mayor John Haila  
City of Ames  
515 Clark Avenue  
Ames, IA 50010

Mayor Haila,

I write to you respectfully requesting a \$5,000 sponsorship for the 2026 Building Community Breakfast. The event will be held on Thursday, October 22 at Reiman Gardens.

This will be our eighth year of hosting the event focused on uplifting community members in the workplace and organizations. We are very excited about the agenda that is being assembled, with partners that have assisted us with previous events.

I hope that you will join the Ames Regional Economic Alliance and numerous other partners in financially sponsoring this terrific event.

I appreciate your consideration and look forward to hearing from you very soon.

Sincerely,

Daniel A. Culhane  
President & CEO  
Ames Regional Economic Alliance

Bronwyn Beatty-Hansen, Ward One Council Member  
Tim Gartin, Ward Two Council Member  
Gloria Betcher, Ward Three Council Member  
Rachel Junck, Ward Four Council Member  
Amber Corrieri, At-Large Council Member  
Anita Rollins, At-Large Council Member  
Emily Boland, Ex-Officio Council Member  
Steve Schainker, City Manager  
Casandra Eames, City of Ames Engagement Coordinator

## 2026 Building Community Breakfast

Income		Budget
	Ames Regional Economic Alliance	\$ 5,000.00
	City of Ames/Human Relations Commission	\$ 5,000.00
	Story County Board of Supervisors	\$ 5,000.00
	McFarland Clinic	\$ 1,500.00
	Kingland Systems	\$ 1,500.00
	ITC Midwest	\$ 500.00
	Registrations	\$ 4,000.00
	<b>Total</b>	<b>\$ 22,500.00</b>
Expenses		Budget
	Speaker fees	\$ 5,000.00
	Marketing & Promotion	\$ 3,000.00
	Conference Center event use and F&B	\$ 9,500.00
	Event Correspondence/Sponsor Recognition	\$ 1,500.00
	Sponsor and partner tickets	\$ 3,500.00
	<b>Total</b>	<b>\$ 22,500.00</b>



**To:** Members of the City Council  
**From:** John A. Haila, Mayor  
**Date:** March 10, 2026  
**Subject:** Appointments to City Boards and Commissions

Attached is a listing of the City's various boards and commissions that have upcoming vacancies and the names of individuals I propose to be appointed to fill the openings. I am pleased with the qualifications of the residents who applied for open positions.

On the accompanying list, those with an asterisk (\*) by their names are individuals who are currently serving on that respective board or commission and are eligible to be reappointed.

The application review and selection process involved me reviewing each application and consulting the staff liaisons for respective boards and commissions as needed. Staff is comfortable with the proposed list of recommended appointees.

Should you have any questions on any of the applicants, please let me know. Jeremy Neefus also has all appointee applications on file should you wish to review them.

**ATTACHMENT(S):**  
[Attachment A.pdf](#)

**MAYOR'S APPOINTMENTS  
TO CITY OF AMES BOARDS AND COMMISSIONS  
2026**

**(\* Incumbents)**

<b>Board/Commission</b>	<b>Vacancies</b>	<b>Name</b>
Analysis of Social Services Evaluation Team	2	Kathy Guillen* Thomas Stein
Building Board of Appeals - Homebuilder - Master Electrician - Professional Engineer	3	Ryan Friedrich Chris Nelson* John Joiner
Commission on the Arts	2	Donald Tweedt Candace Zwank
Electric Utility Operations Review & Advisory Board	1	Mariele Wagle*
Historic Preservation Commission	3	Melissa Goodwin* Ethan Atwell Madison Hall
Human Relations Commission	3	Pablo Suarez Beltran* Katlyn Mock Daniyal Shahbaz
Library Board of Trustees	3	Jill Daiker Erica Genise Stephanie Marsau
Parks & Recreation Commission	3	Hannah Sappenfield* Erin Elsbernd Gary Warning
Planning & Zoning Commission	2	Kyle Hauswirth Scott Huffman
Property Maintenance Appeals Board - General Contractor - Large Property Landlord - Neighborhood Resident Owner-Occupied - Student Tenant	4	Ray Bratsch-Prince Patrice Engelman* Kristin Dillavou* Sofia De Lima Barbosa
Project Share Committee	1	Robyn Belden*
Public Art Commission	5	Manu Agnihotri* Janice Reutter* Bob Anders Emily Gassmann Joseph Nolin
Public Nuisance Appeals Board - At-Large - At-Large - Ward 2	3	Mahdi Al-Kaisi* Elliott Smith Erin Smith*



**To:** Mayor & City Council  
**From:** Mark O. Lambert, City Attorney  
**Date:** March 10, 2026  
**Subject:** Affirming Council Member Gartin's Vote

On March 5, 2026, Council member Tim Gartin attended and participated in a meeting of the Story County Emergency Management Commission – Story County Board of Supervisors’ Joint EOC Project. He was requested by Mayor Haila to attend the meeting in place of the Mayor, who is the City’s representative on the Commission.

On the way to the meeting, Council Member Gartin telephoned the City Attorney and the two discussed the legality of Tim voting as a member of the Commission, when he is not a member and not the Mayor Pro Tem (who is authorized by the *Iowa Code* to act in lieu of the Mayor, when the Mayor is unavailable).

**A decision was made that Council Member Gartin would attend the meeting and vote, and that the City Council would be asked to retroactively approve his votes, to make clear that he had the authority to vote on behalf of the City.**

There were two votes taken where Council Member Gartin voted with the majority. One was to approve the selection of an A/V system bid for the Emergency Operations Center (EOC) project. Story County had already approved the allocation of the funds. This vote was to approve the selection of the low bidder. The cost is \$104,530. The vote was 8-3.

The second vote was to approve \$4,000 in new furniture and \$10,853 in a contingency fund for the project. The vote had one dissenting vote. This brought the total project cost to \$119,383. When construction costs are added, the total project cost is \$260,000.

Fire Chief Higgins was present and reported that his review of the proposal was consistent with other EOC A/V systems in the area.

Therefore, Council Member Gartin and the City Attorney ask that the Council

adopt a resolution affirming that the Council retroactively authorizes Council Member Gartin's votes on behalf of the City at the March 5, 2026, meeting of the Story County Emergency Management Commission.

ITEM #: 14  
DATE: 03-10-26  
DEPT: ELEC

## COUNCIL ACTION FORM

**SUBJECT: 2026 ELECTRIC RELIABILITY PLAN**

### **BACKGROUND:**

Electric Services manages its inspection and maintenance efforts under an adopted reliability plan that has been filed with the Iowa Utilities Commission (IUC). Historically, such plans were prepared and approved at the City staff level.

The Iowa Utilities Commission has adopted changes to its administrative code (IAC 199-27.8) and now requires each municipal electric utility to have its adopted reliability plan approved by its respective governing authority prior to filing updates to its existing plans. **Therefore, the City Council is being asked to approve the Electric Service's adopted Reliability Plan to satisfy this IUC requirement.**

Staff has prepared the Reliability Plan, using guides and reference material provided by the Iowa Association of Municipal Utilities (IAMU). The proposed Reliability Plan is attached for reference.

### **ALTERNATIVES:**

1. Approve the adoption of the 2026 Electric Reliability Plan.
2. Do not approve the 2026 Electric Reliability Plan.
3. Request further information from staff.

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

Iowa Administrative Code now requires the approval of the Electric Utility's Electric Reliability Plan by the City Council. City staff has prepared this Plan using reference materials supplied by IAMU to ensure compliance. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No.1, as noted above.

### **ATTACHMENT(S):**

[Reliability Plan Statement 2026.pdf](#)



Friday, February 6<sup>th</sup>, 2026

## CITY OF AMES RELIABILITY PLAN

The City of Ames strives to deliver its customers safe, reliable, and affordable power. While this reliability plan focuses on information pertinent to reliability, other considerations must also be taken into account to balance the needs of the customers with the business decisions of the system's managers. The purpose of this reliability plan is to meet the requirements of Iowa Administrative Code 199-27.8. This reliability plan does not replace but supplements the information provided to the utility's governing authority throughout the year. This plan has been approved by the governing authority of the City of Ames. This plan covers the reporting period of January 1, 2026, through December 31, 2026. During 2025, customers were able to contact the City of Ames 24/7 through an after-hours telephone number. They were able to promptly report service interruptions and other issues with their electric service through clearly defined communication channels.

The City of Ames reliability plan represents an integrated approach addressing the electric system's operation, maintenance, and inspection. Providing safe, reliable, and affordable electric service to meet customers' needs requires a careful balance and consideration of all the above factors, as well as the resources available to achieve the desired results. The City of Ames made reasonable efforts to avoid and prevent service interruptions during the last year. However, when interruptions occurred, service was reestablished within the shortest time practicable, consistent with safety.

The City of Ames has an effective preventive maintenance program and is capable of emergency repair work on an appropriate scale to its scope of operations and the physical condition of its electric facilities. This program is included in our vegetation, substation, and visual inspection plans. To improve its effectiveness, these plans are reviewed annually. Quality of work and final delivery by contractors are also assessed. The City of Ames continues to follow a written program for inspecting and maintaining its electric supply lines and substations to determine the need for replacement, maintenance, and repair for tree pruning or other vegetation management. The City of Ames is following a schedule for this written program to ensure the completion of all areas within a 36-month timeline.

The City of Ames assesses the status of its distribution line equipment, including animal guarding and pole-mounted power factor correction equipment. The City of Ames models and compares consumption metrics during peak load, non-peak load, and warm and cold conditions to issue maintenance jobs based on these assessments and conditions. The City of Ames also installs lightning arresters at appropriate locations on distribution line equipment to reduce outages and protect equipment and inspects them annually using infrared and visual inspections.

The City of Ames has a comprehensive pole inspection program, with the entire system scheduled for completion on a 10-year cycle, including both overhead and groundline conditions. The program consists of a complete inspection of poles over 10 years of age and a report on all rejected poles to be replaced. Poles are generally replaced within six months following an inspection. Besides these two inspections, the City of Ames also conducts a Visual Inspection of all transmission poles every fiscal year.

ITEM #: 15  
DATE: 03-10-26  
DEPT: ADMIN

## COUNCIL ACTION FORM

**SUBJECT: REQUEST FROM HEARTLAND OF STORY COUNTY TO SUBLEASE OFFICE SPACE TO IOWA STATE UNIVERSITY**

### BACKGROUND:

The City of Ames and Heartland Senior Services (d/b/a Heartland of Story County) have a 50-year land lease agreement for 205 S Walnut Ave, where the Sixty Forward Center is located. The lease went into effect on February 8, 2022, and expires on January 21, 2072. **According to the agreement, Heartland must receive approval from the City to sublease any portion of the building.**

Currently, Bethany Life and Central Iowa Retired Senior Volunteer Program are authorized to sublease space. Bethany Life has since provided notice that it is vacating its office space and Heartland is requesting City Council consent to subleasing that space to a new tenant, Osher Lifelong Learning Institute (OLLI) at Iowa State/Iowa State University of Science and Technology, a nonprofit organization.

Attached is the request from Heartland Senior Services, a five-year sublease agreement with OLLI, and the recorded lease agreement between the City of Ames and Heartland Senior Services.

### ALTERNATIVES:

1. Approve the request for Heartland Senior Services to sublease office space to OLLI at Iowa State for a five-year term.
2. Deny the request to sublease.
3. Do not take action at this time and provide direction to staff on next steps for the project.

### CITY MANAGER'S RECOMMENDED ACTION:

**With Bethany Life vacating the office space at the Sixty Forward Center, operated by Heartland Senior Services, a new tenant request was expected.** As such, it is the recommendation of the City Manager that the City Council approve Alternative No. 1 as described above.

### ATTACHMENT(S):

[Request Letter.pdf](#)

[Sublease Heartland&ISU.pdf](#)

[Recorded Lease Agreement City of Ames.pdf](#)



205 S. Walnut, Ames, IA 50010  
Office: (515) 233-2906  
www.heartlandofstorycounty.org

March 2, 2026

Steve Schainker, City Manager  
City of Ames, Iowa  
515 Clark Avenue  
Ames, IA 50010

Dear Steve,

Heartland of Story County and the City of Ames entered into a 50-year land lease agreement on February 8, 2022, for the city-owned land located at 205 S. Walnut Avenue. This lease will expire on January 21, 2072.

Under Article 15 of the agreement, it states that “Heartland is prohibited from subleasing the building(s), or any portion thereof, or selling the building and other future improvements on the site, or any portion thereof, without approval of the Ames City Council.” On December 12, 2023, the Council approved Heartland’s request to sublease space to two tenants, Bethany Life and Central Iowa Retired Senior Volunteer Program (CIRSVP). Bethany Life has since provided notice to vacate its office space due to relocation to new space that accommodates their growing staffing needs. Heartland is therefore requesting City consent to sublease office space in the Sixty Forward Center to a new tenant, OLLI at Iowa State/Iowa State University of Science and Technology. OLLI at Iowa State is a non-profit organization that provides lifelong learning through educational courses and social experiences specially designed for mature learners.

The co-location of OLLI at Iowa State, CIRSVP, and Heartland will continue to strengthen collaboration and shared resources in delivering services to people 60+ throughout Ames and Story County.

OLLI at Iowa State/Iowa State University of Science and Technology can take possession of the office space on April 1, 2026, so I have requested that this item be placed on the March 9, 2026, City Council agenda for consideration.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Deb Schildroth".

Deb Schildroth  
Executive Director

*Mission: Heartland of Story County offers life-enriching opportunities for adults 60 and above and provides support for their families and caregivers.*



SPACE ABOVE FOR RECORDER

### **BUSINESS PROPERTY SUBLEASE**

This Sublease (“Sublease”) dated as of March 2, 2026, is made by and between **Heartland Senior Services doing business as Heartland of Story County**, an Iowa Nonprofit Corporation (“Sublessor”), and **Iowa State University of Science and Technology, a public institution of higher education established in the State of Iowa** (“Subtenant”), (and collectively the “Parties”) upon the following terms and conditions:

### **RECITALS**

- A. “Sublessor” is Heartland Senior Services, and Iowa nonprofit corporation with principal offices and mailing address of 205 S. Walnut Street, Ames, IA 50010 and also the “Lessee” under Lease Agreement – The City of Ames, Iowa to Heartland Senior Services dated February 8, 2022.
- B. “Lessor” is the City of Ames, Iowa, an Iowa municipal corporation located in Story County, Iowa, with principal offices and mailing address of 515 Clark Avenue, Ames, IA 50010 Attn: City Clerk.

- C. "Subtenant" is **Iowa State University of Science and Technology, a public institution of higher education established in the State of Iowa**, with principal offices and mailing address of 1919 Madden Building, 2221 Wanda Daley Drive, Ames, IA 50011.
- D. "Master Lease" means that certain agreement dated February 8, 2022. A copy of the Master Lease is attached as Exhibit "A" and is incorporated by reference into this Sublease.
- E. "Master Premises" is the real property located at 205 S. Walnut Street, Ames, Story County, Iowa, locally known as 205 S. Walnut St. Ames, Iowa, and legally described, to-wit:

*Lots 1, 4, 5, 8, and the West 52' of Lot 9, and the E1/2 of the vac. Alley abutting the west line thereof, all in Block B of Black's Second Addition to the City of Ames, Story County, Iowa.*

## **SECTION ONE SUBLEASE**

Sublessor subleases to Subtenant on the terms and conditions in this Sublease the following portion of the Master Premises: 200 square feet of office space for Subtenant's programs consistent with the Master Lease's purpose of providing services in general to individuals aged 60 and above.

## **SECTION TWO WARRANTY BY SUBLESSOR**

Sublessor warrants to Subtenant that the Master Lease has not been amended or modified except as expressly set forth in this Sublease; that Sublessor is not now, and as of the commencement of the Term (defined in this Sublease) of this Sublease will not be, in default or breach of any of the provisions of the Master Lease; and that Sublessor has no knowledge of any claim by Lessor that Sublessor is in default or breach of any of the provisions of the Master Lease.

**SECTION THREE  
TERM**

- A. Initial Term. The term of this Sublease will commence on April 1, 2026, or when Lessor consents to this Sublease, whichever occurs later, and shall continue for a period of five (5) years April 1, 2031 unless terminated sooner in accordance with the provisions of this Sublease.
- B. Option to Terminate. Upon one hundred twenty (120) days advance written notice, either party can terminate this sublease.

**SECTION FOUR  
RENT**

- A. Base Rent. Subtenant will pay to Sublessor as “Base Rent,” without deduction, setoff, notice, or demand, at 205 S. Walnut St., Ames, Iowa, 50010, or at any other place Sublessor designates by notice to Subtenant, the sum of One Thousand Two Hundred Dollars (\$1,200.00) per month, in advance of the first day of each month of the Term. Subtenant will pay to Sublessor on execution of this Sublease, as initial rent, that portion of the \$1,200 monthly rent, pro-rated for the actual number of days remaining in the month as of the date of possession.
- B. Operating Costs. Sublessor will pay the expenses of operating the building of which the Premises are a part (collectively, “Operating Costs”), including, but not limited to, utilities, janitorial service, access to Wi-Fi, parking, snow removal, and lawn care pursuant to the terms of the Master Lease.

**SECTION FIVE  
SECURITY DEPOSIT**

Subtenant will deposit with Sublessor on execution of this Sublease the sum of One Thousand Two Hundred Dollars (\$1,200.00) as security for Subtenant’s faithful performance of Subtenant’s obligations under this Sublease (“Security Deposit”). If Subtenant fails to pay rent or other charges when due under this Sublease, or fails to perform any obligations under this Sublease, Sublessor may use any portion of the Security Deposit for the payment of any rent or other amount then due and unpaid, for the payment

of any other sum for which Sublessor may become obligated because of Subtenant's default or breach, or for any loss sustained by Sublessor as a result of Subtenant's default or breach. If Sublessor uses any portion of the Security Deposit, Subtenant will, within ten (10) days after written demand by Sublessor, restore the Security Deposit to the full amount originally deposited. Subtenant's failure to do so will constitute a default under this Sublease. Sublessor will not be required to keep the Security Deposit separate from its general accounts and will have no obligation or liability for payment of interest on the Security Deposit. If Sublessor assigns its interest in this Sublease, Sublessor will deliver to its assignee as much of the Security Deposit as Sublessor then holds. Within fifteen (15) days after the Term has expired or Subtenant has vacated the Premises or any final adjustment pursuant to Subsection 4(b) of this Sublease has been made, whichever occurs last, and provided that Subtenant is not then in default under this Sublease, the Security Deposit, or as much as remains that has not been applied by Sublessor will be returned to Subtenant or to the last assignee, if any, of Subtenant's interest under this Sublease.

## **SECTION SIX USE OF PREMISES**

The Premises will be used and occupied only for office space for Subtenant's programs that are consistent with the Master Lease's purpose of providing services in general to those aged 60 and above and no other purposes.

Subtenant will provide own furnishings in this space.

Subtenant can have a maximum of four (4) employees occupying their designated office area.

Subtenant can reserve the Beran Multipurpose Room (BMR), Hobby Hub Room (HH), Don Payer Multipurpose Room (DPMR), and Conference Room (CR) as follows:

- BMR: Two (2) times per month (no cost)
- HH: Two (2) times per month (no cost)
- DPMR: Two (2) times per month (no cost)
- CR: Five (5) times per week (no cost)
  - Additional CR usage will be made available, following the room prioritization schedule for usage (shown below Item A)

- o Beyond the stipulated times listed above, additional room usage will be assessed at BMR \$50/hour; HH \$25/hour; DPMR \$25/hour; CR \$0/hour.

Item A: A room scheduling calendar will be made available to the Subtenant. Prioritization of usage is as follows:

- i. Heartland Senior Services, Mary Greeley Medical Center, City of Ames
- ii. Iowa State University (OLLI at Iowa State University)
- iii. RSVP
- iv. Other groups, individuals, etc. (excludes Conference Room)

Subtenant can utilize the copy machine in the workroom. Usage would be recorded and invoiced to subtenant on a monthly basis.

Subtenant will have access to common areas (restroom, atrium, workroom).

Subtenant will maintain their own supplies in their office and/or in designated storage areas. Defined storage areas will be determined upon moving into the building.

## **SECTION SEVEN ASSIGNMENT AND SUBLETTING**

Subtenant will not assign this Sublease or further sublet all or any part of the Premises without the prior written consent of the Sublessor (and the consent of Lessor under the terms of the Master Lease).

## **SECTION EIGHT OTHER PROVISIONS OF SUBLEASE**

All applicable terms and conditions of the Master Lease are incorporated into and made a part of this Sublease as if Sublessor were the landlord, Subtenant the lessee, and the Premises the Master Premises. Subtenant assumes and agrees to perform the lessee's obligations under the Master Lease during the Term to the extent that these obligations are applicable to the Premises. However, the obligation to pay rent and operating costs to Lessor under the Master Lease will be considered performed by Subtenant to the extent and in the amount rent and operating costs are paid to Sublessor in accordance with Section 4 of this Sublease. Subtenant will not commit or suffer any act or omission that will violate any of the provisions of the Master Lease. Sublessor will exercise due diligence in

attempting to cause Lessor to perform its obligations under the Master Lease for the benefit of Subtenant. If the Master Lease terminates, at the option of Lessor, this Sublease will terminate and the parties will be relieved of any further liability or obligation under this Sublease. However, if the Master Lease terminates as a result of a default or breach by Sublessor or Subtenant under this Sublease or the Master Lease, the defaulting party will be liable to the non-defaulting party for the damage suffered as a result of this termination. Regardless, if the Master Lease gives Sublessor any right to terminate the Master Lease in the event of the partial or total damage, destruction, or condemnation of the Master Premises or the building or project of which the Master Premises are a part, the exercise of this right by Sublessor will not constitute a default or breach.

## **SECTION NINE INSURANCE**

- A. Property Insurance. Sublessor and Subtenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies, the Sublessor and Subtenant waive all rights of recovery against each other.
  
- B. Liability Insurance. Subtenant shall obtain commercial general liability insurance in the amounts of Two Million Dollars (\$2,000,000.00) each occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. This policy shall be endorsed to include the Sublessor as an additional insured. Sublessor shall include Subtenant on their general liability insurance policy as an additional insured. Subtenant shall furnish Sublessor a certificate of insurance within thirty (30) days from the date of the beginning of the term and annually thereafter. Notwithstanding the foregoing or anything herein to the contrary, Subtenant, as an agency of the State of Iowa, is self-insured for general liability under the Iowa Tort Claims Act for itself and its officers, employees and agents, and accordingly, so long as Subtenant remains an agency of the State of Iowa, may meet the foregoing coverage requirements pursuant to self-insurance.
  
- C. Liability for Damage. Each party shall be liable to the other party for all damage to the property of the other negligently, recklessly or intentionally caused by that party or their agents, employees, or invitees, except to the extent the loss is insured, and

subrogation is waived under the owner's policy.

- D. **Indemnity.** Except for the negligence of the Sublessor, and to the fullest extent permitted by law, Subtenant will protect, defend, and indemnify Sublessor from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Subtenant or any person claiming through or under Subtenant.

## **SECTION TEN NOTICES**

All notices and demands that may be required or permitted by either party to the other will be in writing. All notices and demands by the Sublessor to Subtenant will be sent by United States Mail, postage prepaid, addressed to the Subtenant at the Premises, and to the address in this Sublease below, or to any other place that Subtenant may from time to time designate in a written notice to the Sublessor. All notices and demands by the Subtenant to Sublessor will be sent by United States mail, postage prepaid, addressed to the Sublessor at the address in this Sublease, and to any other person or place that the Sublessor may from time to time designate in a written notice to the Subtenant.

To Sublessor:           Heartland Senior Services d/b/a Heartland of Story County  
                                  205 S. Walnut Street  
                                  Ames, IA 50010

To Subtenant:           Iowa State University of Science and Technology  
                                  1919 Madden Building, 2221 Wanda Daley Drive  
                                  Ames, IA 50011

## **SECTION ELEVEN SUCCESSORS AND ASSIGNS**

This Sublease will be binding on and inure to the benefit of the Parties, their successors in interest, and assigns.

**SECTION TWELVE  
ATTORNMENT**

If the Master Lease terminates, Subtenant will, if requested, attorn to Master Landlord and recognize Master Landlord as Sublessor under this Sublease. However, Subtenant's obligation to attorn to Master Landlord will be conditioned on Subtenant's receipt of a non-disturbance agreement.

**SECTION THIRTEEN  
ENTRY**

Sublessor reserves the right to enter the Premises on reasonable notice to Subtenant to inspect the Premises or the performance by Subtenant of the terms and conditions of this Sublease and, during the last three (3) months of the term, to show the Premises to prospective subtenants. In an emergency, no notice will be required for entry.

**SECTION FOURTEEN  
LATE CHARGE AND INTEREST**

As allowed per Iowa State Law, the late payment of any Rent will cause Sublessor to incur additional costs, including the cost to maintain in full force the Master Lease, administration and collection costs, and processing and accounting expenses. If Sublessor has not received any installment of Rent within ten (10) days after that amount is due, Subtenant will pay five percent (5%) of the annual delinquent amount, which is agreed to represent a reasonable estimate of the cost incurred by Sublessor. In addition, all delinquent amounts will bear interest from the date the amount was due until paid in full at a rate of eighteen percent (18%) per annum ("Applicable Interest Rate"). However, in no event will the Applicable Interest Rate exceed the maximum interest rate permitted by law that may be charged under these circumstances. Sublessor and Subtenant recognize that the damage Sublessor will suffer in the event of Subtenant's failure to pay this amount is difficult to ascertain and that the late charge and interest are the best estimate of the damage that Sublessor will suffer. If a late charge becomes payable for any three (3) installments of Rent within any twelve (12) month period, the Rent will automatically become payable quarterly in advance.

**SECTION FIFTEEN  
ENTIRE AGREEMENT**

This Sublease sets forth all the agreements between Sublessor and Subtenant concerning the Premises, and there are no other agreements either oral or written than as set forth in this Sublease.

**SECTION SIXTEEN  
CONSENT BY LESSOR**

This Sublease will have no effect unless consented to by Master Lessor.

In witness, the Parties have executed this Sublease as of the date first above written.

**SUBLESSOR**

**Heartland Senior Services d/b/a  
Heartland of Story County**

By:

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

**SUBTENANT**

**Iowa State University, a public  
institution of higher education  
established in the State of Iowa**

By:

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

**LESSOR**

**City of Ames**

By:

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

Instr. Number: 2024-05184  
Recorded: 7/23/2024 at 3:31:44.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.50  
Combined Fee: \$30.50  
Stacie L. Herridge - Recorder  
Transfer Tax:  
Story County, Iowa

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**DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER**  
Prepared by: Mark Lambert, City Attorney, City of Ames, 515 Clark, Ames, Iowa 50010 (Phone: 515-239-5146)  
Legal Description: See page 2  
Return to: Ames City Clerk, P. O. Box 811, Ames, Iowa 50010-0811

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### CLERK'S CERTIFICATE

I, the undersigned, the duly appointed, qualified and acting City Clerk of the City of Ames, Iowa, do hereby certify, as provided in Iowa Code 558.3, the following: that I have custody of the records of the City of Ames, Iowa; and that the attached Lease Agreement is a true and exact copy of said Lease Agreement as filed in my office.

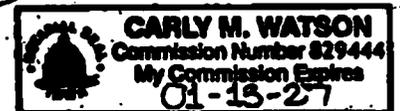
In Witness Whereof, I have affixed my signature and seal of the City of Ames, Iowa on this 27 day of July 2024.



Renee Hall, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS.: This instrument was acknowledged before me on July 23, 2024, by Renee Hall, as City Clerk for the City of Ames, Iowa.

NOTARY PUBLIC.



Document Prepared By: Mark O. Lambert, Ames City Attorney, 515 Clark Avenue, Ames, IA 50010 (515) 239-5146  
Return Document To: City of Ames, City Clerk, 515 Clark Avenue, Ames, IA 50010

**LEASE AGREEMENT**

**THE CITY OF AMES, IOWA TO HEARTLAND SENIOR SERVICES**

THIS LEASE AGREEMENT, is made and entered into this 5<sup>th</sup> day of February, 2022, between the Lessor City of Ames (hereinafter "City"), a municipal corporation, and Lessee Heartland Senior Services (hereinafter "Heartland"), a nonprofit corporation,

**WITNESSETH:**

1. The City hereby agrees to lease to Heartland the property known locally as 205 S. Walnut (hereinafter "property"), for the purpose of Heartland providing services to senior citizens in the city. **PROPERTY DESCRIPTION OF 205 S. WALNUT:**  
Lots 1, 4, 5, 8 of the West 52' of Lot 9, and the E1/2 of the vac. Alley abutting the west line thereof, all in Block B of Black's Second Addition to the City of Ames, Story County, Iowa.
2. The term of this lease agreement shall be fifty (50) years, commencing on February 1, 2022, and ending at midnight on January 31, 2072, unless earlier terminated by mutual agreement of the parties or per operation of this lease agreement.
3. The prior lease on this property, Instrument #0002, filed July 1, 1988 at Book 267, Page 295 is hereby terminated. Any and all other leases or sub-leases on the property are hereby terminated.
4. **PUBLIC PURPOSE:** This lease agreement is being entered into by the City for the public purpose of procuring needed services to the senior community in Ames. Heartland has as its mission, and is uniquely qualified and prepared, to provide senior services which include, but are not limited to, activities in the areas of physical activity, social networks, health, intergenerational activities, and nutrition. Senior services are badly needed in the Ames community as the number of citizens, 60 years of age or older, continues to grow.

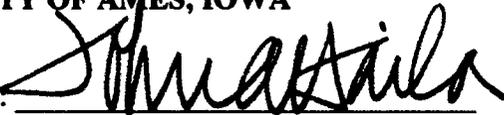
5. There shall be no monetary payments due or owing the City under this Lease Agreement. The full, complete, and satisfactory consideration for this Lease Agreement shall be and is the promise hereby made by Heartland to:
  - a. Demolish the existing city-owned building on the property at Heartland's expense and no expense to the City.
  - b. Construct a building or buildings on the property and develop site improvements that are designed, equipped, and continually operated so as to provide senior services. Senior services include, but are not limited to, activities in the areas of physical activity, social networks, health, intergenerational activities, and nutrition.
  - c. Provide such senior services to seniors in Ames for the duration of this Lease Agreement.
  - d. Transfer to the City of Ames the adjoining property, as provided below, at no cost to the City, within three (3) months of the effective date of this lease agreement at Heartland's cost and expense.
  - e. Maintain the property, as provided below, including but not limited to regular lawn mowing and snow removal from sidewalks.
  - f. Maintain general liability and property/casualty insurance on the property for the duration of the lease, as provided below.
6. Said property shall only be used by Heartland to provide senior services, and not for any other purpose. Senior services include, but are not limited to, activities in the areas of physical activity, social networks, health, intergenerational activities and nutrition.
7. Heartland shall construct or have made substantial progress towards construction a building or buildings on the property, within two (2) years of the effective date of this lease agreement, and develop site improvements that are designed, equipped, and continually operated so as to provide senior services as defined above. Heartland shall then use the building to provide such senior services for the duration of this Lease Agreement.
8. Heartland will transfer, at no cost to the City, the adjoining property to the 205 S. Walnut, locally known as 219 S. Walnut, and will be responsible for assuring that platting is done, and City ordinances are followed to combine this property into one parcel with the 205 S. Walnut property. The City shall be responsible for preparing the documents necessary for the property transfer, and Heartland shall be responsible for any filing fees or other costs. This property transfer will take place no later than three (3) months after the effective date of this lease. Upon the successful transfer of the property to the City's ownership, the new, combined parcel will be incorporated into this lease agreement as the subject property. **PROPERTY DESCRIPTION OF 219 S. WALNUT:** Lot 9, except the West 52' thereof, Block B of Black's Second Addition to the City of Ames, Story County, Iowa.

9. Heartland agrees to comply with all applicable City, State, and Federal laws as well as the City rules, regulations, and ordinances on all matters, including but not limited to the City Zoning Code and Building Code. Heartland agrees that any building shall be constructed and operated in compliance with all fire and safety codes in effect or that may become in effect.
10. Heartland may grade the property and install utilities as necessary to construct its building and provide services but must follow all City ordinances in doing so.
11. Heartland agrees to indemnify, defend, and hold the City harmless for any and all matters or claims, whether in tort or any other type of claim, regarding the property while this lease agreement is effective. Heartland is required to maintain \$3 million general liability insurance coverage and Heartland's insurance carrier must name the City as an Additional Insured. Heartland is also required to maintain sufficient property & casualty insurance on Heartland's building to cover the total loss of the building, and to list the City of Ames as an Additional Insured on the policy. Heartland is required to provide the City with Certificates of Insurance showing the City as an Additional Insured for both the general liability and property & casualty insurance, which also states that Heartland's insurance policy is primary and non-contributory.
12. Heartland will be responsible for maintaining the lawn and sidewalks, including removal of snow or ice from sidewalks.
13. Heartland must seek and receive prior approval from the Ames City Council for the initial building and site improvement plans as well as any future buildings, building additions, and other site improvements.
14. Heartland is prohibited from subleasing the building(s), or any portion thereof, or selling the building(s) and other future improvements on the site, or any portion thereof, without the approval of the Ames City Council.
15. After constructing its building(s), Heartland will be responsible for maintaining and repairing all buildings, structures, and site improvements on the leased property.
16. **TERMINATION:** This lease shall terminate upon expiration of this lease unless it is earlier terminated by mutual agreement of the parties or as otherwise set forth in this paragraph. In recognition that Heartland might want to make additional improvements that will require additional time to appreciate, it is agreed that Heartland may request, and the City may grant extensions to this Lease Agreement at any time. This lease may also be terminated if the building(s) and property cease to be used entirely for the purpose stated in Paragraph 4 of this lease agreement. In the event that the building or buildings are destroyed or significantly damaged by fire, tornado or other reasons, Heartland shall, within eighteen (18) months of the destruction, begin renovation, construction, or replacement of the improvements destroyed. Failure to begin construction, replacement, or renovation within eighteen (18) months of the damage will terminate this lease. At the end of the fifty (50) year term of the lease, the lease

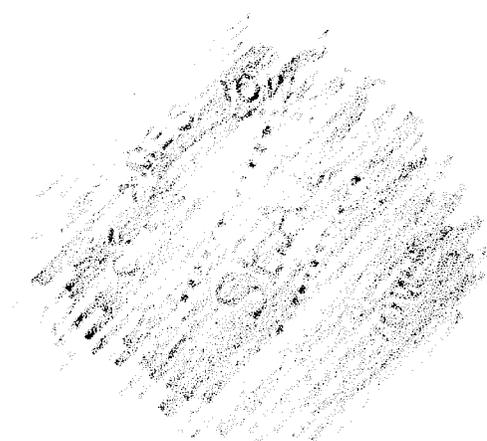
may be extended, or a new lease may be entered into by mutual agreement of the parties; if the lease is not extended or a new lease entered into, all buildings on the property shall become the property of the City of Ames at no cost to the City. If Heartland abandons the building at any time during this lease, all buildings and structures on the property shall become the property of the City of Ames. In the event of lease termination or Heartland's abandonment of the building, Heartland may remove any of its moveable equipment. In the event of Default by Heartland on this lease agreement, the City will notify Heartland that it is in default, and Heartland will have 30 days to cure the default before the lease will terminate.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and signatures the day and year above first written.

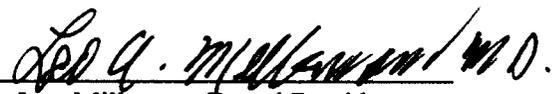
**CITY OF AMES, IOWA**

By:   
John A. Haila, Mayor

ATTEST:   
Diane R. Voss, City Clerk



**HEARTLAND SENIOR SERVICES, INC.**

By:   
Leo Milleman, Board President

By:   
Nancy Carroll, Executive Director



**To:** Mayor and City Council  
**From:** Mark O. Lambert, City Attorney  
**Date:** March 10, 2026  
**Subject:** Appendix Q - Water and Pollution Control Fees & Charges - Ames  
Municipal Code

On June 24, 2025, Resolution No. 25-308 passed adopting the 2025 Annual Fees for the City of Ames. [**See attached Resolution No. 25-308 dated June 24, 2025.**]

Appendix Q (Water and Pollution Control Fees & Charges) is a portion of the Annual Fees Resolution that was adopted. It was brought to our attention that it was missing a page referencing the changes to the “Sample Collection Fees” that should have been included in the 2025 Annual Fees Resolution. At the time of uploading this document to Granicus for review and City Council packet information the last page of Appendix Q was inadvertently left off. [**See attached changes to Sample Collection Fees that were left off Appendix Q.**]

Sampling fees have not been billed to industrial customers at this time until the new Resolution for Appendix Q is adopted. [**See new Resolution attached with the complete Appendix Q showing the inclusion of the “Sample Collection Fees”**]

It is recommended that the City Council adopt Appendix Q.

**ATTACHMENT(S):**

[Resolution 25-308.pdf](#)

[Sample Collection Fees for 2025.pdf](#)

[Appendix Q \(Inclusion of Sample Collection Fees\).pdf](#)

**RESOLUTION NO. 25-308**

**A RESOLUTION ADOPTING NEW AND REVISED FEES FOR THE  
CITY OF AMES, IOWA**

**BE IT RESOLVED** by the City Council for the City of Ames, Iowa, that the following fees shall be adopted or adjusted to recover the approximate actual costs of city services from those who use and benefit from these services.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ames, Iowa, that fees shall be adopted as follows:

**SECTION ONE.** The following Ames Municipal Cemetery Fees are hereby adopted or adjusted effective July 1, 2025, and codified as Appendix A-7.

**APPENDIX A**

**AMES MUNICIPAL CEMETERY RULES AND REGULATIONS**

**FEES FOR AMES MUNICIPAL CEMETERY AND ONTARIO CEMETERY**

Effective July 1, 2025

**Lots**

Adult	\$839.86/space	\$210.14 perpetual care <sup>1</sup>
Infant <sup>3</sup>	\$160.00/space	\$40.00 perpetual care <sup>1</sup>

**Interment (Does not include price of lot)**

**Full Burial:**

Adult	\$1,050.00
Infant	\$ 350.00
Weekend/Holiday - Adult <sup>2</sup>	\$1,461.00
Weekend/Holiday - Infant <sup>2</sup>	\$ 491.00

**Cremation:**

Adult	\$ 599.00
Weekend/Holiday <sup>2</sup>	\$ 711.00
For interments that require Winter rate, add:	\$ 250.00

**Columbarium**

Niche, Interment, and Plaque	\$3,062.00
( \$314.40 for perpetual care <sup>1</sup> )	

**Disinterment:**

Based on actual costs of time and materials;  
Minimum charge is 2 x current charge for interment

**Markers & Memorials**

Installation service charge	\$ 50.00 each
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<sup>1</sup> The perpetual care fund is an irrevocable trust; monies deposited into the perpetual care fund are non-refundable. (*Iowa Code 523I.807*)

<sup>2</sup> City of Ames holidays are: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, two (2) days at Thanksgiving, and two (2) days at Christmas.  
(*Res. #04-158, 4-27-04*)

<sup>3</sup> This fee is waived for City of Ames residents. An infant is defined as a child up to 24 months old.

**SECTION TWO.** The following Registration, License and Permit Fees are hereby adopted and adjusted effective July 1, 2025, and codified as Appendix D.

**APPENDIX D**

**REGISTRATION, LICENSE AND PERMIT FEES**

**REGISTRATION/LICENSE FEES**

Garbage Hauler .....	\$50.00/truck/year
Tree Surgeon.....	\$50.00/year
House Mover.....	\$50.00/year
Beer & Liquor.....	Varies
Cigarette .....	\$100.00/year
Vendor's License.....	\$50.00/year

**PERMITS**

Road Race.....	\$25.00
Fireworks.....	\$25.00
Pawnbroker's, Itinerant Dealer's, Secondhand Dealer's Permits .....	\$100.00/yr.
Peddler's Permit (for 60 day license).....	\$50.00
Precious Metals Dealer's Permit (for an annual permit) .....	\$50.00
Sidewalk Café.....	\$50.00
Newspaper Vending Permit.....	\$20.00/machine
Temporary Portable Sidewalk Sign Permit (in DSC Zone) .....	\$35.00

**SECTION THREE.** The following Public Works Fees are hereby adopted or adjusted effective July 1, 2025, and codified as Appendix F1-F2:

**APPENDIX F**

**SOLID WASTE RULES AND REGULATIONS**

1. No liquids, animals, hazardous or toxic waste, or demolition material will be accepted at the Arnold O. Chantland Resource Recovery Center except motor oil that is delivered to the Arnold O. Chantland Resource Recovery Center in separate containers. All containers, except for motor oil, must be open.
2. Per Capita Charge.....\$10.50
3. Delivery charges at the Arnold O. Chantland Resource Recovery Center shall be:
  - a. Single bag/10 pounds .....\$5.00
  - b. Passenger car/300 pounds .....\$15.00
  - c. Van or Pickup/800 pounds .....\$30.00
  - d. Vehicle and Trailer/1,500 pounds.....\$55.00
  - e. Used motor oil, minimum charge/per gallon .....\$1.00
  - f. All vehicles including those of licensed haulers over the scale will be charged per ton.....\$75.00  
with a one ton minimum for commercial accounts
  - g. Out of County rate, per ton.....\$150.00
  - h. Tires\*:
    - Pickup tires or smaller .....\$7.00
    - Semi-truck tires farm front, farm implement and skid steer tires .....\$25.00
    - Sand box tire or farm tractor tire .....\$60.00
    - \*Any tire on a rim, the actual tire disposal charge plus for rim.....\$5.00
  - i. Fire extinguisher disposal/extinguisher.....\$5.00
  - j. Unlicensed commercial hauler per vehicle/trip .....\$25.00
  - k. Special handling fee for large items (non-beneficial waste, reloading of vehicle, extended tipping time) up to .....\$250.00
  - l. Iowa State University, other State and Federal agencies  
A proportional share by weight on the system cost or as provided by contract.
  - m. Motorized white goods, including refrigerator, freezers, washing machines, dryers, air conditioners, water heater, dehumidifier, furnace, and microwave ovens, each. ....\$30.00
  - n. TV's and monitors-Limit of two (2) per household/per day
    - LCD and Plasma TV's and computer monitors less than 40" .....\$30.00
    - LCD and Plasma TV's and computer monitors over than 40" .....\$40.00
    - Projection and console TV's.....\$60.00
  - o. Mattress or box spring, each.....\$10.00
  - p. Couch.....\$10.00
  - q. Hot tub .....\$50.00
  - r. Construction and demolition material up to a pickup load.....\$50.00  
\*Accepted by discretion and material
4. The plant will be closed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When the holiday falls on Sunday the following day will be observed.

## MISCELLANEOUS FEES

1. **SIDEWALK CLEARING** shall be the actual cost plus a \$50.00 administrative fee.
2. **DRIVEWAY AND CURB CUTS.**
  - a. A charge of one hundred dollars (\$100.00) per opening shall be made for all applications for residential curb openings or changes in width or location of any existing residential access drive.
  - b. A charge of one hundred dollars (\$100.00) shall be made for all applications for commercial or industrial curb cuts, openings or access permits and any application for any type of curb opening or access permit to a primary highway.
3. **SIDEWALKS.**
  - a. A charge of fifty dollars (\$50.00) per single frontage property shall be made for all applications for new sidewalk installation.
  - b. A charge of seventy-five (\$75.00) per property having two or more frontages shall be made for all applications for new sidewalk installation.
4. **DRIVEWAY CULVERT INSTALLATION.** Driveway culverts shall be furnished and installed by and remain the property of the City. The owner of the property to which access is provided by the culvert shall be charged a fee of thirty-five dollars (\$35.00) per lineal foot of culvert used.
5. **PLAN FEES.** One set of bidding documents is available without charge to prospective bidders, subcontractor bidders, suppliers, and contractor plan room services. For all others, Plan Fees shall be the actual cost of printing plus a \$15.00 administrative fee.
6. **ENGINEERING FEES**
  - a. Graphical Printing
 

Labor, per hour (minimum one-quarter hour charge) .....	\$75.00
Paper, 8 1/2" x 11" (black & white).....	\$.25
Paper, 11" x 17" (black & white).....	\$.50
Paper, 8 1/2" x 11" (color map).....	\$2.50
Paper, 11"x 17" (color map).....	\$5.00
Plots, per sq. ft. (black & white, line drawing).....	\$1.25
Plots, per sq. ft. (color map).....	\$2.50
  - b. Geographic Information System (GIS) data
 

Labor, per hour (minimum one-quarter hour charge) .....	\$75.00
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  - c. Sewer connection (8" sewer), per lineal foot, per side of the street .....
 \$30.00 |
  - d. Water service connection (8" main), per lineal foot, per side of the street.....
 \$30.00 |
  - (with a minimum charge of \$650.00 per lot or land parcel)
  - e. Construction inspection only shall be actual costs.

**SECTION FOUR.** The following Planning and Housing Fees are hereby adopted or adjusted effective July 1, 2025, and codified as Appendix L-3 (Page 3 only):

**APPENDIX L**

**BUILDING AND DEVELOPMENT FEES**

**Planning and Housing Fees**

Annexation (Planning Department)	\$200.00
Comp. Plan Map Amendment (Major)	\$550.00
Comp. Plan Map Amendment (Minor)	\$330.00
Comp. Plan Text Change	\$330.00
Rezoning (Map Amendment)	\$330.00
Rezoning with Master Plan	\$580.00
Zoning Ordinance Text Amendment	\$220.00
PRD Development Plan	\$440.00
PRD Amendment (Major)	\$440.00
PRD Amendment (Minor)	\$165.00
PUD with Master Plan	\$580.00
PUD with Site Plan	\$770.00
Plats - Preliminary	\$550.00
Plats - Final	\$330.00
Plat of Survey	\$100.00
Plats - Rural Subdivisions/POS with waivers	\$750.00
Major Site Development Plan	\$440.00
Minor Site Development Plan	\$220.00
Special Use Permits (without Site Plan)	\$165.00
Variances	\$150.00
Other ZBA Decisions (eg. Exception, Appeal, Extensions)	\$75.00
RLP Plan Development and Amendment	\$440.00
Zoning Confirmation Letter per Lot or Parcel	\$120.00
Urban Revitalization/Urban Renewal Area	\$300.00
Flood Plain Development Permit	\$75.00
Supervised Transitional Home	\$150.00
Wireless Facility Administrative Review	\$165.00
Minor Amendments Approved Special Use or Major Site Development	\$165.00
Adaptive Reuse	\$440.00
Zoning Permit, other	\$165.00

**SECTION FIVE.** The following Police Department Fees & Charges are hereby adopted or adjusted effective July 1, 2025, and codified as Appendix M:

**APPENDIX M**

**POLICE DEPARTMENT FEES & CHARGES**

Crash (Accident) and Report (each).....	\$3.00
Overtime Payback and Event/Escort Service (per hour/3-hour minimum) .....	\$78.00
Community Safety Officer Event/Escort Service (per hour/3-hour minimum) .....	\$24.00
False Alarm Fees--	
Allowance of up to three (3) false alarms @ No Charge	
Fourth false alarm .....	\$50.00
Fifth false alarm .....	\$100.00
After fifth false alarm each subsequent false alarm .....	\$200.00
Process Service Fee .....	\$20.00
Service of Warrant Fee .....	\$20.00
Non-Criminal Fingerprinting Fee (4 cards or less) .....	\$10.00
Non-Criminal Fingerprinting Fee (each additional card past 4) .....	\$2.00
Photographs (per disc) .....	\$3.00
Surveillance Video (per disc) .....	\$3.00
Parking Collection Fee.....	\$5.00
Providing Public Record (per page with a \$1.00 minimum) .....	\$0.10

Car/Booking/Body Worn Camera/other video except surveillance or audio recordings shall be charged at actual cost. Actual cost is defined as the time spent creating the recording at the current rate, plus the cost of media used.

**SECTION SIX.** The following Water and Pollution Control Fees & Charges are hereby adopted or adjusted effective July 1, 2025, and codified as Appendix Q:

**APPENDIX Q**

**WATER AND POLLUTION CONTROL FEES & CHARGES**

<b>Water Division</b>		
Bulk Water Service.....		\$1.07/100 gallons
<b>Water Meter Division *</b>		
	With Itron ERT	With Aclara MTU
Meter & Setting Fees - Disc Style		
5/8" or 5/8" x 3/4" disc.....	\$465.00	\$515.00
3/4" disc.....	\$495.00	\$545.00
Meter & Setting Fees - Ultrasonic Style		
1".....		\$590.00
1 1/2".....		\$1,050.00
2".....		\$2,110.00
3".....		\$4,450.00
4".....		\$5,670.00
Meter & Setting Fees - Misc. Meters		
Larger than 4" or alternative styles - to be determined when ordered		
Hydrant Meter** .....		\$310.00
Frozen/damaged meter		
Construction Meter .....		\$155.00
Meters 1-1/2" and larger .....	\$150.00 trip fee + Depreciated Value	
Meters 1" and smaller.....	\$95.00 trip fee + Depreciated Value	
Depreciated Value is a straight line depreciation of the Meter and Setting Fees above, based on length of time meter has been in service.		
< 1 year .....		100%
< 2 years .....		90%
< 3 years .....		80%
< 4 years .....		70%
< 5 years .....		60%
< 6 years .....		50%
< 7 years .....		40%
< 8 years .....		30%
< 9 years .....		20%
<10 years.....		10%
>10 years.....		0%
Unauthorized use of water.....		\$232/occurrence
Unmetered use of water .....	\$3.03/day + \$20.11/month	
Resetting fee for unauthorized meter removal.....		\$95.00
Customer requested meter test fee .....		\$175.00
Service or meter disconnect or reconnect fee .....		\$95.00/trip
After Hours Service Call.....		\$140.00
Backflow Device Test Results		
Entered into SwiftComply by backflow tester.....		\$0.00
City entry of backflow test reports.....		\$31.00 per test report

\*Meter setting fees above include two service trips (one to set the temporary/construction meter, and one to set the permanent meter). A fee of \$95.00 will be charged for additional trips due to unexposed or inoperable curb boxes, incomplete remote wire installations, or other circumstances where the meter installation cannot be completed.

\*\*Hydrant meter fees include the cost to install and remove the meter. Requests to move the meter to a new location will be charged one-half of the hydrant meter fee. Consumption will be billed at the "Irrigation and Yard Water" rate. For usage that covers more than 30 days, the block sizes will be adjusted accordingly.

\*\*\*In addition to the fees shown above, if a Meter Technician is dispatched outside normal business hours, weekends, or holidays, an After Hours Service Call will be billed.

**WPC Division**

Waste Hauler Fee - Ames locations\*

Domestic/Residential Waste .....	\$10.25/load + \$4.95/100 gallons
Restaurant Grease Traps .....	\$67.94/load + \$3.98/100 gallons
Non-Domestic Waste .....	\$10.25/load + unit rate to be determined
* Non-Ames location surcharge .....	15%

Unauthorized Sewer Use.....	\$263.00/occurrence
Unmetered Sewer Use .....	\$3.34/day + \$23.03/month

**High-Strength Surcharge Rates\***

<u>Parameter</u>	<u>Surcharge Rate</u>
Oxygen Demand	
CBOD <sub>5</sub>	\$0.54/lb.
COD	\$0.20/lb.
Nitrogen	
NH <sub>3</sub> -N	\$1.94/lb.
TKN	\$1.25/lb.
Solids	
TSS	\$0.80/lb.
Fats, Oils, and Grease	
Oil and Grease	\$1.08/lb.

\*Monthly High-Strength Surcharge Fees of less than \$5/month will be waived

**Restaurant Surcharge**

Restaurant surcharge on sewer use for customers operating Food Service Establishments	\$3.26/100 cubic ft.
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**Restaurant Fee**

Restaurant fee for sewer use for customers operating Food Service Establishment which are not billed for sewer usage or whose sewer usage is not representative of the facilities food service activities.	\$96.14/month
.(Ord. No. 4199, 11-25-14; Ord. No. 4263, 6-28-16)	

**Administrative Division**

Copies of Records *	
Black & White, 8 1/2" x 11"	\$0.25/copy
Black & White, 11" x 17"	\$0.50/copy
Color, 8 1/2" x 11"	\$0.50/copy
Color, 11" x 17"	\$1.00/copy

\* Plus staff time to prepare records (wages only)

**Laboratory Division**

**Analytical Fees, per sample per test**

Bacteriological Tests	
Coliform, Total (present/absent).....	\$21.75
Coliform, Total (quantified).....	\$21.75
E coli (present/absent).....	\$21.75
E coli (quantified).....	\$21.75
Chloride.....	\$22.50
Chlorine	
Free.....	\$21.75
Total.....	\$21.75
Hardness Total.....	\$21.75
Iron (Water).....	\$11.25
Metals	
Flame method, per analyte.....	\$17.00
Furnace method, per analyte.....	\$22.50
Mercury.....	\$28.25
Nitrogen	
Ammonia.....	\$22.25
Nitrate.....	\$22.75
Nitrite.....	\$22.25
Total Kjeldahl Nitrogen.....	\$44.75
pH.....	\$15.50
Phenol.....	\$32.00
Phosphorus	
Orthophosphate.....	\$22.25
Total Phosphorus.....	\$22.25
Oxygen Demand	
Chemical Oxygen Demand (COD).....	\$23.00
Five-day Biochemical Oxygen Demand (BOD <sub>5</sub> ).....	\$42.25
Five-day Carbonaceous Biochemical Oxygen Demand (CBOD <sub>5</sub> ).....	\$42.25
Solids	
Total Solids (TS).....	\$22.25
Total Volatile Solids (TVS).....	\$22.25
Total Suspended Solids (TSS).....	\$22.25
Volatile Suspended Solids (VSS).....	\$22.25
Total Dissolved Solids (TDS) (Weight).....	\$22.25
Total Dissolved Solids (TDS) (Probe).....	\$11.50
Sulfate.....	\$22.25
Temperature.....	\$6.00
Turbidity.....	\$11.50

For analytes not listed that are analyzed in-house, the fee will be determined on a case-by-case basis from an estimate of actual staff time (including benefits) plus 25% overhead to cover chemicals, equipment, and incidentals.

Samples sent to an outside lab..... Actual Invoiced Cost  
(including outside sample collection fees)

ADOPTED this 24 day of June, 2025.

Renee Hall

Renee Hall, City Clerk

John A. Haila

John A. Haila, Mayor

**Sample Collection Fees**

Fees for sample collection types not identified below will be determined on a case-by-case basis from an estimate of the actual staff time (including benefits) plus 25% overhead to cover equipment, consumables, and incidentals.

Drinking Water

- Drinking water sampled from the tap of a completed structure .....~~\$46.75~~\$48.50
- Drinking water sampled from a field tap or structure under construction.....~~\$62.50~~\$64.75

Wastewater/Pretreatment

- 24-hour composite from a location where no sampling, metering, or refrigeration equipment are permanently installed.....~~\$297.75~~\$314.25
- 24-hour composite from a location where a sampler, flow meter, and refrigeration equipment are all permanently installed..... ~~\$114.75~~\$121.00
- Grab sample not associated with a 24-hour composite sampling event (grabs collected at the time of a composite are included in the fees above).....~~\$58.50~~\$61.75

The 24-hour composite collection and grab sample fees listed above include one resample attempt should the composite sample attempt fail. Additional resample attempts will result in additional sample collection fees. No resample fee will be assessed if the reason for the failed attempt is due to ~~a malfunction~~the malfunction of city-provided sample equipment.

## APPENDIX Q

### WATER AND POLLUTION CONTROL FEES & CHARGES

<b>Water Division</b>		
Bulk Water Service.....		\$1.07/100 gallons
<b>Water Meter Division *</b>		
	With Itron ERT	With Aclara MTU
Meter & Setting Fees - Disc Style		
5/8" or 5/8" x 3/4" disc.....	\$465.00.....	\$515.00
3/4" disc.....	\$495.00.....	\$545.00
Meter & Setting Fees - Ultrasonic Style		
1".....		\$590.00
1 1/2".....		\$1,050.00
2".....		\$2,110.00
3".....		\$4,450.00
4".....		\$5,670.00
Meter & Setting Fees - Misc. Meters		
Larger than 4" or alternative styles - to be determined when ordered		
Hydrant Meter** .....		\$310.00
Frozen/damaged meter		
Construction Meter.....		\$155.00
Meters 1-1/2" and larger.....	\$150.00 trip fee + Depreciated Value	
Meters 1" and smaller.....	\$95.00 trip fee + Depreciated Value	
Depreciated Value is a straight line depreciation of the Meter and Setting Fees above, based on length of time meter has been in service.		
< 1 year .....		100%
< 2 years.....		90%
< 3 years.....		80%
< 4 years.....		70%
< 5 years.....		60%
< 6 years.....		50%
< 7 years.....		40%
< 8 years.....		30%
< 9 years.....		20%
<10 years.....		10%
>10 years.....		0%
Unauthorized use of water.....		\$232/occurrence
Unmetered use of water.....	\$3.03/day + \$20.11/month	
Resetting fee for unauthorized meter removal.....		\$95.00
Customer requested meter test fee.....		\$175.00
Service or meter disconnect or reconnect fee .....		\$95.00/trip
After Hours Service Call .....		\$140.00
Backflow Device Test Results		
Entered into SwiftComply by backflow tester .....		\$0.00
City entry of backflow test reports.....		\$31.00 per test report

\*Meter setting fees above include two service trips (one to set the temporary/construction meter, and one to set the permanent meter). A fee of \$95.00 will be charged for additional trips due to unexposed or inoperable curb boxes, incomplete remote wire installations, or other circumstances where the meter installation cannot be completed.

\*\*Hydrant meter fees include the cost to install and remove the meter. Requests to move the meter to a new location will be charged one-half of the hydrant meter fee. Consumption will be billed at the "Irrigation and Yard Water" rate. For usage that covers more than 30 days, the block sizes will be adjusted accordingly.

\*\*\*In addition to the fees shown above, if a Meter Technician is dispatched outside normal business hours, weekends, or holidays, an After Hours Service Call will be billed.

**WPC Division**

Waste Hauler Fee - Ames locations*	
Domestic/Residential Waste .....	\$10.25/load + \$4.95/100 gallons
Restaurant Grease Traps .....	\$67.94/load + \$3.98/100 gallons
Non-Domestic Waste .....	\$10.25/load + unit rate to be determined
* Non-Ames location surcharge .....	15%
Unauthorized Sewer Use .....	\$263.00/occurrence
Unmetered Sewer Use .....	\$3.34/day + \$23.03/month

**High-Strength Surcharge Rates\***

<u>Parameter</u>	<u>Surcharge Rate</u>
Oxygen Demand	
CBOD <sub>5</sub>	\$0.54/lb.
COD	\$0.20/lb.
Nitrogen	
NH <sub>3</sub> -N	\$1.94/lb.
TKN	\$1.25/lb.
Solids	
TSS	\$0.80/lb.
Fats, Oils, and Grease	
Oil and Grease	\$1.08/lb.

\*Monthly High-Strength Surcharge Fees of less than \$5/month will be waived

**Restaurant Surcharge**

Restaurant surcharge on sewer use for customers operating Food Service Establishments	\$3.26/100 cubic ft.
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Total .....	\$21.75
Hardness Total .....	\$21.75
Iron (Water) .....	\$11.25
Metals	
Flame method, per analyte .....	\$17.00
Furnace method, per analyte .....	\$22.50
Mercury .....	\$28.25
Nitrogen	
Ammonia .....	\$22.25
Nitrate .....	\$22.75
Nitrite .....	\$22.25
Total Kjeldahl Nitrogen .....	\$44.75
pH .....	\$15.50
Phenol .....	\$32.00
Phosphorus	
Orthophosphate .....	\$22.25
Total Phosphorus .....	\$22.25
Oxygen Demand	
Chemical Oxygen Demand (COD) .....	\$23.00
Five-day Biochemical Oxygen Demand (BOD <sub>5</sub> ) .....	\$42.25
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Solids	
Total Solids (TS) .....	\$22.25
Total Volatile Solids (TVS) .....	\$22.25
Total Suspended Solids (TSS) .....	\$22.25
Volatile Suspended Solids (VSS) .....	\$22.25
Total Dissolved Solids (TDS) (Weight) .....	\$22.25
Total Dissolved Solids (TDS) (Probe) .....	\$11.50
Sulfate .....	\$22.25
Temperature .....	\$6.00
Turbidity .....	\$11.50

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Samples sent to an outside lab ..... Actual Invoiced Cost  
(including outside sample collection fees)

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- Drinking water sampled from the tap of a completed structure ..... \$48.50
- Drinking water sampled from a field tap or structure under construction ..... \$64.75

Wastewater/Pretreatment

- 24-hour composite from a location where no sampling, metering, or refrigeration equipment are permanently installed.....\$314.25
- 24-hour composite from a location where a sampler, flow meter, and refrigeration equipment are all permanently installed..... \$121.00
- Grab sample not associated with a 24-hour composite sampling event (grabs collected at the time of a composite are included in the fees above).....\$61.75

The 24-hour composite collection and grab sample fees listed above include one resample attempt should the composite sample attempt fail. Additional resample attempts will result in additional sample collection fees. No resample fee will be assessed if the reason for the failed attempt is due to the malfunction of city-provided sample equipment.

ITEM #: 17  
DATE: 03-10-26  
DEPT: ELEC

## COUNCIL ACTION FORM

**SUBJECT: VALVE MAINTENANCE AND RELATED SERVICES AND SUPPLIES  
CONTRACT FOR POWER PLANT - CHANGE ORDER NO. 1**

### **BACKGROUND:**

The Electric Utility's two natural gas-fired, high-pressure steam generation units, referred to as Units No. 7 and 8, require regular professional maintenance and repair. This maintenance consists of emergency service, as well as regularly scheduled planned repairs and services during scheduled outages. Services include a variety of boiler and pressure vessel maintenance and repairs, structural steel, pump and piping work, and other miscellaneous mechanical Power Plant work.

Due to these operational conditions, numerous valves are used to operate the Power Plant. These include isolation, control, check, relief and safety valves, which must be professionally repaired, tested, installed, replaced and maintained. Specially trained personnel must perform this work. On June 23, 2025, a contract was approved by Council for the Valve Maintenance, Related Services and Supplies Contract to Pioneer Industrial Corporation, Kansas City, MO, in the amount of \$45,000.

### **THIS ACTION:**

Change Order No. 1 in the amount of \$55,000 is being requested to perform additional safety valve testing throughout the remaining fiscal year. **This needed work was delayed from the previous fiscal year because of unit availability and scheduling conflicts. These funds were carried over from the FY 2024/25 budget.**

The approved FY 2025/26 Power Plant operating budget includes \$55,000 for this service from FY 2024/25 carryovers. Invoices will be based on contract rates for time and materials for services actually performed.

### **ALTERNATIVES:**

1. Approve Change Order No. 1 in the amount of \$55,000 to Pioneer Industrial Corp, Kansas City, MO for the Valve Maintenance and Related Services and Supplies Contract for Power Plant. (Note: This action will bring the total contract to \$100,000.)
2. Do not approve the requested change order.

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

**This work is necessary to ensure that a qualified professional firm will respond to both scheduled and emergency needs for valve maintenance, and it will also control costs by having established billing rates. Funds will be expended only as work is required and in accordance with approved invoices. The requested change does not involve**

**additional funding, rather it is authorizing previously approved funds for this purpose in FY 2024/25 which were carried forward to this fiscal year.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

ITEM #: 18  
 DATE: 03-10-26  
 DEPT: W&PC

**COUNCIL ACTION FORM**

**SUBJECT: CHANGE ORDER NO. 1 WITH TERRACON FOR SPECIAL TESTING ASSOCIATED WITH THE WATER POLLUTION CONTROL FACILITY NUTRIENT REDUCTION MODIFICATIONS PHASE I PROJECT**

**BACKGROUND:**

On September 4, 2024, Council awarded a contract to Terracon Consultants to provide concrete and geotechnical testing services for the Water Pollution Control Facility Nutrient Reduction Modifications Phase I project, in the amount of \$67,885. Third-party inspections for these services are essential in ensuring that the materials incorporated into the finished project meet the design requirements.

**The contract with Terracon was based on the planned construction schedule and sequence, with an estimate of the number of days that an inspector would be needed on-site and an estimate of the number of tests that would be necessary over the two-plus years of construction. As the construction has progressed, the allowance for testing has been utilized faster than anticipated. There is still a significant amount of vertical, structural concrete left to be poured and continuing the testing services is essential.**

Staff has reviewed the remaining work schedule with Terracon, the general contractor, and the design engineer in order to develop a change order that all parties believe will be sufficient to complete the necessary testing. Funding and expenses for the project are shown in the table below, reflecting the updated balance should this change order be approved.

**Table 1: Total Project Funding & Expenses**

	<b>Funding</b>	<b>Expenses</b>
Prior Years		
FY 2023	1,000,472	
FY 2024	1,438,643	
FY 2025	18,573,090	
FY 2026 Adjusted	34,384,990	
FY 2027	7,250,000	
WTFAP Grant	500,000	
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		3,842
Owner Allowance (furnishings, etc.)		400,000
Special Inspections		
Original Contract		67,855
<b>Change Order #1 - This Action</b>		<b>35,205</b>
All Other Expenses		54,820
<b>TOTAL</b>	<b>63,067,195</b>	<b>59,812,488</b>
<b>Available Contingency</b>		<b>3,254,707</b>

**ALTERNATIVES:**

1. Approve Change Order No. 1 to the agreement with Terracon for special testing associated with the Nutrient Reduction Modifications Project in an amount not to exceed \$35,205.
2. Do not approve the change order at this time. This would result in the remaining concrete materials not being tested.

**CITY MANAGER'S RECOMMENDED ACTION:**

Large construction projects utilize specialized construction materials and techniques. Often, these methods require independent third-party inspections to ensure that the finished product meets the quality standards that are specified. For the WPCF Nutrient Removal Modifications project, these inspections have included, among other things, concrete testing. These tests are critical to verify that the concrete being delivered to the site meets the required strength and mix specifications.

**The contract with the third-party testing firm, Terracon, was initially prepared based on an estimated number of days of on-site work and number of testing events. The actual construction sequence has required additional time and effort. Staff has reviewed the remaining work with Terracon, as well as the general contractor and the design engineer, and believes that the proposed change order will be sufficient to complete the project.**

There are sufficient funds available in the approved budget to cover the additional work. Therefore, it is the recommendation of the City Manager that the City Council adopt alternative number 1 as described above.

**ATTACHMENT(S):**  
[CO #1 PO 63770.pdf](#)



<b>CHANGE ORDER NO. 1</b>	
<b>CONTRACT / BID NO:</b>	<b>2025-042</b>
<b>PURCHASE ORDER NO:</b>	<b>63770</b>



March 10, 2026

<b>Project:</b>	<b>Concrete and Geotechnical Testing &amp; Inspection Services for WPC Nutrient Reduction Facility Modifications Phase I</b>
-----------------	--

<b>Contractor Name:</b>	<b>Terracon Consultants Inc.</b>	<b>Change Orders Approved to Date:</b>			
<b>Address:</b>	<b>1523 South Bell Avenue, Suite 103</b>	<b>1</b>		<b>3</b>	
<b>City, State, &amp; Zip Code:</b>	<b>Ames, IA 50010</b>	<b>2</b>		<b>4</b>	

The contract is modified as follows upon execution of this Change Order. The changes included in this change order are made in order to carry out the original intent of the contract. The changes included in this change order are to be accomplished in accordance with the terms, stipulations, and conditions of the original contract as though included herein.

<b>ACTION</b>	<b>DESCRIPTION</b>	<b>COST</b>
ADD	Labor and materials for additional tests to be completed. Per Terracon Proposal No. P08241380.	\$35,205.00
<b>TOTAL AMOUNT - CHANGE ORDER #1:</b>		<b>\$35,205.00</b>

**Contract Price:**

Original contract price:	\$67,885.00
Change orders approved to date:	\$0.00
Amount of this change order:	\$35,205.00
Adjusted contract price including this change order:	<b>\$103,090.00</b>

**Recommended by:**  
  
 \_\_\_\_\_  
 John Dunn, Director  
 City of Ames Water & Pollution  
 Control

02-23-2026  
 \_\_\_\_\_  
 Date

**Accepted by City of Ames:**  
 \_\_\_\_\_  
 John A. Haila, Mayor  
 City of Ames

\_\_\_\_\_  
 Date

**Accepted for Contractor:**  
 Steven J. Kostal  
 \_\_\_\_\_  
 Signature  
**Steven J. Kostal**  
 \_\_\_\_\_  
 Printed name & title

Feb 23, 2026  
 \_\_\_\_\_  
 Date

ITEM #: 19  
DATE: 03-10-26  
DEPT: ELEC

### COUNCIL ACTION FORM

**SUBJECT: RELOCATION OF 161KV TRANSMISSION LINE FROM AMES PLANT TO NE ANKENY - APPROVE CHANGE ORDER #3**

#### **BACKGROUND:**

The Iowa Department of Transportation (IDOT) is carrying out highway improvements along Interstate 35 north of Ankeny. These improvements include construction where I-35 crosses NE 158th Ave and NE 142nd Ave and at the I-35 interchange of NE 126th Ave. The City owns a 161kV electric transmission line that is situated on DOT right of way in this area. **The IDOT construction project requires relocation of a portion of the transmission line in the vicinity of these roads. All costs associated with this relocation project will be reimbursed by IDOT.**

On October 25, 2022, a contract was awarded to Primoris Electric, Inc., Inver Grove Heights, MN, in the amount of \$2,171,669.20 for the relocation of the 161kV transmission line. As work has progressed, changes have been needed to move the project to completion. The changes are as follows:

- **Change Order #1** for \$0 included laminated foundation plates, additional turnbuckles & hangers, and modifying the substantial completion date to October 24, 2024.
- **Change Order #2** was for additional hydrovac and culvert work completed at the three locations (126th Ave, 158th Ave & 142nd Ave) along with delays during construction relating to weather, material delivery, and property access. Another item included in Change Order #2 was a reduction in the scope due to an adjacent CIPCO transmission line being removed from service rather than requiring relocation in order to facilitate the movement of the City's 161 kV line. Therefore, parts and equipment anticipated as part of that relocation work, along with the labor to install them, are no longer needed. The total of the change order is a deduct of (\$192,618.40).
- **Change Order #3 (this action)** addresses three items, for a total increase of \$89,125.80:
  1. Reconciling the previously issued Change Order #2 to address rounding issues for an increase of \$0.17,
  2. A reduction in the number of poles removed and the removal of an additional two poles for a net increase of \$1,261.58, and
  3. Additional labor and equipment required to return the transmission facilities at 142nd Ave to normal configuration and close out the project for an increase of \$87,864.05.

The adjusted FY 2021/22 City budget incorporated \$2,154,000 as a capital project for 161kV

Line Relocation. Subsequent adjustments of \$250,000 in FY 2022/23 and \$155,468 in FY 2023/24 bring the total project funding to \$2,559,468. The most current total estimated cost for this project including engineering design, easements and crop damages is \$2,469,876. All engineering and construction expenses for the project will be reimbursed by IDOT under agreements previously approved with IDOT.

**ALTERNATIVES:**

1. Approve Change Order #3 to Primoris Electric, Inc., Inver Grove Heights, MN, for the Relocation of 161kV Transmission Line Project from Ames Plant to NE Ankeny for \$89,125.80 inclusive of tax, as requested by the IDOT. This action will increase the contract with Primoris Electric from \$1,979,050.80 to \$2,068,176.60.
2. Reject the change order.

**CITY MANAGER'S RECOMMENDED ACTION:**

**In order to facilitate these IDOT improvements, the City's 161kV transmission line must be relocated. This addition in scope and the corresponding change order is requested from IDOT. All engineering and construction expenses for the project will be reimbursed by IDOT.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.



**To:** Mayor and City Council  
**From:** John R. Dunn, Director of Water and Pollution Control  
**Date:** March 10, 2026  
**Subject:** Change Order No. 8 with Woodruff Construction

**At the February 24, 2026, meeting, the City Council adopted Resolution No. 26-096 approving Change Order No. 8 with Woodruff Construction, of Ames, Iowa, for the Water Pollution Control Facility Nutrient Reduction Modifications Phase 1 Project in the amount of \$3,841.91. The actual change order document was for a slightly different amount, at \$3,843.61; a difference of \$1.70.**

**To ensure that the resolution approved by Council is consistent with the change order document, Council is being asked to rescind the previous resolution and issue a new resolution in the corrected amount.**

ITEM #: 21  
DATE: 03-10-26  
DEPT: PW

## COUNCIL ACTION FORM

**SUBJECT: FREEL DRIVE PAVING PROJECT**

### BACKGROUND:

The Freel Drive Paving project involves paving the remaining gravel-surfaced portion of Freel Drive to SE 5th Street. The current gravel street is unable to withstand the increase in traffic and the weight of the trucks required to operate the Resource Recovery and Recycling Campus (R3C). Planning and Zoning requirements also trigger the improvements to the street in conjunction with the construction of the R3C.

The paving will take place concurrently with the construction of the Resource Recovery and Recycling Campus. Construction for this project will be staged between the entrances of the R3C to allow the R3C site construction to occur without interruption.

Freel Drive is currently 23 to 24 feet wide with shallow ditches, whereas the proposed section will be a 31-foot section with curb and gutter. The existing ditches are planned to be filled and a storm intake system installed. Due to the very small elevation change along the length of Freel Drive, the ability to make water drain quickly is very limited. As a result, a percolation system is planned to be constructed using the intakes to allow water to enter the soil. A tile system will also be constructed to provide a system overflow.

The base bid will include paving Freel Drive from the end of the current paved section, 765 feet south of Lincoln Way, to SE 5th Street. **An alternate will also be included with the base bid to replace the existing paved section from Lincoln Way, 750' to the south, with a new 31' section of PCC pavement. This existing pavement is in the early stages of pavement distress. If funding is available, replacement of the existing pavement will be considered with the project. The sidewalk along the east side of Freel Drive from Lincoln Way to SE 5th Street will also be included with the alternate bid, except for the portion of the sidewalk adjacent to the R3C property which is included in the R3C construction base bid.**

### PUBLIC OUTREACH:

Owners and residents along Freel Drive were mailed letters informing them of the R3C project as well as the Freel Drive paving project. Those impacted by the paving project were then reached out to directly to inform them of the planned changes to the street width and the possibility of a sidewalk along the east side of Freel. Feedback was also received to help develop the staging of the project for businesses that need to maintain access.

The feedback indicated that there was no opposition to the paving project, but property owners did not want to have to pay for any portion of the improvements.

A summary of revenues and projected expenses is shown below:

Description	Revenue	Expenses
Freel Drive Paving (G.O. Bonds)	\$ 975,000	
Unobligated G.O. Bonds	225,000	
Water Utility Funds	40,000	
Construction Base Bid Estimate		\$1,150,000
Engineering/Administration		90,000
<b>TOTAL</b>	<b>\$1,240,000</b>	<b>\$1,240,000</b>

Alternate 1 is estimated to cost \$550,000. Additional Unobligated GO bonds could be considered for if favorable bids for this Alternate are received.

**CONSIDERATION OF SPECIAL ASSESSMENT:**

Because the existing portion of Freel Drive is unpaved and as such does not meet the current design standards, *Iowa Code* Chapter 384 allows for a city to assess certain costs of the public improvement to abutting private property owners. In order to determine the value that can be assessed, it is typical to follow an establish formula known as the "Flint Formula" for calculating the benefits gained by each abutting property. The Flint Formula considers the frontage of a lot and how many feet abut the public improvement. Additionally, factors such as lot depth can be used to identify the special benefit gained by the abutting property. **The maximum assessment is capped at 25% of the assessed value of each lot that abuts the public improvement.**

There are 19 lots that abut the unpaved portion of Freel Drive. Of those 19 lots there are seven distinct owners, of which one is the City of Ames. **Staff has preliminarily estimated that if the City Council desires to pursue a special assessment of the paving costs, roughly \$268,000 of the project costs could be assessed property owners other than the City of Ames. Assessments could range between \$16,000 to \$30,000 per lot, depending on the lot size.**

If City Council wishes to pursue the special assessment approach, there is a very detailed process in *Iowa Code* Chapter 384 that lays out steps necessary to begin the assessment process. The first step in this process is to direct staff to formally produce an assessment schedule for the project, with each lot and proposed assessment indicated. Following preparation of the assessment schedule, a resolution of necessity and public hearing is held before approving plans and specifications and setting a bid date. **Should this be the decision of Council it is important that Alternative 3 is chosen so as to follow the proper steps detailed in the *Iowa Code*.**

**ALTERNATIVES:**

1. Approve plans and specifications for the Freel Drive Paving project and establish April 8, 2026, as the date of letting and April 14, 2026, as the date of Public Hearing for report of bids.
2. Direct staff to make changes to this project.

3. Direct staff to pursue a special assessment approach and prepare an assessment schedule for City Council consideration.

**CITY MANAGER'S RECOMMENDED ACTION:**

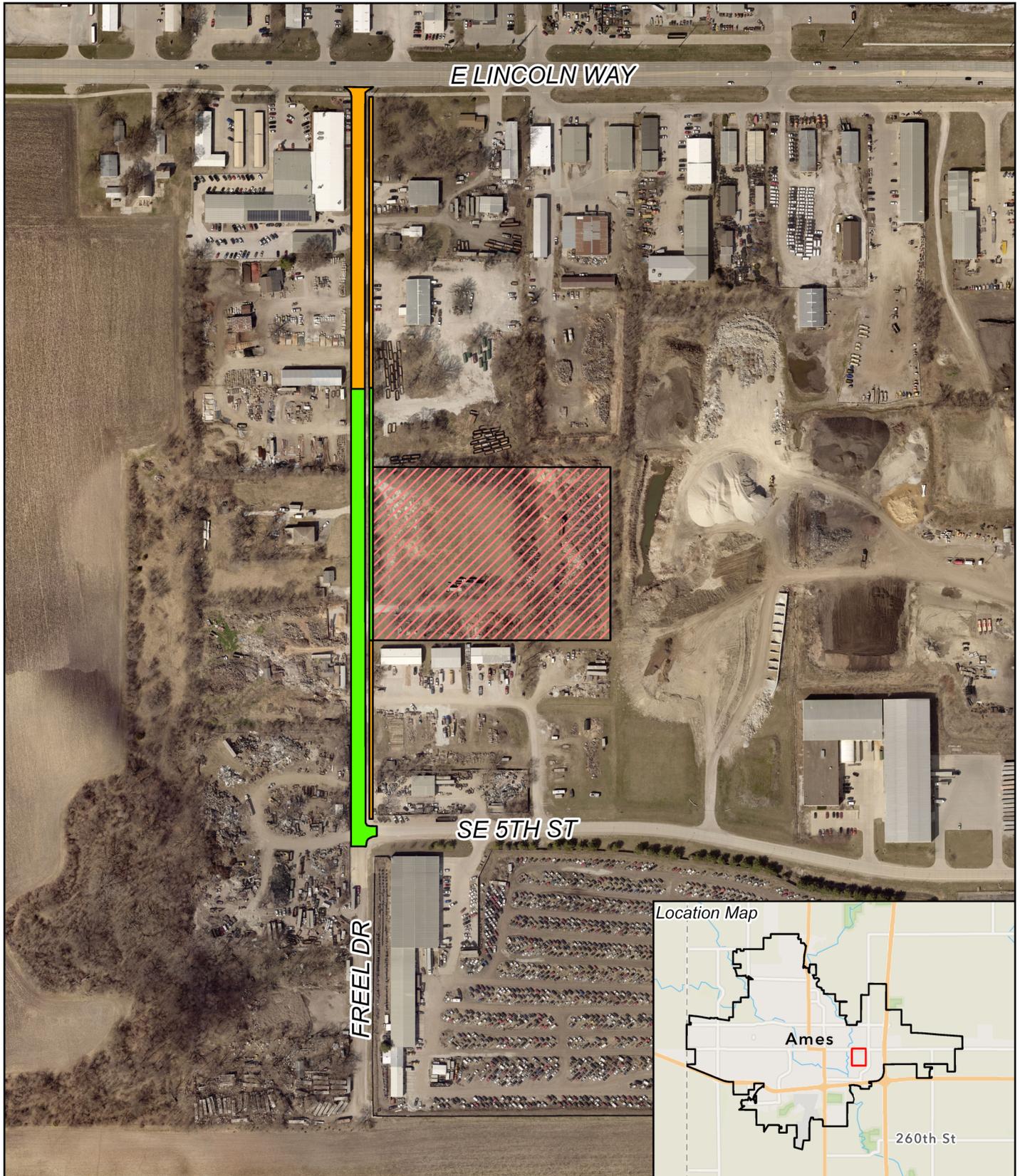
Approval of the plans and specifications will keep this project on the April 8, 2026, letting schedule to allow for construction in 2026. This project will provide an improved street surface to the new Resource Recovery and Recycling Campus.

**Funding for the improvements along Freel Drive are included in the City's budget. Although the abutting property owners will benefit from the paving of the road, a special assessment is not currently recommended since the need to upgrade the road is primarily the result of the operational impact of the new R3C facility on Freel Drive. Additionally, the requirement to improve the portion of the road fronting the R3C (most of the necessary improvements) is a condition of the R3C site plan approval. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.**

**ATTACHMENT(S):**

[Freel Dr Location Map with Alternate.pdf](#)

# Freel Drive



-  Freel Drive Paving Base Bid
-  Freel Drive Paving Alternate 1

 R3C Campus



**To:** Mayor and City Council  
**From:** Carly M. Watson, Deputy City Clerk  
**Date:** March 6, 2026  
**Subject:** Contract and Bond Approval

**There is no Council Action Form for the 2022/23 Bridge Rehabilitation Program (S. 4th Pedestrian Bridge over Ioway Creek) with Boulder Contracting, LLC of Grundy Center, Iowa, in the amount of \$1,577,234.95.** City Council approval of the contract and bond for the project shall be contingent upon receipt and simply fulfills a *State Code* requirement.



**To:** Mayor and City Council  
**From:** Carly M. Watson, Deputy City Clerk  
**Date:** March 6, 2026  
**Subject:** Contract and Bond Approval

**There is no Council Action Form for the 2023/24 Stormwater Erosion Control Program (Inis Grove) with Nagel Construction, of Allerton, IA, in the amount of \$346,267.50.** City Council approval of the contract and bond for the project is simply fulfilling a *State Code* requirement.



**To:** Mayor and City Council  
**From:** Carly M. Watson, Deputy City Clerk  
**Date:** March 6, 2026  
**Subject:** Contract and Bond Approval

**There is no Council Action Form for the 2025/26 Collector Street Pavement Improvements (Bloomington Road) with Manatt's, Inc., of Ames, IA, in the amount of \$896,852.24.** City Council approval of the contract and bond for the project is simply fulfilling a *State Code* requirement.



**To:** Mayor and City Council  
**From:** Carly M. Watson, Deputy City Clerk  
**Date:** March 6, 2026  
**Subject:** Contract and Bond Approval

**There is no Council Action Form for the 2025/26 Concrete Street Pavement Improvements Program No. 1 (Clark Ave) with Con-Struct, Inc., of Ames, IA, in the amount of \$1,114,875.50.** City Council approval of the contract and bond for the project is simply fulfilling a *State Code* requirement.



**To:** Mayor and City Council  
**From:** Carly M. Watson, Deputy City Clerk  
**Date:** March 6, 2026  
**Subject:** Contract and Bond Approval

**There is no Council Action Form for the 2025/26 Concrete Street Pavement Improvements Program No. 2 (Sunset Dr) with Con-Struct, Inc., of Ames, IA, in the amount of \$1,295,903.20.** City Council approval of the contract and bond for the project is simply fulfilling a *State Code* requirement.



**To:** Mayor and City Council  
**From:** Carly M. Watson, Deputy City Clerk  
**Date:** March 6, 2026  
**Subject:** Contract and Bond Approval

**There is no Council Action Form for the 2025/26 Concrete Street Pavement Improvements Program No. 3 (Campus Ave) with Con-Struct, Inc., of Ames, Iowa, in the amount of \$838,938.** City Council approval of the contract and bond for the project is simply fulfilling a *State Code* requirement.

ITEM #: 28  
DATE: 03-10-26  
DEPT: FIN

### COUNCIL ACTION FORM

**SUBJECT: RESOLUTION TO FIX A DATE FOR A PUBLIC HEARING ON PROPOSAL TO ENTER INTO A GENERAL OBLIGATION LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$17,375,000**

#### **BACKGROUND:**

The FY 2026/27 Budget provides funding for a number of capital improvement projects to be financed through the issuance of General Obligation (G.O.) Bonds. Pursuant to Iowa law, authorization of the bonds requires a public hearing to approve both the issuance of the debt and the levy of property taxes necessary to pay principal and interest. The proposed bond proceeds and corresponding debt service levy have been incorporated into the FY 2026/27 recommended budget.

The proposed G.O. bond issuance is based on the capital projects identified in the table below and included in the FY 2026/27 Capital Improvements Plan (CIP). Approval of this action authorizes issuance up to the not-to-exceed amount; Council will be asked at a later date to approve the final terms and sale of the bonds. Issuance is anticipated shortly after the beginning of the new fiscal year.

The proposed not-to-exceed authorization includes \$16,317,006 to fund capital projects approved in the FY 2026/27 CIP. In addition to direct project funding, the not-to-exceed amount includes \$1,057,994 to cover estimated issuance costs and to provide structural flexibility, including the potential to sell bonds at a premium should market conditions warrant. Regardless of the final structure, debt will not be issued in an amount that causes annual debt service to exceed the property tax levy included in the adopted budget.

It should also be noted that the adjusted FY 2025/26 budget and the recommended FY 2026/27 budget include a combined \$22,006,730 to support development of the Resource Recovery and Recycling Campus (R3C). **Given that the project remains in the early stages of development, staff believes it is prudent to defer bond authorization until the R3C's construction schedule is better defined and a comprehensive financing plan has been developed.**

**Additionally, because the City has already received authorization through a public referendum for the relocation of Fire Station #2, associated costs for this project are not part of this proposed authorization.**

As part of the proceedings on March 24, 2026, City Council will be asked to conduct the required public hearings and approve a pre-levy resolution to authorize the levy of property taxes for bonds expected to be issued in FY 2026/27. **The pre-levy amount associated with the FY 2026/27 projects is \$1,828,463 and is included within the total FY 2026/27 debt service property tax levy of \$13,360,015 for all outstanding General Obligation debt.**

The FY 2026/27 Capital Improvements Plan G.O. Bond issuance includes the following projects:

Asphalt Street Pavement Improvements	2,340,000	
Arterial Street Pavement Improvements	1,260,000	
CyRide Route Pavement Improvements	3,800,000	
Concrete Pavement Improvements	3,300,000	
Seal Coat Street Pavement Improvements	900,000	
Collector Street Pavement Improvements	2,800,000	
Freel Drive Paving	975,000	
Intelligent Transportation System	178,756	
Airport Facility Improvements	623,250	
Airport Entryway Improvements	140,000	
<b>Subtotal Tax Supported Bonds</b>		<b>\$ 16,317,006</b>
<b>Estimated Issuance Costs</b>		<b>1,057,994</b>
<b>Grand Total 2025/26 G.O. Bond Issuance</b>		<b>\$ 17,375,000</b>

**ALTERNATIVES:**

1. Set March 24, 2026, as the date of public hearing to authorize the issuance of Essential Corporate Purpose General Obligation Bonds in an amount not to exceed \$17,375,000.

After the hearing, the City Council, at the same meeting on March 24th, can authorize the sale and associated pre-levy resolution. The sale actually will occur at a time of the City's choosing typically in the Fall.

2. Reject or delay the public hearings, reduce the FY 2026/27 property tax levy, and delay the capital projects. Rejection of the Bonds will prevent the City from completing the bond-funded projects reflected in the CIP.

**CITY MANAGER'S RECOMMENDED ACTION:**

**Prior to the issuance of debt, state law requires that a public hearing be held and associated pre-levy resolution be adopted. This is a required step in order to accomplish the City Council's approved capital improvements for the upcoming fiscal year.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ITEM #: 29  
DATE: 03-10-26  
DEPT: PW

## COUNCIL ACTION FORM

**SUBJECT: SANITARY SEWER AND MANHOLE REHABILITATION PROJECT  
(BASIN 11)**

### BACKGROUND:

At its February 24, 2026 meeting, the City Council accepted the [report of bids](#) for the Sanitary Sewer and Manhole Rehabilitation Project (Basin 11) and delayed the award of the contract to allow staff to comply with procedures necessary to fulfill requirements of the State Revolving Fund (SRF) program. The SRF program provides funding in the form of a loan for the project.

The Capital Improvement Plan (CIP) identifies SRF funding for the project with debt service payments being made from revenues in the Sanitary Sewer Utility Fund.

The SRF loan will provide up to \$2,100,000 of funding for this Sanitary Sewer System Improvements program. **This Council Action is to set the date of public hearing on March 24, 2026, which is required to proceed with the SRF loan, and award the project to the low bidder, Municipal Pipe Tool, of Hudson, IA.**

### ALTERNATIVES:

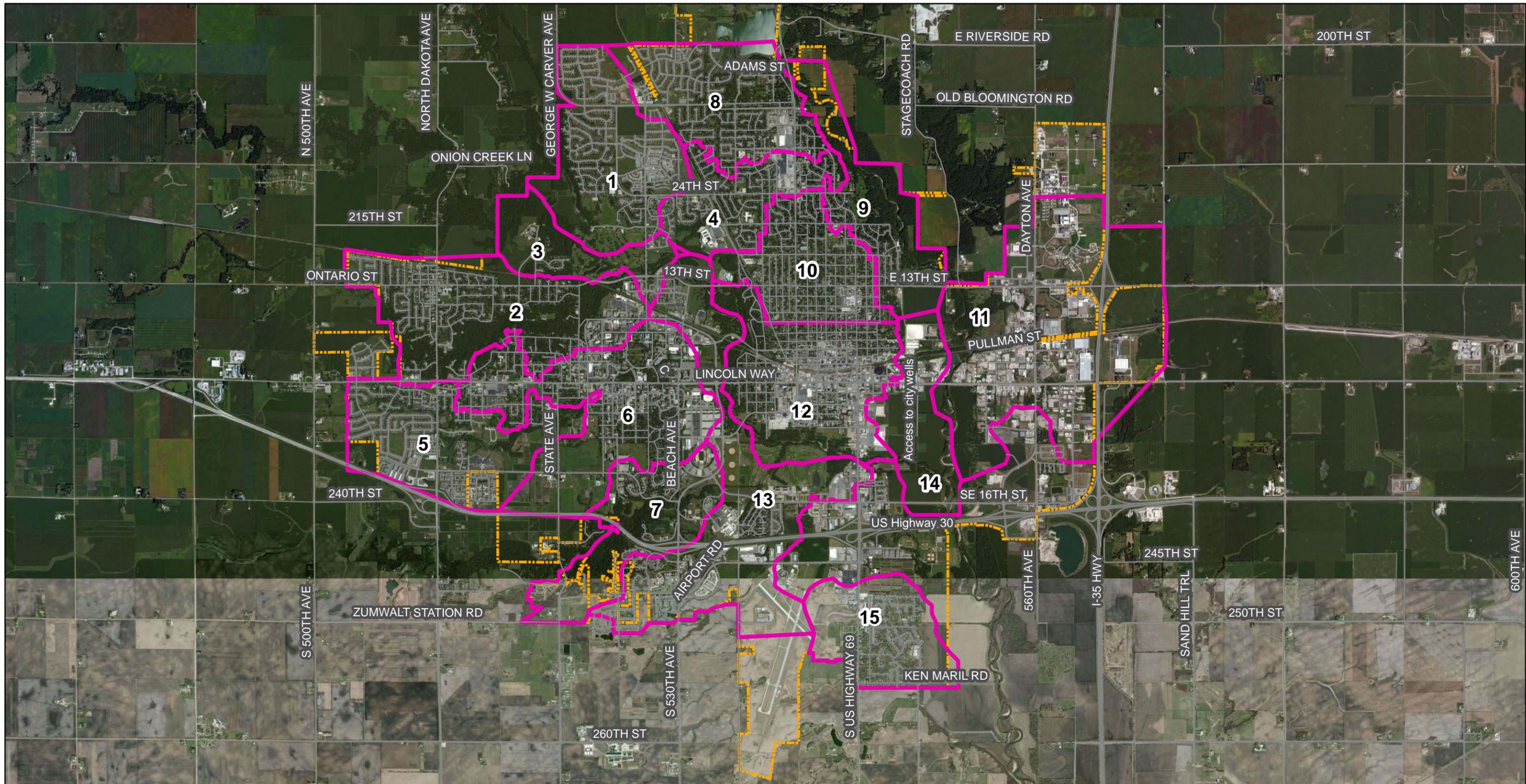
1. Set March 24, 2026, as the date of public hearing to enter into a State Revolving Fund Clean Water Loan agreement in an amount not to exceed \$2,100,000.
2. Delay the hearing on the loan agreement.
3. Finance these improvements from other revenues sources.

### CITY MANAGER'S RECOMMENDED ACTION:

**Setting the date of public hearing will ensure that City staff can proceed with the loan funding and sanitary sewer system improvements plan as previously approved by Council.** 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](#)



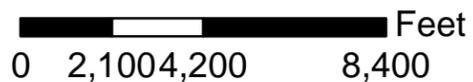
 City Limits

 Roads

 Sanitary Study Basins



1 inch = 4,200 feet



## Project Locations: Basin 11

**City of Ames  
Sanitary System Evaluation Study**



ITEM #:	<u>30</u>
DATE:	<u>03-10-26</u>
DEPT:	<u>PW</u>

## COUNCIL ACTION FORM

**SUBJECT:                   SANITARY SEWER SYSTEM IMPROVEMENTS PROGRAM  
(E. LINCOLN WAY AND NIKKOL TRUNK LINE)**

### **BACKGROUND:**

At its February 24, 2026 meeting, the City Council accepted the [report of bids](#) for the Sanitary Sewer System Improvements Program (E. Lincoln Way and Nikkol Trunk Line) and delayed the award of the contract to allow staff to comply with procedures necessary to fulfill requirements of the State Revolving Fund (SRF) program. The SRF program provides funding in the form of a loan for the project.

**The Capital Improvement Plan (CIP) identifies SRF funding for the project with debt service payments being made from revenues in the Sanitary Sewer Utility Fund.**

The SRF loan will provide up to \$5,700,000 of funding for this Sanitary Sewer System Improvements program. **This Council Action is to set the date of public hearing on March 24, 2026, which is required to proceed with the SRF loan, and award the project to the low bidder, Municipal Pipe Tool, of Hudson, IA.**

### **ALTERNATIVES:**

1. Set March 24, 2026, as the date of public hearing to enter into a State Revolving Fund agreement in an amount not to exceed \$5,700,000.
2. Delay the hearing on the loan agreement.
3. Finance these improvements from other revenues sources.

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

**Setting the date of public hearing will ensure that City staff can proceed with the loan funding and sanitary sewer system improvements plan as previously approved by Council.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

### **ATTACHMENT(S):**

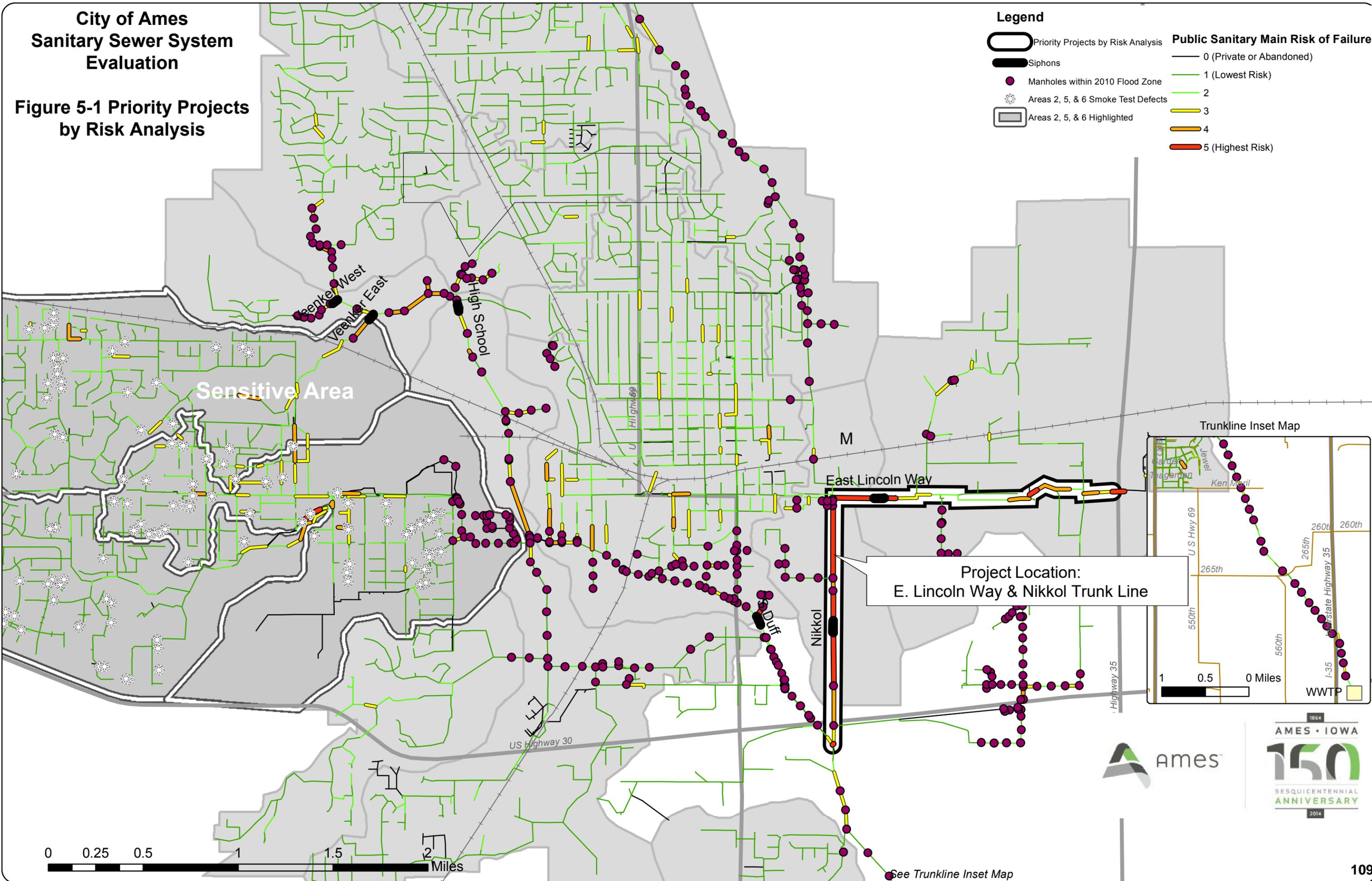
[Map E\\_Lincoln\\_Way\\_\\_\\_Nikkol\\_Trunk\\_Line.pdf](#)

**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



**To:** Mayor & City Council  
**From:** Mindy Bryngelson, P.E., Municipal Engineer  
**Date:** March 10, 2026  
**Subject:** Domani 1st Addition - Stormwater Maintenance

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

**ATTACHMENT(S):**

[Domani 1st Addition 4 year maintenance Letter of reduction closeout.docx](#)



**Public Works Department**  
515 Clark Avenue, Ames, Iowa 50010  
Phone 515-239-5160 ♦ Fax 515-239-5404

March 2, 2026

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

RE: Domani 1<sup>st</sup> Addition  
Stormwater Maintenance Financial Security Reduction #4

Mayor and Council Members:

I hereby certify that portion of the Financial Security covering the 4<sup>th</sup> and last year of the 4 Year Stormwater Management Maintenance requirements as per the Post Construction Stormwater Management (Chapter 5B) for **Domani 1<sup>st</sup> Addition** have been completed in an acceptable manner. The stormwater management practices have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa, and found to meet City specifications and standards.

As a result of this certification, it is recommended that the financial security 2600000229.20-00 on file with the City be fully released.

Sincerely,

Mindy Bryngelson, P.E.  
Municipal Engineer

MB/NS



**To:** Mayor & City Council  
**From:** Bethany Ballou, Director of Human Resources  
**Date:** March 10, 2025  
**Subject:** Amendments to City Attorney job description

The City Attorney has submitted his intent to retire in September 2026. The City Council supervises this position and will have responsibility for hiring a new City Attorney. The Human Resources staff has drafted a sample recruitment plan that outlines the timeline and elements for this recruitment. This draft plan is modeled after recruitment plans for department director positions across the organization and includes a detailed schedule for a two-day, on-site candidate experience with recommendations for:

- Participants
- Tours
- Public interaction
- City Council interaction
- Employee involvement

The plan includes information on next steps following the on-site experience, including reference checks, salary recommendations, and the offer process. If Council chooses to move forward with the proposed plan, the City Attorney position will be advertised in May with an anticipated start date for the City Attorney in September.

When an employee's departure creates a vacancy in a position, it is customary to review the existing job description and determine if updates are necessary. The City Attorney job description has been reviewed with input from the current City Attorney and Human Resources. While the education and experience requirements, working conditions, physical requirements, and examples of essential work are largely unchanged, a few minor changes have been suggested to reflect current expectations for the role.

These changes included: 1) removal of the residency requirement, 2) removal of the word "may" when it comes to assisting and monitoring outside counsel, 3) addition of construction law experience as a preferred qualification, 4) change

from "exposure to contract law" to "one year of experience in contract law" in the minimum requirements, and 5) formatting changes that create a new paragraph focused on the management of people.

It should be noted that a job description is designed to be broad in nature, covering a wide array of possible work. It should not include specific assignments, software, and tasks, as including this level of detail could rule out qualified candidates and could limit the Council's ability to assign related but unmentioned assignments in the future.

**ATTACHMENT(S):**

[City Attorney Job Description 0226.pdf](#)

[Recruitment Plan for City Attorney.pdf](#)

**DEFINITION:** The City Attorney provides legal advice and services to the Mayor, City Council, the City Manager, City Staff, Boards and Commissions, and, when available, to the city owned Mary Greeley Medical Center in legal matters related to operations, services, and activities of the municipality.

**JOB FUNCTIONS:**

Examples of Essential Job Functions: Under the direction of the Mayor and City Council, acts as legal advisor and counsel for the City of Ames, its officers, departments, and city boards and commissions; conducts legal research; advises city officials and staff concerning legality of operations, policies, procedures, and activities. Drafts ordinances, resolutions, and other documents as directed for review and action by the Mayor and City Council. Prepares and presents staff memos, reports, other legal advice, documents, or correspondence as requested by the Mayor, City Council, or city staff. Consults with City Manager's Office to prioritize requests from City departments for legal work. Represents and works with the City Assessor on matters related to the assessors' work as required by the Iowa Code. Drafts and/or reviews legal documents for Mary Greeley Medical Center when requested by the hospital and/or as time allows. Attends City Council, some board and/or commission and Board of Review meetings, and provides legal advice and opinions as warranted and/or requested during the meetings or as referred for follow up. Prepares opinions about questions of law regarding the interests of the city. Represents the City in general litigation matters and prosecutes and defends all suits and actions to be brought and pending in any court in the State of Iowa or United States. Attends administrative hearings and other meetings to represent the City's position.

Management of City Attorney's Office: Follows City adopted policies and administrative processes, including but not limited to, personnel policies; purchasing policies; pay and classification systems; Civil Service practices and policies; and performance management, hiring, and budget processes. Under the direction of the City Manager's Office, assists in preparing and administering the annual budget for the City's Legal Department. Supervises legal professional and support staff including leading staff in implementing department and city-wide goals and objectives.

Other Job Functions: Conducts special projects and research assigned by the Mayor, City Council, or the City Manager. With approval of the City Council, may conduct special projects and research for Mary Greeley Medical Center and City Boards and Commissions. Assists and/or monitor the performance of legal work by outside counsel retained by the city to represent its interest where appropriate. Performs related duties and responsibilities as required.

**EXCELLENCE THROUGH PEOPLE:**

Each city employee is expected to continually strive to bring shared values to life through our Excellence Through People (ETP) organizational culture. ETP values include: committing to continuous improvement; inspiring creativity and innovation; being customer driven; making data-driven decisions; championing employee involvement; striving for excellence; having fiscal

stewardship; acting with honesty and integrity; exhibiting leadership; choosing a positive attitude; respect and dignity for one another; promoting safety and wellness; and cultivating teamwork. For leaders, this includes creating a work culture that brings these values to life. For all employees, this includes maintaining a Total City Perspective. The purpose of ETP is to deliver exceptional services to the public at the best price, and for employees to experience an enjoyable and stimulating work environment.

#### **EQUIPMENT:**

Examples of Equipment Used on the Job: Operates a variety of office equipment including but not limited to a personal computer, copier, telephone, or related devices. Uses various software systems including but not limited to Microsoft Office Suite, databases, and legal management systems.

#### **PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS:**

General Physical Characteristics: The work involves sitting 85 percent of the time; standing and walking 15 percent of the time; frequently lifting objects under 10 pounds; infrequently lifting objects from 10 to 25 pounds; and infrequently lifting objects from 25 to 50 pounds

Vision Requirements: The minimum standard for use with those whose work deals largely with preparing and analyzing data and figures, accounting, transcription, computer terminal, extensive reading, visual inspection involving small defects or parts, use of measurement devices, or assembly of parts at distances close to the eyes.

Required Physical Activities: Climbing, stooping, kneeling, crouching, reaching, standing, walking, lifting, finger dexterity, grasping, talking, and hearing.

Environmental Conditions: The work is performed inside and occasionally outside and occasionally includes being exposed to noise and/or vibration.

#### **EMPLOYMENT STANDARDS:**

Education and Experience: Graduation from an ABA-accredited law school with a Juris Doctorate degree and admission to practice in Iowa state courts and federal courts or obtaining admission within six months of appointment. Five (5) years' experience in general legal practice.

Must have at least one year of experience in litigation, negotiation, and contract law. Some experience in municipal or government law

Additional Requirements:

Must pass a credit and background check.

Preferred Experience: At least three (3) years of experience in the management and supervisory capacity of legal staff and/or department. At least one (1) year of experience in real estate or construction law.

Knowledge, Skills, and Abilities: Knowledge of modern and complex principles and practices of criminal, constitutional, municipal, human resources, labor relations, and contract law; methods and techniques of legal research; courtroom procedures; principles of legal and business letter writing and report preparation; English usage, spelling, grammar and punctuation; pertinent Federal, State, and local laws, codes and regulations. Ability to organize, interpret and apply legal principles and knowledge of legal problems; present statements of law and fact clearly and logically; prepare clear and concise legal position papers; conduct research on legal problems and prepare sound legal opinions; gain cooperation through discussion and persuasion; properly interpret and make decisions in accordance with laws, regulations and policies; communicate concisely and clearly both orally and in writing; establish and maintain effective working relationships with those contacted in course of work; make sound decisions and use good judgment, determine the appropriate approach to use for lawsuits, and demonstration of intellectual capabilities. Ability to plan and supervise the work of professional staff. Ability to understand and follow oral and/or written policies, procedures, and instructions.

## **Recruitment Plan for City Attorney**

The recruitment plan consists of several elements including:

- Advertising
- Application Review
- Phone Interviews
- Onsite Experience
- Selection
- References
- Contingent Offer
- Final Offer

The following is an estimated timeline and description of events:

### **Advertising:**

March: Mayor will meet individually with Legal Office staff members to listen to desired characteristics of the next City Attorney. Feedback is incorporated into the brochure and ads.

Mid-April: HR staff will work with the Communications and Outreach team to develop a brochure for this position.

May 1: Post position on City Website (Governmentjobs.com), Iowa Bar Association, Indeed, ISU Alumni Association, University of Iowa, and Drake Law Schools, International Municipal Lawyers Association, and Iowa League of Cities. HR Director will also push the posting to individuals who may be interested in the opportunity. The position will be posted until May 31.

**Application Review:** May 1-June 5, HR Director will review each application and screen for minimum qualifications. Passing applicants will move to review by a City Council subcommittee consisting of the Mayor and two City Council members appointed by the Mayor. The subcommittee and HR Director will determine which candidates will be invited to participate in phone interviews. This determination will be based on a score of application materials and answers to supplemental questions.

**Phone Interviews:** June 8-10, depending on number of candidates. The Mayor, two members of City Council (appointed by the Mayor), one Assistant City Manager, and HR Director will participate in phone interviews and make a determination, based on scores, which candidates to invite for the on-site experience.

**On-Site Interview Experience:** June 15-26, the On-site Experience consists of several elements over two days that will help City Council make the hiring decision, outlined below.

## Day 1

Duration	Activity	Those Involved	Notes
30 minutes	HR Intro	Bethany Ballou, HR Director	Discuss schedule, review benefits
15-30 minutes	Council Intro	Mayor	Welcome, initial conversation
90 minutes	Panel Interview	City Council, HR Director	Formal interview – <b>closed session upon candidate request</b>
45 minutes	Meet and Greet with Legal Department	Legal Dept employees	Conversation starter questions, opportunity to get to know the candidate
30 minutes	Lunch Break	Candidate	We will bring lunch in for the candidate, and they can relax on their own for a few minutes before continuing the day
60 minutes	ELT Interview	Executive Leadership Team (department heads)	ELT-led interview – opportunity to interact with candidate
15 minutes	Break	Candidate	
2 hours, 15 minutes	City Tour	Keith Abraham, Parks and Recreation Director and/or John Dunn, WPC Director	Opportunity for candidates to see Ames and various City facilities and projects
30 minutes	Prep/set up for public presentation	Candidate (HR Director will help with setup)	Council Chambers
60 minutes	Public Presentation	Candidate, Council, Public	Opportunity for public to meet candidate and provide feedback (using feedback forms). HR will specifically invite people as directed. A press release will announce all candidates and public presentation times

60-90 minutes	Dinner	Candidate, Mayor, two City Council members (appointed by the Mayor), ISU City Council representative, Human Resources Director	Opportunity to dig deeper into expectations and the role in general – as well as provide the candidate time to ask questions in a less formal setting

## Day 2

90 minutes	Written Exercise	Candidate	Review a vendor contract and make recommendations for a contract that best reflects the City's interests.
60 minutes	City Hall Tour	Assistant City Attorney	Tour the office spaces, make introductions, and talk departments interact with Legal
15 minutes	Break		
90-120 minutes	Lunch with City Manager	Steve Schainker, Brian Phillips, Pa Goldbeck, Bethany Ballou	Explore the relationship and cooperation between the CMO and Legal departments
30-60 minutes	Closing Discussion with the Mayor	Mayor and Human Resources Director	Wrap up experience

**Debrief:** June 29-July2 (potentially June 30 – 5<sup>th</sup> Tuesday). Following the on-site experience, City Council, City Manager, and the Human Resources Director will debrief and discuss all candidates interviewed with the goal of selecting a finalist and to begin reference checks.

**Finalist Reference Checks:** July 2-10. The Human Resources Director will conduct reference checks and provide the Council a confidential summary of the findings

**Conditional Offer:** July 14-16. City Council, **in closed session**, will determine an acceptable salary for the selected candidate based on a recommendation from the Human Resources Director (considering education, experience, and internal equity).

The Human Resources Director will make a verbal offer and follow with a written offer letter.

**Acceptance and Background Check:** July 27-31. Human Resources will conduct a comprehensive criminal background check following the candidate's acceptance of the City's offer. This process can take anywhere from 24 hours to a week or longer, depending on the locations in which the candidate has lived.

**Final Offer:** July 31-August 3. Once the background check has been completed, Human Resources will issue a final offer letter.

**Start Date by early September, depending on the selected candidate's commitments.**



**To:** Mayor & City Council  
**From:** Mark O. Lambert, City Attorney  
**Date:** March 10, 2026  
**Subject:** HF 2541

Last year, the Iowa Legislature removed gender identity as a protected class under the Iowa Civil Rights Act. On February 10, 2026, the Ames City Council adopted Ordinance #4586, which added gender identity as a protected class under the Ames Human Rights ordinance.

The Iowa Legislature is currently considering HF 2541, which would prohibit cities from having broader protections under local civil rights ordinances than the state Civil Rights Act. The same language of HF 2541 is being offered as an amendment to another bill, SF 579. That amendment passed, and the bill passed the House on Thursday, March 5. The bill will now go back to the Iowa Senate.

At the February 24, 2026 Council meeting, the Council adopted a motion to place on a future agenda a discussion of sending a letter to the state legislators who represent Ames, stating opposition to the Legislature taking away local control on this subject matter.

Two city councils in the Des Moines Metro area have recently sent letters to their legislators expressing opposition to HF 2451. One was the City of Urbandale, and one was the City of Windsor Heights. Examples of their letters are attached.

The Council can direct that a letter, on behalf of the Council, expressing opposition to HF 2541 (or similar bills), be sent to state legislators who represent any portion of the City of Ames.

**ATTACHMENT(S):**

[Sample City Correspondence.pdf](#)  
[HF2541Letter.pdf](#)



The Honorable Dan Gehlbach  
Iowa House of Representatives  
Iowa State Capitol  
1007 E. Grand Avenue  
Des Moines, IA 50319

Dear Representative Gehlbach,

On behalf of the members of the Urbandale City Council, I am writing to request your support to preserve local control and retain authority for Iowa municipalities to govern their communities in a way that best meets local needs. We are concerned about numerous legislative proposals this session that would erode local control.

Specifically, the Urbandale City Council wishes to convey our opposition to House File 2541, "An Act relating to local laws implementing the Iowa civil rights Act of 1965" and to request your careful consideration of this bill, as well as any successor or companion bills. The Iowa Civil Rights Act establishes the minimum level for civil rights protections across the state but for more than 60 years, local governments have been able to make adjustments to add protections and best meet the needs of their community. The Urbandale City Council is simply asking to retain the same flexibility local governments have relied upon for decades because as local elected officials we strive to govern in ways that strengthen our communities, reduce harm, and help people fully participate in civic life.

Many of us draw on longstanding values shared across faiths and philosophies that remind us good governance is not just about uniformity, but about justice, fairness, and repairing what is broken. When cities adopt local civil rights protections, the goal is not division, but stability helping neighbors live, work, and contribute without unnecessary barriers. In that sense, local ordinances are about repairing the breach and making our communities stronger and more resilient. HF 2541 would remove that local discretion and shift decisions away from the officials closest to the people affected.

We are respectfully asking our delegation to consider preserving responsible local authority to better reflect Iowa's tradition of balanced governance and shared responsibility. Thank you for your time and thoughtful consideration.

Sincerely,

Robert Andeweg, Mayor



---

The Honorable Renee Hardman  
Iowa Senate  
Iowa State Capitol  
1007 E. Grand Avenue  
Des Moines, IA 50319

The Honorable Jennifer Konfrst  
Iowa House of Representatives  
Iowa State Capitol  
1007 E. Grand Avenue  
Des Moines, IA 50319

Dear Senator Hardman and Representative Konfrst,

On behalf of the Windsor Heights City Council, I am writing to request your support in preserving our rights to provide services and protections to our residents, and to convey our opposition to House File 2541. Over the past decade, the majority party in the Iowa Legislature has passed several laws to roll back Home Rule and strip Iowans of their individual freedoms. However, this appears to be a rare instance where these two unfortunate policy positions intersect, leading the Council to take such a rare action.

A line I often hear, or some iteration of it, is “what works in Des Moines might not work in Denison.” And this is true. Passing laws at the state level is hard because one size often doesn’t fit all. The Legislature knew that back in the 1960’s, and that’s why they passed the Home Rule Amendment. Local communities are better equipped to address local issues because they are actually experiencing them. Local communities elect local officials because they trust those people to lead them and pass laws that advance their interests. Further, local communities elect local leaders because they trust those people to protect them.

To take away a municipality's ability to expand civil rights protections not only erodes trust in local government, it also continues to erode trust in our State. Erasing “gender identity” from the Iowa Civil Rights Act, undoing bipartisan legislation passed in 2007, was an affront to Iowa’s proud history of tolerance. Iowa eliminated its law banning interracial marriage over 100 years before the United States Supreme Court decision in *Loving v. Virginia*, integrated its schools 96 years before *Brown v. Board of Education*, and was the first state to admit women to the practice of law. It seems we are sliding backwards instead of moving forward.

The passage of House File 2541, or any related successor or companion bill, would take away the decision-making ability of those closest to the people affected by local issues. Cities pass civil rights protections to strengthen, not divide, their communities, and pass them in line with Iowa’s rich history of protecting marginalized persons. We respectfully ask that you consider opposing HF 2541 or any related bill and preserve Home Rule in the realm of civil rights protections.

Sincerely,

Michael Jones, Mayor

ITEM #: 34  
DATE: 03-10-26  
DEPT: PW

## COUNCIL ACTION FORM

**SUBJECT: RESIDENTIAL CURBSIDE RECYCLING PROGRAM**

### **BACKGROUND:**

At the City Council meeting on February 24, 2026, the City Council received a report regarding the collection contract for the new Residential Curbside Recycling Program. In order to provide more time for the community to understand the program details, staff was directed to delay the award of contract to the March 10, 2026, agenda. (The original Council Action Form is attached.)

**The action being requested of the City Council is to approve the five-year contract with Aspen Waste Systems of Iowa for a residential curbside recycling service and approve changes to Appendix F of the Ames *Municipal Code*.**

Two issues raised from the public input include: 1) a desire to opt out of the residential curbside recycling program that will be offered, and 2) the size of the recycling cart.

### **ISSUE 1 - Everyone Pays the Fee**

As indicated previously, the proposed contract for curbside recycling requires that Aspen receive a collection fee from all eligible customers, not just those who choose to participate in the service. This requirement is consistent with other communities who provide this service. **To do otherwise would make it extremely challenging for the contractor to estimate the number of customers who would opt out, and that risk would translate to higher prices for the customers who choose to participate.** In addition, national studies have shown that voluntary participation in recycling programs do not produce the diversion rates required by the IDNR. **The existence of required fees and access to a more convenient curbside service should result in higher participation and diversion rates.**

### **ISSUE 2 - Size of the Recycling Cart**

Additionally, as directed by the City Council on November 18, 2025, the collection contract specifies uniform procurement of 96-gallon carts. That report indicated that a standard 65-gallon cart is 27" wide x 27" deep and 41" high, while a typical 96-gallon cart is 29" wide x 33" deep and 45" high. **As noted at that time, the use of a standard cart size removes the administrative and operational burden of providing multiple cart size options (and the resultant increased costs).** As staff noted at that time, once the program is up and running staff can evaluate ways to accommodate requests for different cart sizes.

### **CHANGES TO APPENDIX F OF THE *MUNICIPAL CODE*:**

In addition to the award of contract, the City Council must also amend Appendix F of *Municipal Code* to incorporate the fees that will be charged for the service. The Legal Department has prepared a resolution in order to accomplish this, which is attached. The resolution reflects the

following:

1. The customer charge for curbside recycling collection is \$7.75 per month. This amount has been calculated based on the City's cost to operate the entire program, which is detailed further in the original February 24 report.
2. A customer utilizing two or more 96-gallon carts for recycling service will be charged \$5.00 per month for each additional cart. This amount has been calculated by staff in a manner similar to the base amount of \$7.75, and reflects the costs for the cart and the facility and disposal costs related to the additional material collected in the additional cart.
3. The late set-out return fee has been established at \$15. This fee is a direct pass-through from the contract hauler, since a return trip to collect a cart that was set out late results in a cost to the hauling contractor, but not the City.
4. If a customer damages or destroys a cart, the cost for an additional cart will be billed to the customer at the actual replacement cost.

The modifications to Appendix F will take effect on July 1, 2026, the implementation date of the program. If fee adjustments are necessary in the future, revisions will be brought to the City Council as a part of the annual rate and fee update process.

#### **ALTERNATIVES:**

1. Approve the following:
  - a. 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.
  - b. Approve the attached fee resolution amending Appendix F of *Municipal Code*.
2. Award a 5-year contract to one of the other two finalists.
3. Direct staff to modify the fee resolution amending Appendix F.
4. Refer this item back to staff for further information.

**The Council should be aware that delaying the award of this contract could jeopardize the ability to initiate the new service on July 1. Further delays also will have a substantial financial and operational impact on the Electric utility.**

#### **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. The award of the contract will also coincide with the public education and outreach

activities planned in advance of the program beginning on July 1, 2026.

In addition, staff has prepared a resolution incorporating the necessary fees to implement the curbside recycling program. The adoption of this resolution will be necessary in order to authorize charging customers through the utility billing process.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1a-b, as described above.

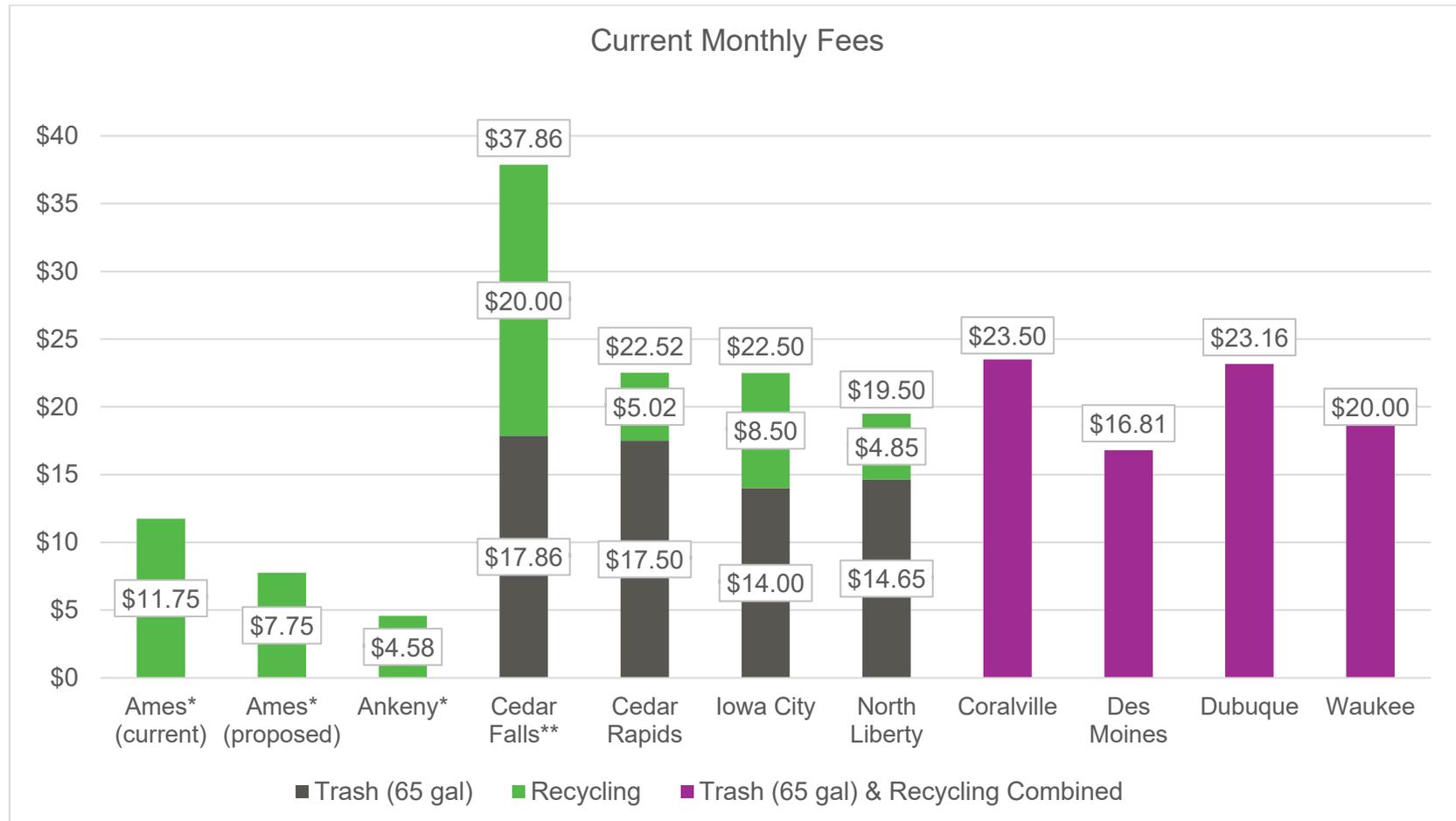
**ATTACHMENT(S):**

[Trash and Recycling Fees in Iowa.pdf](#)

[February 24 Report on Curbside Recycling Program.pdf](#)

[Appendix F 2026.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
<b>Ames</b>	Free market	\$11.75	-	Drop-off only	-	-	Free market	Free market
<b>Ankeny</b>	Free market	\$4.58	-	Universal	48 - 96	Biweekly	Waste Authority	Contractor
<b>Cedar Falls</b>	\$9.46 - \$27.84	\$20.00	\$29.46 - \$47.84	Drop-off only	-	-	Free market	Free market
<b>Cedar Rapids</b>	\$17.50	\$5.02	\$22.52	Universal	65	Weekly	City	City
<b>Coralville</b>	-	-	\$20.67 - \$23.50	Universal	65	Weekly	City	City
<b>Des Moines</b>	-	-	\$16.81 - \$17.91	Universal	96	Biweekly	City	City
<b>Dubuque</b>	-	-	\$17.25 - \$32.53	Universal	18 - 96	Weekly	City	City
<b>Iowa City</b>	\$14.00	\$8.50	\$22.50	Universal	65	Weekly	City	City
<b>North Liberty</b>	\$7.65 - \$14.65	\$4.85	\$12.50 - \$19.50	Universal	65 - 96	Weekly	Contractor	Contractor
<b>Waukee</b>	-	-	\$20.00	Universal	65 - 96	Weekly	Contractor	Contractor

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:

<b>Firm</b>	<b>Proposal Merits</b>	<b>Proposal Cost</b>	<b>Initial Evaluation TOTAL</b>
Ankeny Sanitation, Inc. Ankeny, IA	1170	655	<b>1825</b>
Aspen Waste Systems of Iowa, Inc. Ames, IA	1250	875	<b>2125</b>
LJP Waste Solutions (d/b/a The Trash Man, LLC) Webster City, IA	935	640	<b>1575</b>
Pratt Sanitation, Inc. Nevada, IA	870	445	<b>1315</b>

Waste Management of Iowa, Inc. Des Moines, IA	1230	560	<b>1790</b>
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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:

<b>Firm</b>	<b>Initial Evaluation TOTAL</b>	<b>Interview TOTAL</b>	<b>COMBINED TOTAL SCORE</b>
Ankeny Sanitation, Inc. Ankeny, IA	1825	1870	<b>3695</b>
Aspen Waste Systems of Iowa, Inc. Ames, IA	2125	1770	<b>3895</b>
Waste Management of Iowa, Inc. Des Moines, IA	1790	1980	<b>3770</b>

**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](#)

**APPENDIX F  
PUBLIC WORKS FEES**

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**SOLID WASTE RULES AND REGULATIONS**

1. No liquids, animals, hazardous or toxic waste, or demolition material will be accepted at the Arnold O. Chantland Resource Recovery Center except motor oil that is delivered to the Arnold O. Chantland Resource Recovery Center in separate containers. All containers, except for motor oil, must be open.
2. Per Capita Charge..... \$10.50
3. Delivery charges at the Arnold O. Chantland Resource Recovery Center shall be:
  - a. Single bag/10 pounds..... \$5.00
  - b. Passenger car/300 pounds..... \$15.00
  - c. Van or Pickup/800 pounds..... \$30.00
  - d. Vehicle and Trailer/1,500 pounds ..... \$55.00
  - e. Used motor oil, minimum charge/per gallon ..... \$1.00
  - f. All vehicles including those of licensed haulers over the scale will be charged per ton ..... \$75.00  
with a one ton minimum for commercial accounts
  - g. Out of County rate, per ton ..... \$150.00
  - h. Tires\*:
    - Pickup tires or smaller..... \$7.00
    - Semi-truck tires farm front, farm implement and skid steer tires ..... \$25.00
    - Sand box tire or farm tractor tire..... \$60.00
    - \*Any tire on a rim, the actual tire disposal charge plus for rim ..... \$5.00
  - i. Fire extinguisher disposal/extinguisher ..... \$5.00
  - j. Unlicensed commercial hauler per vehicle/trip ..... \$25.00
  - k. Special handling fee for large items (non-beneficial waste, reloading of vehicle, extended tipping time) up to..... \$250.00
  - l. Iowa State University, other State and Federal agencies  
A proportional share by weight on the system cost or as provided by contract.
  - m. Motorized white goods, including refrigerators, freezers, washing machines, dryers,  
air conditioners, water heaters, dehumidifiers, furnaces, and microwave ovens, each. . . . \$30.00
  - n. TVs and monitors-Limit of two (2) per household/per day
    - LCD and Plasma TVs and computer monitors less than 40" ..... \$30.00
    - LCD and Plasma TVs and computer monitors over than 40" ..... \$40.00
    - Projection and console TVs..... \$60.00
  - o. Mattress or box spring, each..... \$10.00
  - p. Couch ..... \$10.00
  - q. Hot tub ..... \$50.00
  - r. Construction and demolition material up to a pickup load..... \$50.00  
\*Accepted by discretion and material
4. The plant will be closed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When the holiday falls on Sunday the following day will be observed.
5. Curbside Recycling Fees:

Single-family and multi-family residence up to four (4) units, per month/per unit.....	\$7.75
Charge for each additional cart, per month .....	\$5.00
Late set-out return fee, per occurrence.....	\$15.00
<u>Replacement cart will be charged at cost.</u>	

**MISCELLANEOUS FEES**

1. **SIDEWALK CLEARING** shall be the actual cost plus a \$50.00 administrative fee.
  
2. **DRIVEWAY AND CURB CUTS.**
  - a. A charge of one hundred dollars (\$100.00) per opening shall be made for all applications for residential curb openings or changes in width or location of any existing residential access drive.
  - b. A charge of one hundred dollars (\$100.00) shall be made for all applications for commercial or industrial curb cuts, openings or access permits and any application for any type of curb opening or access permit to a primary highway.
  
3. **SIDEWALKS.**
  - a. A charge of fifty dollars (\$50.00) per single frontage property shall be made for all applications for new sidewalk installation.
  - b. A charge of seventy-five (\$75.00) per property having two or more frontages shall be made for all applications for new sidewalk installation.
4. **DRIVEWAY CULVERT INSTALLATION.** Driveway culverts shall be furnished and installed by and remain the property of the City. The owner of the property to which access is provided by the culvert shall be charged a fee of thirty-five dollars (\$35.00) per lineal foot of culvert used.
  
5. **PLAN FEES.** One set of bidding documents is available without charge to prospective bidders, subcontractor bidders, suppliers, and contractor plan room services. For all others, Plan Fees shall be the actual cost of printing plus a \$15.00 administrative fee.
  
6. **ENGINEERING FEES**
  - a. Graphical Printing

Labor, per hour (minimum one-quarter hour charge).....	\$75.00
Paper, 8 2@ x 11" (black & white) .....	\$.25
Paper, 11" x 17" (black & white) .....	\$.50
Paper, 8 2@ x 11" (color map) .....	\$2.50
Paper, 11"x 17" (color map) .....	\$5.00
Plots, per sq. ft. (black & white, line drawing) .....	\$1.25
Plots, per sq. ft. (color map) .....	\$2.50
  - b. Geographic Information System (GIS) data

Labor, per hour (minimum one-quarter hour charge).....	\$75.00
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  - c. Sewer connection (8" sewer), per lineal foot, per side of the street ..... \$30.00 |  - d. Water service connection (8" main), per lineal foot, per side of the street..... \$30.00 |  - (with a minimum charge of \$650.00 per lot or land parcel)
  - e. Construction inspection only shall be actual costs.

ITEM #: 35  
DATE: 03-10-26  
DEPT: PW

## COUNCIL ACTION FORM

**SUBJECT: REQUEST FROM CITY OF MAXWELL TO WITHDRAW FROM RESOURCE RECOVERY SYSTEM**

### BACKGROUND:

The Resource Recovery System (RRS) consists of partnerships between the City of Ames, 11 of the incorporated cities in Story County, Story County itself, and Iowa State University. The partnerships are outlined in 13 separate 28E intergovernmental agreements with Ames. These agreements originated when the Resource Recovery Plant was established in 1975, and have been renewed several times since.

Included among these partners is the City of Maxwell. In 2014, Ames and Maxwell entered into the current agreement, which is in effect through June 30, 2034 (see attached). The agreement states that Ames will provide a solid waste disposal system, including arrangements for a landfill and the use of the Resource Recovery Plant to produce refuse-derived fuel for the Power Plant. In exchange, Maxwell contributes to the cost of the operation of the RRS through a per-capita fee (currently \$10.50 per person, or \$9,020 total).

In the past several years, Ames has been developing a new approach to handling solid waste. By July 1, 2027, the waste-to-energy operation will be discontinued, and solid waste will be consolidated at the Resource Recovery and Recycling Campus (R3C) and transported to a landfill in Carroll County. The development of this new system requires increases in tipping fees and changes to waste diversion efforts (e.g., more robust recycling efforts).

In order to plan for the new R3C facility and its financing, City of Ames staff approached the current RRS partners in fall 2025 and requested that each partner consider approving revised 28E agreements. The revised 28E agreements would extend through June 30, 2047.

On February 10, 2026, the City Council referred to a future agenda a letter received from the Mayor of the City of Maxwell (attached). In the letter, the City of Maxwell is requesting a release from the existing 28E agreement no earlier than June 2026. Maxwell intends to join the solid waste planning area that contains Marshall County Landfill, and will be served by it.

The termination language in the existing 28E agreement allows for cancellation of the agreement prior to June 30, 2034 by mutual agreement of both parties. Maxwell is unique in Story County in that it is served by a single solid waste hauler contracted by the City for all residential collection. This makes Maxwell's proposed transition simpler, if Maxwell was served by many haulers, it would increase the likelihood of solid waste from inside and outside of Maxwell being commingled in the same collection truck. It should also be noted that the City of Collins, five miles east of Maxwell, is also served by the Marshall County Landfill.

**City staff does not believe that the withdrawal of Maxwell from the RRS will have a significant negative impact on the viability of the system.** Staff has prepared an amendment to the 28E agreement (attached to this report), which would formalize the

cancellation of the agreement effective June 30, 2026.

**ALTERNATIVES:**

1. Approve an amendment to the Resource Recovery System 28E agreement with the City of Maxwell to cancel the agreement as of June 30, 2026.
2. Do not approve the cancellation of the agreement.
3. Refer this item to staff for further information.

**CITY MANAGER'S RECOMMENDED ACTION:**

When the Resource Recovery System was initiated in 1975, partnerships were entered into with most of the communities across Story County to handle solid waste through the system. With the transition away from waste-to-energy, the costs for the disposal of solid waste through the Resource Recovery & Recycling Campus will necessitate fee increases. At the time the R3C was initially being discussed with the Resource Recovery System partners, it was clear to City staff that some communities may both desire and be able to leave the Resource Recovery System for an alternative.

**The City of Maxwell has identified a new solid waste management planning area (and associated landfill) with which it wishes to partner. City of Ames staff does not believe that releasing Maxwell from the Resource Recovery System will have present a significant financial burden to the system. In addition, the use of a single contracted hauler by Maxwell minimizes the risk that waste that should go to the R3C (and ultimately Carroll County Landfill) will be sent to the Marshall County Landfill instead, and vice versa.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, as described above.

**ATTACHMENT(S):**

- [A046 - Contract with Maxwell dated June 10, 2014.pdf](#)
- [Letter from City of Maxwell.pdf](#)
- [Maxwell 28E Termination Agreement.pdf](#)

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Instrument: 2014- 00006352  
Date: Jul 28, 2014 01:21:58P  
Rec Fee: 35.00 E-Com Fee: 1.00  
Aud Fee: .00 Trans Tax: .00  
Rec Management Fee: 1.00  
Non-Standard Page Fee: .00  
Filed for record in Story County, Iowa  
Susan L. Vande Kamp, County Recorder

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**DO NOT WRITE IN THE SPACE ABOVE THIS LINE; RESERVED FOR RECORDER**  
Prepared by: City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010; 515-239-5146  
Return to: Ames City Clerk, Ames City Hall, 515 Clark Ave., P.O. Box 811, Ames, IA 50010

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**CONTRACT AND AGREEMENT FOR USE AND SUPPORT OF A  
SOLID WASTE RECLAMATION, RECYCLING AND DISPOSAL SYSTEM  
(AMES - MAXWELL)**

This Contract and Agreement is made and entered into by and between the City of Ames, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter called "Ames") and the City of Maxwell, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter called "Maxwell").

**WITNESSETH THAT:**

**WHEREAS**, since 1974 the City of Ames has partnered with communities and entities within Story County (including Maxwell) through 28E agreements for disposal of garbage and solid waste, this third agreement phase will commence July 1, 2014 and span the next 20 years; and

**WHEREAS**, some provision must be made for the safe and sanitary disposal of garbage and solid waste both now and in the future; and

**WHEREAS**, it is found that due to the high fixed costs of an environmentally satisfactory solid waste disposal method there is a lower cost per person if the costs of a single high capacity system can be spread over the populations of a number of cities and towns; and

**WHEREAS**, Ames is willing and able to design, construct, operate and maintain an environmentally satisfactory, efficient and economical high capacity solid waste disposal system if a sufficient number of jurisdictions are committed to its use and support; and

**WHEREAS**, Maxwell has considered the system proposed by Ames and finds that the Ames System will afford to the citizens of Maxwell a safe, sanitary and environmentally desirable means for the disposal of solid waste.

**NOW, THEREFORE**, the parties hereto have and do hereby covenant, contract and agree as follows:

**ARTICLE I  
BASIC INTENT AND PURPOSE**

1. Ames shall, subject to terms, provisions and conditions hereinafter set out and in accordance with the procedures and provisions hereinafter made and declared, maintain a safe, sanitary and environmentally satisfactory solid waste processing system and for and by such system accept and dispose of all garbage and solid waste of Maxwell during the period of July 1, 2014, to June 30, 2034.

2. Maxwell shall, subject to terms, provisions and conditions hereinafter set out and in accordance with the procedures and provisions hereinafter made and declared, use and support the Ames solid waste disposal system by providing for the disposal of all garbage and solid waste of Maxwell by means of the Ames System and to the lawful extent of its powers allow or permit no other means; and pay such proportionate share of the cost of the Ames System as the population of Maxwell bears to the total of the populations of all the jurisdictions so using and supporting the Ames System during the period July 1, 2014, to June 30, 2034.

3. Nothing in this agreement shall be construed as prohibiting or discouraging Maxwell from encouraging or assisting its citizens to propose, create or participate in any public or private recycling efforts. However, if during the term of this agreement it becomes necessary for all participating jurisdictions to assist in meeting state mandated recycling goals or demand side management reduction goals, Maxwell agrees to establish recycling programs to meet Maxwell's proportionate share of those goals.

**ARTICLE II  
METHOD OF PAYMENT**

1. Costs of the Ames System shall be computed for each calendar year. On or before February 15<sup>th</sup> of each year Ames shall notify Maxwell of its proportionate share of the net costs of the system for the prior calendar year. Such proportionate share of the costs shall be paid by Maxwell to Ames as follows: one-half on or before July 15 and one-half on or before December 15 of each year.

2. Each using and supporting jurisdiction shall be responsible for a share of the system costs, based on the proportionate population of each jurisdiction. Such per capita cost shall be calculated annually, based on the most recent decennial Federal census. The per capita cost shall be established by analyzing the previous costs and revenues of the Ames System and projecting the future expenses and revenue sources of the system in order to maintain an adequate ongoing balance. When establishing the per capita cost, an effort will be made to maintain consistency over a period of time.

Revenue Sources

Fuel Revenue  
Plant Fees  
Sale of Materials  
Government Agency Contracts

Planned Expenditures

Operation Costs  
Debt Service

Per Capita Cost = (Planned Expenditures – Projected Revenue) ÷ System Population

3. Whenever there is a Net Income to the Ames System for any calendar year, such Net Income shall be retained in a fund balance for future system needs.

**ARTICLE III  
DEFINITIONS**

1. For the purpose of this agreement, certain words and phrases are defined as follows:

- a. Garbage. Every waste accumulation of animal or vegetable matter, or otherwise, that attends or results from the preparation, use, cooking, dealing in or storage of food for human consumption, but not including the accumulated by-products of commercial animal slaughtering, butchering or meat-cutting activities.
- b. Solid Waste. All waste materials, including yard waste and garbage except liquid matter, toxic and hazardous waste, and not including the accumulated by-products of commercial animal slaughtering, butchering or meat-cutting activities.
- c. Ames System. A sanitary landfill and a Resource Recovery Plant established, operated and maintained by Ames, plus all attendant and ancillary processes, procedures and activities conducted by Ames, its agents and licensees for the collection and processing of garbage and solid waste.
- d. Sanitary Landfill. Such areas as have heretofore or may hereafter be set aside or designated by Ames a place where garbage and solid waste will be accepted and disposed of by compaction and burial.
- e. Resource Recovery Plant. Building, equipment and all attendant processes, procedures and manpower established and maintained by Ames for processing garbage and solid waste to reclaim usable elements and substances, produce combustible matter for use as fuel for the Ames Municipal Electric System, and reduce all inert and unusable matter to a form convenient for burial in a sanitary landfill.

- f. Using and Supporting Jurisdiction. An incorporated city or town, or a county of the State of Iowa, that has entered into a contract and agreement to use and support the Ames System pursuant to and in accordance with the same provisions, terms and conditions as are set out in this agreement.
- g. Operating Costs. All costs, direct or indirect, incurred by Ames in the operation, maintenance and administration of the Ames System, including equipment replacement costs and interest costs needed to maintain cash flow requirements.
- h. Debt Service. Annual principle and interest for the repayment of debt incurred for capital improvements.
- i. Income from Electric Fuel Sales. The Ames Municipal Electric System will be purchasing fuel from the Resource Recovery. The price paid per ton of fuel will be increased or decreased in response to increases or decreases in the price paid per BTU of other fuel burned at the Ames Power Plant.
- j. Income from Government Agency Contracts. Monies received pursuant to any contracts with may be made for use of the Ames System at a rate per ton with such agencies as Iowa State University, the National Animal Disease Laboratory, the National Biologics Laboratory and others.
- k. Plant Fees. Fees established by the Ames City Council for use of the Ames System.
- l. Income from Sale of Materials. Income derived from the sale of materials reclaimed from solid waste by the processes of the Ames Solid Waste Separation Plant.
- m. Population. The population of an incorporated city or town shall be the number of persons living within its corporate limits as established by the most recent Federal Census, except that for Ames the population thus established will be decreased by the number of persons living in Iowa State University housing facilities. For a county, population shall be the number of persons living within its borders as established by the most recent Federal Census, less the number of such persons living within the limits of incorporated cities and towns as established by the most recent decennial Federal Census.

**ARTICLE IV  
ADMINISTRATION**

- 1. The Ames System shall be governed, controlled and administered solely by and through the Ames City Council and Ames City Manager in accordance with and pursuant to the terms of this agreement.

2. It is understood and agreed that Ames will cause the promulgation of specific rules and procedures for the use and workings of the Ames System. Such rules shall govern:

- a. Which types and quantities of garbage and solid waste shall be delivered to and accepted by a sanitary landfill.
- b. Which types and quantities of garbage and solid waste shall be delivered to and accepted by the Resource Recovery Plant.
- c. The days and hours when the Resource Recovery Plant and other system facilities will be open to receive materials.
- d. All procedures for billing and collection of fees.
- e. Every and any other aspect of the management and control of the Ames System.

3. All financial record keeping and accounting for monies and funds related to the Ames System will be done in accordance with such generally accepted accounting principles and procedures as the Ames City Manager and the Director of Finance for the City of Ames shall deem appropriate and sufficient to accurately reflect all costs, direct and indirect, and all revenues and income of the Ames System. Such financial records will be subjected to audit annually by an independent Certified Public Accountant or Certified Public Accounting firm. Financial records of the Ames System will be open and available for inspection by Maxwell at any time during normal business hours.

4. As a means of enhancing communications with the using and supporting jurisdictions, Maxwell may request a meeting to discuss projected operating costs, revenues, rates, capital improvements and debt financing. Ames will also utilize the Story County Mayor's Association as a means of ongoing communication with the using and supporting jurisdictions.

Ames will send out an annual report by February 15<sup>th</sup> of each calendar year.

5. Maxwell shall require all garbage and solid waste collectors and haulers that it may license or engage to have and use for such collecting and hauling, vehicles of a type and nature which meet the minimum standards Ames now or hereafter requires of its licensed collectors and haulers. Maxwell shall also require all garbage and solid waste collectors and haulers which it may license or engage to produce evidence of insurance coverage of the types and minimum amounts which Ames now or hereafter requires of its licensed collectors and haulers.

6. From time to time during the term of this agreement it may become necessary for Ames to incur additional debt for the Ames System. The decision whether to incur such additional debt for the Ames System shall be solely at the discretion of the Ames City Council. Ames will hold an official public hearing prior to the issuance of additional debt.

7. All decisions and determinations as to plant fees, operating budgets, wages and salaries, equipment and supply purchases and any and all other expenses of or charges by the Ames System shall be solely within the discretion of the Ames City Council and City Manager.

8. All land and equipment and any and all other property before now or hereafter acquired by Ames to establish, operate and maintain the Ames System shall be solely the property of Ames, and Maxwell shall not, by virtue of this agreement, have or acquire any proprietary right, title or interest therein. Maxwell shall not, by virtue of this agreement, obtain, acquire or succeed to any rights or entitlements other than those expressly set out and provided for herein.

9. This contract and agreement is made and entered into in accordance with the provisions of Chapter 28E, Code of Iowa, insofar as the provisions of that chapter are applicable and may not be terminated prior to June 30, 2034, except by the mutual consent of the parties hereto.

10. No later than calendar year of 2033, representatives of Ames and Maxwell shall meet to determine the feasibility of continuing this contract after the expiration of the contract on June 30, 2034.

11. This agreement rescinds and replaces the agreement recorded as Instrument Nos. 94-05840 and 94-05841 in the records of the office of the Story County Recorder.

**ARTICLE V  
MISCELLANEOUS**

1. Assignment. This agreement may not be assigned by either party without the prior written consent of the other party.

2. Waiver. No delay or failure to exercise a right resulting from a default or breach of this agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient.

3. Amendment. No amendment, modification, change or extension of this agreement shall be effective unless it is in writing and duly executed by the parties.

4. Agreement Governed by Iowa Law. This agreement shall be governed by the laws of the State of Iowa.

5. Execution of Documents. This agreement may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have approved and caused the execution of the aforesaid covenant, contract and agreement, to wit:

CITY OF AMES, IOWA

By Ann H. Campbell  
Ann H. Campbell, Mayor

Attest Diane R. Voss  
Diane R. Voss, City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

On this 10<sup>th</sup> day of June, 2014, before me, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell and Diane R. Voss, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 14-336 adopted by the City Council on the 10<sup>th</sup> day of June, 2014, and that Ann H. Campbell and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Jill L. Ripperger  
Notary Public in and for the State of Iowa

	Jill L. Ripperger Commission Number 146549 My Commission Expires <u>3-17-15</u>
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CITY OF MAXWELL, IOWA

By Steven Gast  
Steven Gast, Mayor

Attest Dee Gibbs  
Dee Gibbs, City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

On this 6<sup>th</sup> day of May, 2014, before me, a Notary Public in and for the State of Iowa, personally appeared Steven Gast and Dee Gibbs, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Maxwell, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 2014-23 adopted by the City Council on the 5<sup>th</sup> day of May, 2014, and that Steven Gast and Dee Gibbs acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

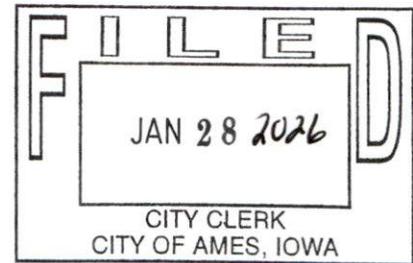
Debra A. Hayes  
Notary Public in and for the State of Iowa

	DEBRA A HAYES Commission Number 756324 My Commission Expires <u>12-23-14</u>
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01/20/2026

Mayor John Haila  
515 Clark Avenue  
Ames, IA 50010



Dear Mayor Haila and members of the Ames City Council,

On behalf of the City of Maxwell, I am writing to formally request release from our current 28E agreement for solid waste services, which began on July 1, 2014, and is scheduled to remain in effect through July 1, 2034.

We understand that the City of Ames is in the process of revising this agreement in light of the upcoming transition to a new Resource Recovery and Recycling Campus. While we appreciate the long-standing partnership between our communities, Maxwell has determined that it is in our best interest to explore alternative waste management options that better align with our operational needs and financial considerations.

As outlined in your recent correspondence, the projected increase in tipping fees from \$75 to \$95.11 per ton beginning in 2027 represents a significant cost shift. Although this fee is assessed to haulers, we anticipate that it will ultimately impact Maxwell residents and businesses through increased contract pricing. Given these anticipated changes, we respectfully request to be released from the current 28E agreement prior to its scheduled expiration no earlier than June 2026. Maxwell contracts with Pratt Sanitation and they have agreed to haul our solid waste to the Marshall County Landfill. At this time, we are still evaluating options for recycling services and will share updates as they become available.

We value the collaboration we've shared with the City of Ames and remain committed to responsible waste management practices. We hope to part on amicable terms and are open to discussing a mutually agreeable timeline and transition plan. Please let us know if we may be formally released from the contract.

Sincerely,

Dale Higgins  
Mayor of Maxwell

107 Main Street  
Maxwell, IA 50161  
[mayorofmaxwell@maxwell.iowa.gov](mailto:mayorofmaxwell@maxwell.iowa.gov)

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**DO NOT WRITE IN THE SPACE ABOVE THIS LINE; RESERVED FOR RECORDER**

Prepared by: City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010; 515-239-5146

Return to: Ames City Clerk, Ames City Hall, 515 Clark Ave., P.O. Box 811, Ames, IA 50010

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**AGREEMENT TERMINATING 28E AGREEMENT FOR USE AND SUPPORT OF A  
SOLID WASTE RECLAMATION, RECYCLING AND DISPOSAL SYSTEM BETWEEN  
THE CITY OF AMES, IOWA AND THE CITY OF MAXWELL, IOWA.**

**(AMES - MAXWELL)**

This Contract and Agreement is made and entered into by and between the City of Ames, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa and the City of Maxwell, a municipal corporation organized and existing pursuant to the laws of the State of Iowa.

**WITNESSETH THAT:**

**WHEREAS**, the City of Ames and the City of Maxwell entered into an agreement for the use and support of a solid waste reclamation, recycling, and disposal system on June 10, 2014, recorded as Instrument Number 2014-00006352 in the records of the Story County Recorder; and

**WHEREAS**, said agreement by its terms is effective until June 30, 2034; and

**WHEREAS**, the agreement at paragraph 9 allows termination of the agreement at any time with the mutual consent of the parties; and

**WHEREAS**, the City of Maxwell has indicated its desire to terminate said agreement on June 30, 2026; and,

**WHEREAS**, the City of Ames is agreeable to terminating the agreement as requested by the City of Maxwell;

**THEREFORE**, the parties agree as follows:

1. The agreement for the use and support of a solid waste reclamation, recycling, and disposal system between the City of Ames and the City of Maxwell, executed on June 10, 2014, and recorded as Instrument Number 2014-00006352 in the records of the Story County Recorder, is hereby terminated effective June 30, 2026.

**IN WITNESS WHEREOF**, the parties hereto have approved and caused the execution of the aforesaid covenant, contract and agreement, to wit:

CITY OF AMES, IOWA

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

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

STATE OF IOWA, COUNTY OF STORY, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared John A. Haila and Renee Hall, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. \_\_\_\_\_ adopted by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2026, and that John A. Haila and Renee Hall acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

CITY OF MAXWELL, IOWA

By \_\_\_\_\_  
Dale Higgins, Mayor

Attest \_\_\_\_\_  
Wendy Crabtree, City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared Dale Higgins and Wendy Crabtree, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Maxwell, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. \_\_\_\_ adopted by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2026, and that Dale Higgins and Wendy Crabtree acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**COUNCIL ACTION FORM**

**SUBJECT: 2026 CITY OF AMES CLIMATE ACTION GRANTS PROGRAM**

**BACKGROUND:**

To support community partners in completing projects that align with the Climate Action Plan (CAP), at the January 25, 2025 Council meeting, the [City Council approved \\$70,000 towards the Climate Action Grants Program](#) (Program).

The Program offers two grant opportunities:

1. **Community Climate Grants - up to \$10,000 for each grant award.** This opportunity is available to any organization in Ames, including non-profits, businesses, and groups of individuals.
2. **Youth Mini-Grants - up to \$500 for each grant award.** This opportunity is available to young people in Ames grades 12 or lower.

Below is a summary table of the two grants and their status as of March 6, 2026:

	<b>Community Climate Grants</b>	<b>Youth Mini-Grants</b>
<b>Total Amount Available</b>	\$66,500	\$3,500
<b>Maximum Award Amount</b>	Up to \$10,000	Up to \$500
<b>Availability</b>	Two application rounds in spring and fall 2025	Applications accepted on a rolling basis until available funds are fully expended
<b>Total Applications Received</b>	14 applications requesting \$114,165 in funding	6 applications requesting \$3,000 in funding
<b>Grants Awarded</b>	9 grants totaling \$60,325 (see attachment)	6 grants totaling \$3,000 (see attachment)
<b>Grant Match Requirement</b>	20% of total project cost either through a cash match or volunteer hours. The goal of the cost match is to leverage private dollars into sustainable upgrades. The nine awarded projects are expected to leverage \$70,000 in matching funds and 200 volunteer hours	None
<b>Grant Duration</b>	Up to one year to complete their project.  All projects are anticipated to be completed by November 2026.	Up to six months to complete their projects.  All six projects are complete as of December 2025.

<b>Unused Funds as of March 6, 2026*</b>	\$6,175	\$500
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\*any unused funds would be carried forward should the Council choose to continue the Program.

Grant funds are disbursed as a reimbursement after project completion. More information about the grants can be found at [www.cityofames.org/ClimateActionGrants](http://www.cityofames.org/ClimateActionGrants).

**Staff believes providing these grant opportunities have been successful in getting the community to take meaningful sustainable actions. Therefore, for FY 2026/27 staff is seeking Council authorization to allocate an additional \$70,000 for these two programs: \$66,500 for Community Climate Grant and \$3,500 for the Youth Mini-Grants. Any unused funds from the first round of funding would carryover.**

If approved, the Youth Mini-Grants would remain available on a rolling basis. Another round of community climate grant applications would open in late March 2026 and awards would be made in July 2026.

**Residential Owner-Occupied Sustainability Grants:**

**In addition to the two grants described above, for FY 2026/27 staff is seeking Council authorization to allocate up to \$80,000 towards establishing a new grant opportunity: Residential Owner-Occupied Sustainability Grants.**

This new opportunity would support low- to moderate-income (LMI) households with funds to install solar panels or a whole-home heat pump system. For this program, LMI would be defined as less than 120% of area median income (AMI), as published by the US Department of Housing and Urban Development for the Ames, IA metro area annually. If approved, income limits for 2026 are included in the table below.

**US HUD Income Limits, 120% of Area Median Income for the Ames, IA metro area**

<b>Persons in Family</b>	1	2	3	4	5	6
<b>120% AMI</b>	\$104,160	\$119,040	\$133,920	\$148,680	\$160,680	\$172,560

Eligibility is also limited to owner-occupied households. Rental households are not eligible as it would not be feasible to monitor compliance with the income limits as rental properties change tenants, and improvements may inadvertently result in higher rents.

Furthermore, these grants would cover up 30% of total project costs, up to \$4,000. Staff believes this amount is enough to encourage action while using resources efficiently, enabling the distribution of funds across more projects. The table on the next page provides project cost estimates and the impact of each project type.

Eligible Project Type	Cost Estimate	Lifetime Carbon Emission Reduction Estimate	Average Useful life
Whole-home Heat Pump* (must be Energy Star rated)	\$10,000 - \$20,000	30 – 40 MT CO <sub>2</sub> e**	15 years
Solar*	\$15,000 - \$25,000	10 – 15 MT CO <sub>2</sub> e**	25 years

\*Ames Electric customers are also eligible for Smart Energy rebates for these projects

\*\*MT CO<sub>2</sub>e = metric tons carbon dioxide equivalent

For context, annual greenhouse gas emissions per capita and per household in Ames are about 15 and 37 MT CO<sub>2</sub>e, respectively.

Similar to the established grant opportunities, this new grant will be provided on a reimbursement basis. Equipment must be installed, properly permitted, installed by a licensed contractor, and operating prior to submission of the application. Funds will only be dispersed to residents and not contractors. If this new grant is approved by Council, an income verification process will be established, and this new grant will be made available in July 2026 and remain open until available funds are expended.

### Funding

The initial \$70,000 for the Program was funded by the Sustainability Council Priorities Fund in FY 2025/26. The additional \$150,000 staff is seeking authorization on for all three grants for FY 2026/27 would also come from the same fund. The current unallocated balance of the Sustainability Council Priorities Fund is \$990,150.

### ALTERNATIVES:

1. Approve up to \$150,000 in FY 2026/27 from the Council Priorities Fund sustainability reserve to be made available as Climate Action Grants, including:
  - a. \$66,500 in community climate grants,
  - b. \$3,500 in youth mini-grants, and
  - c. \$80,000 in residential owner-occupied sustainability grants.
2. Approve an alternative combination of funding and grant programming.
3. Do not approve any funding in FY 2026/27 for Climate Action Grants.
4. Refer back to staff for additional information.

### CITY MANAGER'S RECOMMENDED ACTION:

Offering Climate Action Grant opportunities incentivizes residents and organizations to invest in sustainable actions in ways that benefit the broader community. The Climate Action Grants Program leverages private investment through cost sharing. Funded projects engage and educate the public about sustainability, and result in community greenhouse gas and climate resiliency benefits. The program has been successful thus far. The addition of residential grants will expand the program's impact and support low- to moderate-income households to

complete climate action projects.

**This program aligns with the City Council Value of Environmental Sustainability and the Climate Action Plan.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

**ATTACHMENT(S):**

[2025 Awarded Climate Action Grants.pdf](#)

Contact: Nolan Sagan, Sustainability Coordinator, [nolan.sagan@cityofames.org](mailto:nolan.sagan@cityofames.org), 515.239.5227  
Susan Gwiasda, Communications and Outreach, [susan.gwiasda@cityofames.org](mailto:susan.gwiasda@cityofames.org), 515.239.5204

## FOR IMMEDIATE RELEASE

June 20, 2025

### Sustainability Grants Awarded to Five Ames Organizations

AMES, Iowa – As part of the Climate Action Grant Program, the City of Ames has awarded Community Climate Grants to five organizations in Ames to support projects that advance the community Climate Action Plan and reduce carbon emissions.

Community Climate Grants of up to \$10,000 are part of a broader Climate Action Grant Program that supports community involvement in the City’s sustainability goals. This is the first of two rounds of grants that will be awarded in 2025. Organizations have up to one year to complete their funded project.

“By providing funding for projects that promote sustainable practices, we are moving Ames closer to our goals of the Climate Action Plan,” said Nolan Sagan, Sustainability Coordinator.

“Community involvement is critical in reducing energy use, encouraging low-emissions transportation, reducing waste, conserving water, and utilizing nature-based solutions.”

The five organizations awarded grants are:

#### **Ames Community Theater (ACTORS)**

ACTORS, 120 Abraham Drive, will install solar panels on the roof of its facility, which will reduce over 500 tons of carbon emissions by generating renewable energy.

#### **Green Hills Community**

Green Hills Community, 2200 Hamilton Drive, will install and operate a compost corner on its grounds to compost thousands of pounds of organic waste generated each year by the cafeteria and community gardens at its facility.



SUSTAINABLE  
**AMES**

-more-

**Seeds of Sustainability/Repair Café**

Seeds of Sustainability/Repair Café will partner with KHOI Community Radio and WeCycle to purchase tools and offer workshops to teach bicycle repair, and to install a bike rack and bike repair station at KHOI, 622 Douglas Ave.

**Prairie Flower Children’s Center**

Prairie Flower Children’s Center, 1517 Northwestern Ave., will install garden beds and a compost tumbler to educate staff and children through hands-on learning.

**Ames United Church of Christ**

Ames United Church of Christ, 217 Sixth St., will install a heat pump to meet heating and cooling needs at its facility.

The deadline for the next round of applications is Friday, Oct. 3. Applications are available at [www.CityOfAmes.org/ClimateActionGrants](http://www.CityOfAmes.org/ClimateActionGrants).

**Youth Mini-Grants**

In addition to the community grants, Youth Mini-Grants of up to \$500 are available for student-led projects year-round. Like the community grants, the mini-grants also support ideas that advance the goals of the community Climate Action Plan. All students in grades PreK-12 can apply, and projects must take place with the city limits of Ames.



In the first round of mini-grants, several students were awarded funding, including a grant to fund stickers promoting pollinator awareness. The stickers are being distributed at Wheatsfield Cooperative, Burgie’s Coffee, Clayton Farms Salads, and Filling Station.

For more information on the Climate Action Grant Program, contact Nolan Sagan at 515.239.5227 or [nolan.sagan@cityofames.org](mailto:nolan.sagan@cityofames.org), or visit [www.CityofAmes.org/ClimateActionGrants](http://www.CityofAmes.org/ClimateActionGrants).

###

Contact: Nolan Sagan, Sustainability Coordinator, [nolan.sagan@cityofames.org](mailto:nolan.sagan@cityofames.org), 515.239.5227  
Kati Frahm, Communications and Outreach, [kati.frahm@cityofames.org](mailto:kati.frahm@cityofames.org), 515.239.5205

## FOR IMMEDIATE RELEASE

*Feb. 2, 2026*

## Sustainability Grants Awarded to Four Ames Organizations

AMES, Iowa – As part of the Climate Action Grant Program, the City of Ames has awarded Community Climate Grants to four organizations in Ames to support projects that advance the community Climate Action Plan and reduce carbon emissions.

Community Climate Grants of up to \$10,000 are part of a broader Climate Action Grant Program that supports community involvement in the City’s sustainability goals. This is the second round of grants that were awarded in 2025. Organizations have up to one year to complete their funded project.

“We are advancing the Ames Climate Action Plan by funding projects that prioritize sustainability,” said Sustainability Coordinator Nolan Sagan. “To truly succeed in conserving water, reducing waste, and lowering emissions, active community participation is essential.”

The four organizations awarded grants are:

### **Ames High School Cybersecurity & Technology (ACT) Club**

ACT Club will purchase and distribute over 100 advanced power strips. This will reduce wasted “vampire” energy from electronics and appliances.

### **The EcoTheatre Lab**

The EcoTheatre Lab will organize an EcoTheatre Festival: A Storytelling and Neighborhood Resilience Project. The festival will involve readings of original plays written by Iowa playwrights responding to local climate issues.



SUSTAINABLE  
**AMES**

-more-

### **Labyrinth Coffee/Collegiate Presbyterian Church**

Labryinth Coffee/Collegiate Presbyterian Church will install a public electric vehicle charger in its parking lot at 159 Sheldon Ave. This supports the transition to low-emissions transportation.

### **North Grand Christian Church**

North Grand Christian Church, 919 30<sup>th</sup> St., will expand its ground-mounted solar array. This will save on its utility bills, reduce its carbon footprint, and raise awareness about sustainability and solar energy.

### **Youth Mini-Grants**

In addition to the community grants, Youth Mini-Grants of up to \$500 are available for student-led projects year-round. Like the community grants, the mini-grants also support ideas that advance the goals of the community Climate Action Plan. All students in grades PreK-12 can apply, and projects must take place with the city limits of Ames.



In the first round of mini-grants, several students were awarded funding for projects including stickers and yard signs promoting pollinator awareness, an EcoVision event that brought community organizations together to focus on sustainability, and a seed-sharing project that distributed apartment-friendly kits to help people grow food at home.

To receive notifications regarding potential future grant cycles in 2026, residents are encouraged to subscribe to our sustainability email updates at [www.CityofAmes.org/sustainability](http://www.CityofAmes.org/sustainability).

For more information on the Climate Action Grant Program, contact Nolan Sagan at 515.239.5227 or [nolan.sagan@cityofames.org](mailto:nolan.sagan@cityofames.org), or visit [www.CityofAmes.org/ClimateActionGrants](http://www.CityofAmes.org/ClimateActionGrants).

###

ITEM #: 37  
DATE: 03-10-26  
DEPT: ADMIN

## COUNCIL ACTION FORM

**SUBJECT: DETERMINATION OF NON-RESPONSIBLE CONTRACTOR FOR THE PURPOSE OF BIDDING ON CITY PROJECTS**

### **BACKGROUND:**

Chapter 26 of Iowa Code outlines the requirements for bidding on construction contracts undertaken by the City. According to Section 26.9, the City is obligated to award a contract for a public improvement to the lowest responsive, responsible bidder.

### **SCHAIKER PLAZA CONCRETE WORK**

In 2022, the City awarded a contract for the construction of the Steven L. Schinker Plaza, located across the street from City Hall. The awarded contractor retained a sub-contractor to handle the construction of the ice-making components of the plaza. This sub-contractor subsequently retained a concrete contractor, Jordison Construction, Inc., Urbandale, Iowa, to install the concrete for the ice ribbon, a major feature of the plaza.

The ice ribbon work involved the placement of concrete over refrigerant piping, wire mesh, and insulation. The concrete was placed on December 15, 2023, and in February 2024, there were apparent defects with the work. Reports documenting the pour, provided by the City's consultant, also indicated several deviations occurred during the pour from the agreed-upon installation practices and tolerances. The work performed by Jordison Construction, in the view of the City and our outside concrete expert, resulted in an unsafe, unacceptable concrete surface.

On February 27, 2026, the City reached a settlement with the prime contractor on the Plaza project to remove and replace the defective work. However, as a result of the original, deficient work performed by Jordison, the City has expended an inordinate amount of time during the past two years working to remediate the unacceptable concrete surface. The completion of the plaza project has been delayed denying the public the use of this space for several years.

Further, the City has had to expend additional funds to retain outside legal services and concrete diagnostic consultants to address the concrete pour. As of February 10, 2026, the costs billed for these services have totaled \$156,040.56, of which \$74,234.51 is for professional concrete expert services.

### **FITCH FAMILY INDOOR AQUATIC CENTER BIDS**

Separately, Jordison Construction was a bidder on the Paving & Sidewalk Work bid package for the Fitch Family Indoor Aquatic Center. Jordison's bid, including alternates, was \$280,300, while the second low bid was \$351,588. Following the opening of bids, the City received a letter from Jordison Construction requesting to withdraw its bid (attached). The letter cited that Jordison had "[...] discovered the omission of providing and installing all of the granular paving sub-base beneath the paving and walks. By performing this work at our bid amount, it would

negatively effect [sic] our business."

As a result of the withdrawal of Jordison's bid, the City awarded the bid to the second lowest bidder, at an increased cost of \$71,288.

## **STAFF ANALYSIS**

**Based on the issues described above in the City's previous experience with Jordison Construction, City staff does not have confidence that Jordison is capable of providing construction services for the City in a responsible manner in the future.**

According to advice from the City Attorney, only the City Council can make a determination as to whether a contractor is non-responsible. If the City Council does make such a determination, then Jordison Construction would be unable to be awarded a contract for a project bid by the City of Ames.

The Purchasing Manager has advised that a period of time be established during which a non-responsible bidder would be unable to be awarded a contract. For comparison purposes, in instances where Iowa State University makes such a declaration, the contractor may not be awarded a bid for a period of at least three years.

After the three-year period, the contractor may then provide information to the City demonstrating the changes it has made to its practices, capabilities, organization, or other pertinent areas in order to prevent problems like those that have resulted in a declaration that they are not responsible. The City Council could at that time determine whether those changes are sufficient to authorize the contractor to be able to be awarded a contract with the City in the future.

## **ALTERNATIVES:**

1. Approve a resolution determining Jordison Construction, Urbandale, Iowa to be a non-responsible bidder for the purpose of bidding on City projects, based on the findings identified above. Jordison would be eligible to return to good standing after three years by providing information to the satisfaction of the City Council that the issues the City has encountered with Jordison will not be repeated.
2. Do not determine that Jordison Construction is non-responsible, and allow Jordison Construction to remain eligible to bid on public improvement contracts for the City of Ames.

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

The City is dependent on contractors to perform construction work on City infrastructure. State law requires contracts to be awarded to the lowest responsive, responsible bidder.

The City's experience with Jordison Construction placing the concrete at Schainker Plaza has been extremely challenging. The concrete work was deficient and the City has expended considerable time and money pursuing a resolution to work performed by Jordison, delaying the opening of the plaza by several years.

**This experience has not proven to be a value to the community taxpayers, and therefore staff believes it is in the City's best interest to take steps to declare Jordison Construction to be a non-responsible bidder. Jordison would be eligible to return to good standing after three years by providing information to the satisfaction of the City Council that the issues the City has encountered with Jordison will not be repeated. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, as described above.**

**ATTACHMENT(S):**

[Jordison\\_Withdrawal\\_Letter.pdf](#)

# **JORDISON**

**CONSTRUCTION INC.**

1/16/2024

Ms. Karen Server  
City of Ames  
515 Clark Avenue  
Ames, Iowa 50010

Ms. Server,

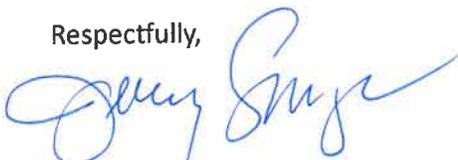
This letter is a follow up to the Teams call Jordison participated in on Friday January 12<sup>th</sup> related to the bid that we submitted on Thursday January 11<sup>th</sup>, 2024 for bid package 32-1 (Paving and sidewalks) for the Fitch Family Indoor Aquatics Project.

As was stated in an email to Brian Weber with Story Construction, we would like to withdraw our bid for this bid package. Since Friday, we have discovered the omission of providing and installing all of the granular paving sub-base beneath the paving and walks. By performing this work at our bid amount, it would negatively effect our business.

We were read around \$60,000 low from the nearest bidder and the majority of other bidders were more than \$100,000 higher than us. This was a clerical error that was made in the hustle of getting our bids finished and on the road to Ames.

Ms. Server, I don't send this letter to you casually. It is sent with a healthy dose of embarrassment. The notion that we can't honor our bid to you and to the City of Ames makes me somewhat uncomfortable.

Respectfully,



Jerry Savage  
Jordison Construction

Cc: Eldin Ikeljic  
Annie Gaster



**To:** Mayor John Haila and City Councilmembers  
**From:** Susan Gwiasda, Communications and Outreach Manager  
**Date:** March 10, 2026  
**Subject:** Discussion of additional questions for the 2026 Resident Satisfaction Survey

The City of Ames is again working with Iowa State University's Institute for Design Research and Outreach to produce, distribute, and analyze the 2026 Resident Satisfaction Survey. This will be the 44th year of the survey.

Each year, a small amount of space is reserved for current issue/policy questions to be added. Most policy questions require some explanation before any question can be asked.

Due to the space necessary to set up the question, typically only a few additional questions fit in the survey. **The Council is welcome to suggest topics, but please note there is no obligation to add to the survey.**

For the 2025 survey, the Council made these changes:

- Added a question to the survey asking residents to prioritize investment for human services.
- Removed a question related to the health of the survey taker.
- Added an additional response to the section on "Preferences for City Communication" to include "Other" with a write in option.
- Added a question to the survey under the "Sense of Community" section that asks if the respondents or someone the respondent finds their language to be a barrier to participation in the community.
- Moved to add a question about indoor/outdoor aquatic centers under Parks and Recreation
- Added a question regarding Board and Commission participation

Earlier this year, the Ames Human Relations Chairperson requested a question be included on the 2026 survey to help identify possible discrimination, which the Commission believes may be underreported. The question the Commission is requested is:

- In the past 12 months, have you felt treated unfairly in Ames because of race, national origin, color, marital status, disability, religion, sex, sexual orientation, or gender identity? Yes/No. If yes, please select all that apply.

**ATTACHMENT(S):**  
[Ames Survey 2025.pdf](#)



## 43rd Annual Resident Satisfaction Survey Spring 2025

Instructions: Please respond to each question with your own opinions and practices. This is usually done by circling a number, checking a box, or filling in a blank.

An opportunity is also provided for you to add written comments.

A. Please rate the following **Parks and Recreation** features.

	Very Poor	Poor	Good	Very Good	Don't Use
1. Overall quality of trails	<input type="checkbox"/>				
2. Overall quality of parks	<input type="checkbox"/>				
3. Overall quality of recreational facilities (e.g. Homewood Golf Course, Gymnasium, etc.)	<input type="checkbox"/>				
4. Variety of playground equipment in the parks	<input type="checkbox"/>				
5. Number of restrooms in the parks	<input type="checkbox"/>				
6. Overall quality of shelters and picnic amenities	<input type="checkbox"/>				
7. Overall quality of recreational programming	<input type="checkbox"/>				
8. Variety of recreational programming offered	<input type="checkbox"/>				
9. Overall quality of wooded/natural areas	<input type="checkbox"/>				
10. Overall quality of indoor aquatics	<input type="checkbox"/>				
11. Overall quality of outdoor aquatics	<input type="checkbox"/>				

Comments on Parks and Recreation \_\_\_\_\_

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B. Please rate the following **Ames Public Library** features.

	Very Poor	Poor	Good	Very Good	Don't Use
1. Meeting/study rooms	<input type="checkbox"/>				
2. Internet/computer services	<input type="checkbox"/>				
3. Building accessibility	<input type="checkbox"/>				
4. Customer service	<input type="checkbox"/>				
5. Programs (Storytime, book discussions, lectures)	<input type="checkbox"/>				
6. Variety of materials available (books, media, online resources)	<input type="checkbox"/>				
7. Bookmobile services	<input type="checkbox"/>				
8. <i>Page One</i> – the library newsletter	<input type="checkbox"/>				
9. Asking questions of library staff by phone or email	<input type="checkbox"/>				
10. Use of library online resources	<input type="checkbox"/>				
11. Wait time for requests/holds	<input type="checkbox"/>				
12. Availability of seating	<input type="checkbox"/>				
13. Welcoming atmosphere	<input type="checkbox"/>				

C. Do you use the Ames Public Library as often as you would like to use it?

- 1. Yes
- 2. No →

C1. **If NO**, for what reasons do you not use the library as often as you would like? (Circle ALL that apply.)

- 1. Transportation is a problem
- 2. I get materials from other sources
- 3. I don't have time
- 4. Other (please specify) \_\_\_\_\_

Comments on Ames Public Library \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. How DISSATISFIED or SATISFIED are you with the following **Fire Department** activities?

	Very Dissatisfied	Somewhat Dissatisfied	Somewhat Satisfied	Very Satisfied	Don't Know
1. Emergency response time	<input type="checkbox"/>				
2. Emergency medical responses	<input type="checkbox"/>				
3. Extinguishing fires	<input type="checkbox"/>				
4. Fire prevention activities and community outreach	<input type="checkbox"/>				

Comments on Fire Department \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Ames Police Department**

E. Have you had an interaction with the Ames Police Department in the last 12 months related to an investigation, traffic, accident, etc.?

- 1. Yes
- 2. No

F. Have you had an interaction with the Ames Police Department at an outreach event?

- 1. Yes →
- 2. No

F1. **If YES**, which event(s)? (Circle ALL that apply.)

- 1. National Night Out
- 2. Shop with a Cop
- 3. Donuts in the Park
- 4. Coffee with Cops
- 5. Citizen Police Academy
- 6. Cop on Top
- 7. Carving with Cops
- 8. Training or Education Program
- 9. Other (please specify) \_\_\_\_\_

G. Thinking about priorities for law enforcement, what **three things** should be emphasized? (**Please select 3 items.**)

- 1. Animal Control and Sheltering
- 2. Business District Patrolling
- 3. Traffic Enforcement in High Accident Areas
- 4. Residential Patrolling
- 5. Safety Programming & Training (Active Shooter, SCAMS, Alcohol regulations, etc.)
- 6. Parking Regulations
- 7. Retail Alcohol Monitoring/Enforcement
- 8. Police Outreach

H. Please rate how DISSATISFIED or SATISFIED you are with the City’s response after issues are reported regarding the following **Nuisance Ordinances**.

Enforcement of:	Very Dissatisfied	Somewhat Dissatisfied	Somewhat Satisfied	Very Satisfied	Don't Know
1. Over-occupancy in rental property	<input type="checkbox"/>				
2. Noise limits	<input type="checkbox"/>				
3. Front yard parking on residential properties	<input type="checkbox"/>				
4. Yard upkeep (overgrown vegetation)	<input type="checkbox"/>				
5. Dangerous structures (dilapidated, unsecured, holes, collapsing)	<input type="checkbox"/>				
6. Outdoor storage on property (junk cars, tires, furniture, garbage)	<input type="checkbox"/>				

I. Have you ever reported a concern to the City of Ames about any of these issues?

- 1. Yes →
- 2. No

I1. **IF YES**, were you satisfied with the results?

- 1. Yes
- 2. No

J. Please rate the quality of the following **Street Maintenance** features.

	Very Poor	Poor	Good	Very Good	Don't Use
1. Maintenance of bike path system (on street lanes & paths)	<input type="checkbox"/>				
2. Appearance of medians and parkways	<input type="checkbox"/>				
3. Condition of streets in your neighborhood	<input type="checkbox"/>				
4. Ice control at intersections	<input type="checkbox"/>				
5. Snow plowing in your neighborhood	<input type="checkbox"/>				
6. Snow plowing on major streets	<input type="checkbox"/>				
7. Street sweeping in business areas	<input type="checkbox"/>				
8. Street sweeping in your neighborhood	<input type="checkbox"/>				
9. Surface condition of major streets	<input type="checkbox"/>				

K. How OFTEN is the coordination between **Traffic Signals** effective? (Circle ONE response.)

- 1. Rarely effective
- 2. Sometimes effective
- 3. Often effective
- 4. Almost always effective
- 5. Don't know

L. Does **Ames Electric Services** provide electricity to your home?

- 1. Yes
- 2. No
- 3. Don't Know

L1. **If NO**, skip to Question P.

M. In the last 12 months, have you:

Yes          No

- |    |   |                          |                          |
|----|---|--------------------------|--------------------------|
| 1. | Experienced a power outage in your home?                  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Experienced a power surge that affected your electronics? | <input type="checkbox"/> | <input type="checkbox"/> |

N. Please rate how DISSATISFIED or SATISFIED you are with following aspects of **Ames Electric Services**.

	Very Dissatisfied	Somewhat Dissatisfied	Somewhat Satisfied	Very Satisfied	Does Not Apply
1. Being informed of progress restoring services	<input type="checkbox"/>				
2. Ease of reporting an outage	<input type="checkbox"/>				
3. Response of employees	<input type="checkbox"/>				
4. Time to restore service	<input type="checkbox"/>				
5. Electric rates	<input type="checkbox"/>				
6. Quality of power	<input type="checkbox"/>				

O. Ames Electric Services offers **SunSmart Ames**, a community solar farm project in Ames. Ames Electric Services customers may purchase shares of the project at \$240 per "Power Pack" and receive a monthly credit on their bills for 20 years. (More information at [www.CityOfAmes.org/Solar](http://www.CityOfAmes.org/Solar)). Are you participating?

- 1. Yes
- 2. No

O1. **If NO**, why not? (Circle ALL that apply.)

- 1. Too expensive
- 2. No interested in renewable energy
- 3. Short-term stay in Ames
- 4. Other (please specify) \_\_\_\_\_

P. In the last 12 months, how many times have you had any of the following **Drinking Water Service** problems?

	Never	1-2	3-6	7 or More	Does Not Apply
1. Disagreeable taste or odor	<input type="checkbox"/>				
2. Hard water	<input type="checkbox"/>				
3. Rust	<input type="checkbox"/>				
4. Sediment or cloudy appearance	<input type="checkbox"/>				
5. Soft water	<input type="checkbox"/>				
6. Too little pressure	<input type="checkbox"/>				
7. Too much pressure	<input type="checkbox"/>				

Comments on Drinking Water Services \_\_\_\_\_

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Q. Please rate your SATISFACTION with the following aspects of **Ames Water & Pollution Control Department** Services.

	Very Dissatisfied	Somewhat Dissatisfied	Somewhat Satisfied	Very Satisfied	Does Not Apply
1. Water rates	<input type="checkbox"/>				
2. Water quality	<input type="checkbox"/>				
3. Sewer rates	<input type="checkbox"/>				

R. In the last 12 months, have you experienced a **sanitary sewer backup** into your basement/home?

1. Yes →
2. No

R1. **IF YES**, did you report the problem to the city?

1. Yes →
2. No

R2. If YES, how satisfied were you with the response?

1. Very dissatisfied
2. Somewhat dissatisfied
3. Somewhat satisfied
4. Very satisfied

S. In the last 12 months, has **storm water flooded onto your property** from a city street?

1. Yes →
2. No

S1. **IF YES**, did you report the problem to the city?

1. Yes →
2. No

S2. **IF YES**, how satisfied were you with the response?

1. Very dissatisfied
2. Somewhat dissatisfied
3. Somewhat satisfied
4. Very satisfied

Comments on Ames Water & Pollution Control Department Services \_\_\_\_\_

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**CyRide** is the community-wide transit system serving both Iowa State University (ISU) and Ames. It is funded through the City of Ames (from property taxes), ISU Administration (from the general fund), and ISU students (from student fees). Eliminating the fare to ride CyRide is one way to encourage Ames residents to use public transit.

- T. On average, how many times per week do members of your household ride **CyRide**?
1. \_\_\_\_\_ times per week
  2. No one in my household rides CyRide

- U. If you do not currently use **CyRide**, what would make you consider using these services? (Circle ALL that apply.)
1. Service was provided to more areas of Ames
  2. Service was offered on my route longer during the day (earlier or later times)
  3. Service was more frequent on routes near me
  4. The fare when boarding the bus was lower
  5. The fare when boarding the bus was at no cost
  6. Nothing
  7. Other (specify) \_\_\_\_\_

Comments on CyRide \_\_\_\_\_

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Next, please provide your overall opinions about your use of city services.

A. Please rate how DISSATISFIED or SATISFIED you are with following aspects of **City of Ames Services**?

	Very Dissatisfied	Somewhat Dissatisfied	Somewhat Satisfied	Very Satisfied	Don't Know
1. Law enforcement services	<input type="checkbox"/>				
2. Fire and rescue services	<input type="checkbox"/>				
3. Electric services	<input type="checkbox"/>				
4. Drinking water system	<input type="checkbox"/>				
5. Sewer system	<input type="checkbox"/>				
6. Public nuisance enforcement (e.g., noise, over-occupancy, yard upkeep)	<input type="checkbox"/>				
7. Parks and recreation services	<input type="checkbox"/>				
8. Library services	<input type="checkbox"/>				
9. CyRide bus services	<input type="checkbox"/>				

Comments on City of Ames Services \_\_\_\_\_

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Programs and Services

A. Programs and services listed in the following table are paid with local option sales taxes or property taxes. **In 2025–2026, the City of Ames will spend the following amounts on providing services. In your opinion, should LESS, the SAME, or MORE funding be allocated to these areas?** (Mark ONE response for each program or service.)

	2025–2026 Approximate Tax Funding	Should the City spend...?		
		Less	Same	More
1. Arts programs (Public Art & COTA)	\$ 298,978	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Fire protection	\$ 6,907,726	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Human service agency funding (ASSET)	\$ 2,020,807	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Law enforcement	\$ 12,082,884	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Ames Animal Shelter & Animal Control	\$ 796,763	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Ames Public Library	\$ 5,420,555	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Land use planning (both current and long term)	\$ 1,152,104	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Parks and amenities	\$ 1,751,347	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Recreation opportunities	\$ 1,361,795	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. CyRide (public transit)	\$ 2,227,370	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Other (please specify _____)	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Analysis on Social Services Evaluation Team (ASSET) Funding

A. Please indicate if you have used any of the following human services. **In your opinion, should LESS, the SAME, or MORE funding be allotted to the following human services under ASSET?** (Mark ONE response for each program or service.)

ASSET funded services	Have you used this service?		Should the City spend...?		
	Yes	No	Less	Same	More
<b>Mental health and substance use disorder needs:</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Community-based & outpatient mental health services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Outpatient mental health/substance abuse emergency services or crisis intervention services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Awareness & education about suicide prevention & services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Substance-use prevention and treatment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Basic needs:</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Housing and emergency sheltering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Housing cost-assistance programs including utility assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Food assistance for nutritious perishables and staples	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ASSET funded services	Have you used this service?		Should the City spend...?		
	Yes	No	Less	Same	More
8. Quality childcare assistance programs, including daycare and licensed in-home facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Medical and dental services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Financial literacy and education programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Transportation programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Legal assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Disaster response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Youth development services and activities:</b>					
14. Skill development and enhancement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Summer enrichment/prevention of loss of learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- B. Using the item number from Question A, which human services (items 1 to 15) should be the...
- Highest priority? \_\_\_\_\_
  - Second highest priority? \_\_\_\_\_
  - Third highest priority? \_\_\_\_\_

- C. The City Council has approved a **five-year Capital Improvements Plan** that defines more than \$458 million in projects. How UNIMPORTANT or IMPORTANT is it that the following projects are included in the Capital Improvements Plan?

	Very Unimportant	Somewhat Unimportant	Somewhat Important	Very Important	Don't Know
1. Improvements to existing parks	<input type="checkbox"/>				
2. Improvements to existing recreational facilities (e.g. aquatic center, auditorium, etc.)	<input type="checkbox"/>				
3. Off-street bike facilities (commuter) improvements	<input type="checkbox"/>				
4. Greenway trails (recreational) improvements	<input type="checkbox"/>				
5. Reconstructing existing streets	<input type="checkbox"/>				
6. Stormwater drainage improvements	<input type="checkbox"/>				
7. Traffic flow improvements	<input type="checkbox"/>				
8. Energy-efficient upgrades to municipal buildings	<input type="checkbox"/>				
9. Sustainable solutions incorporated to the above projects	<input type="checkbox"/>				
10. Other (please specify) _____	<input type="checkbox"/>				

- D. Using the item number from Question D, which category (items 1 to 10) should be the...
- Highest priority? \_\_\_\_\_
  - Second highest priority? \_\_\_\_\_
  - Third highest priority? \_\_\_\_\_

- E. The city property tax levy for the next year is \$10.30 per \$1,000 of taxable valuation. This means that the city portion of the property tax on a \$100,000 home in Ames is about \$489 after rollback. **Given your spending preferences, what should be the adjustment in property taxes next year? (Circle ONE response.)**

- Substantial decrease
- Modest decrease
- No change
- Modest increase
- Substantial increase

Residential preferences for City communications

A. Which of the following sources of information do you use and how helpful are they?

	Not Helpful	Somewhat Helpful	Very Helpful	Don't Use
1. City of Ames website (www.CityOfAmes.org)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Ames Television/Cable TV 12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Ames Tribune newspaper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Iowa State Daily newspaper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Des Moines Register newspaper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. KASI/KCCQ radio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. KHOI Community Radio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. CitySide - utility bill insert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Facebook – City of Ames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Instagram – City of Ames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. X/Twitter – City of Ames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Threads – City of Ames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Nextdoor – City of Ames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. LinkedIn – City of Ames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Other (Please specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. How would you prefer to learn about construction projects, programs, and meetings in your area? (Please select top three.)

- |                     |              |                 |                           |
|---------------------|--------------|-----------------|---------------------------|
| 1. Hard-copy letter | 4. Radio     | 7. Social media | 9. City of Ames app       |
| 2. Door hanger      | 5. Newspaper | 8. Text         | 10. Other (specify) _____ |
| 3. Website          | 6. E-mail    |                 |                           |

C. Would you use a City of Ames app that supplied information about City news, construction, projects, programs, & meetings?

1. Yes                      2. No

The next section asks for your overall comments and ratings.

A. Please rate the overall quality of services you receive from the City of Ames. (Check ONE)

<u>Very Poor</u>	<u>Poor</u>	<u>Good</u>	<u>Very Good</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. On **what other issue(s)** do you think the City should focus its attention? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

C. What's the **best thing** about living in Ames? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Sustainability

- A. Are you familiar with the **City’s Climate Action Plan** accepted by City Council in June 2023?  
 1. Yes            2. No

- B. Please select the **three most important climate action steps** for Ames:
- |   |   |
|---|---|
| 1. Increase wind and solar generation as part of Electric Services renewable energy portfolio | 5. Retrofit municipal/City buildings                          |
| 2. Waste-to-energy improvements/reducing waste emissions                                      | 6. Electrify the municipal fleet (non CyRide)                 |
| 3. Net zero and net zero-ready (NZR) new construction   | 7. Create a Mayor’s climate action plan leadership task force |
| 4. Retrofit existing buildings  | 8. Other _____  |

- C. Which of the following do you think is the **biggest reason** to commit to environmental sustainability? (Please choose one.)
1. To provide a sustainable environment for future generations
  2. For a better quality of life
  3. To stabilize or reduce the cost of food and utilities, etc.
  4. Environmental sustainability isn’t important to me
  5. Other \_\_\_\_\_

Sense of Community (personal relationships, social network support, civic engagement, levels of safety, and shared values and norms)

- A. How many of your neighbors do you know?
- |                       |                 |
|-----------------------|-----------------|
| 1. None of them       | 4. Most of them |
| 2. A few of them      | 5. All of them  |
| 3. About half of them |                 |
- B. How strong is the sense of community in your neighborhood?
1. Not at all strong
  2. Not so strong
  3. Somewhat strong
  4. Very strong
  5. Extremely strong

C. Please indicate your level of agreement with the following community involvement statements.	Strongly Disagree	Somewhat Disagree	Somewhat Agree	Strongly Agree	Don't Know
1. Issues facing my community are important to me	<input type="checkbox"/>				
2. I am knowledgeable about the issues facing my community	<input type="checkbox"/>				
3. I am engaged in addressing the issues facing my community	<input type="checkbox"/>				
4. I currently support nonprofit organization(s) with financial contributions	<input type="checkbox"/>				
5. I currently volunteer on a Board or Commission of an Ames organization	<input type="checkbox"/>				
6. I currently volunteer for a nonprofit organization serving Ames	<input type="checkbox"/>				
7. I served or considered serving on a City Board or Commission	<input type="checkbox"/>				
8. Language barriers make it difficult to be involved in the community	<input type="checkbox"/>				

D. Considering your experiences over the past 12 months, please indicate your level of agreement with each of the following statements.	Strongly Disagree	Somewhat Disagree	Somewhat Agree	Strongly Agree	Don't Know
1. I feel valued as an individual in the Ames community.	<input type="checkbox"/>				
2. I feel I belong in this town.	<input type="checkbox"/>				
3. Ames has a strong commitment to diversity, equity, & inclusion.	<input type="checkbox"/>				
4. I am treated with respect in this town.	<input type="checkbox"/>				
5. I feel Ames is a place where I could perform up to my full potential.	<input type="checkbox"/>				
6. I found one or more organizations in this community where I feel I belong.	<input type="checkbox"/>				

E. What, if anything, could be done to enhance your **sense of belonging** as an Ames resident? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

In this last section, please tell us about yourself so that we will know if we have reached a representative sample of Ames residents.

A. How many **years have you lived** in Ames? \_\_\_\_\_

B. What is your **age**? \_\_\_\_\_ years

C. What is your **gender**?

- 1. Male
- 2. Female
- 3. Non-binary/third gender
- 4. Prefer to self-describe \_\_\_\_\_
- 5. Prefer not to answer

D. What is your **race**?

- 1. White
- 2. African American/Black
- 3. American Indian/Alaska Native
- 4. Asian
- 5. Native Hawaiian/Other Pacific Islander
- 6. Other \_\_\_\_\_
- 7. Prefer not to answer

E. Are you **Hispanic or Latino**?

- 1. Yes \_\_\_\_\_
- 2. No \_\_\_\_\_
- 3. Prefer not to answer \_\_\_\_\_

F. What is your highest **level of formal education**?

- 1. Less than high school diploma
- 2. High school diploma or GED
- 3. Some college
- 4. Undergraduate degree
- 5. Some graduate work
- 6. Graduate degree

G. Are you currently a **full-time student** at Iowa State University?

- 1. Yes \_\_\_\_\_
- 2. No \_\_\_\_\_

H. What is your current **employment status**? (Circle ALL that apply.)

- 1. Employed full time
- 2. Employed part time
- 3. Retired
- 4. Full-time homemaker
- 5. Not employed
- 6. Other \_\_\_\_\_

I. Do you **RENT** or **OWN** your home?

- 1. Rent
- 2. Own
- 3. Other (specify) \_\_\_\_\_

I1. For what reasons do you rent? (Circle ALL that apply.)

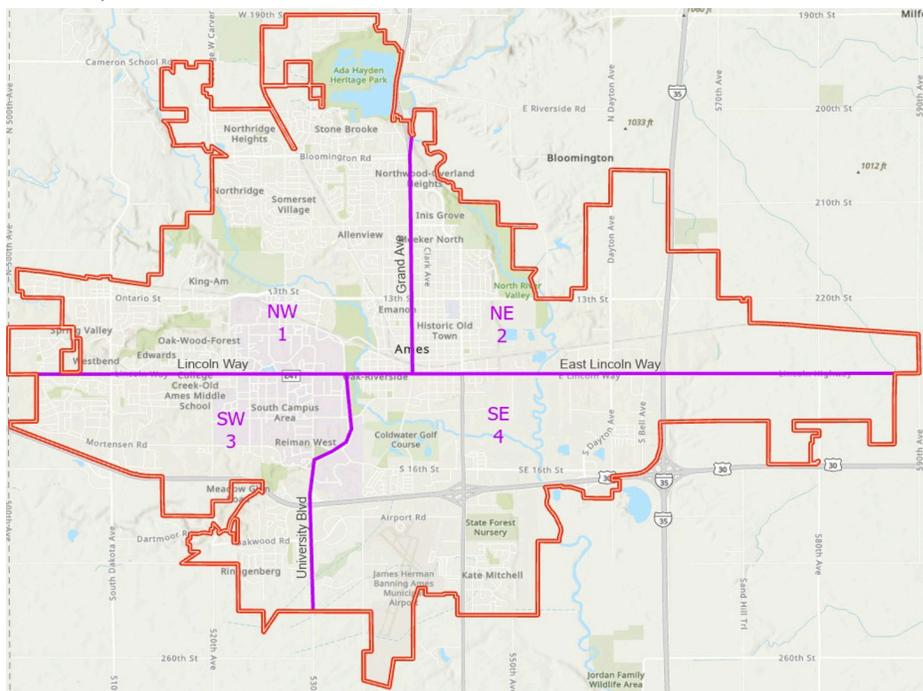
1. Short-term stay in Ames	4. Lack of adequate income
2. Little or no upkeep	5. Other (please specify)
3. More security	_____

J. **Income level** is requested in order to understand how household needs differ based upon income. Circle the number for the category that best estimates your 2024 total household income (before taxes).

- |                    |                    |                        |                        |
|--------------------|--------------------|------------------------|------------------------|
| 1. Under \$25,000  | 3. \$50,000–74,999 | 5. \$100,000–124,999   | 7. \$150,000–\$199,999 |
| 2. \$25,000–49,999 | 4. \$75,000–99,999 | 6. \$125,000–\$149,999 | 8. \$200,000 or more   |

K. In which part of Ames do you live? (Circle ONE.)

- 1. **Northwest** (North side of Lincoln Way and streets to the north; west side of Grand Avenue and streets to the west).
- 2. **Northeast** (North side of Lincoln Way and streets to the north, east side of Grand Avenue and streets to the east)
- 3. **Southwest** (South side of Lincoln Way and streets to the south; west side of University Boulevard and streets to the west).
- 4. **Southeast** (South side of Lincoln Way and streets to the south; east side of University Boulevard and streets to the east).



L. **We would appreciate any additional comments you would like to provide:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you for contributing your time and making a difference in your community!  
Return your questionnaire in the enclosed, postage-paid envelope  
OR deliver it to City Hall, 515 Clark Ave.

ITEM #: 39  
DATE: 03-10-26  
DEPT: P&R

## COUNCIL ACTION FORM

**SUBJECT: FITCH FAMILY INDOOR AQUATIC CENTER BID PACKAGE 22-1 - CHANGE ORDER #8**

### **BACKGROUND:**

On January 23, 2024, the City Council approved the award of contracts for construction of the Fitch Family Indoor Aquatic Center. Since the City elected to use a Construction Manager (CM) approach for this project, 14 different bid packages were issued for prospective bidders. As a reminder, this approach is different from bidding under the General Contractor (GC) method, where one bid package would have been distributed, and each bidder would be responsible for the various subcontractors. Thus, with 14 bid packages, the City entered into a contract with each of the 14 successful bidders which are referred to as Prime Contractors.

This change order is related to the Fitch Family Indoor Aquatic Center - Building Support Area (BSA), which includes general storage, a receiving area, and maintenance office/work room. **When designing the building, staff informed the Architect, RDG Planning and Design (Architect), that this area was to be an open space. Items to be stored in the area include, but are not limited to, a desk, chair, filing cabinets, shelving to store cleaning supplies, chemicals and items for the building, a floor scrubber, riding snow tractor and shovels, and open area for receiving items for the building.**

During a building walk-through in October 2025, staff noticed housekeeping pads were poured in the BSA and asked what the pads were for. Staff was told they were for water heaters (2), water softeners (2), water expansion tank (1), and a heat exchanger. **These items would occupy most of the wall space where staff was planning to put shelving to store the items listed above. Additionally, staff was also told that some of the control panels to be installed in the Electrical Room would need to be installed in the BSA, which would take up any remaining wall space.**

**The Architect was told by staff that the addition of this equipment in the BSA would fundamentally change the operations of the building as items planned to be stored in this space would now need to be stored elsewhere.**

On November 4, 2025, staff sent an email to the Architect reiterating the intent was to use this space for a desk and chair, tool chest, workbench, floor scrubber, snowblower, power washer, shelving, pool chemicals, cleaning supplies, facility maintenance items (parts & supplies), tables and chairs (when not in use) for the multipurpose rooms, minimum of three 96 gallon containers (2 for trash, 1 for recyclables), space to unload deliveries, and areas to accommodate future needs. The Architect then asked for dimensions of each of these items. Staff did not respond as the remaining space with the poured pads in the BSA was not big enough to utilize it as intended.

**Staff directed the Architect and Construction Manager to come up with options to keep the space open as intended. Three options were suggested to staff:**

1. Relocate the water softeners from the east wall of the BSA to the south wall of the BSA.
2. Relocate the heat exchanger from the west wall of the BSA to the Aquatic Mechanical Room.
3. Relocate the water expansion tank from the west wall of the BSA and hang it from the ceiling in the southeast corner of the BSA.

**The cost of these recommendations total \$59,102 and is split across five contractors:**

1. All Star Concrete (Bid Package 03-1) - \$7,855
2. Sande Construction & Supply (Bid Package 13-1) - No cost change
3. Midwest Automatic Sprinkler (Bid Package 21-1) - No cost change
4. Brockway Mechanical & Roofing (Bid Package 22-1) - \$44,749
5. Van Maanen Electric Inc. (Bid Package 26-1) - \$6,498

Only the Brockway Mechanical & Roofing change order requires Council approval. The others were approved administratively.

**Although the relocation of the equipment above did not free up the entire space in the BSA, it is better than what it was.** Some items (tables and chairs) will still need to be stored in other areas of the building.

A Construction Change Directive (CCD) was issued on November 24, 2025 so the contractors could begin the work so as to not delay the overall project. **Staff does not believe the cost of these changes are the responsibility of the City due to the aforementioned information. The Architect believes they are not responsible for the cost of the changes as the equipment was shown on the Construction Drawings and approved by the City.** Staff will continue to work with the Architect to reach a resolution on who is responsible and who should cover the cost of the change order.

#### **BID PACKAGE 22-1 CHANGE ORDERS:**

Bid Package 22-1 (Plumbing and HVAC Work) was awarded to Brockway Mechanical & Roofing Co., Inc., Des Moines, Iowa. The award included the Base Bid plus Alternate #1 to add two multipurpose rooms, a walking area, and two gender neutral restrooms, in the amount of \$4,184,363. Thus far, seven change orders have been approved for this bid package:

Change Order #1 was approved by staff for updating the hydronic pumps flow in the deduct amount of \$2,320.

Change Order #2 was approved by the City Manager for Iowa Department of Public Health (IDPH) permit related items, relocation of storm drain during excavation, modifications made to the mechanical louvers and changes to glycol feed dual pump in the amount of \$38,702.

Change Order #3 was approved by the City Council for approval. This change order, for changes to the CO2 tanks and Authority Having Jurisdiction (AHJ) modifications required as it relates to the use of bulk CO2 tanks in the amount of \$12,033.

Change Order #4 was approved by staff to add a float switch alarm to the pool trench drain pit in the amount of \$2,318.

Change Order #5 was approved by staff to change the configuration of changing 108F to a roll-in shower enclosure in the amount of \$7,180.

Change Order #6 was approved by staff for changes, including adding fans, to the Aquatic Storerooms HVAC system in the amount of \$6,626.

Change Order #7 was approved by staff to add piping insulation to the interior storm piping run in Aquatic Storeroom 113D to prevent condensation in the amount of \$1,141.

**Change Order #8 has been prepared and is now presented to the City Council for approval. This change order, in the amount of \$44,749, includes changes to relocate numerous mechanical equipment as described above to gain storage space in BSA, Room 110.**

The City's purchasing policy allows staff to approve change orders up to a cumulative total of \$50,000. Since the absolute value of the three change orders is over \$50,000, Change Order #8 needs Council approval. A summary of the costs for Bid Package 22-1 is shown below:

Summary of Bid Package 22-1, Plumbing & HVAC Work

<b>Original Contract Amount</b>		<b>\$ 4,184,363</b>
Change Order #1	Hydronic Pump Flow Changes	(2,320)
Change Order #2	IDPH Permit Review Updates, Storm Drain Relocation, Mechanical Louver Modification, & Glycol Feed Dual Pump	38,702
Change Order #3	Pool CO2 & AHJ Modifications	12,033
Change Order #4	Pool Trench Drain Float Alarm	2,318
Change Order #5	Changing 108F Shower Mods	7,180
Change Order #6	Aquatic Storerooms HVAC	6,626
Change Order #7	Aquatic Storeroom 113D Piping Insulation	1,141
Change Order #8	Mechanical Equipment Relocates	44,749
<b>New Contract Value</b>		<b>\$ 4,294,792</b>

**ALTERNATIVES:**

1. Approve Fitch Family Indoor Aquatic Center Bid Package 22-1 Change Order #8 to Brockway Mechanical and Roofing in the amount of \$44,749.
2. Do not approve Fitch Family Indoor Aquatic Center Bid Package 22-1 Change Order #8 to Brockway Mechanical and Roofing.
3. Refer back to staff.

**CITY MANAGER'S RECOMMENDED ACTION:**

**Change order #8 for Bid Package 22-1 (Plumbing & HVAC Work) is being presented to City Council for approval even though a resolution as to whom is responsible for payment has not been reached.** The Construction Change Directive was issued on November 24, 2025 and Brockway Mechanical has completed the work. The City has an obligation to pay Brockway Mechanical per the contract and there is no reason to withhold payment.

**The ongoing issue relates to who is responsible for covering the cost of the \$59,102 CCD change orders.** Neither party - City staff or the Architect - believes it is their responsibility to cover the cost of the work. Negotiations are ongoing between the two parties. In the meantime, it is the recommendation of the City Manager to approve Alternative #1 as stated above.

**ATTACHMENT(S):**

[Fitch Family Aquatic Center CCD November 2025.pdf](#)



Story Construction Co.
2810 Wakefield Circle
Ames, Iowa 50010
Phone: (515) 232-4358

Project: 23401-01 - Fitch Family Indoor Aquatic Center
115 N Elm Avenue
Ames, Iowa 50010

Prime Contract Potential Change Order #069: Mechanical Equipment Relocated (PR-29)

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, STATUS, CREATED DATE, REFERENCE, LOCATION, SCHEDULE IMPACT, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Mechanical Equipment Relocated (PR-29)

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Summary: The City needs to gain storage space in Maintenance 110. CCD-010 was released to the contractors to allow them to proceed with moving the following equipment: Heat Exchangers HX-1/HX-2, Backflow Preventer BFP-1, Expansion Tank ET-1, Controls Panel DDC-1, Water Softener WS-1, CO2 Tanks and Chemical Controllers. PR-29 was released as a formal record of the design change.

Revisions to the work of Bid Package Contractors are as follows:

Bid Package No. 03-1 -- All Star Concrete: \$7,855

- 1. Remove existing housekeeping pads for HX-1/HX-2, ET-1 and WS-1 and repair slab flush and similar finish as adjacent slab.

Bid Package No. 13-1 -- Sande Construction & Supply: No cost change

- 1. Relocate CO2 tank and 2 EA 50lb supplemental tanks.
2. Relocate Chemical Controllers.

Bid Package No. 21-1 -- Midwest Automatic Sprinkler: No cost change

- 1. Please review equipment relocations for reference.

Bid Package No. 22-1 -- Brockway Mechanical & Roofing: \$44,749

- 1. Relocate equipment as noted.
2. Add steel support for suspended ET-1

Bid Package No. 26-1 -- Van Maanen Electric Inc.: \$6,498

- 1. Relocate any existing electrical to accommodate revised equipment layout.

Reference Materials: CCD-010 Mechanical Equip Revised Locations; PR-29 Mechanical Equip Move (notes)

Provide all work in accordance with the contract documents and any attachments or reference materials.

Please review the above proposed change and determine the impact on your work. This Request for Pricing is intended to provide clarification and revisions to the Bid Packages listed, however if you feel the proposed changed and/or attachments also impact your contract and result in a change to your scope of work, you are instructed to prepare a cost impact proposal. Responses and proposals are to be returned to Story Construction in (10) days, unless other arrangements have been agreed to. Lack of response within this time period will be considered no change in cost and claims for additional cost or time for these changes will not be honored if submitted after the allotted time.

CONTRACTOR'S PROPOSAL/RESPONSE must include an itemized breakdown of costs (to include a breakdown of labor, including man-hours and rates, material, equipment, subcontractor, supplier, overhead and profit) as described in Section 00 72 00 GENERAL CONDITIONS -- ARTICLE 7.2.1 and Section 01 2600 CONTRACT MODIFICATION PROCEDURES.

Mark-ups per project specification: Self-Performed Work (10%), Subcontractor Work (5%), and Bond (based on actual rate), with overall proposal mark-up not to exceed 15%.

Include any comments or remarks and advise if proposed change affects contract time.

This is not a Change Order, a Construction Change Directive or a direction to proceed with the work described. An itemized proposal must be submitted to Story Construction Co. and approved by all parties before proceeding with the work described.

**ATTACHMENTS:**

[26-0112 PR-029 Mechanical Equip Move \(notes\).pdf](#) [\\_CCD-010 Mech Equip Rvsd Locations.pdf](#) [\\_BP 03-1 All Star CE069 Proposal final.pdf](#) [\\_BP 22-1 BMR CE069 Proposal.pdf](#) [\\_BP 26-1 VME CE069 Proposal.pdf](#)

THE CITY AND RDG ARE DETERMINING WHO IS RESPONSIBLE FOR THIS PAYMENT.

**Travis Holzer (RDG PLANNING & DESIGN)**

301 GRAND AVENUE  
DES MOINES, Iowa 50309

- Recommend Acceptance
- Recommend Rejection

**CITY OF AMES**

515 Clark Avenue  
Ames, Iowa 50010

- Accepted
- Rejected

**STORY CONSTRUCTION CO.**

2810 WAKEFIELD CIRCLE  
AMES, Iowa 50010

  
SIGNATURE 1/27/26  
DATE

  
SIGNATURE 2/26/26  
DATE  
KEITH ABRAHAM, COA

  
Deb Thurmond, Assistant PM 01/22/2026  
SIGNATURE DATE

ITEM #: 40  
DATE: 03-10-26  
DEPT: ELEC

## COUNCIL ACTION FORM

**SUBJECT: RAPID NEEDS PURCHASE FOR DAYTON AVENUE SUBSTATION TRANSFORMER**

### **BACKGROUND:**

During a routine weekly inspection in September 2025, it was noted that there was a significant oil leak from the Dayton Avenue 69 kV-13.8 kV transformer. This transformer is the main transformer that feeds the City's Industrial load, including customers such as Amcor, Danfoss, and 3M. The load was temporarily shifted to two other transformers within the same substation.

While these two other transformers are the contingency plan for this type of emergency, they are not intended to handle this extra load for an extended duration. **Returning the main transformer back to service as soon as possible was essential to allow the load to be distributed back to normal levels and prevent damage to the backup transformers, one of which is due for its own repair work.**

After taking the transformer offline, staff was able to investigate further. It was discovered that the transformer was losing up to eight gallons of oil per day and all the bushing gaskets needed to be replaced. Because the bushings are mounted on a horizontal plane, safe oil levels could not be maintained if the transformer was put back online. As a result, the decision was made to drain oil down below the leak and place a nitrogen blanket on top. In an effort to slow the nitrogen from leaking out just as fast, external sealing materials were also placed.

A transformer service company was needed to respond as quickly as possible to fix the leak on the transformer. Obtaining responses for the work was difficult due to the demand during this time of year. Most utilities have substation transformer service contractors booked for maintenance after the summer months. The following companies were contacted: Delta Star, TLS, RMS Energy, and Waukesha. **RMS Energy was the only company to provide a proposal and the ability to schedule the work within a reasonable time.**

Because the oil had to be drained to stop the leak, and the rest of it was needed to be drained to facilitate the gasket replacements, the oil needed to be reconditioned and processed in addition to the seal replacement. The quote was found to be reasonable, considering similar amounts have been paid for scheduled work in the past, including months of preparation that were similar in scope.

**City staff decided to implement Rapid Needs Purchases for the materials and repair of the transformer. Per the Purchasing Policies & Procedures, a "rapid-need situation" occurs when materials and/or services could not have been predicted and must be procured in less than the normal allotted time to continue service to the public.**

**The City's Purchasing Policies & Procedures state that "if the cost of purchases related to [an] emergency or rapid need is \$50,000 or more, the using department shall**

**maintain records” of the expenditure. The policy further states that the using department “shall report the situation and related expenses to the City Manager for presentation to the City Council. The report shall be in a format as directed by the City Manager.”**

Following the authorization of this "Rapid Needs" purchase by the City Manager's Office, a purchase order was issued to RMS Energy in a not-to-exceed amount of \$80,987.23. On Friday, October 3, 2025, RMS Energy mobilized and completed repairs over the following three days. After completing all tests, the moisture levels were higher than anticipated, despite the use of a nitrogen blanket. An additional day of heating the oil during processing was required to remove the moisture from the oil, ensuring safe operation. On Monday, October 6, the City Manager's Office authorized change order #1 in the amount of \$13,375, the extra cost incurred for heating the oil for an additional day. The total cost after change order #1 was \$94,362.23.

After that repair took place, initial testing did not show any leakage. However, after the was energized, heated up, and operated under pressure for four days, another gasket (a tap-changer gasket rather than a bushing gasket like those initially replaced) began leaking. Further evaluation determined that all replaceable seals within the transformer needed to be replaced.

On November 10, 2025, the City Manager's Office authorized a second change order to drain the oil, replace all the replaceable seals, and return the reconditioned oil to the transformer. **The second change order was in the amount of \$127,318.23, for a total cost of \$221,680.46.** All repairs have been completed, and the transformer is back in service. **A lesson learned from this event will be to implement a new procedure: when gasketed seals are opened, all seals will be replaced to ensure that there is no possibility of a need to drain the transformer twice for leaking seals.**

**The repair costs will be paid from the equipment repairs account where there is a total of roughly \$320,000 for these types of repairs.** Originally, the FY 2025/26 budget included enough funds to perform oil conditioning services for two transformers (DA6T4 and DA6T2). The emergency repairs for DA6T4 included in this CAF exhausted all of the original funds. To continue as planned and perform the services to DA6T2, additional funds will be reallocated to this the account during FY 2025/26 budget adjustments. DA6T2 servicing is planned to be performed later this fiscal year.

#### **ALTERNATIVES:**

1. Accept the report of the rapid needs purchase for repairs to transformer DA6T4 at a cost totaling \$221,680.46.
2. Refer this item to staff for further information.

**CITY MANAGER'S RECOMMENDED ACTION:**

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

ITEM #: 41  
DATE: 03-10-26  
DEPT: ELEC

## COUNCIL ACTION FORM

**SUBJECT: FY 2026/27 NATURAL GAS SUPPLY FOR ELECTRIC**

### **BACKGROUND:**

The two boilers at the Power Plant are primarily fired by natural gas. The natural gas, along with refuse-derived fuel (RDF), are combusted to generate electricity. When in operation, Unit #7 typically combusts 8,000 MMBtu of natural gas per day, while Unit #8 typically combusts 12,000 MMBtu of natural gas per day. To reduce pricing volatility inherent in the daily gas market, the City has entered into gas contracts of various lengths. The contract has created efficiency, flexibility, and affordability in the purchase of a valuable commodity, ensuring that the City has reliable service while creating stable generation costs.

With the current contract expiring on June 30, 2026, City staff must secure a price and add additional supply to the existing contract in the next few months. **The challenge in arranging a contract extension or soliciting bids for a new gas contract is determining the price at which to commit. In the natural gas market, quoted prices expire within a 24-hour period, which is less time than is necessary to provide notice of a City Council meeting and approve the contract.**

When staff negotiated the original contract, the process was handled similarly to the sale of the City's bonds. The Council Action Form did not have prices, nor did it identify the preferred supplier. Bidders faxed their prices to staff hours before the City Council meeting and a summary report was handed out during the Council meeting where a decision was made. Although this approach provides competitive pricing between several suppliers at a single point in time, repeating this approach may lock the City into a price that could have been much lower if solicited at a different time of the year.

**Since the end of the first contract, Council has authorized the Director of Electric Services the discretion to commit the City to natural gas contract extensions within defined price cap or budgetary restrictions.** For example, the approved FY 2025/26 operating budget includes \$17,600,000 for the purchase of natural gas, transportation, gas management and related services to operate the Power Plant.

The existing gas contract went through calendar year 2025 plus a yearly transportation cost of \$10,600,000. This left roughly \$7,000,000 to cover the remaining natural gas purchases needed from January 2026 to June 2026. Council approved purchasing gas up to the remaining budgeted amount of \$7,000,000.

This approach proved to be quite effective! **Staff was able to contract the remaining needed natural gas for relatively lower prices and save over \$1,500,000 in natural gas expenses over that time period.**

**For the 2026/27 fiscal year, staff is proposing to repeat the method used in 2023, 2024 and 2025, which allowed the Director of Electric Services to obligate the City to**

purchase natural gas at or below the Council-authorized cap. Again, this could be a price per dekatherm cap or a budgetary cap.

As these prices fluctuate between Council meetings, staff is requesting the authority to commit the City to extensions as short as a month, at fixed prices and fill in small incremental needs with daily spot-priced purchases. The goal is to avoid energy cost increases to electric customers due to high natural gas prices, but continue to purchase gas to burn refuse derived fuel. At current natural gas contract prices, keeping cost contained is dependent on the length of the contract, market timing, and the amount of gas purchased.

It is important to note that the daily gas allotment, if unused by the Electric utility due to scheduled or unscheduled outages, can be sold back to the market at spot prices. At times when the gas can be sold back and spot prices are high, this can be advantageous to the Electric utility. However, if the spot prices are very low, then the gas must be sold by the Electric utility to the market at a loss.

#### **ALTERNATIVES:**

There are several alternative strategies that could be pursued to purchase the natural gas, each of which has different advantages and disadvantages. **Under each alternative, the City Council would authorize staff to approve extensions to the contract with Macquarie Energy LLC, Houston, TX, to extend the existing natural gas supply contract for a term of not more than six months in daily, monthly, or seasonal increments, for the gas quantities described in each alternative.**

If staff is authorized to approve such extensions, staff would then report back to the City Council after each extension has been agreed to by staff. The alternatives are:

#### **ALTERNATIVE# 1: Purchase 8,000 MMBtu/day and possibly diverting haulers directly to Boone County Landfill approximately 2 days/week**

In this option, enough gas would be purchased to guarantee the continual operation of Unit #7. This would allow approximately 24,000 tons of RDF to be consumed by the Power Plant, at a minimum. **The additional tons not burned at Electric Services would result in garbage haulers being diverted to the landfill when the tipping floor and/or storage bin become full. These diversions would have the negative impacts to the haulers, Boone County Landfill, and the Resource Recovery operation.**

If the 8,000 MMBtu/day could be secured at the anticipated average price of \$4.25/MMBtu, the Electric Fuels budget for natural gas would have approximately \$890,000 in savings in FY 2026/27.

**This option results in the least potential for electric bill increases because the cost to purchase natural gas would be less than the budgeted amount. However, this alternative results in a greater amount of material being sent to the landfill, impacting the haulers, Resource Recovery, and Boone County.**

#### **ALTERNATIVE# 2: Purchase gas only on the spot market (no secure gas contract) and possibly diverting haulers directly to Boone County Landfill approximately 2**

## days/weekly

This option would eliminate the use of a secure contract and would require the daily gas needs to be purchased on the spot gas market. **The Electric Utility would be subject to considerable volatility in gas prices, particularly in the winter months when demand for gas is the highest.** It is not possible to project the potential cost to customers for this alternative.

Because of the time required to startup and shutdown the Electric boilers and Resource Recovery operation, it would not likely be feasible to plan for purchasing electricity on the market when electric grid prices are low. **Therefore, this option exposes the City to extreme volatility with little potential benefit. The only real benefit that can be seen today is that spot gas prices have remained below \$3/MMBtu since early February 2026. To "cap this risk", staff would set a ceiling price (suggesting \$6/MMBtu), where if the spot price was exceeded, gas would not be purchased for that day, and haulers would be diverted.**

If the 8,000 MMBtu/day could be secured on the spot market at an anticipated blended price of \$3.25/MMBtu, the Electric Fuels budget for natural gas would have a savings of \$3,810,000 in FY 2026/27.

**With some increased risk, this option results in the greatest potential for lower electric bills, but results in a greater amount of material being sent to the landfill, impacting the haulers, Resource Recovery, and Boone County when spot gas exceeds \$6/MMBtu.**

**ALTERNATIVE# 3: Blend Alternatives #1 and #2; securing enough firm gas to burn some RDF every day and increase burning when spot gas is more cost effective.**

The purchasing strategy under this alternative would be to purchase 6,000 - 8,000 MMBtus on a firm basis in the winter. As spring and summer approach, the amount of firm gas that is purchased would be 4,000 MMBtu. Regardless of the season, if spot market pricing is favorable, additional gas could be purchased to increase the RDF consumption. This approach lowers the amount of firm gas the utility would have to sell in the event of an unplanned outage compared to the amount of firm gas purchased in the expiring contract. Lowering the amount of firm gas purchased minimizes the potential for selling unused gas at a loss during the seasons when spot gas is likely to be least costly. **This is the option that was approved by Council last November, and once executed, was able to save over \$1,500,000 from the approved FY 2025/26 budget.**

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

During the initial years of operating using natural gas, the City benefited from extremely advantageous guaranteed natural gas prices. Natural gas futures pricing has since escalated considerably. There does not appear to be a risk-free option available to the City Council since the strategy with the least impact to electric customers, also has the highest impact to Resource Recovery System, and vice versa.

**Staff believes the best strategy is Alternative No. 3,** which calls for a blended cost, and secures enough natural gas on contract to burn the majority of the RDF that could be consumed in a typical year. Under this alternative, staff will continue to pursue options for

reducing the volume of waste received through recycling and other waste diversion programs.

**Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 3, thereby authorizing the Electric Director to approve extensions to the contract with Macquarie Energy LLC, Houston, TX, to amend the existing natural gas supply contract over the coming fiscal year at prices to achieve a total cost of not more than \$13,300,000.**

Staff Report

## DEVICE DELIVERY SELLER PERMITS

March 10, 2026

### BACKGROUND:

At its meeting on January 27, 2026, the City Council directed staff to place a memo regarding Device Delivery Seller Permits on a future agenda for consideration (original memo attached).

During the 2024 legislative session, the State of Iowa enacted Senate File 345, which regulates and taxes on certain glass- or metal-based smoking devices. These devices are defined as equipment or products made wholly or partly of glass or metal that are designed for inhaling—through combustion—tobacco, hemp, other plant materials, or controlled substances. Vapor products and certain traditional smoking products (e.g., briar or corn-cob pipes) are excluded from this definition.

As of January 2025, any retailer who intends to sell these devices to Iowa consumers via delivery must obtain a Device Delivery Seller Permit from the Iowa Department of Revenue. To obtain a Device Delivery Seller Permit, a retailer must already hold the following permits or licenses:

- Sales Tax Permit
- Tobacco Retailer License
- Device Retailer Permit (allows for the sale of devices in-store)
- Delivery Seller Permit (allows for the delivery of nicotine or vapor products, but not the devices themselves)

The application must include business information, permit type, business location, and identification of principal officers or partners, as outlined in Iowa Administrative Code 701—235.3.

Retailers selling these devices are also subject to a 40% excise tax on the sales price, in addition to standard sales and use tax.

**While the Device Delivery Seller Permit is issued by the Iowa Department of Revenue, cities may choose to:**

- **Agree to consider an application for each Device Delivery Seller Permit which is submitted,**
- **Establish zoning or land-use restrictions,**
- **Decline to take action, allowing state permitting to proceed without local involvement.**

**The municipality has the authority to deny each application for a permit. However, once**

**a Device Delivery Seller Permit is applied for, the permit fee is not refundable should the permit be denied or revoked or cancelled at a later time.** The permit fee is currently \$1,500.

To date, the City has not received any applications for the delivery permit. However, there are seven permitted device retailers in Ames who could potentially apply.

**OPTIONS:**

1. The City Council can agree to consider, on a case-by-case basis, any Device Delivery Seller Permit application which is submitted.
2. The City Council can agree that a business owner can bring a Device Delivery Seller Permit application to the City for consideration, but the City Council should first establish a policy upfront that the City Council intends to deny all applications brought before them.

Staff believes that under this option the City Council also should direct staff to notify businesses seeking a Device Delivery Seller Permit from the City of this new policy so they do not apply for the permit before the City Council and forfeit the \$1,500 application fee.

3. Decline to take action, allowing the State permitting to proceed without local involvement.

**STAFF COMMENTS:**

**The major policy decisions regarding this new permit are 1) does the City Council support the sale of certain glass- or metal-based smoking devices and, if so, 2) what level of involvement does the City Council want in this permit approval process?**

**If the City Council supports the delivery of these devices in the City and would like to participate in the approval of these applications, then Option1 should be supported.**

**If the City Council opposes the delivery of these devices in the City under any circumstances, yet still wants to go on record opposing the individual applications, then Option 2 should be supported.**

**If the City Council would prefer not to become involved in approval process for these applications, then Option 3 should be supported.**

**ATTACHMENT(S):**

[G.\\_Huff\\_-\\_Device\\_Delivery\\_Seller\\_Permits.pdf](#)



# Memo

To: Mayor and City Council  
Date: January 23, 2026  
From: Geoff Huff, Chief of Police  
Subject: **Device Delivery Seller Permits**

This memo provides an overview of Iowa’s newly established “Device Delivery Seller Permit”, effective January 1, 2025, and requests City Council direction regarding whether the City should adopt a local policy regarding approval or denial of these permits.

During the 2024 legislative session, the State of Iowa enacted Senate File 345, which regulates and taxes certain glass- or metal-based smoking devices. These devices are defined as equipment or products made wholly or partly of glass or metal that are designed for inhaling—through combustion—tobacco, hemp, other plant materials, or controlled substances. Vapor products and certain traditional smoking products (e.g., briar or corn-cob pipes) are excluded from this definition.

**As of January 2025, any retailer who intends to sell these devices to Iowa consumers via delivery must obtain a Device Delivery Seller Permit from the Iowa Department of Revenue.** To obtain a Device Delivery Seller Permit, a retailer must already hold the following permits or licenses:

- Sales Tax Permit
- Tobacco Retailer License
- Device Retailer Permit (allows for the sale of devices in-store)
- Delivery Seller Permit (allows for the delivery of nicotine or vapor products, but not the devices themselves)

The application must include business information, permit type, business location, and identification of principal officers or partners, as outlined in Iowa Administrative Code 701—235.3.

Retailers selling these devices are also subject to a 40% excise tax on the sales price, in addition to standard sales and use tax.

While the Device Delivery Seller Permit is issued by the Iowa Department of Revenue, cities may choose to:

- Adopt a local review or approval process,
- Establish zoning or land-use restrictions,
- Decline to take action, allowing state permitting to proceed without local involvement.

The municipality has the authority to deny each application for a permit.

**However, once a Device Delivery Seller Permit is applied for, the permit fee is not refundable should the permit be denied or revoked or cancelled at a later time. The permit fee is currently \$1,500.** To date, the City has not received any applications for the delivery permit. However, there are seven permitted device retailers in Ames who could potentially apply.

Some jurisdictions are choosing to deny all applications for this delivery permit. **If it is the City Council's intention to deny Device Delivery Seller Permits altogether, staff would prefer to communicate this to current device retailers so they do not apply for the new permit only to be denied by the City Council and forfeit the \$1,500 non-refundable application fee.**

**In order to receive the necessary feedback we are requesting, the staff would recommend that this issue be placed on a future agenda.**

ITEM #: 43  
DATE: 03-10-26  
DEPT: P&H

## COUNCIL ACTION FORM

**SUBJECT: DRAFT FY 2026-27 PROPOSED ANNUAL ACTION PLAN PROJECTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME PROGRAMS**

### **BACKGROUND:**

As part of the City's approved 2024-29 Five-Year Community Development Block Grant (CDBG) and HOME Consolidated Plan, the City must submit an Annual Action Plan that outlines the proposed activities and budget to be implemented in the upcoming fiscal year. Those activities should be consistent with the goals and priorities identified in the approved Consolidated Plan (See Attachment 1).

The activities identified in the Annual Action Plan should address the housing and community development needs of low- and moderate-income persons as well as the housing and community development needs of non- low- and moderate-income persons in the community. The Annual Action Plan can address one or all of the goals and priorities.

HUD guidelines outline the following key steps for Entitlements to review before establishing programs:

- Determine if the proposed activity is included in the list of eligible activities;
- Determine if the proposed activity meets the City's Consolidated Plan priority goals for addressing the needs of low- and moderate-income persons within the community;
- Determine if the proposed activity can meet one or more National Objectives;
- Ensure that carrying out the activity will meet HUD's requirement that 70% of the grantee's CDBG expenditures over a three-year period will be on activities that benefit low- and moderate-income persons; and
- Meet the performance measurements requirements (specifically our annual May 2 Timeliness Test for expenditure of current fund balance).

HUD regulations require that Annual Action Plans be submitted for approval within 45 days before the beginning of the program fiscal year (i.e., for the City of Ames, that would be by May 17, 2026). It also requires that the Plan be published for 30 days to allow for citizen input on the proposed project(s) for the utilization of the funds.

**The 2026 CDBG and HOME funding allocations for entitlement cities have not yet been announced, which means that Action Plans cannot be submitted to HUD until the 2026 funding allocations are announced. Therefore, staff has requested an extension to submit the City's Plan on or before August 16, 2026, which is the latest statutory submittal date.**

It is time, nevertheless, to begin the process for determining the 2026-27 Annual Action Plan Projects. Staff utilized projected funding allocations based upon the past year to draft the Annual Action Plan. The 2025-26 CDBG Allocation was \$552,927 and HOME Allocation was \$278,382.

The delays are not only inconvenient for identifying the funding amount; the delays from HUD impact the ability to implement projects. The HUD delays do not change the fiscal year starting point or timeliness test dates, which causes delays in receiving HUD approvals to start projects and fewer months to actually complete projects by May 2. **Therefore, staff believes that there should be continued emphasis with the Action Plan to implement higher-cost projects that will:**

- Assist in meeting our timeliness test requirements,
- Meet our 70% LMI benefit requirements,
- Can readily receive environmental review approval, and
- Can assist us in spending our program income that will be generated as we complete lot sales within the Baker Subdivision.

Staff is recommending that Council consider the following proposed program activities (see Attachment II-A for proposed 2026-27 CDBG Projects and II-B for proposed 2026-27 HOME Projects). **The funding is a combination of rollover funds, projected program income, and the next annual allocation.**

**CDBG Program (See Attached Budget):**

**Projects funded with the new annual allocation and projected program income from lot sales for FY 2026/27 are:**

- Homebuyer Assistance Program (city-wide) - \$326,854
- Public Facilities (Non-Profits) Rehabilitation Program (owner-controlled sites, building and site rehabilitation) - \$210,000
- Single Family Housing Rehabilitation- \$258,021
- Property Disposition (Baker, Duff, Grand Properties) - \$10,000

**Continue in FY 2026/27 the following ongoing FY 2025-26 project activities with the FY 2025/26 Rollover funds:**

- Public infrastructure Improvements (S 3rd and S Maple) - \$541,950\*

\*Proposed as an amendment to the current 2025-Action Plan as part of separate report on the same agenda.

**The proposed revenue for FY 2026-27 includes the following three sources:**

- CDBG Revenue of \$552,927 based on the 2025-26 allocation;

- Anticipated Program Income: Sale of two remaining Habitat home lots in the Baker Subdivision (\$100,000), along with six market-rate lots in the Baker Subdivision (average price per lot of \$58,861, totaling \$353,166); TOTAL \$453,166.
- Projected 2025-26 rollover balance of approximately \$541,950

### **HOME Program (See Attached Budget):**

For the FY 2026-27 HOME Program, staff is recommending to reallocate the prior project and the funding related to New Single Family Home Construction - \$901,585. This proposed budget would assist in the construction of approximately three of the remaining six affordable lots in the Baker Subdivision.

No other programs are being proposed for HOME. The proposed revenue for FY 2026-27 is based on the 2025-26 allocation of \$278,382, and the projected 2025-26 rollover balance of \$1,035,038 totaling \$1,313,420 which includes \$411,835 of administrative and CHDO dollars. Deducting the administrative and CHDO dollars leaves \$901,585 available for programming.

If the 2026-27 CDBG/HOME new allocation amounts are lower or higher than the 2025-26 allocations, staff will adjust all programs down or up equally.

### **Next Steps:**

**As in the past, staff is meeting in advance with the Council to review proposed plan priorities and potential projects prior to conducting forums for further public input. Having Council set priorities first helps for the public to provide input on these priorities.** Staff believes that focusing on the proposed CDBG/HOME projects for the 2026-27 program year will help make an impact on the need identified within the Consolidated Plan, while accomplishing program projects that have been adopted in the previous action plans that have not been completed.

Staff's rationale for recommending the CDBG and HOME project activities for FY 2026/27 listed above is as follows:

- The project activities are consistent with the recently adopted 2024-29 Five-Year Consolidated Plan goals. The following two barriers were outlined in the 2019 Impediments to Fair Housing Analysis Study. Additionally, the data outlined in the Comprehensive Housing Affordability Strategy (CHAS) and the American Community Survey (ACS) information for the City of Ames is consistent with the two needs outlined above.
- The proposed projects are consistent with the City Council's goals and priorities to focus on neighborhood sustainability by improving and expanding the housing stock for low- and moderate-income households and in our vital core neighborhoods.
- The proposed implementation sequence for the project activities should help meet HUD's timely expenditure requirements.
- All of the activities proposed would be of 100% benefit to low- and moderate-income persons.

Once the City Council provides direction for the proposed FY 2026-27 Annual Action Plan projects, staff will proceed with hosting public forums for citizen input and feedback on March 25. The public feedback will be shared with the City Council for final project selection to proceed with preparing the 2026-27 Annual Action Plan for the 30-day public comment period once HUD releases the funding allocations have been announced.

**ALTERNATIVES:**

1. Approve the proposed FY 2026-27 Annual Action Plan Program Projects and proposed budgets in connection with the City's Community Development Block Grant and HOME Program, as outlined above, direct staff to proceed with hosting public forums for citizen input and feedback, and direct staff to request an extension for submitting the Action Plan as needed.
2. Direct staff to proceed with a modified 2026-27 Annual Action Plan Program Projects and proposed budgets in connection with the City's Community Development Block Grant and HOME Program.
3. Refer this item back to staff with further direction.

**CITY MANAGER'S RECOMMENDED ACTION:**

The timeframe for the submittal of the FY 2026-27 CDBG and HOME Action Plan for the City of Ames is typically on or before May 17 each year. Despite the fact that federal allocations have not been announced at this time, staff needs to begin the process of soliciting public feedback for proposed projects in the Action Plan projects.

**The proposed budget includes a combination of rollover funds, new allocation funds, and projected program income. Staff believes the proposed project types are consistent with the Consolidated Plan goals and priorities and are capable of being administered in a timely manner consistent with HUD requirements, including but not limited to Annual Action Plan approval, environmental project review, and the timeliness test.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, as described above.

**ATTACHMENT(S):**

[Attachment 1.pdf](#)

[CDBG 2026-27 Proposed Budget 3-5-26 PDF.pdf](#)

[HOME 2026-27 Proposed Budget 3-5-26 PDF.pdf](#)

# ATTACHMENT 1

## 2024-29 Strategic Plan Goals and Priorities for Low and Moderate-Income Persons

1. **Utilize and leverage CDBG and HOME Funds through “private, non-profit, and public” partnerships to create and expand sustainable, affordable housing for *low- and moderate-income* households through:**
  - Increase supply of single-family and/or multi-family housing for ownership in the Neighborhood Revitalization Strategy Area (NRSA) and citywide;
  - Reduce the cost burden for low-income households to access or maintain rental housing citywide;
  - Increase the affordability, quality, density, and availability of owner housing for homeowners citywide.

## 2024-29 Strategic Plan Goals and Priorities for Non-Low and Moderate-Income Persons

1. **Utilize and leverage CDBG\* and HOME Funds through “private, non-profit, and public” partnerships to create, sustain, and expand housing for non-low- and moderate-income households through:**
  - Integrate affordable and market-rate residential developments;
  - Remove blight and deteriorated housing to reuse into new housing;
  - Support and address code enforcement of deteriorated housing;
  - Remove blight and deteriorated housing in floodplains and other hazardous areas.

**2026-27 PROPOSED Action Plan Expenditure Budget:**

	2026-27 CDBG Budget Allocation	2026-27 Proposed Program Income	2025-26 CDBG Anticipated Budget Rollover	Proposed Program Budget Totals
<b>2026-2027 Proposed CDBG Projects</b>				
<b>Total Allocations</b>	\$ 552,927	\$ 453,166	\$ 541,950	\$ 1,548,043
Less: CDBG Administration (20% Cap)	\$ (110,585)	\$ (90,633)	\$ -	\$ (201,218)
<b>Total Allocations for Programming</b>	\$ 442,342	\$ 362,533	\$ 541,950	\$ 1,346,825
Homebuyer Assistance Program	\$ 222,342	\$ 104,512	\$ -	\$ 326,854
Single-Family Housing Rehabilitation Program	\$ -	\$ 258,021	\$ -	\$ 258,021
Public Facilities Rehabilitation Program (Non-Profits)	\$ 210,000	\$ -	\$ -	\$ 210,000
Disposition of Properties (1107 Grand, 621 Grand, 1514 Duff, Baker Subdivision)	\$ 10,000	\$ -	\$ -	\$ 10,000
Public Infrastructure Improvements (Water System Improvement-S. 3rd & S. Maple)	\$ -	\$ -	\$ 541,950	\$ 541,950
<b>Program Totals</b>	\$ 442,342	\$ 362,533	\$ 541,950	\$ 1,346,825
<b>PROPOSED 2026-27 Action Plan Revenue Budget:</b>				
		<b>Less: Administration Cap</b>	<b>Program Budget Balance</b>	
2026-27 CDBG Allocation (Based on 2025-26 Allocation)	\$ 552,927	\$ (110,585)	\$ 442,342	
2026-27 Anticipated Program Income (Sale of Two Habitat Houses)	\$ 100,000	\$ (20,000)	\$ 80,000	
2026-27 Anticipated Program Income (Sale of Six Market Rate Lots, Avg Sale Price \$58,861)*	\$ 353,166	\$ (70,633)	\$ 282,533	
<b>Total Anticipated 2026-27 Allocation Balance</b>	\$ 1,006,093	\$ (201,218)	\$ 804,875	
<b>2025-26 Remaining Total Balance (As of 3-3-26)</b>	\$ 1,349,322	\$ (64,928)	\$ 1,284,394	
<b>2025-26 Remaining Total Expenses (As of 3-3-26):</b>				
General Administration	\$ 64,928	\$ (64,928)	\$ -	
Geothermal Modifications (Modus Engineering)	\$ 5,000	\$ -	\$ 5,000	
S. Riverside	\$ 199,795	\$ -	\$ 199,795	
S. Russell	\$ 497,024	\$ -	\$ 497,024	
Renter Affordability	\$ 37,125	\$ -	\$ 37,125	
Disposition of Properties	\$ 3,500	\$ -	\$ 3,500	
S. 3rd & S. Maple (Proposed Amendment to 25/26 Action Plan)	\$ -	\$ -	\$ -	
<b>2025-26 Anticipated Rollover Balance</b>	\$ 541,950	\$ -	\$ 541,950	
<b>Total Anticipated 2026-27 CDBG Balance</b>	\$ 1,548,043	\$ (201,218)	\$ 1,346,825	

\*Anticipate Selling 6 of 9 Market Rate Lots During July - October 2026

<b>PROPOSED HOME 2026-27 Action Plan Expenditure Budget:</b>			
<b>2026-2027 Proposed HOME Projects</b>	<b>2026-27 HOME Budget Allocation</b>	<b>2026-27 HOME Anticipated Budget Rollover</b>	<b>Proposed HOME Program Budget Totals</b>
<b>Total Allocations</b>	<b>\$ 278,382</b>	<b>\$ 1,035,038</b>	<b>\$ 1,313,420</b>
Less: HOME Administration (10% Cap)	\$ (27,838)	\$ (152,920)	\$ (180,758)
Less: CHDO (15%)	\$ (41,757)	\$ (189,320)	\$ (231,077)
<b>Total Allocations for Programming</b>	<b>\$ 208,787</b>	<b>\$ 692,798</b>	<b>\$ 901,585</b>
New Single Family Home Construction	\$ 208,787	\$ 692,798	\$ 901,585
<b>Program Totals</b>	<b>\$ 208,787</b>	<b>\$ 692,798</b>	<b>\$ 901,585</b>
<b>PROPOSED 2026-27 Action Plan Revenue Budget:</b>			
		<b>Less Admin Cap &amp; CHDO</b>	<b>Program Budget Balance</b>
2026-27 HOME Allocation (Actual Allocation)	\$ 278,382	\$ (69,595)	\$ 208,787
<b>Total Anticipated 2025-26 Allocation Balance</b>	<b>\$ 278,382</b>	<b>\$ (69,595)</b>	<b>\$ 208,787</b>
2024-25 Remaining Total Balance	\$ 1,269,492	\$ (342,240)	\$ 927,252
2024-25 Estimated Remaining Expenses	\$ (234,454)	\$ -	\$ (234,454)
<b>2026-27 Anticipated Rollover Balance</b>	<b>\$ 1,035,038</b>	<b>\$ (342,240)</b>	<b>\$ 692,798</b>
<b>Total Anticipated 2026-27 HOME Balance</b>	<b>\$ 1,313,420</b>	<b>\$ (411,835)</b>	<b>\$ 901,585</b>

ITEM #: 44  
DATE: 03-10-26  
DEPT: P&H

## COUNCIL ACTION FORM

**SUBJECT: SUBSTANTIAL AMENDMENT TO THE CITY'S 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN**

### **BACKGROUND:**

As part of the creation of the proposed FY 2026-27 Annual Action Plan, City staff evaluated how planned projects can be accomplished within HUD timelines for receiving funding and expenditures that will meet the timeliness test.

In discussions with the Public Works Department, it was discovered that an opportunity became available where CDBG funds could be used to provide additional public infrastructure improvements (removal of water mains and replacement of water lines (including lead services) in HUD-designated Low and Moderate Income Census #10 (see attached map).

**The proposed project is consistent with the current Public Infrastructure program of the Action Plan, but the actual project and its funding is not identified in the current Plan. Although the project could be included with the upcoming proposed FY 2026-27 Annual Action, it would be difficult to accomplish the project next fiscal year if it is not started this summer before the next Plan is likely to be approved due to delays in funding announcements by HUD.**

Census Tract 10 Includes the Oak Riverside Neighborhood, which is one of the city's older core neighborhoods. The tract has 4-inch water mains that are aged and deteriorating, along with a high number of homes with lead services from the main to the house. There has also been a high number of water main breaks in this tract, which have left residents without water, with low water pressure, and with rusty water quality. The City has recently completed multiple blocks of water main replacements in this area.

CDBG funds would be used to replace the old 4-inch mains with new 8-inch mains and to install new water service with copper piping along S. 3rd Street (between S Russell and S Oak), and along S Maple (from Lincoln Way to S 4th Street). This project will improve water quality, reduce lead services, and increase firefighting service capacity in this tract, and benefit a HUD-identified LMI population. This project is currently outlined as a FY 2027-28 project in the 2026-31 Capital Improvement Plan.

The area has been previously reviewed by a Phase I Historic Architectural Survey that includes these two streets, which should make it simpler to receive project approval from the State Historic Preservation Office (SHPO) in a timely manner.

This proposed project is an eligible activity under our CDBG program. However, since this specific project is not listed in our adopted 2025-26 Action Plan activities, it will require a "substantial" amendment approval from HUD to be added. The estimated cost is approximately \$541,950.

To facilitate the amendment, staff is proposing to change funding of existing activities that will not be fully implemented in the next three months to fund the additional water main project. This includes modifying the First Time Homebuyer, Public Facilities for Non-Profits, Single Family Rehab, and Sidewalk Rehab. However, the First Time Homebuyer, Public Facilities for Non-Profits, and Single Family Rehab activities are proposed for the upcoming FY 2026-27 when new funding will be available. **Attachment 1 shows the proposed amended program budget for the 2025-26 Action Plan program activities.**

A substantial amendment to the Action Plan requires a 30-day public comment period and a public hearing at the City Council before it can be submitted as an additional activity to the HUD Field Office. Staff would anticipate moving quickly to complete the amendment and start the public comment and public hearing process in order to facilitate the project starting this summer.

### **ALTERNATIVES:**

1. Direct staff to proceed with amending the 2025-26 CDBG Annual Action Plan with the proposed projects as outlined in Attachment 1 and set a date of public hearing for April 14, 2026.
2. Direct staff to proceed with amending the 2025-26 CDBG Annual Action Plan with the proposed projects as outlined in Attachment 1, and set a date of public hearing for April 14, 2026, with modifications.
3. Reject the 2025-26 CDBG Annual Action Plan with the proposed projects as outlined in Attachment 1 and refer this item back to staff for further information.

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

Staff's rationale for adding the additional water main improvements project in LMI Census Tract 10 as additional project activity is as follows:

- The proposed project is located in a vital core neighborhood that is located in an LMI census tract where the public utilities are in very poor condition, and therefore is consistent with the goals and priorities in our 2024-29 Consolidated Plan to benefit low-income residents in the community positively.
- The activity will continue to meet the City Council's goals of strengthening our neighborhoods.
- Continues the investment in improving both the housing stock and the infrastructure needs of vital core neighborhoods.
- The proposed project would result in the City's ability to meet HUD's 2026-27 timely expenditure requirements, as more lots would be sold in the Baker Subdivision, and allow for a quicker turnaround for program income expenditures.

**Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1.**

**ATTACHMENT(S):**

[CDBG 2025-26 Budget AMENDED.pdf](#)

[Comparison of 2025-26 Activities with Changes.pdf](#)

**2025-26 Action Plan Expenditure Budget:**

2025-2026 Proposed CDBG Projects	2025-26 CDBG Budget Allocation	2025-26 Proposed Program Income	2025-26 CDBG Anticipated Budget Rollover	Proposed Program Budget Totals
<b>Total Allocations</b>	\$ 552,927	\$ 527,826	\$ 1,290,907	\$ 2,371,660
Less: CDBG Administration (20% Cap)	\$ (110,585)	\$ (30,675)	\$ -	\$ (141,260)
<b>Total Allocations for Programming</b>	\$ 442,342	\$ 497,151	\$ 1,290,907	\$ 2,230,400
Renter Affordability Program (15% Cap)	\$ 80,118	\$ -	\$ -	\$ 80,118
Homebuyer Assistance Program	\$ -	\$ 204,512	\$ -	\$ 204,512
Public Infrastructure Improvements (Water System Improvements - S. 3rd & S. Maple)	\$ 351,693	\$ -	\$ 190,257	\$ 541,950
Public Facilities Improvements Program (Baker Pocket Park)	\$ -	\$ -	\$ 15,824	\$ 15,824
Public Infrastructure Improvements (Water System Improvements - N. Russell)	\$ -	\$ -	\$ 18,825	\$ 18,825
Public Infrastructure Improvements (Water System Improvements - S. Riverside & S. Russell)	\$ 10,531	\$ 292,639	\$ 1,056,001	\$ 1,359,171
Disposition of Properties (1107 Grand, 621 Grand, 1514 Duff, Baker Subdivision)	\$ -	\$ -	\$ 10,000	\$ 10,000
<b>Program Totals</b>	\$ 442,342	\$ 497,151	\$ 1,290,907	\$ 2,230,400

**PROPOSED 2025-26 Action Plan Revenue Budget:**

		Less: Administration Cap	Program Budget Balance
2025-26 CDBG Allocation (Actual Allocation)	\$ 552,927	\$ (110,585)	\$ 442,342
2025-26 Anticipated Program Income (Sale of Three Habitat Houses)	\$ 153,051	\$ (30,675)	\$ 122,376
2025-26 Anticipated Program Income (Sale of Five Market Rate Lots, Avg Sale Price \$74,955)*	\$ 374,775	\$ -	\$ 374,775
<b>Total Anticipated 2025-26 Allocation Balance</b>	\$ 1,080,753	\$ (141,260)	\$ 939,493
2024-25 Remaining Total Balance	\$ 1,290,907	\$ -	\$ 1,290,907
2024-25 Estimated Remaining Expenses (N/A)	\$ -	\$ -	\$ -
<b>2025-26 Anticipated Rollover Balance</b>	\$ 1,290,907	\$ -	\$ 1,290,907
<b>Total Anticipated 2025-26 CDBG Balance</b>	\$ 2,371,660	\$ (141,260)	\$ 2,230,399

\*Anticipate Selling 5 of 11 Market Rate Lots During July - October 2025

	A	B	C	D	E	F	G	H
1								
2								
3	<b>2025-2026 CDBG Projects Proposed Net Changes</b>				<b>Original Funding</b>	<b>Net Change</b>	<b>Amended Funding</b>	
4	CDBG Administration *				125,755	12,454	138,209	
5	Homebuyer Assistance Program				234,000	(29,488)	204,512	
6	Single-Family Housing Rehabilitation Program				248,000	(248,000)	-	
7	Public Infrastructure Improvements - Sidewalk Programs				67,748	(67,748)	-	
8	Public Facilities Rehabilitation Program (Non-Profits)				154,513	(154,513)	-	
9	Public Infrastructure Improvements (Water System Improvements - S. Riverside & S. Russell)				1,408,826	(49,655)	1,359,171	
10	Disposition of Properties (1107 Grand, 621 Grand, 1514 Duff, Baker Subdivision)				15,000	(5,000)	10,000	
11	Public Infrastructure Improvements (Water System Improvements - S. 3rd & S. Maple)				-	541,950	541,950	Proposed New Project
12	<i>*Modification of funding unrelated to proposed S 3rd and S Maple Project</i>							

ITEM #: 45  
DATE: 03-10-26  
DEPT: PW

## COUNCIL ACTION FORM

**SUBJECT: RESOURCE RECOVERY AND RECYCLING CAMPUS CONSTRUCTION CONTRACTS**

### BACKGROUND:

On January 27, 2026, the City Council approved preliminary plans and specifications for construction of the Resource Recovery & Recycling Campus (R3C). Bids were due March 3, 2026 for a base bid package and three alternates, which are described briefly below:

- The **Base Bid** includes the majority of the work necessary to construct the R3C, including the main building containing a tipping floor, process equipment, office, and maintenance areas, a scalehouse and scale equipment, fueling, parking, and maneuvering areas, and all other supporting site components.
- **Alternate Number 1** is the added work to construct a canopy over the customer convenience area, where roll-off boxes will be located for drop-off of separated recyclables, household hazardous waste, and other materials.
- **Alternate Number 2** is the added work to purchase and install a baler that can be used to consolidate cardboard or paper into dense bales to reduce transportation costs.
- **Alternate Number 3** is the removal of the infeed conveyor for the shredder. Without the infeed conveyor, the shredder hopper will be modified to allow materials to be loaded directly using a wheel-loader. The removal of the infeed conveyor is being contemplated due to higher than anticipated cost estimates for this equipment.

The City is utilizing a construction manager as advisor (CM) approach for this project. Therefore, the plans and specifications were prepared by HDR Engineering, Inc., and through consultation with the CM, Story Construction, Co. the work has been divided into 11 separate bid packages. As a reminder, this approach is different than a traditional general contractor model, where a single contract is awarded to one prime contractor who performs work and retains sub-contractors for specialty work. In the CM approach, the City will hold 11 separate contracts with 11 separate contractors.

HDR developed an estimate of probable construction costs of \$16,821,527, which was reported to the City Council on January 27, 2026. Story Construction then assigned a portion of this amount to each of the 11 bid packages to develop a rough estimate for each.

### BID PACKAGE INFORMATION

Bids were received from 28 separate contractors. Depending on the selected combination of base bid and alternate(s), some of the contracts may be awarded to different bidders based on the lowest bid for the selected combination of alternates.

Please note that each bid package is highlighted below, followed by additional information specific to that package. **The listing below reflects the base bid only, as City staff has not yet determined whether to recommend the inclusion of any or all of the alternates.** Not all packages contained alternates, as some of the packages were unaffected by the inclusion or exclusion of the alternates. The information below also indicates the value of the overall project that was estimated by Story Construction for each package, and the difference between the base bid and that estimate for each package. Attachment A contains a complete listing of all bids received for each package.

**Bid Package 01-1 – General Construction Work**

Number of Bids Received: 1

Affected by Alternates?: No

Low Bidder: RH Grabau Construction, Inc., Boone, IA

Base Bid: \$1,601,000

Story Construction estimate: \$1,400,000

Base bid less estimate: \$201,000

**Bid Package 03-1 – Concrete and Steel Work**

Number of Bids Received: 2

Affected by Alternates?: Yes - Alternates 1, 2, & 3

Low Bidder: Jensen Builders, Ltd, Des Moines, IA

Base Bid Range: \$4,675,500 - \$5,200,000

Story Construction estimate: \$3,600,000

Base bid less estimate: \$1,075,500

% difference of low bid to second low bid: 11.2%

**09-1 – Gypsum Board Assembly Work**

Number of Bids Received: 2

Affected by Alternates?: No

Low Bidder: Heartland Finishes, Inc., Des Moines, IA

Base Bid Range: \$430,675 - \$437,300

Story Construction estimate: \$400,000

Base bid less estimate: \$30,675

% difference of low bid to second low bid: 1.5%

**14-1 – Elevator/Lift Work**

Number of Bids Received: 1

Affected by Alternates?: No

Low Bidder: TK Elevator Corporation, Urbandale, IA

Base Bid: \$109,800

Story Construction estimate: \$150,000

Base bid less estimate: (\$40,200)

**21-1 – Fire Suppression Systems Work**

Number of Bids Received: 2

Affected by Alternates?: No

Low Bidder: Tri-City Fire Protection LLC, Davenport, IA  
Base Bid Range: \$169,284 - \$222,990  
Story Construction estimate: \$200,000  
Base bid less estimate: (\$30,716)  
% difference of low bid to second low bid: 31.7%

**22-1 – Plumbing & HVAC Work**

Number of Bids Received: 6  
Affected by Alternates?: No

Low Bidder: ACI Mechanical, Inc., Ames, IA  
Base Bid Range: \$1,180,000 - \$1,523,946  
Story Construction estimate: \$1,300,000  
Base bid less estimate: (\$120,000)  
% difference of low bid to second low bid: 16.4%

**26-1 – Electrical, Communications, & Electronic Safety and Security Work**

Number of Bids Received: 6  
Affected by Alternates?: Yes - Alternates 1, 2, & 3

Low Bidder: Enterprise Electric, Inc., Boone, IA  
Base Bid Range: \$1,329,000 - \$1,927,860  
Story Construction estimate: \$1,300,000  
Base bid less estimate: \$29,000  
% difference of low bid to second low bid: 1.0%

**31-1 – Site Demolition & Earthwork**

Number of Bids Received: 1  
Affected by Alternates?: No

Low Bidder: Con-Struct, Inc., Ames, IA  
Base Bid: \$575,000  
Story Construction estimate: \$500,000  
Base bid less estimate: \$75,000

**32-1 – Paving & Sidewalk Work**

Number of Bids Received: 5  
Affected by Alternates?: Yes - Alternate 1

Low Bidder: Jordison Construction, Inc., Urbandale, IA  
Base Bid Range: \$1,025,000 - \$1,138,440  
Story Construction estimate: \$700,000  
Base bid less estimate: \$325,000  
% difference of low bid to second low bid: 0.3%

**33-1 – Site Utility Work**

Number of Bids Received: 1  
Affected by Alternates?: No

Low Bidder: On Track Construction LLC, Nevada, IA  
 Base Bid: \$723,370  
 Story Construction estimate: \$250,000  
 Base bid less estimate: \$473,370

**40-1 – Millwright/Process Integration Work**

Number of Bids Received: 1  
 Affected by Alternates?: Yes - Alternates 1, 2, & 3

Low Bidder: RRT Design & Construction, Melville, NY  
 Base Bid: \$7,798,009  
 Story Construction estimate: \$7,021,527  
 Base bid less estimate: \$776,482

**CONSTRUCTION AND PROJECT COSTS:**

Based on the above information, the table below shows the total construction costs:

<b>BID ITEM</b>	<b>CONTRACTOR</b>	<b>TOTAL - BASE BID ONLY</b>
01-1 – General Construction Work	RH Grabau Construction, Inc., Boone, IA	\$1,601,000
03-1 – Concrete and Steel Work	Jensen Builders, Ltd., Des Moines, IA	\$4,675,500
09-1 – Gypsum Board Assembly Work	Heartland Finishes, Inc., Des Moines, IA	\$430,675
14-1 – Elevator/Lift Work	TK Elevator Corporation, Urbandale, IA	\$109,800
21-1 – Fire Suppression Systems Work	Tri-City Fire Protection LLC, Davenport, IA	\$169,284
22-1 – Plumbing & HVAC Work	ACI Mechanical, Inc., Ames, IA	\$1,180,000
26-1 – Electrical, Communications, & Electronic Safety and Security Work	Enterprise Electric, Inc., Boone, IA	\$1,329,000
31-1 – Site Demolition & Earthwork	Con-Struct, Inc., Ames, IA	\$575,000
32-1 – Paving & Sidewalk Work	Jordison Construction, Inc., Urbandale, IA	\$1,025,000
33-1 – Site Utility Work	On Track Construction LLC, Nevada, IA	\$723,370
40-1 – Millwright/Process Integration Work	RRT Design & Construction, Melville, NY	\$7,798,009
<b>GRAND TOTAL</b>		<b>\$19,616,638</b>

The combined base bid total of \$19,616,638 exceeds the engineer's estimate of \$16,821,527 by \$2,795,111. Following the bid opening, City staff, Story Construction, and HDR Engineering identified three key bid packages where further conversations with the bidders were warranted. These are: 03-1 – Concrete and Steel Work, 33-1 –

**Site Utility Work, and 40-1 – Millwright/Process Integration Work.**

In preliminary conversations with the contractors for these three packages, the team has identified a number of clarifications, alterations, and deducts that will reduce the scope of the project and bring the cost closer to the project budget. Additionally, staff is working with the City's financial consultants to finalize the strategy for the issuance of the debt for the project. Both these efforts are focused on delivering the project in a manner that both: 1) completes the project in the timely manner required for this critical facility, and 2) keeps the initial tipping fee within the amount previously reported (~\$95.11 per ton in July 2027).

Staff is requesting additional time to evaluate the bids and negotiate with key contractors to develop change orders that can be approved immediately following the award of contracts. This approach has been used in other City projects where the lowest bids substantially exceeded the available funding.

Therefore, Council is being asked to accept the report of bids and delay the award to the March 24, 2026 City Council meeting.

The most recent project budget table is provided below for reference. Adjustments to contingency amounts and permitting fees have been made in the table below to closer align project expenses and revenues.

**TOTAL PROJECT COSTS:**

<b>Budgeted Revenues</b>		<b>Budgeted Expenses</b>	
Revenue Abated G.O. Bonds	\$22,006,730	Land Acquisition (220, 306, 312, 318, 400 Freel Drive)	\$1,077,500
		Due Diligence prior to closing	15,465
		Conceptual Design and Financial Modeling	50,000
		Final Design	965,715
		Final Design Contingency (reduced)	75,000
		Permitting (reduced)	38,000
		<b>Construction Costs (This Action)</b>	<b>\$19,616,638</b>
		Construction Incentives	100,000
		Items by Owner (FFE/Cameras/Fiber Network/Tree Clearing)	252,700
		Construction Contingency (reduced)	435,020
		Construction Inspection (est.)	450,950
		Construction Manager Fee (Fixed fees plus 2.25% of contract amounts)	989,414

		Construction Manager General Conditions Costs (est.)	448,000
<b>R3C Construction Revenue Subtotal</b>	<b>\$22,006,730</b>	<b>R3C Construction Subtotal</b>	<b>\$24,514,396</b>
<b>R3C Construction Revenue Shortfall</b>			<b>\$2,507,666</b>
Electric Utility Fund	\$2,340,000	Mobile Equipment (transfer trucks and trailers)	\$2,340,000
G.O. Bonds	\$975,000		
Unobligated G.O. Bonds	225,000		
Water Utility Fund	40,000	Freel Drive Paving (est.)	\$1,240,000
<b>Total Project Revenues</b>	<b>\$25,586,730</b>	<b>Total Project Expenses</b>	<b>\$28,094,396</b>

**To address the shortfall, staff and the design team are evaluating adjustments to the project scope and shifting certain expenses to alternative funding sources. The specific scope modifications are as follows:**

1. Remove electric vehicle charging station and stub the electrical only
2. Eliminate light gray accent color on office exterior
3. Reduce snow guarding on roof
4. Change from painted roof to galvanized
5. Replace tipping floor interior panel liner material
6. Reduce width of exterior gates
7. Utilize an alternative infeed conveyor manufacturer
8. Utilize an alternative manufacturer for all conveyors except infeed conveyor
9. Replace rapid-closing overhead doors with standard overhead doors
10. Remove recovered ferrous metal blower clean-up system
11. Remove post-indicator valve
12. Remove metal edging from landscaping beds
13. Consider 25% reduction in plantings
14. Review alternate grass, plant, and tree species
15. Eliminate front yard vinyl-coated fencing and replace with galvanized
16. Remove second eddy current separator and shorten one conveyor
17. Eliminate dedicated outbound truck scale
18. Eliminate jib crane for processing equipment
19. Change manufacturer of storm water pumps
20. Change door hardware
21. Change locker room equipment manufacturer
22. Eliminate/change ceiling baffles in education room
23. Remove building entrance awning
24. Remove both eddy current separators and related conveyance
25. Remove overhead trolley and/or hoist from processing equipment area
26. Remove all processing equipment

The project components that are being considered to shift to alternative funding sources includes:

1. Access control for gates shifting to Fleet Services
2. Fueling infrastructure shifting to Fleet Services
3. Sidewalk along frontage shifting to Freel Drive paving project or Road Use Tax

**Staff will provide a detailed evaluation and explanation of all these adjustments on March 24 when the bids are returned to Council for award.**

**ALTERNATIVES:**

1. The City Council can approve the following:
  - a. Motion accepting report of bids
  - b. Motion delaying the award of bids to the March 24, 2026 City Council meeting
2. Accept the report of bids and award contracts to one or more bidders.

**CITY MANAGER'S RECOMMENDED ACTION:**

Since 1975, the City's Resource Recovery Plant has received municipal solid waste (MSW) from throughout Story County, processed it to remove recyclable metals, and converted a substantial portion of the MSW into a supplemental fuel for use in the City's Power Plant boilers. Although this system was successful in reducing the volume of MSW that needed to be landfilled, in recent years this arrangement has resulted in technical, economic, and regulatory challenges.

In response to these issues, the City is pursuing the development of a new Resource Recovery & Recycling Campus (R3C) on Freel Drive. At the facility, MSW will be received from haulers and customers, recyclable metals will be recovered, and the waste will be loaded into semi trailers to be hauled to the Carroll County Landfill.

A multi-departmental team of City staff has worked diligently with the design team at HDR, Inc. to develop a project that meets the City's needs for solid waste handling and disposal for the next generation. With the assistance of Story Construction, a project has been developed that will allow the City to responsibly fulfill its solid waste handling obligations. In addition, the facility will assist in educating the community about waste disposal and recycling, and the equipment within the facility will allow City staff to extract as much recyclable material as possible from the waste stream before the remainder is disposed of via landfilling.

**The bids received exceed the estimates for the facility. Staff believes that through conversations between several of the low bidders on key bid packages, clarifications and design changes can be made that will result in the project aligning closer with the project budget. However, more time is necessary to complete these discussions and prepare for awards. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, as described above.**

**It should be noted that in order to keep this project on track, a special meeting to approve contract and bond for one or more of the construction contracts might be**

**needed shortly after the anticipated award of bids on March 24.**

**ATTACHMENT(S):**

[2026-068 Bid Tabulation.xlsx](#)

**Resource Recovery & Recycling Campus, ITB No. 2026-068**  
**Bid Tabulation**  
**3/3/2026**

<b>Bid Package 01-1 General Construction Work</b>	<b>Base Bid</b>
RH Grabau Construction, Inc., Boone, IA	\$ 1,601,000.00

<b>Bid Package 03-1 Concrete &amp; Steel Work</b>	<b>Base Bid</b>	<b>Alternate No. 1 - Recycling Canopy</b>	<b>Alternate No. 2 - Baler</b>	<b>Deduct No. 3 - Conveyor (Enter as Negative)</b>
Jensen Builders, Des Moines, IA	\$ 4,675,500.00	\$ 190,700.00	\$ 1,500.00	\$ 1,500.00
Mid-States Millwright & Builders, Inc., Nevada, IA	\$ 5,200,000.00	\$ 253,000.00	\$ -	\$ -

<b>Bid Package 09-1 Gypsum Board Assembly Work</b>	<b>Base Bid</b>
Hilabeck-Schacht, Inc, West Des Moines, IA	\$ 437,300.00
Heartland Finishes, Inc., Des Moines, IA	\$ 430,675.00

<b>Bid Package 14-1 Elevator Lift Work</b>	<b>Base Bid</b>
TK Elevator, Urbandale, IA	\$ 109,800.00

<b>Bid Package 21-1 Fire Suppression Work</b>	<b>Base Bid</b>
Tri-City Fire Protection, Davenport, IA	\$ 169,284.00
Elite Fire Sprinkler Systems, Inc., Des Moines, IA	\$ 222,990.00

<b>Bid Package 22-1 Plumbing &amp; HVAC Work</b>	<b>Base Bid</b>
ACI Mechanical, Inc., Ames, IA	\$ 1,180,000.00
Kovarik Onstot Elite Plumbing LLC, Ames, IA	\$ 1,523,946.00
All Iowa Mechanical, Des Moines, IA	\$ 1,497,900.00
Air Con Mechanical, Pleasant Hill, IA	\$ 1,383,000.00
Modern, Des Moines, IA	\$ 1,400,800.00
Excel Mechanical Co., Inc., Des Moines, IA	\$ 1,374,000.00

<b>Bid Package 26-1 Electrical, Communications, Electrical Safety and Security Work</b>	<b>Base Bid</b>	<b>Alternate No. 1 - Recycling</b>	<b>Alternate No. 2 - Baler</b>	<b>Deduct No. 3 - Conveyor</b>
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Nelson Electric Company, Ames, IA	\$ 1,927,860.00	\$ 14,405.00	\$ -	\$ -
Tri-City Electric Company of Iowa, LLC, Davenport, IA	\$ 1,807,900.00	\$ 3,825.00	\$ -	\$ -
Enterprise Electric Inc., Boone, IA	\$ 1,329,000.00	\$ 14,105.00	\$ 1,210.00	\$ -
Bemrich Electric & Telephone, Inc, Ft Dodge, IA	\$ 1,828,125.00	\$ 11,500.00	\$ (1,200.00)	
NAI Electrical Contractors, Ames, IA	\$ 1,342,400.00	\$ 11,800.00	\$ 918.00	\$ (630.00)
Par Industries, LLC, Des Moines, IA	\$ 1,755,966.00	\$ 22,854.00	\$ 924.00	\$ (1,018.00)

<b>Bid Package 31-1 Site Demolition &amp; Earthwork Work</b>	<b>Base Bid</b>
Con-Struct, Inc., Ames, IA	\$ 575,000.00

	Base Bid	Alternate No. 1 - Recycling Canopy
<b>Bid Package 32-1 Paving &amp; Sidewalk Work</b>		
Absolute Concrete Construction, Inc., dba Absolute Concrete, Granger, IA	\$ 1,093,330.00	\$ 6,500.00
Con-Struct, Inc., Ames, IA	\$ 1,138,440.00	\$ -
Jordison Construction, Inc., Urbandale, IA	\$ 1,025,000.00	\$ (14,500.00)
Lakeside Contractors, LLC, Ames, IA	\$ 1,028,129.00	\$ (17,160.00)
Jensen Builder, Ltd, Des Moines, IA	\$ 1,112,000.00	\$ 10,100.00

<b>Bid Package 33-1 Site Utilities Work</b>	<b>Base Bid</b>
On Track Construction LLC, Nevada, IA	\$ 723,370.00

	Base Bid	Alternate No. 1 - Recycling Canopy	Alternate No. 2 - Baler	Deduct No. 3 - Conveyor (Enter as Negative)
<b>Bid Package 40-1 Millwright Process Integration Work</b>				
RRT Design & Construction, Melville, NY	\$ 7,798,009.00	\$ -	\$ 278,065.00	\$ (544,200.00)

<b>Unit Price</b>
<b>No. 1 -</b>
<b>Per Cubic</b>
<b>Yard</b>
<b>\$ 125.00</b>
<b>\$ 200.00</b>

<b>Unit Price</b> <b>No. 1</b> <b>Per Cubic</b> <b>Yard</b>
<b>\$ 200.00</b>

ITEM #: 46  
 DATE: 03-10-26  
 DEPT: PW

**COUNCIL ACTION FORM**

**SUBJECT: 2025/26 ALLEY PAVEMENT IMPROVEMENT PROGRAM (ALLEY - SOUTH OF LINCOLN WAY BETWEEN SOUTH KELLOGG AVENUE AND SOUTH SHERMAN AVENUE)**

**BACKGROUND:**

This program is to reconstruct existing paved alleys where the structural integrity of the existing pavement has diminished beyond repair. **The project location is the east/west alley south of Lincoln Way between South Kellogg Avenue and South Sherman Avenue.** The current condition of the alley includes deteriorated concrete and poor drainage in the area. This project includes the replacement of the existing alley pavement with 7 inches of new concrete pavement.

On March 4, 2026, bids for the project were received as follows:

<b>Bidder</b>	<b>Bid Amount</b>
<i>Engineer's Estimate</i>	\$139,621.00
<b>Brother's Concrete</b>	<b>\$116,833.30</b>
TK Concrete, Inc.	\$118,278.00
Howrey Construction, Inc.	\$122,734.60
MPS Engineers, PC dba Kingston Services PC	\$137,330.00
Con-Struct Inc.	\$145,000.00

Revenue and expenses associated with the project are estimated as follows:

<b>Description</b>	<b>Available Revenue</b>	<b>Estimated Expenses</b>
2025/26 Alley Pavement Program (G.O. Bonds)	\$400,000	
<b>Construction (estimated)</b>		<b>\$116,833.30</b>
Engineering/Administration		22,000.00
<b>TOTAL</b>	<b>\$400,000</b>	<b>\$138,833.30</b>

**ALTERNATIVES:**

1. The City Council can approve the following:
  - a. Accept the report of bids for the 2025/26 Alley Pavement Improvement Program.
  - b. Approve final plans and specifications and award a contract to Brother's Concrete, of Des Moines, Iowa in the amount of \$116,833.30.
2. Award the contract to one of the other bidders.
3. Direct staff to revise the project.

**CITY MANAGER'S RECOMMENDED ACTION:**

**The condition of the existing pavement has deteriorated, and surface drainage is inadequate. The reconstruction of the pavement will provide improved drainage and access to businesses.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

**ATTACHMENT(S):**

[Downtown Alley - S. Lincoln.pdf](#)

# 2025/26 Alley Pavement Improvement Program



Phase I

**Alley - (South of Lincoln Way - Between S. Kellogg  
Ave & S. Sherman Ave)**

N



218

ITEM #: 47  
 DATE: 03-10-26  
 DEPT: PW

**COUNCIL ACTION FORM**

**SUBJECT: 2025/26 DOWNTOWN STREET PAVEMENT IMPROVEMENT PROGRAM  
 (ALLEY - NORTH OF LINCOLN WAY BETWEEN KELLOGG AVENUE AND  
 SHERMAN AVENUE)**

**BACKGROUND:**

This annual program is for the rehabilitation or reconstruction of streets and alleys within the downtown area. **The project location is the east/west alley north of Lincoln Way between Kellogg Avenue and Sherman Avenue.** The current condition of the alley includes deteriorated concrete and poor drainage in the area. This project includes the replacement of the existing alley pavement with 7 inches of new concrete pavement.

On March 4, 2026, bids for the project were received as follows:

<b>Bidder</b>	<b>Bid Amount</b>
<i>Engineer's Estimate</i>	\$159,972.00
<b>Brother's Concrete</b>	<b>\$127,917.05</b>
TK Concrete, Inc.	\$135,000.00
MPS Engineers, PC dba Kingston Services, PC	\$149,135.64
Con-Struct Inc.	\$166,000.00

Revenue and expenses associated with the project are estimated as follows:

<b>Description</b>	<b>Available Revenue</b>	<b>Estimated Expenses</b>
2025/26 Downtown Pavement Program (G.O. Bonds)	\$250,000	
<b>Construction (estimated)</b>		<b>\$127,917.05</b>
Engineering/Administration		25,000.00
<b>TOTAL</b>	<b>\$250,000</b>	<b>\$152,917.05</b>

**ALTERNATIVES:**

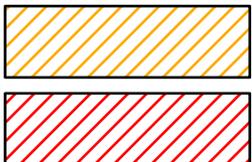
1. The City Council can do the following:
  - a. Accept report of bids for the 2025/26 Downtown Street Pavement Improvement Program.
  - b. Approve final plans and specifications and award a contract to Brother's Concrete, of Des Moines, Iowa in the amount of \$127,917.05.
2. Award the contract to one of the other bidders.
3. Direct staff to revise the project.

**CITY MANAGER'S RECOMMENDED ACTION:**

**The condition of the existing pavement has deteriorated, and surface drainage is inadequate. The reconstruction of the pavement will provide improved drainage and access to businesses.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

**ATTACHMENT(S):**  
[Downtown Alley.pdf](#)

# 2025/26 Downtown Street Pavement Improvement Program



Phase I

Phase II

**Alley - (North of Lincoln Way - Between Kellogg  
Ave & Sherman Ave)**



ITEM #: 48  
 DATE: 03-10-26  
 DEPT: PW

**COUNCIL ACTION FORM**

**SUBJECT: 2025/26 SEAL COAT PAVEMENT IMPROVEMENTS PROGRAM AND WATER SYSTEM IMPROVEMENTS PROGRAM (FERNDALE AVENUE AND FURMAN DRIVE)**

**BACKGROUND:**

This is the annual program for removal of built-up seal coat from streets with asphalt surface. This program restores surface texture, corrects structural deficiencies, removes built-up seal coat, and prevents deterioration of various streets. This resurfacing process results in better riding surfaces, increased safety with improved surface texture, and increased life expectancy of streets.

**The project is located along Ferndale Avenue from 20th Street to 24th Street and Furman Drive from Ferndale Avenue to Ferndale Avenue, and includes utility upgrades replacing the existing 6” water main with a new 8” water main.**

On March 4, 2026, bids for the project were received as follows:

Bidder	Bid Amount
<i>Engineer's Estimate</i>	\$2,458,385.05
<b>Iowa Water &amp; Waste Systems</b>	<b>\$1,977,694.58</b>
Manatt's Inc.	\$1,990,098.16

Revenue and expenses associated with the project are estimated as follows:

Description	Available Revenue	Estimated Expenses
2025/26 Seal Coat Program (G.O. Bonds)	\$1,000,000	
Seal Coat Program Available Balance (G.O. Bonds)	470,042	
2025/26 Water System Improvements (Water Utility Fund)	695,000	
Water System Improvement Available Balance (Water Utility Fund)	30,000	
2025/26 Neighborhood Curb (Road Use Tax)	150,000	
<b>Construction (estimated)</b>		<b>\$1,977,694.58</b>
Engineering/Administration		250,000.00
<b>TOTAL</b>	<b>\$2,345,042</b>	<b>\$2,227,694.58</b>

**ALTERNATIVES:**

1. Accept report of bids and approve final plans and specifications and awarding a contract to Iowa Water & Waste Systems, of Boone, Iowa in the amount of \$1,977,694.58.
2. Award the contract the other bidder.
3. Direct staff to revise the project.

**CITY MANAGER'S RECOMMENDED ACTION:**

**This project will result in better riding surfaces, increased safety with improved surface texture, and increased life expectancy of streets. Also, the project will improve the water systems in this neighborhood, residents will see improved water quality.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

**ATTACHMENT(S):**

[CAF Map.pdf](#)



## 2025/26 Seal Coat and Water Systems Improvements

1:3,500

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



**NORTH**

**224**

ITEM #: 49  
DATE: 03-10-26  
DEPT: P&H

## COUNCIL ACTION FORM

**SUBJECT: REZONING OF 1323 NORTHWESTERN AVENUE (AMES CENTER) FROM RESIDENTIAL LOW DENSITY (RL) TO GOVERNMENT/AIRPORT DISTRICT (S-GA) WITH A MASTER PLAN**

### BACKGROUND:

Ames Community School District (ACSD) is requesting to rezone a 10.10-acre property located at 1323 Northwestern Avenue from “RL” (Residential Low Density) to “S-GA” (Government/Airport District) Zone with a Master Plan (See Location Map). The ACSD purchased the property in 2023 with the primary purpose of enhancing education and community resources within the district. The site was previously owned by Lutheran Services of Iowa and operated as a school and administrative services.

The rezoning from RL to S-GA is intended to provide the ACSD with flexibility regarding uses that are allowed onsite. The current RL zoning permits Institutional Uses, including a school, with approval of a Special Use Permit by the Zoning Board of Adjustment, whereas the S-GA will permit a somewhat broader range of use through administrative approval.

The rezoning request includes additional administrative uses that are described in more detail below. Although S-GA is more flexible, the proposed Master Plan helps define allowed uses, general building sizes, screening, and traffic flow anticipated for the site.

The subject property currently contains three buildings. Two former buildings have been demolished since 2023. The ACSD is looking to renovate the existing buildings for educational purposes, offices, rental space, and a food pantry, as well as to add additional buildings.

The ACSD also plans to construct two new buildings intended for IT space, storage, and an addition to the gym building that may contain additional classrooms or offices in the future (See Master Plan). The new IT and storage building is approximately 2,700 square feet, and the gymnasium addition is approximately 3,900 square feet. Additionally, the Master Plan shows playground space, an outdoor classroom, a community garden, and a traffic garden (a small-scale street network where children can learn traffic rules). Though the general sizes and future uses may vary, the Master Plan provides an appropriate site layout and is consistent with the S-GA rezoning.

The ACSD also plans to improve traffic through the site by extending the north-south driveway through the site, adding site access on the northeast corner of the site, improve parking, and add a trail network through the site. An existing southern driveway along Northwestern would be removed with the reconfiguration of the site parking.

The Planning and Zoning Commission reviewed the proposal on February 18. The Commission received one comment from a property owner northwest of the site that was concerned about drainage issues to the west of the railroad.

The Commission reviewed staff's recommendation about eliminating the south driveway along

Northwestern, which was agreed to by ACSD representatives. The Commission voted 5-0 to recommend approval with an updated Master Plan reflecting no south access to Northwestern. The Master Plan has since been updated as presented with this report.

**ALTERNATIVES:**

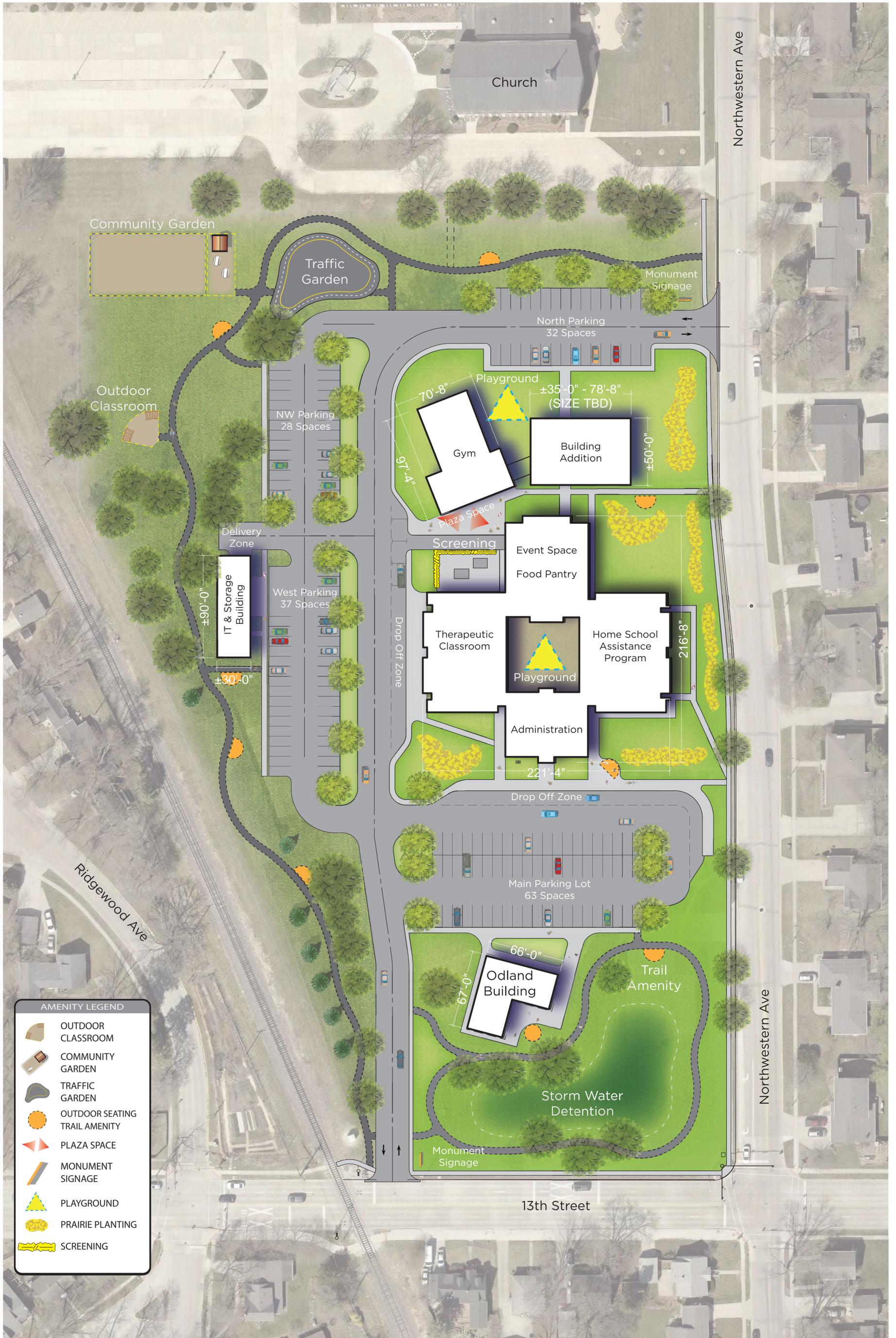
1. Approve on first reading the ordinance to rezone approximately 10.10 acres located at 1323 Northwestern Avenue from Residential Low Density to Government/Airport District with a Master Plan. A Zoning Agreement for the Master Plan must be approved prior to third reading of the rezoning ordinance.
2. Direct the applicant to modify the Master Plan and continue the item to a future meeting.
3. Deny the request to rezone the property and retain the RL zoning and Special Use Permit.

**CITY MANAGER'S RECOMMENDED ACTION:**

**The proposal to rezone the property located at 1323 Northwestern Avenue provides greater flexibility compared to residential zoning. The rezoning includes a Master Plan, which is intended to help govern future site improvements. The Master Plan does not dictate phasing. Future improvements will be consistent with the general layout of the site. Individual Site Development Plans and building permits will be required prior to any construction of new improvements.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative 1, as described above.

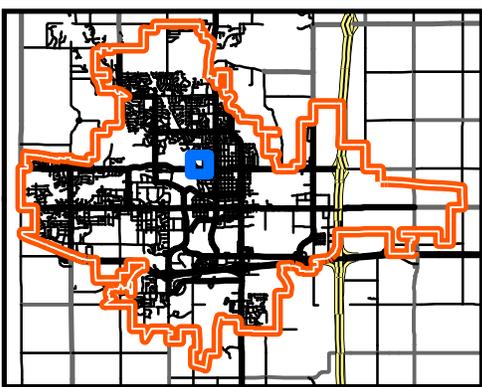
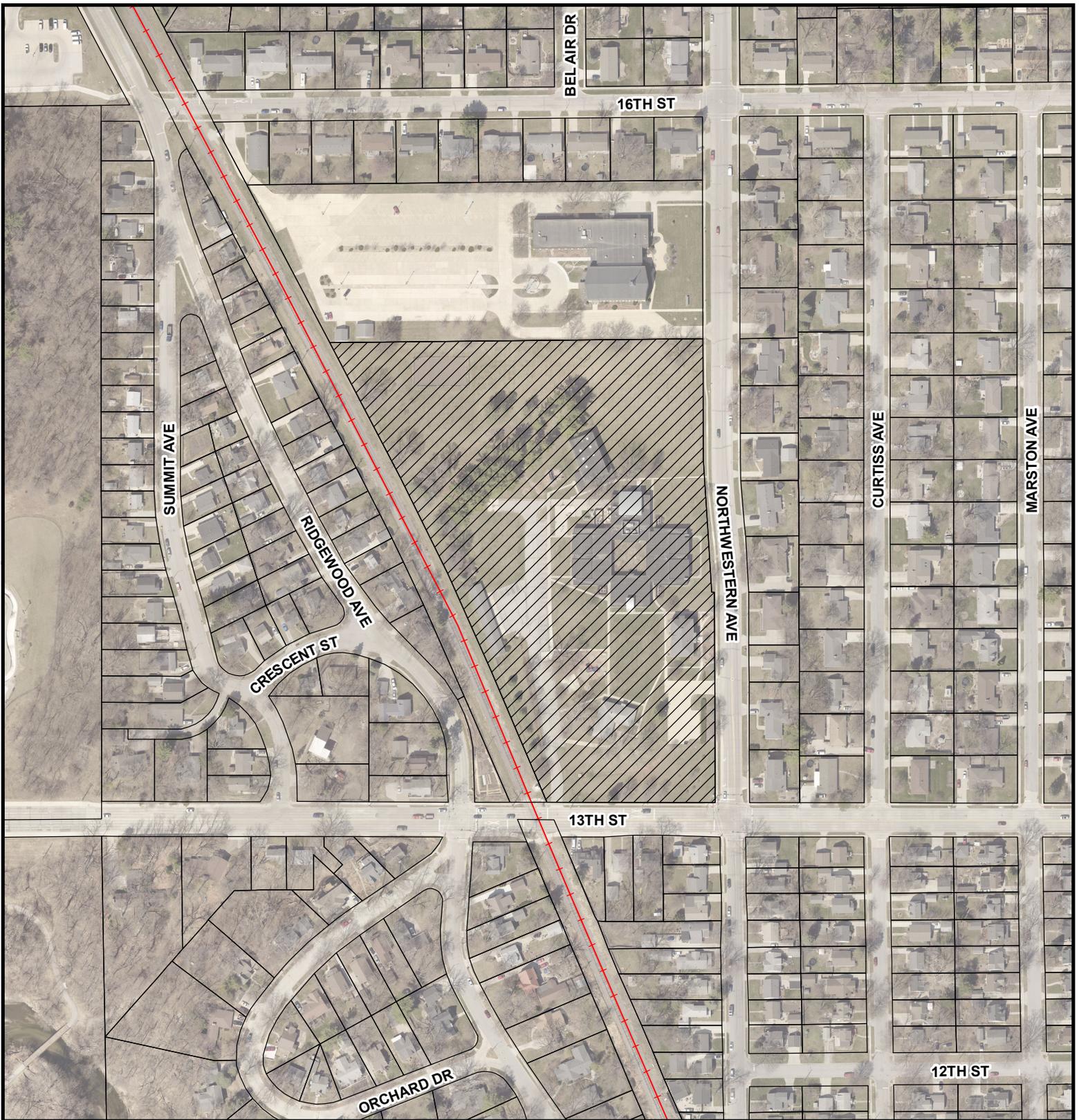
**ATTACHMENT(S):**

[Master Plan Exhibit](#)  
[Location Map](#)  
[Zoning Map.pdf](#)  
[Rezoning Exhibit](#)  
[Draft Ordinance.docx](#)  
[Report Addendum](#)  
[Applicant Narrative](#)

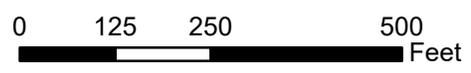


**AMENITY LEGEND**

	OUTDOOR CLASSROOM
	COMMUNITY GARDEN
	TRAFFIC GARDEN
	OUTDOOR SEATING
	TRAIL AMENITY
	PLAZA SPACE
	MONUMENT SIGNAGE
	PLAYGROUND
	PRAIRIE PLANTING
	SCREENING

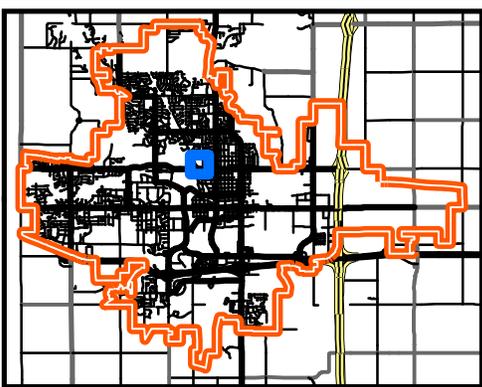
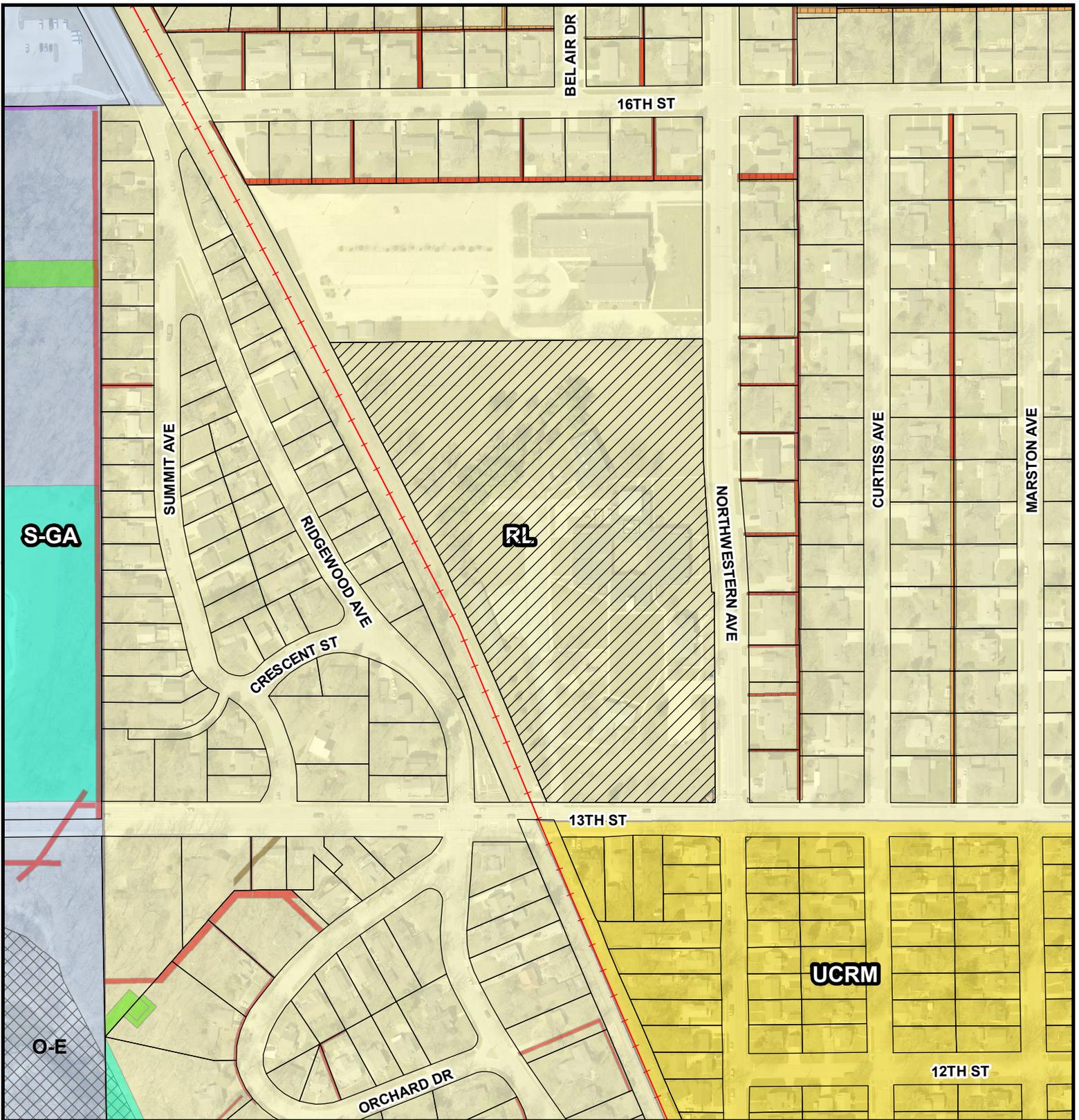


**Rezoning Request**  
**1323 Northwestern Avenue**  
**Ames, IA**

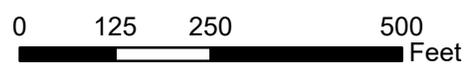


**Legend**

 Rezoning Area **228**

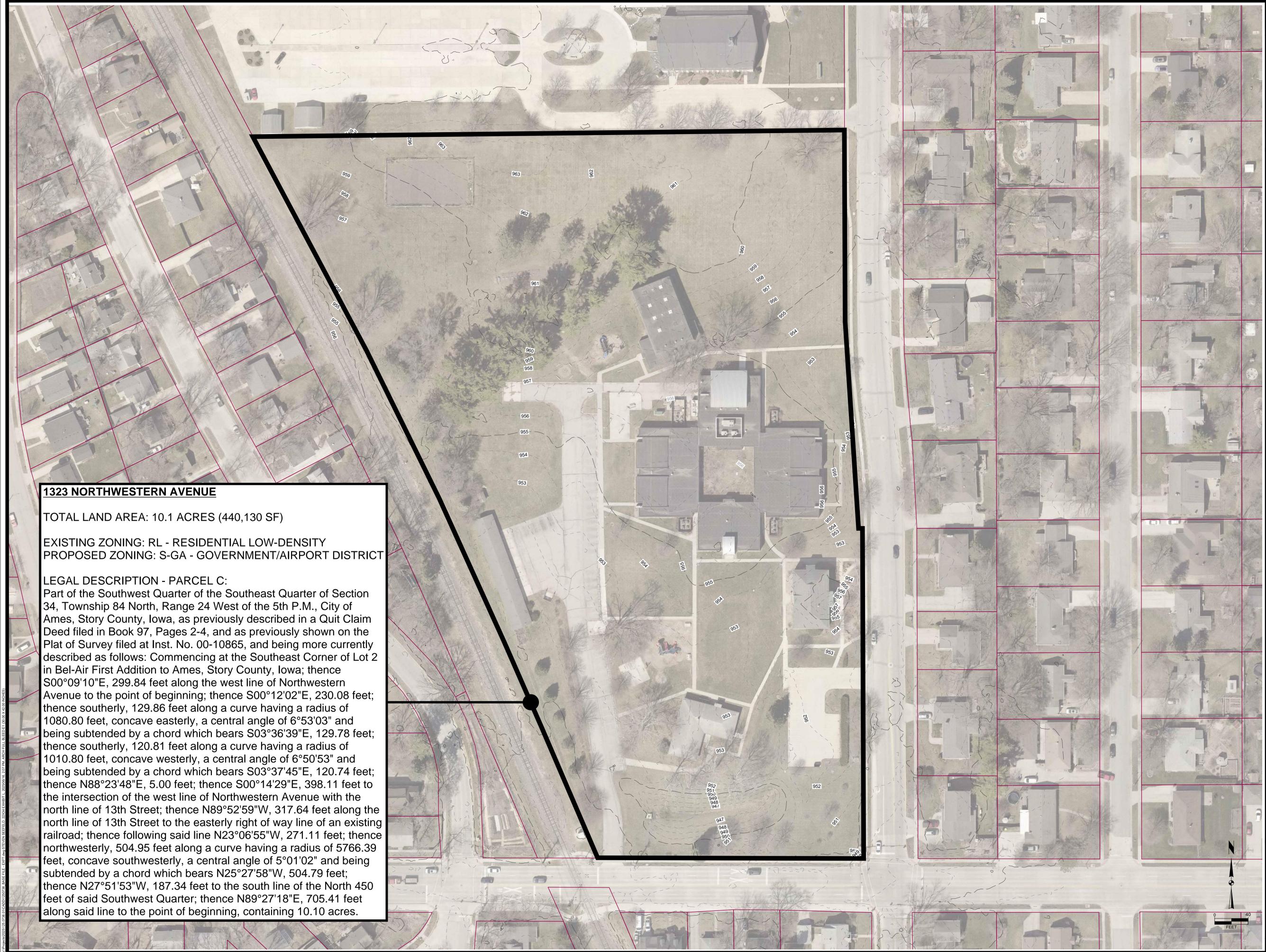


**Rezoning Request**  
**1323 Northwestern Avenue**  
**Ames, IA**



**Legend**

 Rezoning Area **229**



**1323 NORTHWESTERN AVENUE**

TOTAL LAND AREA: 10.1 ACRES (440,130 SF)

EXISTING ZONING: RL - RESIDENTIAL LOW-DENSITY  
 PROPOSED ZONING: S-GA - GOVERNMENT/AIRPORT DISTRICT

LEGAL DESCRIPTION - PARCEL C:  
 Part of the Southwest Quarter of the Southeast Quarter of Section 34, Township 84 North, Range 24 West of the 5th P.M., City of Ames, Story County, Iowa, as previously described in a Quit Claim Deed filed in Book 97, Pages 2-4, and as previously shown on the Plat of Survey filed at Inst. No. 00-10865, and being more currently described as follows: Commencing at the Southeast Corner of Lot 2 in Bel-Air First Addition to Ames, Story County, Iowa; thence S00°09'10"E, 299.84 feet along the west line of Northwestern Avenue to the point of beginning; thence S00°12'02"E, 230.08 feet; thence southerly, 129.86 feet along a curve having a radius of 1080.80 feet, concave easterly, a central angle of 6°53'03" and being subtended by a chord which bears S03°36'39"E, 129.78 feet; thence southerly, 120.81 feet along a curve having a radius of 1010.80 feet, concave westerly, a central angle of 6°50'53" and being subtended by a chord which bears S03°37'45"E, 120.74 feet; thence N88°23'48"E, 5.00 feet; thence S00°14'29"E, 398.11 feet to the intersection of the west line of Northwestern Avenue with the north line of 13th Street; thence N89°52'59"W, 317.64 feet along the north line of 13th Street to the easterly right of way line of an existing railroad; thence following said line N23°06'55"W, 271.11 feet; thence northwesterly, 504.95 feet along a curve having a radius of 5766.39 feet, concave southwesterly, a central angle of 5°01'02" and being subtended by a chord which bears N25°27'58"W, 504.79 feet; thence N27°51'53"W, 187.34 feet to the south line of the North 450 feet of said Southwest Quarter; thence N89°27'18"E, 705.41 feet along said line to the point of beginning, containing 10.10 acres.

MARK	REVISION	DATE	BY

PROJECT CITY, COUNTY, STATE

1800 WEST 22ND STREET  
 SUITE 200 ATLANTIC, IOWA 50022  
 712-243-6605 | www.snyder-associates.com

**NORTHWESTERN & 13TH STREET**  
 SUBMITTED: JANUARY 2026  
**SNYDER & ASSOCIATES, INC. |**



**SNYDER & ASSOCIATES**

REZONING MAP

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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

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AMES, IOWA, AS PROVIDED FOR IN SECTION 29.301 OF THE *MUNICIPAL CODE* OF THE CITY OF AMES, IOWA, BY CHANGING THE BOUNDARIES OF THE DISTRICTS ESTABLISHED AND SHOWN ON SAID MAP AS PROVIDED IN SECTION 29.1507 OF THE *MUNICIPAL CODE* OF THE CITY OF AMES, IOWA; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND ESTABLISHING AN EFFECTIVE DATE**

**BE IT HEREBY ORDAINED** by the City Council of the City of Ames, Iowa;

Section 1: The Official Zoning Map of the City of Ames, Iowa, as provided for in Section 29.301 of the *Municipal Code* of the City of Ames, Iowa, is amended by changing the boundaries of the districts established and shown on said Map in the manner authorized by Section 29.1507 of the *Municipal Code* of the City of Ames, Iowa, as follows: That the real estate, generally located at 1323 Northwestern Avenue, is rezoned from Residential Low Density (RL) to Government/Airport District (S-GA) with a Master Plan.

**Real Estate Description:** PARCEL C:

Part of the Southwest Quarter of the Southeast Quarter of Section 34, Township 84 North, Range 24 West of the 5th P.M., City of Ames, Story County, Iowa, as previously described in a Quit Claim Deed filed in Book 97, Pages 2-4, and as previously shown on the Plat of Survey filed at Inst. No. 00-10865, and being more currently described as follows: Commencing at the Southeast Corner of Lot 2 in Bel-Air First Addition to Ames, Story County, Iowa; thence S00°09'10"E, 299.84 feet along the west line of Northwestern Avenue to the point of beginning; thence S00°12'02"E, 230.08 feet; thence southerly, 129.86 feet along a curve having a radius of 1080.80 feet, concave easterly, a central angle of 6°53'03" and being subtended by a chord which bears S03°36'39"E, 129.78 feet; thence southerly, 120.81 feet along a curve having a radius of 1010.80 feet, concave westerly, a central angle of 6°50'53" and being subtended by a chord which bears S03°37'45"E, 120.74 feet; thence N88°23'48"E, 5.00 feet; thence S00°14'29"E, 398.11 feet to the intersection of the west line of Northwestern Avenue with the north line of 13th Street; thence N89°52'59"W, 317.64 feet along the north line of 13th Street to the easterly right of way line of an existing railroad; thence following said line N23°06'55"W, 271.11 feet;

thence northwesterly, 504.95 feet along a curve having a radius of 5766.39 feet, concave southwesterly, a central angle of 5°01'02" and being subtended by a chord which bears N25°27'58"W, 504.79 feet; thence N27°51'53"W, 187.34 feet to the south line of the North 450 feet of said Southwest Quarter; thence N89°27'18"E, 705.41 feet along said line to the point of beginning, containing 10.10 acres.

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

## Addendum

### Rezoning Background:

**Existing Uses of Land.** Land uses that occupy the subject property and other surrounding properties are described in the following table.

<b>Direction from Subject Property</b>	<b>Existing Primary Land Uses</b>
Subject Property	Social Service Provider
North	Church Property
East	Railroad / Single-Family Residential
South	Single-Family Residential
West	Single-Family Residential

### Ames Plan 2040

The project area has a Civic land use designation. These designations in Ames Plan 2040 support the proposed rezoning. The intended uses in a Civic area are public facilities, schools, the Ames Municipal Airport, and other public services. At the time of approval of Plan 2040, the site was under the control of Lutheran Services of Iowa and operated as a school and administrative offices.

The Civic designation is appropriate for S-GA (Government/Airport District) zoning, which is exclusively reserved for structures and uses related to or owned by federal, state, county, school districts, or municipal government authorities. S-GA can be applied to any future land use designation. The land use designation helps to guide compatible activities within the S-GA zoning as S-GA zoning is intended to accommodate site improvements and operational needs of unique government uses.

### Land Use Designation & Neighborhood Characteristics

The surrounding area is primarily single-family residential. The site abuts a Railroad to the west. There is also a church that abuts the property to the north. The subject property is currently used by the School District as a school consistent with the previous social service provider owner and use, which is an allowed use with a Special Use Permit.

Northwestern is a City of Ames Collector Street. Northwestern permits parking on the west side of the street for most of the School District's property frontage. Approximately 230 feet from the intersection with 13th street, parking is prohibited as the street is divided into two southbound lanes and one northbound lane.

Residential parking is permitted along the east side of the site approximately 650 feet north of the 13<sup>th</sup> Intersection, essentially the northern 1/3 of the site's frontage.

### Growth Goals

The School District plans address Growth Goal 4, Quality Urban Experience. Several of the goals emphasize creating public spaces, supporting social engagement, incorporate

trail designs, and improving the street design that is sensitive to the surrounding land uses.

The proposed development would include playground space, a community garden, a traffic garden, rentable public event space, an onsite trail network, and improved site access and circulation.

Staff finds that the proposed rezoning aligns with the comprehensive plan Civic designation above and that the rezoning allows for uses that align with these goals.

### **Proposed Zoning Master Plan**

The proposed Master Plan shows the conceptual site layout and circulation through the site. It does not require that all improvements occur at one time, but instead identifies the general layout and types of uses for future approval of site development plans.

The applicant indicates the school will be the primary use of the site, along with a gymnasium, alumni services/offices, IT support services, parking, outdoor recreation and learning areas, and a potential additional building near the gymnasium for future use. (See applicant narrative)

The overall circulation is substantially modified to operate with a school drop off loop internal to the site. Currently the site has no defined drop off loop and parents utilize on site parking and at times Northwestern. A new driveway is proposed at the northern end of the site near Bethesda Lutheran Church. The new driveway on Northwestern greatly enhances usability of the site. The new driveway will eliminate a handful of parking spaces along Northwestern.

The Master Plan also shows the removal of the south driveway as part of the site improvements. The new northeast driveway and the existing southwest driveway will be act as the primary means of circulation.

The S-GA zone does not limit uses if they are operated for a governmental purpose. However, the Master Plan is designed to identify the type and intensity of uses for the site as described above in order to set a reasonable range of expectations for uses of the site. If the Master Plan is approved, use of the site that is generally consistent with the types of buildings and uses that are described will be allowed through approval of Site Development Plan permits by city staff. The Master Plan does not include a phasing plan; the School District will be permitted to make improvements as they determine is appropriate. Improvements to the site for parking, lighting, landscaping, etc. will all be made consistent with City of Ames zoning standards.

### **Infrastructure:**

City water and sanitary sewer currently serve this site from the right-of-way of Northwestern Avenue. Access to the site will be from 13<sup>th</sup> Street and Northwestern

Avenue. The proposed development can be served by existing utilities. The 13<sup>th</sup> Street access is proposed to be improved and extended to a new Northwestern Avenue access located on the northeast corner of the site.

**Findings of Fact.** Based upon an analysis of the proposed rezoning and laws pertinent to the proposed map amendment, staff makes the following findings of fact:

1. The subject property is owned by the Ames Community School District.
2. The stated purpose of the S-GA zoning designation is, in part, to be reserved exclusively for structures and uses related to or owned by federal, state, county, school districts, or municipal government authorities.
3. The proposed zoning is consistent with the “Civic” designation identified on the Ames Plan 2040 Future Land Use Map.
4. The Master Plan will ensure that development and intensity of the use is safe, functional, efficient, and environmentally sound operation.
5. Impacts on infrastructure and City services for this parcel is consistent with what is already anticipated for the area.

**Public Notice.** The City provided mailed notice to all property owners within 400 feet of the subject property prior to the Planning and Zoning Commission meeting in accordance with the notification requirements of Chapter 29.

The applicant stated that they held a neighborhood meeting on December 3<sup>rd</sup>, 2025, to discuss the project. The applicant indicated that general feedback was in support of the rezoning and proposed use of the site. The applicant sent out courtesy notice of the rezoning to neighbors near the subject property.

## Rezoning with Master Plan

### *Application Packet*

1. **Application Packet.** *Be sure to complete and submit all the required materials that are part of this Application Packet. Failure to do so will result in a delay in accepting your application until it is complete.*

The “Application Packet” for *Rezoning* includes the following:

- *Application Form* (This form must be completed for all applications);
- *Permission to Place a “Zoning Action Pending” Sign on Private Property* (This form must be signed by the property owner); and
- *Checklist* (Use this checklist to assure that you have included all of the required information with your application materials); and if applicable,
- *PUD Overlay Supporting Information* (These apply only to a PUD Overlay Rezoning request).

2. **The Process.** The rezoning process involves the following steps:

- **Pre-application Conference.** Applicants are encouraged to meet with planning staff prior to submitting an application for rezoning to determine conformance of the request with Ames Plan 2040, the City’s comprehensive plan. ***PUD Rezoning applicants are required to meet with staff for a Pre-application Conference*** prior to submitting an application (see “PUD Pre-application Conference” application).
- **Master Plan Requirements** are included in Sections 29.1507(3) and 29.1507(4). The *Master Plan* allows the developer to get entitlement without having to fully flesh out complete details required for a *Major Site Development Plan* or *Preliminary Plat*.
- **Rezoning Submittal.** Submit the completed application packet information to the Department of Planning & Housing. Staff has 30 days to review for completeness and adequacy and request additional information. Applicant shall provide written responses prior to staff’s noticing of the public hearing.
- **Rezoning Public Hearing Notice.** Notice of the Public Hearing on the proposed Zoning Map amendment will be mailed by the Department of Planning & Housing to the owners of property located within 200 feet of the boundaries of the area proposed for rezoning.
- **City Staff Prepares Planning & Zoning Commission Action Form.** Staff will analyze the rezoning request in relation to Ames Plan 2040, the City’s comprehensive plan, and other applicable plans, policies, ordinances, and resources and will document its findings.
- **Planning & Zoning Commission Recommendation.** The Planning & Zoning Commission shall hold a public hearing and file its recommendations approving, disapproving, or modifying the requested rezoning with the City Council within 90 days thereafter, unless time extensions are specifically requested by the applicant.

- **City Staff Prepares Council Action Form.** Staff will update the analysis of the rezoning request presented to the Planning & Zoning Commission and will include the Commission's recommendation to the Council.
- **Rezoning Public Hearing Notice.** Notice of the Public Hearing on the proposed Zoning Map amendment will be made by mail, publication, and posting at least 7 days prior to the Council meeting. In no case shall the public hearing be held earlier than the next regularly scheduled City Council meeting following the notice.
- **City Council Public Hearing.** The Council conducts a public hearing on the rezoning ordinance request. In order for the rezoning to take effect, the Council must approve the rezoning at three separate readings. The first reading may be held at the same time as the public hearing. The second and third readings are held at subsequent City Council meetings.
- **Reasonable Conditions.** The City Council may impose reasonable conditions prior to conducting a public hearing on the zoning map amendment in accordance with Section 414.5 of the Iowa Code.

3. **Commission and Council Meetings.**

The *Planning & Zoning Commission* regularly meets on the *first and third Wednesdays of the month at 7:00 p.m.* in the City Council Chambers.

The *City Council* generally meets on the *second and fourth Tuesdays of the month at 6:00 p.m.* in the City Council Chambers.

4. **Filing & Fee.** All required information and materials must be filed with the:

Department of Planning & Housing  
Room 214, City Hall  
515 Clark Avenue  
Ames, Iowa 50010

*Payment of the filing fee is required at the time the application is submitted. The amount of the filing fee is available from the Department of Planning & Housing.*

5. **Vote Required When the Amendment is Protested.** Written protest by the owners of 20% or more of the property by area *within the proposed zoning area* or by the owners of 20% or more of the property by area *within 200 feet of the proposed rezoning area* will require the favorable vote of at least three-quarters (3/4) of all members of the City Council.
6. **Renewal of the Petition After Denial.** When a rezoning petition has been denied by the City Council, such petition cannot be renewed for one year thereafter unless it is signed by at least 50% of the property owners who previously objected to the change. This provision, however, shall not prevent City Council from acting on its own initiative in any case or at any time.

**IF YOU HAVE ANY QUESTIONS WHILE COMPLETING THIS APPLICATION,  
PLEASE CONTACT THE DEPARTMENT OF PLANNING & HOUSING.**

Phone: 515-239-5400  
Email: [planning@cityofames.org](mailto:planning@cityofames.org)

# Rezoning with Master Plan Application Form

(This form must be filled out completely before your application will be accepted.)

1. **Property Address for this Rezoning Request:** 1323 Northwestern Avenue, Ames, Iowa

2. **Tax parcel identification number(s):** 05-34-455-130

3. **Legal Description(s) including the land area** (attach, if lengthy): \_\_\_\_\_

See attached Survey Plat for full legal description

4. **Existing Zoning Classification of the Property:** RL – Residential Low Density

5. **Proposed Zoning Classification of the Property:** S-GA – Government/Airport District

6. **Project Name:** Northwestern & 13th Street Property Redevelopment

7. **Property Owner:** Ames Community School District

Business: Ames Community School District

Address: 2005 24th Street  
(Street)

Ames Iowa 50010  
(City) (State) (Zip)

Telephone: 515-268-6600  
(Primary) (Other)

8. **Applicant:** Melissa Goodwin

Business: 10Fold Architecture + Engineering

Address: 413 Kellogg Avenue  
(Street)

Ames Iowa 50010  
(City) (State) (Zip)

Telephone: 515-292-0007 641-425-5231  
(Primary) (Other)

9. **Contact Person:** Melissa Goodwin

Business: 10Fold Architecture + Engineering

Address: 413 Kellogg Avenue  
(Street)

Ames Iowa 50010  
(City) (State) (Zip)

Telephone: 515-292-0007 641-425-5231  
(Primary) (Other)

Email address: mgoodwin@10foldarchitecture.com

Obtaining approval of this Rezoning does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, IDOT access permits, et cetera.

*I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Ames, and have submitted all the required information.*

Signed by:  Date: 1/15/2026

**Property Owner(s)**  
Scott Grimes  
**Print Name**

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

**Rezoning with Master Plan**  
*Permission to Place a “Zoning Action Pending” Sign  
on Private Property*

(This form must be filled out completely before your application will be accepted.)

Section 29.1500(2)(d)(iii) of the Zoning Ordinance, requires that **notice shall be posted by the City on signs posted on the subject property.** One sign shall be posted for each property. Required signs shall be posted along the perimeter of the subject property in locations that are highly visible from adjacent public streets *prior to the public hearing.*

The owner of property at 1323 Northwestern Avenue hereby grants the City of Ames permission to place “Zoning Action Pending” signs on the property for the purpose of informing interested persons of the request for action by the City of Ames.

*I understand that the signs will be placed on the property several days prior to action on the request by the Planning and Zoning Commission, Zoning Board of Adjustment, or the City Council, and may remain on the property until the request has been approved or denied by the City.*

Signed by:  Date: 1/15/2026  
**Property Owner**  
Scott Grimes  
**Print Name**

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

# Rezoning with Master Plan *Checklist*

(The following required information must be addressed as an attachment to this form before your application will be accepted.)

*The Master Plan allows the developer to get entitlement without having to fully flesh out complete details required for a Major Site Development Plan or Preliminary Plat.*

**Please attach your answers to each item.**

- Reasons for Requesting Rezoning.** Provide a narrative describing the details and goals of the project and how the project supports the purpose of the requested zoning district.  
*If your request is for a PUD*, provide enough detail related to the design of the proposal, so that it can be determined that the Findings included in Sec. 29.1114(3), are met.
- Consistency with Ames Plan 2040, the City of Ames comprehensive plan.** Explain how the rezoning request is consistent with Ames Plan 2040.
- Proposed use.** Explain the use of the property in sufficient detail for staff to determine code compliance. Include a diagram and description of the development that includes the housing type for each area and min./max. unit count along with a summary table of all uses. See Sections 29.1507(4)(ix), 29.1507(4)(x), & 29.1507(4)(xi).
- PUD Conceptual Building Design Character.** The City may require additional materials related to housing design as needed to support the proposed rezoning request.
- PUD Supporting Information.** See the following pages.
- Master Plan**
  - Conceptual Site Plan.** Include a conceptual site plan that includes the items described within Sections 29.1507(4).
  - PUD Zoning Deviations.** If your request is for a PUD, include details of proposed deviations to zoning standards for lot area, lot width, lot frontage, setback, and site coverage. These may be noted on the plan or as a table that accompanies the PUD Overlay Rezoning request.
- A Rezoning Map:**
  - Drawn to scale.
  - Date of submittal.
  - North Arrow.
  - Boundaries of the property proposed for Rezoning (show the boundary in a solid bold line) with existing and proposed zoning and acreage.
  - Complete Legal Description with land area (measured in square feet and/or acres) of the properties proposed for rezoning (only include the legal descriptions for properties that are part of the rezoning request.).

# RETRACEMENT PLAT OF SURVEY

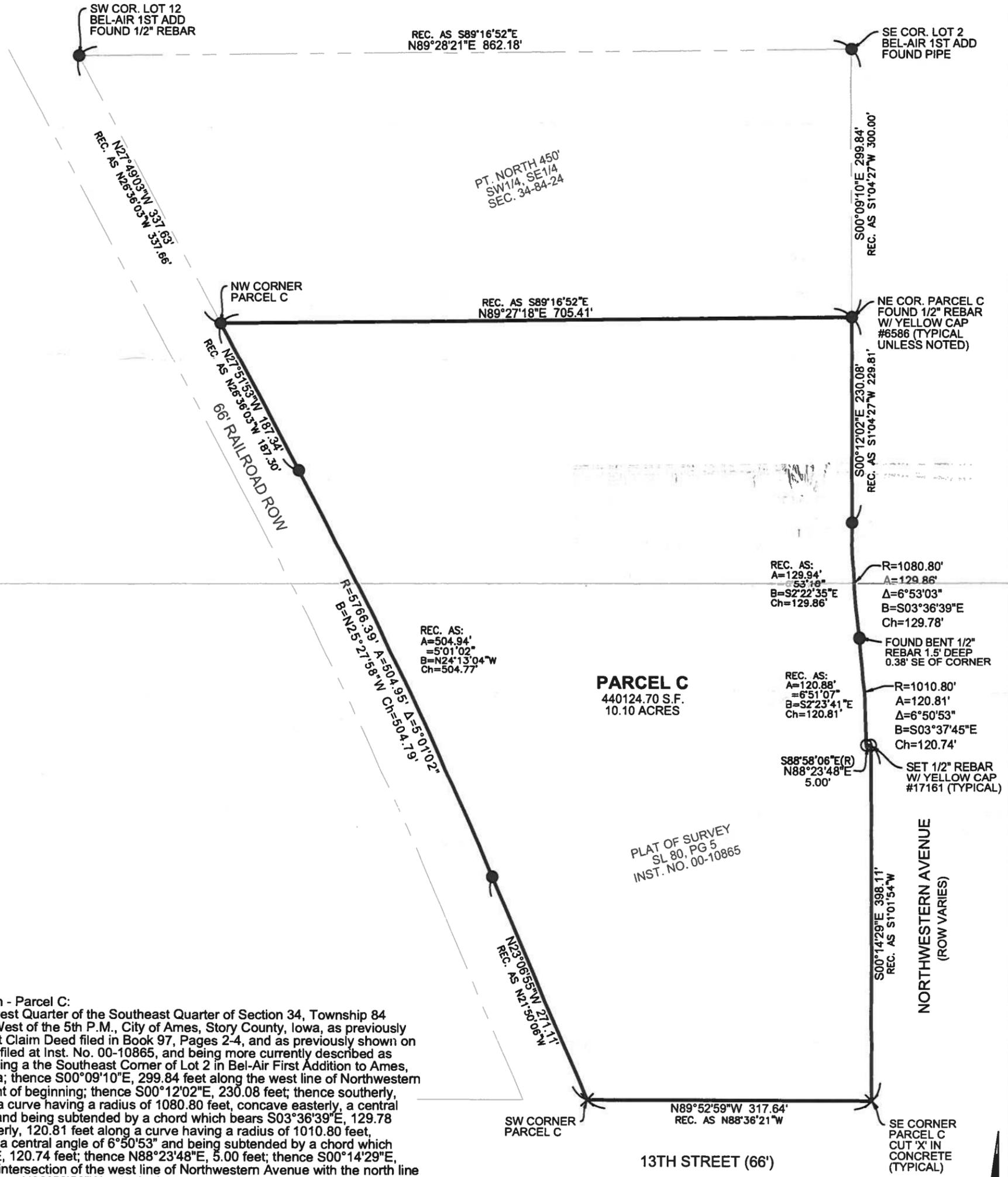
LOCATION: PARCEL C IN THE SW1/4, SE1/4 SEC. 34-84-24  
CITY OF AMES, STORY COUNTY, IOWA

PROPRIETOR: LUTHERAN SERVICES IN IOWA, INC.

REQUESTED BY: GERRY PETERS, AMES COMM. SCHOOL DISTRICT

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

Instrument #: 2023-00249  
01/11/2023 10:57:43 AM Total Pages 1  
SURV SURVEYS AND PLATS  
Recording Fee: \$ 7.00  
Stacie Herridge, Recorder, Story County Iowa



**Survey Description - Parcel C:**  
Part of the Southwest Quarter of the Southeast Quarter of Section 34, Township 84 North, Range 24 West of the 5th P.M., City of Ames, Story County, Iowa, as previously described in a Quit Claim Deed filed in Book 97, Pages 2-4, and as previously shown on the Plat of Survey filed at Inst. No. 00-10865, and being more currently described as follows: Commencing at the Southeast Corner of Lot 2 in Bel-Air First Addition to Ames, Story County, Iowa; thence S00°09'10"E, 299.84 feet along the west line of Northwestern Avenue to the point of beginning; thence S00°12'02"E, 230.08 feet; thence southerly, 129.86 feet along a curve having a radius of 1080.80 feet, concave easterly, a central angle of 6°53'03" and being subtended by a chord which bears S03°36'39"E, 129.78 feet; thence southerly, 120.81 feet along a curve having a radius of 1010.80 feet, concave westerly, a central angle of 6°50'53" and being subtended by a chord which bears S03°37'45"E, 120.74 feet; thence N88°23'48"E, 5.00 feet; thence S00°14'29"E, 398.11 feet to the intersection of the west line of Northwestern Avenue with the north line of 13th Street; thence N89°52'59"W, 317.64 feet along the north line of 13th Street to the easterly right of way line of an existing railroad; thence following said line N23°06'55"W, 271.11 feet; thence northwesterly, 504.95 feet along a curve having a radius of 5766.39 feet, concave southwesterly, a central angle of 5°01'02" and being subtended by a chord which bears N25°27'58"W, 504.79 feet; thence N27°51'53"W, 187.34 feet to the south line of the North 450 feet of said Southwest Quarter of the Southeast Quarter; thence N89°27'18"E, 705.41 feet along said line to the point of beginning, containing 10.10 acres.

**PARCEL C**  
440124.70 S.F.  
10.10 ACRES

PLAT OF SURVEY  
SL 80, PG 5  
INST. NO. 00-10865



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

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

*R. Bradley Stumbo*

R. BRADLEY STUMBO, PLS  
License number 17161

My license renewal date is December 31, 2023.

1-10-23

DATE



# Rezoning with Master Plan

## *Narratives*

### ***Reasons for Requesting Rezoning***

The Ames Community School District purchased the site at 1323 Northwestern Ave (hereafter, the Site) in 2023 from Lutheran Services in Iowa, a social services provider. The current zoning of the Site is Residential Low Density (RL), and per the code, the original use as a social services provider was acceptable within RL zoning if it is pre-existing. The Ames CSD does not intend to use the Site for social services and proposes uses that, per Table 29.701(2), are either not acceptable (e.g., office uses) or require a special use permit within the RL zone (see below for a description of the proposed uses). The school district seeks to rezone the property so that the goals and vision identified in the masterplan (attached and described below) can be achieved, enhancing a school and community resource in the process.

Currently, the Site is not viewed in the most favorable way by some of the neighboring residents and questions exist about what the Ames CSD intends to do with the property. Neighbors consider the existing Admin building on Northwestern to be an eyesore and look forward to its demolition. With these concerns in mind, the Ames CSD is committed to enhancing rather than diminishing the surrounding property values and neighborhood aesthetic. Furthermore, the school district plans to redevelop the Site using the following goals as guideposts:

1. Create a centerpiece for the Ames community
2. Provide extended opportunities for students
3. Create multi-purpose spaces that support student services, administrative needs, and community partnerships

Additionally, the conceptual masterplan of the Site focuses on ideas such as community, connectivity, and learning/playing/growing. The Ames CSD hopes to realize these goals and concepts through strategies that will transform the Site into both a school and community asset. Such strategies include improving vehicular circulation through the Site; providing more site amenities for the neighboring community including outdoor play areas and rentable indoor space; and using natural elements to create a welcoming, intentional, and cohesive appearance across the different uses of the Site.

Rezoning from RL to the Government/Airport District (S-GA) special purpose district would provide the most flexibility for the Ames Community School District as they work to redevelop the property and realize the community-focused vision of the masterplan. Additionally, rezoning is a more efficient redevelopment and zoning tool when compared to special use permits as the former is only required once, whereas the latter would require a special use permit for each proposed use as identified in Table 29.701(2). Finally, because the Site is now owned by the school district and not a social services provider, rezoning to S-GA would mean the Site is zoned like other Ames CSD-owned properties across the city.

While the zoning code does not identify any specific purposes for S-GA districts (outside of “structures and uses related to or owned by federal, state, county, school districts, or municipal governmental authorities”), the intended goal of Special Purpose Districts in general, as outlined in Section 29.1000 of the Zoning Code is to “further the goal of creating a new vision for the City, including [...] a sense of place and connectivity.” The school district’s vision for the Site aligns with this goal of creating a sense of place and connectivity, and rezoning the property to S-GA will best help realize this goal and allow the Ames CSD to redevelop the Site into an asset for the neighborhood and community.

### ***Consistency with Ames Plan 2040, the City of Ames Comprehensive Plan***

The Future Land Use Map, dated May 2023 and included as part of the *Ames Plan 2040*, already shows the property as “civic” in nature. Civic land uses are defined as including government facilities, university grounds, airport grounds, public and quasi-public parks, schools, and religious facilities such as churches and cemeteries. Additionally, the Plan Compliance Matrix (p.137, *Ames Plan 2040*) indicates a “primary” relationship between these civic land use categories and “S-GA” special zoning districts. Rezoning to S-GA not only provides the school district with the flexibility it needs to pursue the master plan for the property but also brings the Site into compliance with the comprehensive plan.

Although civic uses are not a significant focus of the *Ames Plan 2040*, one can apply other goals of the *Plan* to further detail the rezoning’s consistency with future land use goals. *Ames Plan 2040* sets out to establish a “unified and compelling vision” for Ames, and through this vision, seeks to guide land use regulation for the next twenty years and beyond. The Vision of the *Plan* includes key phrases and goals with which the redevelopment of 1323 Northwestern aligns: investing in existing areas and supporting change; maintaining an inclusive, thriving, and vital community; and meeting the needs of current and future residents through a high quality of living. Rezoning the Site to S-GA helps the City of Ames achieve these goals.

Because the school district envisions this property as becoming a centerpiece for the Ames community, the master plan includes goals and amenities that are consistent with the plan elements and guiding principles identified in *Ames Plan 2040*. Perhaps the most important is Land Use Element #2, “Compatibility with Flexibility,” which emphasizes minimizing conflicts between adjacent land uses. The master plan focuses on creating an inviting and cohesive appearance across the Site that is compatible with the surrounding neighborhood. While the use of the property will be “civic” in nature, the residential areas around the property were also considered, and enhancing compatibility between the Site and its neighboring properties was a top priority when developing the master plan.

Although the property is existing, the master plan also complies with Growth principle #6 “Planning for Equity” by providing quality public services, parks, and civic facilities. The master plan includes a multi-program site that serves students in the community and provides rentable public facilities, while also maintaining the existing green space that exists across a sizable portion of the Site. This variety of uses is also consistent with Land Use principle #4 which “encourage[s] a compatible mix of uses to create more active, interesting, and efficient city environments, while providing residents convenient access to [...] vital community facilities.”

Looking more directly at the trail and outdoor amenities that the site master plan seeks to implement, many parallels exist between the intent of these recreation areas and the guiding principles identified in *Ames Plan 2040* for plan elements concerning the Environment and Parks, Trails, and Greenways. Incorporating a recreation trail through the Site helps to provide additional opportunities for connectivity to the neighborhood as well as further developing the city’s network of green spaces (*Ames Plan 2040* guiding principle E3). While much of the Site will consist of developed space, the school district’s priority is to maintain as much of the

existing green space as possible, allowing for passive usage in the open space and more active usage of the play areas and other programmed areas.

Providing a park like setting on school district property also aligns with guiding principles P2 and P8, which harnesses the power of partnerships to create a diversity of recreation and natural features that support active lifestyles and community wellbeing. This helps to create a neighborhood and community destination that is safe and family friendly and akin to a small neighborhood park. Together, these outdoor recreation opportunities enhance the “human experiences of recreation and natural space enjoyment” and focus on “recreational value and harmony with the natural surroundings,” priorities identified in *Ames Plan 2040*.

Another high priority of the school district in developing the master plan was to improve the circulation and enhance the parking opportunities. This goal aligns with the intention behind the *Ames Plan 2040* Mobility element, which recognizes the connection between land use and transportation. Providing additional on-site parking spaces and improved on-site vehicular circulation will lessen the impact on adjacent streets, freeing up street parking and decreasing the traffic congestion in and out of the Site. Additionally, the creation of a new site entry point to the north will help to decrease potential congestion at the Northwestern and 13th Street intersection. Both strategies complement the *Ames Plan 2040* Mobility goals.

In addition to compliance with Growth, Land Use, Environment, Parks, Trails and Greenways, and Mobility goals, the proposed master plan is also consistent with the *Ames Plan 2040* Neighborhood and Community Character goals. Rezoning the Site to S-GA provides the school district with an opportunity to reinvest in an existing site and enhance the quality of the surrounding neighborhood (principle H2, *Ames Plan 2040*). The school district recognizes the importance of being a “good neighbor” and maintaining the character of the neighborhood, and as a result, has prioritized a master plan that complements the existing residential design. For example, the design scheme identified for the outdoor amenities is centered on a natural, earthly aesthetic that complements the natural features of the neighborhood. Beyond that, the school district seeks to develop the Site into a centerpiece and resource for the Ames community, consistent with guiding principle C4, which focuses on “recogniz[ing] and reinforc[ing] a sense of place for existing and new areas.”

All these strategies together provide a cohesive and intentional site design that complements the surrounding neighborhood, provides a variety of public amenities, and is welcoming to the community. Driven by school district goals to create multi-purpose spaces that provide opportunities for students and the public, the Site master plan is consistent with the *Ames Plan 2040* and realizes many goals of the overall Vision of the city and comprehensive plan. Rezoning the Site to S-GA is seemingly already identified in the *Ames Plan 2040*, but beyond bringing the Site into compliance, rezoning is the first step to redeveloping an underutilized site into a community asset that can support and enhance the lives of Ames residents for decades to come.

## ***Proposed Use***

Through the master planning process, several strategies and goals were developed that respond to the Ames Community School District's needs for the property while also considering the Site as a community resource. Proposing a multi-phase approach to the redevelopment, the master plan is divided into four proposed categories: parking and driveway improvements, building renovations, new construction, and trail and outdoor amenity additions. These categories are described more thoroughly in the paragraphs below.

One of the top priorities of the site redevelopment is to improve the disjointed nature of the circulation and existing buildings. In response, the master plan focuses on connecting areas within the site by improving parking and sidewalk access. Additionally, the plan proposes connecting the site to the neighboring community by adding a driveway into the site and a recreational trail throughout the site. Together, both strategies emphasize both intra-connectivity within the site and inter-connectivity between the site and the surrounding neighborhood. The addition of a new driveway off Northwestern allows for a reconfiguration of the vehicular circulation and improves drop-off procedures for students in the therapeutic classrooms and Homeschool Assistance Program in the Ames Center building. Additionally, the reconfigured through-site driveway provides opportunities for more on-site parking to accommodate the various user groups of the site. Finally, new sidewalks will be created, connecting these parking areas to buildings on site and providing safe, pedestrian accessibility as well.

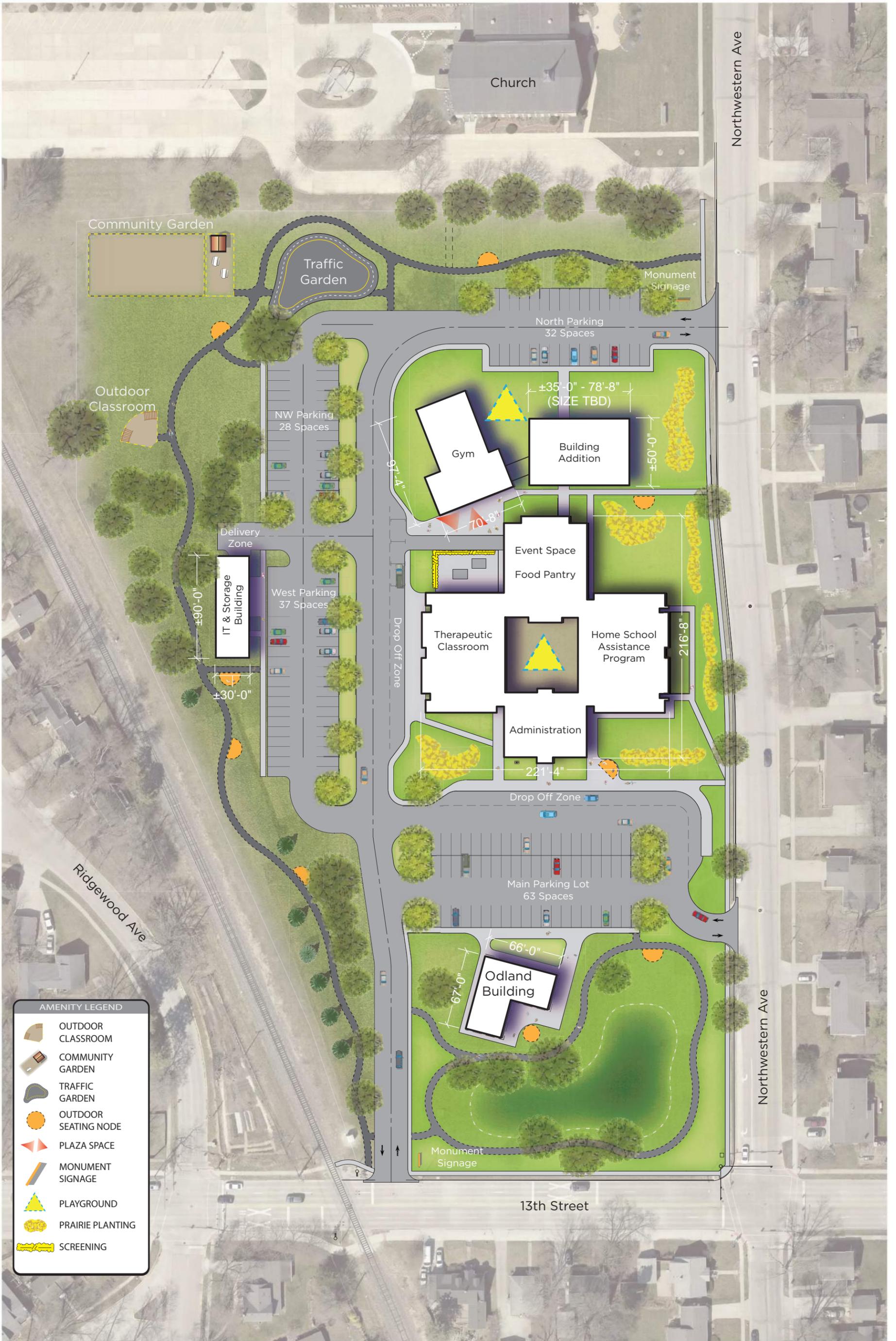
Another priority of the Ames CSD is to revitalize existing resources through the renovation of the Odland and Gymnasium buildings and provide options for usable/rentable space. These buildings are, respectively, the southernmost and northernmost buildings on the Site and provide the main opportunities for public space rental. The Odland Building is a single-story residential-like structure that will be renovated to include office spaces that can be utilized by the school district's alumni association and foundation and will also include meeting rooms that can be rented out by the public. The Gymnasium renovation includes installing new flooring in the gym, bringing the existing restrooms into code and accessibility compliance, and upgrading the HVAC and fire protection systems. The proposed office and meeting spaces in the Odland Building are not allowable uses under the current zoning classification and therefore require rezoning to S-GA if the school district is to proceed with the renovations.

Proposed new construction on the Site includes an IT and Storage Building along the west edge of the site and a gymnasium addition. The gymnasium addition would likely match the existing Gymnasium and AMES Center building in vertical scale, with a footprint that could range between 35 feet and 78 feet by 50 feet. This building would provide additional classroom or office space and is shown in the master plan as a placeholder for the future. The IT and Storage Building is a higher priority and would contain offices and storage for the school district's IT department as well as storage for curriculum materials, facilities equipment, and furniture. The conceptual layout of this building consists of an office area with two small offices and a larger open office space, a conditioned storage bay, and two unconditioned storage bays. This building would likely be a single-story pre-engineered metal building with an approximate 30' x 90' footprint. Like the Odland Building, these uses are also not allowed under the current zoning classification and provide another example of why the site would need to be rezoned to S-GA.

Finally, the school district wanted to include more site amenities for the neighboring community, including play spaces, a traffic garden, community garden enhancements, and outdoor learning opportunities. Because the current conditions are disjointed, Ames CSD wanted to use natural elements to create a welcoming intentional, and cohesive appearance across the different zones of the site. Mature trees and the community garden were preserved as valuable assets, and the plan intentionally maintains as much of this natural character as possible. A new trail system meanders throughout the site, connecting key features such as outdoor classrooms, seating areas, a traffic garden, and playgrounds, creating a cohesive, functional, and engaging environment for students and the community alike.

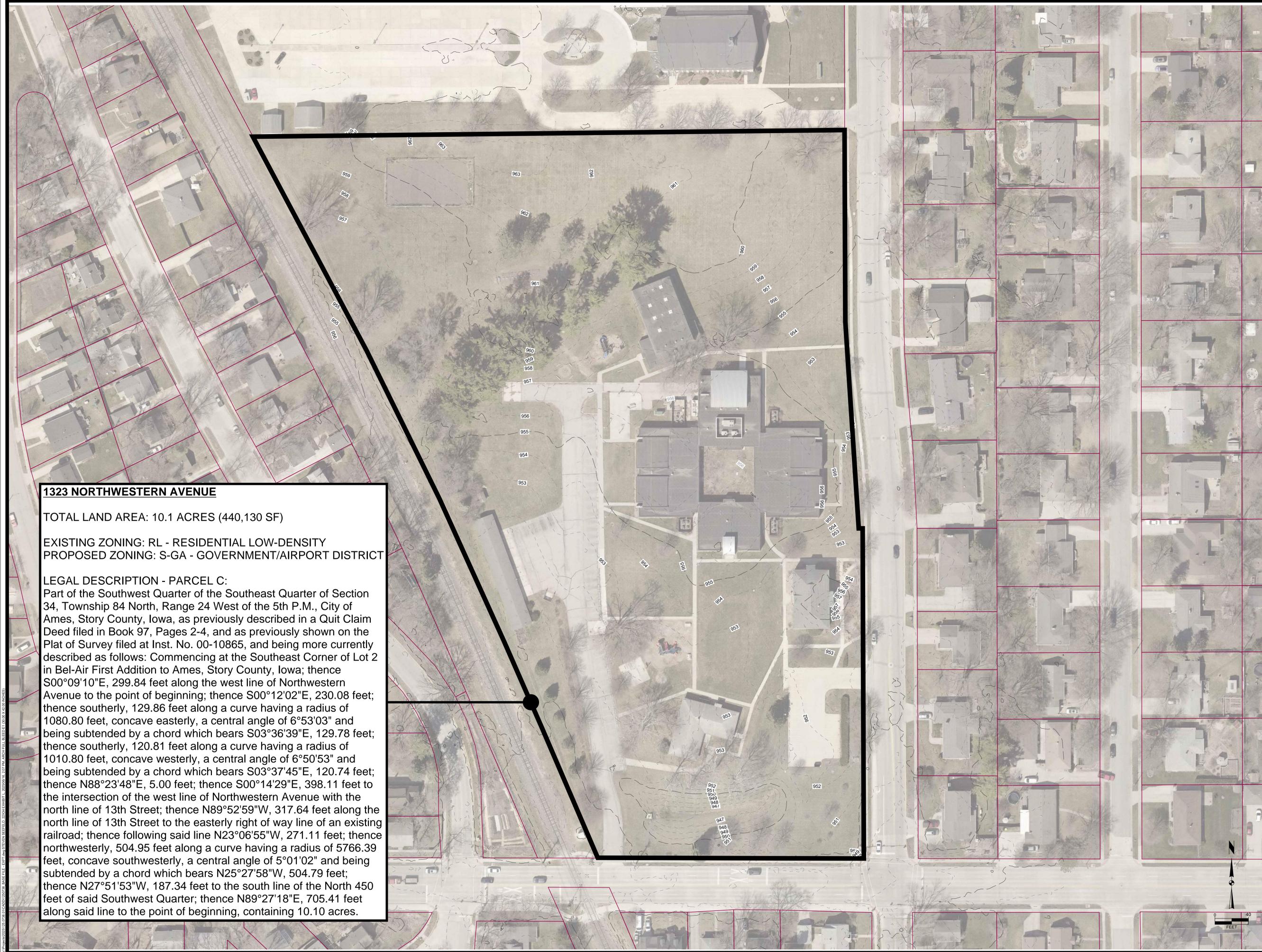
Because the Site contains many uses and will serve different user groups, the typical operating hours will likely vary across functions. Currently, the main AMES Center building provides therapeutic classrooms in the west wing and space for the school district's Home School Assistance Program (HSAP) in the east wing. These functions will continue as the site is developed, operating Monday through Friday, 8:10 am to 3:15 pm and 8:00 am to 4:00 pm, respectively. The north wing of the AMES Center will be used periodically for professional development activities for Ames CSD staff. These all take place during typical business hours and may occur as little as one half or full day a month to several days a month, spread throughout the year. It is during these professional development days when the on-site parking will be utilized the most. Because the new IT and Storage building will contain offices for the school district's IT staff, the building will likely be used Monday through Friday, 7:00 am to 5:00 pm. Similarly, the Odland Building will contain offices, though additional conference and meeting rooms will be available to rent, so the hours will extend beyond typical business hours, being available everyday of the week, 6:00 am to 10:00pm. The existing Gymnasium would likely be available every day of the week, from 6:00 am to 10:00 pm. Because the school district wants to provide community resources with some of the spaces on the site, many areas will be rentable to the public, including the gymnasium, Odland Building, and other event spaces in the AMES Center. These rentable spaces will be available during the week after school/office hours until 10:00 pm, and 7:00 am to 10:00 pm on the weekends, though the actual usage may only be periodically. For the outdoor and playground spaces, signs would be posted to match current playground hours at other school district facilities, typically open from 6:30 am to 10:00 pm and closed during school hours.

As depicted in the Site Master Plan (attached), the proposed site design carefully balances vehicular and pedestrian circulation, emphasizing safe, efficient, and intuitive movement throughout the property. In addition to circulation improvements, the design builds upon and integrates existing site amenities to benefit both the school district and the broader Ames community. With many different user groups visiting the site, whether to work, learn, or play, the proposed site design provides a cohesive and intentional natural environment that is welcoming to the community.



**AMENITY LEGEND**

	OUTDOOR CLASSROOM
	COMMUNITY GARDEN
	TRAFFIC GARDEN
	OUTDOOR SEATING NODE
	PLAZA SPACE
	MONUMENT SIGNAGE
	PLAYGROUND
	PRAIRIE PLANTING
	SCREENING



**1323 NORTHWESTERN AVENUE**

TOTAL LAND AREA: 10.1 ACRES (440,130 SF)

EXISTING ZONING: RL - RESIDENTIAL LOW-DENSITY  
 PROPOSED ZONING: S-GA - GOVERNMENT/AIRPORT DISTRICT

LEGAL DESCRIPTION - PARCEL C:  
 Part of the Southwest Quarter of the Southeast Quarter of Section 34, Township 84 North, Range 24 West of the 5th P.M., City of Ames, Story County, Iowa, as previously described in a Quit Claim Deed filed in Book 97, Pages 2-4, and as previously shown on the Plat of Survey filed at Inst. No. 00-10865, and being more currently described as follows: Commencing at the Southeast Corner of Lot 2 in Bel-Air First Addition to Ames, Story County, Iowa; thence S00°09'10"E, 299.84 feet along the west line of Northwestern Avenue to the point of beginning; thence S00°12'02"E, 230.08 feet; thence southerly, 129.86 feet along a curve having a radius of 1080.80 feet, concave easterly, a central angle of 6°53'03" and being subtended by a chord which bears S03°36'39"E, 129.78 feet; thence southerly, 120.81 feet along a curve having a radius of 1010.80 feet, concave westerly, a central angle of 6°50'53" and being subtended by a chord which bears S03°37'45"E, 120.74 feet; thence N88°23'48"E, 5.00 feet; thence S00°14'29"E, 398.11 feet to the intersection of the west line of Northwestern Avenue with the north line of 13th Street; thence N89°52'59"W, 317.64 feet along the north line of 13th Street to the easterly right of way line of an existing railroad; thence following said line N23°06'55"W, 271.11 feet; thence northwesterly, 504.95 feet along a curve having a radius of 5766.39 feet, concave southwesterly, a central angle of 5°01'02" and being subtended by a chord which bears N25°27'58"W, 504.79 feet; thence N27°51'53"W, 187.34 feet to the south line of the North 450 feet of said Southwest Quarter; thence N89°27'18"E, 705.41 feet along said line to the point of beginning, containing 10.10 acres.

MARK	REVISION	DATE	BY
Engineer: ENGR	Checked By: CHKD	Scale: 1" = 40'	
Technician: TECH	Date: MM-DD-YYYY	T-R-S: TTN-RRW-SS	
Project No: XXX.XXXX.XX			Sheet ####

**PROJECT CITY, COUNTY, STATE**

**NORTHWESTERN & 13TH STREET**

SUBMITTED: JANUARY 2026

**SNYDER & ASSOCIATES, INC. |**

1800 WEST 22ND STREET  
 SUITE 200 ATLANTIC, IOWA 50022  
 712-243-6605 | www.snyder-associates.com

**SNYDER & ASSOCIATES**

REZONING MAP

ITEM #: 50  
DATE: 03-10-26  
DEPT: P&H

## COUNCIL ACTION FORM

**SUBJECT: ORDINANCE CREATING TAX INCREMENT FINANCING DISTRICTS WITHIN THE DOWNTOWN REINVESTMENT DISTRICT URBAN RENEWAL AREA**

### BACKGROUND:

The City approved the Downtown Reinvestment District Urban Renewal Area and Plan on August 24, 2021. The Downtown Reinvestment District URA has multiple purposes of supporting economic development and elimination of blight. Within the Urban Renewal Plan (Plan), the use of Tax Increment Financing (TIF) is identified as a tool to achieve the goals of urban renewal. The Plan identifies the use of TIF up to a maximum of \$32.5 million for public improvements, acquisition, economic development grants, or any other purpose permitted by state law for urban renewal.

TIF is a state established process that allows for the City to collect additional incremental taxes generated within a URA to fund urban renewal activities that are consistent with the Plan. Although use of TIF is identified within the Plan, a specific ordinance defining the area for collection of the incremental taxes must be approved separately from the Plan.

The overall URA is approximately 75 acres (See Attached Maps). Staff is proposing to establish two TIF districts totaling approximately five acres on the site planned as the Linc redevelopment project. The Linc site will be divided into an eastern district that is generally the lands east of Washington Avenue extending to Kellogg Avenue and a western area for the remainder of area west of Washington Avenue to Clark Avenue. Creating two TIF districts allows for phasing of redevelopment.

**The proposed TIF ordinance only defines the areas where TIF may be collected under the provisions of state law. Use of TIF and the maximum amount of TIF is directed by the previously approved URA Plan. The ordinance does not define the TIF amount, timing, or project type to be funded. A future development agreement would need to be negotiated in relation to the amount of TIF that could be directed to a developer as an economic incentive for the Linc project.**

### ALTERNATIVES:

1. Approve First Reading of the attached ordinance establishing the Downtown Reinvestment District Urban Renewal Area TIF District #8 and #9 by amending Chapter 24 of the Ames Municipal Code.
2. Defer action on the proposed ordinance and request more information from staff.

### CITY MANAGER'S RECOMMENDED ACTION:

Creating TIF districts is consistent with the adopted Downtown Reinvestment District Urban Renewal Plan. Approving the TIF districts at this time is consistent with prior City Council

support for the redevelopment of the Linc site by establishing the mechanism to fund incentives for redevelopment.

**Approval of the two TIF districts does not provide any specific incentive to the Linc developer at this time. A specific amount of incentive and timing in relation to each TIF district will be determined by negotiation of a future development agreement that is subject to approval by the City Council.** Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, as described above.

**ATTACHMENT(S):**

[TIF Ordinance Memo.docx](#)

[Ordinance 8th-9th TIF District.PDF](#)

[Downtown Reinvestment District URA and TIF districts](#)



# Memo

Department of Planning & Housing

**TO:** Mayor and City Council

**FROM:** Department of Planning and Housing

**DATE:** March 6, 2026

**SUBJECT: Draft Ordinance for Downtown Reinvestment District URA TIF Districts**

Planning staff is working with the Public Works Department to confirm the legal description of TIF District #8 and #9 reflect the area shown in Attachment 1. A complete draft ordinance will be provided on March 9<sup>th</sup>.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY ENACTING A NEW SECTION 24.21 THEREOF, FOR THE PURPOSE OF ESTABLISHING THE EIGHTH AND NINTH TAX INCREMENT FINANCING DISTRICTS; 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 enacting a new Section 24.21 as follows:

**“Sec. 24.21. DOWNTOWN REINVESTMENT DISTRICT TAX INCREMENT FINANCING DISTRICTS.**

(1) Purpose. The purpose of this ordinance is to provide for the division of taxes levied on taxable property within the Downtown Reinvestment District Urban Renewal Area, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Ames to finance projects in such area.

(2) Definitions. For use within this ordinance the following terms shall have the following meanings:

" City" shall mean the City of Ames, Iowa.

"County" shall mean Story County, Iowa.

"Urban Renewal Area" shall mean the Downtown Reinvestment District Urban Renewal Area, such area having been identified in the Urban Renewal Plan approved by the Ames City Council by Resolution No. 21-467 adopted on August 24, 2021, which includes the real property identified below and shall constitute the tax increment financing districts created by this ordinance. There shall be two TIF Districts created as set forth below, which shall be the City's Eighth and Ninth Tax Increment Financing Districts [TIF]:

**(a) Eighth Tax Increment Financing District-The Linc East**

121 Kellogg Avenue (09-02-358-010): Lots Twelve (12) and Thirteen (13) in Lee & Munn's Subdivision, a replat of Lot "A", except the West Sixty (60') feet of said Lot "A", a part of Block 49, Fourth Addition to Ames, Iowa; and

119 Kellogg Avenue (09-02-358-020): Lot 11, Lee & Munn's Subdivision, a replat of Lot "A", except the west (60') feet of said Lot A, a part of Block 49, Fourth Addition to Ames, Iowa; and

117 Kellogg Avenue (09-02-358-030): Lot 10 in Lee & Munn's Subdivision of Lot "A," in Block 49, Fourth Addition to Ames, Iowa, except the West 60 feet thereof; and

113 Kellogg Avenue (09-02-358-040): Lots 7, 8, and 9, all in Lee & Munn's Subdivision to Ames, Iowa; and

111 Kellogg Avenue (09-02-358-050): Lot 6, in Lee & Munn's Subdivision, Ames, Iowa; and

109 Kellogg Avenue (09-02-358-060): Lot 5, in Lee & Munn's Subdivision Ames, Iowa; and

105 Kellogg Avenue (09-02-358-070): Lots 3 and 4, in Lee & Munn's Subdivision, Ames, Iowa; and

303 Lincoln Way (09-02-358-080): Lots 1 and 2, in Lee & Munn's Subdivision, Ames, Iowa; and

307 Lincoln Way (09-02-358-081): Billboard upon Leased Land known as Lots 1 and 2, in Lee & Munn's Subdivision, Ames, Iowa; and

311 Lincoln Way (09-02-358-090): The South 100 feet of Lots 14 and 15, in Lee & Munn's Subdivision to Ames, Iowa; and

319 Lincoln Way (09-02-358-105): The North 60 feet of Lots 14 and 15, and the South 16 feet of Lot 16, all in Lee & Munn's Subdivision of Lot "A" in Block 49, Fourth Addition, to Ames, Iowa, except the West 60 feet thereof, AND the South 190 feet of the West 60 feet of Lot "A" in Block 49, Fourth Addition to Ames, Iowa; and

327 Lincoln Way (09-02-358-120): The South 221.7 feet of Lot 1, Block 49, Fourth Addition to Ames, Iowa, also known as Blair's Fourth Addition to Ames, Iowa; and

329 Lincoln Way (09-02-358-130): The South 150 feet of the East 50 feet of Lot 2, in Block 49, Fourth Addition to Ames, Iowa; and

328 Gilchrist Street (09-02-358-190): Lot 1, in Block 49, Fourth Addition to Ames, Iowa, except the South 221.7 feet thereof, and except beginning at a point 25 feet South of the North line of Lot 1 and 25 feet West of the East line of said Lot 1, thence East 25 feet parallel to the South line of said Lot 1, thence North along the East line of said Lot 1 to the NE Corner of said Lot 1, thence Southwesterly along the North line of said Lot 1 to a point 25 feet North of the place of beginning, thence South 25 feet to the place of beginning; AND the East 50 feet of Lot 2 in Block 49, Fourth Addition to Ames, Iowa, except the South 150 feet thereof; and

322 Gilchrist Street (09-02-358-200): Beginning at a point 25 feet south of the north line of Lot 1 and 25 feet West of the East line of said Lot 1, thence East 25 feet parallel to the South line of said Lot 1, thence North along the east line of said Lot 1 to the Northeast corner of said Lot 1, thence Southwesterly along the North line of said Lot 1, to a point 25 feet North of the place of beginning, thence South 25 feet to the place of beginning, all in Block 49, Fourth Addition to Ames, Iowa; and

320 Gilchrist Street (09-02-358-210): The West 60 feet of Lot "A", Block 49, Fourth Addition to Ames, Iowa, except the South 190 feet thereof; and

312 Gilchrist Street (09-02-358-225): Parcel #2 of Lot 16, in Lee & Munn's Subdivision, Ames, Iowa, as shown on the Plat of Survey recorded in the office of the Story County Recorder on March 31, 1986, in Book 7, at Page 177; and

The alley within Lee & Munn's Subdivision more specifically defined as the point of beginning at the Southwest corner of Lot 1 in the Lee & Munn's Subdivision, Ames, Iowa extending West 16 feet along Lincoln Way North right-of-way line to the Southeast corner of Lot 14; thence extending North 311 feet to the Northeast corner of Lot 16 of Lee & Munn's Subdivision, thence 16.1 feet to the Northeast on the South right-of-way of Gilchrist Street to the northwest corner of Lot 13 of the Lee & Munn's Subdivisions, thence South along the alley's East right-of-way 313.3 feet to the point of beginning.

**(b) Ninth Tax Increment Financing District-The Linc West**

335 Lincoln Way (09-02-358-140): The West 50 feet of Lot 2, in Block 49, Fourth Addition to Ames, Iowa; and

403 Lincoln Way (09-02-358-150): The East 60 feet of Lot 3, in Block 49, Fourth Addition to Ames, Iowa; and

407 Lincoln Way (09-02-358-151): Billboard upon Leased Land known as the East 60 feet of Lot 3, in Block 49, Fourth Addition to Ames, Iowa; and

415 Lincoln Way (09-02-358-160): The West 40 feet in width of Lot 3 and all of Lot 4, Block 49, Fourth Addition to Ames, Iowa, excepting therefrom the following described portion to-wit: Beginning at the Northwest Corner of said Lot 4, thence running South along the West line of said lot, a distance of 80 feet, thence East 70 feet, thence North to the North line of said lot, thence Southwesterly along the North line of said lot to the point of beginning; and

419 Lincoln Way (09-02-358-170): The South 125 feet of Lot 5, in Block 49, in Fourth Addition to Ames, Iowa; and

116 Clark Avenue (09-02-358-180): Lot 1, Nelson Subdivision, Ames, Iowa;  
and

*[Note: As verified by an Affidavit filed January 13, 1966, in the records of the Recorder of Story County, Iowa, in Book 19, Page 213, the "Fourth Addition to the Town of Ames, Iowa" is also known as "Blairs Fourth Addition to Ames, Iowa."].*

(3) Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(l) of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, a project within the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22 of the Code of Iowa, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, to the extent authorized in Section 403.19 (2) of the Code of Iowa, taxes for the instructional support program levy of a school district, imposed pursuant to Section 257.19 of the

Code of Iowa, to the extent authorized in Section 403.19(2) of the Code of Iowa, taxes for the payment of bonds and interest of each taxing district, and taxes imposed under Section 346.27(22) of the Code of Iowa, related to joint county-city buildings, shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the Authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

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



**Downtown Reinvestment District Urban Renewal Area**

ITEM #: 51  
DATE: 03-10-26  
DEPT: ADMIN

## COUNCIL ACTION FORM

**SUBJECT: MUNICIPAL CODE REVISIONS FOR LICENSES AND PERMITS ISSUED BY THE CITY CLERK'S OFFICE**

### BACKGROUND:

On February 10, Council directed staff to prepare an ordinance that would amend Chapters 10, 17, 21, 22, 27 and Appendix D of the *Municipal Code* to clarify and standardize applications, insurance, renewal, and record-keeping authority. The revisions also produce consistencies in language, including capitalizations, across the code sections that shift discretionary authority toward clearly defined administrative processes. Furthermore, a requirement is set forth for maintenance of valid insurance to clarify liability for matters of public safety.

Appendix D of the *Municipal Code* is the fee-setting authority that is established by City Council resolution. Revisions to Appendix D create transparency in fees for all licenses and permits issued by the City Clerk's Office and align with changes in the *Code of Iowa*. The resolution to adopt the amended Appendix D will be presented at the third reading of the Ordinance. **No fee increases for licenses or permits are included with the proposed revisions.**

**Overall, it is intended that the proposed amendments will reduce administrative complexity while preserving transparency.**

### ALTERNATIVES:

1. Approve the attached 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:
  - a. First reading of ordinance
2. Do not approve the changes and provide further direction to staff.

### CITY MANAGER'S RECOMMENDED ACTION:

**Revising the language in the *Municipal Code* will help to clarify the requirements and standardize licenses and permits issued by the City Clerk's Office.** Therefore, it is the recommendation of the City Manager that City Council approve Alternative No. 1, as described above.

### ATTACHMENT(S):

[FINAL DRAFT Ordinance License-Permit Fees.PDF](#)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY AMENDING SECTIONS 10.11, 10.12, 10.14, 10.15, 17.25, 17.26, 21.134, 22.32, 27.5 AND 27.6 THEREOF, FOR THE PURPOSE OF AMENDING REQUIREMENTS FOR LICENSES, PERMITS AND FEES 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 10.11, 10.12, 10.14, 10.15, 17.25, 17.26, 21.134, 22.32, 27.5 and 27.6 as follows:

**“CHAPTER 10  
GARBAGE, REFUSE AND RECYCLING**

\* \* \*

**Sec. 10.11. LICENSE APPLICATION; APPROVAL REQUIREMENTS.**

An application for a license to collect or haul garbage, 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.**

\* \* \*

(3) 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.

(4)(3) A copy of the current insurance certificate shall be maintained on file with the City Clerk. The certificate must be on file in the office of the City Clerk before the license shall be issued. ~~The approved insurance certificate must be on file in the office of the City Clerk before a license will be issued.~~

\* \* \*

**Sec. 10.14. LICENSE ISSUANCE, EXPIRATION.** Upon receipt of the completed application for a license approval from the city manager, the filing of the proper certificates of insurance, and the payment of the license fee, and satisfactory inspection of equipment, the City Clerk shall issue the applicant a license. All licenses shall terminate expire on December 31<sup>st</sup> thirty-first of the year of issued. The annual license of all applicants licensed under this chapter shall be renewable under completion of the requirements outlined in this section. The City Manager or Manager's designee may make any renewal subject to additional and revised conditions and requirements. The City Clerk shall maintain the records of licenses issued, denied, or revoked.

**Sec. 10.15. LICENSE FEE.** The license fee shall be established by resolution of the City Council in such amount to cover the costs of administration, enforcement, and inspection under this chapter and listed in Appendix D. The City Manager shall set a reasonable fee per year per truck to cover costs of administration, inspection and enforcement under this chapter.

\* \* \*

## CHAPTER 17 OFFENSES-MISCELLANEOUS

\* \* \*

### **Sec. 17.25. DEALERS AND PAWNBROKERS, ~~ITINERANT DEALERS, AND SECONDHAND DEALERS~~**

\* \* \*

#### **(2) Dealer's Permit.**

(a) A pawnbroker, secondhand dealer, or itinerant dealer must apply for and obtain a Dealer's Permit annually annual permit prior to being engaged in or conducting business as a dealer. Such permit shall be posted conspicuously in each place of business named therein.

(b) **Application.** An application for a Dealer's Permit shall be made to the office of the City Clerk on forms provided by that office. To obtain a dealer's permit a dealer shall file a written, sworn application on a form provided by the City Clerk. The application shall be signed by the applicant if an individual, by all partners if a partnership, and by the president if a corporation, with the City Clerk showing:

\* \* \*

(c) **Fee Requirement.** Every application for a Dealer's annual Permit shall be accompanied by the application fee. The fee for a Dealer's annual Permit shall be in such amount as shall be determined from time to time by resolution of the City Council and listed in Appendix D. in such amount as is set by the City Council.

(d) **Issuance.** Upon receipt of an application for a Dealer's Permit, the City Clerk shall notify the ~~Ames~~ Chief of Police or Chief's designee who shall cause such investigation of the applicant as the Chief deems necessary for the public good and may recommend issuance or refusal of a Dealer's Permit. Within ten (10) days of the filing of an application, the City Clerk shall issue a Dealer's Permit or refuse to do so for reasons including but not limited to the following:

\* \* \*

(e) **Appeal.** If the City Clerk denies an application for a Dealer's Permit, the City Clerk shall mail to the applicant, by certified mail, a written statement of the decision with a brief statement of the reason(s) therefore. An appeal of ~~from~~ the decision of the City Clerk may be made in writing to the City Manager, or Manager's

designee, within ten (10) days of the receipt of the decision. The written appeal shall state the specific grounds for the appeal. The City Manager, or Manager's designee, shall hold a hearing within a reasonable time from the receipt of the appeal. At the hearing, the applicant or permit holder may be represented by counsel, may cross-examine witnesses and may present evidence in their ~~his or her~~ favor. The City Manager, or Manager's designee, may grant or deny the appeal. That decision shall be final.

(f) **Expiration.** A Dealer's Permit shall expire on December 31<sup>st</sup> of the year in which it is issued. If a dealer's business is discontinued, moved, or sold within one (1) year after issuance, the Dealer's Permit expires and a new permit must be obtained before the dealer's business is recommenced. The Dealer's annual Permit is a personal privilege and shall not be transferable, nor shall there be a partial refund of the application fee where the permit holder discontinues ~~his~~ their business prior to December 31<sup>st</sup> of the year in which the permit was issued.

\* \* \*

~~(h) Itinerant dealers must register with the City of Ames Police Department before engaging in or conducting business each time that such dealer is in the City of Ames to conduct business.~~

#### **Sec. 17.26. PEDDLERS, SOLICITORS, AND TRANSIENT MERCHANTS.**

\* \* \*

(4) For the purpose of registration each person as aforesaid shall provide to the City Clerk, or Clerk's designee, the following:

(a) ~~Their name, address, and date of birth, social security number, height, weight, hair and eye color, and phone number, and if they do not have a permanent residence in this city, the residence and phone number where they reside permanently.~~

\* \* \*

~~(f) Name, address and phone number of the supplier of the product.~~

(f) ~~(g)~~ Proof of the state sales tax permit or exemption from state and federal taxing authorities.

(g) ~~(h)~~ If employed by or working in association with a corporation, the state of its incorporation, whether it is authorized to do business in Iowa, ~~and evidence that the corporation has designated a resident agent within 50 miles of the City upon whom legal service may be made and that the corporation will be responsible for the acts of its employees and or associates in the City; and that the corporation is covered by the insurance specified in item 14, below.~~

(h) ~~(i)~~ A statement as to whether or not applicant has been convicted of any crime, misdemeanor, or violation of any municipal ordinance other than a traffic violation, the nature of the offense and the penalty imposed.

~~(j) The last municipalities, not exceeding three, where applicant carried on activities for which registration is sought immediately preceding the date of application and the addresses from which such business was conducted in those cities.~~

\* \* \*

(7) The identification badge shall be of a distinctive logo and design to show clearly that it has been issued by the City of Ames and shall incorporate a current

photograph of the registrant taken at the Clerk's office or where the Clerk directs, at the time of registration.

\* \* \*

## CHAPTER 21 SIGNS

\* \* \*

### Sec. 21.134. TEMPORARY PORTABLE SIGNS ON PUBLIC SIDEWALKS IN DSC AND CSC PERMITTED.

\* \* \*

(13) A permit issued under this subsection shall be revoked by the City if the proprietor holding the permit does any of the following:

(a) Fails to maintain a valid license or permit covering the establishment adjacent to which the sign is located;

(b) Fails to remove the sign from the public right of way by the time required in this subsection;

(c) Fails to pay the fee for issuance or renewal of the permit;

(d) Fails to maintain proof of insurance with the indemnification requirements set forth in subparagraph 15 of this subsection on file with the City Clerk;

~~(e)~~(d) Fails to operate in strict compliance with all of the provisions of this subsection, of all other City ordinances, and of state law; or

~~(f)~~(e) Creates or allows the existence of a safety hazard in connection with the placement of the sign.

\* \* \*

## CHAPTER 22 STREETS AND SIDEWALKS

\* \* \*

### DIVISION VII SIDEWALK CAFÉ PERMITS

\* \* \*

#### Sec. 22.32 SIDEWALK CAFÉ PERMITS.

~~(o) Application, Term and Renewal. A Sidewalk Cafe Permit shall be approved by the City Manager for a maximum period of one year. Thereafter, the City Manager, if an extension application is filed prior to any expiration date of the Sidewalk Cafe Permit, may extend the permit for additional periods, not to exceed one year each, following review and approval of the cafe's operations. An application for a permit to operate a Sidewalk Café' 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 hereinafter set forth and shall pay the required permit fee. Upon receipt of the aforementioned filings, the City Clerk shall issue the applicant a permit. All permits shall terminate on October 31<sup>st</sup> of the year issued. The annual permit of all Sidewalk Cafés permitted under this chapter shall be renewable under completion of the requirements outlined in this section. The City Manager or Manager designee may make any renewal of a Sidewalk Café Permit subject to additional and revised conditions and requirements. Any renewal granted by the City Manager shall not exceed a period of one year. All applications shall be filed with the City Clerk, who shall refer them to the City Manager. The City Clerk shall maintain the records of permits issued, denied, or revoked.~~

\* \* \*

(r) **Insurance.** An insurance certificate naming the City of Ames, its officers, and employees as an additional insured with comprehensive general liability limits in the amount of \$500,000 combined single limit shall be in full force and effect during the life of a Sidewalk Cafe Permit. The coverage shall be at least as broad as the ISO Form Number CG0001 covering commercial general liability written on an occurrence basis only. A copy of the current insurance certificate shall be maintained on file with the City Clerk. The certificate must be on file in the office of the City Clerk before the license shall be issued.

\* \* \*

## CHAPTER 27 TREES AND SHRUBS

\* \* \*

### **Sec. 27.5 TREE SURGEON LICENSE REQUIREMENTS.**

(1) No person shall solicit or engage in the work of felling trees or trimming trees where there is a risk of limbs, branches or any other portion of the tree falling into the public right of way without first obtaining a Tree Surgeon's License from the City Clerk. ~~and paying the license fee in such amount as shall be established for all such licenses by resolution of the City Council to cover costs of administration. A property owner may trim or fell trees on his or her their own property without a Tree Surgeon License except where there is risk of limbs, branches or any other portion of the tree falling or coming in contact with electric utility lines.~~

(2) ~~However, a property owner may trim or fell trees on his or her own property without a license except where there is risk of limbs, branches or any other portion of the tree falling or coming in contact with electric utility lines. An Application for a Tree Surgeon's License 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 hereinafter set forth and shall pay the required license fee. Upon receipt of the aforementioned filings, the City Clerk shall issue the applicant with a license.~~

(3) All licenses shall terminate on June 30th of the fiscal year issued. The annual license of all Tree Surgeon's licensed under this chapter shall be renewable under completion of the requirements outlined in this section. The City Manager or Manager designee may make any renewal subject to additional and revised conditions and requirements. The City Clerk shall maintain the records of licenses issued, denied, or revoked.

### **Sec. 27.6 INSURANCE REQUIRED.**

\* \* \*

(1) An insurance certificate naming the City of Ames, its officers, and employees as an additional insured with comprehensive general liability limits in the amount of \$500,000 combined single limit shall be in full force and effect during the life of the Tree Surgeon License. The coverage shall be at least as broad as the ISO Form Number CG0001 covering commercial general liability written on an occurrence basis only. ~~A copy of the current insurance certificate shall be maintained on file with the City Clerk.~~

(2) Automobile Liability with limits of no less than \$500,000 combined single limits per occurrence for bodily injury, personal injury and property damage.

(3) A copy of the current insurance certificate shall be maintained on file with the City Clerk. The certificate must be on file in the office of the City Clerk before the license shall be issued.

\* \* \* ”

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:** John Dunn, Director of Water & Pollution Control  
**Date:** March 10, 2026  
**Subject:** Water Meter Setting Requirements

The ordinance revising *Municipal Code* Chapter 28 for Water Meter setting requirements is attached for City Council's review and consideration for second reading.

**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:** March 10, 2026  
**Subject:** Renaming of Center Ave 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 third reading and adoption.

**ATTACHMENT(S):**  
[Ordinance Renaming Center to Chantland Ave.PDF](#)

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**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

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**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:** Brian Phillips, Assistant City Manager

**Date:** March 10, 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 and consideration for third reading and adoption.

**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:** March 10, 2026  
**Subject:** Closed Session

I hereby advise Council that the Council has the authority to go into closed session under section 21.5(1)(c) of the *Iowa Code*, to discuss matters presently in litigation or where litigation is imminent