

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL
JULY 28, 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.

PRESENTATION:

1. Child Care Feasibility Study

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

2. Motion approving payment of claims
3. Motion approving Report of Change Orders for period of July 1-15, 2026
4. Motion approving Summary of Minutes of the Regular City Council Meeting on July 14, 2026, and Minutes of the Special City Council Meeting on July 21, 2026
5. Motion approving Minutes of Civil Service Commission meeting on July 23, 2026
6. Motion approving new Class B Retail Alcohol License - Hy-Vee Ames Pop Up Shop, 1472 South 4th Street
7. Motion approving Temporary Outdoor Service for Class C Alcohol License with Outdoor Service - Sips and Paddys, 126 Welch Avenue on:
 - a. September 24 - September 27, 2026

- b. October 1 - October 4, 2026
- 8. Motion approving the renewal of the following Alcohol Licenses:
 - a. Fareway Meat Market 189, 3720 Lincoln Way, Class E Retail Alcohol License
 - b. Hickory Park, 1404 S Duff Avenue, Special Class C Retail Alcohol License
 - c. Huhot Mongolian Grill, 703 S. Duff Avenue Ste 105
 - d. Inside Golf, 2801 Grand Avenue #1075, Class C Retail Alcohol License with Catering Privilege, Pending Dramshop Review
 - e. Sweet Carolines, 316 Main Street, Class C Retail Alcohol License with Catering Privilege and Outdoor Service, Pending Dramshop Review
 - f. Maverik #5299, 4506 Lincoln Way, Class E Retail Alcohol License
- 9. Motion accepting Fiscal Year 2025/26 Fourth Quarter Financial Report
- 10. Motion authorizing the Mayor to sign a Certificate of Consistency with the 2024-2028 City of Ames CDBG Consolidated Plan on behalf of YSS for renewal funding of a Rapid ReHousing Program
- 11. Requests for EcoFair on Saturday, October 17, 2026:
 - a. Motion approving blanket Temporary Obstruction Permit
 - b. Motion approving blanket Vending License
 - c. Resolution approving closure of the south half of Lot M including 6 metered spaces, Lot MM, Lot N including 8 metered spaces, 33 metered spaces along 5th Street, and 11 metered spaces along Clark Avenue from 7:00 a.m. - 2:00 p.m. on Saturday, October 17, 2026
 - d. Resolution approving waiver of Vending License fee
 - e. Resolution approving waiver of parking meter fees
- 12. Request from City of Kelley to withdraw from Resource Recovery System 28E Intergovernmental Agreement
 - a. Resolution approving amendment terminating the 28E Intergovernmental Agreement as of August 31, 2026
- 13. Request from City of Slater to withdraw from Resource Recovery System 28E Intergovernmental Agreement
 - a. Resolution approving amendment terminating the 28E Intergovernmental

Agreement as of July 1, 2026

14. Request from City of Zeigler to withdraw from Resource Recovery System 28E Intergovernmental Agreement
 - a. Resolution approving amendment terminating the 28E Intergovernmental Agreement as of August 31, 2026
15. Resolution accepting the 2026 City Boards and Commission Survey Results
16. Resolution approving preliminary plans and specifications for the 2025/26 Asphalt Street Pavement Improvements (Hillcrest Ave, Ellis St, Kentucky Ave, Illinois Ave, Indiana Ave, Oklahoma Dr, and Delaware Ave) project, setting August 19, 2026, as the bid due date and August 25, 2026, as the date of Public Hearing
17. Resolution approving contract renewal with Tyler Technologies, of Dallas, TX, for Permitting Software Agreement for July 1, 2026, through June 30, 2027, in the amount of \$50,154.61
18. Resolution approving the water monitoring services agreement for FY 2026/27 water quality monitoring with Prairie Rivers of Iowa, of Ames, IA, in the amount of \$59,000
19. Contracts for the purchase of cable and wire for Electric Services:
 - a. Resolution awarding contract to RESCO, of Elkhart, IA, for cable, in an amount not-to-exceed \$92,555, inclusive of all applicable sales taxes
 - b. Resolution awarding contract to WESCO, of Des Moines, IA, for wire, in an amount not-to-exceed \$18,821.30, inclusive of all applicable sales taxes
20. Resolution awarding contract to Stivers Ford Lincoln, of Waukee, IA, for two (2) one-ton 4WD dual rear wheel crew cab chassis for Electric Services in the amount of \$110,178
21. Resolution approving Change Order No. 1 to Van Maanen Electric, Inc., of Newton, IA, for 2020/21 & 2021/22 Intelligent Transportation System Program (Phases 1 and 2)
22. Resolution approving Change Order No. 6 to All Star Concrete LLC, of Johnston, IA, Bid Package, 03-1 Building Concrete Work for Paint Touch ups after the removal of concrete splatters on the precast panels for the Fitch Family Indoor Aquatic Center in the deduct amount of \$2,058
23. Fitch Family Indoor Aquatic Center:

- a. Resolution accepting completion of the contract for bid package 04-1 Unit Masonry Work with Forrest & Associate, Inc., of Des Moines, IA, for the Fitch Family Indoor Aquatic Center, in the amount of \$85,432
 - b. Resolution accepting completion of the contract for bid package 06-1 General Carpentry Work with Lansink Construction, Inc., of Johnston, IA, for the Fitch Family Indoor Aquatic Center in the amount of \$1,130,962
 - c. Resolution accepting completion of the contract for bid package 08-1 Entrance, Storefront, Curtainwall & Glazing Work with Orning Glass Company, of Ames, IA, for the Fitch Family Indoor Aquatic Center in the amount of \$774,193
 - d. Resolution accepting completion of the contract for bid package 09-1 Gypsum Board Assembly, Acoustical Ceiling, Paint & Ceiling Work with Hilsabeck Schacht, Inc., of West Des Moines, IA for the Fitch Family Indoor Aquatic Center in the amount of \$544,100
 - e. Resolution accepting completion of the contract for bid package 13-1 Swimming Pool Work with Sande Construction & Supply Co., of Humboldt, IA, for the Fitch Family Indoor Aquatic Center, in the amount of \$4,182,043
 - f. Resolution accepting completion of the contract for bid package 21-1 Fire Suppression Systems Work with Midwest Automatic Fire Sprinkler Company, of Des Moines, IA, for the Fitch Family Indoor Aquatic Center, in the amount of \$129,400
 - g. Resolution accepting completion of the contract for bid package 32-1 Paving & Sidewalk Work with Lakeside Contractors LLC, of Ames, IA, for the Fitch Family Indoor Aquatic Center, in the amount of \$384,126
 - h. Resolution approving partial release of retainage of the contract for bid package 22-1 Plumbing & HVAC Work with Brockway Mechanical & Roofing Co, Inc., of Des Moines, IA, reducing the contract retainage to \$20,000 for the Fitch Family Indoor Aquatic Center
24. Resolution accepting the 2025/26 Traffic Signal Program (S. Duff Avenue & S. 3rd Street) as completed by Iowa Signal Inc. of Grimes, IA, in the amount of \$75,423.95
25. Minor Final Plat for Monte's Subdivision at 2100 SE 16th Street
- a. Partial Waiver of Requirement to Install Sidewalk
 - b. Resolution approving Minor Final Plat

26. Dakota Townes Subdivision at 113 North Dakota Avenue:
 - a. Resolution accepting public improvement agreement
 - b. Resolution approving the Final Plat
27. Story County Low and Moderate Income Housing Support Program Application
 - a. Resolution authorizing application to Story County for \$230,000 to assist in the construction of three single-family affordable ownership housing units in the Baker Subdivision

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.

ADMINISTRATION:

28. Data Centers:
 - a. Direction to staff regarding topics to be researched and considered by City Council
 - b. Resolution enacting a temporary delay in allowing data center development in Ames

HEARINGS:

29. Hearing on Annexation of Ames Golf and Country Club and Irons Subdivision Properties
 - a. Resolution Approving Annexation
 - b. Resolution approving a 3-Year Imposition of the Transition of Taxes
30. Hearing for approval of 2026-2027 Annual Action Plan for the City's Community Development (CDBG) & HOME Programs:
 - a. Resolution approving the submittal of 2026-2027 CDBG/HOME Annual Action Plan
31. Hearing on 2025/26 Low Point Drainage Improvements Program project (Various Locations):
 - a. Motion accepting report of bids
 - b. Resolution approving final plans and specifications and awarding a contract to JC Midwest Services, of St. Charles, IA, in the amount of \$174,637
32. Hearing to consider vacation of an existing public utility easement at Discovery Place 2nd

Addition Subdivision:

- a. Resolution approving vacation of existing public utility easement

33. Hearing on vacation of Electric Utility Easement and approval of the Disclaimer of Interest in Realty for the 161KV Transmission Line relocated for Iowa Department of Transportation

- a. Motion to continue Public Hearing to August 11, 2026

PLANNING AND HOUSING:

34. Appeal of Conditions of Approval of a Certificate of Appropriateness for 904 Kellogg Avenue

- a. Resolution to deny appeal or other appropriate action

35. Request to Initiate Plan 2040 Land Use Designation Amendment for 300 Airport Road

- a. Motion to allow for application to change to Employment from Commercial

PUBLIC WORKS:

36. Resolution accepting easements and approving purchase agreements for the 2024-26 Traffic System Capacity Improvement Program (13th & Grand)

ELECTRIC:

37. Ames Municipal Energy Center:

- a. Resolution awarding contract to Cahoon Sales, Inc., of Iowa City, IA, for the Generator Step-Up (GSU) Transformer for the Ames Municipal Energy Center, in the amount of \$2,308,800
- b. Resolution awarding contract to Wartsila North America, Inc., of Houston, TX, for three 18V50DF engines and auxiliary equipment, in the amount of \$69,230,520 (subject to currency conversion rate)

ORDINANCES:

38. The Bluffs at 4899 Everest Avenue:

- a. Third Reading and adoption of ORDINANCE NO. 4601 Rezoning Ordinance with Master Plan
- b. Resolution approving Rezoning Agreement

39. Third reading and adoption of ORDINANCE No. 4602 of Zoning Text Amendment modifying the Northeast Gateway Overlay District (O-GNE) Standards

DISPOSITION OF COMMUNICATIONS TO COUNCIL :

REPORT OF GOVERNING BODY:

40. Participation with agencies, boards and commissions:
- a. Discover Ames (ACVB)
 - b. Ames Regional Economic Alliance (AREA)
 - c. Story County Emergency Management Agency (SCEMA)
 - d. Ames Transit Agency Board of Trustees

COUNCIL COMMENTS:

ADJOURNMENT:

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



MEMO

To: Mayor & City Council

From: Renee Hall, City Clerk

Date: July 28, 2026

Subject: Report of Contract Change Orders

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

ATTACHMENT(S):

[Change Order Report - July 1-15, 2026.docx](#)



REPORT OF CONTRACT CHANGE ORDERS

Period:	☒	1 st – 15 th
	☐	16 th – End of Month
Month & Year:	July 2026	
For City Council Date:	July 28, 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	BP 26-1 Electrical, Communications, Electric Safety & Security Work, PCO-106, CE-106 & PCO-101 & CE-101 for Fitch Family Indoor Aquatic Center	20	\$1,477,436.00	Van Maanen Electric, Inc.	\$126,131.00	\$19,125.00	P. Goldbeck	KS
Parks & Recreation	BP 09-1 Gypsum Board Assembly, Acoustical Ceiling, Paint & Coating Work, PCO-099, CE-099 for Fitch Family Indoor Aquatic Center	14	\$519,250.00	Hilsabeck Schacht, Inc.	\$17,051.00	\$7,799.00	P. Goldbeck	KS
Parks & Recreation	BP 22-1 Plumbing & HVAC Work, PCO-111, CE-111 & PCO-099, CE-099 for Fitch Family Indoor Aquatic Center	12	\$4,184,363.00	Brockway Mechanical & Roofing	\$126,661.00	\$(2,755.00)	K. Abraham	KS
Parks & Recreation	BP 06-1 General Carpentry Work, PCO-111, CE-111 for Fitch Family Indoor Aquatic Center	16	\$1,016,000.00	Lansink Construction, Inc.	\$112,597.00	\$2,365.00	K. Abraham	KS

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	Construction Materials Testing & Building Enclosure Commissioning Services for Fitch Family Indoor Aquatic Center	5	\$89,338.00	Terracon Consultants Inc.	\$113,710.00	\$2,100.15	K. Abraham	KS



MEMO

To: Mayor & City Council

From: City Clerk's Office

Date: July 28, 2026

Subject: Approval of Minutes

Attached for the City Council's review are the minutes from the Regular City Council Meeting on July 14, 2026, and Special City Council Meeting on July 21, 2026.

ATTACHMENT(S):

[C26-0714 Summary.pdf](#)

[C26-0721.pdf](#)

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

AMES, IOWA

JULY 14, 2026

The Regular Meeting of the Ames City Council was called to order by Mayor John Haila at 6:06 p.m. on the 14th day of June, 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 Trey Anderson was also present.

CONSENT AGENDA: Council Member Betcher requested to pull Item No. 22. Council Member Junck requested to pull Item No. 32.

Moved by Junck, seconded by Beatty-Hansen, to approve the Consent Agenda less Item Nos. 32 and 22.

1. Motion approving payment of claims
2. Motion approving Report of Change Orders for period of June 16-30, 2026
3. Motion approving Summary of Minutes of the Regular City Council Meeting on June 23, 2026, and Minutes of the Special City Council Meeting on June 30, 2026
4. Motion approving Minutes of Civil Service Commission meeting on June 25, 2026
5. Motion approving Ownership Update for Class C Retail Alcohol License - Red Lobster #0747, 1100 Buckeye Avenue
6. Motion approving new Class C Retail Alcohol License - Studio 13, 400 Main Street (Basement), Pending Favorable Inspection
7. Motion approving new 5-Day (August 28 - September 1, 2026) Class C Retail Alcohol License - Christiani's Events LLC, 2321 North Loop Drive
8. Motion approving new 5-Day (September 1-5, 2026) Special Class C Retail Alcohol License - The Travelling Nova LLC, 220 S Teller Avenue
9. Motion approving the renewal of the following Alcohol Licenses:
 - a. AJ's Liquor II, 2515 Chamberlain Street, Class E Retail Alcohol License
 - b. Applebee's Neighborhood Grill & Bar, 105 Chestnut Street, Class C Retail Alcohol License
 - c. Cyclone Experience Network, 1800 S 4th Street - Jack Trice Stadium, Class C Retail Alcohol License with Catering Privilege and Outdoor Service
 - d. Patio Bar & Grill, 4518 Mortensen Road Stes 101-104, Class C Retail Alcohol License with Catering Privilege and Outdoor Service
 - e. Sportsman's Lounge, 123 Main Street, Class C Retail Alcohol License with Living Quarters
 - f. 313 Bar, 115 5th Street, Class C Retail Alcohol License with Catering Privilege
10. Motion approving request for pyrotechnics display during the Post Malone & Jelly Roll concert at Jack Trice Stadium on July 17, 2026
11. Motion approving request for Fireworks Permits for display from Jack Trice

Stadium for 2026 ISU Home Football Games on the following dates:

- a. Saturday, September 5, 2026
 - b. Saturday, September 19, 2026
 - c. Saturday, September 26, 2026
 - d. Saturday, October 3, 2026
 - e. Saturday, October 31, 2026
 - f. Saturday, November 14, 2026
 - g. Saturday, November 28, 2026
12. Motion approving requests from Octagon Arts Center for Octagon Art Festival on September 27, 2026:
- a. RESOLUTION NO. 26-415 approving closure of the following streets from 5:00 a.m. to 6:00 p.m.:
 - i. Main Street, east of Clark (not blocking Wells Fargo Driveway) to just west of Duff Avenue (allowing traffic to access parking lot behind businesses)
 - ii. Douglas Avenue, 5th Street to Main Street
 - iii. Kellogg Avenue, south of alley to Main Street
 - iv. Burnett Avenue, south of alley to Main Street
 - b. RESOLUTION NO. 26-416 approving waiver of costs for electricity during the event (\$10 estimated loss)
 - c. Motion approving Blanket Temporary Obstruction Permit for the Central Business District
 - d. Motion approving Blanket Vending License for duration of the event
 - e. RESOLUTION NO. 26-417 approving waiver of fee for Blanket Vending License (\$50)
13. Motion directing staff to notify Mediacom Communications that the City of Ames is relinquishing Government Access Channel 12 and Public Access Channel 16
14. RESOLUTION NO. 26-418 approving requests for Fitness Sports Ames' Turkey Trot on November 26, 2026, for road closures from 7:00 a.m. to 10:30 a.m. on the following streets:
- a. 5th Street from Kellogg Avenue to Pearle Avenue
 - b. Pearle Avenue from 5th Street to Main Street
 - c. Main Street/Northwestern Avenue from Douglas Avenue to 13th Street
 - d. 9th Street from Northwestern Avenue to Ridgewood Avenue and Roosevelt Avenue to Hodge Avenue
 - e. Ridgewood Avenue from 9th Street to 13th Street
 - f. 10th Street from Northwestern Avenue to Roosevelt Avenue
 - g. Roosevelt Avenue from 10th Street to 9th Street
 - h. Hodge Avenue from 9th Street to 6th Street
 - i. 6th Street from Hodge Avenue to Northwestern Avenue
 - j. Douglas Avenue from Main Street to East 7th Street
 - k. East 7th Street from Main Street to Kellogg Avenue
 - l. Kellogg Avenue from East 7th Street to 5th Street
15. RESOLUTION NO. 26-419 approving the expansion of the Neighborhood Improvement Grant to encourage community connections
16. RESOLUTION NO. 26-420 approving the allocation of \$20,000 in FY 2026/27

- from the Council Priorities Fund sustainability reserve to be made available through the Net-Zero Ready High Performance Home Pilot Project
17. RESOLUTION NO. 26-421 accepting the update on the Homelessness Ames and Story County Action Plan 2025 Report
 18. RESOLUTION NO. 26-422 approving FY 2027/28 Analysis of Social Services Evaluation Team Priorities
 19. RESOLUTION NO. 26-423 approving Quarterly Investment Report for period ending June 30, 2026
 20. RESOLUTION NO. 26-424 to adopt business and market changes to City of Ames Depository
 21. RESOLUTION NO. 26-425 in Consideration of Agreement for Easement and Gate Installation Reimbursement for the Police Shooting Range at 701 Avenue in the amount not-to-exceed \$19,419.21
 - ~~22. Resolution designating the Police Department Lobby as the Official Posting Site for City Council Meeting Agendas and Public Notices~~
 23. RESOLUTION NO. 26-427 approving preliminary plans and specifications for the 2025/26 Pavement Restoration - Slurry Seal Program, setting August 5, 2026, as the bid due date and August 11, 2026, as the date of Public Hearing
 24. RESOLUTION NO. 26-428 approving Memorandum of Understanding with Judicial Branch, Second Judicial District, Story County for court services in City Hall for Fiscal Year 2026/27
 25. RESOLUTION NO. 26-429 approving Professional Services Agreement with Olsson of Des Moines, IA, for 2026/27 Collector Street Pavement Improvements (State Ave) in an amount not to exceed \$149,680
 26. RESOLUTION NO. 26-430 approving Professional Services Agreement with Strand Associates of Ames, IA, for 2026/27 Arterial Street Pavement Improvements (East Lincoln Way) in an amount not to exceed \$350,000
 27. RESOLUTION NO. 26-431 awarding contract to Terracon Consultants, Inc., of Des Moines, IA, for the Geotechnical Services for the Ames Municipal Energy Center, in the amount of \$189,569
 28. RESOLUTION NO. 26-432 awarding a contract to Niagara Power Transformer, of Buffalo, NY, for the Transformer for Mortensen Substation Improvements, in the amount of \$1,756,932
 29. RESOLUTION NO. 26-433 awarding contract to WESCO, of Des Moines, IA, for the purchase of 15kV, EPR cable for Electric Services in an amount not-to-exceed \$146,376 inclusive of all applicable sales taxes
 30. RESOLUTION NO. 26-434 awarding contract to HDR Engineering, of Omaha, NE, to conduct an arc flash study for the Water Treatment Plant and three pump stations in the amount of \$65,207
 31. RESOLUTION NO. 26-435 awarding contract to Van Wall Equipment, of Madrid, IA, for a utility tractor for the Parks and Recreation Department for general parks maintenance in the amount of \$56,041.84
 - ~~32. Resolution awarding contract to Agriland FS Inc., of Winterset, IA, for FY 2027 Fuel Purchases for CyRide and Fleet Services~~
 33. RESOLUTION NO. 26-437 Resolution awarding contract to Electric Pump, of Des Moines, IA, to provide and install a variable frequency drive (VFD) on a high

- service pump at the Water Treatment Plant in the amount of \$60,250
34. RESOLUTION NO. 26-438 awarding contract to Aspen Waste Systems, of Des Moines, IA, for Waste Collection & Disposal Services at City Facilities for July 1, 2026, through June 30, 2027, in an amount not to exceed \$51,594.12
 35. RESOLUTION NO. 26-439 awarding contract to Eocene Environmental Group, of West Des Moines, IA, for Engineering Services for FY 2025/26 Story County Edge of Field in the amount not-to-exceed \$106,500
 36. RESOLUTION NO. 26-440 waiving the City's Purchasing Policy requirement for competitive bidding and awarding a contract to Badger Meter, of Milwaukee, WI, to purchase water meters and related accessories for July 1, 2026, through June 30, 2027, in an amount not-to-exceed \$222,367.13
 37. RESOLUTION NO. 26-441 approving an extension of contract for Solid Rubber Tires and Accessories for Resource Recovery for July 1, 2026, through June 30, 2027, with SETCO, of Idabel, OK, in the amount of \$44,264.68, including freight
 38. RESOLUTION NO. 26-442 approving contract and bond for the 69kV Transmission Line Reconstruction from Top O Hollow Substation to Ames Plant Substation Watts Electric Company, of Waverly, NE, in the amount of \$3,356,570.41
 39. RESOLUTION NO. 26-443 approving Change Order No. 1 with Denco Highway Construction Corporation, of Mingo, IA, for the 13th Street Emergency Storm Sewer Pipe Repair in the amount of \$10,130
 40. RESOLUTION NO. 26-444 approving Change Order No. 1 with Sargent & Lundy LLC, of Chicago, IL, in the amount of \$205,300 for additional Engineering Services for Reciprocating Internal Combustion Engine (RICE) Electric Generation Facility
 41. RESOLUTION NO. 26-445 approving Change Order No. 2 for the Resource Recovery and Recycling Campus with Con-Struct, Inc, of Ames, IA, for Bid Package 31-1 – Site Demolition & Earthwork, in the amount of \$160,851
 42. RESOLUTION NO. 26-446 approving Change Order No. 10 with Woodruff Construction, of Ames, IA, for the Water Pollution Control Facility Nutrient Reduction Modifications Phase 1 Project in the amount of \$230,920.52
 43. RESOLUTION NO. 26-447 setting July 28, 2026, as date of Public Hearing for vacation of Electric Utility Easement and approval of the Disclaimer of Interest in Realty for the 161KV Transmission Line relocated for Iowa Department of Transportation
 44. RESOLUTION NO. 26-448 setting July 28, 2026, as date of Public Hearing to consider vacation of an existing public utility easement at Discovery Place 2nd Addition Subdivision
 45. RESOLUTION NO. 26-449 accepting the 2025/26 Shared Use Path Maintenance Contract No. 1 as completed by TK Concrete, of Pella, IA, in the amount of \$155,901
 46. Amendment to ISU Research Park Phase IV, First Addition:
 - a. RESOLUTION NO. 26-450 approving Waiver of requirement for a preliminary plat
 - b. RESOLUTION NO. 26-451 accepting additional easements and amendments to Agreement for Public Improvements for the First

Addition

*. **ADDITIONAL ITEM** City Attorney Recruitment Plan Update

a. Motion accepting recruitment timeline update

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

RESOLUTION DESIGNATING THE POLICE DEPARTMENT LOBBY AS THE OFFICIAL POSTING SITE FOR CITY COUNCIL MEETING AGENDAS AND PUBLIC NOTICES:

Council Member Betcher pulled the item to clarify for residents that the Police Department lobby designation was an additional posting site. She emphasized that the agenda and other notices would continue to be available inside the East entrance to City Hall. Mayor Haila added that the Police Department lobby was open 24/7, whereas the City Hall entrance was not accessible during evenings and weekends, which was the rationale for the addition.

Moved by Betcher, seconded by Junck, to adopt RESOLUTION NO. 26-426 designating the Police Department Lobby as the Official Posting Site for City Council Meeting Agendas and Public Notices.

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

RESOLUTION AWARDING CONTRACT TO AGRILAND FS INC., OF WINTERSET, IA, FOR FY 2027 FUEL PURCHASES FOR CYRIDE AND FLEET SERVICES:

Council Member Junck noted that she had pulled Item No. 32 to recuse herself from the vote due to a conflict of interest.

Moved by Rollins, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 26-436 awarding contract to Agriland FS Inc., of Winterset, IA, for FY 2027 Fuel Purchases for CyRide and Fleet Services.

Roll Call Vote: 5-0-1, Junck abstaining due to conflict of interest. Resolution declared carried, signed by the Mayor, and hereby made a portion of these Minutes.

PUBLIC FORUM: Mayor Haila opened the Public Forum.

Grant Olsen spoke regarding the proposed downtown intermodal facility and its planned bus transfer point. He expressed concerns about air quality and noise conditions inside enclosed transit facilities, citing his personal experience at a similar facility in Nashville. He urged the City Council to critically evaluate air quality data as well as sound levels before finalizing a design for the Ames facility.

Beau Gilbert voiced concerns regarding the quality of Ames tap water as well as the current state of water quality in Iowa and throughout the country. He encouraged the City to invest more resources in water improvement efforts, citing Iowa State University as a potential resource.

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

DATA CENTERS: Assistant City Manager Brian Phillips, alongside Director of Electric Services Donald Kom and City Attorney Mark Lambert, presented a comprehensive staff report on data centers as well as a memo from the City Attorney outlining available legal actions to regulate data centers.

Staff identified four specific actions from the presented list that it recommended the City Council pursue at a minimum, regardless of which broader course of action was chosen. The recommended actions were Nos. 1, 10, 11, and 12, and involved defining data centers as a use in the zoning ordinance, reconciling the electric tariff and utilities chapter, adding excess facilities charge provisions to the water utility chapter, and adding similar provisions to the wastewater utility chapter.

Moved by Junck, seconded by Betcher, to approve Option No. 1: Temporarily delay any decision about Lightedge, or any other data center, locating within Ames and request additional information.

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

Moved by Betcher, seconded by Corrieri, to ask staff to pursue the changes recommended in action Nos. 1, 10, 11, and 12.

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

Mayor Haila recessed the meeting at 7:26 p.m. The meeting was reconvened at 7:32 p.m.

CONSTRUCTION ADVISOR SERVICES FOR AMES FIRE STATION NO. 2 PROJECT: City Manager Steve Schainker explained that, following a City Council Workshop on alternative project delivery methods, the City issued a request for proposals for a construction advisor to serve in the capacity of the owner's representative and De Novo, Inc. had been selected.

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

Moved by Betcher, seconded by Corrieri, to adopt RESOLUTION NO. 26-452 approving agreement with Denovo, Inc., of West Des Moines, IA, for Construction Advisor Services for Ames Fire Station No. 2 Project in the amount of \$95,000.

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

RESOLUTION APPROVING PRELIMINARY PLAT FOR 5120 TABOR DRIVE: Planner Benjamin Campbell presented the preliminary plat for a property on the south side of Tabor Drive, north of the new Lutheran Church of Hope. The applicant proposed to satisfy the 10% open space requirement of the Floating Suburban Residential Low Density (FS-RL) zoning by joining the Sunset Ridge Homeowners Association.

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

Moved by Corrieri, seconded by Betcher, to adopt RESOLUTION NO. 26-453 and approve the Preliminary Plat with the condition that prior to Final Plat approval the applicant provides proof the property is part of the Sunset Ridge HOA as dues-paying properties for the purpose of meeting open space set-aside requirements.

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

RESOLUTION APPROVING CONVEYANCE PARCEL PLAT OF SURVEY WITH UTILITY EASEMENTS FOR 701 DAYTON AVENUE: Planner Campbell explained that the conveyance parcel plat of survey was brought before the City Council because the applicant declined to provide the easement documents that staff required as companion items to the plat when existing water and sewer utility mains cross the property. The applicant contended that a prescriptive easement already existed in the City's favor, making formal easement documents unnecessary.

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

Moved by Gartin, seconded by Beatty-Hansen, to approve Alternative No. 2 as follows:

- Conditionally accept the Plat of Survey by directing the Planning Director to approve the Plat of Survey with water main and sanitary sewer easement documents consistent with the attached examples, or as approved by the City Attorney. Both the plat and easements must be recorded prior to approval of a Minor Site Development Plan for the new use.
- Adopt RESOLUTION NO. 26-454 Approving Conveyance Parcel Plat of Survey with Utility Easements for 701 Dayton Avenue.

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

RESOLUTION APPROVING DOWNTOWN FACADE GRANTS FOR SPRING OF FISCAL YEAR 2025/26: Planner Campbell reported that six facade grants were being presented for City Council approval, five new maintenance grants and one traditional grant. Staff confirmed that all requests complied with program requirements and that sufficient funding existed in the grant pool to award all six without any competitive ranking process being necessary.

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

Moved by Betcher, seconded by Corrieri, to adopt RESOLUTION NO. 26-455 and approve the Downtown Facade Improvement and Maintenance Grants as proposed by the applicants for:

- a. 118 Main Street (Traditional) for up to \$23,000 in estimated eligible costs for facade repairs and requiring the front door to be recessed.
- b. 118 Main Street (Maintenance) for up to \$14,509.73 in estimated eligible costs for facade and roof repairs.
- c. 413 Kellogg Avenue (Maintenance) for up to \$23,000 in estimated eligible costs

for facade repairs and \$2,000 in design fees.

- d. 236 Main Street (Maintenance) for up to \$23,000 in estimated eligible costs for facade repairs and \$2,000 in design fees.
- e. 203, 205, and 207 Main Street (Maintenance) for up to \$23,000 in estimate eligible costs for facade and foundation repairs and \$2,000 in design fees.
- f. 226-228 Main Street (Maintenance) for up to \$23,000 in estimate eligible costs for facade and foundation repairs and \$1,800 in design fees.

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

FITCH FAMILY INDOOR AQUATIC CENTER - STAINING UPDATE: Parks and Recreation Director Keith Abraham reported that, following the City Council's direction in the March 24th meeting, a larger mock-up of the staining had been completed in late June on the north side of the building. Staff reviewed the results and was satisfied, recommending that staining proceed for the entire building. Director Abraham noted that the contractor was performing the work at no current cost to the City. However, the contractor had submitted a notice of potential claim for approximately \$52,000, which the contractor could pursue in the future.

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

ZONING TEXT AMENDMENT FOR CONVENIENCE GENERAL SERVICES (CGS) DISTRICT STANDARDS RELATED TO FUELING POSITIONS: Planner Campbell presented a proposed Zoning Text Amendment to the Convenience General Services (CGS) district that would create a special use permit process allowing convenience stores with gas stations to exceed the current limit of five fuel pumps. Staff recommended Alternative No. 1, which did not include a waiver of second and third readings.

Mayor Haila opened the Public Hearing.

Travis Small, Real Estate Development Manager with KwikStar/KwikTrip, spoke in support of Alternative No. 2 and explained that the company's timeline was constrained by a purchase agreement with the seller and that the extended text amendment process, combined with the forthcoming Zoning Board of Adjustment process, had consumed a significant portion of the due diligence period. He requested that the City Council waive second and third readings so that KwikTrip could finalize civil design plans and submit them to staff, enabling the City Council to consider the full project, including the proposed roundabout, at the next meeting.

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

Moved by Gartin, seconded by Corrieri, to approve Alternative No. 2: Pass on first reading an ordinance on a Zoning Text Amendment revising the Convenience General Service

(CGS) Standards in Section 29.810(2) and (3) to require a Special Use Permit for all fueling stations, and suspend the rules to approve on second and third readings and adopt the text amendment.

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

Moved by Corrieri, seconded by Gartin, to suspend the rules and allow for second and third readings.

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

Moved by Corrieri, seconded by Junck, to pass on second reading an ordinance on a Zoning Text Amendment revising the Convenience General Service (CGS) Standards in Section 29.810(2) and (3) to require a Special Use Permit for all fueling stations.

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

Moved by Corrieri, seconded by Betcher, to pass on third reading and adopt ORDINANCE NO. 4600 on a Zoning Text Amendment revising the Convenience General Service (CGS) Standards in Section 29.810(2) and (3) to require a Special Use Permit for all fueling stations.

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

Council Member Beatty-Hansen clarified that she was supportive of passing the first reading of the ordinance, but was not supportive of suspending the rules to allow for second and third readings.

HEARING ON 2025/26 CDBG WATER SYSTEM IMPROVEMENTS (S 3RD STREET- S RUSSELL AVENUE TO S OAK AVENUE) AND (S MAPLE AVENUE - S 2ND STREET TO S 4TH STREET): The Public Hearing was opened and closed by Mayor Haila when no one came forward to speak.

Moved by Rollins, seconded by Corrieri, to accept the report of bids and adopt RESOLUTION NO. 26-456 approving final plans and specifications and awarding a contract to Iowa Water & Waste Systems LLC, of Boone, IA, in the amount of \$490,722.50.

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

HEARING ON THE 2026/27 AIRPORT AIRSIDE IMPROVEMENTS PROJECT (RECONSTRUCTION OF RUNWAY 01/19): Mayor Haila opened and closed the Public Hearing when no one came forward to speak.

Moved by Betcher, seconded by Corrieri, to approve Alternative No. 1:

- Accept the report of bids.
- Adopt RESOLUTION NO. 26-457 approving final plans and specifications for the 2026/27 Airport Airside Improvements Project (Reconstruction of Runway 01/19) and awarding a contract for the Base Bids and Bid Alternate A to Flynn Company, Inc., of Dubuque, IA, in the amount of \$19,118,791, contingent upon FAA

concurrence and receipt of the necessary Airport Improvement Program (AIP) grant funding.

- Adopt RESOLUTION NO. 26-458 approving submission of the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant application requesting federal funding for the full 2026/27 Airport Airside Improvements Project (Reconstruction of Runway 01/19), including the Base Bid and Bid Alternate A.

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

CITY ASSESSOR TERM OF OFFICE: The Public Input was opened and closed by Mayor Haila when no one came forward to speak.

Moved by Corrieri, seconded by Betcher, to pass on first reading an ordinance clarifying the term of office for the City Assessor.

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

Moved by Corrieri, seconded by Betcher, to suspend the rules and allow for second and third readings.

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

Moved by Betcher, seconded by Rollins, to pass on second reading an ordinance clarifying the term of office for the City Assessor.

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

Moved by Betcher, seconded by Junck, to pass on third reading and adopt ORDINANCE NO. 4599 clarifying the term of office for the City Assessor.

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

SECOND READING OF AN ORDINANCE TO AMEND THE APPROVED FLOATING SUBURBAN RESIDENTIAL MEDIUM DENSITY (FS-RM) WITH MASTER PLAN FOR THE BLUFFS AT 4899 EVEREST AVENUE: Moved by Corrieri, seconded by Betcher, to pass on second reading an ordinance to amend the approved Floating Suburban Residential Medium Density (FS-RM) with Master Plan for The Bluffs at 4899 Everest Avenue.

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

SECOND READING OF ZONING TEXT AMENDMENT MODIFYING THE NORTHEAST GATEWAY OVERLAY DISTRICT (O-GNE) STANDARDS: Moved by Betcher, seconded by Rollins, to pass on second reading an ordinance on a Zoning Text Amendment modifying the Northeast Gateway Overlay District (O-GNE) Standards.

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

DISPOSITION OF COMMUNICATIONS TO COUNCIL: Mayor Haila noted that there were five items for consideration. The first item was a memo regarding base bid

adjustments to the Ames Animal Services project from Fleet Services Director Corey Mellies. This item was noted to be for information only.

A request for annexation at 1901 South Dayton Avenue from Manatt's Environmental Manager Joe Mills was the second item.

Moved by Gartin, seconded by Corrieri, to refer to staff for memo.
Vote on Motion: 6-0. Motion declared carried unanimously.

The third item was a request from Bonnie Alley regarding considerations for the Mortenson Road Corridor Study.

Moved by Gartin, seconded by Betcher, to refer to staff for an updated speed analysis.
Vote on Motion: 6-0. Motion declared carried unanimously.

The fourth item was regarding support for the Data Center proposal from Ames Regional Economic Alliance, which was noted to be for information only.

A memo from Planner Justin Moore regarding a request to waive the requirement for Rural Subdivision covenants for a Plat of Survey at 2702 North Dakota Avenue was the final item.

Moved by Betcher, seconded by Rollins, to let requestor know that the City Council was not interested in waiving the requirement.
Vote on Motion: 5-0-1, Gartin abstaining due to conflict of interest. Motion declared carried.

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

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

Moved by Rollins, seconded by Beatty-Hansen, to direct staff to send information regarding water sources and quality in Ames to Public Forum speaker Beau Gilbert.
Vote on Motion: 6-0. Motion declared carried unanimously.

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

Moved by Betcher, seconded by Rollins, to go into Closed Session at 8:09 p.m.
Roll Call Vote: 6-0. Motion declared carried unanimously.

Ex-officio Anderson exited the meeting at 8:09 p.m.

The City Council reconvened Regular Session at 8:22 p.m.

Moved by Betcher, seconded by Rollins, to adopt RESOLUTION NO. 26-459 approving a settlement agreement with Alison Southern in the amount of \$75,000.

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 Rollins, to adjourn the meeting at 8:23 p.m.

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

Taylor Swanson, Deputy City Clerk

John A. Haila, Mayor

Renee Hall, City Clerk

MINUTES OF THE SPECIAL MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

JULY 21, 2026

The Ames Special City Council Meeting was called to order by Mayor Pro Tem Anita Rollins at 6:00 p.m. on the 21st day of July 2026, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. Present were Council Members Gloria Betcher, Tim Gartin, and Rachel Junck. Council Member Amber Corrieri joined the meeting electronically. Council Member Bronwyn Beatty-Hansen and Mayor John Haila were absent.

WORKSHOP ON DUFF AVENUE CORRIDOR STUDY: Transportation Planner Kyle Thompson opened by framing the Duff Avenue Corridor Study providing background and stating the presentation was designed to be high-level on the geographic limits of the study area. He explained that the corridor runs along Duff Avenue from the Union Pacific Railroad crossing just south of Main Street northward through the Mary Greeley Medical Center and McFarland Clinic campus, continuing to 16th Street. He introduced the project team, noting his own role as the City's project manager, acknowledging colleagues Traffic Engineer Manager Damion Pregitzer and Public Works Director Justin Clausen, and introducing consultant John Witt, Foth Traffic Engineer, who would co-present the material.

Planner Thompson emphasized that the study builds upon priorities already established through existing plans. He highlighted a map from the Comprehensive Safety Action Plan produced by the Metropolitan Planning Organization (MPO), and noted that the Duff Avenue corridor had been designated as part of the high-priority safety network for the region. He also referenced the Walk Bike Roll Plan, which identified two specific priorities along the corridor: installing a shared use path or bikeway and enhancing the East 12th Street pedestrian crossing near Mary Greeley Medical Center.

Transportation Planner Thompson outlined the principal goals of the corridor study:

- Evaluate existing and future traffic operations, safety, walkability, and connectivity.
- Assess the impacts of the railroad crossing near Main Street, noting that frequent train crossings cause vehicle delay, queuing, and extended recovery times.
- Forecast future traffic volumes to 2050 as the planning year, framing the study as a long-term visioning document.
- Evaluate pedestrian and bicycle safety and connectivity, with particular attention to the 12th Street crossing serving Mary Greeley and McFarland Clinic.
- Identify long-term improvement concepts that enhance safety, traffic operations, and multimodal connectivity while supporting the needs of residents, businesses, and corridor users.

Planner Thompson summarized the first phase of public and stakeholder outreach for the corridor study, which began in late March 2026. Outreach included an online survey and project website, mailed notices to nearby property owners, direct emails to stakeholders and neighborhood associations, MPO communications, and City social media posts.

The survey received 547 responses, including 144 from residents, property owners, and business owners near the corridor. Results showed that 95% of respondents drive the corridor, 45% walk or bike, 10% use CyRide, and more than half have ties to the Mary Greeley or McFarland Medical Campus. The most frequently identified concerns were traffic congestion, train-related delays, and pedestrian safety. Respondents identified the highest priorities as improving safety for all users, reducing congestion and delays, and enhancing walking and bicycling. The most requested improvements were traffic signal upgrades, safer pedestrian crossings, and improved sidewalks and shared-use paths.

Planner Thompson also reported on a meeting with representatives from Mary Greeley Medical Center and McFarland Clinic. Key discussion points included prioritizing EMS and ambulance access, recognizing the continued importance of the East 12th Street crossing for staff, support for a potential three-lane roadway configuration, and consideration of future medical campus plans to ensure they are reflected in the study.

Traffic Engineering Practice Lead John Witt then took over to walk through the engineering analysis underlying the study. He spoke about robust data collection from many areas including crash data statistics, speed study findings, railroad crossing analysis and Walk Bike Roll Ames. He also showed conceptualized designs for Duff Avenue going from four lanes to three lanes and a mini roundabout at 16th and Duff Avenue.

Planner Thompson resumed the presentation to describe the second round of public outreach, conducted in June 2026. The same distribution channels were used, with the addition of a press release. This round yielded 711 responses, approximately 164 more than the first survey.

The second survey was focused specifically on gathering feedback on the initial recommended concepts. Summarizing the overall sentiment, Planner Thompson reported that approximately 57% of respondents were either very unsupportive or unsupportive of the proposed improvements, while 43% were neutral, supportive, or very supportive. He acknowledged this represented a "slightly negative reaction" overall.

On specific questions within the survey:

- **Railroad crossing study:** 75% of respondents indicated they would like to see a detailed study of the railroad crossing conducted, versus 25% who said no.
- **Mid-block crossing at Bandshell Park:** 64% indicated the crossing was not necessary, with many comments noting that nearby signals at Main Street and 6th Street already provided protected crossing opportunities.
- **Pedestrian crossing improvements at 12th Street near Mary Greeley:** 65% felt those improvements were needed, versus 35% who said they were not necessary.
- **Traffic control at Duff and 16th Street:** 59% preferred the two-way stop option; 41% preferred the roundabout. Many written comments also requested that the existing all-way stop be retained as a third option.

Planner Thompson walked through the top concerns raised through the second survey and explained how the study team analyzed each one. He concluded the technical presentation by summarizing the three-lane section as the alternative that best advances the goals identified through public outreach and the City's adopted planning documents. He clarified that staff was not seeking formal direction at this workshop, rather, the intent was open dialogue with the Council. He noted if Council Members did not view the three-lane section as the appropriate treatment or wished to see other alternatives such as a four-lane or five-lane option, included in the final report, staff would benefit from some indication to that effect. Similarly, if Council had preferences regarding sub-options such as the 16th Street intersection treatment or the Bandshell Park crossing, that input would help as the study moves toward finalization. He indicated that the study would be finalized and returned to council in the fall of 2026 for formal direction and acceptance of findings. He reminded Council that the study is a long-term visioning and guiding document, not a near-term construction commitment, and that any eventual implementation would proceed through phased Capital Improvement Plan (CIP) programming and would include final design and additional public input processes.

Council engaged in extensive technical dialogue with staff regarding CyRide stops, frustration with the railroad crossing, shared use path options and crash data information. Council Member Gartin also asked for clarification on some of the statistics presented and Planner Thompson said he would come back with better defined statistical information.

STAFF REPORT ON AMES MUNICIPAL ENERGY CENTER GENERATOR AND STEP-UP TRANSFORMER PROCUREMENT: Electric Services Director Donald Kom introduced the second workshop item, providing background on the Ames Municipal Energy Center project. The project involved adding three reciprocating internal combustion engine (RICE) generator sets to the former coal yard site just south of the existing power plant and south of the railroad tracks, totaling approximately 54 megawatts of generating capacity. Sargent and Lundy serves as the Design Engineer.

Council Member Gartin asked Director Kom to clarify what staff was asking the Council to do before the presentation proceeded further. Assistant City Manager Brian Phillips explained that the workshop was intended to prepare the Council for two significant contract approvals at the regular Council meeting on July 28, 2026. The first action would be approval of a contract for the generator step-up (GSU) transformer, at approximately \$2.3 million. The second and substantially larger action would be approval of a contract with a RICE engine supplier for three generating sets, at approximately \$73 million, representing slightly over 40 percent of the total \$192 million project budget. Assistant City Manager Phillips emphasized the urgency for the validity date for the pricing proposal and that the manufacturing slot for the engines would expire on July 31, 2026. Failing to execute by that date would risk losing the proposed pricing and delivery schedule, which would, in turn, jeopardize the City's ability to meet its generating capacity obligations when needed.

Director Kom addressed the project's financing. The City intended to bond for the full project. A financial model was developed in collaboration with financial consultant PFM and Finance Director Corey Goodenow, examining the project over a 30-year horizon. The modeling concluded that implementing a 2.5% annual electric rate increase for approximately 18 years, using conservative assumptions including higher interest rates, followed by a 1.5 % annual

increase for the subsequent 12 years, would be sufficient to fund the project. Director Kom noted that approximately 1% of the 2.5% annual increase was attributable to debt service on the project bonds, with the remaining 1.5% representing an assumed baseline inflation rate.

Director Kom summarized the overall project budget of approximately \$192 million, noting the two items before Council were the RICE equipment and the GSU transformer, and together they represented slightly over 40 percent of that total. He noted that the project design shows three generating sets on the northern portion of the site, with a step-up transformer off to the west, and that the maintenance and electrical building at the center of the site was designed for the ultimate buildout of six engines.

Assistant Electric Services Director Curtis Spence presented the details of the RICE engine procurement. A Request For Proposal (RFP) was issued in March 2026 for three large RICE units, each 18 megawatts or greater. The scope of supply encompassed the engine itself, the coupled generator, ventilation units, intake structure, exhaust systems, intake air filters, engine coolant closed-loop circuit, and other auxiliary equipment. Two vendors submitted proposals: Wärtsilä of Finland and Everlance, from Germany. A weighted evaluation matrix developed by Sargent and Lundy across ten criteria was used to evaluate the findings. The criteria included total cost. The formal RFP evaluation matrix produced a final score of 260 points for Wärtsilä versus 203 points for Everlance. Staff recommended award to Wärtsilä North America. Sargent and Lundy concurred and indicated it would issue a letter of recommendation.

There was discussion around the need for a surety bond given the substantial upfront payment obligation with no equipment in hand. Staff investigated the availability of a surety bond to protect the City against Wärtsilä's potential bankruptcy during the manufacturing and delivery period. It was confirmed that Wärtsilä had provided surety bonds to other customers who were legally required to obtain them. The cost of such a bond for this contract would be approximately \$1.5 million. Director Kom noted this cost would be passed through to the City as an addition to the contract price. Staff noted that Dorsey and Whitney, the City's bond counsel, had been asked to weigh in on the surety bond question but had not yet responded. Director Kom committed to providing that input prior to the July 28, 2026, Council Meeting, acknowledging it would be a helpful data point for the Council.

City Manager Steve Schainker reconfirmed that the rate increase for residents had a relatively low impact of 2.5% increase for 18 years and then 1.5% increase for 12 years, ending in FY 2056/57.

Assistant City Manager Phillips concluded with recognition of staff, particularly Director Kom and Assistant Director Spence, for their extensive work researching the technologies, evaluating proposals, visiting sites, working through contractual details, and negotiating with both vendors.

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

ADJOURNMENT: Moved by Betcher, seconded by Gartin, to adjourn the meeting at 8:31 p.m.

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

Renee Hall, City Clerk

Anita Rollins, Mayor Pro Tem



MEMO

To: Mayor & City Council

From: City Clerk's Office

Date: July 28, 2026

Subject: Approval of Civil Service Candidates

Attached are the minutes for the Regular Meeting of the Civil Service Commission held on July 23, 2026.

ATTACHMENT(S):
[July 23, 2026 Civil Service Minutes.pdf](#)

MINUTES
AMES CIVIL SERVICE COMMISSION
Council Chambers, City Hall
515 Clark Ave, Ames, Iowa
July 23, 2026

Call to Order

Co-Chair, Harold Pike, called the meeting of the Ames Civil Service Commission to order at 8:15am. In attendance was Vicki Hillock, Commission Clerk and Commission Larry Conley, was in attendance telephonically. Bethany Ballou, Human Resources Director and Kim Linduska, Commission Chair and Member were absent.

Approval of Minutes

Moved by Conley, seconded by Pike, to approve June 25, 2026, regular meeting minutes. Vote on Motion: 2-0. Motion carried unanimously.

Certification of Entry-Level Applicants

Assistant Planner	Hunter Gearhart	73
Electrical Engineer I	Liam Gossman	79
	Gavin Barber	72
Principal Clerk	Valerie Sheeder	81
	Carly Hill	80
WPC Lab Technician	Logan Connor	82
	Erin Olson	80
	Anna Van Der Weide	77
	Jessie Knapp	73

* Includes preference points

** Indicates carryover from prior certified list

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

Request to Remove Name from Recreation Manager Certified List

Moved by Pike, seconded by Conley, to remove name from Recreation Manager entry level certified list. Vote on motion: 2-0. Motion carried.

Next Regular Meeting

Meeting will be held in-person on Thursday, August 27, 2026, at 8:15am in Council Chamber of City Hall.

Adjournment

The meeting adjourned at 8:21 am.

Harold Pike, Co-Chairperson

Vicki Hillock, Commission Clerk



MEMO

To: Mayor and City Council

From: Taylor Swanson, Deputy City Clerk

Date: July 28, 2026

Subject: New Class B Retail Alcohol License - Hy-Vee Ames Pop Up Shop,
1472 South 4th Street

Please see the attached documentation for a new Class B Retail Alcohol License
- Hy-Vee Ames Pop Up Shop, 1472 South 4th Street.

ATTACHMENT(S):

[HyVee Pop-up Shop Application.pdf](#)

CLASS "B" RETAIL ALCOHOL LICENSE APPLICATION

Business Information

Name of Legal Entity: HY-VEE INC

FEIN: XX-XXX5638

Business Type: Corporation

This business is registered with the Secretary of State.

Business Number of Secretary of State: 19862

Premises Information

Premises DBA: HY-VEE

Premises Address: 1472 S 4TH ST AMES IA 50011-0001

Premises Type: Concession Stand

Number of Floors: 1

Control of Premises: Other

Other control description: Special Event Permission

The total square footage of the entire retail sales area plus any alcoholic beverage storage areas of the business. This includes areas of walk-in alcoholic beverage coolers that are accessible to the public.

800

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

Yes

Does or will your licensed location wholesale alcoholic beverages to on-premises retail alcohol licensees?

No

License Information

Effective Date: 01-Aug-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:

Pop up store in the village parking lot across from Jack Trice stadium for tailgating/home Iowa State University Football games.

Endorsements

Local Authority: City of Ames

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	WIESE, AARON	SSN	***-**-6741	30-Dec-19 76		4840 159TH STREET URBANDALE IA 50323	0.00
Individual	SCHROEDE R, ANDREW	SSN	***-**-7701	11-Jan-19 74		5764 CHATHAM CIRCLE JOHNSTON IA 50131	0.00
Individual	ALLEN, NATHAN	SSN	***-**-8432	09-Jul-198 0		809 SUMMIT PLACE INDIANOLA IA 50125	0.00

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: KATIE NYLEN

Phone Number: 5156953540

Email Address: knylen@hy-vee.com

Address: 5820 WESTOWN PKWY WEST DES MOINES IA 50266-8223

Attestation Information

Attestation Name: ANDREW SCHROEDER

Attestation Date: 20-Jul-2026



MEMO

To: Mayor and City Council

From: Taylor Swanson, Deputy City Clerk

Date: July 28, 2026

Subject: Temporary Outdoor Service for Class C Alcohol License with Outdoor Service - Sips and Paddys, 126 Welch Avenue

Please see the attached documentation for a motion approving Temporary Outdoor Service for Class C Alcohol License with Outdoor Service - Sips and Paddys, 126 Welch Avenue for September 24 - September 27, 2026, and October 1 - October 4, 2026.

ATTACHMENT(S):

[Temporary Outdoor Service - Sips and Paddy's Irish Pub \(September 2026\)](#)

[Temporary Outdoor Service - Sips and Paddy's Irish Pub \(October 2026\)](#)

**City of Ames
Local Authority Review
Temporary Outdoor Service**

License Information

Location Name: Sips and Paddy's Irish Pub

Location Address: 126 Welch Avenue

License Number: LC0047689

Provided Description of the Outdoor Service Privilege

outdoor service in fenced in attached parking lot

Requested Dates

September 24, 2026, through September 27, 2026

**City of Ames
Local Authority Review
Temporary Outdoor Service**

License Information

Location Name: Sips and Paddy's Irish Pub

Location Address: 126 Welch Avenue

License Number: LC0047689

Provided Description of the Outdoor Service Privilege

outdoor service in fenced in attached parking lot

Requested Dates

October 1, 2026, through October 4, 2026



MEMO

To: Mayor John Haila and Ames City Council Members

From: Major Jason Tuttle, Ames Police Department

Date: July 28, 2026

Subject: Alcohol License Renewals

The following licenses are eligible for renewal:

- a. Fareway Meat Market 189, 3720 Lincoln Way, Class E Retail Alcohol License
- b. Hickory Park, 1404 S Duff Avenue, Special Class C Retail Alcohol License
- c. Huhot Mongolian Grill, 703 S. Duff Avenue Ste 105
- d. Inside Golf, 2801 Grand Avenue #1075, Class C Retail Alcohol License with Catering Privilege, Pending Dramshop Review
- e. Sweet Carolines, 316 Main Street, Class C Retail Alcohol License with Catering Privilege and Outdoor Service, Pending Dramshop Review
- f. Maverik #5299, 4506 Lincoln Way, Class E Retail Alcohol License

A review of police records for the past 12 months found no liquor law violations for Fareway Meat Market 189, Hickory Park, Huhot Mongolian Grill, Sweet Carolines, or Maverik #5299. The Police Department recommends the license renewal for these businesses.

A review of police records for Inside Golf found one violation for Providing Alcohol to an Underage Person. Officers will continue to monitor this business for liquor law violations and offer ID training for staff members. The Police Department recommends the license renewal for this business.

Staff Report

FISCAL YEAR 2025/26 FOURTH QUARTER FINANCIAL REPORT

July 28, 2026

BACKGROUND:

Governmental accounting best practices emphasize the importance of timely and periodic financial reviews throughout the fiscal year. The Government Finance Officers Association (GFOA) specifically recommends that governments conduct interim reviews to ensure data accuracy, identify variances as they occur, and give decision-makers the information they need to respond promptly to emerging trends. Established quarterly reporting aligns the City's financial practices with GFOA guidance, strengthening transparency, and enhancing oversight of the City's finances.

Quarterly reporting also supports more effective budget monitoring by enabling the City to evaluate revenues and expenditures as they occur rather than waiting until year-end. This proactive approach ensures that unexpected changes can be addressed in time to protect service delivery. It also provides comparative and trend data, which are essential for evaluating financial performance, understanding the causes of variances, and supporting informed decision-making by elected officials. Regular reporting not only improves financial management but also promotes accountability and transparency.

In keeping with these best practices, the Finance Department has prepared the City's FY 2025/26 Quarter 4 financial report as of June 30, 2026, which is attached for the City Council's review. The report provides fund balances, revenues, and expenditures for FY 2025/26 through the end of the fourth quarter, along with comparative information from the prior fiscal year. The quarterly report will serve two purposes: it will offer the City Council a clear picture of the City's financial position during the year, and it will function as an internal monitoring tool for the Finance Department to identify inaccuracies, anomalies, and unanticipated changes in financial activity.

OPTIONS:

Should the City Council desire additional or more detailed information, staff should be directed to include that information in a future report.

STAFF COMMENTS:

The Finance Department has made quarterly reporting a standard practice. Reports will be provided after each quarter of the fiscal year, with accompanying analysis to highlight major findings and explain significant variances. This practice demonstrates the City's commitment to sound financial management, transparency, and adherence to GFOA's recognized best

practices in governmental finance.

ATTACHMENT(S):

[2025-26 Quarter 4 Financial Report FINAL.pdf](#)

City of Ames, Iowa

Fiscal Year 2025/26

Quarter 4 Financial Report

FY 2025/26 Quarterly Financial Summary

Period Ending June 30, 2026

Introduction

The following reports summarize the City's fund balances, revenues, and expenditures for the fourth quarter of FY 2025/26. Although the fund balances, revenues, and expenditures shown in the report are for activity through June 30, 2026, it needs to be emphasized that these will not be the final totals for the fiscal year. Revenues will continue to be collected for several months that will be accrued to FY 2025/26, especially for utility billings, grant reimbursements, and property and other taxes. Similarly, invoices will continue to be paid for several months for goods or services that were received in FY 2025/26. Final 2025/26 revenues, expenditures, and fund balances will be reflected in the upcoming financial statements and the FY 2027/28 budget document.

Fund Balances

The "Fund Balance at 6/30/25" amounts for each fund (the first column in the fund balance report) reflect the final audited balances for FY 2024/25 that became the beginning balances for FY 2025/26.

Other explanations for the "Fund Balance at 6/30/25" column:

- Many of the funds with negative balances at the beginning of the year are construction or grant funds with expenditures in FY 2024/25 for which reimbursement was not received by the end of the fiscal year. These funds include Public Safety Donations and Grants, the CDBG Program, Parks and Recreation Grants, Street Construction, Sewer Improvements, Stormwater Improvements, and Resource Recovery Improvements. It is common for expenditures and reimbursements in these types of funds to cross fiscal years and the reimbursements will be received in FY 2025/26.
- The Special Assessments Fund traditionally has a negative beginning balance. When assessments are created to cover the cost of debt issuance, the principal and interest payments for the debt begin immediately. The assessment revenue received to cover the cost of the debt, however, is collected over time. The fund's negative balance will be resolved over time as the assessments are collected.

The Budgeted Ending Balance amounts in the far-right column have been updated to reflect the FY 2025/26 final adjusted revenues and expenditures that were approved on May 26, 2026. The Quarter 4 Ending Balances are now being compared to these final adjusted ending balances.

Explanations and comments for the “Quarter 4 Ending Balance” column:

- Many of the funds with negative or very small balances (Public Safety Donations/Grants, CDBG Program, HOME Program, Parks and Recreation Grants, Street Construction, Water Construction, Sewer Improvements, and Stormwater Improvements) are funds where the revenue is received on a reimbursement basis after the expenditures have been incurred. The negative balances are normal and will be resolved when the reimbursements are received.
- The Special Assessments Fund will continue to be negative until the assessments have been collected through property taxes.
- The Sewer Sinking Fund has a negative balance because funding to cover principal and interest payments related to the State Revolving Fund’s loan program has not yet been transferred from the Sewer Utility Fund. The additional amount needed will be transferred and accrued to FY 2025/26.
- The New Animal Shelter Donations Fund has a balance of \$2,448,770 at the end of the fourth quarter as donations have been received, but construction of the new shelter has not started.
- Many funds have higher balances at the end of the fourth quarter compared to their projected balances at the end of the fiscal year (Local Option Sales Tax, Road Use Tax, Council Priorities Capital Fund, General Obligation Bonds, and Resource Recovery Improvements, for example). These funds all contain funding for capital improvement projects, and the timing of the expenditures is dependent on the project schedules. Amounts not spent by the end of the fiscal year are typically carried over to the next fiscal year.
- The Parking Operations Fund balance is significantly higher than what was projected. At the end of the fourth quarter, the fund balance is \$248,413, compared to \$110,863 projected in the final amended budget. Revenues are at 110.0% and expenditures are at 95.8% of their projected amounts. The better performance in the Parking Operations Fund is largely due to past parking fines being collected through the new set-off program, which has already collected more than \$100,000 in unpaid fines. As old fines are collected, revenue from the set-off program will level off. The Parking Operations Fund will continue to be monitored in FY 2026/27.
- The Recycling Services Fund shows a balance of \$143,429 at 6/30/26. The balance is the result of a \$150,000 budgeted transfer from the General Fund to start the program, offset by some minimal expenses to begin the curbside recycling program.
- The Fleet Replacement Reserve Fund balance is higher than what was projected due to delayed fleet and equipment purchases. The budgeted purchases will be carried over to FY 2026/27.
- The Fleet Services Reserve balance is higher than projected because of funding allocated to the R3C project that has not been spent. The funding will carry over to FY 2026/27.
- The Shared Communications Fund, which accounts for the revenues and expenses of the MAPSG system funded through the City, Iowa State University, Story County, and the E911 system shows a negative balance of \$68,532 at the end of the fourth quarter. The fund is in

a negative balance because the participating agencies are only billed to cover the fund's expenditures at the end of each calendar year. An accrual will be made as part of the audit process to accrue the revenue that is owed by the participating agencies at the end of FY 2025/26.

Revenues

The FY 2025/26 Final Adjusted Budget for revenues has been updated to reflect the adjustments approved by the City Council on May 26, 2026. Overall revenues on 6/30/26 were at 82.9% of the adopted amount for FY 2025/26. While it might seem that revenues should be at 100% at the end of the fourth quarter, it should be noted that many revenues are received after the end of periods, such as utility billings, Local Option Sales Tax, Hotel/Motel Tax, and Road Use Tax.

Other items to note in revenues:

- Many funds with revenues that are primarily grants (Public Safety Donations/Grants, CDBG, HOME, Parks and Recreation Grants, Library Donations/Grants, Street Construction, Airport Improvements, Water Construction, Sewer Improvements, Transit Capital Reserve, and Stormwater Improvements) have received a low percentage of their revenue. This is normal since the revenue is received on a reimbursement basis and is received when the reimbursement requests are submitted after expenses are incurred.
- Additional donation revenue has been received in several funds (Animal Shelter Donations, Parks and Recreation Donations, Parks and Recreation Scholarship Donations, and Utility Assistance (Project Share)). These additional donations were not anticipated at the time final budget amendments were prepared.
- Airport Operations revenue is only 63.9% of the projected amount at 6/30/26. This is largely due to revenue that will be billed to Iowa State University for their share of the debt service related to the airport terminal building. This billing, which needs to be done after audit adjustments have been completed, is typically done in late August or early September.
- The Sewer Utility Fund's revenue is currently at 106.9% of the fund's projected total for the year and is significantly higher than the revenue at 6/30/25. This is largely due to a billing to NADC for \$2,126,036 for their prepayment of their contribution to the improvements at the WPC facility.
- Some funds that have interest as their primary revenue source have higher than anticipated revenue at 6/30/26 due to higher than projected interest rates. Some of the funds affected include the Winakor Donation Fund, the Transit Student Government Trust Fund, the Fleet Services Reserve Fund, and the Information Technology Reserve Fund. The interest revenue included in the report is not the final interest total for the fiscal year. As part of the audit process, City investments will be adjusted to their fair market value at 6/30/26, which could lower or increase interest revenue.

Expenditures

The FY 2025/26 Final Adjusted Budget for expenditures has been updated to reflect the amounts approved by the City Council on May 26, 2026.

Actual 6/30/26 expenditures are at 69.8% of adjusted budgeted expenditures. The lower-than-expected percentage is largely due to capital projects budgeted for FY 2025/26 which are not yet complete. Funding for these projects will be carried over to FY 2026/27.

An explanation of some expenditures is provided below:

- Funds that are used to finance capital improvement projects have a lower percentage of their budgets spent due to the timing of the projects. These funds include Local Option Sales Tax, Road Use Tax, New Animal Shelter Donations, American Rescue Plan, Street Construction, Indoor Aquatic Center Donations, Council Priorities, General Obligation Bonds, Airport Improvements, Water Utility, Water Construction, Sewer Utility, Sewer Improvements, Electric Utility, Stormwater Utility, Stormwater Improvements, and Resource Recovery Improvements. Unspent CIP funding will be carried over to FY 2026/27.
- The Animal Shelter Donations Fund is currently showing no expenditures for the fiscal year. This is because all Animal Shelter operating expenditures are now being recorded in the General Fund. After all FY 2025/26 invoices have been paid, a transfer will be made from the Animal Shelter Donations Fund to the General Fund to cover expenditures that were higher than anticipated in the General Fund budget.
- Unspent funding for expenditures in the CDBG program, the HOME program, and the HOME/American Rescue Plan program will be carried over to FY 2026/27 as allowed by the parameters of each program.
- Funding in several donation funds (Public Safety Donations/Grants, Parks and Recreation Donations, and Library Donations/Grants) is lower than what was budgeted because the expenditures for which the donations were received have not yet been made. Any unused donation funding will be carried over to FY 2026/27.
- Only 29.2% of Fleet Replacement Reserve expenditures have been made at 6/30/26 due to delays in equipment orders and long lead times to purchase equipment. Unused equipment funding will be carried over to FY 2026/27.
- Fleet Services Reserve expenditures are at only 43.5% of the projected amount because funding included for the R3C project has not yet been spent. This funding will be carried over to FY 2026/27.

Fund Balance Summary

	Fund Balance 6/30/25	FY 2025/26 Year-to-Date Revenues	FY 2025/26 Year-to-Date Expenditures	Quarter 4 Ending Balance	Budgeted Ending Balance
General Fund	\$ 14,437,445	\$ 46,381,350	\$ 47,049,886	\$ 13,768,909	\$ 11,060,930
Special Revenue Funds:					
Local Option Tax	\$ 9,830,025	\$ 11,453,426	\$ 11,013,104	\$ 10,270,347	\$ 5,523,328
Hotel Motel Tax	1,845,983	2,649,278	2,894,056	1,601,205	1,917,980
Road Use Tax	9,912,770	8,693,470	10,796,298	7,809,942	2,672,207
Bike Licenses	-	-	-	-	-
Police Forfeiture	167,301	59,679	52,179	174,801	167,154
Public Safety Donations/Grants	(6,681)	87,966	264,698	(183,414)	963
Animal Shelter Donations	161,950	75,418	-	237,368	150,950
New Animal Shelter Donations	462,350	2,317,725	331,305	2,448,770	1,292
City-Wide Housing	383,349	500	36,346	347,503	348,661
CDBG Program	(12,030)	1,282,061	1,508,664	(238,633)	-
HOME Program	-	-	234,729	(234,729)	-
HOME/American Rescue Plan	-	-	-	-	-
Fire/Police Retirement	-	-	-	-	-
Parks/Recreation Grants	(193,869)	405,685	622,194	(410,378)	-
Parks/Recreation Donations	213,148	160,439	153,619	219,968	54,148
Parks/Recreation Scholarships	505,117	216,064	260	720,922	701,640
American Rescue Plan	3,361,482	-	318,053	3,043,429	2,725,196
Library Donations and Grants	487,049	277,114	285,821	478,343	424,943
Utility Assistance	22,932	33,466	35,522	20,876	9,932
Public Art Donations	32	7,840	7,840	32	32
Developer Projects Fund	248,981	2,321	-	251,302	250,481
Economic Development	547,166	28,031	28,031	547,166	547,166
Tax Increment Financing	1,257,007	547,625	832,411	972,220	969,457
Total Special Revenue Funds	\$ 29,194,062	\$ 28,298,111	\$ 29,415,132	\$ 28,077,041	\$ 16,465,530
Capital Project Funds:					
Special Assessments	\$ (582,647)	\$ 189,766	\$ 42,400	\$ (435,281)	\$ (441,975)
Street Construction	(1,405,430)	3,447,654	3,838,939	(1,796,715)	294,326
Park Development	583,894	298,325	144,086	738,133	689,028
Winakor Donation	2,039,725	86,543	21,595	2,104,673	2,063,130
Indoor Aquatic Center Donations	583,189	268,969	510,217	341,941	583,189
Council Priorities Capital Fund	8,325,982	1,119,256	275,610	9,169,628	5,997,500
General Obligation Bonds	23,398,234	14,790,548	15,121,431	23,067,352	4,777,648
Total Capital Project Funds	\$ 32,942,947	\$ 20,201,061	\$ 19,954,278	\$ 33,189,730	\$ 13,962,846
Permanent Funds:					
Cemetery Perpetual Care	\$ 1,132,565	\$ 28,885	\$ -	\$ 1,161,450	\$ 1,157,315
Furman Aquatic Center Trust	1,165,905	49,172	15,685	1,199,392	1,185,220
Total Permanent Funds	\$ 2,298,470	\$ 78,057	\$ 15,685	\$ 2,360,842	\$ 2,342,535

Fund Balance Summary, continued

	Fund Balance 6/30/25	FY 2025/26 Year-to-Date Revenues	FY 2025/26 Year-to-Date Expenditures	Quarter 4 Ending Balance	Budgeted Ending Balance
Enterprise Funds:					
Airport Operations	\$ 81,968	\$ 255,607	\$ 272,489	\$ 65,086	\$ 152,468
Airport Improvements	628,633	1,301,314	1,666,174	263,773	186,248
Airport Sigler Reserve	2,931,422	119,585	67,945	2,983,062	2,871,777
Water Utility	21,768,679	18,564,007	14,375,734	25,956,952	15,854,443
Water Construction	187,703	1,953,281	2,200,221	(59,237)	-
Water Sinking	265,970	4,641,500	4,554,515	352,955	265,322
Sewer Utility	26,119,251	15,123,692	8,976,604	32,266,339	26,226,488
Sewer Improvements	(7,784,045)	30,436,232	24,510,041	(1,857,854)	3,791
Sewer Sinking	114,181	1,428,582	2,099,067	(556,304)	141,511
Electric Utility	58,022,424	72,090,656	84,440,002	45,673,078	43,358,652
Electric Sinking	80,518	966,075	966,075	80,518	80,696
SunSmart Community Solar	1,004,830	160,942	159,869	1,005,904	1,004,468
Electric Sustainability Reserve	2,555,160	103,507	150,000	2,508,667	2,475,160
Parking Operations	106,490	1,061,915	919,992	248,413	110,863
Parking Capital Reserve	1,290,554	53,687	-	1,344,241	1,320,554
Transit Operations	8,707,243	15,909,929	16,098,707	8,518,465	7,713,042
Transit Student Government Trust	1,529,822	65,172	-	1,594,994	1,548,822
Transit Capital Reserve	15,283,975	9,002,985	10,431,342	13,855,618	10,621,007
Stormwater Utility	8,753,028	2,228,079	2,542,108	8,438,999	2,297,354
Stormwater Improvements	(40,000)	475,000	860,000	(425,000)	-
Ames/ISU Ice Arena	359,045	705,987	665,886	399,146	400,112
Ice Arena Capital Reserve	71,283	81,751	7,266	145,768	147,017
Homewood Golf Course	964,414	604,758	398,703	1,170,469	1,057,068
Resource Recovery	1,825,496	4,414,965	4,288,553	1,951,908	2,192,496
Resource Recovery Improvements	(65,587)	7,099,773	2,466,457	4,567,730	65,587
Recycling Services	-	152,813	9,384	143,429	-
Total Enterprise Funds	\$ 144,762,457	\$ 189,001,794	\$ 183,127,132	\$ 150,637,120	\$ 120,094,946
Debt Service	\$ 3,834,328	\$ 15,361,721	\$ 14,093,058	\$ 5,102,991	\$ 4,908,535
Internal Service Funds:					
Fleet Services	\$ 100,378	\$ 2,627,956	\$ 2,597,882	\$ 130,452	\$ 140,378
Fleet Replacement Reserve	13,350,453	3,012,434	1,546,432	14,816,454	11,052,523
Fleet Services Reserve	1,761,752	653,240	327,051	2,087,941	1,409,752
Information Technology	120,002	2,093,639	1,931,264	282,377	120,000
Technology Replacement Reserve	2,364,596	350,098	382,068	2,332,626	2,215,987
Shared Communications	(2)	295,775	364,306	(68,532)	(8,000)
Information Technology Reserve	1,919,103	161,100	144,314	1,935,889	1,680,078
Risk Management	4,093,500	3,632,626	3,570,818	4,155,308	3,821,146
Health Insurance	7,919,257	15,511,427	14,798,335	8,632,349	7,423,561
Total Internal Service Funds	\$ 31,629,039	\$ 28,338,295	\$ 25,662,470	\$ 34,304,864	\$ 27,855,425
Totals	\$ 259,098,748	\$ 327,660,389	\$ 319,317,641	\$ 267,441,497	\$ 196,690,747

Fund Balance: The net assets of a fund calculated on a budgetary basis and used as a measure of financial resources available in the fund.

Revenue Summary by Fund

	FY 2024/25		FY 2025/26			
	Actual (full year)	Actual at 6/30/25	Adopted Budget	Final Adjusted Budget	Actual at 6/30/26	% of Actual to Adjusted
General Fund	\$ 46,425,916	\$ 43,152,938	\$ 47,465,237	\$ 47,296,330	\$ 46,381,350	98.1%
Special Revenue Funds:						
Local Option Tax	\$ 12,011,678	\$ 10,822,376	\$ 12,558,616	\$ 12,578,464	\$ 11,453,426	91.1%
Hotel Motel Tax	3,027,969	2,646,905	2,773,000	3,120,000	2,649,278	84.9%
Road Use Tax	9,407,604	8,681,926	9,504,055	9,562,721	8,693,470	90.9%
Bike Licenses	-	-	-	-	-	-
Police Forfeiture	25,915	25,915	10,000	56,000	59,679	106.6%
Public Safety Donations/Grants	42,239	37,378	48,000	332,031	87,966	26.5%
Animal Shelter Donations	139,894	137,148	79,000	64,000	75,418	117.8%
New Animal Shelter Donations	462,350	462,118	1,500,000	4,038,942	2,317,725	57.4%
City-Wide Housing	-	-	500	500	500	100.0%
CDBG Program	590,163	78,572	684,122	2,371,973	1,282,061	54.1%
HOME Program	1,948,389	1,942,602	256,483	1,269,492	-	0.0%
HOME/American Rescue Plan	-	-	630,983	631,705	-	0.0%
Fire/Police Retirement	173	173	-	-	-	-
Parks/Recreation Grants	48,804	48,804	567,900	813,083	405,685	49.9%
Parks/Recreation Donations	210,140	206,669	93,912	121,912	160,439	131.6%
Parks/Recreation Scholarships	224,058	218,860	11,000	196,523	216,064	109.9%
American Rescue Plan	-	-	-	-	-	-
Library Donations and Grants	338,838	330,186	485,131	446,982	277,114	62.0%
Utility Assistance	24,198	24,198	15,500	15,500	33,466	215.9%
Public Art Donations	-	-	-	7,840	7,840	100.0%
Developer Projects	2,723	1,847	1,500	1,500	2,321	154.7%
Economic Development	28,031	28,031	28,032	28,032	28,031	100.0%
Tax Increment Financing	420,049	396,369	595,000	595,000	547,625	92.0%
Total Special Revenue Funds	\$ 28,953,215	\$ 26,090,077	\$ 29,842,734	\$ 36,252,200	\$ 28,298,111	78.1%
Capital Project Funds:						
Special Assessments	\$ 303,875	\$ 303,875	\$ 209,414	\$ 190,072	\$ 189,766	99.8%
Street Construction	4,098,209	3,139,149	3,786,000	13,403,453	3,447,654	25.7%
Park Development	126,400	117,935	115,000	290,000	298,325	102.9%
Winakor Donation	91,060	61,339	45,000	45,000	86,543	192.3%
Indoor Aquatic Center Donations	3,980,338	3,985,115	800,000	800,000	268,969	33.6%
Council Priorities Capital Fund	4,722,105	4,632,887	60,000	819,546	1,119,256	136.6%
General Obligation Bonds	20,127,571	20,016,550	15,270,000	15,270,000	14,790,548	96.9%
Total Capital Project Funds	\$ 33,449,558	\$ 32,256,850	\$ 20,285,414	\$ 30,818,071	\$ 20,201,061	65.5%
Permanent Funds:						
Cemetery Perpetual Care	\$ 23,305	\$ 23,108	\$ 26,250	\$ 24,750	\$ 28,885	116.7%
Furman Aquatic Center Trust	58,670	39,777	35,000	35,000	49,172	140.5%
Total Permanent Funds	\$ 81,975	\$ 62,885	\$ 61,250	\$ 59,750	\$ 78,057	130.6%

Revenue Summary by Fund, continued

	FY 2024/25		FY 2025/26			
	Actual (full year)	Actual at 6/30/25	Adopted Budget	Final Adjusted Budget	Actual at 6/30/26	% of Actual to Adjusted
Enterprise Funds:						
Airport Operations	\$ 337,952	\$ 253,070	\$ 326,467	\$ 400,130	\$ 255,607	63.9%
Airport Improvements	2,454,278	1,915,648	10,770,941	12,318,369	1,301,314	10.6%
Airport Sigler Reserve	144,355	97,832	75,000	75,000	119,585	159.4%
Water Utility	15,976,866	14,820,479	17,181,604	19,911,003	18,564,007	93.2%
Water Construction	812,292	812,292	-	4,531,036	1,953,281	43.1%
Water Sinking	4,512,258	4,512,258	4,640,852	4,640,852	4,641,500	100.0%
Sewer Utility	13,621,578	12,646,426	13,553,800	14,153,424	15,123,692	106.9%
Sewer Improvements	15,990,677	15,990,677	26,240,000	50,021,621	30,436,232	60.8%
Sewer Sinking	1,576,522	1,576,522	1,428,532	2,223,938	1,428,582	64.2%
Electric Utility	71,873,621	66,070,590	77,098,000	81,969,255	72,090,656	87.9%
Electric Sinking	966,213	966,213	966,253	966,253	966,075	100.0%
SunSmart Community Solar	193,747	188,623	178,000	186,500	160,942	86.3%
Electric Sustainability Reserve	125,053	84,854	70,000	70,000	103,507	147.9%
Parking Operations	861,112	848,319	1,030,800	965,087	1,061,915	110.0%
Parking Capital Reserve	62,975	42,732	30,000	30,000	53,687	179.0%
Transit Operations	16,024,937	14,486,001	15,686,069	15,686,069	15,909,929	101.4%
Transit Student Government Trust	499,492	481,135	19,000	19,000	65,172	343.0%
Transit Capital Reserve	2,840,336	2,619,710	5,409,056	13,078,405	9,002,985	68.8%
Stormwater Utility	2,520,474	2,272,389	2,218,500	2,216,500	2,228,079	100.5%
Stormwater Improvements	-	-	400,000	1,300,000	475,000	36.5%
Ames/ISU Ice Arena	678,162	647,106	694,595	685,537	705,987	103.0%
Ice Arena Capital Reserve	84,804	83,093	83,000	83,000	81,751	98.5%
Homewood Golf Course	614,954	600,155	578,956	587,656	604,758	102.9%
Resource Recovery	5,308,335	4,979,951	5,517,828	5,309,128	4,414,965	83.2%
Res Recovery Improvements	-	-	-	7,057,697	7,099,773	100.6%
Recycling Services	-	-	-	150,000	152,813	101.9%
Total Enterprise Funds	\$ 158,080,993	\$ 146,996,075	\$ 184,197,253	\$ 238,635,460	\$ 189,001,794	79.2%
Debt Service	\$ 13,385,488	\$ 13,182,927	\$ 13,479,696	\$ 15,167,266	\$ 15,361,721	101.3%
Internal Service Funds:						
Fleet Services	\$ 2,637,295	\$ 2,207,663	\$ 2,880,656	\$ 2,859,675	\$ 2,627,956	91.9%
Fleet Replacement Reserve	2,643,704	1,925,918	2,458,721	3,001,921	3,012,434	100.4%
Fleet Services Reserve	730,389	495,658	400,000	400,000	653,240	163.3%
Information Technology	2,314,038	2,314,038	1,979,252	2,085,863	2,093,639	100.4%
Technology Replacement Reserve	334,913	334,913	326,676	350,098	350,098	100.0%
Shared Communications	367,399	281,902	400,000	410,000	295,775	72.1%
Information Technology Reserve	629,876	220,069	70,000	70,000	161,100	230.1%
Risk Management	3,490,502	3,442,552	3,745,829	3,520,502	3,632,626	103.2%
Health Insurance	13,764,065	13,114,949	13,154,161	14,246,041	15,511,427	108.9%
Total Internal Service Funds	\$ 26,912,181	\$ 24,337,662	\$ 25,415,295	\$ 26,944,100	\$ 28,338,295	105.2%
Totals	\$ 307,289,326	\$ 286,079,414	\$ 320,746,879	\$ 395,173,177	\$ 327,660,389	82.9%

Expenditure Summary by Fund

	FY 2024/25		FY 2025/26			
	Actual (full year)	Actual at 6/30/25	Adopted Budget	Final Adjusted Budget	Actual at 6/30/26	% of Actual to Adjusted
General Fund	\$ 48,925,753	\$ 48,524,786	\$ 47,465,237	\$ 50,672,845	\$ 47,049,886	92.9%
Special Revenue Funds:						
Local Option Tax	\$ 12,874,887	\$ 11,457,451	\$ 12,514,377	\$ 16,885,161	\$ 11,013,104	65.2%
Hotel Motel Tax	3,114,588	2,907,714	2,580,261	3,048,003	2,894,056	94.9%
Road Use Tax	8,911,230	9,226,559	11,225,779	16,803,284	10,796,298	64.3%
Bike Licenses	10,026	10,026	-	-	-	-
Police Forfeiture	31,272	31,272	12,000	56,147	52,179	92.9%
Public Safety Donations/Grants	54,590	54,914	48,000	324,387	264,698	81.6%
Animal Shelter Donations	120,957	112,525	80,500	75,000	-	0.0%
New Animal Shelter Donations	-	-	1,500,000	4,500,000	331,305	7.4%
City-Wide Housing	33,519	32,511	29,410	35,188	36,346	103.3%
CDBG Program	667,670	387,489	684,122	2,359,943	1,508,664	63.9%
HOME Program	1,948,389	1,948,389	256,483	1,269,492	234,729	18.5%
HOME/American Rescue Plan	-	-	630,983	631,705	-	0.0%
Fire/Police Retirement	16,067	16,067	-	-	-	-
Parks/Recreation Grants	48,904	48,904	567,900	619,214	622,194	100.5%
Parks/Recreation Donations	139,084	54,249	87,000	280,912	153,619	54.7%
Parks/Recreation Scholarships	-	-	-	-	260	-
American Rescue Plan	2,789,825	2,319,335	-	636,286	318,053	50.0%
Library Donations and Grants	362,644	332,531	471,831	509,088	285,821	56.1%
Utility Assistance	19,275	19,275	15,500	28,500	35,522	124.6%
Public Art Donations	3,950	3,950	-	7,840	7,840	100.0%
Developer Projects Fund	-	-	-	-	-	-
Economic Development	28,032	28,032	28,032	28,032	28,031	100.0%
Tax Increment Financing	680,000	680,000	882,550	882,550	832,411	94.3%
Total Special Revenue Funds	\$ 31,854,909	\$ 29,671,193	\$ 31,614,728	\$ 48,980,732	\$ 29,415,132	60.1%
Capital Project Funds:						
Special Assessments	\$ 44,928	\$ 38,450	\$ 49,400	\$ 49,400	\$ 42,400	85.8%
Street Construction	3,738,095	2,753,393	3,786,000	11,703,697	3,838,939	32.8%
Park Development	93,884	92,164	-	184,866	144,086	77.9%
Winakor Donation	-	-	139,366	21,595	21,595	100.0%
Indoor Aquatic Center Donations	3,413,086	3,413,085	800,000	800,000	510,217	63.8%
Council Priorities Capital Fund	1,121,803	1,078,581	1,750,000	3,148,028	275,610	8.8%
General Obligation Bonds	18,660,849	15,519,151	18,240,213	33,890,586	15,121,431	44.6%
Total Capital Project Funds	\$ 27,072,645	\$ 22,894,824	\$ 24,764,979	\$ 49,798,172	\$ 19,954,278	40.1%
Permanent Funds:						
Cemetery Perpetual Care	\$ -	\$ -	\$ -	\$ -	\$ -	-
Furman Aquatic Center Trust	16,696	16,696	-	15,685	15,685	100.0%
Total Permanent Funds	\$ 16,696	\$ 16,696	\$ -	\$ 15,685	\$ 15,685	100.0%

Expenditure Summary by Fund, continued

	FY 2024/25		FY 2025/26			
	Actual (full year)	Actual at 6/30/25	Adopted Budget	Final Adjusted Budget	Actual at 6/30/26	% of Actual to Adjusted
Enterprise Funds:						
Airport Operations	\$ 321,546	\$ 230,795	\$ 326,467	\$ 329,630	\$ 272,489	82.7%
Airport Improvements	2,619,376	2,367,486	10,784,250	12,760,754	1,666,174	13.1%
Airport Sigler Reserve	65,956	65,956	67,945	134,645	67,945	50.5%
Water Utility	14,647,028	13,189,412	19,971,633	25,825,239	14,375,734	55.7%
Water Construction	1,099,010	406,737	-	4,718,739	2,200,221	46.6%
Water Sinking	4,421,563	4,421,563	4,641,500	4,641,500	4,554,515	98.1%
Sewer Utility	10,437,871	9,898,109	10,672,882	14,046,187	8,976,604	63.9%
Sewer Improvements	18,632,233	13,873,123	26,240,000	42,233,785	24,510,041	58.0%
Sewer Sinking	1,474,202	1,474,202	1,428,582	2,196,608	2,099,067	95.6%
Electric Utility	70,608,757	64,608,005	80,411,931	96,633,027	84,440,002	87.4%
Electric Sinking	966,213	966,213	966,075	966,075	966,075	100.0%
SunSmart Community Solar	189,638	152,523	185,602	186,862	159,869	85.6%
Electric Sustainability Reserve	-	-	-	150,000	150,000	100.0%
Parking Operations	882,345	848,675	1,031,607	960,714	919,992	95.8%
Parking Capital Reserve	-	-	-	-	-	-
Transit Operations	17,175,531	16,703,699	16,492,130	16,680,270	16,098,707	96.5%
Transit Student Government Trust	-	-	-	-	-	-
Transit Capital Reserve	992,814	887,469	6,510,563	17,741,373	10,431,342	58.8%
Stormwater Utility	1,691,520	1,221,929	3,137,255	8,672,174	2,542,108	29.3%
Stormwater Improvements	40,000	-	400,000	1,260,000	860,000	68.3%
Ames/ISU Ice Arena	602,501	576,372	595,249	644,470	665,886	103.3%
Ice Arena Capital Reserve	137,607	114,311	-	7,266	7,266	100.0%
Homewood Golf Course	361,003	328,621	406,229	495,002	398,703	80.5%
Resource Recovery	4,931,963	4,499,329	5,577,633	4,942,128	4,288,553	86.8%
Res Recovery Improvements	65,587	-	-	6,926,523	2,466,457	35.6%
Recycling Services	-	-	-	150,000	9,384	-
Total Enterprise Funds	\$152,364,264	\$136,834,529	\$189,847,533	\$263,302,971	\$183,127,132	69.5%
Debt Service	\$ 13,421,870	\$ 13,421,870	\$ 14,092,994	\$ 14,093,059	\$ 14,093,058	100.0%
Internal Service Funds:						
Fleet Services	\$ 2,650,183	\$ 2,532,377	\$ 2,840,656	\$ 2,819,675	\$ 2,597,882	92.1%
Fleet Replacement Reserve	2,645,205	1,893,126	2,835,300	5,299,851	1,546,432	29.2%
Fleet Services Reserve	128,339	28,339	100,000	752,000	327,051	43.5%
Information Technology	2,314,038	1,969,732	1,979,252	2,085,863	1,931,264	92.6%
Technology Replacement Reserve	262,814	257,124	250,800	498,707	382,068	76.6%
Shared Communications	367,401	374,977	400,000	418,000	364,306	87.2%
Information Technology Reserve	169,518	59,558	130,000	309,025	144,314	46.7%
Risk Management	3,352,993	3,323,216	3,650,429	3,792,856	3,570,818	94.1%
Health Insurance	13,916,864	12,458,248	12,548,612	14,741,737	14,798,335	100.4%
Total Internal Service Funds	\$ 25,807,355	\$ 22,896,697	\$ 24,735,049	\$ 30,717,714	\$ 25,662,470	83.5%
Totals	\$299,463,492	\$274,260,595	\$332,520,520	\$457,581,178	\$319,317,641	69.8%

ITEM #:	10
DATE:	07-28-26
DEPT:	P&H

COUNCIL ACTION FORM

**SUBJECT: CERTIFICATE OF CONSISTENCY WITH THE 2024-2028 CITY OF AMES
CDBG CONSOLIDATED PLAN ON BEHALF OF YSS FOR RENEWAL
FUNDING UNDER HUD'S RAPID REHOUSING PROGRAM**

BACKGROUND:

Youth and Shelter Services (YSS) receives funding through the Rapid ReHousing program administered by the Department of Housing and Urban Development (HUD). **The City of Ames, as a federal Entitlement Community, must certify annually that the application matches the goals of the City's current 2024-2028 Consolidated Plan.**

For the 2028 program year, YSS is seeking to renew its contract for \$229,449, of which approximately 75% (\$172,087) is anticipated to be utilized in the City of Ames to continue administering its Youth Transitional Housing Services. These grant dollars will continue to help cover rent and utilities for various units in the City of Ames.

Staff has received YSS' s application to renew its funding for this program. **Staff finds that the request for renewal funding is consistent with goals and priorities outlined in the City's Community Development Block Grant (CDBG) 2024-2028 Five-year Consolidated Plan, which includes "Reduce the cost burden for low- and moderate- income (LMI) households to access or maintain rental housing city-wide".**

The Plan also emphasizes the importance of local non-profit organizations seeking additional funding opportunities from state and federal resources to have a greater impact on the needs of homeless, chronically homeless, extremely low-, very low-, and low-to-moderate-income households.

Attached for the City Council's review and approval is the Certificate of Consistency for YSS, which must be submitted to HUD for renewal of program funding, beginning in January 2028.

ALTERNATIVES:

1. Authorize the Mayor to sign the Certificate of Consistency on behalf of YSS to receive HUD renewal funding for its Rapid Rehousing Program, beginning in January 2028.
2. Do not authorize the Mayor to sign the Certificate of Consistency.

CITY MANAGER'S RECOMMENDED ACTION:

It is important for local non-profit organizations to seek additional funding opportunities from state and federal resources in order to have a greater impact on the needs of the homeless, chronically homeless, extremely low, very low, and low and moderate-income households in the community than can be accomplished with only local funding. The proposed programming is also consistent with the City's 2024-2028 Consolidated Plan. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1.

ATTACHMENT(S):

[HUD Certification Form.pdf](#)

Public Reporting Burden Statement: This collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

I/We, the undersigned, also certify under penalty of perjury that the information provided below is true, correct, and accurate. Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

I/We, the undersigned, certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan. (Complete the fields below.)

Applicant Name: Youth & Shelter Services Inc. (YSS)

Project Name: YSS Central Iowa Youth Rapid Rehousing

Location of the Project: 125 S. 3rd St. Ames IA, 50010

Name of the Federal Program to which the applicant is applying:

US Department of Housing and Urban Development (HUD) with the Consolidated Plan for the Continuum of Care (CoC) Program

Name of Certifying Jurisdiction:

Certifying Official of the Jurisdiction

Name: John A. Haila

Title: Mayor

Signature:

Date:

ITEM #:	11
DATE:	07-28-26
DEPT:	ADMIN

COUNCIL ACTION FORM

SUBJECT: REQUESTS FOR ECOFAIR ON SATURDAY, OCTOBER 17, 2026

BACKGROUND:

City staff is planning to host the 2026 EcoFair from 9:00 a.m. to 12:00 p.m. on Saturday, October 17, 2026. This year's event will host vendors focused on educating citizens of all ages about sustainability, water quality, water conservation, energy conversation, environmental, and climate change.

To facilitate this event, City staff has requested the following:

- a. Blanket Temporary Obstruction Permit
- b. Blanket Vending License
- c. Closure of the south half of Lot M including 6 metered spaces, Lot MM, Lot N including 8 metered spaces, 33 metered spaces along 5th Street, and 11 metered spaces along Clark Avenue from 7:00 a.m. - 2:00 p.m. on Saturday, October 17, 2026
- d. Waiver of Vending License fee (\$50 loss to City Clerk's Office)
- e. Waiver of parking meter fees (\$145 loss to Parking Fund)

The waiver of metered parking fees is estimated to result in a loss of \$145 to the Parking Fund. The City Council's policy regarding the waiver of metered parking fees is to consider whether to require reimbursement on a case-by-case basis.

ALTERNATIVES:

1. Approve the requests for EcoFair on Saturday, October 17, 2026 as outlined above.
2. Approve the requests, but require the event budget to be used to reimburse the lost revenues for the Vending License and parking waiver.
3. Do not approve the requests.

CITY MANAGER'S RECOMMENDED ACTION:

EcoFair is a biennial event that connects the Ames Community with City Staff and sustainability experts who provide a range of resources focused on reducing energy consumption and water, land, and resource conservation. **The EcoFair furthers the City Council's Goal to expand Sustainability Efforts.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[EcoFair Special Event Application 2026](#)
[Ecofair Layout Map 2026](#)

Special Event Application



Submitted on	15 May 2026, 12:06PM
Receipt number	31
Related form version	4

Event Organizer Information

Name	City of Ames Stormwater Specialist Rep, Jake Moore
Organization	City of Ames Iowa
Email Address	
Phone Number	
Street Address	515 Clark Ave
City/State/Zip	50010

Additional Responsible Parties

Item 1

Name

Email Address

Phone Number

Event Details

Event Name	Ecofair
Date	10/17/2026
If your event is more than one day, please specify date range.	No
Location/Address	515 Clark Ave

Rain Date (if applicable)	10/17/2026
Rain Location (if applicable)	515 Clark Gym
Upload the event site plan here:	Ecofair Layout Map 2026 Draft.pdf Parking Ecofair 2026.jpg
Is this an annual event?	Yes
How many years?	13
Region	Other
Upload your letter of support from AREA here.	
Upload your letter of support from ISU here.	
Upload your letter of support from Ames Main Street here.	
Please explain:	515 Clark West Parking Lot M, City Hall Community Center
Timeline	10-16-2026 Set parking barricades after 5 p.m. in lot M. 10-17-2026 7:00 A.M. Set up for event 10-17-2026 Event Starts 10-17-2026 Event end at 12:00 P.M. Break down and clean up by 1:0
Description of Event Activities	City of Ames Outreach Event with booths set up in parking lot M. Non-profit and private business who promote sustainability are also invited to have a booth.
Event Category	Other
Is the event open to the public?	Yes
Anticipated Daily Attendance	600
Audience Profile	Ames Residents
Is your event being held in conjunction with another event? (e.g. Farmers' Market, 4th of July etc.)	Yes
Please list.	Oct 17th. Last Farmers market.
Organization Status	Bona Fide Tax Exempt
Are patron admission, entry, or participant fees required?	No



ITEM #:	12
DATE:	07-28-26
DEPT:	PW

COUNCIL ACTION FORM

SUBJECT: REQUEST FROM CITY OF KELLEY 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 Kelley. In 2014, Ames and Kelley 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, Kelley contributes to the cost of the operation of the RRS through a per-capita fee (currently \$10.50 per person, or \$3,192 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 June 21, 2026, the Ames City Clerk received a letter from the City of Kelley (attached) requesting a release from the existing 28E agreement on or before August 31, 2026. Kelley 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. Several other communities in eastern Story County are served by the Marshall County Landfill.

City staff does not believe that the withdrawal of Kelley 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 cancelation of the agreement effective August 31, 2026.

ALTERNATIVES:

1. Approve an amendment to the Resource Recovery System 28E agreement with the City of Kelley to cancel the agreement as of August 31, 2026
2. Do not approve the cancellation of the agreement which will bind the City of Kelley to the existing agreement until June, 2034.
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.

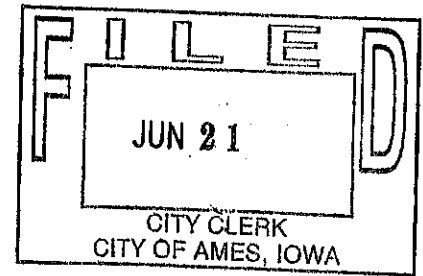
The City of Kelley has identified a new solid waste management planning area (and associated landfill) with which it wishes to partner. City of Ames staff does not believe that releasing Kelley from the Resource Recovery System will present a significant financial burden to the system. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[City of Kelley termination request.pdf](#)

[City of Kelley 2014 28E Agreement.pdf](#)

[Termination of 28E with Kelley.docx](#)



CITY OF KELLEY, IOWA

June 16, 2026,

City Council for Ames, Iowa
515 Clark Ave
Ames, Iowa 50010

RE: Notice of Intent to Terminate Solid Waste Reclamation, Recycling, and Disposal 28E Agreement.

Dear Council Members,

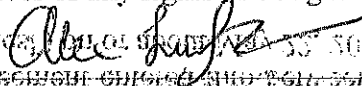
This correspondence is in regard to a 28E Agreement entered into between the City of Kelley, Iowa ("City") and the City of Ames, Iowa ("Ames") on or about May 22, 2014.

Pursuant to the terms of the Agreement, the City hereby provides notice of its intent and desire to terminate the existing arrangement for solid waste reclamation, recycling, and disposal, as contemplated by the 28E Agreement. The City has determined that alternative solid waste disposal arrangements may better suit the City and its citizens.

The City desires to terminate the Agreement on or before August 31st, 2026. The City requests that representatives of Ames coordinate the review and any approval necessary to effectuate the termination of the Agreement and orderly disposition of any matters arising from the Agreement.

At your earliest opportunity, please indicate your consent to the proposed termination, provide notice of when the Ames City Council will pass a resolution approving such termination, and any other action required by Ames.

This Notice is intended solely as a request for mutual termination and shall not be construed as a unilateral termination of the Agreement or a waiver of any rights or obligations of the parties.


Alex Lundgren, Mayor Pro Tem

Attest: 
Jaeda Davies, City Clerk

AB-1
AB-11
D
G
R

Instrument: 2014- 00006351
Date: Jul 28, 2014 01:21:13P
Rec Fee: 40.00 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

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

**CONTRACT AND AGREEMENT FOR USE AND SUPPORT OF A
SOLID WASTE RECLAMATION, RECYCLING AND DISPOSAL SYSTEM**

(AMES - KELLEY)

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 Kelley, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter called "Kelley").

WITNESSETH THAT:

WHEREAS, since 1974 the City of Ames has partnered with communities and entities within Story County (including Kelley) 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, Kelley has considered the system proposed by Ames and finds that the Ames System will afford to the citizens of Kelley 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 Kelley during the period of July 1, 2014, to June 30, 2034.

2. Kelley 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 Kelley 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 Kelley 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 Kelley 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, Kelley agrees to establish recycling programs to meet Kelley'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 15th of each year Ames shall notify Kelley 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 Kelley 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.

Page 2

Revenue Sources

Fuel Revenue
Plant Fees
Sale of Materials
Government Agency Contracts

Planned Expenditures

Operation Costs
Debt Service

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.

Page 4

- 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 Kelley at any time during normal business hours.

4. As a means of enhancing communications with the using and supporting jurisdictions, Kelley 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 15th of each calendar year.

5. Kelley 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. Kelley 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.

pages

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 Kelley shall not, by virtue of this agreement, have or acquire any proprietary right, title or interest therein. Kelley 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 Kelley 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. 94-05846 and 94-05847 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.

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Resolution 14-05

**A RESOLUTION TO APPROVE CONTRACT AND AGREEMENT FOR USE AND SUPPORT
OF A SOLID WASTE RECLAMATION, RECYCLING AND DISPOSAL SYSTEM WITH THE
CITY OF AMES**

Whereas, the current Contract and Agreement with the City of Ames for the support of the Solid Waste Reclamation, Recycling and Disposal System expires on June 30, 2014; and

Whereas, the City of Ames has provided and new Contract and Agreement to continue service from July 1, 2014 and span the next 20 years; and

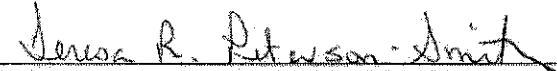
Whereas, the City of Kelley has reviewed the Contract and Agreement.

Now, therefore, be it resolved, that the **City of Kelley, Iowa** approves the Contract and Agreement for Use and Support of a Solid Waste Reclamation, Recycling and Disposal System with the City of Ames.

Passed and approved on May 13, 2014.


Kenneth L. Kling, Mayor

ATTEST:


Teresa R. Peterson-Smith, City Clerk

Motion by Harry Fortney, seconded by Brenda DeTar, to approve Resolution No. 14-05.
Roll Call Vote: Aye: Fortney, DeTar, and Walter. Nay: None. Absent: Netcott and
Walter. The Mayor declared the motion carried.

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 10th 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 10th 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

CITY OF KELLEY, IOWA

By Kenneth L. Kling
Kenneth L. Kling, Mayor

Attest Teresa L. Peterson-Smith
Teresa L. Peterson-Smith, City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

On this 22nd day of May, 2014, before me, a Notary Public in and for the State of Iowa, personally appeared Kenneth Kling and Teresa Peterson-Smith 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 Kelley, 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 _____, 2014, and that Kenneth Kling and Teresa Peterson-Smith 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.



Henry Hill
Notary Public in and for the State of Iowa

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

**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 KELLEY, IOWA.**

(AMES - KELLEY)

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 Kelley, 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 Kelley entered into an agreement for the use and support of a solid waste reclamation, recycling, and disposal system on July 28, 2014, recorded as Instrument Number 2014-00006351 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 Kelley has indicated its desire to terminate said agreement on August 31, 2026; and,

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

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 Kelley, executed on June 10, 2014, and recorded as Instrument Number 2014-00006351 in the records of the Story County Recorder, is hereby terminated effective August 31, 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 KELLEY, IOWA

By _____
Alex Lundgren, Mayor Pro Tem

Attest _____
Jaeda Davies, 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 Alex Lundgren and Jaeda Davies, to me personally known and who, by me duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of Kelley, 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 Alex Lundgren and Jaeda Davies 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

ITEM #:	13
DATE:	07-28-26
DEPT:	PW

COUNCIL ACTION FORM

SUBJECT: REQUEST FROM CITY OF SLATER 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 Slater. In 2014, Ames and Slater 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, Slater contributes to the cost of the operation of the RRS through a per-capita fee (currently \$10.50 per person, or \$16,202 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 June 15, 2026, the Ames City Clerk received a letter from the City of Slater (attached) requesting a release from the existing 28E agreement on or before August 31, 2026. Slater 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. Several other communities in eastern Story County are served by the Marshall County Landfill.

City staff does not believe that the withdrawal of Slater 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 cancelation of the agreement effective July 1, 2026.

ALTERNATIVES:

1. Approve an amendment to the Resource Recovery System 28E agreement with the City of Slater to cancel the agreement as of July 1, 2026
2. Do not approve the cancellation of the agreement which will bind the City of Slater to the existing agreement until June, 2034.
3. Refer this item to staff for further information.

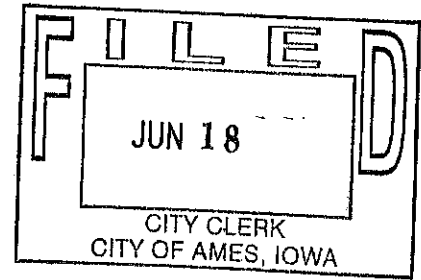
CITY MANAGER'S RECOMMENDED ACTION:

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 Slater 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 Slater from the Resource Recovery System will present a significant financial burden to the system. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[City of Slater Request to Release from 28E Agmt.pdf](#)
[A050 - Contract with Slater dated June 10, 2014.pdf](#)
[Termination of 28E with Slater.docx](#)



June 15, 2026

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

Re: Request Release from 28E Agreement for Solid waste, Recycling, and Disposal Services

Mayor and City Council Members:

On behalf of the City of Slater, I am writing to formally request release from our 28E agreement for solid waste, recycling, and disposal services, effective July 1, 2014, through June 30, 2034.

It is understood that the City of Ames had sole discretion under the terms of the agreement to administer various rules regarding operations of the reclamation facility, disposal, financial records and incurring debt and that the City prepared a new agreement as a result of the City's plan to construct a new RC3 reclamation center.

After evaluating the planned increase in tipping fees at the Carrol County Landfill to \$95.11 per ton from the current \$75 per ton, it prompted City leadership to request staff to look for other lower cost options. There is a concern that the solid waste haulers in the City may pass the cost increase onto the City's residents.

As you are aware, Article IV 9. of the current 28E agreement indicates the provisions of the agreement may not be terminated prior to June 30, 2024, except by the mutual consent of the parties.

The City of Slater greatly appreciates the relationship with the City of Ames and the role taken with the solid waste, recycling, and disposal operation; however, we respectfully request to be released from our current 28E agreement. The City of Slater intends to enter into a new agreement with the Marshall County Landfill for solid waste services effective July 1, 2026.

The City of Slater continues to evaluate recycling programs and we will keep you informed as to our decision.

Thank you again for your valued service and commitment to the City of Slater with regard to our current 28E agreement. We wish to remain in good standing with the City of Ames and we will coordinate with City's staff on the transition of our new agreement.

Sincerely,

Taylor Christensen
Mayor

~~INDGR~~

CONTRACT AND AGREEMENT FOR USE AND SUPPORT OF A SOLID WASTE RECLAMATION, RECYCLING AND DISPOSAL SYSTEM

(AMES - SLATER)

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 Slater, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter called “Slater”).

WITNESSETH THAT:

WHEREAS, since 1974 the City of Ames has partnered with communities and entities within Story County (including Slater) 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, Slater has considered the system proposed by Ames and finds that the Ames System will afford to the citizens of Slater 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 Slater during the period of July 1, 2014, to June 30, 2034.

2. Slater 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 Slater 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 Slater 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 Slater 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, Slater agrees to establish recycling programs to meet Slater'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 15th of each year Ames shall notify Slater 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 Slater 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 Slater at any time during normal business hours.

4. As a means of enhancing communications with the using and supporting jurisdictions, Slater 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 15th of each calendar year.

5. Slater 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. Slater 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 Slater shall not, by virtue of this agreement, have or acquire any proprietary right, title or interest therein. Slater 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 Slater 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 No. 94-12669 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 10th 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 10th 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

CITY OF SLATER, IOWA

By Gary Halverson
Gary Halverson, Mayor

Attest Mary E. Sprouse
Mary E. Sprouse, City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

On this 22nd day of April, 2014, before me, a Notary Public in and for the State of Iowa, personally appeared Gary Halverson and Mary Sprouse, 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 Slater, 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. 17 adopted by the City Council on the 12th day of May, 2014, and that Gary Halverson and Mary E. Sprouse 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.

Jennifer L. Davies
Notary Public in and for the State of Iowa



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

**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 SLATER, IOWA.**

(AMES - SLATER)

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 Slater, 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 Slater entered into an agreement for the use and support of a solid waste reclamation, recycling, and disposal system on July 28, 2014, recorded as Instrument Number 2014-00006356 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 Slater 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 Slater;

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 Slater, executed on June 10, 2014, and recorded as Instrument Number 2014-00006356 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 SLATER, IOWA

By _____
Taylor Chistensen, Mayor

Attest _____
Lindsey Siegle, 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 Taylor Chistensen and Lindsey Siegle, 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 Slater, 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 Taylor Chistensen and Lindsey Siegle 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

ITEM #:	14
DATE:	07-28-26
DEPT:	PW

COUNCIL ACTION FORM

SUBJECT: REQUEST FROM CITY OF ZEARING 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 Zearing. In 2014, Ames and Zearing 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, Zearing contributes to the cost of the operation of the RRS through a per-capita fee (currently \$10.50 per person, or \$5,544 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 July 15, 2026, the Ames City Clerk received a letter from the City of Zearing (attached) requesting a release from the existing 28E agreement on or before August 31, 2026. Zearing intends to join the solid waste planning area that contains the Hardin 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.

City staff does not believe that the withdrawal of Zearing 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 cancelation of the agreement effective August 31, 2026.

ALTERNATIVES:

1. Approve an amendment to the Resource Recovery System 28E agreement with the City of Zearing to cancel the agreement as of August 31, 2026
2. Do not approve the cancellation of the agreement which will bind the City of Zearing to the existing agreement until June, 2034.
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 Zearing 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 Zearing from the Resource Recovery System will present a significant financial burden to the system. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[City of Ames 28E letter.pdf](#)

[City of Zearing 2014 28E Agreement.pdf](#)

[Termination of 28E with Zearing.docx](#)

CITY OF ZEARING
P.O. BOX 235 / 105 W. MAIN STREET
ZEARING, IOWA 50278
641-487-7477/FAX 641-487-7427
zearing@netins.net

7/15/2026

Mayor John Haila
515 Clark Avenue
Ames, IA 50010

Dear Mayor Haila and member of the Ames City Council,

On behalf of the City of Zearing, I am writing to formally request to be released 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.

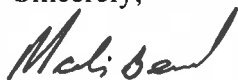
We understand the need for the City of Ames to revise the agreement as you transition to the new Resource Recovery and Recycling Campus. While we highly regard our long-term partnership, Zearing has determined pursuing alternative waste management options is necessary to better serve our operational and fiscal responsibilities.

The projected increase in tipping fees, which will ultimately end in increased solid waste contract pricing, as well as anticipating adding recycling fees, are costs Zearing and our residents are unable to carry.

Zearing contracts with Jerry's Sanitation, which recently sold to Knight Sanitation out of Eldora. The new owners will be able to add recycling service and have agreed to start taking our solid waste to Hardin County. We anticipate being able to start doing this at the start of September, if we can be released from our agreement with the City of Ames at the end of August. Otherwise, we could push it out another month.

We highly value our ongoing partnership with the City of Ames and remain committed to upholding responsible waste management standards. To ensure a seamless transition, we would like to propose an amicable early termination of our contract and are ready to discuss a mutually agreeable timeline. Please let us know if we may be formally released.

Sincerely,



Marlin Beard
Mayor of Zearing
105 W Main St
Zearing, IA 50278
zearing@netins.net

Instrument: 2014- 00006358
Date: Jul 28, 2014 01:29:43P
Rec Fee: 45.00 E-Com Fee: 1.00
Aud Fee: .00 Trans Tax: .00
Rec Management Fee: 1.00
Non-Standard Page Fee: 10.00
Filed for record in Story County, Iowa
Susan L. Vande Kamp, County Recorder

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

**CONTRACT AND AGREEMENT FOR USE AND SUPPORT OF A
SOLID WASTE RECLAMATION, RECYCLING AND DISPOSAL SYSTEM**

(AMES - ZEARING)

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 Zearing, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter called "Zearing").

WITNESSETH THAT:

WHEREAS, since 1974 the City of Ames has partnered with communities and entities within Story County (including Zearing) 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, Zearing has considered the system proposed by Ames and finds that the Ames System will afford to the citizens of Zearing 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 Zearing during the period of July 1, 2014, to June 30, 2034.

2. Zearing 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 Zearing 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 Zearing 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 Zearing 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, Zearing agrees to establish recycling programs to meet Zearing'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 15th of each year Ames shall notify Zearing 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 Zearing 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.

Page 2

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.

Page 3

- 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 Zearing at any time during normal business hours.

4. As a means of enhancing communications with the using and supporting jurisdictions, Zearing 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 15th of each calendar year.

5. Zearing 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. Zearing 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.

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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 Zearing shall not, by virtue of this agreement, have or acquire any proprietary right, title or interest therein. Zearing 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 Zearing 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. 94-05850 and 94-05851 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.

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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

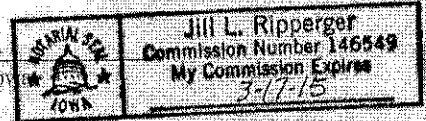
By Ann H. Campbell
Ann H. Campbell, Mayor

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

STATE OF IOWA, COUNTY OF STORY, ss:

On this 10th 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. 4-334 adopted by the City Council on the 10th 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



CITY OF ZEARING, IOWA

By Jim Chance, Jr.
Jim Chance, Jr., Mayor

Attest Marchele C. Soe
Marchele C. Soe, City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

On this 20th day of May, 2014, before me, a Notary Public in and for the State of Iowa, personally appeared Jim Chance, Jr. and Marchele C. Soe, 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 Zearing, 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. 51214 adopted by the City Council on the 12 day of MAY, 2014, and that Jim Chance, Jr. and Marchele Soe 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.

Elaine M. Gray
Notary Public in and for the State of Iowa



Page 7

City of Zearing, Iowa
Resolution No. 51214

Approving CONTRACT AND AGREEMENT FOR USE AND SUPPORT OF A
SOLID WASTE RECLAMATION, RECYCLING AND DISPOSAL SYSTEM BE IT
RESOLVED by the City Council of Zearing, Iowa:

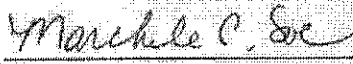
The City Council of Zearing, Iowa has read and approve the contract and agreement for use
and support of a solid waste reclamation, recycling and disposal system between the City of
Ames and the Arnold O. Chantland Resource Recovery System

APPROVAL: the undersigned approves the forgoing as enacted on the 12th day of May, 2014,
by the City Council of the City of Zearing, Iowa.

IN WITNESS WHEREOF,
I affix my signature on this
the 12 day of May, 2013:

ATTESTED AND SEALED
with the seal of the City of Zearing, Iowa
on the date aforesaid by:


Jim Chance, Jr., Mayor of Zearing


Marche C. Soe, City Clerk of Zearing



Pages

RECORD OF COUNCIL PROCEEDINGS FOR RESOLUTION NO. 51214

The City Council of Zearing, Iowa met in session in the council chambers, City Hall, Zearing, Iowa, at 7:00 P.M., on May 12, 2014 with Mayor Chance presiding and the following Council Members present and absent:

Present: Good, Tisdale, Stansbery, Herr, Neuendorf

Absent: None

Council Member Stansbery introduced the resolution 51214 for adoption. Council member Good seconded the motion. The Mayor called for a vote upon the question of the approval of the motion. The Council Members voted as follows:

Yes: Good, Tisdale, Stansbery, Herr, Neuendorf

No: None

Not voting: None

Mayor Chance declared the Resolution 51214 adopted on 12th day of May, 2014.

CLERK'S CERTIFICATE

I, the undersigned, the duly appointed, qualified, and acting City Clerk of the City of Zearing, Iowa, do hereby certify: that I have custody of the records of the City of Zearing; that the foregoing Resolution No. 51214 is a true and exact copy of said resolution as filed and recorded in my office; that said resolution was duly passed by the City Council, and approved as shown by the attached Record of Action.

In Witness Whereof, I have affixed my signature and the seal of the City of Zearing, Iowa on this 22 day of May, 2014.

[SEAL]


Marche C. Soc, Clerk



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

**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 ZEARING, IOWA.**

(AMES - ZEARING)

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 Zearing, 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 Zearing entered into an agreement for the use and support of a solid waste reclamation, recycling, and disposal system on July 28, 2014, recorded as Instrument Number 2014-00006358 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 Zearing has indicated its desire to terminate said agreement on August 31, 2026; and,

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

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 Zearing, executed on June 10, 2014, and recorded as Instrument Number 2014-00006358 in the records of the Story County Recorder, is hereby terminated effective August 31, 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 ZEARING, IOWA

By _____
Marlin Beard, Mayor Pro Tem

Attest _____
Amy Wolmeldorff, 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 Marlin Beard and Amy Wolmeldorff, to me personally known and who, by me duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of Zearing, 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 Marlin Beard and Amy Wolmeldorff 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



MEMO

To: Mayor and City Council

From: Casandra Eames, Engagement Coordinator

Date: 7/28/26

Subject: 2026 City Boards and Commission Survey Results

In October 2024, the first boards and commissions survey was sent to all current board/commission members to learn more about:

1. What their volunteer experience has been like
2. Who the volunteers are
3. How the City might improve volunteer experience
4. How the City might make serving on a board/commission more attractive for Ames residents.

The annual survey was not administered in 2025 to allow for a review of term schedules. Moving forward, the survey will be conducted in March once new members have completed a full term of service.

The survey summary results are attached (Attachment A). **It is important to note that participation in the survey was voluntary and, therefore, the survey results are not representative of all board members. Forty-one volunteers responded (32% response rate).**

New questions were introduced this year:

1. Please rate from strongly agree to strongly disagree - My board or commission has clear goals and objectives.
2. Please rate from strongly agree to strongly disagree. - My board or commission is effective at accomplishing its objectives.
3. The Engagement Coordinator would love to meet with you to learn more about your experience serving on a board or commission. Would you be interested in meeting with her?

The survey results contain the following notable themes:

- **27 respondents (66%) reported largely positive experiences serving on boards and commissions.** Volunteers specifically mentioned feeling pride in giving back to their community, enjoying learning about government operations, connecting with people, and making an impact through decision-making.
- **37 respondents (90%) expressed that their board or commission has members with multiple perspectives.**
- **38 respondents (92%) stated their board or commission has clear goals and objectives.**
- **37 respondents (90%) stated their board or commission is effective at accomplishing its objectives.**
- **The City of Ames values members who reflect the diversity of the community.** Volunteers shared that many of them have lived in Ames for more than 20 years. There is a mix of diverse backgrounds, including ethnicity, veterans, the disabled, LGBTQ+, and first-generation immigrants. There are individuals with strong ISU professional ties, families with young children, active retirees, and grandparents. Volunteers are engaged in their community in a variety of ways.
- **33 respondents answered "yes" when asked if they would like to meet with the Engagement Coordinator to share more about their experience as a board or commission member.**
 - The Engagement Coordinator held a focus group with interested volunteers and spent time discussing the plus/delta. Here are the key takeaways from the discussion:
 - Boards and commissions frequently reference their strategic plan to remain aligned with their goals.
 - Some feel there is inadequate historical context for volunteers from previous volunteer terms.
 - There is still a lack of public education on processes and regulations.
 - Some feel their meetings could be more efficient.
 - The majority agreed there should be a "cheat sheet" guiding volunteers with any acronyms related to their board or commission's industry terms.
 - Volunteers would like opportunities to meet City staff and learn about their roles.
 - Volunteers would like staff liaisons to have a "touch base" with new members before they begin their term.

Staff will be working to address these suggestions in the upcoming cycle to improve the volunteer experience.

This annual survey continues to provide staff with indispensable feedback that only board and commission volunteers can share. It helps hold staff accountable by highlighting opportunities for continuous improvement, while validating the overall experience is positive for volunteers. The survey also further allows the City to live by its [City Council Goals](#), valuing communication and engagement with the public by continuing to create an opportunity for volunteers to share their insights.

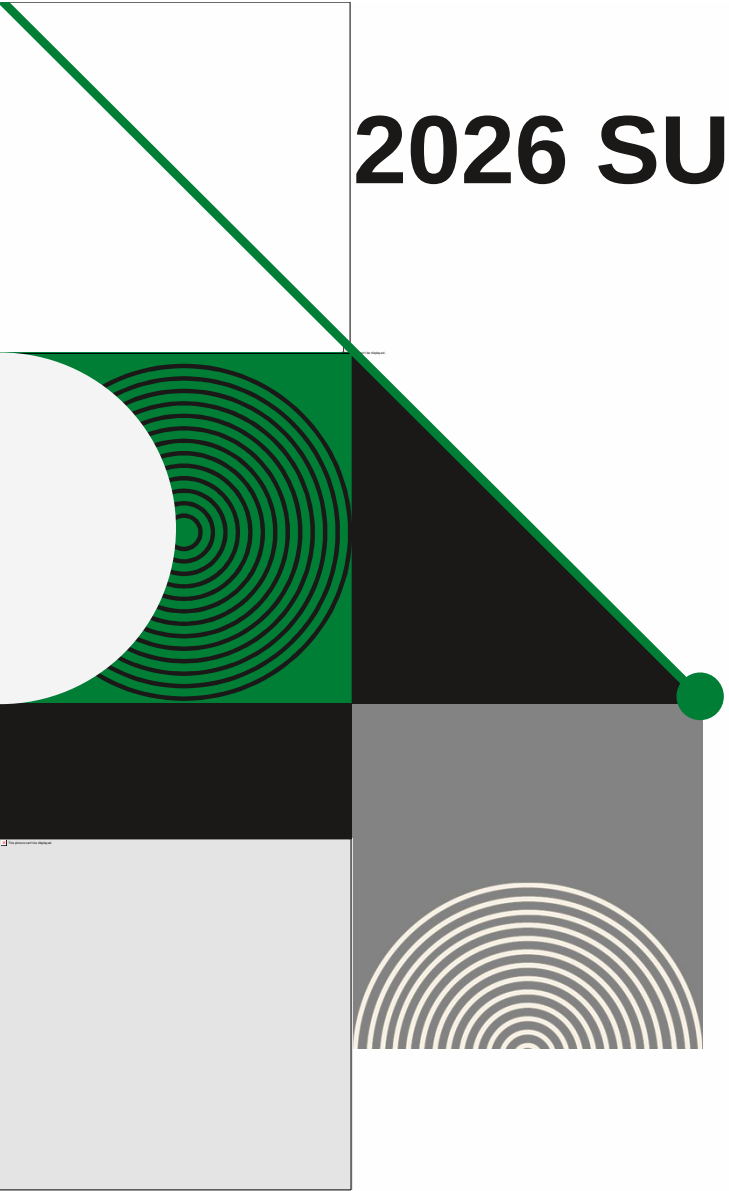
Survey results have been shared with staff liaisons. This survey will be conducted annually in March.

ATTACHMENT(S):

[2026 Boards and Commission Survey Presentation \(Attachment A\).pptx](#)

2026 BOARDS AND COMMISSION SURVEY RESULTS

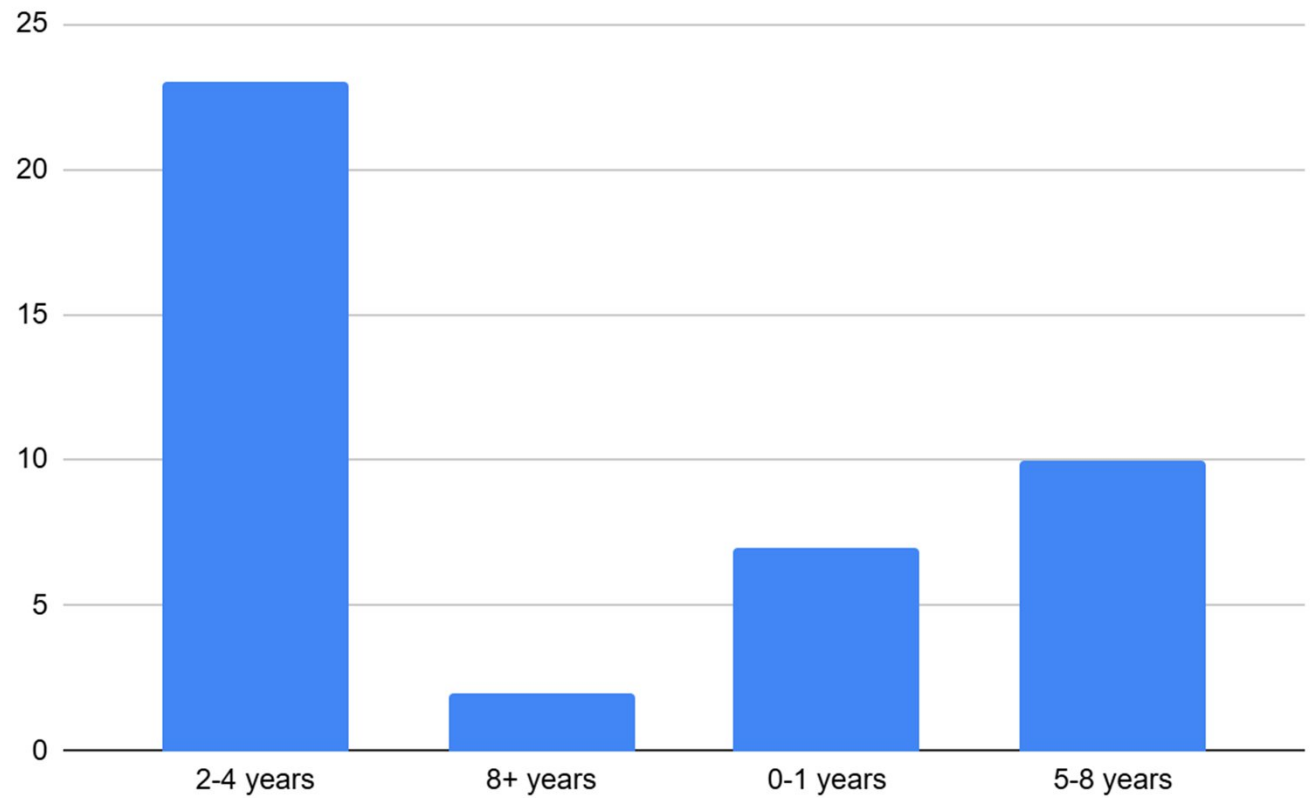


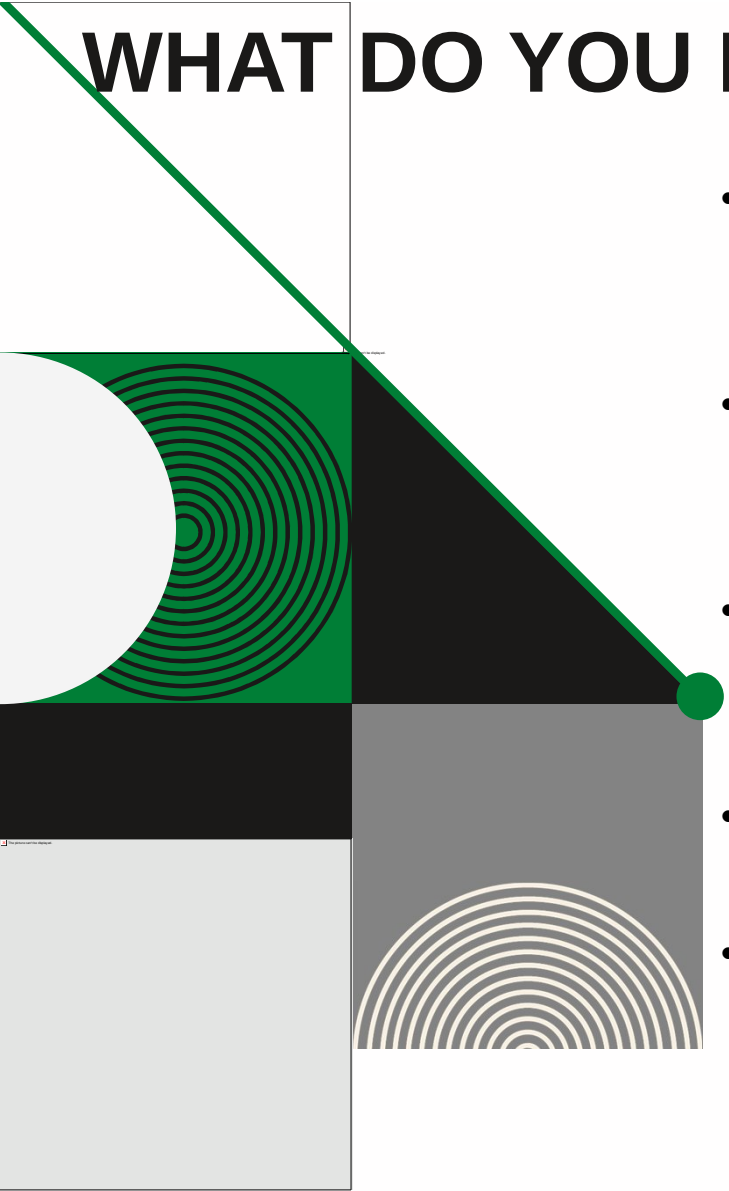


2026 SURVEY

- The survey was delayed a year to give volunteers a full-term before providing feedback
- 41 volunteers responded to the survey
- Questions regarding the clarity of goals and objectives were added this year
- Demographic questions were taken out

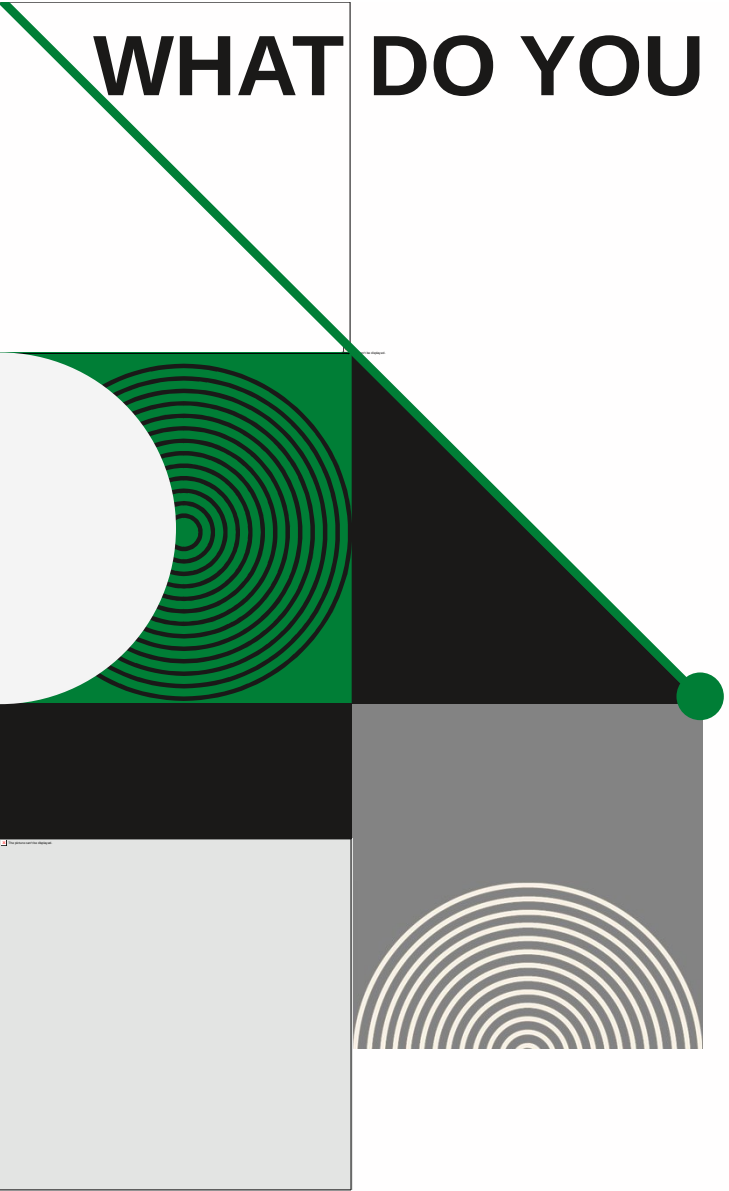
HOW MANY YEARS HAVE YOU SERVED?





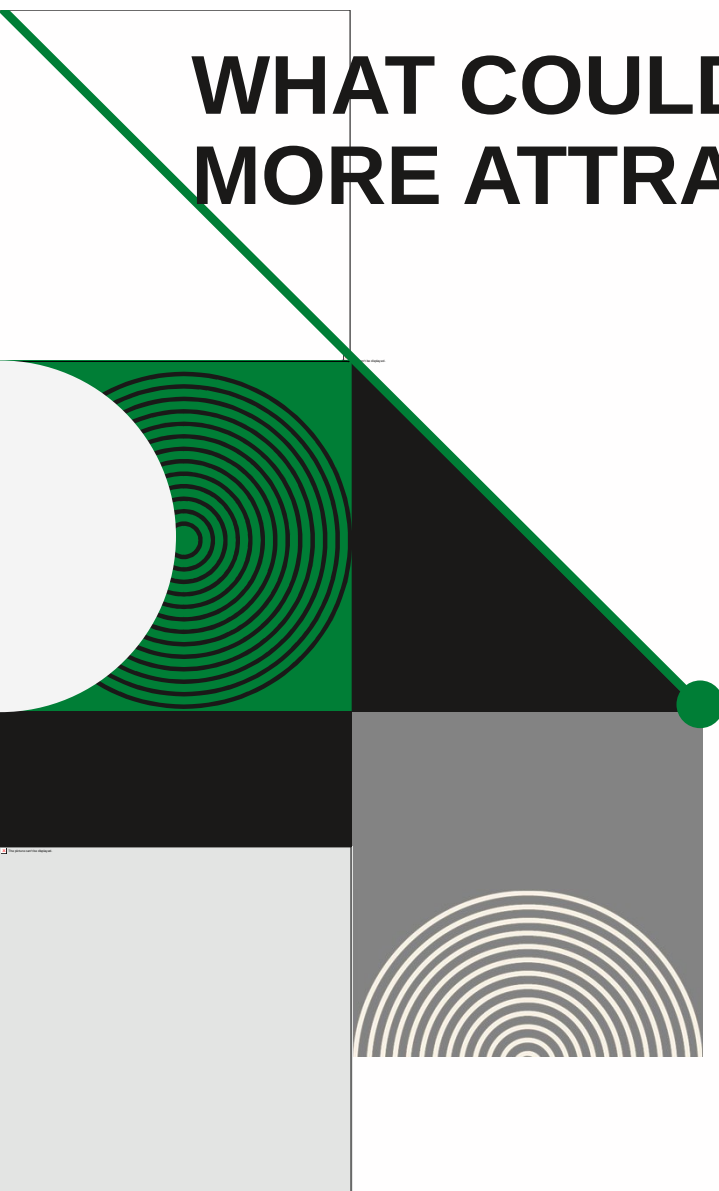
WHAT DO YOU ENJOY MOST ABOUT SERVING?

- **Giving Back:** The most common theme is pride in serving the community and helping Ames become a better, more inclusive place to live.
- **Learning and Growing:** Members enjoy staying up to date on city issues and learning about specialized topics like the arts, energy, and government operations.
- **Connecting with People:** Volunteers value meeting dedicated residents and hard-working city staff they might not interact with otherwise.
- **Making an Impact:** Commissioners appreciate having a voice in decision-making and helping set the future path for the city.
- **Lack of Activity:** A few members mentioned their specific boards rarely meet or lack clear direction, suggesting those groups need evaluation (Public Nuisance Appeals Board).



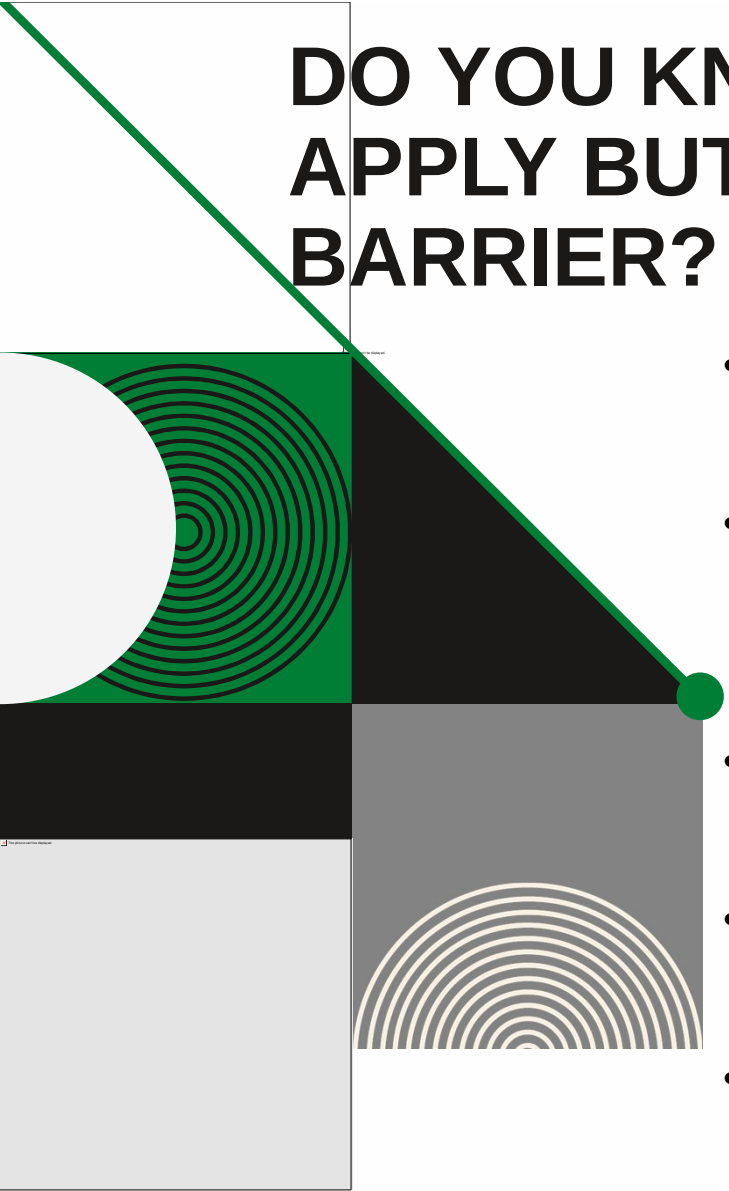
WHAT DO YOU ENJOY LEAST ABOUT SERVING?

- **Meeting Issues:** Meetings are too long, frequently canceled, or held in rooms with poor acoustics.
- **Lack of Impact:** City Councils sometimes overrule unanimous board decisions, and some boards resist progress.
- **Workload & Tech:** The pre-meeting reading can be heavy, and rapid city software updates are hard to follow.
- **Flawed Rules:** Outdated city codes can accidentally discourage residents from maintaining historic properties.



WHAT COULD THE CITY DO TO MAKE SERVING MORE ATTRACTIVE TO RESIDENTS?

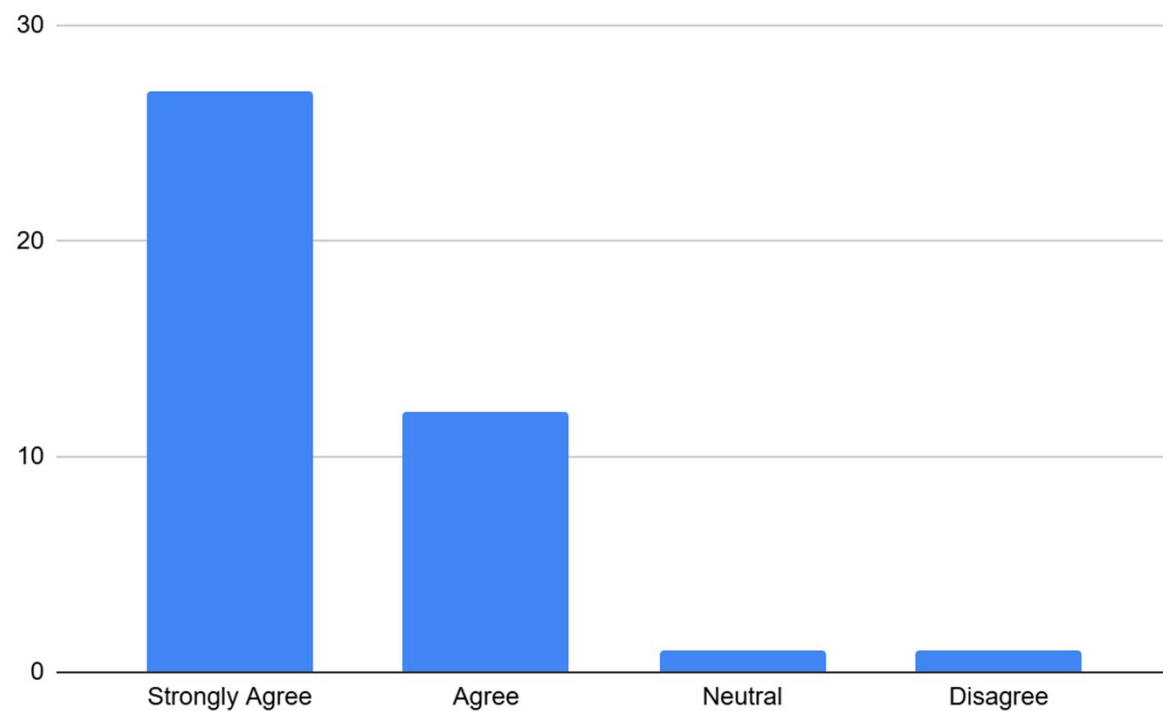
- **Targeted Outreach:** Partner with workplaces, Iowa State, and diverse community groups.
- **Direct Channels:** Use utility bills, direct mail, and Council event announcements.
- **Flexible Schedules:** Host meetings later in the evening to accommodate workers.
- **Showcase Impact:** Highlight positive changes achieved by engaged board members.
- **Pre-Assessment:** Evaluate the real need for a board before recruiting.



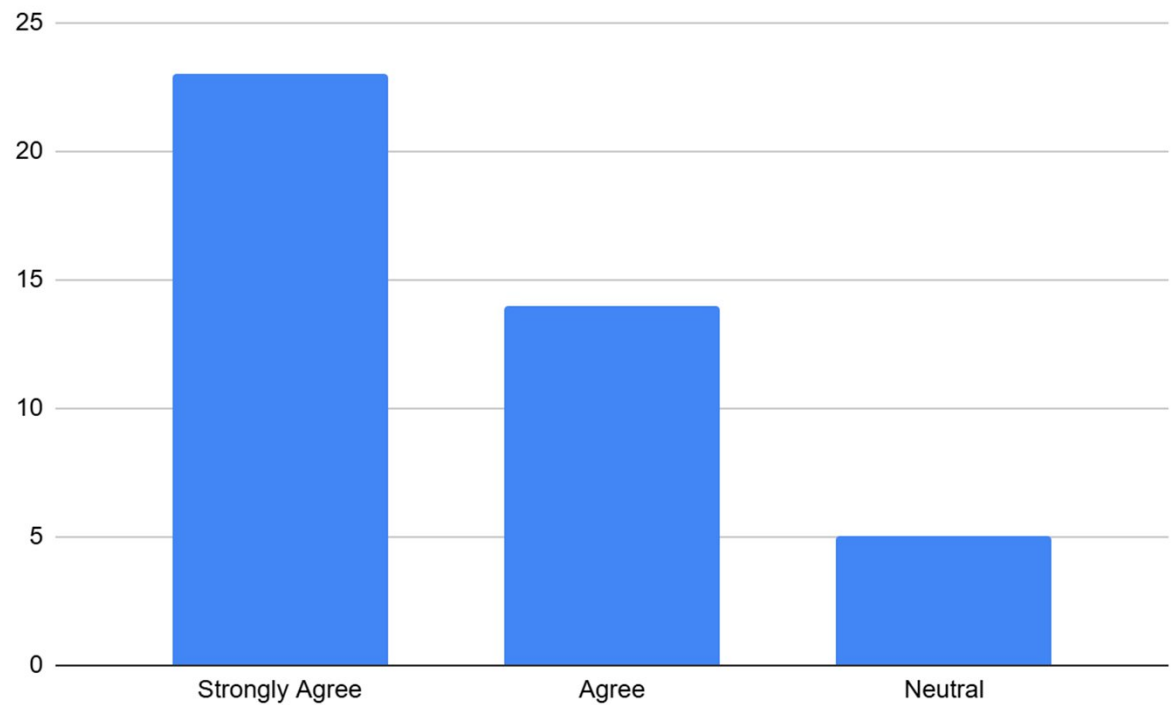
DO YOU KNOW ANYONE WHO WANTED TO APPLY BUT DID NOT BECAUSE OF A BARRIER?

- **Meeting Times:** Daytime meetings conflict with full-time jobs, requiring residents to use paid vacation time
- **Time Commitment:** The process is viewed as a significant amount of work. The Board of Review, for example, demands intensive, flexible hours in May.
- **Perceived Difficulty:** Some residents feel the process is too professional or lack confidence in their qualifications
- **Communication:** Others noted a lack of awareness about the opportunities.
- **Thirteen volunteers responded no to this question.**

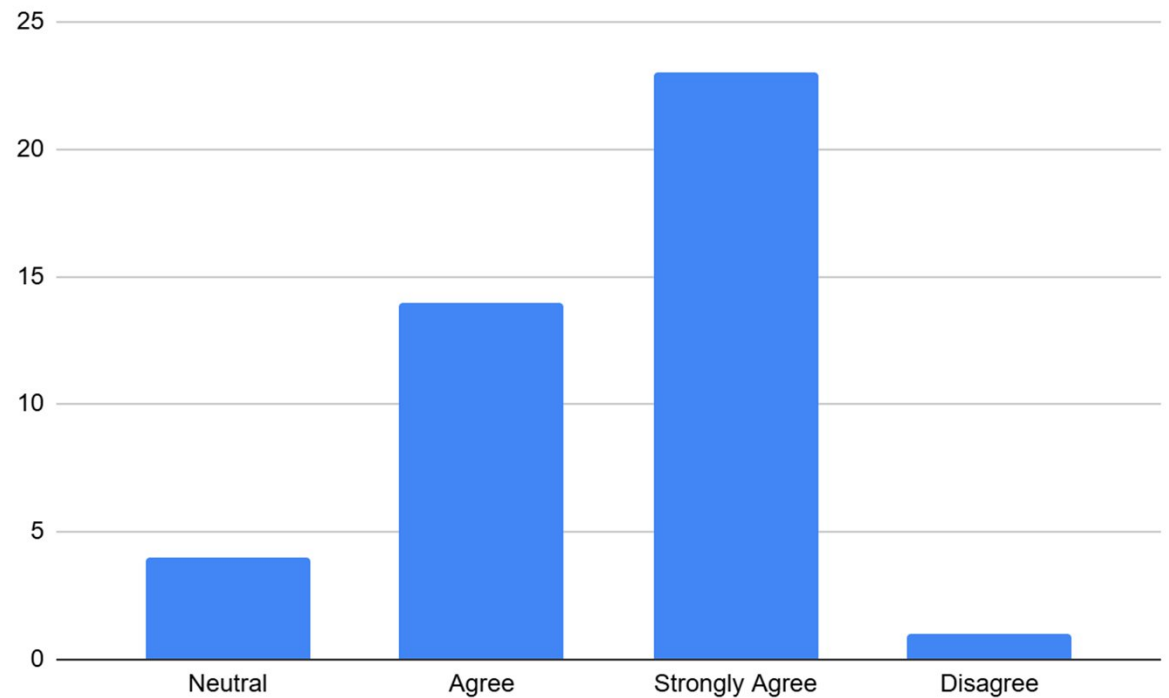
I ENJOY SERVING ON A BOARD OR COMMISSION



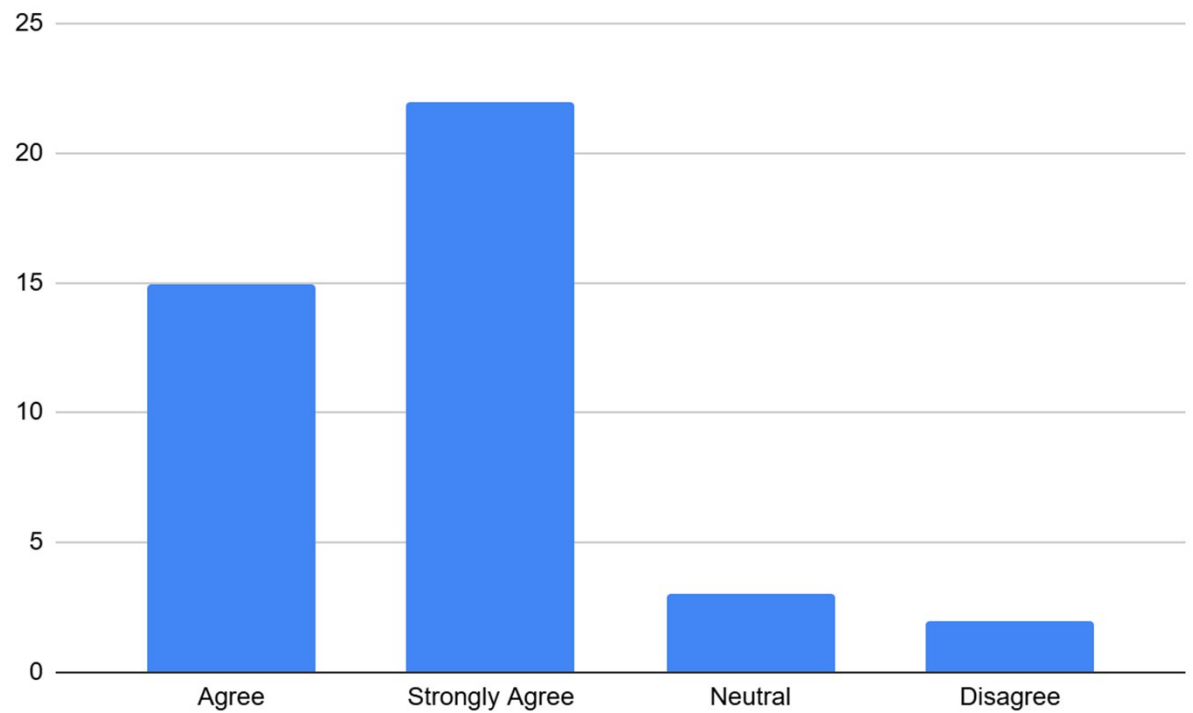
I FEEL COMFORTABLE CONTRIBUTING MY IDEAS TO THE DISCUSSION



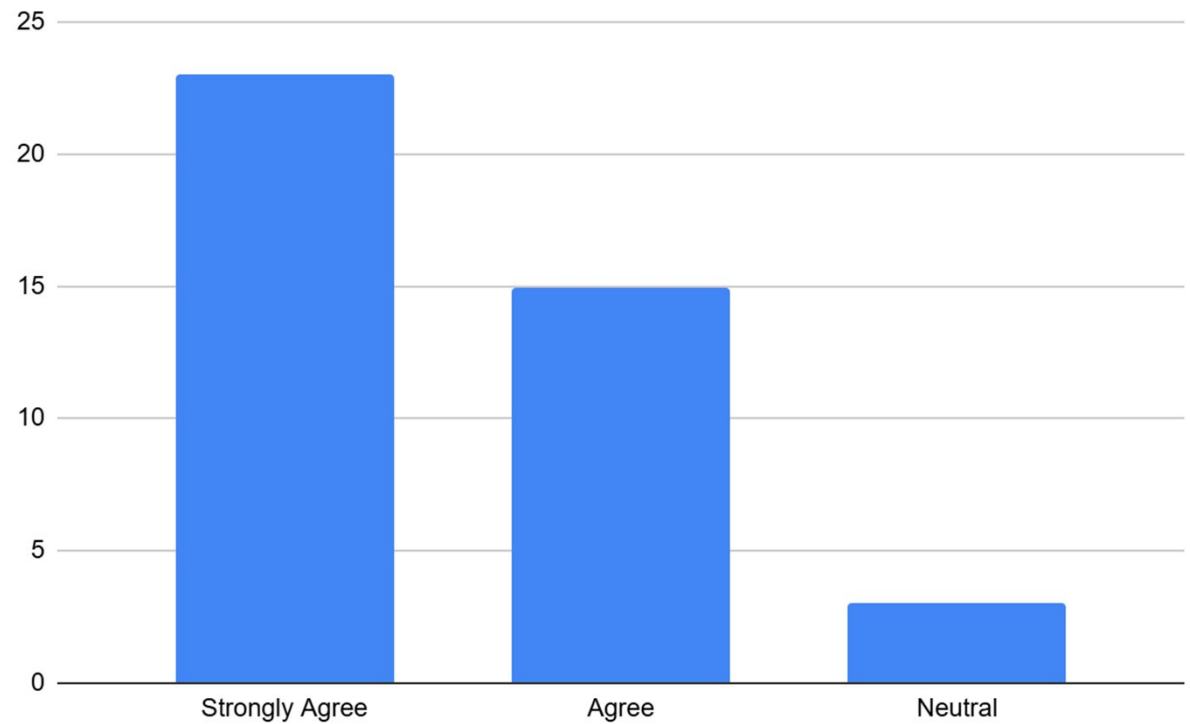
THE BOARD OR COMMISSION HAS MEMBERS WITH MULTIPLE PERSPECTIVES



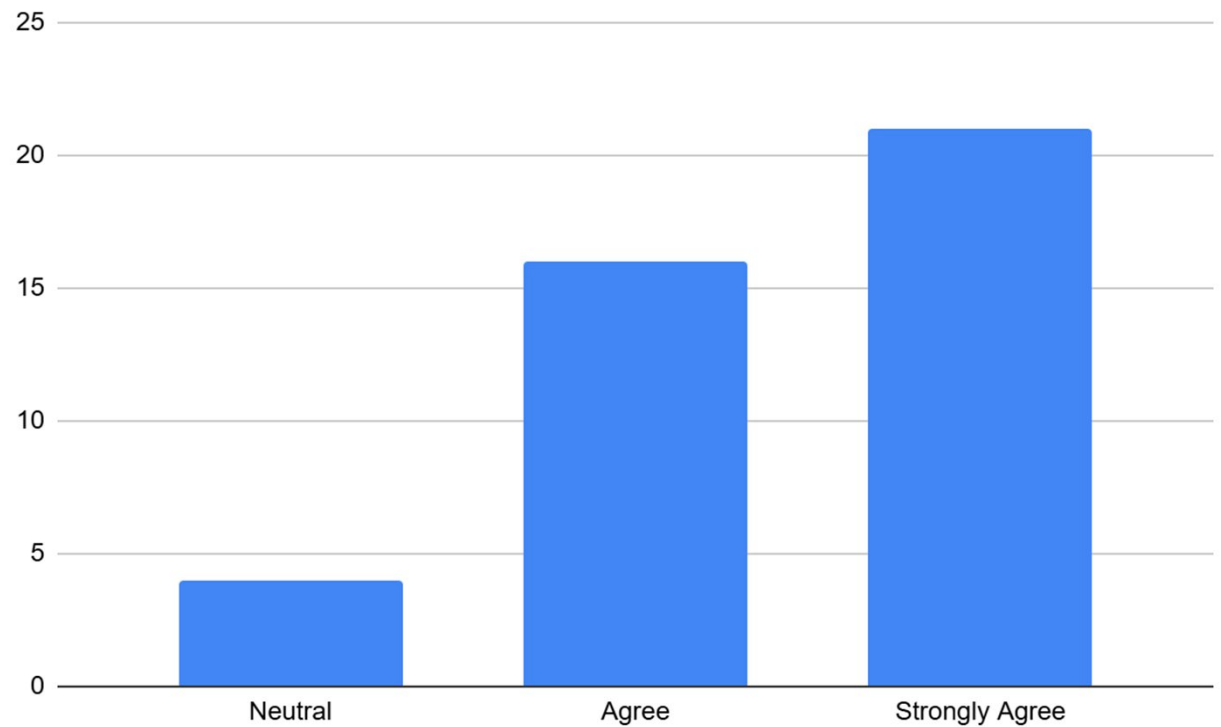
THE MEETINGS ARE ORGANIZED AND WELL-RUN



MY BOARD OR COMMISSION HAS CLEAR GOALS AND OBJECTIVES



MY BOARD OR COMMISSION IS EFFECTIVE AT ACCOMPLISHING ITS OBJECTIVES





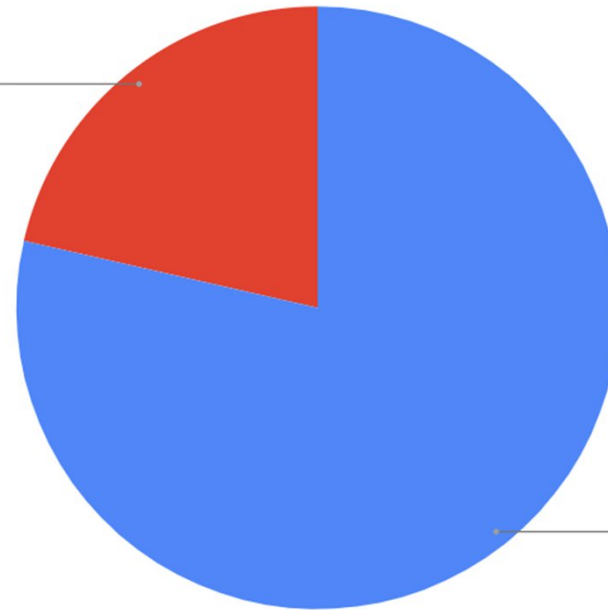
THE CITY OF AMES VALUES MEMBERS WHO REFLECT THE DIVERSITY OF THE COMMUNITY. DESCRIBE WHO YOU ARE:

- **Deep Local Roots:** Mix of 20+ year lifelong residents and newer community members invested in city growth.
- **Diverse Backgrounds:** Includes White, African American, Asian American, and Hispanic/Latina members; includes veterans, disabled, LGBTQ+, and first-generation immigrants.
- **Strong ISU & Professional Ties:** High representation of Iowa State University faculty/staff alongside specialized experts (engineers, scientists, planners, and business owners).
- **Family & Life Stages:** Spans young families with kids in local schools to active retirees, empty nesters, and grandparents.
- **Engaged Community Volunteers:** Active users of Ames parks and trails who volunteer locally in healthcare, non-profits, and civic clubs.

WOULD YOU LIKE TO MEET WITH OUR ENGAGEMENT COORDINATOR TO SHARE YOUR EXPERIENCE?

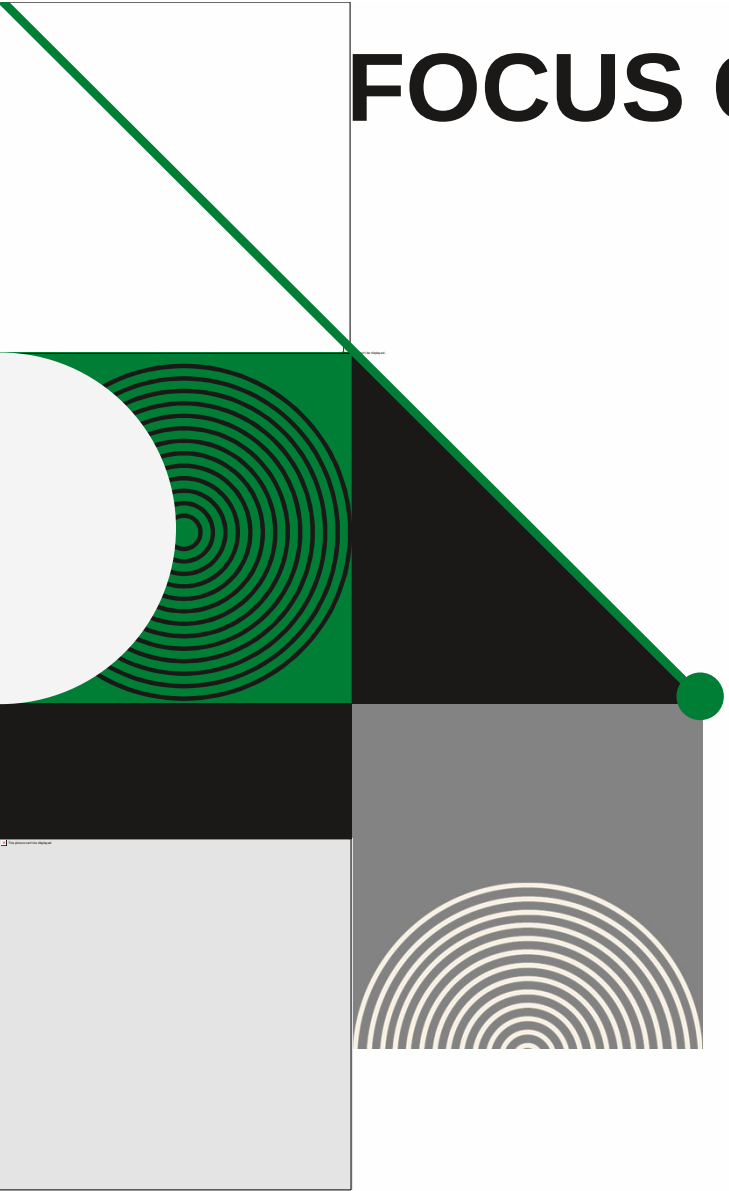
No

21.4%



Yes

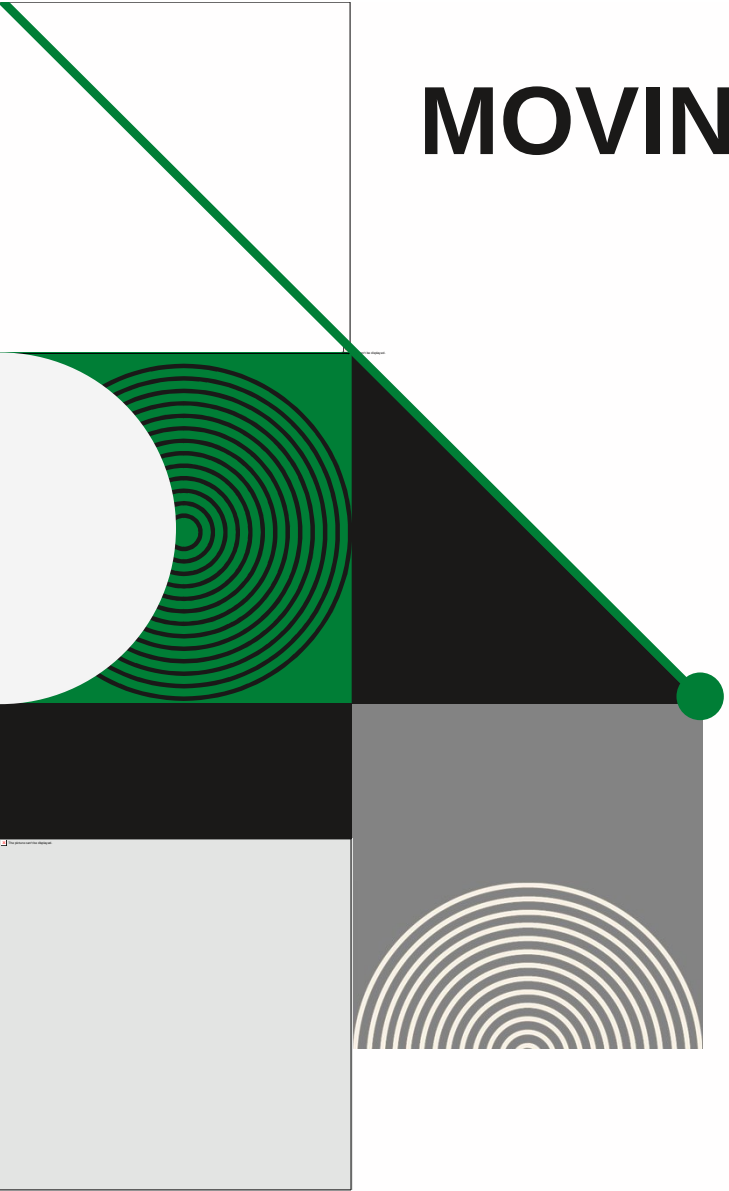
78.6%



FOCUS GROUP

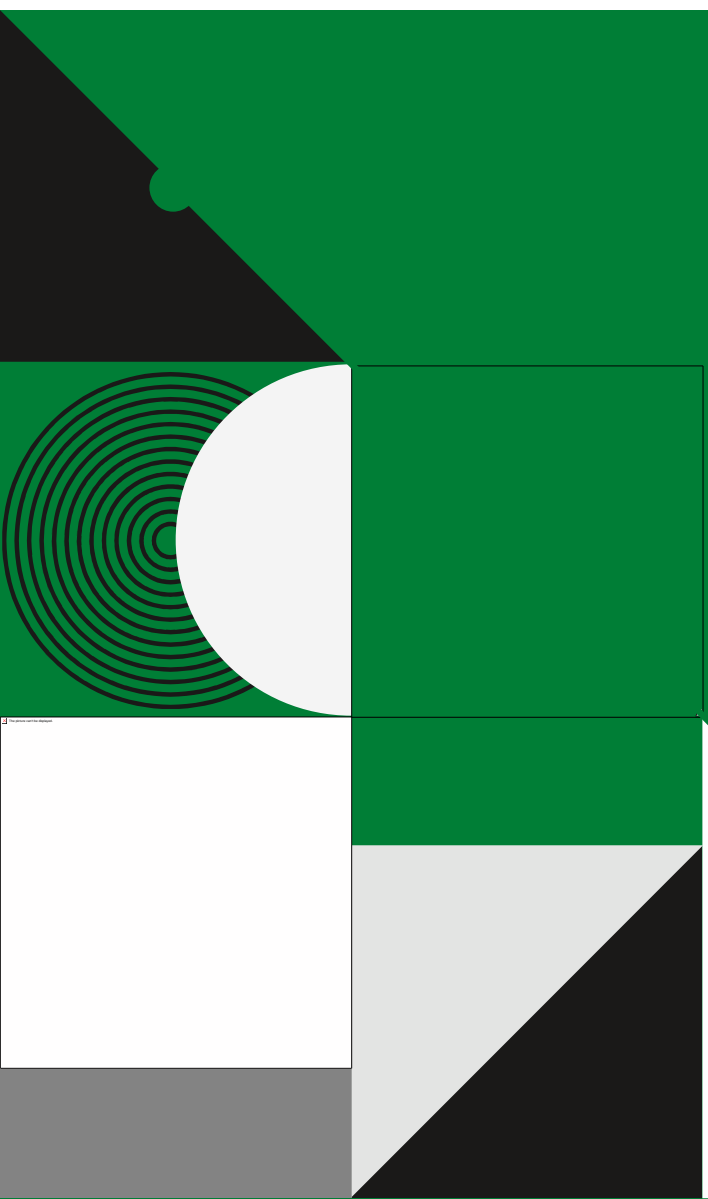
Main topics discussed:

- Lack of public education on processes and regulations
- Members would like to see opportunities to meet City staff
- Onboarding should include any industry terms and a touch base with new volunteers
- Recruit participants at council meetings and Citizens Police Academy for boards and commissions



MOVING FORWARD

- Results will be shared with Staff Liaisons
- This survey will be conducted annually in March
- Update boards and commissions on digital accessibility compliance
- Training boards and commissions on proper mic technique in council chambers
- Staff liaisons will connect with new/prospective members before the start of new terms



THANK YOU!

Cassandra Eames

Engagement Coordinator



ITEM #:	16
DATE:	07-28-26
DEPT:	PW

COUNCIL ACTION FORM

SUBJECT: 2025/26 ASPHALT STREET PAVEMENT IMPROVEMENTS (HILLCREST AVENUE, ELLIS STREET, KENTUCKY AVENUE, ILLINOIS AVENUE, INDIANA AVENUE, OKLAHOMA DRIVE, AND DELAWARE AVENUE)

BACKGROUND:

This annual Capital Improvement Plan (CIP) program utilizes rehabilitation and reconstruction techniques to improve existing asphalt streets. These pavement improvements will restore structural integrity, serviceability, and rideability. Targeted streets are experiencing accelerated deterioration, and timely intervention will extend their service life. **The 2025/26 program locations include Hillcrest Avenue, Ellis Street, Kentucky Avenue, Illinois Avenue, Indiana Avenue, Oklahoma Drive and Delaware Avenue.**

April 28, 2026, City Council directed staff to complete the design plans with infill of sidewalk along the west side of Delaware Avenue and to explore future options for sidewalk infill on the east side of Delaware near the community gardens.

On June 9, 2026, City Council rejected all bids and directed staff to modify the project to align project expenses with the available budget. City staff, in coordination with engineering consultant HR Green, revised the project design while maintaining consistency with the City's Complete Streets Plan. The engineer's estimate was revised to more accurately reflect bid pricing received in June 2026. The revised plans and specifications include the following modifications:

- Revised storm sewer and sanitary structure replacement and adjustment types.
- Reduce driveway replacements (excluding driveways in good condition).
- Revised the temporary parking lot improvements.

The revised plans and specifications are now complete. In addition, City staff identified an additional \$150,000 in unallocated G.O bond funding to help offset the project expenses. Project revenue and estimated expenses as follows:

Description	Revenues	Expenses
2025/26 GO Bonds	\$4,000,000	
Unallocated GO Bonds	425,000	
Additional Unallocated GO Bonds	150,000	

Water Systems Improvement Program	230,000	
Sanitary Sewer Systems Improvement Program	150,000	
Stormwater Improvement Program	150,000	
Construction (estimated)		\$4,492,222.46
Engineering (HR Green)		315,500.00
Administration		200,000.00
TOTAL	\$5,105,000	\$5,007,722.46

PUBLIC OUTREACH:

Staff sent letters to all area residents and met with several property owners to obtain input regarding staging, construction timing, infill of sidewalk, and special access needs. Comments received were supportive of the project and were incorporated into the project phasing and design.

ALTERNATIVES:

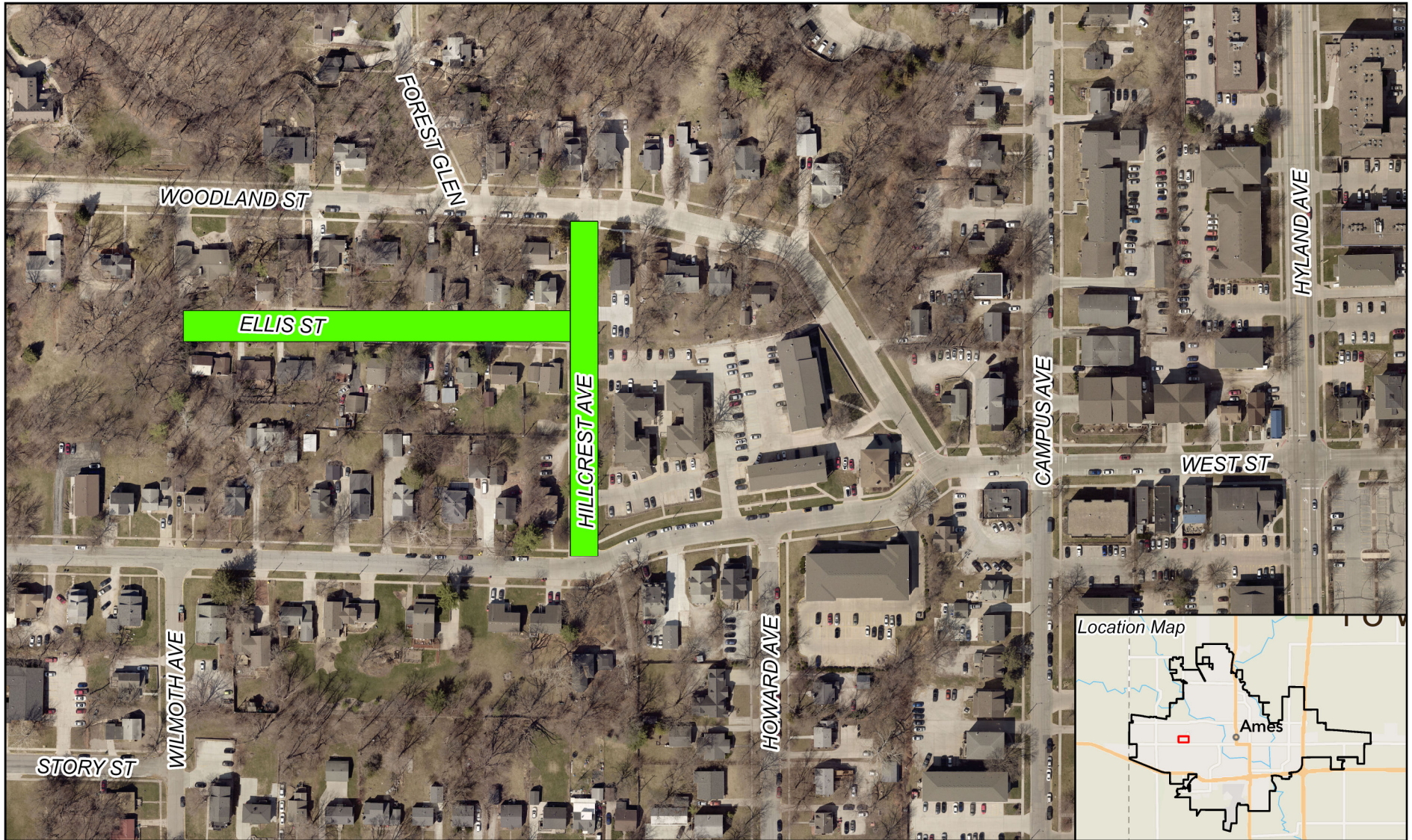
1. Approve plans and specifications for the 2025/26 Asphalt Street Pavement Improvements (Hillcrest Ave, Ellis St, Kentucky Ave, Illinois Ave, Indiana Ave, Oklahoma Dr, and Delaware Ave) project, setting August 19, 2026, as the bid due date and August 25, 2026, as the date of Public Hearing.
2. Direct staff to revise the project.

CITY MANAGER'S RECOMMENDED ACTION:

This project will restore structural integrity, serviceability, and rideability on several streets in the community. The plans have been revised to reduce the probable construction cost and additional funding has been identified to support the project. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

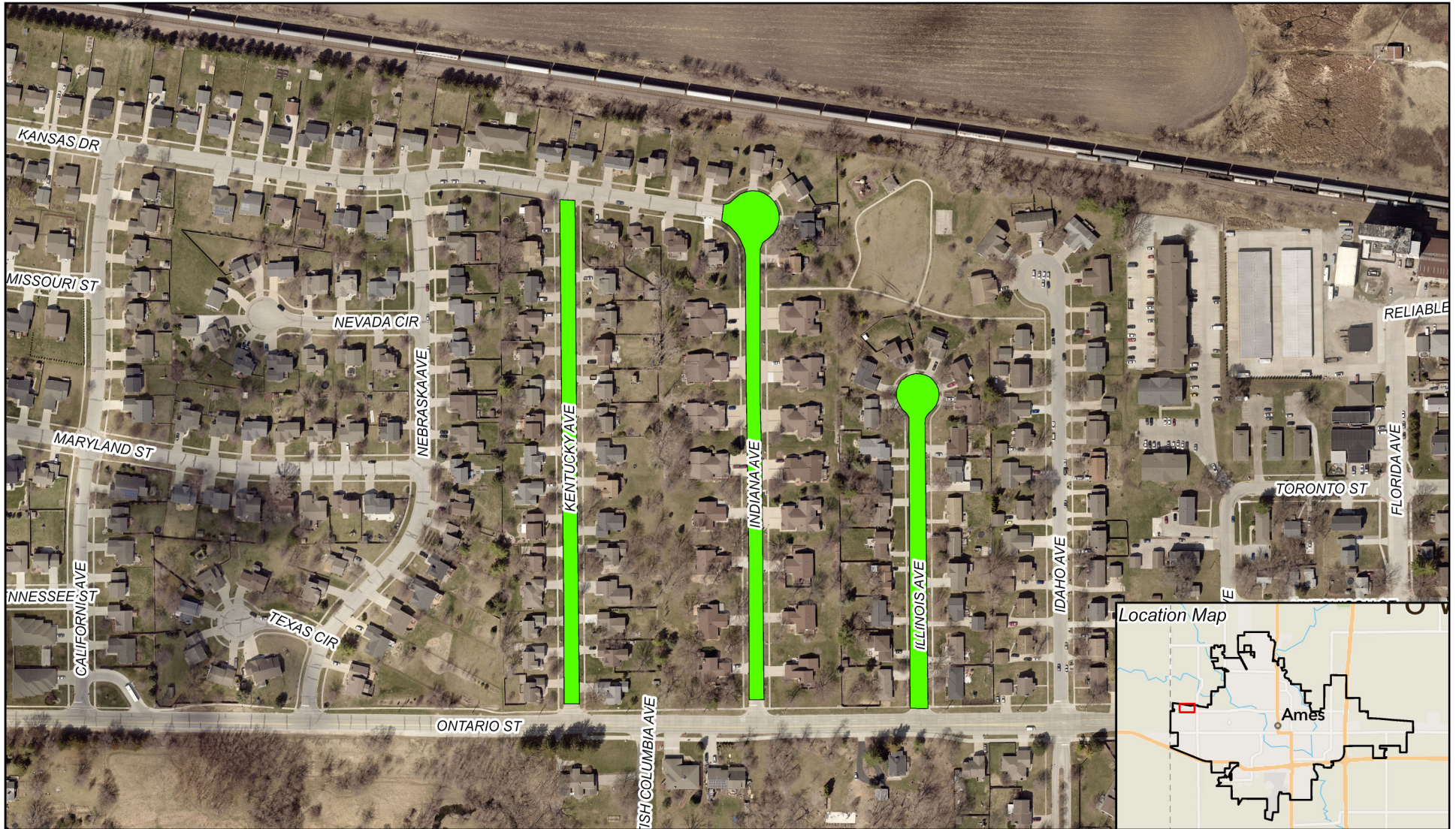
ATTACHMENT(S):

[2025-26 Asphalt \(Hillcrest Ave and Ellis St\) Location Map.pdf](#)
[2025-26 Asphalt Street Kentucky, Illinois, Indiana Location Map.pdf](#)
[Delaware and Oklahoma.pdf](#)



Project Location





Project Location



2025/26 Asphalt Street Pavement Improvements



Project Area

Sidewalk Extension

Delaware Ave - Ontario St to North Dakota Ave
Oklahoma Dr - Idaho Ave to Idaho Ave



ITEM #:	17
DATE:	07-28-26
DEPT:	FIRE

COUNCIL ACTION FORM

SUBJECT: PERMITTING SOFTWARE AGREEMENT WITH TYLER TECHNOLOGIES

BACKGROUND:

Tyler Technologies is the City's software vendor for Enterprise Permitting and Licensing (EPL) which supports the City's permitting and inspection functions. For the past decade, the City has contracted with the vendor for software licenses and support.

Staff has received a proposal for a renewal of software services in the amount of \$50,154.61. The renewal period is for July 1, 2026, to June 30, 2027. This proposed contract is an increase of \$2,388.31 (5%) over the expiring contract amount. The operating budgets for each department utilizing the software were increased during budget meetings to accommodate the 5% increase.

Staff plans to seek alternative software solutions in the next few years. The current vendor's services are necessary for staff to maintain day-to-day operations. Therefore, staff is requesting that the City Council waive the Purchasing Policies and Procedures requirement for competitive bids and award a contract directly to Tyler Technologies for EPL software service.

ALTERNATIVES:

1. Approve contract renewal with Tyler Technologies for EPL software service for the period from July 1, 2026, through June 30, 2027, in the amount of \$50,154.61.
2. Do not approve the contract and refer this item back to staff for further information.

CITY MANAGER'S RECOMMENDED ACTION:

Tyler Technologies is the sole provider for the EPL software used by the City. The City's experience within this contract has been positive and mission-critical permitting processes continue to be completed. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as stated above.

ITEM #:	18
DATE:	07-28-26
DEPT:	PW

COUNCIL ACTION FORM

SUBJECT: FY 2026/27 WATER MONITORING SERVICES AGREEMENT WITH PRAIRIE RIVERS OF IOWA

BACKGROUND:

In 2020, the City of Ames partnered with Story County and numerous local agencies to develop the Story County Water Monitoring and Interpretation Plan (2021–2030), a coordinated county-wide effort to monitor and improve the quality of streams, rivers, and lakes throughout Story County. Prairie Rivers of Iowa (PRI) has assisted with implementation of the monitoring plan since its inception by providing water quality monitoring, technical expertise, data interpretation, and public education.

The purpose of the monitoring program is to collect and analyze water quality data, increase public awareness of local water quality issues, identify watershed concerns, evaluate long-term trends, and support projects and practices that improve water quality throughout Story County. **The program also supports the City's Municipal Separate Storm Sewer System (MS4) permit requirements by providing monitoring, education, and watershed planning activities.**

The City enters into a one-year professional services agreement with Prairie Rivers of Iowa each fiscal year to continue implementation of the monitoring plan. The proposed agreement covers the period of July 1, 2026 through June 30, 2027 and includes the following services:

- Monthly water quality monitoring and laboratory coordination at fifteen monitoring sites throughout Story County.
- Coordination of two volunteer water quality monitoring events annually.
- Water quality data analysis, interpretation, and reporting.
- Maintenance and support of the public water quality monitoring website.
- Support for Quality Assurance Project Plan (QAPP) development and implementation.
- Investigation of bacterial sources within local waterways as funding permits.
- Public education and outreach related to water quality and conservation.
- Technical assistance with conservation planning, habitat restoration, and grant opportunities supporting City water quality initiatives.

The proposed agreement for FY 2026/27 totals **\$59,000**, an increase of **\$2,260 (approximately 4.0%)** over the FY 2025/26 agreement. The increase reflects annual program costs and continued implementation of the monitoring plan.

Funding for this agreement is programmed within the Public Works operating and Water Pollution Control watershed-based nutrient reduction CIP budgets.

ALTERNATIVES:

1. Approve the FY 2026/27 Water Monitoring Services Agreement with Prairie Rivers of Iowa of Ames, Iowa, in an amount not to exceed **\$59,000**.
2. Direct staff to further negotiate the scope of services with Prairie Rivers of Iowa.
3. Do not approve the agreement.

CITY MANAGER'S RECOMMENDED ACTION:

The proposed agreement continues implementation of the Story County Water Monitoring and Interpretation Plan and provides the City with ongoing water quality monitoring, technical expertise, public education, and watershed planning support. **These services assist the City in meeting stormwater permit requirements, identifying water quality concerns, evaluating long-term trends, and supporting future watershed improvement projects.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[2026-27 Ames Water Monitoring Contract-1.docx](#)



COOPERATIVE AGREEMENT BETWEEN

CITY OF AMES AND PRAIRIE RIVERS OF IOWA RC&D

Water Monitoring Services

This Agreement is made effective on July 1, 2026 by and between City of Ames, City Hall, 515 Clark Avenue, Ames, Iowa 50010 hereinafter referred to as 'AMES', and Prairie Rivers of Iowa RC&D, 3116 S Duff Avenue, Suite 201, Ames, Iowa 50010. Prairie Rivers of Iowa RC&D is hereinafter referred to as 'PRI' for this agreement.

The parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. Description of Services

PRI will work with the City of Ames to develop and implement water monitoring and conservation education throughout Ames and Story County. The work will include:

1) Water Monitoring

- Assist the Monitoring Planning Team in implementing goals and strategies for 2026–27 and participate in a minimum of four meetings with the team during the year.
- Coordinate and administer two volunteer events each year.
- Conduct monthly sample collection, delivery to lab, and data analysis and interpretation for 15 sites in Story County.
- Support the AMES Lab by collecting and coordinating all monitoring information to inform the Monitoring Plan.
- Oversee water quality monitoring webpage development and maintenance in partnership with the City of Ames.
- Facilitate the development of a Quality Assurance Project Plan (QAPP) for the monitoring program.
- Evaluate sources of bacteria within surface waters as funding permits.

2) Water Quality Public Education

- Support AMES public education goals related to conservation and water quality by participating in the Eco-Fair, Eco-Vision, and other community outreach events.
- Upon request, prepare one article per year on water quality and/or conservation for distribution through the Sustainable Ames Quarterly Newsletter or other City-approved communication platforms.
- Prepare graphs and educational materials to support public education and outreach efforts.

3) Other Conservation Efforts and Education

- Upon request, present water quality data, analysis, and other educational elements to the City Council.
- Support and participate in the Eco-Fair.
- Support City of Ames prairie and pollinator habitat restoration and enhancement efforts, including projects at the Water and Pollution Control Plant, Moore Park, and other identified sites.
- Support City of Ames in project-related grant seeking and philanthropic endeavors, as needed.
- Provide site-level guidance and conceptual recommendations to support Ames' Pollinator Plan, including assistance with the Ioway Creek corridor master planning effort. The organization will complete a limited number of site visits annually, as capacity allows.

B. Scope of Work Timeline

This contract is in effect from July 1, 2026, through June 30, 2027.

C. Reimbursement

These services will be invoiced and reimbursed for a total of \$59,000. No greater amount shall be paid without a signed written amendment.

D. Suspension/Termination

Either party may terminate this Agreement by giving written notice to the other, at least 30 days before the effective date of termination. Either party may suspend this agreement. Notification of suspension shall be in writing. In the event of termination by either party, PRI will be paid for compliant services through the date of termination.

E. Entire Agreement

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written.

F. Amendment

This Agreement may be modified or amended by written order with mutual agreement by both parties.

G. Applicable Laws

The terms and provisions of this Agreement are to be construed in accordance with the State of Iowa and applicable Federal laws, and the Contractor agrees to perform obligations under this Agreement in accordance with said laws including applicable audit requirements.

H. Independent Contractor Status

PRI agrees that the relationship between PRI and AMES is that of an independent contractor for employment tax purposes. PRI shall be solely responsible for all taxes relating to payments made under this agreement.

I. Laws

This agreement is governed by the law of the State of Iowa with venue in Story County District Court.

J. Assignment

This agreement may not be assigned or transferred by PRI without the prior written consent of the AMES.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate and each copy shall constitute an executed counterpart original.

PRAIRIE RIVERS OF IOWA RC&D

By: _____

Date: _____

CITY OF AMES

By: _____

Date: _____

ITEM #:	19
DATE:	07-28-26
DEPT:	ELEC

COUNCIL ACTION FORM

SUBJECT: ELECTRIC DEPARTMENT CABLE & WIRE PURCHASE

BACKGROUND:

This contract is for the purchase of cable and wire necessary to meet the anticipated needs of the City's electric distribution system. This cable is kept on hand in order to ensure availability which will enable staff to quickly make repairs to maintain or restore utility services.

Staff issued a Request for Quotation (RFQ) for an inventory restock of both cable and wire . Or June 16, 2026, an RFQ document was posted to Ames Bids, the electronic bidding site. On June 25, 2026, bids were received as follows:

RESPONDING SUPPLIER	Bid Line 1: CABLE, ALUM 4/0 TRIPLEX, 220 MIL, 15 KV URD CABLE RESPONSE TOTAL (inclusive of tax)	Bid Line 2: WIRE, 4/0, 1/C, 19 STR, COVERED COPPER RESPONSE TOTAL (inclusive of tax)
Republic Companies of Grimes, IA	\$54,463.00	\$22,020.60
RESCO (Rural Electric Supply Company) of Elkhart, IA	\$92,555.00	NO BID
WESCO Distribution of Des Moines, IA	\$124,976.00	\$18,821.30
MVA Power Inc. of L'Assomption, QC, Canada	\$133,750.00	\$23,540.00

The City's material specifications for the cable state that the manufacturer must be Okonite or Kerite. Both Republic Companies and MVA Power submitted a bid for another manufacturer not listed, and are considered non-responsive.

Both RESCO and WESCO Distribution submitted bids that met specifications and include an escalation/de-escalation clause tied to the prices of copper and aluminum.

RESCO submitted the lowest unit price **for cable** with a minimum order quantity of 5,000 ft. Although the request was for 2,300 ft of cable, the City can take advantage of the lower unit cost by accepted this bid. This purchase should serve the utility's need for twice as long . Price adjustment due to metals escalation/de-escalation will be applied at time of shipment.

WESCO Distribution submitted the lowest responsive, responsible bid **for wire** and staff found

its bid to be acceptable.

Final invoicing will reflect the actual delivered lengths at the quoted unit price. There is no budgeted amount for this purchase. The cable will be placed into inventory, where it will be charged to each specific project as the material is put into service.

ALTERNATIVES:

1. Award the following contracts for the purchase of cable for Electric Services; Payments will be based on unit prices and quantities ordered, inclusive of all applicable sales taxes:
 - a. Award a cable contract to RESCO of Elkhart, IA, in the amount not to exceed \$92,555.
 - b. Award a wire contract to WESCO of Des Moines, IA, in the amount not to exceed \$18,821.30.
2. Direct staff to award the contracts to another bidder.
3. Reject the bids.

CITY MANAGER'S RECOMMENDED ACTION:

Primary cable is a critical component to provide reliable electric distribution services to the utility customers. Having cable readily available for quick repairs without significant disruption to services is imperative. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ITEM #:	20
DATE:	07-28-26
DEPT:	FLEET

COUNCIL ACTION FORM

**SUBJECT: CREW CAB TRUCK CHASSIS FOR THE ELECTRIC SERVICES
DISTRIBUTION DIVISION**

BACKGROUND:

The Electric Services Department currently utilizes full-sized pickup trucks that support electric distribution functions throughout the community. Two of these units are scheduled for replacement through the City's vehicle replacement program. Fleet Services and Electric Services have determined that one-ton 4-wheel-drive (4WD) dual-rear-wheel (DRW) crew cab chassis best meet operational needs. **The chassis will be equipped with fiberglass utility bodies and associated accessories through a future bid.**

Bids for chassis were received on July 15, 2026. Four vendors submitted bid responses for the base vehicle specification as well as three optional items.

The bid for two one-ton 4WD DRW crew cab chassis are as follows:

Bidder	Year/Make/Model	Base Vehicle Bid	Optional Item #1: Blind Spot Monitoring System	Optional Item #2: 360° Camera System	Optional Item #3: Rear Seat 60/40 Split Bench Configuration
Stiver's Ford Lincoln Waukee, Iowa	2027 Ford F-350	\$110,178	No Bid	No Bid	No Bid
Fleetside Ford Osceola, Iowa	2027 Ford F-350	\$111,372	No Bid	No Bid	No Bid
EMAG Lebanon FD Lebanon, Missouri	2027 Ford F-350	\$113,920	No Bid	No Bid	No Bid
One Nation Distribution Volant, Pennsylvania	2027 Ford F-350	\$145,978	\$600	\$1,300	No Bid

The low responsive bid was submitted by Stiver's Ford Lincoln of Waukee, Iowa, in the amount of \$110,178, and staff has determined this bid to be acceptable. This award only includes the base vehicle specification and does not include any of the optional items requested for pricing. Stiver's Ford Lincoln has indicated an estimated delivery time of three to four months after

receipt of order.

Estimated Cost of Replacement:

Truck Chassis from Stiver's Ford	\$110,178
<u>Estimated Upfitting Cost</u>	<u>\$80,000</u>
Total Estimated Cost	\$190,178

Funding is available for this purchase as follows:

Replacement Funds at time of delivery	\$167,541
<u>Salvage value of equipment being replaced</u>	<u>\$24,000</u>
Available funding	\$191,541

ALTERNATIVES:

1. Award a contract to Stivers Ford Lincoln of Waukegan, IA for two (2) one-ton 4WD dual rear wheel crew cab chassis in the amount of \$110,178.
2. Award to one of the other responsive bidders.
3. Reject the bids and do not purchase these vehicles.

CITY MANAGER'S RECOMMENDED ACTION:

The Fleet Services Department and Electric Services Department staff agree that the bid submitted by Stivers Ford Lincoln provides equipment that meets the City's specifications at the best price. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

ITEM #:	21
DATE:	07-28-26
DEPT:	PW

COUNCIL ACTION FORM

**SUBJECT: 2020/21 & 2021/22 INTELLIGENT TRANSPORTATION SYSTEM PROGRAM
(PHASES 1 AND 2)**

BACKGROUND:

The Intelligent Transportation System (ITS) program provides for the installation of infrastructure for a traffic adaptive signal system that will conduct real-time optimization of traffic and pedestrian flow at signalized intersections.

Traffic adaptive systems provide a significant improvement in efficiency and will optimize travel times during all times of the day. This project combined Phases 1 and 2 of the ITS Network into a single Iowa Department of Transportation (DOT) bid letting and contract.

At the July 12, 2022 meeting, City Council awarded a contract to Van Maanen Electric, Inc. of Newton, Iowa in the amount of \$3,800,582.00.

Work was completed in the amount of \$3,586,282. This project is now working through the Iowa DOT audit process. Balancing change orders for Phases 1 and 2 have been created to reflect field final measured quantities. The change orders for each phase are identical amounts to provide simplicity in the ICAAP Grant reimbursement process.

Phase	As-Bid Contract	Change Order Amounts	Adjusted Final Contract Subtotals
Phase 1	\$1,937,985	(\$107,150) (this Council action)	\$1,830,835
Phase 2	1,862,597	(107,150) (this Council action)	1,755,447
TOTAL	\$3,800,582	(\$214,300)	\$3,586,282

The tables below show the expenses and revenues for this project with the balancing change order.

Phases 1 and 2 Expenses	Totals
Construction (as-bid)	\$3,800,582
Change Orders (balancing) (this Council action)	(214,300)
Final Construction Amount	3,586,282
Design	397,365
Administration	150,000
TOTAL	\$4,133,647

Phases 1 and 2 Revenues	Totals
Road Use Tax	\$1,122,579
G.O. Bonds	754,860
Local Option Tax	275,000
ICAAP Grant Funding	2,576,518
TOTAL	\$4,728,957

The approval of these change orders will allow the DOT audit process to continue. Upon audit completion, final acceptance of the project will be brought to City Council.

ALTERNATIVES:

1. Approve Phase 1 Change Order No. 1 in the deduct amount of (\$107,150) and Phase 2 Change Order No. 1 in the deduct amount of (\$107,150).
2. Do not approve the change orders and direct staff to pursue other options.

CITY MANAGER'S RECOMMENDED ACTION:

By approving these change orders, Phases 1 and 2 of the ITS Network can move closer to final acceptance pending Iowa DOT audit concurrence. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

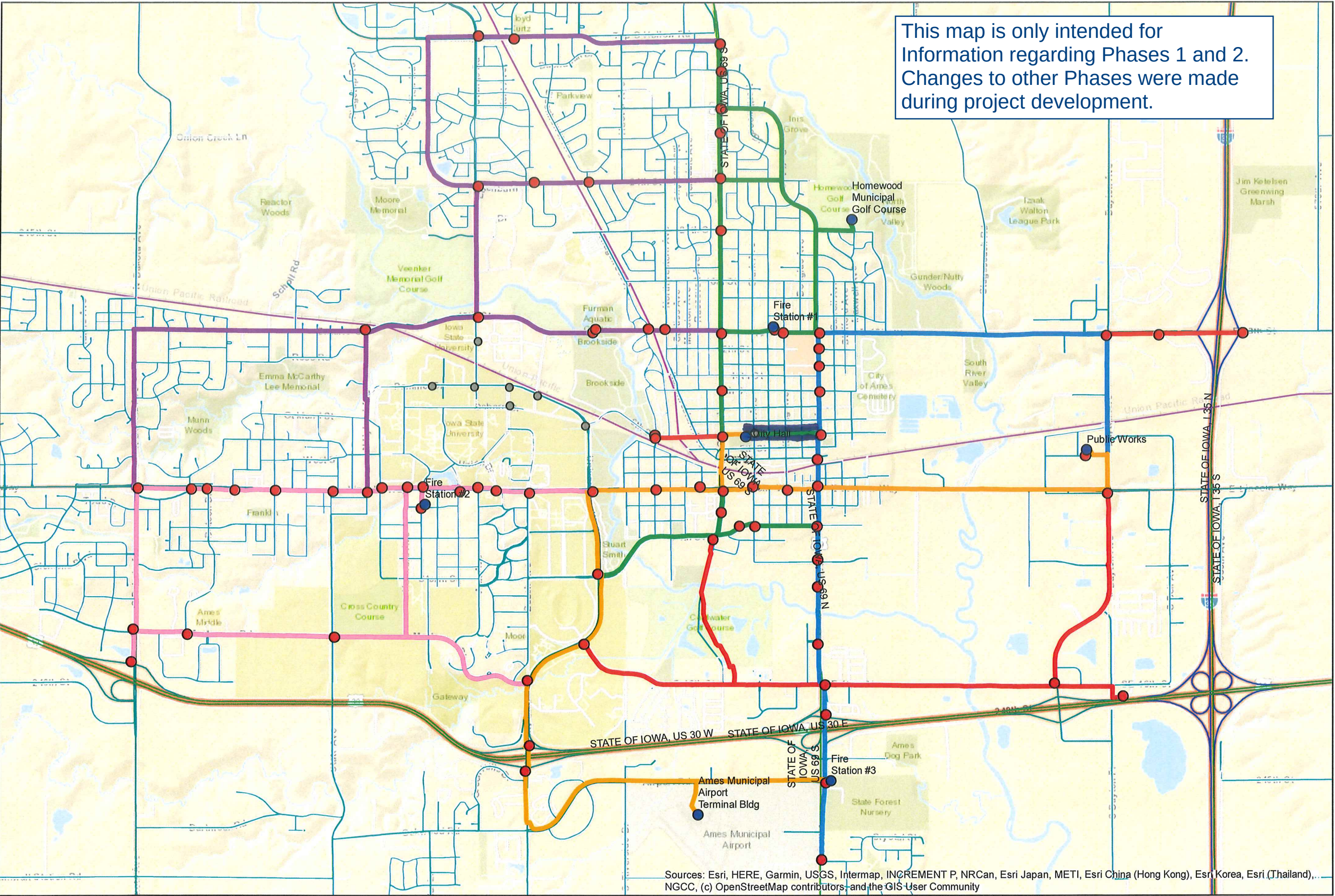
ATTACHMENT(S):

[ITS Cumulative Phase Map.pdf](#)

City of Ames - Fiber Interconnect (Cumulative Phase 6)

Date: 12/19/2019

This map is only intended for Information regarding Phases 1 and 2. Changes to other Phases were made during project development.



ITEM #:	22
DATE:	07-28-26
DEPT:	P&R

COUNCIL ACTION FORM

SUBJECT:
**CHANGE ORDER #6 WITH ALL STAR CONCRETE FOR THE FITCH FAMILY
INDOOR AQUATIC CENTER**

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 fourteen successful bidders.

Bid Package: 03-1, Building Concrete Work: The low bidder, All Star Concrete LLC, Johnston, Iowa was awarded the Base Bid plus Alternate #1, in the amount of \$671,500. Alternate #1 included the addition of two multipurpose rooms, a walking area, and two gender neutral restrooms.

Change orders #1-5 were previously approved and reported on the bimonthly change order report and are summarized below:

Change Order	Reason	Cost
#1	Precast Embeds Install	\$10,010
#2	Thickened Slab at 110	\$ 7,029
#3	Class C Grind Polished Concrete	\$22,000
#4	Mechanical Equipment Relocates	\$ 7,855
#5	Storefront Repairs & Miscellaneous Hardware Restrooms	\$(2,780)
Total of Previously Approved Change Orders		\$44,114

During a concrete pour performed by All Star, concrete splatters occurred on some precast panels. It was necessary for the splatters to be removed and then the precast panels repainted in order to be presentable to the public. The painting contractor has been paid for its work.

Staff is seeking approval of Change Order #6 to credit the City for the cost of the paint

touch ups in the amount of (\$2,058). This cost is inclusive of the labor, equipment, and materials needed to complete paint touch ups, which were completed by the painting contractor. Per City policy, once the cumulative change order total exceeds \$50,000, City Council must approve the change.

Below is a summary of Bid Package 03-1, Building Concrete Work:

Original Contract Amount	\$671,500
Prior Approved Change Orders #1-5	\$ 44,114
Change Order #6 Request	\$ (2,058)
New Contract Amount	\$713,556

ALTERNATIVES:

1. Approve change order #6 to All Star Concrete LLC, Johnston, IA, Bid Package, 03-1 Building Concrete Work for Paint Touch ups after the removal of concrete splatters on the precast panels for the Fitch Family Indoor Aquatic Center in the amount of (\$2,058).
2. Reject the change.

CITY MANAGER'S RECOMMENDED ACTION:

This change provides a credit to the City for paint touch ups required because concrete splatters needed to be removed on the precast panels at Fitch Family Indoor Aquatic Center. Since the concrete splatters were a result of All Star's work, it is appropriate they pay for the paint touch ups. Therefore, it is the City Manager's recommendation that the City Council adopt Alternate No. 1 as stated above.

ITEM #:	23
DATE:	07-28-26
DEPT:	P&R

COUNCIL ACTION FORM

SUBJECT: ACCEPT COMPLETION OF (7) BID PACKAGES AND PARTIAL RELEASE OF RETAINAGE FOR (1) BID PACKAGE FOR THE FITCH FAMILY INDOOR AQUATIC CENTER PROJECT

BACKGROUND:

The Fitch Family Indoor Aquatic Center Project was designed and constructed to enhance the quality of life in Ames by providing indoor aquatic and fitness opportunities. RDG Planning & Design, Inc, Des Moines, Iowa, was hired to provide design services, bidding assistance, and construction administration.

Story Construction was hired to perform construction management for the project. The aquatic center includes a six-lane lap pool, a zero-depth entry pool with a play structure and current channel, a wellness pool, locker rooms (men's, women's, and universal), two party rooms, one multipurpose room, mechanical rooms, maintenance area, offices, storage, four gender neutral restrooms, and lobby area.

The project was designed in 2023 with bid documents being distributed in late 2023. At its January 23, 2024 meeting, City Council awarded 13 contracts, with the final contract awarded February 20, 2024. Construction began in April 2024 and was substantially completed by March 3, 2026. **This action is to accept the completion of contracts for seven of the 14 bid packages and approve the partial release of retainage for one bid package.**

The following Bid Packages for this action include:

CONTRACTOR & BID PACKAGE	AWARD AMOUNT	# OF CHANGE ORDERS	CHANGE ORDERS TOTAL	CONTRACT TOTAL
1. Forrest & Associate, Inc 04-1 Unit Masonry Work	\$ 84,275	3	\$ 1,157	\$ 85,432
2. Lansink Construction, Inc 06-1 General Carpentry Work	\$1,016,000	16	\$ 114,962	\$1,130,962
3. Orning Glass Company 08-1 Entrance, Storefront, Curtainwall & Glazing Work	\$ 726,526	6	\$ 17,757	\$ 744,283
4. Hilsabeck Schacht, Inc 09-1 Gypsum Board Assembly, Acoustical Ceiling, Paint & Work	\$ 519,250	14	\$ 24,850	\$ 544,100
5. Sande Construction & Supply Company 13-1 Swimming Pool Work	\$4,326,187	6	\$ 2,349	\$4,328,536

6. Midwest Automatic Fire Sprinkler Company 21-1 Fire Suppression System Work	\$ 130,100	1	(\$ 700)	\$ 129,400
7. Lakeside Contractors LLC 32-1 Paving & Sidewalk Work	\$ 351,588	5	\$ 32,538	\$ 384,126
SUBTOTAL OF CLOSEOUT CONTRACTS*	\$7,153,926	51	\$192,913	\$7,346,839
PARTIAL RELEASE OF RETAINAGE**				
8. Brockway Mechanical & Roofing Co., Inc 22-1 Plumbing & HVAC Work	\$4,184,363	12	\$123,906	\$4,308,269
SUBTOTAL OF PARTIAL RELEASE OF RETAINAGE CONTRACTS	\$4,184,363	12	\$123,906	\$4,308,269
CONTRACTS NOT COMPLETE				
9. All Star Concrete, LLC 03-1 Building Concrete Work	\$ 671,500	6	\$ 42,056	\$ 713,556
10. Core Construction, LLC 03-3 Precast Concrete & Structural Steel Work	\$2,710,000	6	\$ 26,984	\$2,736,984
11. Central States Roofing 07-3 Membrane Roofing & Sheet Metal Flashing Work	\$ 806,300	2	\$ 6,763	\$ 813,063
12. Van Maanen Electric, Inc. 26-1 Elec., Comms., Electronic Safety & Sec. Work	\$1,477,436	20	\$145,256	\$1,622,692
13. Con-Struct, Inc. 31-1 Demolition & Earthwork Work	\$ 532,975	6	\$ 64,064	\$ 597,039
14. Iowa Pipe & Grading, LLC 33-1 Site Utility Work	\$ 385,700	1	\$ 14,518	\$ 400,218
SUBTOTAL OF CONTRACTS NOT COMPLETE	\$6,583,911	41	\$299,641	\$6,883,552
GRAND TOTAL	\$17,922,200	104	\$616,460	\$18,538,660

*The total of the seven contracts in this action is in the amount of \$7,346,839. Through the duration of the project there have been 51 change orders associated with these seven contracts totaling \$192,913, increasing the construction total of those contracts of the project by 2.6% to \$7,346,839.

**The bid package contract 22-1 Plumbing & HVAC Work with Brockway Mechanical & Roofing Co., Inc is now substantially complete. Brockway has asked for a partial release of its retainage, and according to Iowa Law, the City needs to honor this request. RDG Planning & Design has estimated the cost of the outstanding work to be valued in the amount of \$10,000. The project retainage is being reduced to \$20,000, leaving funds available to complete the outstanding work.

The table below outlines the expenses for the project.

EXPENSE	AMOUNT
Conceptual Design / Environmental Testing	\$ 64,893
Land Acquisition	\$ 2,900,000
Relocate Electric Lines	\$ 85,355
Design	\$ 1,783,850
Construction Manager	\$ 2,582,115***
Construction (Total of awarded contracts)	\$17,922,200
Construction Change Orders	\$ 616,460
Other Project Related Costs	\$ 927,130
Available Balance	\$ 33,197
TOTAL Project Cost (As of 7/6/26)	\$26,915,200

*****It should be noted that there is a request from Story Construction for Change Order #3 in the amount of \$132,270 that will be brought to City Council in August. The funding source for that change order will be identified when the change order is before Council for consideration.**

Total available funding for the project is as follows:

REVENUE	AMOUNT
Hotel / Motel Tax	\$ 64,893
Grants / Donations	\$ 9,420,472
G.O. Bonds	\$17,429,835
TOTAL	\$26,915,200

ALTERNATIVES:

1. City Council can approve the following:

- a. Accept completion of the contract for bid package 04-1 Unit Masonry Work with Forrest & Associate, Inc., Des Moines, IA for the Fitch Family Indoor Aquatic Center, in the amount of \$85,432.
- b. Accept completion of the contract for bid package 06-1 General Carpentry Work with Lansink Construction, Inc., Johnston, IA for the Fitch Family Indoor Aquatic Center in the amount of \$1,130,962.
- c. Accept completion of the contract for bid package 08-1 Entrance, Storefront, Curtainwall & Glazing Work with Orning Glass Company, Ames, IA for the Fitch Family Indoor Aquatic Center in the amount of \$744,283.
- d. Accept completion of the contract for bid package 09-1 Gypsum Board Assembly, Acoustical Ceiling, Paint & Ceiling Work with Hilsabeck Schacht, Inc., West Des Moines, IA for the Fitch Family Indoor Aquatic Center in the amount of \$544,100.
- e. Accept completion of the contract for bid package 13-1 Swimming Pool Work with

Sande Construction & Supply Co., Humboldt, IA for the Fitch Family Indoor Aquatic Center, in the amount of \$4,328,536.

- f. Accept completion of the contract for bid package 21-1 Fire Suppression Systems Work with Midwest Automatic Fire Sprinkler Company, Des Moines, IA for the Fitch Family Indoor Aquatic Center, in the amount of \$129,400.
 - g. Accept completion of the contract for bid package 32-1 Paving & Sidewalk Work with Lakeside Contractors LLC, Ames, IA for the Fitch Family Indoor Aquatic Center, in the amount of \$384,126.
 - h. Approve **partial release** of retainage of the contract for bid package 22-1 Plumbing & HVAC Work with Brockway Mechanical & Roofing Co, Inc., Des Moines, IA, reducing the contract retainage to \$20,000 for the Fitch Family Indoor Aquatic Center
2. Do not approve the completion of the seven bid package contracts and do not approve the reduction in retainage for one bid package contract for the Fitch Family Indoor Aquatic Center, and direct staff regarding how to proceed.

CITY MANAGER'S RECOMMENDED ACTION:

The Fitch Family Indoor Aquatic Center has been a long-anticipated project. Fitness classes started on May 18 and the natatorium opened on June 1 for swim lessons, aqua exercise classes, and limited lap swimming and water walking opportunities. Additionally, the walking track is being used when the facility is open. Public comments have been very positive. The facility is a great addition to the community and will increase the quality of life for all users.

Work still must be completed by some contractors and there have been warranty items that are being addressed as needed. The work of the seven bid packages included in this action has been completed. Staff believes it is important to accept completion of the work as contractors are finished with their contractual obligations rather than hold all contracts until the last one is complete. The remaining bid packages will be brought to Council for acceptance when each one is completed. Therefore, it is the City Manager's recommendation that City Council approve Alternative No. 1, as described above.

ATTACHMENT(S):

[RDG Recommendation for Group 1 Closeout.pdf](#)

[Change Order Log - 7-28-26 Contractor Closeout 1.pdf](#)

July 2, 2026
Keith Abraham
Parks and Recreation Director, Parks and Recreation Department
City of Ames
515 Clark Avenue
Ames, IA 50010

RE:..... Fitch Family Indoor Aquatic Center – RDG R3004.472.01
Final Acceptance Recommendation Letter
Date of Substantial Completion:March 3rd, 2026
Date of Application for Payment: July 2, 2026

In accordance with our agreement, RDG Planning & Design, Inc. performed construction administration services, including visiting the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

In accordance with the Contract Documents, based on on-site observations and the data comprising the final application for payment (final retainage), the Architect indicates that to the best of the Architect's knowledge, information, and belief, the Work is complete; the quality of Work is in accordance with the Contract Documents (including closeout submittals); and the Contractor is entitled to final payment (full, final retainage), as noted below:

- Bid Package No. 04-1 – Forrest & Associate Inc.
- Bid Package No. 06-1 – Lansink Construction Inc.
- Bid Package No. 08-1 – Orning Glass Company, Inc.
- Bid Package No. 09-1 – Hilsabeck-Schacht Inc.
- Bid Package No. 13-1 – Sande Construction & Supply Co., Inc.
- Bid Package No. 21-1 – Midwest Automatic Fire Sprinkler Company
- Bid Package No. 32-1 – Lakeside Contractors LLC

We recommend that the City of Ames approve 'Partial Retainage' for the following:

- Bid Package No. 22-1 – Brockway Mechanical & Roofing Co., Inc. – a balance of \$20,000 is withheld for one remaining task related to change order controls programming and associated closeout documents that will be completed July 2026. Per Iowa Code, this is two times the estimated cost of the work.

Sincerely,



Brad Rodenburg, AIA, RDG

RDG Planning & Design
brodenburg@rdgusa.com
515.473.6361

July 2, 2026

Mr. Keith Abraham
Parks and Recreation Director, Parks and Recreation Department
City of Ames
515 Clark Avenue
Ames, IA 50010

Re: **Final Acceptance/Completion and/or Release of Partial Retainage (July 2026 Retainage Group F001)**
Fitch Family Indoor Aquatic Center
City of Ames
Ames, IA

To the best of our knowledge, the Work by the following Contractors on the referenced project has been completed in accordance with the terms and conditions of the Contract Documents and the balance due to the Contractor and noted in the attached Certificate for Payment is due and payable. We therefore recommend that the City of Ames approve "Final Acceptance and Completion" of the following Bid Package Contracts noted below for the referenced project at the next regularly scheduled Council Meeting.

- Bid Package No. 04-1 – Forrest & Associate Inc.
- Bid Package No. 06-1 – Lansink Construction Inc.
- Bid Package No. 08-1 – Orning Glass Company, Inc.
- Bid Package No. 09-1 – Hilsabeck-Schacht Inc.
- Bid Package No. 13-1 – Sande Construction & Supply Co., Inc.
- Bid Package No. 21-1 – Midwest Automatic Fire Sprinkler Company
- Bid Package No. 32-1 – Lakeside Contractors LLC

For this group of contractors, the Payment Application Summary No. F001 (Retainage Group F001), Retainage Pay Applications, AIA G706 - Contractor's Affidavit of Payment of Debts and Claims, AIA G707 - Consent of Surety to Final Payment, & Acknowledgement of Continuation of Insurance for each of the above listed bid package contractors is attached.

We further recommend that final payment **not be made earlier than 30 days** following approval by the City Council in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

To the best of our knowledge, the Work by the following Contractor on the referenced project has been completed in accordance with the terms and conditions of the Contract Documents, except for portions noted below, and the partial release of retainage is due to the Contractor. We therefore recommend that the City of Ames approve "Partial Retainage" for the following Bid Package Contracts of which payment will be submitted during the regularly scheduled payment process for the month of July 2026.

Final Acceptance/Completion and/or Release of Partial Retainage (July 2026 Retainage Group F001)

Fitch Family Indoor Aquatic Center

City of Ames

July 2, 2026

Page 2

- Bid Package No. 22-1 – Brockway Mechanical & Roofing Co., Inc. - a balance of \$20,000 will be withheld for one remaining task related to change order controls programming and associated closeout documents that will be completed July 2026. Per Iowa Code this is two times the estimated cost of the work.

Sincerely,

STORY CONSTRUCTION CO.

A handwritten signature in black ink, appearing to read 'D. Thurmond', with a stylized flourish at the end.

Deborah Thurmond
Assistant Project Manager

**BID PACKAGE CONTRACTORS' APPLICATIONS FOR FINAL
PAYMENT SUMMARY # F001**

Project: Fitch Family Indoor Aquatic Center

Summary Application No: F001

Owner: City of Ames

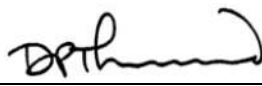
Date: July 2, 2026

Application is made for payment(s), as shown in the attached "Bid Package Final Payment Application Summary", in connection with the Contract. Amounts being certified and current payment due is shown in the right most column titled "Current Payment Due". Summaries and Continuation Sheets for each Contractor are attached for reference.

CONSTRUCTION MANAGER'S CERTIFICATE FOR PAYMENT

The undersigned certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by these attached Applications and Certificates for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by these Contractor's for Work for which previous Application's and Certificates for Payment were issued and payments received from the Owner, and that amounts shown in the "Current Payment Due" column on the attached "Bid Package Payment Application Summary" are now due.

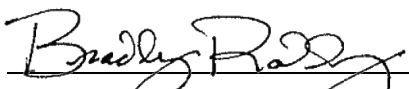
CONSTRUCTION MANAGER: Story Construction

By:  Date: 07/02/2026
Deborah Thurmond, Assistant Project Manager

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractors are entitled to payments of the AMOUNTS shown in the "Current Payment Due" column on the attached "Bid Package Payment Application Summary".

ARCHITECT: RDG Planning & Design, Inc.

By:  Date: 07.02.2026
Brad Rodenburg, AIA, LEED AP BD+C, WELL AP

OWNER'S CERTIFICATE FOR PAYMENT

This Certificate is not negotiable. The AMOUNTS CERTIFIED are payable only to the Contractor's named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER: City of Ames

By: _____ Date: _____

Final payment should not be made earlier than 30 days following approval by the Board of Directors in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

Once the payment applications are fully executed, please return one (1) executed copy of the Application and Certificate for Payment Coversheet to Story Construction along with copies of the dispersed checks.

Commitment	Company (Vendor)	Custom Columns									
Number	↑	Name	Original Contract Amount	Approved Change Orders	Current Contract Amount	Total Completed & Stored To Date	Total Retainage	Total Earned Less Retainage	Less Previous Certified Amounts	Balance To Finish with Retainage	Current Payment Due
BP04-1 (PO#62940)		FORREST & ASSOCIATES INC	\$84,275.00	\$1,157.00	\$85,432.00	\$85,432.00	\$0.00	\$85,432.00	\$81,160.40	\$0.00	\$4,271.60
BP06-1 (PO#62941)		LANSINK CONSTRUCTION INC	\$1,016,000.00	\$114,962.00	\$1,130,962.00	\$1,130,962.00	\$0.00	\$1,130,962.00	\$1,074,413.90	\$0.00	\$56,548.10
BP08-1 (PO#62943)		ORNING GLASS COMPANY INC	\$726,526.00	\$17,757.00	\$744,283.00	\$744,283.00	\$0.00	\$744,283.00	\$707,068.85	\$0.00	\$37,214.15
BP09-1 (PO#62944)		HILSABECK SCHACHT INC	\$519,250.00	\$24,850.00	\$544,100.00	\$544,100.00	\$0.00	\$544,100.00	\$516,895.00	\$0.00	\$27,205.00
BP13-1 (PO#62945)		SANDE CONSTRUCTION & SUPPLY CO	\$4,326,187.00	\$2,349.00	\$4,328,536.00	\$4,328,536.00	\$0.00	\$4,328,536.00	\$4,112,908.15	\$0.00	\$215,627.85
BP21-1 (PO#62946)		MIDWEST AUTOMATIC FIRE	\$130,100.00	(\$700.00)	\$129,400.00	\$129,400.00	\$0.00	\$129,400.00	\$122,930.00	\$0.00	\$6,470.00
BP32-1 (PO#62950)		LAKESIDE CONTRACTORS, LLC	\$351,588.00	\$32,538.00	\$384,126.00	\$384,126.00	\$0.00	\$384,126.00	\$364,919.70	\$0.00	\$19,206.30
Grand Totals			\$7,153,926.00	\$192,913.00	\$7,346,839.00	\$7,346,839.00	\$0.00	\$7,346,839.00	\$6,980,296.00	\$0.00	\$366,543.00

CONTRACTOR'S APPLICATION AND CERTIFICATION FOR PAYMENT -- Const Manager-Adviser

TO OWNER:

S017

City of Ames

515 Clark Ave
Ames, IA 50010

Project :

Fitch Family Aquatic Center

F&A Job #

115 N Elm Ave Ames, IA 50010

Architect

RDG Planning & Design, Inc. R3004.472.01

APPLICATION NO:

Retainage

PERIOD TO:

06/10/26

PO 062940

APPLICATION DATE:

06/10/26

FROM CONTRACTOR:

FORREST & ASSOCIATE INC Bid Package 04-1

817 SW 9th Street

Des Moines, IA 50309

Contract Date:

1/31/2024

PROJECT NO.:

241010

ORDER #

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1	ORIGINAL CONTRACT SUM	\$	84,275.00
2	Net change by Change Orders	\$	1,157.00
3	CONTRACT SUM TO DATE (LINE 1+2)	\$	85,432.00
4	TOTAL COMPLETED & STORED TO DATE:	\$	85,432.00
(Column G on pg 2)			
5	RETAINAGE: (Clear field J20 for retainer invoice)		
	5% %of Progress Payment	\$	X
6	TOTAL EARNED LESS RETAINAGE	\$	85,432.00
(Line 4 less Line 5)			
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)			
		\$	81,160.40
8	CURRENT PAYMENT DUE	\$	4,271.60
9	BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)			
		\$	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 1,163.00	\$ -
Total approved this Month	\$ 594.00	\$ 600.00
TOTALS	\$ 1,757.00	\$ 600.00
NET CHANGES by Change/Field Order	\$ 1,157.00	

Approved By Owner: _____

Date: _____

F&A FM130104

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

FORREST & ASSOCIATE INC

By: _____

Date: 06/10/26

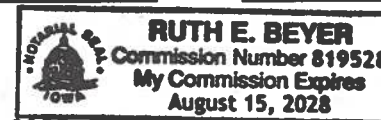
State of:

Iowa

County of:

Polk

Subscribed and sworn to before me this 10 day of June 2026



Notary Public:

My Commission Expires:

15-Aug-25

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____

Date: _____

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SCHEDULE OF VALUES - ITEMIZATION SHEET**Due Date****07/10/26**

PAGE ____ OF ____ PAGES

The Contractor's APPLICATION FOR AND CERTIFICATION OF PAYMENT, containing Contractor's signed Certificate is attached. In calculations below, amounts are stated to the nearest dollar.

Application No.

Retainage

Application Date:

6/10/26

Period To:

6/10/26**Job:** **Fitch Family Aquatic Center****F&A Job #** **241010****\$** **84,275.00****Project:** **241010**

A	B	C	D	E	F	G		H	I
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED & STORED TO		BALANCE TO FINISH	RETAINAGE
			Previous Applications	Work in Place	Stored Materials (not in D or E)	DATE (D+E+F)	% (G/C)	(C-G)	5%
	CONTRACT								\$ -
	Materials	\$ 30,295.00	\$ 30,295.00			\$ 30,295.00	100%	\$ -	\$ 1,514.75
	Labor	\$ 53,228.00	\$ 53,228.00			\$ 53,228.00	100%	\$ -	\$ 2,661.40
	Bonds	\$ 752.00	\$ 752.00			\$ 752.00	100%	\$ -	\$ 37.60
			\$ -			\$ -		\$ -	\$ -
			\$ -			\$ -		\$ -	\$ -
FWO 7852		\$ 1,014.43	\$ 1,014.43			\$ 1,014.43	100%	\$ -	\$ -
FWO 7782		\$ 655.30	\$ 655.30			\$ 655.30	100%	\$ -	\$ -
FWO 7758		\$ 4,658.29	\$ 4,658.29			\$ 4,658.29	100%	\$ -	\$ -
FWO 7759		\$ 4,203.53	\$ 4,203.53			\$ 4,203.53	100%	\$ -	\$ -
FWO 7761		\$ 4,881.77	\$ 4,881.77			\$ 4,881.77	100%	\$ -	\$ -
FWO 7757		\$ 8,778.96	\$ 8,778.96			\$ 8,778.96	100%	\$ -	\$ -
			\$ -			\$ -		\$ -	\$ -
CO #1	PCO/CE #035	\$ 1,163.00	\$ 1,163.00			\$ 1,163.00	100%	\$ -	\$ 58.15
CO #2	PCO/CE #050	\$ (600.00)	\$ (600.00)			\$ (600.00)	100%	\$ -	\$ (30.00)
CO #3	PCO/CE #098	\$ 594.00	\$ 594.00			\$ 594.00	100%	\$ -	\$ 29.70
			\$ -			\$ -		\$ -	\$ -
			\$ -			\$ -		\$ -	\$ -
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			\$ -			\$ -		\$ -	\$ -
			\$ -			\$ -		\$ -	\$ -
>>>	Retainer Requested		\$ -			\$ -		\$ -	\$ -
	TOTALS *****	\$ 85,432.00	\$ 85,432.00			\$ 85,432.00	100%	\$ -	\$ 4,271.60



AIA Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)
Fitch Family Indoor Aquatic Center
115 North Elm Avenue
Ames, IA 50010

TO OWNER: (Name and address)
City of Ames, Iowa
515 Clark Avenue
Ames, IA 50010

ARCHITECT'S PROJECT NUMBER:
#R3004.472.01
CONTRACT FOR:
BP No. 04-1 – Unit Masonry Work
(PO #62940)
CONTRACT DATED:
February 14, 2024

OWNER: []
ARCHITECT: []
CONTRACTOR: []
SURETY: []
OTHER: []

STATE OF: Iowa
COUNTY OF: Story

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERE TO:

- Consent of Surety to Final Payment.
Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.
- Indicate Attachment [] Yes [X] No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

Forrest & Associate, Inc.
817 NW 9th Street
Des Moines, IA 50309

Robert Van Heeswyk

CONTRACTOR'S Authorized Representative (Signature)

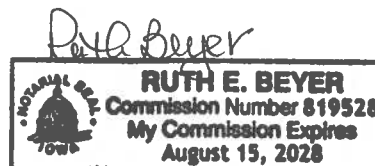
Robert Van Heeswyk Shareholder / Project Coordinator
(Printed name and title)

15 Apr 2024
Date

Subscribed and sworn to before me on this date:

15 Apr 24

Notary Public: *Ruth Beyer*
My Commission Expires: *15 Aug 28*



AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: []
Fitch Family Indoor Aquatic Center	#R3004.472.01	ARCHITECT: []
115 North Elm Avenue	CONTRACT FOR:	CONTRACTOR: []
Ames, IA 50010	BP No. 04-1 – Unit Masonry Work (PO #62940)	SURETY: [X]
	CONTRACT DATED:	OTHER: []
	February 14, 2024	

TO OWNER: *(Name and address)*
 City of Ames, Iowa
 515 Clark Avenue
 Ames, IA 50010

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Merchants Bonding Company (Mutual)
 PO Box 14498
 Des Moines, IA 50309-3498

, SURETY,

on bond of
(Insert name and address of Contractor)

Forrest & Associate, Inc.
 817 NW 9th Street
 Des Moines, IA 50309

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
 not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Ames, Iowa
 515 Clark Avenue
 Ames, IA 50010

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 15, 2026
(Insert in writing the month followed by the numeric date and year.)

Attest:
 (Seal):



Merchants Bonding Company (Mutual)

SURETY (Signature)

Erik Partridge

(Printed name and title)

Erik Partridge, Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail R Mohr; Erik Partridge; Laura Peiffer; Mat DeGroote; Matthew R Fay; Michael L McCoy

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

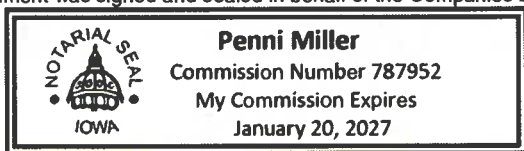
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

[Signature]

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of April, 2026.



Elisabeth Sandersfeld

Secretary

Acknowledgement of Insurance Continuation

Project: Fitch Family Indoor Aquatic Center
115 North Elm Avenue
Ames, IA 50010

Owner: City of Ames
515 Clark Avenue
Ames, IA 50010

Contractor & Bid Package: Forrest & Associate, Inc.
Bid Package No. 04-1 – Unit Masonry Work
817 SW 9th Street
Des Moines, IA 50309

We hereby state that insurance required by the Contract Documents will remain in force after final payment and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Furthermore, we know of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents and that completed operations coverage will be maintained until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

CONTRACTOR SIGNATURE:

By: Robert Van Heeswyk Date: 15 April 2026

Printed Name: Robert Van Heeswyk

AIA Type Document
Application and Certification for Payment

Page 1 of 4

TO (OWNER): City of Ames
515 Clark Avenue
Ames, IA 50010

PROJECT: Fitch Family Indoor Aquatic
115 North Elm Avenue
Ames, IA 50010

APPLICATION NO: 21
PERIOD TO: 6/30/2026

DISTRIBUTION
TO:
_ **OWNER**
_ **CONSTRUCTION**
_ **MANAGER**
_ **ARCHITECT**
_ **CONTRACTOR**

FROM (CONTRACTOR): Lansink Construction, Inc.
6220 NW Beaver Dr.
Suite 1
Johnston, IA 50131

ARCHITECT'S
PROJECT NO: R3004.472.01

VIA CONSTRUCTION MANAGER: Story Construction Co.

CONTRACT FOR: BP 06-1 General Carpentry PO# 062941

VIA ARCHITECT: RDG Planning & Design, Inc.

CONTRACT DATE: 2/14/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM \$ 1,016,000.00

2. Net Change by Change Orders \$ 114,962.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,130,962.00

4. TOTAL COMPLETED AND STORED TO DATE \$ 1,130,962.00

5. RETAINAGE:

a. 0.00 % of Completed Work \$ 0.00

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 1,130,962.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 1,074,413.90

8. CURRENT PAYMENT DUE \$ 56,548.10

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	113,879.00	-1,282.00
Total approved this Month	2,365.00	0.00
TOTALS	116,244.00	-1,282.00
NET CHANGES by Change Order	114,962.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Lansink Construction, Inc.
6220 NW Beaver Dr. Suite 1
Johnston, IA 50131

By: [Signature]

Date: 6/25/2026

State of: IA

County of: Polk

Subscribed and Sworn to before me this 25th Day of June 20 26

Notary Public: [Signature]

My Commission Expires: 7/12/2026



CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager and Architect certifies to owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

Page 2 of 4

TO (OWNER): City of Ames
515 Clark Avenue
Ames, IA 50010

PROJECT: Fitch Family Indoor Aquatic
115 North Elm Avenue
Ames, IA 50010

APPLICATION NO: 21
PERIOD TO: 6/30/2026

DISTRIBUTION
TO:
_ **OWNER**
_ **CONSTRUCTION**
 MANAGER
_ **ARCHITECT**
_ **CONTRACTOR**

FROM (CONTRACTOR): Lansink Construction, Inc.
6220 NW Beaver Dr.
Suite 1
Johnston, IA 50131

ARCHITECT'S
PROJECT NO: R3004.472.01

VIA CONSTRUCTION MANAGER: Story Construction Co.

CONTRACT FOR: BP 06-1 General Carpentry PO# 062941

VIA ARCHITECT: RDG Planning & Design, Inc.

CONTRACT DATE: 2/14/2024

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Rough Carpentry - Material & Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	0.00
2	Interior Architectural Woodwork - Materials	120,000.00	120,000.00	0.00	0.00	120,000.00	100.00	0.00	0.00
3	Interior Architectural Woodwork - Labor	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	0.00
4	Joint Sealants - Material	26,500.00	26,500.00	0.00	0.00	26,500.00	100.00	0.00	0.00
5	Joint Sealants - Labor	22,500.00	22,500.00	0.00	0.00	22,500.00	100.00	0.00	0.00
6	Frames & Doors - Material	95,000.00	95,000.00	0.00	0.00	95,000.00	100.00	0.00	0.00
7	Frames & Doors - Labor	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	0.00
8	Overhead Coiling Doors - Material	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00	0.00	0.00
9	Overhead Coiling Doors - Labor	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	0.00
10	Tiling - Material	16,500.00	16,500.00	0.00	0.00	16,500.00	100.00	0.00	0.00
11	Tiling - Labor	20,500.00	20,500.00	0.00	0.00	20,500.00	100.00	0.00	0.00
12	Resilient Flooring - Material	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00	0.00	0.00
13	Resilient Flooring - Labor	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	0.00
14	Tile Carpeting - Material	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	0.00
15	Tile Carpeting - Labor	900.00	900.00	0.00	0.00	900.00	100.00	0.00	0.00
16	Resilient Athletic Flooring - Material	85,000.00	85,000.00	0.00	0.00	85,000.00	100.00	0.00	0.00
17	Resilient Athletic Flooring - Labor	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	0.00
18	Resinous Flooring - Material	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00	0.00	0.00
19	Resinous Flooring - Labor	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00	0.00	0.00
20	Specialties - Material	113,000.00	113,000.00	0.00	0.00	113,000.00	100.00	0.00	0.00
21	Specialties - Labor	23,000.00	23,000.00	0.00	0.00	23,000.00	100.00	0.00	0.00

AIA Type Document
Application and Certification for Payment

Page 3 of 4

TO (OWNER): City of Ames
515 Clark Avenue
Ames, IA 50010

PROJECT: Fitch Family Indoor Aquatic
115 North Elm Avenue
Ames, IA 50010

APPLICATION NO: 21
PERIOD TO: 6/30/2026

DISTRIBUTION TO:
☐ OWNER
☐ CONSTRUCTION MANAGER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): Lansink Construction, Inc.
6220 NW Beaver Dr.
Suite 1
Johnston, IA 50131

ARCHITECT'S PROJECT NO: R3004.472.01

VIA CONSTRUCTION MANAGER: Story Construction Co.

CONTRACT FOR: BP 06-1 General Carpentry PO# 062941

VIA ARCHITECT: RDG Planning & Design, Inc.

CONTRACT DATE: 2/14/2024

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Folding Panel Partitions - Material	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00	0.00	0.00
23	Folding Panel Partitions - Labor	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	0.00
24	Phenolic Lockers - Material	57,000.00	57,000.00	0.00	0.00	57,000.00	100.00	0.00	0.00
25	Phenolic Lockers - Labor	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00	0.00	0.00
26	Signage - Material	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	0.00
27	Signage - Labor	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	0.00
28	Roller Window Shades - Material	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00	0.00	0.00
29	Roller Window Shades - Labor	1,700.00	1,700.00	0.00	0.00	1,700.00	100.00	0.00	0.00
30	Site Furnishings - Material	38,000.00	38,000.00	0.00	0.00	38,000.00	100.00	0.00	0.00
31	Site Furnishings - Labor	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	0.00
32	Bond	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	0.00
33	General Conditions	149,320.00	149,320.00	0.00	0.00	149,320.00	100.00	0.00	0.00
34	Closeout	5,080.00	5,080.00	0.00	0.00	5,080.00	100.00	0.00	0.00
35	Change Order #001	42,129.00	42,129.00	0.00	0.00	42,129.00	100.00	0.00	0.00
36	Change Order #002	2,858.00	2,858.00	0.00	0.00	2,858.00	100.00	0.00	0.00
37	Change Order #003	3,021.00	3,021.00	0.00	0.00	3,021.00	100.00	0.00	0.00
38	Change Order #004	3,995.00	3,995.00	0.00	0.00	3,995.00	100.00	0.00	0.00
39	Change Order #005	1,639.00	1,639.00	0.00	0.00	1,639.00	100.00	0.00	0.00
40	Change Order #006	752.00	752.00	0.00	0.00	752.00	100.00	0.00	0.00
41	Change Order #007	1,167.00	1,167.00	0.00	0.00	1,167.00	100.00	0.00	0.00
42	Change Order #008	2,653.00	2,653.00	0.00	0.00	2,653.00	100.00	0.00	0.00

AIA Type Document
Application and Certification for Payment

Page 4 of 4

TO (OWNER): City of Ames
515 Clark Avenue
Ames, IA 50010

PROJECT: Fitch Family Indoor Aquatic
115 North Elm Avenue
Ames, IA 50010

APPLICATION NO: 21
PERIOD TO: 6/30/2026

DISTRIBUTION
TO:
- OWNER
- CONSTRUCTION
MANAGER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): Lansink Construction, Inc.
6220 NW Beaver Dr.
Suite 1
Johnston, IA 50131

ARCHITECT'S
PROJECT NO: R3004.472.01

VIA CONSTRUCTION MANAGER: Story Construction Co.

CONTRACT FOR: BP 06-1 General Carpentry PO# 062941

VIA ARCHITECT: RDG Planning & Design, Inc.

CONTRACT DATE: 2/14/2024

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
43	Change Order #009	33,224.00	33,224.00	0.00	0.00	33,224.00	100.00	0.00	0.00
44	Change Order #010	2,597.00	2,597.00	0.00	0.00	2,597.00	100.00	0.00	0.00
45	Change Order #011	1,103.00	1,103.00	0.00	0.00	1,103.00	100.00	0.00	0.00
46	Change Order #012	3,329.00	3,329.00	0.00	0.00	3,329.00	100.00	0.00	0.00
10	Change Order #013	10,732.00	10,732.00	0.00	0.00	10,732.00	100.00	0.00	0.00
11	Change Order #014	4,680.00	4,680.00	0.00	0.00	4,680.00	100.00	0.00	0.00
12	Change Order #015	-1,282.00	-1,282.00	0.00	0.00	-1,282.00	100.00	0.00	0.00
13	Change Order #016	2,365.00	2,365.00	0.00	0.00	2,365.00	100.00	0.00	0.00
REPORT TOTALS		\$1,130,962.00	\$1,130,962.00	\$0.00	\$0.00	\$1,130,962.00	100.00	\$0.00	\$0.00



AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Fitch Family Indoor Aquatic Center 115 North Elm Avenue Ames, IA 50010	ARCHITECT'S PROJECT NUMBER: #R3004.472.01 CONTRACT FOR: BP No. 06-1 – General Carpentry Work (PO #62941) CONTRACT DATED: February 14, 2024	OWNER: [] ARCHITECT: [] CONTRACTOR: [] SURETY: [] OTHER: []
TO OWNER: <i>(Name and address)</i> City of Ames, Iowa 515 Clark Avenue Ames, IA 50010		

STATE OF: Iowa
COUNTY OF: Story

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERE TO:

- Consent of Surety to Final Payment.
Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
Indicate Attachment [] Yes [X] No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR:*(Name and address)*

Lansink Construction, Inc.
 6220 NW Beaver Drive, Suite 01
 Johnston, IA 50131



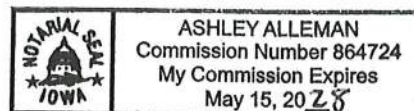
CONTRACTOR'S Authorized Representative *(Signature)*

Jeff Buckley, Vice President
(Printed name and title)

4/22/2026
Date

Subscribed and sworn to before me on this date: 4/22/2026

Notary Public: Ashley Alleman
 My Commission Expires: 5/15/28





AIA®

Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: <i>(Name and address)</i> Fitch Family Indoor Aquatic Center 115 North Elm Avenue Ames, IA 50010	ARCHITECT'S PROJECT NUMBER: #R3004.472.01 CONTRACT FOR: BP No. 06-1 – General Carpentry Work (PO #62941) CONTRACT DATED: February 14, 2024	OWNER: [] ARCHITECT: [] CONTRACTOR: [] SURETY: [] OTHER: []
TO OWNER: <i>(Name and address)</i> City of Ames, Iowa 515 Clark Avenue Ames, IA 50010		

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
Western Surety Company
151 North Franklin Street
Chicago, IL 60606

on bond of
(Insert name and address of Contractor)
Lansink Construction, Inc.
6220 NW Beaver Drive, Suite 01
Johnston, IA 50131

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)
City of Ames, Iowa
515 Clark Avenue
Ames, IA 50010

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 24th, 2026
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal): *Juliana Bartlett*

Western Surety Company
Courtney Meyer

SURETY *(Signature)*
Courtney Meyer, Attorney-in-Fact

(Printed name and title)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Greg T LaMair, Jeffrey R Baker, Karen S Hartson, Joseph I Schmit, Lori S Burroughs, Daniel M Molyneaux, Brandon Horbach, E A von Harz, Laura J Adams, Juliana E Bartlett, Courtney Meyer, Stacy L Paisley, Individually

of West Des Moines, IA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of February, 2026.



WESTERN SURETY COMPANY

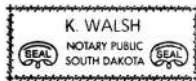
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of April, 2026



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Acknowledgement of Insurance Continuation

Project: Fitch Family Indoor Aquatic Center
115 North Elm
Ames, IA 50010

Owner: City of Ames
515 Clark Avenue
Ames, IA 50010

Contractor & Bid Package: Lansink Construction, Inc.
Bid Package No. 06-1 – General Carpentry Work
6220 NW Beaver Drive, Suite 01
Johnston, IA 50131

We hereby state that insurance required by the Contract Documents will remain in force after final payment and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Furthermore, we know of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents and that completed operations coverage will be maintained until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

CONTRACTOR SIGNATURE:

By:  Date: 4/22/2026

Printed Name: Jeff Buckley

To(OWNER): City of Ames
515 Clark Avenue
P.O.Box 811
Ames, IA 50010
From: Orning Glass LLC
114 Sumner Ave
Ames, IA 50010

Project: Fitch Family Aquatic Center
122 North Oak Avenue
Ames, IA 50010

Via(Architect): RDG Planning & Design
301 Grand Ave
Des Moines, IA 50309

Application No: 16
Invoice No: C100-17
Period To: 6/30/2026

Architect's
Project No: R3001.472.01

Contract Date: 2/14/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	21,580.00	3,823.00
Approved this month	0.00	0.00
TOTALS	21,580.00	3,823.00
Net change by change orders	17,757.00	

1. ORIGINAL CONTRACT SUM.....	\$ 726,526.00
2. Net change by Change Orders.....	\$ 17,757.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$ 744,283.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 744,283.00
(Column G on G703)	
5. RETAINAGE(Column I on G703).....	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$ 744,283.00
(Line 4 less Line 5)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$ 707,068.85
(Line 6 from prior Certificate)	
8. SALES TAX.....	\$ 0.00
9. CURRENT PAYMENT DUE.....	\$ 37,214.15
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 0.00
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Orning Glass LLC

By: [Signature]

Date: 6/25/26

State of: IOWA

County of: Story

Subscribed and sworn to before me this 25th day of June 2026

Notary Public: [Signature]

My Commission expires: 8/18/2027



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Construction Manager: Story Construction

CONTINUATION SHEET

AIA Document G703

Page 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

Application Number: 16
Application Date: 6/25/2026
Period To: 6/30/2026
Architect's Project No: R3001.472.01

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
1	Shop Drawings / Submittals	13,007.00	13,007.00	0.00	0.00	13,007.00	100	0.00	0.00
2	Engineering	8,055.00	8,055.00	0.00	0.00	8,055.00	100	0.00	0.00
3	Bond Cost	14,531.00	14,531.00	0.00	0.00	14,531.00	100	0.00	0.00
5	Joint Sealants - Material	15,837.00	15,837.00	0.00	0.00	15,837.00	100	0.00	0.00
6	Joint sealants - Labor	12,090.00	12,090.00	0.00	0.00	12,090.00	100	0.00	0.00
7	Int Ent & SF - Material	104,660.00	104,660.00	0.00	0.00	104,660.00	100	0.00	0.00
8	In Ent & SF - Labor	33,345.00	33,345.00	0.00	0.00	33,345.00	100	0.00	0.00
9	Ext CW - Material	128,293.00	128,293.00	0.00	0.00	128,293.00	100	0.00	0.00
10	Ext CW - Labor	44,070.00	44,070.00	0.00	0.00	44,070.00	100	0.00	0.00
11	Hardware - Material	81,238.00	81,238.00	0.00	0.00	81,238.00	100	0.00	0.00
12	Hardware - Labor	5,460.00	5,460.00	0.00	0.00	5,460.00	100	0.00	0.00
13	Exterior Glazing - Material	138,967.00	138,967.00	0.00	0.00	138,967.00	100	0.00	0.00
14	Exterior Glazing - Labor	31,676.00	31,676.00	0.00	0.00	31,676.00	100	0.00	0.00
15	Interior Glazing - Material	48,714.00	48,714.00	0.00	0.00	48,714.00	100	0.00	0.00
16	Interior Glazing - Labor	20,730.00	20,730.00	0.00	0.00	20,730.00	100	0.00	0.00
17	Mirrors - Material	4,683.00	4,683.00	0.00	0.00	4,683.00	100	0.00	0.00
18	Mirrors - Labor	2,800.00	2,800.00	0.00	0.00	2,800.00	100	0.00	0.00
19	Equipment	16,020.00	16,020.00	0.00	0.00	16,020.00	100	0.00	0.00
20	Closeouts	2,350.00	2,350.00	0.00	0.00	2,350.00	100	0.00	0.00
21	Change Order #1 (PR-001)	-3,823.00	-3,823.00	0.00	0.00	-3,823.00	100	0.00	0.00
22	Change Order #2 (PCO-023)	1,743.00	1,743.00	0.00	0.00	1,743.00	100	0.00	0.00
	Window Frit								
23	Change Order #3(PCO-046)	9,757.00	9,757.00	0.00	0.00	9,757.00	100	0.00	0.00
	Added operators								
24	Change Order #4(PCO-064)	438.00	438.00	0.00	0.00	438.00	100	0.00	0.00
	Column wrap								
25	Change Order #5 Added	3,870.00	3,870.00	0.00	0.00	3,870.00	100	0.00	0.00
	Temp glazing								
26	Change Order #6 PCO/CE #95	5,772.00	5,772.00	0.00	0.00	5,772.00	100	0.00	0.00
	Totals	744,283.00	744,283.00	0.00	0.00	744,283.00	100	0.00	0.00



AIA Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
Fitch Family Indoor Aquatic Center
115 North Elm Avenue
Ames, IA 50010

TO OWNER: *(Name and address)*
City of Ames, Iowa
515 Clark Avenue
Ames, IA 50010

ARCHITECT'S PROJECT NUMBER:
#R3004.472.01
CONTRACT FOR:
BP No. 08-1 – Entrance, Storefront,
Curtainwall, & Glazing Work
(PO #62943)
CONTRACT DATED:
February 14, 2024

OWNER: []
ARCHITECT: []
CONTRACTOR: []
SURETY: []
OTHER: []

STATE OF: Iowa
COUNTY OF: Story

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment.
Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment [] Yes [X] No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Orning Glass Company, Inc.
114 Sumner Avenue
Ames, IA 50010-6668

CONTRACTOR'S Authorized Representative *(Signature)*

Kevin Orr General manager
(Printed name and title)

6/25/26
Date

Subscribed and sworn to before me on this date

6/25/2026

Notary Public
My Commission Expires:

Amy Theilen
8-18-2027





AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No: 100200763

PROJECT: <i>(Name and address)</i> Fitch Family Indoor Aquatic Center	ARCHITECT'S PROJECT NUMBER: #R3004.472.01	OWNER: ☒
115 North Elm Avenue Ames, IA 50010	CONTRACT FOR: Bid Package No. 08-1 – Entrance, Storefront, Curtainwall & Glazing Work (PO #62943)	ARCHITECT: ☐
		CONTRACTOR: ☐
		SURETY: ☐
TO OWNER: <i>(Name and address)</i> City of Ames 515 Clark Avenue, Ames, IA 50010	CONTRACT DATED: February 14, 2024	OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

, SURETY,

on bond of

(Insert name and address of Contractor)

Orning Glass Company, Inc.
114 Sumner Avenue
Ames, IA 50010-6668

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

City of Ames
515 Clark Avenue
Ames, IA 50010

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **June 25, 2026**

(Insert in writing the month followed by the numeric date and year.)

Merchants National Bonding, Inc.

(Surety)

Jamie Gifford
(Signature of authorized representative)

Attest:

(Seal)

Zach Fuller

Jamie Gifford, Attorney-in-Fact

(Printed name and title)



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User Notes:

(1466710072)

MERCHANTS

BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Connor Oberg; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minutillo; Mark R DeWitt; Mark Sweigart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; Zach Fuller

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March, 2026.



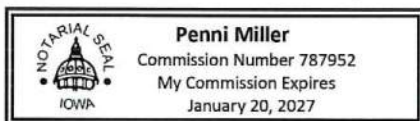
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of March, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

[Signature]

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of June, 2026.



Elisabeth Sandersfeld
Secretary

Acknowledgement of Insurance Continuation

Project: **Fitch Family Indoor Aquatic Center**
115 North Elm Avenue
Ames, IA 50010

Owner: **City of Ames**
515 Clark Avenue
Ames, IA 50010

Contractor & Bid Package: **Orning Glass Company, Inc.**
Bid Package No. 08-1 – Entrance, Storefront, Curtainwall, & Glazing Work
114 Sumner Avenue
Ames, IA 50010-6668

We hereby state that insurance required by the Contract Documents will remain in force after final payment and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Furthermore, we know of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents and that completed operations coverage will be maintained until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

CONTRACTOR SIGNATURE:

By:  Kevin Orr Date: 6/25/26

Printed Name: Kevin Orr



Application for Payment #14

Submitted To: CITY OF AMES Project Address: 115 N. Elm Ames IA 50010 Project Architect: RDG Planning and Design Project #R3004.742.01	Contractor: Hilsabeck Schact Inc BP 09-1 (PO# 062944) 617 South 19th Street West Des Moines, IA 50265 US Job: Fitch Family Aquatic 6246	Period To: 7/31/2026 Payment Due: 8/1/2026 Contract Date: 1/9/2024 Contract #: 1
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1. ORIGINAL CONTRACT SUM:	\$519,250.00
2. Net Change by Change Orders:	\$24,850.00
3. Contract Sum to Date (1+2):	\$544,100.00
4. Total Completed and Stored To Date (Column G on Page 2):	\$544,100.00
5. Retainage	
a. 0% of Completed Work:	\$0.00
b. 0% of Stored Materials:	\$0.00
6. Total Earned Less Retainage (4-5):	\$544,100.00
7. LESS Previous Applications for Payment:	\$516,895.00
8. Current Payment Due:	\$27,205.00
9. Balance to Finish, Including Retainage (3-6):	\$0.00

CHANGE ORDER SUMMARY:	Additions	Deductions
Changes Approved in Previous Periods:	\$28,480.00	(\$3,630.00)
Changes Approved This Period:	\$0.00	\$0.00
Totals:	\$28,480.00	(\$3,630.00)
Net Changes by Change Order:	\$24,850.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Applications for Payment were issued and payments received, and that current payment shown herein is now due.

Contractor: Hilsabeck Schact Inc

By: 126-Matt Brown Date: 7/1/2026

State of Iowa County of Polk

Subscribed and sworn to me this 1st day of July 2024

Notary Public My Commission Expires: JOSEPH LEE NALL Commission Number 865686 My Commission Expires June 26, 2028

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified: \$

Construction Manager:

By: Date:

Architect:

By: Date:

CONTINUATION SHEET

A	B	C	D	E	F	G	H	I	
Item	Description of Work	Scheduled Value	Work Completed		Materials Stored	Total Completed and Stored to Date	%	Balance to Finish	Retainage
			Previously	This Period					
1	Cold Formed Metal Framing (M)	\$7,720.00	\$7,720.00	\$0.00	\$0.00	\$7,720.00	100.00%	\$0.00	\$0.00
2	Cold Formed Metal Framing-(L)	\$9,460.00	\$9,460.00	\$0.00	\$0.00	\$9,460.00	100.00%	\$0.00	\$0.00
3	Non-Structural Metal Framing-(M)	\$33,020.00	\$33,020.00	\$0.00	\$0.00	\$33,020.00	100.00%	\$0.00	\$0.00
4	Non-Structural Metal Framing-(L)	\$49,140.00	\$49,140.00	\$0.00	\$0.00	\$49,140.00	100.00%	\$0.00	\$0.00
5	Synthetic Plaster-(M)	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.00%	\$0.00	\$0.00
6	Synthetic Plaster-(L)	\$1,890.00	\$1,890.00	\$0.00	\$0.00	\$1,890.00	100.00%	\$0.00	\$0.00
7	Plaster & Gypsum Board-(M)	\$49,190.00	\$49,190.00	\$0.00	\$0.00	\$49,190.00	100.00%	\$0.00	\$0.00
8	Plaster & Gypsum Board-(L)	\$118,790.00	\$118,790.00	\$0.00	\$0.00	\$118,790.00	100.00%	\$0.00	\$0.00
9	Sheathing-(M)	\$2,070.00	\$2,070.00	\$0.00	\$0.00	\$2,070.00	100.00%	\$0.00	\$0.00
10	Sheathing-(L)	\$2,250.00	\$2,250.00	\$0.00	\$0.00	\$2,250.00	100.00%	\$0.00	\$0.00
11	Thermal Insulation-(M)	\$1,450.00	\$1,450.00	\$0.00	\$0.00	\$1,450.00	100.00%	\$0.00	\$0.00
12	Thermal Insulation-(L)	\$960.00	\$960.00	\$0.00	\$0.00	\$960.00	100.00%	\$0.00	\$0.00
13	ACT Joint Sealant-(M)	\$620.00	\$620.00	\$0.00	\$0.00	\$620.00	100.00%	\$0.00	\$0.00
14	ACT Joint Sealant-(L)	\$1,950.00	\$1,950.00	\$0.00	\$0.00	\$1,950.00	100.00%	\$0.00	\$0.00
15	Rough Carpentry-(M)	\$450.00	\$450.00	\$0.00	\$0.00	\$450.00	100.00%	\$0.00	\$0.00
16	Rough Carpentry-(L)	\$1,260.00	\$1,260.00	\$0.00	\$0.00	\$1,260.00	100.00%	\$0.00	\$0.00
17	ACT Ceiling-(M)	\$22,870.00	\$22,870.00	\$0.00	\$0.00	\$22,870.00	100.00%	\$0.00	\$0.00
18	ACT Ceiling-(L)	\$10,630.00	\$10,630.00	\$0.00	\$0.00	\$10,630.00	100.00%	\$0.00	\$0.00
19	Paint & Coating-(M)	\$21,060.00	\$21,060.00	\$0.00	\$0.00	\$21,060.00	100.00%	\$0.00	\$0.00
20	Paint & Coating-(L)	\$114,330.00	\$114,330.00	\$0.00	\$0.00	\$114,330.00	100.00%	\$0.00	\$0.00
21	High Performance Coating-(M)	\$9,250.00	\$9,250.00	\$0.00	\$0.00	\$9,250.00	100.00%	\$0.00	\$0.00
22	High Performance Coating-(L)	\$36,550.00	\$36,550.00	\$0.00	\$0.00	\$36,550.00	100.00%	\$0.00	\$0.00
23	Sound Absorbing Ceiling Units-(M)	\$11,400.00	\$11,400.00	\$0.00	\$0.00	\$11,400.00	100.00%	\$0.00	\$0.00
24	Sound Absorbing Ceiling Units-(L)	\$4,550.00	\$4,550.00	\$0.00	\$0.00	\$4,550.00	100.00%	\$0.00	\$0.00
25	Performance Bond	\$7,640.00	\$7,640.00	\$0.00	\$0.00	\$7,640.00	100.00%	\$0.00	\$0.00

Change Orders

26	CO #1 Wet Room Door Change	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
27	CO #2 Door 115A Change to FRP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
28	CO #3 Drywall at Donor Wall	\$3,557.00	\$3,557.00	\$0.00	\$0.00	\$3,557.00	100.00%	\$0.00	\$0.00
29	CO #4 Site Signage	(\$350.00)	(\$350.00)	\$0.00	\$0.00	(\$350.00)	100.00%	\$0.00	\$0.00
30	CO #5 Gypsum Board Assembly, Acoustical Ceiling, Paint & Coating Work	\$2,598.00	\$2,598.00	\$0.00	\$0.00	\$2,598.00	100.00%	\$0.00	\$0.00
31	CO #6 Omit Painting Mech Rms 111-112	(\$3,280.00)	(\$3,280.00)	\$0.00	\$0.00	(\$3,280.00)	100.00%	\$0.00	\$0.00



Application for Payment #14

32	CO #7 Top of Wellness Precast South	\$3,808.00	\$3,808.00	\$0.00	\$0.00	\$3,808.00	100.00%	\$0.00	\$0.00
33	CO #8	\$3,656.00	\$3,656.00	\$0.00	\$0.00	\$3,656.00	100.00%	\$0.00	\$0.00
34	CO #9	\$599.00	\$599.00	\$0.00	\$0.00	\$599.00	100.00%	\$0.00	\$0.00
35	CO #010	\$1,212.00	\$1,212.00	\$0.00	\$0.00	\$1,212.00	100.00%	\$0.00	\$0.00
36	CO #011	\$2,507.00	\$2,507.00	\$0.00	\$0.00	\$2,507.00	100.00%	\$0.00	\$0.00
37	CO #12	\$967.00	\$967.00	\$0.00	\$0.00	\$967.00	100.00%	\$0.00	\$0.00
38	CO #13	\$1,777.00	\$1,777.00	\$0.00	\$0.00	\$1,777.00	100.00%	\$0.00	\$0.00
39	CO #14	\$7,799.00	\$7,799.00	\$0.00	\$0.00	\$7,799.00	100.00%	\$0.00	\$0.00
GRAND TOTALS		\$544,100.00	\$544,100.00	\$0.00	\$0.00	\$544,100.00	100.00%	\$0.00	\$0.00



AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Fitch Family Indoor Aquatic Center 115 North Elm Avenue Ames, IA 50010	ARCHITECT'S PROJECT NUMBER: #R3004.472.01 CONTRACT FOR: BP No. 09-1 – Gypsum Board Assembly, Acoustical Ceiling, Paint & Coating Work (PO #62944) CONTRACT DATED: February 14, 2024	OWNER: [] ARCHITECT: [] CONTRACTOR: [] SURETY: [] OTHER: []
TO OWNER: <i>(Name and address)</i> City of Ames, Iowa 515 Clark Avenue Ames, IA 50010		

STATE OF: Iowa
COUNTY OF: Story

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment.
 Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
 Indicate Attachment [] Yes [X] No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR:*(Name and address)*

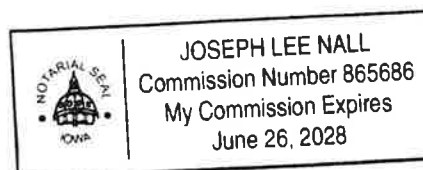
Hilsabeck Schacht, Inc.
 617 S 29th Street
 West Des Moines, IA 50265


CONTRACTOR'S Authorized Representative*(Signature)*
 Matt Brown Project Manager
(Printed name and title)
 2-1-26
 Date

Subscribed and sworn to before me on this date:

7/1/26

 Notary Public:
 My Commission Expires:





AIA®

Document G707™ – 1994

Consent of Surety to Final Payment

Bond No. 100200765

PROJECT: *(Name and address)*

Fitch Family Indoor Aquatic Center

115 North Elm Avenue
Ames, IA 50010

ARCHITECT'S PROJECT NUMBER:

#R3004.472.01

CONTRACT FOR:

BP No. 09-1 – Gypsum Board Assembly,
Acoustical Ceiling, Paint & Coating Work
(PO #62944)

CONTRACT DATED:

February 14, 2024

OWNER: []

ARCHITECT: []

CONTRACTOR: []

SURETY: []

OTHER: []

TO OWNER: *(Name and address)*

City of Ames, Iowa
515 Clark Avenue
Ames, IA 50010

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Merchant's National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306-3498

on bond of

(Insert name and address of Contractor)

Hilsabeck Schacht, Inc.
617 S 19th Street
West Des Moines, IA 50265

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Ames, Iowa
515 Clark Avenue
Ames, IA 50010

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **July 1, 2026**
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):

Jamie Gifford

Merchants National Bonding, Inc.

SURETY *(Signature)*

Sara Huston, Attorney-in- Fact

(Printed name and title)



MERCHANTS

BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Connor Oberg; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minuttillo; Mark R DeWitt; Mark Sweigart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; Zach Fuller

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March, 2026.



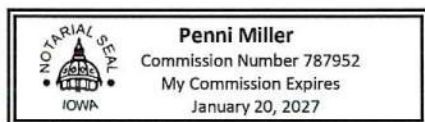
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of March, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

[Signature]

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of July, 2026.



Elisabeth Sandersfeld
Secretary

Acknowledgement of Insurance Continuation

Project: **Fitch Family Indoor Aquatic Center**
115 N Elm Street
Ames, IA 50010

Owner: **City of Ames**
515 Clark Avenue
Ames, IA 50010

Contractor & Bid Package: **Hilsabeck Schacht, Inc.**
BP No. 09-1 – Gypsum Board Assembly, Acoustical Ceiling, Paint & Coating
617 S 19th Street
West Des Moines, IA 50265

We hereby state that insurance required by the Contract Documents will remain in force after final payment and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Furthermore, we know of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents and that completed operations coverage will be maintained until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

CONTRACTOR SIGNATURE:

By:  Date: 07/01/2026

Printed Name: Matt Brown

Application and Certificate For Payment

Page 1

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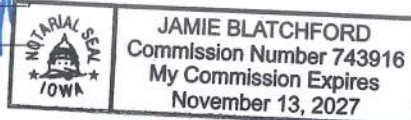
To Owner: City of Ames 515 Clark Ave Ames, IA 50010	Project: Fitch Family Aquatic Ctr 115 N Elm Ave Ames, IA 50010	Application No: 25 Date: 05/04/2026 Period To: 05/04/26 Architect's Project No: RDG Planning and Design R#3004.472.01 Contract Date:
From (Contractor): Sande Construction & Supply 1111 16th Ave N Humboldt, IA 50548	Contractor Job Number: 24-1829 Via (Architect):	
Phone: 515 332-2021	Contract For: BP 13-1 PO#062945	

Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner	9,075.30	-6,726.30
Number Date Approved Change orders approved this month		
Totals		
Net change by change orders	2,349.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: [Signature]
 By: [Signature] Date: 5/4/26
 State of: Iowa County of: Humboldt
 Subscribed and sworn to before me this 4 day of May
2026 (year). Notary public: [Signature]
 My commission expires 11.13.27



Original contract sum	4,326,187.00
Net change by change orders	2,349.00
Contract sum to date	4,328,536.00
Total completed and stored to date	4,328,536.00
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	4,328,536.00
Less previous certificates of payment	4,112,908.15
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	215,627.85
Balance to finish, including retainage	0.00

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ _____

Architect:

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certificate For Payment -- page 2

To Owner: City of Ames
 From (Contractor): Sande Construction & Supply
 Project: Fitch Family Aquatic Ctr

Application No: 25 Date: 05/04/26 Period To: 05/04/26
 Contractor's Job Number: 24-1829
 Architect's Project No:

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
01	Bonds	42,000.00	42,000.00	0.00	0.00	42,000.00	100.00	0.00	0.00	
02	Mobil/Demobilization	51,351.00	51,351.00	0.00	0.00	51,351.00	100.00	0.00	0.00	
03	Submittals	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00	0.00	0.00	
04	PM/Admin/Super	200,590.00	200,590.00	0.00	0.00	200,590.00	100.00	0.00	0.00	
05	Temp Protection	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	0.00	
06	Closeout	22,000.00	19,800.00	2,200.00	0.00	22,000.00	100.00	0.00	0.00	
07	Excavation	106,981.00	106,981.00	0.00	0.00	106,981.00	100.00	0.00	0.00	
08	Back Fill	268,231.00	268,231.00	0.00	0.00	268,231.00	100.00	0.00	0.00	
09	Reinforcing	166,692.00	166,692.00	0.00	0.00	166,692.00	100.00	0.00	0.00	
10	Surge tank	83,136.00	83,136.00	0.00	0.00	83,136.00	100.00	0.00	0.00	
11	Lap Pool	210,801.00	210,801.00	0.00	0.00	210,801.00	100.00	0.00	0.00	
12	Rec. pool	112,416.00	112,416.00	0.00	0.00	112,416.00	100.00	0.00	0.00	
13	Wellness Pool	81,525.00	81,525.00	0.00	0.00	81,525.00	100.00	0.00	0.00	
14	Slide footings	105,367.00	105,367.00	0.00	0.00	105,367.00	100.00	0.00	0.00	
15	Pool deck	204,341.00	204,341.00	0.00	0.00	204,341.00	100.00	0.00	0.00	
16	Pool Deck Equip.	194,400.00	194,400.00	0.00	0.00	194,400.00	100.00	0.00	0.00	
17	WaterSlide	243,830.00	243,830.00	0.00	0.00	243,830.00	100.00	0.00	0.00	
18	Play Nuk	142,191.00	142,191.00	0.00	0.00	142,191.00	100.00	0.00	0.00	
19	Sealant	16,650.00	16,650.00	0.00	0.00	16,650.00	100.00	0.00	0.00	
20	Sandblasting	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00	0.00	0.00	
21	Paint Material	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00	0.00	0.00	
22	Paint Labor	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00	0.00	0.00	
23	Pool Pipe Mat.	536,000.00	536,000.00	0.00	0.00	536,000.00	100.00	0.00	0.00	
24	Pool Pipe Labor	198,389.00	198,389.00	0.00	0.00	198,389.00	100.00	0.00	0.00	
25	Mech. Equip.M	546,000.00	546,000.00	0.00	0.00	546,000.00	100.00	0.00	0.00	
26	Mech. Equip L	397,000.00	397,000.00	0.00	0.00	397,000.00	100.00	0.00	0.00	

Application and Certificate For Payment -- page 3

To Owner: City of Ames
 From (Contractor): Sande Construction & Supply
 Project: Fitch Family Aquatic Ctr

Application No: 25 Date: 05/04/26 Period To: 05/04/26
 Contractor's Job Number: 24-1829
 Architect's Project No:

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
27	Pool Structure M	32,000.00	32,000.00	0.00	0.00	32,000.00	100.00	0.00	0.00	
28	Pool Structure L	32,000.00	32,000.00	0.00	0.00	32,000.00	100.00	0.00	0.00	
29	Trench Drain M	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00	0.00	0.00	
30	Trench Drain L	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	0.00	
31	Alt. 03 Tile	74,296.00	74,296.00	0.00	0.00	74,296.00	100.00	0.00	0.00	
32	Change Order 1 Billing Total	1,370.00	1,370.00	0.00	0.00	1,370.00	100.00	0.00	0.00	
33	Change Order 02 Billing Total	2,692.00	2,692.00	0.00	0.00	2,692.00	100.00	0.00	0.00	
34	Change Order 03 Billing Total	4,744.00	4,744.00	0.00	0.00	4,744.00	100.00	0.00	0.00	
35	CO04 Emergency Stop Billing Total	269.00	269.00	0.00	0.00	269.00	100.00	0.00	0.00	
36	CO05 Billing Total	-3,685.00	-3,685.00	0.00	0.00	-3,685.00	100.00	0.00	0.00	
37	CO06 Billing Total	-3,041.00	0.00	-3,041.00	0.00	-3,041.00	100.00	0.00	0.00	
Application Total		4,328,536.00	4,329,377.00	-841.00	0.00	4,328,536.00	100.00	0.00	0.00	

AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Fitch Family Indoor Aquatic Center 115 North Elm Avenue Ames, IA 50010 TO OWNER: <i>(Name and address)</i> City of Ames, Iowa 515 Clark Avenue Ames, IA 50010	ARCHITECT'S PROJECT NUMBER: #R3004.472.01 CONTRACT FOR: BP No. 13-1 - Swimming Pool Work (PO #62945) CONTRACT DATED: February 14, 2024	OWNER: [] ARCHITECT: [] CONTRACTOR: [] SURETY: [] OTHER: []
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STATE OF: Iowa
COUNTY OF: Story

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment.
Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.
Indicate Attachment [] Yes [X] No

The following supporting documents should be attached hereto if required by the Owner:

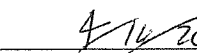
- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Sande Construction & Supply Co., Inc.
 1111 16th Avenue North
 Humbolt, IA 50548


 CONTRACTOR'S Authorized Representative (Signature)

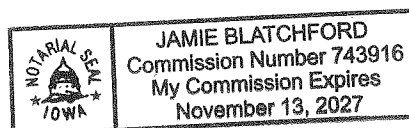
Joel Armitage - President
 (Printed name and title)


 Date

Subscribed and sworn to before me on this date:

June 2nd, 2024

Notary Public: 
 My Commission Expires 11.13.27





AIA

Document G707™ – 1994

Consent of Surety to Final Payment

Bond No. 54257980

PROJECT: (Name and address)

Fitch Family Indoor Aquatic Center

115 North Elm Avenue
Ames, IA 50010

ARCHITECT'S PROJECT NUMBER:

#R3004.472.01

CONTRACT FOR:

BP No. 13-1 - Swimming Pool Work
(PO #62945)

CONTRACT DATED:

February 14, 2024

OWNER: []

ARCHITECT: []

CONTRACTOR: []

SURETY: []

OTHER: []

TO OWNER: (Name and address)

City of Ames, Iowa
515 Clark Avenue
Ames, IA 50010

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

United Fire & Casualty Company
PO Box 73909
Cedar Rapids, IA 52407-3909

, SURETY,

on bond of

(Insert name and address of Contractor)

Sande Construction & Supply Co., Inc.
1111 16th Avenue N
Humbolt, IA 50548

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Ames, Iowa
515 Clark Avenue
Ames, IA 50010

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **April 16, 2026**

(Insert in writing the month followed by the numeric date and year.)

United Fire & Casualty Company

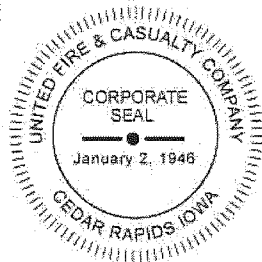
SURETY (Signature)

Sara Huston, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):

Kate Zanders





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at

UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
telephone (800) 343-9130 or email surety@unitedfiregroup.com

THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim, please contact us at surety@unitedfiregroup.com

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAY D. FREIERMUTH, BRIAN M. DEIMERLY, ANNE CROWNER, TIM MCCULLOH, DIONE R. YOUNG, MICHELLE GRUIS,
SETH D. ROOKER, SARA HUSTON, SHELBY GREINER, JOHN CORD, KATE ZANDERS, JAMIE GIFFORD, ZACHARY R.
FULLER, CAMERON BURT, JOEY FALK, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effective until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

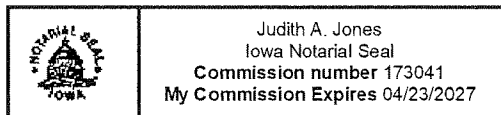
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 30th day of March, 2026.



By: *Kyanna M. Saylor*
Kyanna M. Saylor, Vice President of
United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:

On this 30th day of March, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY, the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Notary Public: *Judith A. Jones*
My commission expires: 04/23/2027

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of each said Company this 16th day of April, 2026.



By: *Mary A. Bertsch*
Mary A. Bertsch, Assistant Secretary of
United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

Acknowledgement of Insurance Continuation

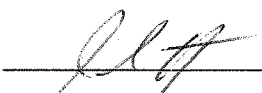
Project: **Fitch Family Indoor Aquatic Center**
115 N Elm Avenue
Ames, IA

Owner: **City of Ames**
515 Clark Avenue
Ames, IA 50010

Contractor & Bid Package: **Sande Construction & Supply Co.**
BP No. 13-1 – Swimming Pool Work
1111 16th Avenue N
Humbolt, IA 50548

We hereby state that insurance required by the Contract Documents will remain in force after final payment and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Furthermore, we know of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents and that completed operations coverage will be maintained until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

CONTRACTOR SIGNATURE:

By:  Date: 9/16/26

Printed Name: Joel Armitage

APPLICATION AND CERTIFICATION FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

Page 1 of 2

TO OWNER: City of Ames
515 Clark Avenue
Ames, Iowa 50010

PROJECT: Fitch Family Indoor Aquatic Ct APPLICATION NO: 24120108-R
115 North Elm Avenue **Retainage**
Ames, Iowa

PERIOD TO: 02/28/26

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR:

Midwest Auto Fire Sprinkler
2001 DeWolf Street
Des Moines, Iowa 50316

VIA ARCHITECT: _____

Purchase Order # 062946**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 130,100.00
2. NET CHANGES by Change Orders (see box below)	\$ (700.00)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 129,400.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 129,400.00
5. RETAINAGE:	
a. _____ % of Completed Work	\$ -
(Column D + E on G703)	
b. <u>0</u> % of Stored Material	
(Column F on G703)	
TOTAL Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 129,400.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 122,930.00
8. CURRENT PAYMENT DUE (Line 6 Less Line 7)	\$ 6,470.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6 = Totals in Columns H + I of G703))	\$ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		(\$700.00)
Total approved this Month		
TOTALS		(\$700.00)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Midwest Automatic Fire Sprinkler Company

By: Jerry L. Bernholtz Date: February 17, 2026
 Jerry L. Bernholtz, President

State of:
 County Of:
 Subscribed and sworn to before

me this 17 day of February, 2026Notary Public: Sarah Beth Phillips

My Commission Expires: December 24, 2028

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$
 (Attached explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the continuation sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ BY: _____

This Certificate is not negotiable THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G703

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

APPLICATION NO: 24120108-R

APPLICATION DATE: 02/17/26

In tabulations below, amounts are stated to the nearest dollar.

PERIOD FROM: 12/01/25

Use Column 1 on Contracts where variable retainage for line items may apply.

PERIOD TO: 02/28/26

PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK (List out labor, materials and services)	SCHEDULED VALUE (from contracts & change orders)	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% COMPLETE (G ÷ C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E from last Continuation sheet)	THIS PERIOD					
1	Material	\$ 39,034.00	\$ 39,034.00	\$ -	\$ -	\$ 39,034.00	100%	\$ -	\$ -
2	Labor	\$ 83,192.00	\$ 83,192.00	\$ -	\$ -	\$ 83,192.00	100%	\$ -	\$ -
3	Engineering	\$ 7,274.00	\$ 7,274.00	\$ -	\$ -	\$ 7,274.00	100%	\$ -	\$ -
4	Performance & Payment Bond	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ 600.00	100%	\$ -	\$ -
5	CCO #001 Deudct	\$ (700.00)	\$ (700.00)	\$ -	\$ -	\$ (700.00)	100%	\$ -	\$ -
	GRAND TOTALS	\$129,400.00	\$129,400.00	\$0.00	\$0.00	\$129,400.00	100%	\$0.00	\$0.00

**AIA****Document G706® – 1994****Contractor's Affidavit of Payment of Debts and Claims**

PROJECT: *(Name and address)*
 Fitch Family Indoor Aquatic Center
 115 North Elm Avenue
 Ames, IA 50010

TO OWNER: *(Name and address)*
 City of Ames, Iowa
 515 Clark Avenue
 Ames, IA 50010

ARCHITECT'S PROJECT NUMBER:
 #R3004.472.01
CONTRACT FOR:
 BP No. 21-1 – Fire Suppression Systems
 Work
 (PO #62946)
CONTRACT DATED:
 February 14, 2024

OWNER: []
ARCHITECT: []
CONTRACTOR: []
SURETY: []
OTHER: []

STATE OF: Iowa
COUNTY OF: Story

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

**SUPPORTING DOCUMENTS ATTACHED
 HERETO:**

- Consent of Surety to Final Payment.
 Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
 Indicate Attachment [] Yes [X] No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Midwest Automatic Fire Sprinkler Company
 2001 DeWolf Street
 Des Moines, IA 50316

CONTRACTOR'S Authorized Representative *(Signature)*

Jerry Bernholtz, President

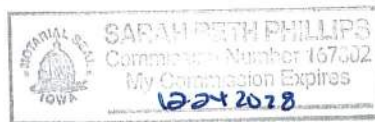
(Printed name and title)

June 3, 2026

Date

Subscribed and sworn to before me on this date: 06-03-2026

Notary Public:
 My Commission Expires: 12-24-2028





AIA[®] Document G707[™] – 1994

Consent of Surety to Final Payment

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER: []
Fitch Family Indoor Aquatic Center	#R3004.472.01	ARCHITECT: []
115 North Elm Avenue	CONTRACT FOR:	CONTRACTOR: []
Ames, IA 50010	BP No. 21-1 – Fire Suppression Systems Work	SURETY: []
	(PO #62946)	OTHER: []
	CONTRACT DATED:	
	February 14, 2024	

TO OWNER: (Name and address)

City of Ames, Iowa
515 Clark Avenue
Ames, IA 50010

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

United Fire & Casualty Company
118 Second Avenue SE
Cedar Rapids, IA 52407

, SURETY,

on bond of

(Insert name and address of Contractor)

Midwest Automatic Fire Sprinkler Company
2001 DeWolf Street
Des Moines, IA 50316

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Ames, Iowa
515 Clark Avenue
Ames, IA 50010

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 3, 2026
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):

Chelsea Papp

Miah Kienholz

SURETY (Signature)

Miah Kienholz Attorney-in-Fact

(Printed name and title)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CONNOR LEMON, LUCAS SIEL, JASON FOMENKO, BRENDA TROGDON, ALEX ADAIR, KEVIN DUPUY, MIAH KIENHOLZ, JACK OLSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 30th day of January, 2027 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

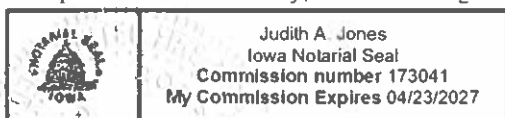
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 30th day of January, 2025

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: 
 Vice President

State of Iowa, County of Linn, ss:

On 30th day of January, 2025, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

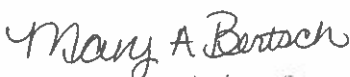



 Notary Public
 My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 3rd day of June, 2026



By: 
 Assistant Secretary,
 UF&C & UF&I & FPIC

Acknowledgement of Insurance Continuation

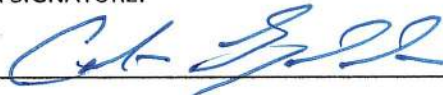
Project: **Fitch Family Indoor Aquatic Center**
115 N Elm Avenue
Ames, IA 50010

Owner: **City of Ames**
515 Clark Avenue
Ames, IA 50010

Contractor & Bid Package: **Midwest Automatic Fire Sprinkler Company**
BP No. 21-1 – Fire Suppression Systems Work
2001 DeWolf Street
Des Moines, IA 50316

We hereby state that insurance required by the Contract Documents will remain in force after final payment and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Furthermore, we know of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents and that completed operations coverage will be maintained until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

CONTRACTOR SIGNATURE:

By:  Date: 06-03-2026

Printed Name: Colin Lyddon

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER: City of Ames, Ames, Iowa

PROJECT: FFIAC

APPLICATION NO: 9

Distribution to:

115 N. Elm
Ames, IA 50010

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 6.30.26

FROM CONTRACTOR:

VIA ARCHITECT: RDG Planning and Design

Lakeside Contractors BP 32-1 PO#062950

2232 229th Place

Ames, IA 50014

CONTRACT FOR:

PROJECT NOS: RDG Planning and Design Project #3004.472.1

CONTRACT DATE

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	351,588.00
2. Net change by Change Orders	\$	32,538.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	384,126.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	384,126.00
5. RETAINAGE:		
a. 5.00% % of Completed Work (Column D + E on G703)	\$	0.00
b. 0.00% % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	384,126.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$364,919.70
8. CURRENT PAYMENT DUE	\$	19,206.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

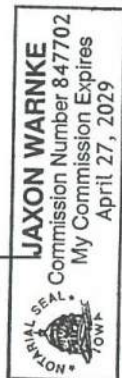
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$32,538.00	
Total approved this Month		
TOTALS	\$32,538.00	\$0.00
NET CHANGES by Change Order	\$32,538.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 6.29.26

State of: Iowa County of: Boone
Subscribed and sworn to before me this 29 day of June
Notary Public: [Signature]
My Commission expires: April 27, 2027



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION NO: 8

APPLICATION DATE: 6.25.26

PERIOD TO: 6.30.26

ARCHITECT'S PROJECT NO:
RDG Planning & Design, Proj#3004.472.1

[illegible]

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Fitch Family Indoor Aquatic Center 115 North Elm Avenue Ames, IA 50010	ARCHITECT'S PROJECT NUMBER: #R3004.472.01 CONTRACT FOR: BP No 32-1 – Paving & Sidewalk Work (PO #62950) CONTRACT DATED: February 14, 2024	OWNER: [] ARCHITECT: [] CONTRACTOR: [] SURETY: [] OTHER: []
TO OWNER: <i>(Name and address)</i> City of Ames, Iowa 515 Clark Avenue Ames, IA 50010		

STATE OF: Iowa
COUNTY OF: Story

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment.
Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment [] Yes [X] No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Lakeside Contractors, LLC
2232 229th Place
Ames, IA 50010



CONTRACTOR'S Authorized Representative (Signature)

Beau Klafke P.M.

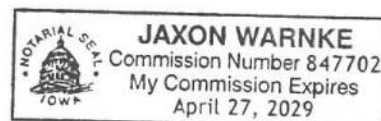
(Printed name and title)

6.29.26

Date

Subscribed and sworn to before me on this date: 6.29.26

Notary Public: 
My Commission Expires: April 27, 2029





AIA Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*

Fitch Family Indoor Aquatic Center

115 North Elm Avenue
Ames, IA 50010

ARCHITECT'S PROJECT NUMBER:

#R3004.472.01

CONTRACT FOR:

BP No 32-1 – Paving & Sidewalk Work
(PO #62950)

CONTRACT DATED:

February 14, 2024

OWNER: []

ARCHITECT: []

CONTRACTOR: []

SURETY: []

OTHER: []

TO OWNER: *(Name and address)*

City of Ames, Iowa
515 Clark Avenue
Ames, IA 50010

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Old republic Surety Company
445 South Moorland Road, Suite 200
Brookfield, WI 53005

on bond of

(Insert name and address of Contractor)

Lakeside Contractors, LLC
2232 229th Place
Ames, IA 50010

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

City of Ames, Iowa
515 Clark Avenue
Ames, IA 50010

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

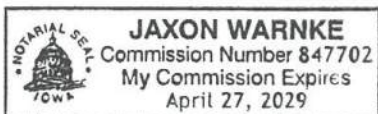
Attest:
(Seal):



SURETY (Signature)

Sean Klaffke P.M.

(Printed name and title)





Acknowledgement of Insurance Continuation

Project: Fitch Family Indoor Aquatic Center
115 N Elm Avenue
Ames, IA 50050

Owner: City of Ames
515 Clark Avenue
Ames, IA 50010

Contractor & Bid Package: Lakeside Contractors, LLC
BP No 32-1 – Paving & Sidewalk Work
2232 229th Place
Ames, IA 50010

We hereby state that insurance required by the Contract Documents will remain in force after final payment and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Furthermore, we know of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents and that completed operations coverage will be maintained until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

CONTRACTOR SIGNATURE:

By: Deau Klafke Date: 6.28.24

Printed Name: Deau Klafke

FITCH FAMILY INDOOR AQUATIC CENTER
CHANGE ORDER LOG
(As of 7/28/26)
Highlighted Rows Indicate Contractors Included In Closeout 1

Contractor	Change Order #	Description	Amount	Cumulative Total
All Star Concrete	1	Precast Enbeds Install Change Contracts	\$ 10,010	\$ 10,010
All Star Concrete	2	Increase Concrete Thickness in Maintenance Area	\$ 7,029	\$ 17,039
All Star Concrete	3	Polished Concrete Floors	\$ 22,000	\$ 39,039
All Star Concrete	4	Mechanical Equipment Relocation in Maintenance Area	\$ 7,855	\$ 46,894
All Star Concrete	5	Trench Drain Concrete Demo and Storefront Repairs Credit	\$ (2,780)	\$ 44,114
All Star Concrete	6	Paint Touch Ups Credit	\$ (2,058)	\$ 42,056
Core Construction	1	IDPH Permit Review, Precast Panel Joint Mods, Mechanical Louver Mods, Steel Lintel, Precast Enbeds Install Change Contracts	\$ 22,065	\$ 22,065
Core Construction	2	Misc. Structural Revisions & South Elevation Glazing Revised	\$ 3,979	\$ 26,044
Core Construction	3	Geared Trolley and Hoist	\$ (2,952)	\$ 23,092
Core Construction	4	Sink Countertop Brackets	\$ (1,203)	\$ 21,889
Core Construction	5	Channel Support	\$ 3,739	\$ 25,628
Core Construction	6	Hoist Beam End Stop	\$ 1,356	\$ 26,984
Forrest & Associates	1	Channel Support	\$ 1,163	\$ 1,163
Forrest & Associates	2	Unit Masonry Work Credit	\$ (600)	\$ 563
Forrest & Associates	3	Masonry Grout Fill at Benches	\$ 594	\$ 1,157
Lansink Construction	1	Wet Room Door Change, Multipurpose Room Cubbies	\$ 42,129	\$ 42,129
Lansink Construction	2	Door 115A Change to FRP	\$ 2,858	\$ 44,987
Lansink Construction	3	Interior Finishes	\$ 3,021	\$ 48,008
Lansink Construction	4	Check-In Standing Desk	\$ 3,995	\$ 52,003
Lansink Construction	5	Sink Countertop Brackets	\$ 1,639	\$ 53,642
Lansink Construction	6	Wood Blocking	\$ 752	\$ 54,394
Lansink Construction	7	Waterproof Exterior - Aquatic Mechanical	\$ 1,167	\$ 55,561
Lansink Construction	8	Converting Room 108 Shower to a Roll In Shower	\$ 2,653	\$ 58,214
Lansink Construction	9	Donor Wall	\$ 33,224	\$ 91,438
Lansink Construction	10	Additional Changing Room Tile	\$ 2,597	\$ 94,035
Lansink Construction	11	Roller Shade Add in Aquatic Manager Office	\$ 1,103	\$ 95,138
Lansink Construction	12	Folding Seats & Sanitary Dispensers	\$ 3,329	\$ 98,467
Lansink Construction	13	Stainless Steel Railing at the Water Slide	\$ 10,732	\$ 109,199
Lansink Construction	14	Vinyl Base Joint Fill & Restroom Hardware	\$ 4,680	\$ 113,879
Lansink Construction	15	Donor Wall Revisions and Contract Correction Credit	\$ (1,282)	\$ 112,597
Lansink Construction	16	Tile Repairs at Showers	\$ 2,365	\$ 114,962
Central States Roofing	1	IDPH Permit Review, Mechanical Louver Mods	\$ 1,647	\$ 1,647
Central States Roofing	2	Roofing Over Hollow Core	\$ 5,116	\$ 6,763
Orning Glass Company	1	Wet Room Door Changes	\$ (3,823)	\$ (3,823)
Orning Glass Company	2	Window Frit Revisions	\$ 1,743	\$ (2,080)
Orning Glass Company	3	Auto Door Operators	\$ 9,757	\$ 7,677
Orning Glass Company	4	Entry Way Column Metal Wrap	\$ 438	\$ 8,115
Orning Glass Company	5	Temporary Glazing	\$ 3,870	\$ 11,985
Orning Glass Company	6	Storefront Repairs	\$ 5,772	\$ 17,757
Hilsabek Schacht	1	Wet Room Door Change	\$ -	\$ -
Hilsabek Schacht	2	Door 115A Change to FRP	\$ -	\$ -
Hilsabek Schacht	3	Donor Wall Drywall	\$ 3,557	\$ 3,557
Hilsabek Schacht	4	Site Signage	\$ (350)	\$ 3,207
Hilsabek Schacht	5	Precast Pocket Covers	\$ 2,598	\$ 5,805
Hilsabek Schacht	6	Omit Painting - Mechanical Rooms	\$ (3,280)	\$ 2,525
Hilsabek Schacht	7	Close Off Top Of South Wellness Precast	\$ 3,808	\$ 6,333
Hilsabek Schacht	8	Wellness Precast Vertical Joints & Frame Top of Masonry	\$ 3,656	\$ 9,989
Hilsabek Schacht	9	Curtain Wall 12 & Metal Panels	\$ 599	\$ 10,588
Hilsabek Schacht	10	AV Media Player Touch Pads Antenna & Mic	\$ 1,212	\$ 11,800
Hilsabek Schacht	11	Folding Seat Revisions	\$ 2,507	\$ 14,307
Hilsabek Schacht	12	Miscellaneous Exterior Finishes	\$ 967	\$ 15,274
Hilsabek Schacht	13	Vinyl Base Painting of Joint Fill	\$ 1,777	\$ 17,051

Hilsabek Schacht	14	Paint Touch Ups	\$ 7,799	\$ 24,850
Sande Construction	1	IDPH Permit Review Updates	\$ 1,370	\$ 1,370
Sande Construction	2	CO2 Tank Distribution Piping	\$ 2,692	\$ 4,062
Sande Construction	3	Sump Pump Rail System and Backwash Pit Grate	\$ 4,744	\$ 8,806
Sande Construction	4	Emergency Stops Added	\$ 269	\$ 9,075
Sande Construction	5	Temporary Glazing Credit & SS Railing at Water Slide	\$ (3,685)	\$ 5,390
Sande Construction	6	Lane Line Storage Reel Credit	\$ 3,041	\$ 8,431
Midwest Fire Sprinkler	1	Omit Sprinkler Heads at Main Entry Exterior	\$ (700)	\$ (700)
Brockway Mechanical	1	Hydronic Pumps Flow Update	\$ (2,320)	\$ (2,320)
Brockway Mechanical	2	IDPH Permit Review Updates, 6" Storm Drain Relocation, Mechanical Louver Mods, Glycol Feed Dual Pump	\$ 38,702	\$ 36,382
Brockway Mechanical	3	State Requirements	\$ 12,033	\$ 48,415
Brockway Mechanical	4	Pool Trench Drain Float Alarm	\$ 2,318	\$ 50,733
Brockway Mechanical	5	Converting Room 108 Shower to a Roll In Shower	\$ 7,180	\$ 57,913
Brockway Mechanical	6	Aquatic Storage Rooms HVAC	\$ 6,626	\$ 64,539
Brockway Mechanical	7	Aquatic Storage Rooms Piping Insulation	\$ 1,141	\$ 65,680
Brockway Mechanical	8	Mechanical Equipment Relocation in Maintenance Area	\$ 44,749	\$ 110,429
Brockway Mechanical	9	Boiler E-Stop & Carbon Monoxide Detectors	\$ 404	\$ 110,833
Brockway Mechanical	10	CO2 Line Insulation	\$ 1,488	\$ 112,321
Brockway Mechanical	11	MEP Commissioning Revisions	\$ 14,340	\$ 126,661
Brockway Mechanical	12	Tile Repairs & Paint Touch Up Credit	\$ (2,755)	\$ 123,906
Van Maanen Electric	1	IDPH Permit Review Updates	\$ 21,953	\$ 21,953
Van Maanen Electric	2	Transformer Relocate	\$ 14,237	\$ 36,190
Van Maanen Electric	3	Light Fixture SWA Dimming	\$ 4,679	\$ 40,869
Van Maanen Electric	4	Exterior Signage Lighting Controls	\$ 1,007	\$ 41,876
Van Maanen Electric	5	Pool Trench Drain Float Alarm	\$ 1,356	\$ 43,232
Van Maanen Electric	6	Wiring Auto Door Operators in Corridor 108	\$ 959	\$ 44,191
Van Maanen Electric	7	ICN Connection	\$ 9,040	\$ 53,231
Van Maanen Electric	8	New Light Fixture for Vestibule & Exterior	\$ 2,411	\$ 55,642
Van Maanen Electric	9	Change TV Mounting Heights	\$ 1,049	\$ 56,691
Van Maanen Electric	10	Redo Conduit in Thickened Slab in Maintenance Area	\$ 483	\$ 57,174
Van Maanen Electric	11	AV Media Player Touch Pads Antenna & Mic	\$ 15,144	\$ 72,318
Van Maanen Electric	12	Aquatic Storage HVAC & Boiler Breaker Voltage	\$ 8,348	\$ 80,666
Van Maanen Electric	13	Distributed Antenna System Credit and Combo Starter NEMA 4	\$ (2,412)	\$ 78,254
Van Maanen Electric	14	Microwave Circuit & Flood Prevention Valve Alert	\$ 1,524	\$ 79,778
Van Maanen Electric	15	Emergency Stops Added and AV Webcast Changes	\$ 7,233	\$ 87,011
Van Maanen Electric	16	Maintenance Area, Water Slide Railing, Boiler E-Stops, Misc.	\$ 17,430	\$ 104,441
Van Maanen Electric	17	Added Power for CU-1	\$ 1,952	\$ 106,393
Van Maanen Electric	18	AV Connect to City Network & Sump Pump Rewiring Repair	\$ 4,046	\$ 110,439
Van Maanen Electric	19	Electrical, Communications, Electronic Safety, & Security Work	\$ 15,692	\$ 126,131
Van Maanen Electric	20	AV Blue Sound Media Player & PA System Voice Outputs	\$ 19,125	\$ 145,256
Con-Struct	1	Water Service Disconnect	\$ 7,747	\$ 7,747
Con-Struct	2	Building Rubble Removal	\$ 45,419	\$ 53,166
Con-Struct	3	Planting Revisions	\$ (737)	\$ 52,429
Con-Struct	4	Curb Strip Restoration	\$ 9,702	\$ 62,131
Con-Struct	5	Southeast Planting Revisions & Dormant Seed Matting	\$ 2,575	\$ 64,706
Con-Struct	6	Demolition & Earthwork Credit	\$ (642)	\$ 64,064
Iowa Pipe & Grading	1	Storm & Existing Water Utility Conflict & Sanitary Tie in at N. 2nd Ave	\$ 14,518	\$ 14,518
Lakeside	1	Site Signage	\$ 2,120	\$ 2,120
Lakeside	2	CyRide Concrete Pad	\$ 296	\$ 2,416
Lakeside	3	Replace Curb & Gutter on Oak Avenue	\$ 27,130	\$ 29,546
Lakeside	4	Lot Striping & Signs	\$ 1,817	\$ 31,363
Lakeside	5	Site Concrete Repairs	\$ 1,175	\$ 32,538
Totals / Current Balance			\$ 622,542	\$ 622,542

ITEM #:	24
DATE:	07-28-26
DEPT:	PW

COUNCIL ACTION FORM

SUBJECT: 2025/26 TRAFFIC SIGNAL PROGRAM (S. DUFF AVE & S. 3RD STREET)

BACKGROUND:

The Traffic Signal Program provides for both the replacing of older traffic signals and constructing new traffic signals across the City. **This project involved the replacement of the traffic signal at the intersection of S. Duff Ave & S. 3rd Street.** The underground work for this signal was completed in 2024 prior to the DOT's resurfacing of Highway 69. The traffic signal poles and cabinet were procured by the City separately from this contract due to long lead times to secure the hardware.

On October 28, 2025, City Council awarded the project to Iowa Signal Inc. of Grimes, Iowa in the amount of \$75,423.95. No change orders were required and construction was completed in the original contract amount. The revenues and expenses for the project are as follows:

Expenses	Amount	Revenues	Amount
Design	\$ 14,300.00		
Signal Poles	\$ 58,784.50		
Signal Cabinet	\$ 48,247.00		
Construction (this Council action)	\$ 75,423.95		
Administration	\$ 25,000.00		
		FY 25/26 Traffic Signal Program Road Use Tax	\$280,000
Totals	\$ 221,755.45		\$280,000

ALTERNATIVES:

1. Accept the 2025/26 Traffic Signal Program (S. Duff Ave & S. 3rd Street) as completed by Iowa Signal Inc. of Grimes, IA, in the amount of \$75,423.95.
2. Direct staff to pursue modifications to the project.

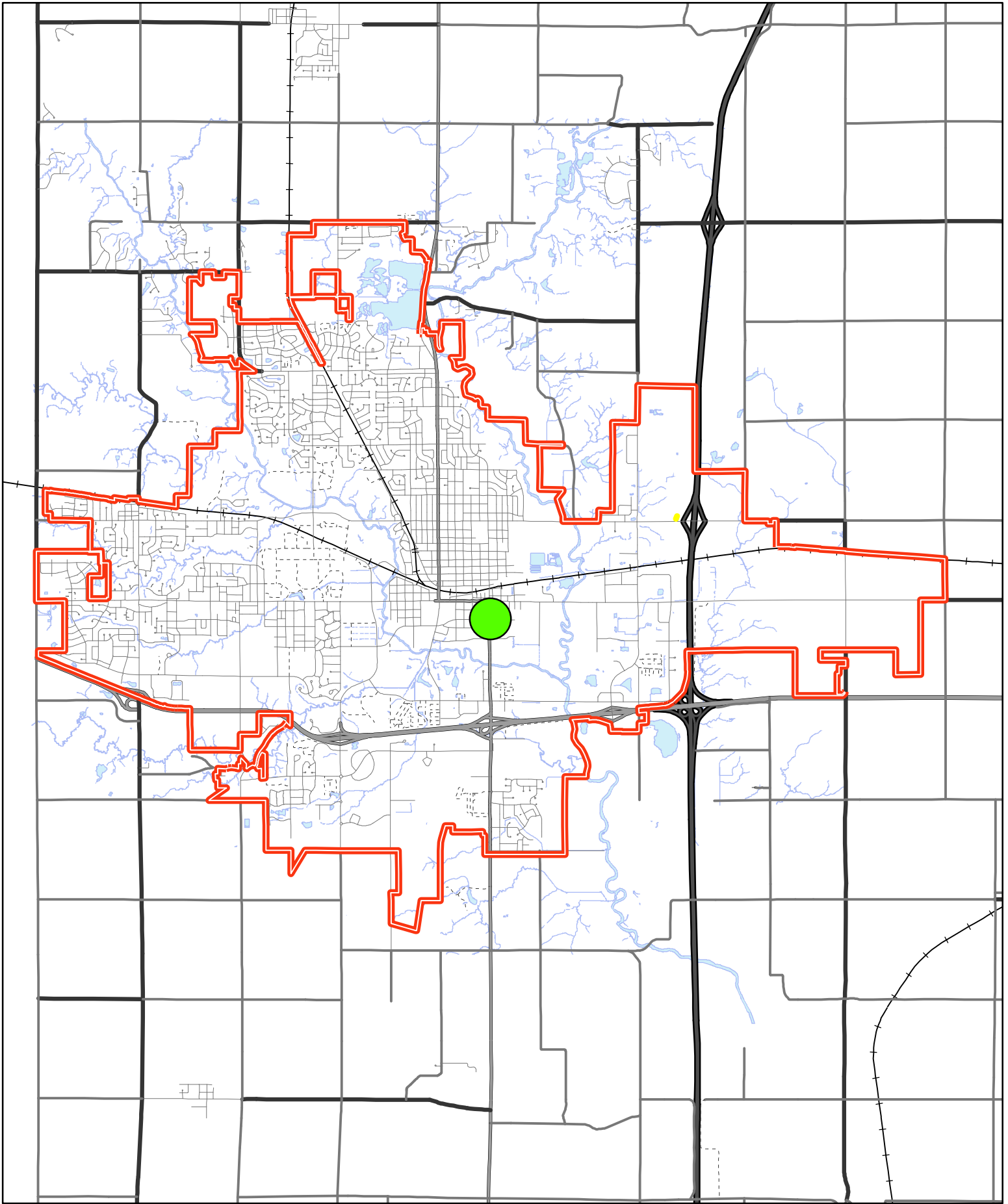
CITY MANAGER'S RECOMMENDED ACTION:

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

ATTACHMENT(S):

[Project Location Map - Default.pdf](#)

[Certification Letter 2025-26 Traffic Signal Program \(S Duff Ave & S 3rd St\).pdf](#)



2025/26 Traffic Signal Program
S. Duff Avenue & S. 3rd Street



Project Location



NORTH

1 inch = 6,612 feet

Date: 4/18/2023



July 22, 2026

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

Dear Mayor and Council Members:

I hereby certify the **2025/26 Traffic Signal Program (S. Duff Avenue & S. 3rd Street)** project was completed in an acceptable manner by **Iowa Signal Inc.**, of Grimes, Iowa, in the amount of **\$74,423.95** and was inspected by the Public Works Department of the City of Ames, Iowa.

Sincerely,

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

JAC/lbc

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

ITEM #:	25
DATE:	07-28-26
DEPT:	P&H

COUNCIL ACTION FORM

SUBJECT: MINOR FINAL PLAT FOR MONTE'S SUBDIVISION AT 2100 SE 16TH STREET&NBSP;

BACKGROUND:

The owner of 2100 SE 16th Street, Brian Patel of HGIK Hospitality LLC, is requesting approval of a Final Plat for Monte's Subdivision for the property. The site is currently developed with the Hampton Inn and includes undeveloped land to the west of the hotel.

A minor subdivision includes three or fewer lots and does not require additional public improvements. A minor subdivision does not require a Preliminary Plat and may be approved by the City Council as a Final Plat only, subject to the applicant completing the necessary requirements.

The Final Plat includes approximately 3.49 acres and will divide one existing lot into two lots. The proposed Lot 1 is approximately 1.24 acres and is vacant land suitable for commercial development. Lot 2 is 2.25 acres and contains the existing Hampton Inn Hotel.

Lot 2 will continue to have direct access to SE 16th Street. No additional access to Lot 1 will be permitted from S Dayton Avenue or SE 16th Street. An access easement is proposed that utilizes the existing access from SE 16th Street and will extend through Lot 1 to grant access to Lot 2 (see Access Easement Exhibit).

Per Chapter 23 of the Subdivision Code, a sidewalk is required along the full frontage of the south side of SE 16th Street. Lot 2 already has an existing sidewalk, but an extension would be required for the proposed Lot 1 frontage.

Due to the existing grades and the high volumes of traffic at the intersection of S Dayton Avenue and SE 16th Street, staff determined that a sidewalk installation along the full frontage of Lot 1 connecting to the intersection was not desirable. The applicant and Public Works agreed to design an appropriate crossing along the west end of Lot 2 that provides a pedestrian crossing across SE 16th Street and connects to existing sidewalk north of SE 16th Street in lieu of a sidewalk extension all the way to the Dayton intersection. The crossing has been completed and accepted by City staff. (See Location Map)

The applicant requests a waiver of extending the sidewalk along the full frontage of Lot 1 with the Final Plat due to site constraints and the installation of a mid-block crossing. However, with development of Lot 1 in the future, an additional sidewalk extension along SE 16th Street can be required as needed to provide pedestrian access to Lot 1 and connect to the sidewalk of Lot 2.

Both Lot 1 and Lot 2 were evaluated to determine that each lot as proposed is in full

compliance with the requirements of the Zoning Ordinance and the Highway Oriented Commercial District as well as the Subdivision Ordinance. The existing hotel site was determined to comply with zoning standards with approval of the new lot configuration. The new vacant lot can feasibly be developed with a commercial building and related site improvements. Public utilities currently serve the proposed lots.

ALTERNATIVES:

1. Approve the Final Plat for Monte's Subdivision with a waiver to extend additional sidewalk along Lot 1 South East 16th frontage until Lot 1 is developed.
2. Deny the Final Plat for Monte's Subdivision and waiver, based on a finding that the proposed subdivision does not comply with applicable ordinances, standards or plans.
3. Refer the request back to staff or the applicant for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

The proposed Final Plat for Monte's Subdivision is consistent with the City's existing subdivision and zoning regulations for the lot configuration. The cross-access easement ensures that access is provided across the property line that separates the two sites and limits additional access to S Dayton Avenue and SE 16th Street.

A mid-block pedestrian crossing has been installed and accepted by the City as an alternative to providing a sidewalk along the full frontage of Lot 1 with a crossing at the intersection of S Dayton Avenue and SE 16th Street. The waiver of sidewalk requirements for the installation of sidewalk along the full frontage of Lot 1 is supported by staff. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[2100 SE 16th Sidewalk Waiver Email.pdf](#)

[S24254 - MONTE'S SUBDIVISION - Signed 4-22-2026.pdf](#)

[Access Easement Exhibit](#)

[Location Map](#)

From: Scott Renaud <renaudeng@gmail.com>
Sent: Wednesday, April 22, 2026 7:44 AM
To: Schoeneman, Amelia; Walsh, Parker
Cc: bpatel@patriothospitality.com; Chris Talcott
Subject: 2100 SE 16th Sidewalk Waiver Email

Categories: Tasks

[External Email]

Parker and Amelia:

On the behalf of HGIK Hospitality LLC, we request a waiver of the requirement to install a sidewalk along the full frontage of SE 16th Street for the undeveloped Lot 1 of Monte's Subdivision. Lot 2 is developed with a hotel. The hotel's sidewalk has been installed. The City staff determined a crossing at the Dayton intersection was not feasible and instead required the Owner install a mid-block pedestrian crossing. The mid-block crossing has been completed at the cost of approximately \$30,000. Any additional sidewalk that is required will be installed during the site development of Lot 1.

Scott.

--

Scott Renaud, P.E.

Renaud Engineering, LLC
Cell 515-418-1877
EM: renaudeng@gmail.com

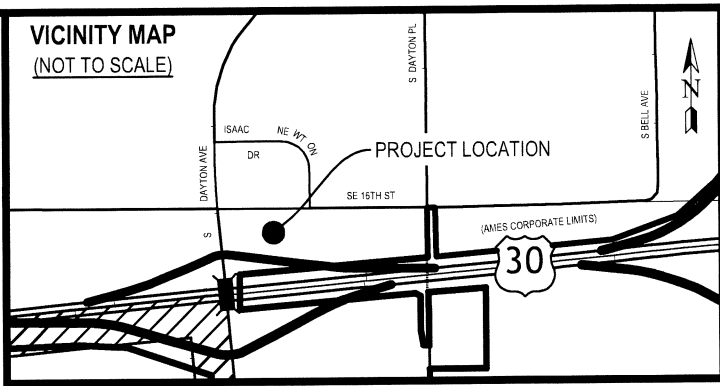
FINAL PLAT - MONTE'S SUBDIVISION

A MINOR SUBDIVISION PLAT
CITY OF AMES - STORY COUNTY - IOWA

Subdivision Legal Description

Record Description: Instrument: 2014-00003410 & Instrument: 2014-00003411:

Parcel "H" a part of Parcel "B" and part of the South 16th Street right of way in the Northeast Quarter of the Northeast Quarter (NE 1/4-NE 1/4) in Section 13, Township 83 North, Range 24 West of the 5th P.M., Ames, Story County, Iowa, as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa, on August 20, 1998, as Instrument Number 98-11713, in Book 15 at Page 229.



INDEX LEGEND

Location: Section 13-83-24 - NE1/4

Requestor: Renaud Engineering, LLC - Attn: Scott Renaud, P.E.

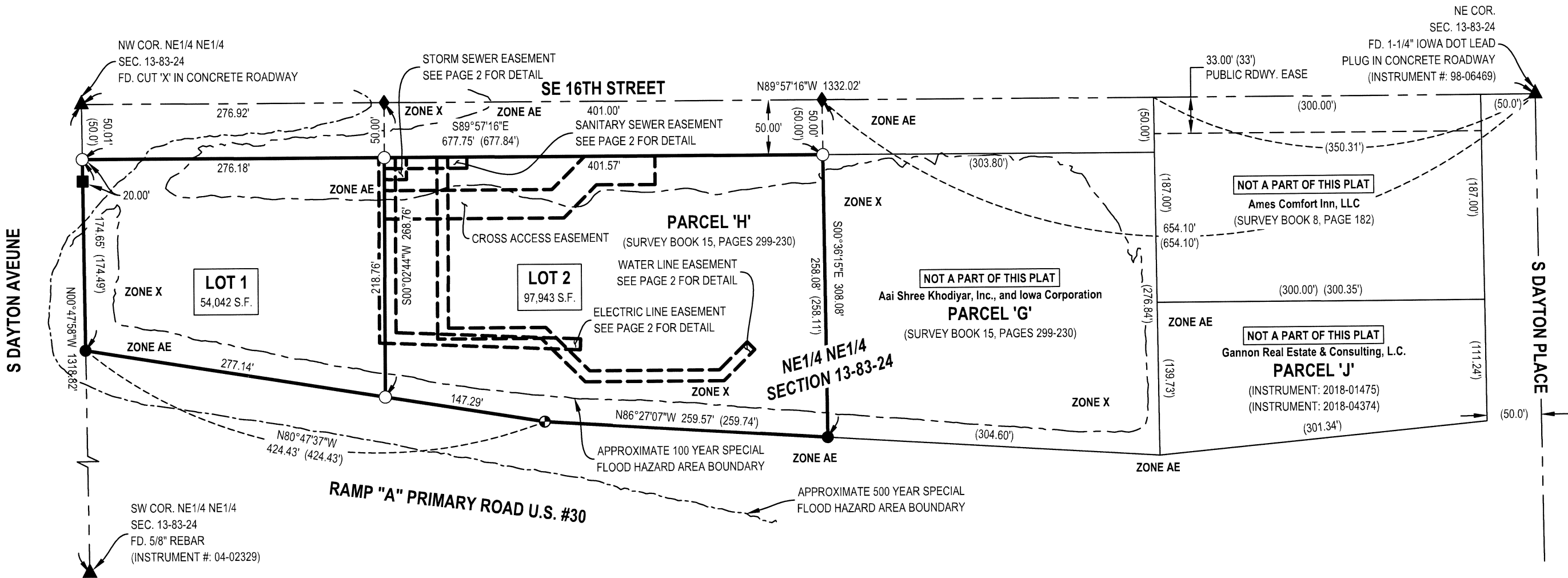
Proprietor: HGIK HOSPITALITY, LLC

Surveyor: Stacy D. Tegtmeier, P.L.S. #29298

Prepared by Beck Engineering, Inc.

& Return to: 2480 Berkshire Parkway, Suite B
Clive, Iowa 50325
info@beck-engineering.net (515) 330-1538

PAGE 1 OF 2



SURVEYOR'S NOTES:

-OWNER & DEVELOPER: HGIK HOSPITALITY, LLC
300 CEDAR ELM CT., IRVING, TX, 75063-7465

-BEARINGS ARE ASSUMED TO BEAR AS SHOWN FROM THE IOWA REGIONAL COORDINATE SYSTEM, ZONE 8: AMES-DES MOINES. ALL DISTANCES MEASURED USING THE U.S. SURVEY FOOT.

-SEE PREVIOUS PLAT OF SURVEY OF PARCEL 'B' RECORDED IN SURVEY BOOK 10, PAGE 109.

-SOIL BORINGS ARE REQUIRED IN AREAS WITHIN THIS PLAT WHICH HAVE BEEN IDENTIFIED BY THE CITY OF AMES AS HAVING SOILS THAT MAKE CONSTRUCTION OF BUILDINGS DIFFICULT.

-SEE PAGE 2 FOR EASEMENT DETAILS.

-ANY DOCUMENTS REFERENCED ON THIS FINAL PLAT ARE LOCATED IN THE STORY COUNTY RECORDER'S OFFICE UNLESS NOTED OTHERWISE.

LEGEND

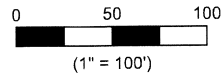
- ▲ FOUND SECTION CORNER AS NOTED
- FOUND YELLOW CAPPED 1/2" REBAR #6586
- ⊙ FOUND ALUMINUM CAPPED 5/8" REBAR
- FOUND YELLOW CAPPED 1/2" REBAR #17161
- SET PINK CAPPED 1/2" REBAR #29298
- ◆ COMPUTED POINT - NOTHING FOUND OR SET

RECORD DIMENSIONS AS PER: SURVEY BOOK 8, PAGE 182; SURVEY BOOK 15, PAGES 299-300; AND INSTRUMENT #: 2018-04374

FEMA NOTE:

-LOTS LIE WITHIN THE SPECIAL FLOOD HAZARD AREA AS SHOWN ON THE FIRM PANEL 190254-0164-F EFFECTIVE JANUARY 15, 2021.

GRAPHIC SCALE



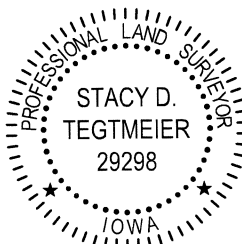
DRAFTED BY AJ

SURVEYED: OCT., 2025 BY AJ

BEI PROJECT #: S24254

BEI

Civil Engineering - Land Surveying
Landscape Architecture - Architecture

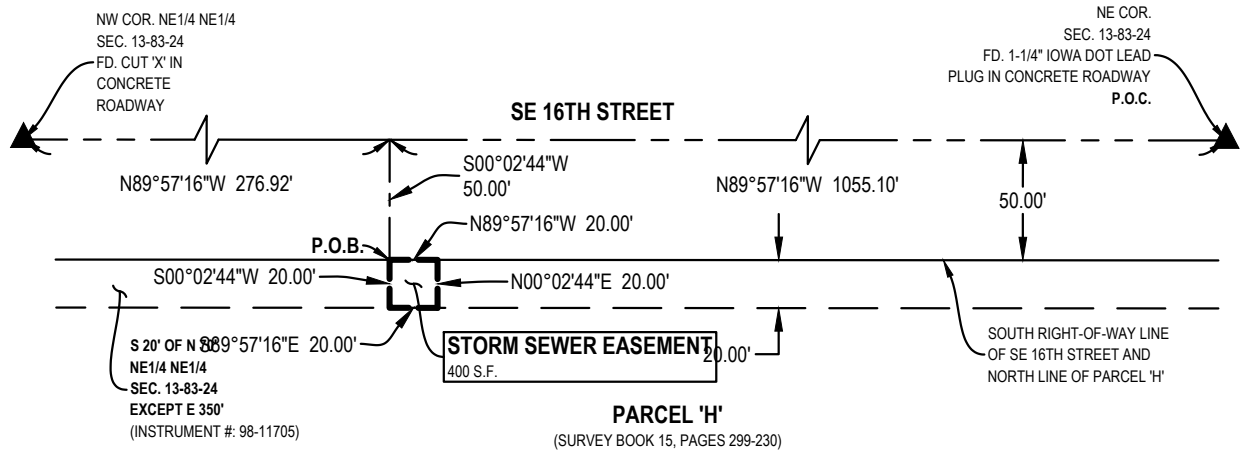
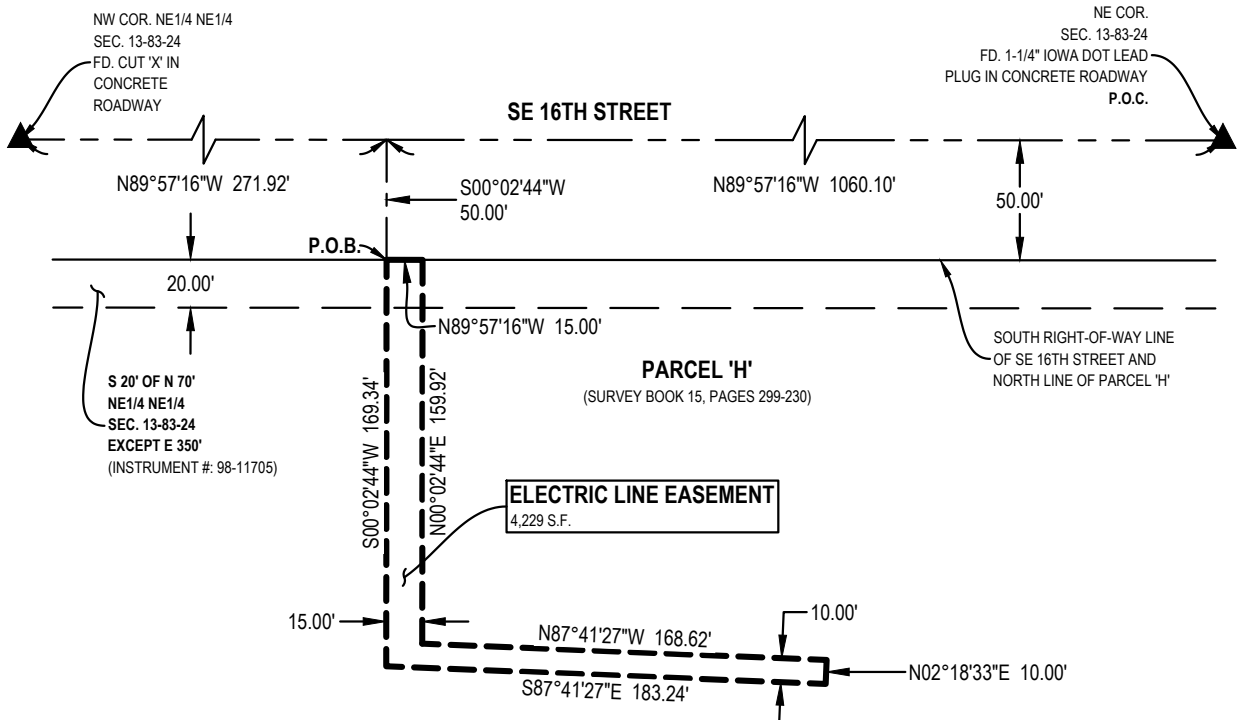
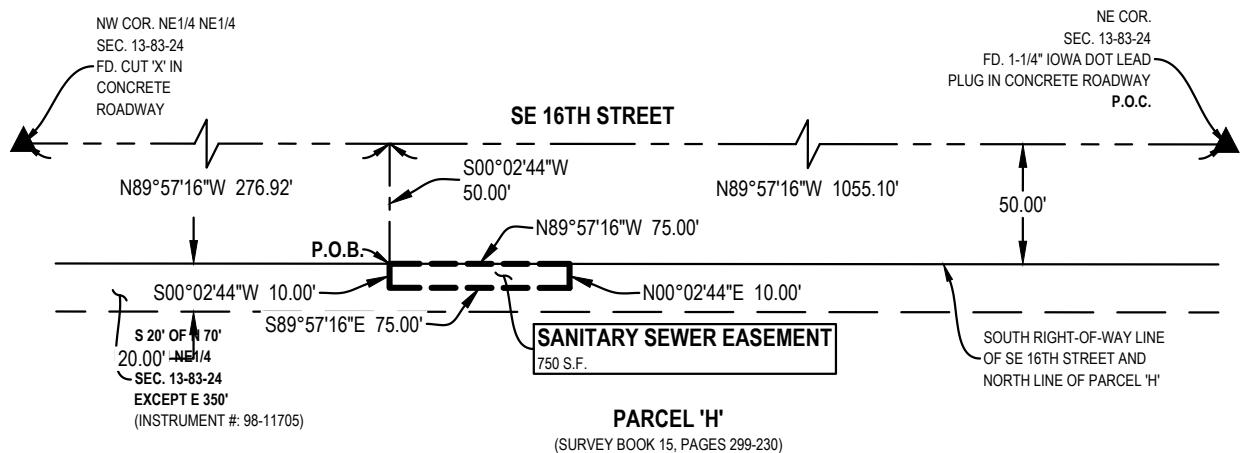
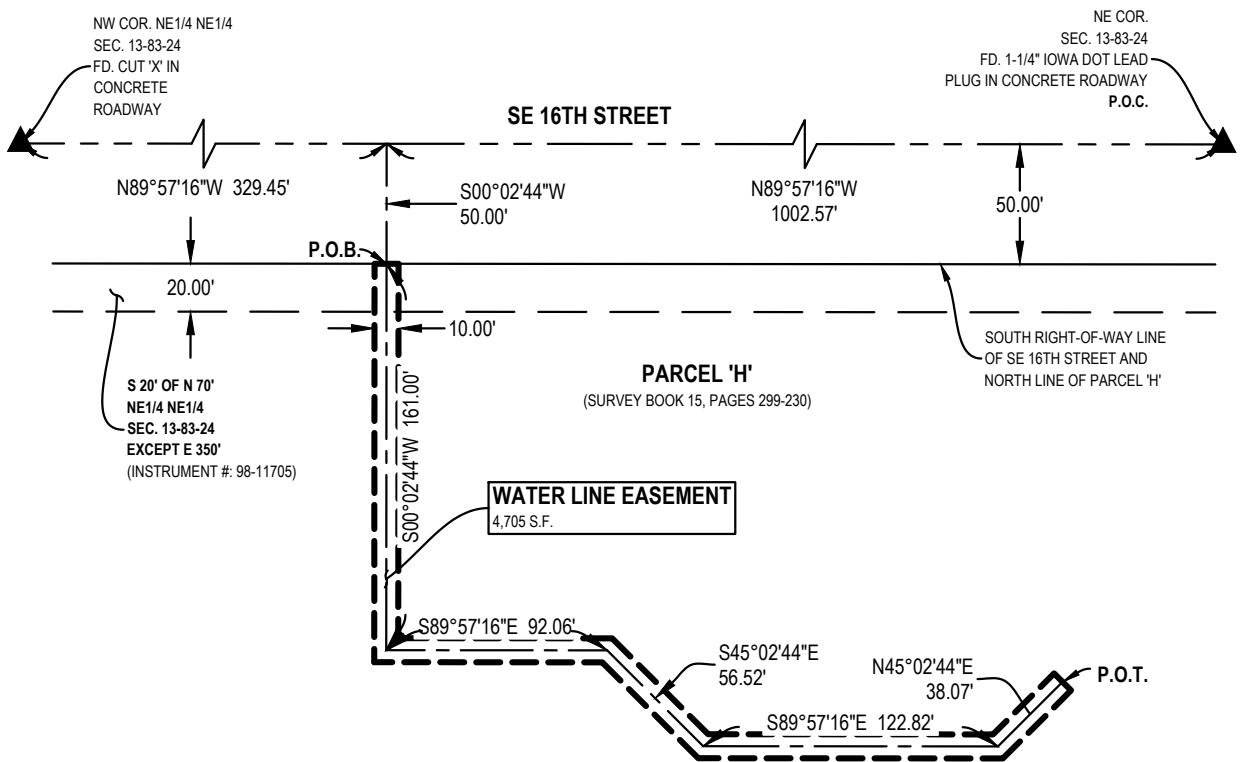


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Date: 4/22/2026 Stacy D. Tegtmeier, P.L.S. #29298

License renewal date: 12/31/2027
Pages certified by this seal: 2

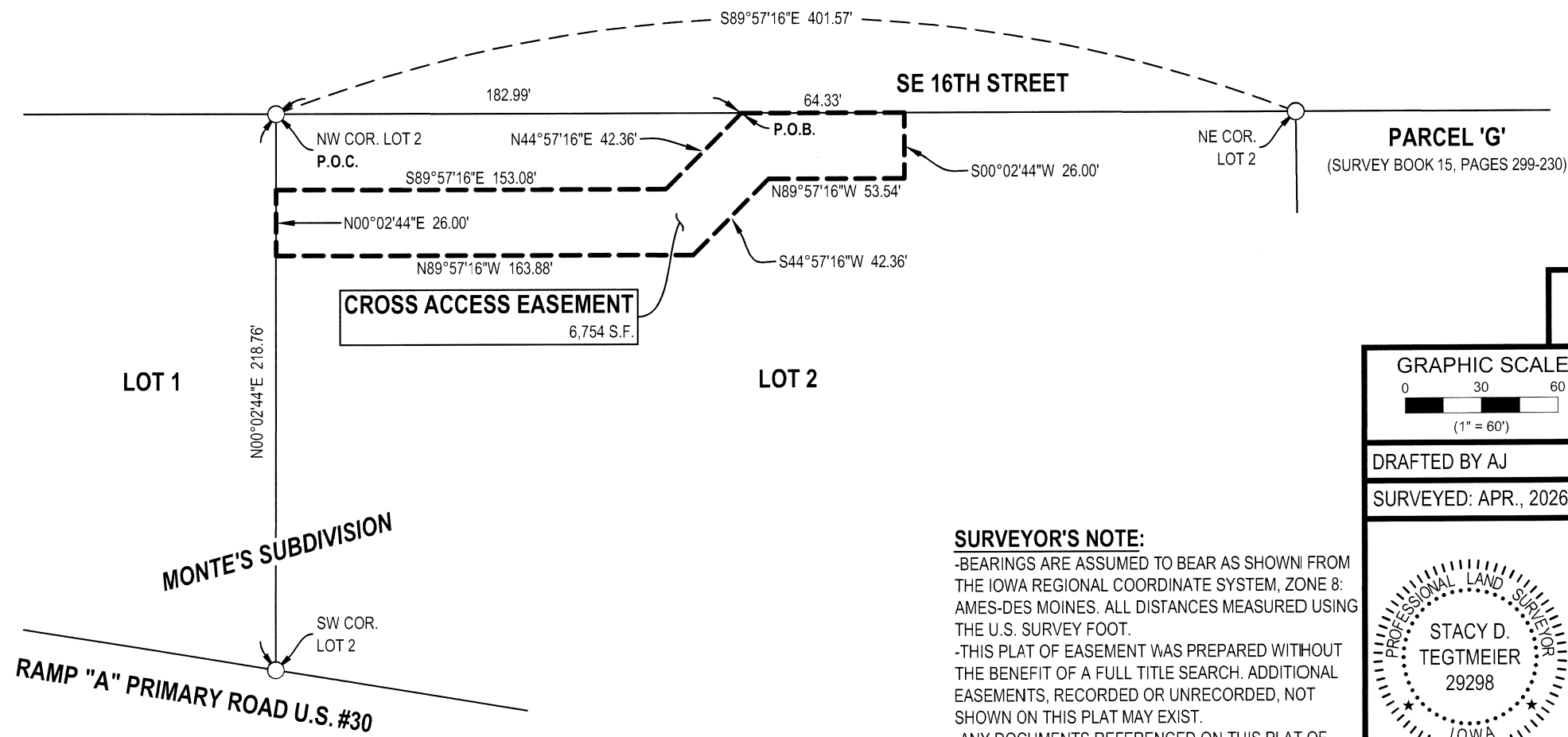
EASEMENT DETAILS - MONTE'S SUBDIVISION
(NOT TO SCALE) - (PREPARATION DATE: OCT., 2025)



PLAT OF CROSS ACCESS EASEMENT

Legal Description of Cross Access Easement:
Being a part of Lot 2, Plat of Monte's Subdivision, City of Ames, Story County, Iowa, more particularly described as follows:

COMMENCING at the Northwest Corner of said Lot 2; thence S89°57'16"E on the North line of said Lot 2 a distance of 182.99 feet to the POINT OF BEGINNING; thence continuing S89°57'16"E on said North Line a distance of 64.33 feet; thence S00°02'44"W a distance of 26.00 feet; thence N89°57'16"W a distance of 53.54 feet; thence S44°57'16"W a distance of 42.36 feet; thence N89°57'16"W a distance of 163.88 feet to the West line of said Lot 2; thence N00°02'44"E on said West line a distance of 26.00 feet; thence S89°57'16"E a distance of 153.08 feet; thence N44°57'16"E a distance of 42.36 feet to the POINT OF BEGINNING, containing 6,754 square feet and being subservient to any and all prior easements, be they of record or not.



SURVEYOR'S NOTE:
-BEARINGS ARE ASSUMED TO BEAR AS SHOWN FROM THE IOWA REGIONAL COORDINATE SYSTEM, ZONE 8: AMES-DES MOINES. ALL DISTANCES MEASURED USING THE U.S. SURVEY FOOT.
-THIS PLAT OF EASEMENT WAS PREPARED WITHOUT THE BENEFIT OF A FULL TITLE SEARCH. ADDITIONAL EASEMENTS, RECORDED OR UNRECORDED, NOT SHOWN ON THIS PLAT MAY EXIST.
-ANY DOCUMENTS REFERENCED ON THIS PLAT OF SURVEY ARE LOCATED IN THE STORY COUNTY RECORDER'S OFFICE UNLESS NOTED OTHERWISE.

LEGEND

○ FOUND PINK CAPPED 1/2" REBAR #29298

GRAPHIC SCALE

0 30 60

(1" = 60')

BEI PROJECT #: S24254

BEI

Civil Engineering - Land Surveying
Landscape Architecture - Architecture

DRAFTED BY AJ

SURVEYED: APR., 2026 BY AJ

STACY D. TEGTMEIER
29298

IOWA

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

Date: 4/22/2026 Stacy D. Tegtmeier, P.L.S. #29298

License renewal date: 12/31/2027

Pages certified by this seal: 1



**Minor Final Plat
Monte's Subdivision
2100 SE 16th Street
Ames, IA**



0 125 250 500 Feet

Legend

 Subject / **208**

ITEM #:	26
DATE:	07-28-26
DEPT:	P&H

COUNCIL ACTION FORM

SUBJECT: MAJOR FINAL PLAT FOR DAKOTA TOWNES SUBDIVISION AT 113 NORTH DAKOTA AVENUE

BACKGROUND:

Luke Jensen, LJREC, is requesting approval of a Final Plat for Dakota Townes Subdivision. The land is located at 113 North Dakota Avenue. The proposed final plat totals 1.69 acres (see the Location Map and Proposed Final Plat). This is the final plat for a Planned Unit Development (PUD) and Major Site Development Plan that received approval with a Preliminary Plat on May 27, 2025.

The Final Plat will create 16 lots for single-family attached housing along with specified outlots. The units will be configured as three-story townhomes, each containing between two and three townhome units. The subdivision will be served by private streets: Brookline Lane, Hallbrook Way, and Brook Hollow Lane.

At the time of approval of the project there was substantial concern about the site conditions, trees, and compatibility with the existing neighborhood to the north and east. **The Final Plat includes a Slope Protection Easement as shown over approximately 20 percent of the northern portion of the site. The Slope Protection Easement is for preservation of slope stability and natural area.**

The Slope Protection Easement prohibits structures, grade disturbance, or other activity that may cause degradation of slope stability or the quality of the natural area. It allows for incidental decorative features and for the maintenance of the area by the homeowner's association and its members. Permanent disturbances to the slope and tree removal are subject to staff review and approval.

The private street will be supported by the Covenants for the Subdivision as a maintenance obligation of the owners of the properties in the subdivision. As a private street, the engineer of record must certify its final construction as complying with the approved plans.

The owner, LJREC, is required to construct public improvements as part of the subdivision. **Improvements including sidewalk installation along North Dakota Avenue and the extension of sanitary sewer and water main on site have not yet occurred. Therefore, financial security in the amount of \$164,180 has been provided for these improvements. City Council is being asked to accept the Agreement for Public Improvements with financial security for those improvements.**

ALTERNATIVES:

1. Approve the Final Plat of Dakota Townes Subdivision and accept the Agreement for Public Improvements for the completion of public improvements with the Financial Security of \$164,180 as conforming to all requirements of Chapter 23 Subdivision Code of the Ames Municipal Code.
2. Deny the Final Plat for Dakota Townes Subdivision, based on a finding that the proposed subdivision does not comply with applicable ordinances, standards or plans.
3. Refer the request back to staff or the applicant for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

The proposed Major Final Plat is consistent with the Planned Unit Development (PUD) and Major Site Development Plan, as well as the Preliminary Plat approved by City Council as part of the rezoning with PUD. The designated slope easement was part of the initial approval, but the terms of the easement were not defined at that time. The description for the easement is included with the Final Plat and staff believes it meets the intent of preserving the area as originally discussed with the 2025 approval.

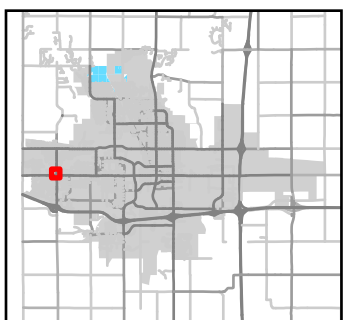
The Major Final Plat conforms to the adopted ordinances and policies of the City as required by Code and other agreements, including the allowance for financial security to complete public improvements. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[Location Map.pdf](#)

[Proposed Final Plat](#)

Attachment A - Location Map



Legend

-  Parcels
-  Subject Property



0 0.01 0.03 0.05
Mile



INDEX LEGEND	
LOCATION	PARCEL "Q" IN THE SE1/4-SE1/4 OF SECTION 6, T83N, R24W, WITHIN THE CITY OF AMES, STORY COUNTY, IOWA
REQUESTOR:	RES DEVELOPMENT, INC.
PROPRIETOR:	LJREC LLC
SURVEYOR:	JESSE W.L. VAN DALEN, P.L.S. # 29583
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	JESSE W.L. VAN DALEN, BOLTON & MENK, INC. 1519 BALTIMORE DR, AMES, IA 50010 (515)-233-6100

- LEGEND:
- FOUND MONUMENT (AS NOTED)
 - SET 1/2"X24" REBAR WITH PINK PLASTIC CAP #29583
 - (R) RECORDED DIMENSION
 - I.D. INSIDE DIAMETER

LEGAL DESCRIPTION:
AN OFFICIAL REPLAT OF PARCEL "Q", A PART OF LOT 2 IN THE SUBDIVISION OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 6, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA AS DESCRIBED IN THE "PLAT OF SURVEY" FILED FEBRUARY, 21, 2012, IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA AS SLIDE 427, PAGE 1.

- NOTE:
1. BEARINGS SHOWN HEREON ARE GRID IOWA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, US FOOT
 2. TRACT CONTAINS 1.69 ACRES AND IS SUBJECT TO ALL EASEMENTS OF RECORD.
 3. OUTLOT 'A' TO BE RETAINED BY RES DEVELOPMENT, INC.
 4. SOIL BEARINGS ARE REQUIRED IN AREAS WITHIN THIS PLAT WHICH HAVE BEEN IDENTIFIED BY THE CITY OF AMES AS HAVING SOILS THAT MAKE CONSTRUCTION OF BUILDINGS DIFFICULT.

- ADDRESSES:
- OWNERS ADDRESS:
- 1 4504 Brook Hollow Ln

2 4506 Brook Hollow Ln

3 4508 Brook Hollow Ln

4 4512 Brook Hollow Ln

5 4514 Brook Hollow Ln

6 4516 Brook Hollow Ln

7 4517 Brook Hollow Ln

8 4515 Brook Hollow Ln

9 4509 Brook Hollow Ln

10 4507 Brook Hollow Ln

11 4505 Brook Hollow Ln

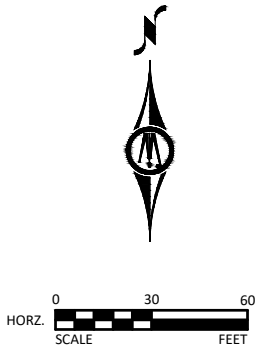
12 4506 Brookline Ln

13 4508 Brookline Ln

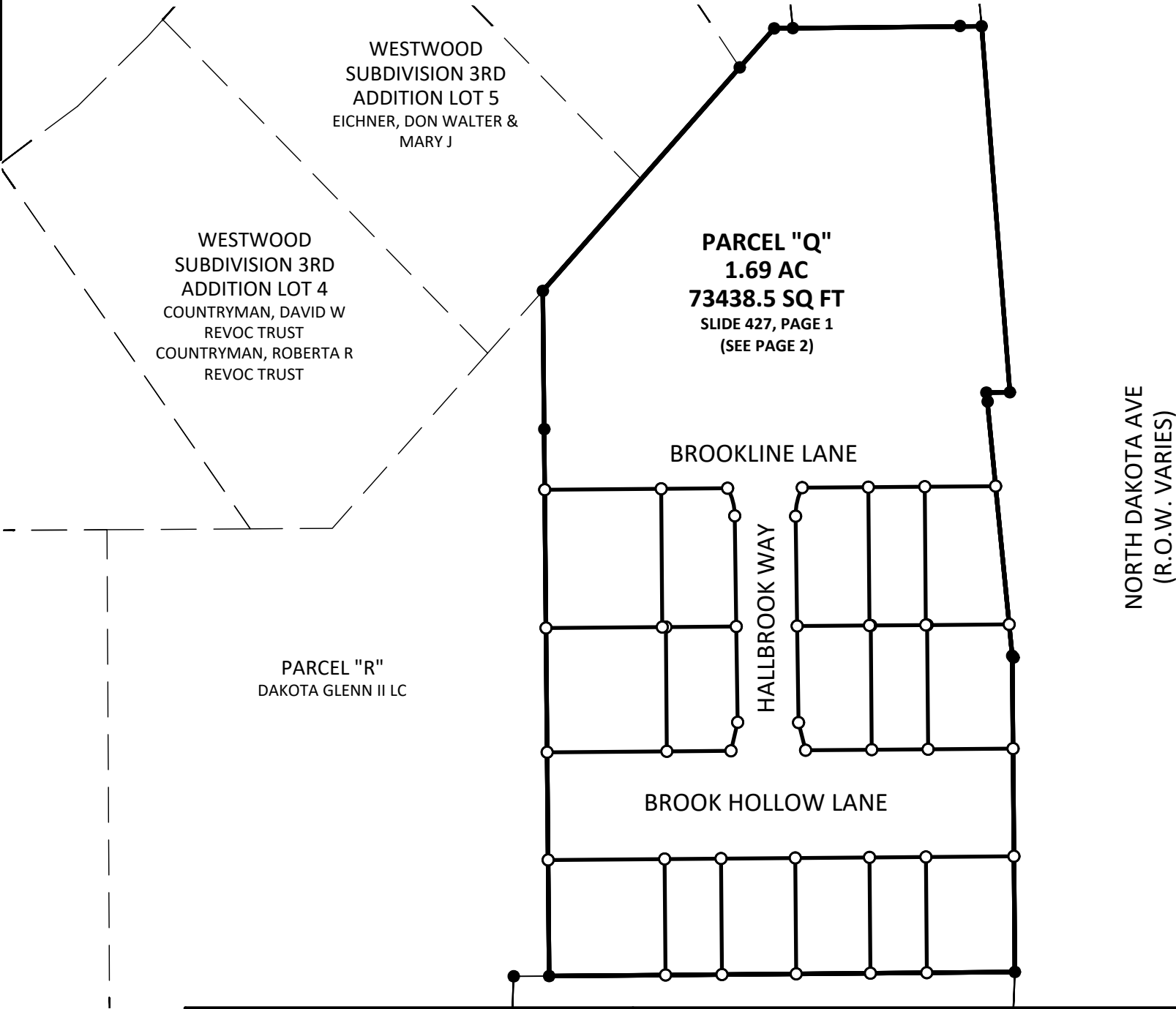
14 4510 Brookline Ln

15 4516 Brookline Ln

16 4518 Brookline Ln
- LJREC LLC
2519 CHAMBERLAIN ST STE 101
AMES IA 50014



FINAL PLAT
DAKOTA TOWNES SUBDIVISION
CITY OF AMES, STORY COUNTY, IOWA
APRIL, 2026



FOR RECORDER USE ONLY

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

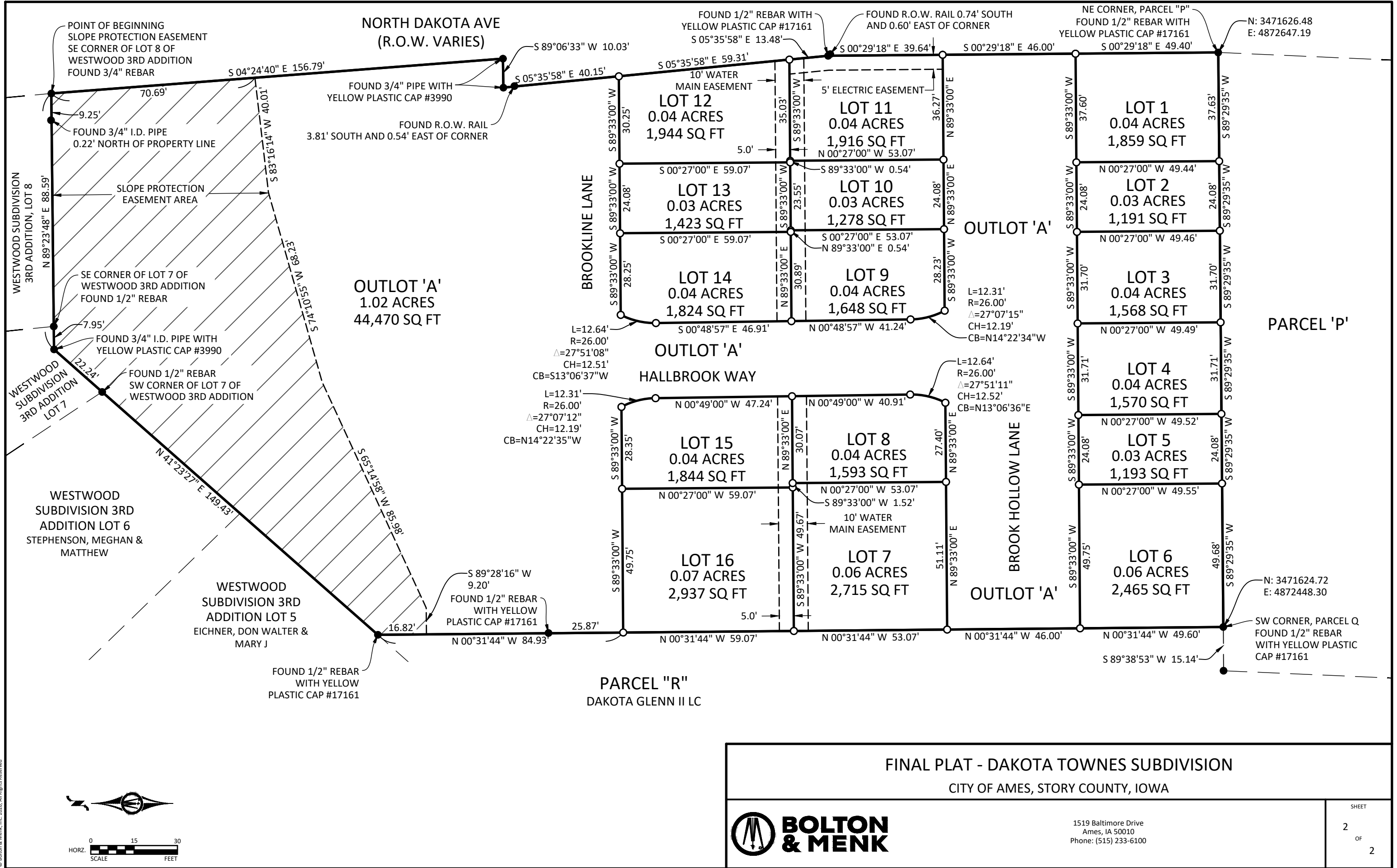
JESSE W.L. VAN DALEN P.L.S.
LICENSE NUMBER 29583 DATE: 12/31/2026
MY LICENSE RENEWAL DATE IS 12/31/2026
PAGES OR SHEETS COVERED BY THIS SEAL: 1 - 2

FINAL PLAT - DAKOTA TOWNES SUBDIVISION
CITY OF AMES, STORY COUNTY, IOWA

BOLTON & MENK

1519 Baltimore Drive
Ames, IA 50010
Phone: (515) 233-6100

SHEET
1 OF 2



FINAL PLAT - DAKOTA TOWNES SUBDIVISION
CITY OF AMES, STORY COUNTY, IOWA



1519 Baltimore Drive
Ames, IA 50010
Phone: (515) 233-6100

SHEET
2
OF
2

ITEM #:	27
DATE:	07-28-26
DEPT:	P&H

COUNCIL ACTION FORM

**SUBJECT: STORY COUNTY LOW AND MODERATE INCOME HOUSING SUPPORT
PROGRAM APPLICATION**

BACKGROUND:

Story County announced the intent to utilize tax increment financing (TIF) revenue from the County's Urban Renewal Area to support the construction of new affordable housing within the County. Local governments are eligible to apply for the funding by August 5. If the funds are awarded, the local government would be reimbursed for costs for construction when the County collects TIF revenues annually within its Urban Renewal Area.

Staff believes that applying for these funds would facilitate the City's plan to utilize federal HOME funds to construct three ownership single-family homes for low and moderate income households. The requested funds can be counted as the required 25% local match for use of HOME funds.

As part of the City's 2026-27 CDBG/HOME Annual Action Plan, the following project is proposed under the HOME Program:

- **New Single-Family Home Construction— \$895,732 (not including administration).** This proposed budget would assist in constructing approximately three (3) of the remaining six (6) affordable lots in the Baker Subdivision. Over the last several years, funds were budgeted under this activity to build a fund balance to construct single-family housing for low- and moderate-income first-time homebuyers, as outlined above. Under the HOME program (unlike CDBG), HUD has a mandate requiring recipients to contribute twenty-five percent (25%) from non-federal sources for every \$1 of HOME funds they spend on affordable housing. This requirement is designed to mobilize local, state, and private resources to permanently increase the availability of affordable housing.

In April 2026, the City was notified that Story County would implement a "New Housing Incentive Fund" and was invited to attend a required meeting about the program if the City was interested in applying. In May 2026, Story County announced that applications were being accepted for its "Urban Renewal Area Program under its Story County, Iowa LMI Housing Support Program. Under this program, Story County has set aside approximately \$2 million for cities to apply for one of the following types of projects:

Program Element	Criteria
1. New construction of LMI units – can be for sale or for rent and can be single-family or multi-family. (Projects may include LIHTC developments, tiny homes, or traditional development.)	• Sales price, rental rates, buyers and renters must all meet LMI requirements • Income restrictions on beneficiaries required.
2. Rehab of LMI multi-family units - can be for sale or rent. (Projects may include adaptive reuse, conversion of spaces, and rehab of existing units.)	• At time of application, location of units will need to be known. • Terms of affordability must be maintained. • Sales price, rental rates, buyers and renters must all meet LMI requirements
3. Purchase of lots for LMI construction.	• Sales price and buyer must both meet LMI requirements • Income restrictions on beneficiaries required.

Based on the above program criteria, this funding opportunity would meet the City's HOME local match requirements and provide the additional dollars needed to construct the three homes outlined in the 2026-27 CDBG/HOME Annual Action Plan under the New Single-Family Home Construction activity.

Staff proposes the following project description and budget.

Item	Detail
Project Name	LAUNCH Homeownership Project Initiative
Project Output	Three (3) Single-Family Homes Baker Subdivision
Project Timeframe	August 2026-December 2027
Project Proposed Budget	\$1,177,735
HOME Funding	\$895,735
URAP Funding	\$230,000 (25% of HOME FUNDS)
Project Outcome	Three newly constructed owner-occupied homes for low- and moderate-income-qualified households, i.e. household earning less than 80% of AMI.

The funding from the URAP is not available until July 2027. This funding timeframe is feasible for the City to begin the process of identifying a builder or use of modular housing this winter and to begin construction most likely in 2027 utilizing the City's HOME funds.

The City can begin the process while awaiting the County funds since the local match requirement is not determined until after project completion. If the City is not successful in securing these matching funds, the project will likely be delayed while alternative matching dollars are determined and secured.

ALTERNATIVES:

1. Authorize staff to prepare a Grant Application for the Story County Urban Renewal Area Program-LMI Housing Support Program Application to support the construction of three single-family affordable housing units in the Baker Subdivision consistent with the City's 2026-27 CDBG/HOME Annual Action Plan.
2. Authorize staff to proceed as described in Alternative No. 1, with modifications.
3. Do nothing.

CITY MANAGER'S RECOMMENDED ACTION:

The submittal of an application to apply for funding through Story County's Urban Renewal Area Program will provide the City with funds to accelerate implementation of its 2026-27 HOME New Construction Single-Family Affordable Housing Project in the Baker Subdivision. Additionally, if awarded, the funds would be eligible to be counted as local match dollars as required by the HOME Program and would allow the City to continue to address its Affordable Housing goals in completing the Baker Subdivision. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1.

ITEM #:	28
DATE:	07-28-26
DEPT:	ADMIN

COUNCIL ACTION FORM

SUBJECT: TEMPORARY DELAY IN ALLOWING DATA CENTER DEVELOPMENTS

BACKGROUND:

At the City Council meeting on July 14, staff presented a memo outlining the legal means that the City Council has available to limit the construction of data centers. The memo contained options that relate to zoning, noise, and utility service.

The memo also offered the Council the option to impose a temporary delay on allowing data center developments while the Council researched and adopted regulations, or an option to impose a "permanent" ban on data center developments altogether.

The list of options presented on July 14 is provided below:

1. Distinguish data centers as a use in the current Zoning Ordinance separately from the existing data processing use definition.
2. Restrict data centers based on building size, the use of on-site power generation, and the type of cooling system used.
3. Restrict data centers to only certain zoning districts or implement separation distances from certain uses.
4. Require more specific information to be provided in an Industrial Zoning Use Analysis Report required for new industrial developments.
5. Strengthen Site Development Plan Requirements for Industrial projects in order to provide a clearer basis to deny projects that are not able to mitigate their impacts.
6. Revise Site Development Plan Requirements to incorporate impacts to the utilities rather than related only to the utility lines which is the current requirement.
7. Change the development approval process for data centers to one of several options ranging from:
 - i) Staff approval for projects up to a certain size,
 - ii) City Council approval,
 - iii) Special Use Permit through the Zoning Board of Adjustment, or
 - iv) A Rezoning process with either a Master Plan or Overlay that allows for a contract

rezoning with a high degree of City Council discretion.

8. Changing noise regulations to more adequately capture noise from low-frequency sources.
9. Making penalties for noise regulation more effective to produce compliance.
10. Eliminating the discrepancies between the Electric tariff and the Utilities chapter. Data centers could be considered only on a contract rate basis, which allows for a negotiation of the upfront costs for infrastructure to be charged to the data centers.
11. Incorporating an excess facilities threshold and criteria into the Water Utility regulations to obligate "large" water customers to pay upfront for the infrastructure to serve them.
12. An excess facilities threshold and criteria should be incorporated into the Wastewater Utility regulations to obligate large sanitary sewer customers to pay upfront for the infrastructure to serve them.
13. A moratorium on data center developments could be adopted for a fixed period of time (subject to extension).
14. A "permanent" ban on data centers could be adopted through the Zoning Ordinance.

In response to the July 14 report, the City Council directed that staff prepare a temporary delay for data center permits to be presented for consideration on July 28. The City Council members were asked to bring to this meeting lists of the questions and topics they would like to see addressed during a delay.

Staff also was tasked to prepare a plan that illustrates the anticipated timing for the delay in the event that all the tasks identified in the memo (excluding the temporary delay itself or a permanent ban on data centers) were assigned to be completed.

TASKS TO BE COMPLETED:

Staff has prepared the table below to illustrate the anticipated timing for the completion of the 12 previously identified tasks. Some of the tasks are dependent upon decisions made by the City Council in earlier tasks. **For example, the decision made about the type of approval process that is used may make some of the site development plan requirement modifications, (Items 5 and 6 above) moot.** Therefore, the tasks have been arranged to reflect the order in which staff believes they should be addressed.

There are generally two types of ordinance changes needed to address the tasks. The majority of changes about the various design aspects of data centers are related to zoning standards which have a different approval process under state law compared to regular ordinances by requiring a Planning and Zoning Commission recommendation prior to a hearing before the City Council.

Some of the tasks that related to defining the use and establishing the use and its standards within industrial zones were already reviewed by the Commission on June 3 and do not need an additional review. However, newer issues related to Site Plan Review criteria or noise

have not been discussed in detail with the Commission.

The table below includes the required P&Z recommendation steps as applicable for new issues that were not previously reviewed by the Commission.

The Council should note that the table does not include any specific pauses the Council may desire to obtain additional information, make final decisions, or gather public feedback (e.g., workshop or listening session) about certain topics prior to making a decision:

	August	September	October	November	December	January
Zoning-Define Data Center use	1st Reading of Ordinance					
Zoning-Identify preferred approval process, i.e. changes to site plan criteria, overlay district		Staff Report	P&Z	1st Reading of Ordinance		
Zoning-Restrictions on use -building size	1st Reading of Ordinance					
Zoning-Restriction on use based upon other attributes, on-site power, cooling systems, etc.	Staff Report	P&Z	1st Reading of Ordinance			
Zoning-Allowed zoning districts and siting/separation	1st Reading of Ordinance					
Zoning-Industrial Use Report Requirements	1st Reading of Ordinance					
Water excess facilities language		Staff Report		1st Reading of Ordinance		
Sewer excess facilities language		Staff Report		1st Reading of Ordinance		

Noise Ordinance changes			Staff Report	(Potential P&Z)	1st Reading of Ordinance	
Noise Penalties			Staff Report		1st Reading of 1st Reading of Ordinance	
Site Plan Requirements			Staff Report		1st Reading of Ordinance	
Site Plan - Utility Lines			Staff Report		1st Reading of Ordinance	
Electric Tariff/Chap. 28				Staff Report		1st Reading of Ordinance

TEMPORARY DELAY IN DATA CENTER PROJECTS:

Based on the list of tasks above, staff believes a six-month delay in approving new data center projects could be sufficient time to complete the work. This would result in a temporary pause in data center developments through January 2027. However, should the proposed delay period prove to be inadequate to complete all of the assigned tasks from the City Council, the delay would have to be extended.

For the purpose of the delay, staff is proposing to define "data center" using the language being separately presented to City Council at this July 28 meeting for a data center text amendment:

"Data center means a facility whose primary service is data processing or data storage, and is used to house computer systems and associated components, such as central processing units, graphical processing units, neural networks, quantum bits, quantum processors, memory, data routing, data storage, server farm, crypto currency mining or processing, virtual private networks, virtual servers, artificial intelligence (AI) training or processing, image processing, cloud computing, email servicing, or any other term applicable to facilities which are used for such purposes shall be deemed to be a data center. Data processing as an accessory use to a principal use in the same building is limited to a maximum of 10,000 square feet in order to not be considered a primary use."

The City Attorney has prepared a draft resolution for a temporary delay for six months indicating that no new development or expansion of an existing development meeting the above definition will be allowed during the term of the delay (see Attachment A).

ALTERNATIVES:

1. Approve the list of topics to be further studied related to data centers as described in this report, and adopt a six-month temporary delay on allowing any data center development or expansion of any existing data center use.
2. Modify the list of topics and adopt a temporary delay on data center developments or expansions in a time length commensurate with the topics to be further studied.
3. Do not adopt a temporary delay on data center development or redevelopment, and allow data center developments to be regulated in accordance with existing adopted development requirements.

CITY MANAGER'S RECOMMENDED ACTION:

The City requested that Staff estimate the time needed for a temporary delay in approving any new data centers or expansion of any other data center. Therefore, a best effort has been made to predict the amount of time needed to complete the necessary research for the list of topics previously presented to the Council regarding data center developments. Based on this information, Staff is optimistically estimating that the delay should be in place until, at least, the end of January.

It should be emphasized, however, that this timeframe may have to be lengthened depending on whether:

- 1) The Council members have additional requests for information not previously discussed,
- 2) The information provided to Council results in a request to study additional topics or questions, or
- 3) The City Council wishes to adjust the delay to accommodate additional time for City Council deliberation/decision making regarding proposed ordinance and regulation changes as well as public input opportunities.

Assuming the City Council does not identify any additional topics to be evaluated during the pause in data center development, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

However, if it becomes apparent that additional time is needed 1) for staff to complete its research, 2) for the Council to make decisions regarding regulations for each category selected for consideration, and/or 3) for the Council to decide if additional time is needed to allow for public input into the various regulations that are being proposed, then Alternative 2 should be pursued which could extend the delay by one to two additional months.

ATTACHMENT(S):

[Resolution Data Center Delay.docx](#)

RESOLUTION NO. 26-

RESOLUTION ESTABLISHING A SIX (6) MONTH DELAY ON THE ACCEPTANCE, PROCESSING, AND APPROVAL OF APPLICATIONS OR PROPOSALS OF ALL CLASSES OF DATA CENTERS FOR THE CITY OF AMES, IOWA

WHEREAS, a proposal to build a data center in Ames was recently presented to the Ames City Council; and,

WHEREAS, there has been significant controversy about data centers nationally, in Iowa, and in Ames, and there has been an unprecedented response and involvement by the citizens of Ames to the current proposal; and,

WHEREAS, data centers have been emerging nationwide as large-scale industrial facilities that vary significantly in size, operational intensity, environmental impact, water and energy demand, noise generation, and compatibility with surrounding land uses; and,

WHEREAS, such facilities may involve substantial levels of water use, electrical consumption, continuous mechanical noise generation, large-scale cooling infrastructure, accessory substations, emergency backup power systems, and other related components that may pose unique and significant land-use impacts on surrounding properties, natural resources, public services, and quality of life of residents; and,

WHEREAS, after review by City staff, many issues concerning data centers have been identified that need further study or action before the City can proceed with considering a data center proposal; and,

WHEREAS, issues identified to date include zoning and land use, impact on neighboring properties, noise, and effects on City electric, water, and sanitary sewer utility operations as well as other issues; and,

WHEREAS, under Article III, Section 38A of the Iowa Constitution, cities have home rule authority, and under Iowa Code section 364.1, every city is authorized to exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the city or its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents; and,

WHEREAS, a temporary delay of a reasonable duration is a recognized and lawful planning tool used by cities and counties throughout Iowa to prevent development from occurring under perhaps inadequate current regulations while studies and ordinance updates are being contemplated; and,

WHEREAS, for purposes of this Resolution, “data centers” are defined as “facilities whose primary service is data processing or data storage, and is used to house computer

systems and associated components, such as central processing units, graphical processing units, neural networks, quantum bits, quantum processors, memory, data routing, data storage, server farm, crypto currency mining or processing, virtual private networks, virtual servers, artificial intelligence (AI) training or processing, image processing, cloud computing, email servicing, or any other term applicable to facilities which are used for such purposes shall be deemed to be a data center. Data processing as an accessory use to a principal use in the same building is limited to a maximum of 10,000 square feet in order not to be considered a primary use.”

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ames, Iowa, that a six (6) month delay on the acceptance, processing, and approval of any applications or proposals of all classes of data centers is hereby approved.

ITEM #:	29
DATE:	07-28-26
DEPT:	P&H

COUNCIL ACTION FORM

**SUBJECT: ANNEXATION OF AMES GOLF AND COUNTRY CLUB AND IRONS
SUBDIVISION PROPERTIES**

BACKGROUND:

The proposed annexation is the result of the Ames City Council determining on May 13, 2025 to proceed with annexing properties that were developed as the Irons Subdivision by the Ames Golf and Country Club (AGCC).

At the time of the initial approval of the Irons Subdivision in 2014, the AGCC agreed to covenants for future annexation of its property as well as for all the future residential lots created within the Irons Subdivision. The covenants were a condition of approval for the rural subdivision proposed by AGCC. City Council confirmed the intent to annex the area on June 9 by initiating the annexation process to be completed consistent with state law requirements.

The former Borgmeyer Farm property south of the AGCC was annexed in 2025, making the AGCC/Irons property abutting to the City and therefore eligible to be annexed. City Council determined it was appropriate to proceed with the Borgmeyer Farm annexation in 2025 and to then subsequently proceed separately with executing the annexation language of the Irons Subdivision covenants.

Uniquely in state law for annexations, a City Council may approve a transition of the imposition of City taxes related to newly annexed land. The transition of taxes must apply to all properties within annexation if it is approved. The transition of taxes is not an abatement of value, but a lessening of the taxes collected by City to help ease the increase in overall taxes paid because of the additional city tax levy rate.

At the time of initiating the 2025 Irons Subdivision annexation process to receive annexation applications, the City Council offered an incentive of a 3-year property tax transition (75%,50%, 25% reduction) to encourage the submittal of annexation applications in a timely manner. This is the first time the City has utilized this option to facilitate an annexation application.

Complete annexation applications have been received from 20 property owners representing 143.12 acres in the planned annexation area (see the attached map showing the annexation area and consenting property owners). Although all property owners within the annexation area are required by the current covenants to voluntarily annex at the direction of the City Council, these 20 applicants represent 61% of the 33 total property owners and 93% of the total annexation territory.

Under Iowa Code Section 368, up to 20% of the total land area of a voluntary annexation may

be composed of nonconsenting properties (referred to as the 80/20 rule). This is allowed by statute to avoid creating islands or to create more uniform city boundaries. Because the land area of the consenting property owners in this instance is greater than 80% but not 100%, this annexation is considered an 80/20 annexation.

The proposed 80/20 annexation conforms to the State law requirements of including nonconsenting properties by creating more uniform boundaries of the City upon annexation. Without the uniform boundary there would be intermittent pattern of properties of County jurisdiction along with City jurisdiction properties, including along roadways.

Right-of-way (ROW) is included with the annexation as required by State law. The east half of GW Carver will be annexed from Cameron School Road to 190th Street. Along 190th Street the right-of-way that is south of the section line will be annexed. 190th Street is not centered in the ROW and “half of the road” will not be annexed in portions of the area because the road is located on other properties areas to the north of the annexation.

PLAN 2040 CONSISTENCY:

The area of annexation was originally developed in the County as an area of transition in anticipation of the growth of the City. Development was approved before the land could be annexed and developed in the City.

Ames Plan 2040 was subsequently adopted and this area is shown generally as a mix of RN-3 for the housing area and Open Space for the golf course area. These designations indicate the City would annex these areas, even though they were originally approved for development in the County, subject to future annexation.

OTHER ISSUES:

Upon annexation the residential properties will be zoned FS-RL to reflect their existing development pattern, rather than Ag zoning as is typical with annexation of undeveloped land. The AGCC property will remain Ag zoning, where golf courses are permitted under Park and Outdoor Area uses.

Planning at the time of the Irons Subdivision approval included the intention for changing to City water service territory from Xenia water service territory. No new water mains must be extended. Instead, existing water mains will be utilized. The water territory buyout terms were completed by the Developer at the time of Final Plat approval. When City water is extended adjacent to the Irons Subdivision, the water supply will then be switched to the City of Ames.

The homes are currently on septic systems. **A deferred installation of a sanitary sewer system was planned for the Irons Subdivision, subject to timing as determined by the Ames City Council. Installation of the sanitary system would be at the cost of the property owners.**

It is important to noted that the sewer extension is not contingent on annexation and is a separate issue of timing that will be determined in the future when sewer is extended with development to the south of the former Borgmeyer property planned as the Greenbriar development. Staff previously provided the property owners and City Council an overview of sewer alignment options for planning purposes in April 2026.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission reviewed the annexation for consistency with Ames Plan 2040 at its July 3 meeting. A resident of the Irons Subdivision spoke indicating that they did not support annexation and that there was no need for the properties to be annexed at this time.

The Commission found that annexation of the area was consistent with Ames Plan 2040 for the expansion of the City and recommended approval with a 5-0 vote, including that the residential properties be zoned as FS-RL.

PUBLIC COMMENT:

The City held the required agency consultation meeting in June. Representative of Story County attended the meeting and asked questions. No formal comments have been provided by any entity.

Prior to initiating the annexation process in May 2025 and since that time, the City Council has received public input from multiple residents of the Irons Subdivision expressing that they do not want to be annexed and did not see a reason or benefit to annexation. No additional comments have been received by staff since the public hearing notices were sent and published.

ALTERNATIVES:

1. Approve the annexation by adopting:
 - a. A Resolution approving the annexation of 143.12 acres, including right-of-way, as conforming to the recorded covenants for annexation, conforming to the City's Comprehensive Plan, including non-consenting properties is for the purpose of creating more uniform boundaries, and for the residential properties to be zoned FS-RL upon annexation and the AGCC property to be zoned Agricultural.
 - b. A Resolution approving the transition to the City imposition of taxes over three years on a 75%, 50%, 25% reduction schedule.
2. Modify the boundaries of the proposed annexation with the the 3-year transition of taxes.
3. Table the annexation and request more information.
4. Decline to proceed with the annexation at this time.

CITY MANAGER'S RECOMMENDED ACTION:

Although all property owners within the annexation area are required by the current covenants to voluntarily annex at the direction of the City Council, 61% (20 out of the 33) of the property owners representing 93% of the annexation territory submitted applications. Because of this, the annexation is considered an 80/20 annexation process under state law. The proposed 80/20 annexation conforms to the State law requirements of including nonconsenting properties by creating more uniform boundaries of the City upon annexation. Therefore, it is the recommendation of the City

Manager that the City Council approve Alternative No. 1.

With City Council approval of the annexation, the application will then be submitted to the State City Development Board of a hearing on approval of the annexation. Staff tentatively believes the application will be submitted in August and accepted in September for a hearing on October 7. The annexation will be final 30 days after state approval.

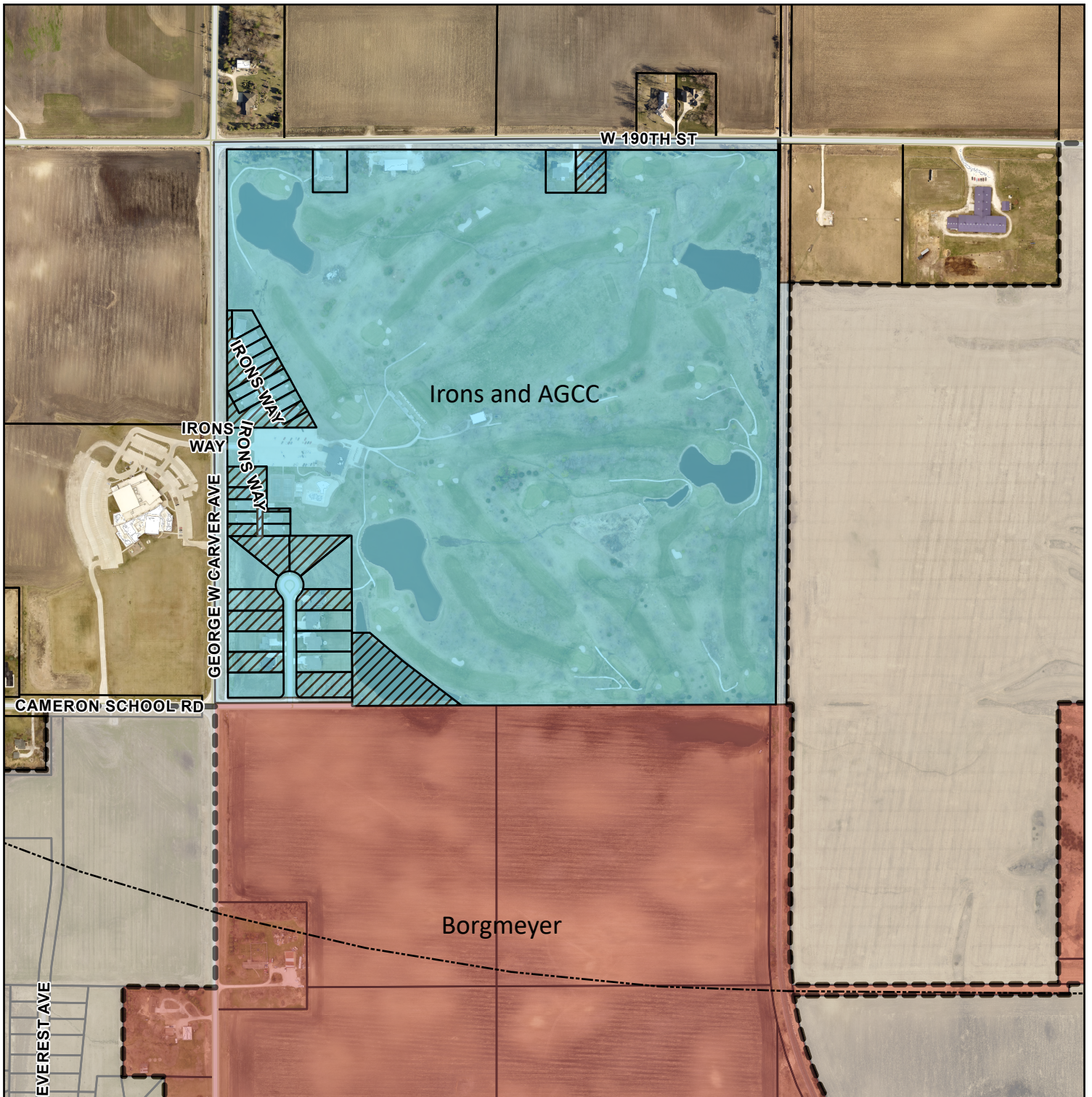
ATTACHMENT(S):

[Annexation_Area_Map.pdf](#)

[AGCC Annexation_Area_Map_Final.pdf](#)

[Annexation Location and Land Use Map.docx](#)

Annexation Area Map

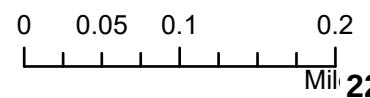
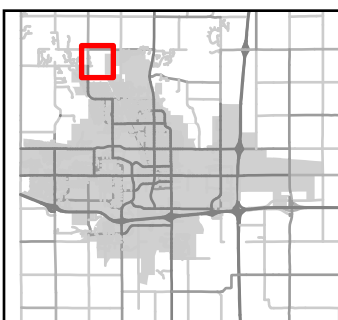


Legend

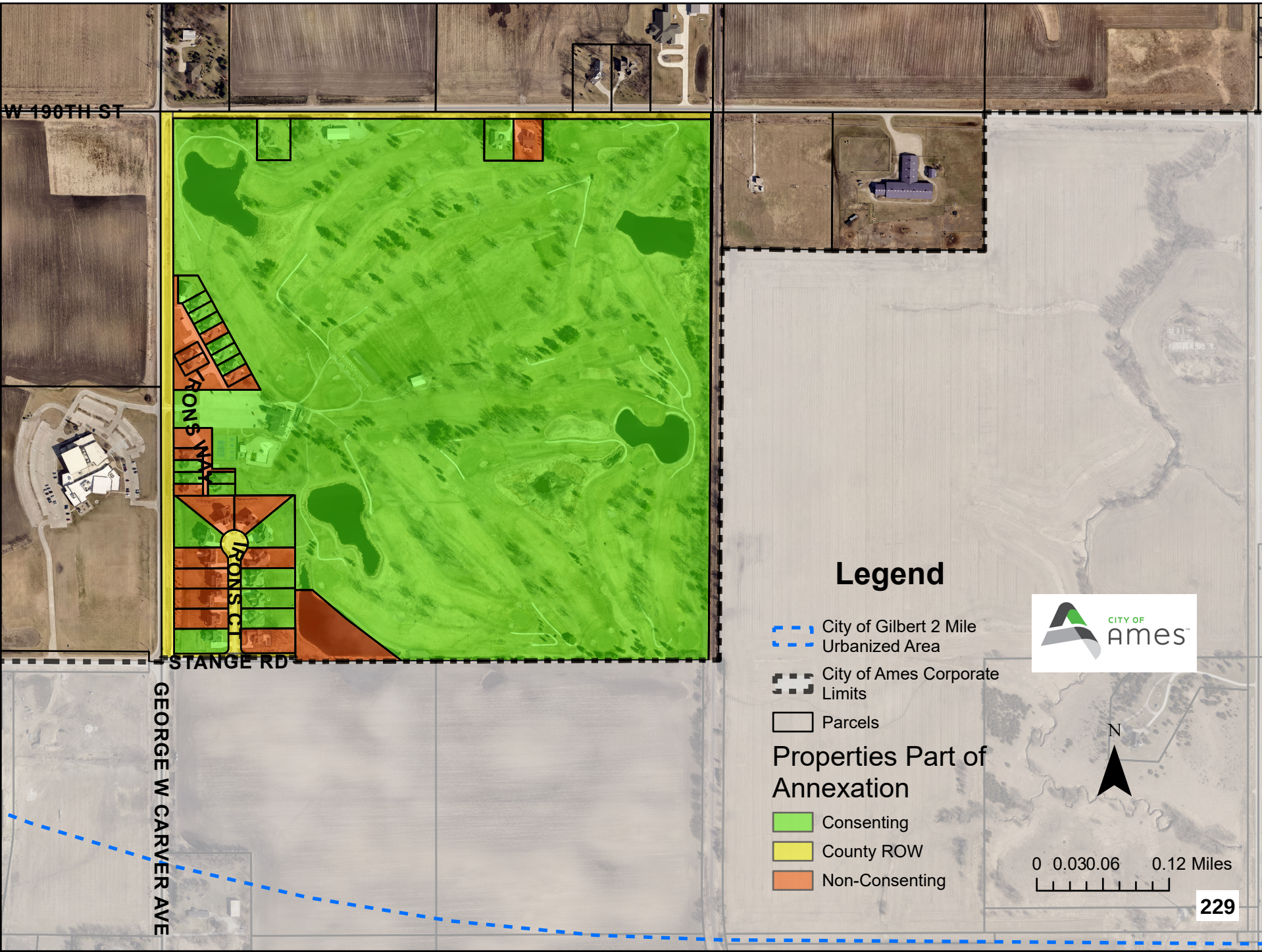
Irons and AGCC Annexation Area

- Consenting
- NA
- Nonconsenting

- City of Gilbert 2 Mile Urbanized Area
- Ames Corporate Limits
- Pending Borgmeyer Annexation Area
- Parcels

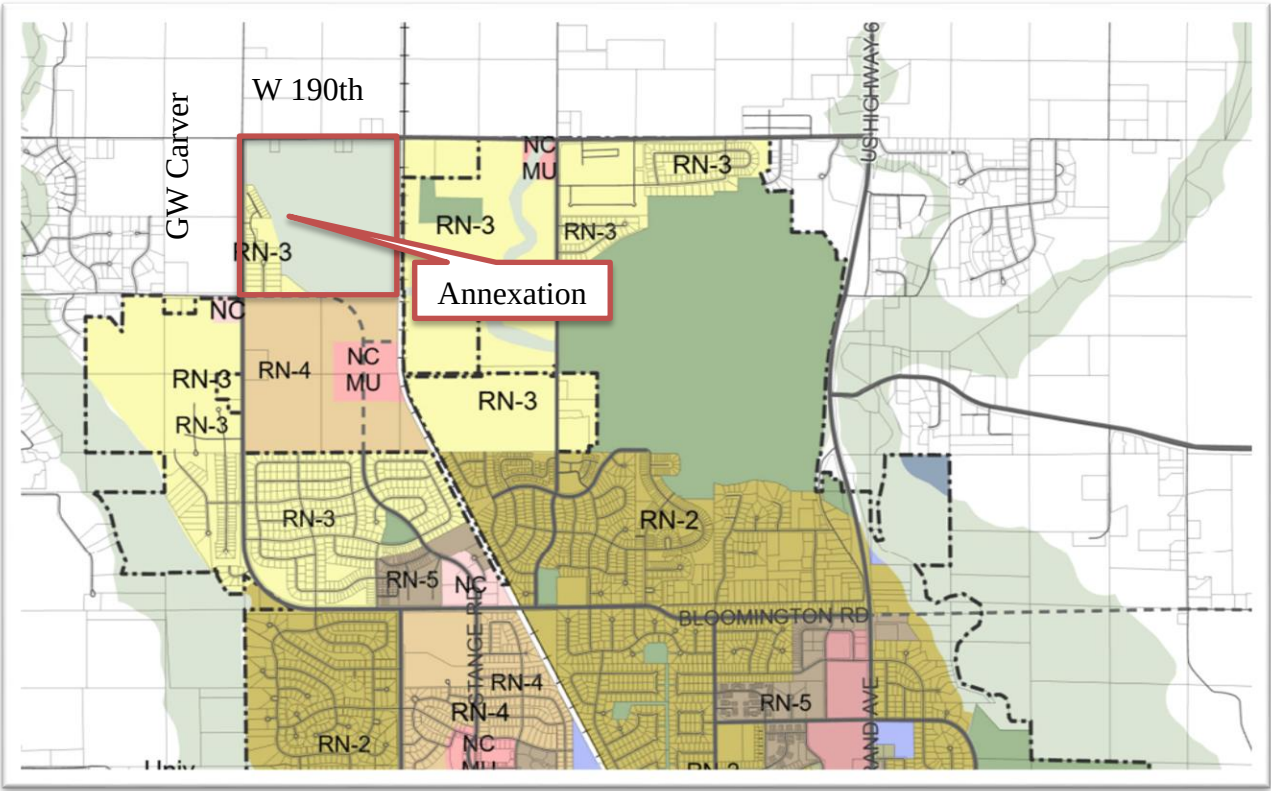


Annexation Area



[illegible]

Plan 2040 Designation Excerpt



ITEM #:	30
DATE:	07-28-26
DEPT:	P&H

COUNCIL ACTION FORM

SUBJECT: HEARING FOR APPROVAL OF 2026-2027 ANNUAL ACTION PLAN FOR THE CITY'S COMMUNITY DEVELOPMENT (CDBG) & HOME PROGRAMS

BACKGROUND:

As part of the City's approved 2024-28 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 year. Action Plan activities should be consistent with the goals and priorities identified in the Consolidated Plan.

The Consolidated Plan goals address support for creating and sustaining affordable housing for low- and moderate-income households, as well as for non-low- and moderate-income households, with specified outcomes related to each goal.

For FY 2026-27 CDBG/HOME Allocations, and the City was awarded the following amounts:

- CDBG: \$547,112
- HOME: \$270,579.98

These funds are combined with rollover funds and projected program income to create the total planned budget for the proposed Annual Action Plan.

PUBLIC FORUM INPUT:

On March 25, 2026, City staff hosted two in-person public forums to gather input on potential projects for the 2026-27 CDBG/HOME Annual Action Plan. Nine individuals attended the in-person forums. Attendees included representatives from Good Neighbor, The Bridge Home/CISS, Christ Community Church, Heartland of Story County, Friendship Ark, ACCESS, and Pathway to Home.

Additionally, the draft proposed 2026-27 Annual Action Plan PowerPoint presentation recording has also been made available on the Housing Division's website, at www.cityofames.org/housing.

Staff did not receive any comments regarding the proposed FY 2026-27 action plan activities during the public forums.

At the April 14, 2026, City Council meeting, staff presented the public forum comments and proposed projects for the 2026-27 Proposed Draft Annual Action Plan (see Attachments A & B). City Council directed staff to finalize the Plan and make it available for public comment.

For the FY 2026-27 CDBG Program, the following projects were proposed:

CDBG (Attachment A):

- Homebuyer Assistance Program--\$160,000
- Public Facilities Rehabilitation Program (Non-Profits)--\$222,923
- Disposition of Properties (1107 Grand, 621 Grand, 1514 Duff, Baker Subdivision)--\$12,000
- Public Infrastructure Improvements (Street Improvement-S. Washington)--\$405,300

TOTAL PROPOSED CDBG BUDGET--\$800,233 (not including administration)

HOME (Attachment B):

For the FY 2026-27 HOME Program, the following project was proposed:

- New Single Family Home Construction— \$895,732 (not including administration)

This proposed budget would assist in constructing approximately three of the remaining six affordable lots in the Baker Subdivision (see attached budget).

The proposed plan was made available for public comment from June 24, 2026, through July 23, 2026. The following comment was received during the comment period (see Attachment C).

ALTERNATIVES:

1. Approve the proposed 2026-27 Annual Action Plan Program Projects and budget (Attachments A and B) and authorize the submittal of the plan to HUD on or by August 16, 2026.
2. Approve **modified** 2026-27 Annual Action Plan Program Projects and budget (Attachments A and B) and authorize the submittal of the plan to HUD on or by August 16, 2026, with modifications.
3. Request more information from staff and consider approval on August 11.

CITY MANAGER'S RECOMMENDED ACTION:

All of the proposed projects will continue to help address the needs identified in the 2024-28 Five-Year Consolidated Plan. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[CDBG_2026-27_Proposed_Budget-4-10-26-R.pdf](#)

[HOME_2026-27_Proposed_Budget_3-3-26.pdf](#)

[30-Day Comment.pdf](#)

ATTACHMENT A

2026-27 PROPOSED Action Plan Expenditure Budget:			
2026-2027 Proposed CDBG Projects	2026-27 CDBG Budget Allocation	2026-27 Proposed Program Income	Proposed Program Budget Totals
Total Allocations	\$ 547,112	\$ 453,166	\$ 1,000,278
Less: CDBG Administration (20% Cap)	\$ (109,422)	\$ (90,633)	\$ (200,055)
Total Allocations for Programming	\$ 437,690	\$ 362,533	\$ 800,223
Homebuyer Assistance Program	\$ 160,000	\$ -	\$ 160,000
Public Facilities Rehabilitation Program (Non-Profits)	\$ 222,923	\$ -	\$ 222,923
Disposition of Properties (1107 Grand, 621 Grand, 1514 Duff, Baker Subdivision)	\$ 12,000	\$ -	\$ 12,000
Public Infrastructure Improvements (Street Improvement-S. Washington)	\$ 42,767	\$ 362,533	\$ 405,300
Program Totals	\$ 437,690	\$ 362,533	\$ 800,223
PROPOSED 2026-27 Action Plan Revenue Budget:			
		Less: Adminstration Cap	Program Budget Balance
2026-27 CDBG Allocation (Based on 2025-26 Allocation)	\$ 547,112	\$ (109,422)	\$ 437,690
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
Total Anticipated 2026-27 Allocation Balance	\$ 1,000,278	\$ (200,055)	\$ 800,223

ATTACHMENT B

PROPOSED HOME 2026-27 Action Plan Expenditure Budget:			
2026-2027 Proposed HOME Projects	2026-27 HOME Budget Allocation	2026-27 HOME Anticipated Budget Rollover	Proposed HOME Program Budget Totals
Total Allocations	\$ 270,579.98	\$ 1,035,038.00	\$ 1,305,617.98
Less: HOME Administration (10% Cap)	\$ (27,058.00)	\$ (152,920.00)	\$ (179,978.00)
Less: CHDO (15%)	\$ (40,587.00)	\$ (189,320.00)	\$ (229,907.00)
Total Allocations for Programming	\$ 202,934.98	\$ 692,798.00	\$ 895,732.98
New Single Family Home Construction	\$ 202,934.98	\$ 692,798.00	\$ 895,732.98
Program Totals	\$ 202,934.98	\$ 692,798.00	\$ 895,732.98
PROPOSED 2026-27 Action Plan Revenue Budget:			
		Less Admin Cap & CHDO	Program Budget Balance
2026-27 HOME Allocation (Actual Allocation)	\$ 270,579.98	\$ (67,645.00)	\$ 202,934.98
Total Anticipated 2025-26 Allocation Balance	\$ 270,579.98	\$ (67,645.00)	\$ 202,934.98
2024-25 Remaining Total Balance	\$ 1,269,492.00	\$ (342,240.00)	\$ 927,252.00
2024-25 Estimated Remaining Expenses	\$ (234,454.00)	\$ -	\$ (234,454.00)
2026-27 Anticipated Rollover Balance	\$ 1,035,038.00	\$ (342,240.00)	\$ 692,798.00
Total Anticipated 2026-27 HOME Balance	\$ 1,305,617.98	\$ (409,885.00)	\$ 895,732.98

ATTACHMENT B

30-day Public Comments

From: Debbie Carter <debbielanp@aol.com>
Sent: Saturday, July 11, 2026 2:29 PM
To: Baker-Latimer, Vanessa <vanessa.bakerlatimer@cityofames.org>
Subject: RE: Input Sought for CDBG/HOME Annual Action Plan

Dear Vanessa Baker-Latimer:

Please submit my request and comments for consideration in regard to the CDBG/HOME Annual Action Plan 2026/2027 annual grant.

I request that the city strengthen existing neighborhoods and improve public facilities by implementing grants or cost-sharing for sidewalk and alley improvement programs in moderate income census tracts, or for moderate income residential property owners in any census tract, or in cases that the improvement is best done by government such as in the pavement of a gravel alley. In cases where sidewalk improvement costs are prohibitive or excessive for the homeowner, a 50/50 cost sharing program might also offer necessary relief.

Thank you for your consideration.

And, Vanessa, thank you for visiting with me about the CDBG/HOME Annual Action Plan!

Best wishes!

Debbie Carter
709 Douglas Avenue
Ames, IA. 50010
Phone: 515-708-6351

ITEM #:	31
DATE:	07-28-26
DEPT:	PW

COUNCIL ACTION FORM

SUBJECT: 2025/26 LOW POINT DRAINAGE IMPROVEMENTS PROGRAM (VARIOUS LOCATIONS)

BACKGROUND:

The Low Point Drainage Improvements Program is an annual program for the improvement of areas with drainage issues within the low points throughout the city. **This project involves the drainage improvements to the intersections of Northwestern Ave & 20th St, S Bell Ave & SE 16th St, River Oak Dr & Grove Ave.**

The project is planned for construction over a single year. The project will remove and replace intakes, install storm sewer pipe, and re-grade ditches. Plans and specifications for this project were completed by City staff.

This program also includes a future project location at Duff Ave & 6th St which will be completed along with the Duff Ave improvements programmed in the Capital Improvements Plan (CIP) in the 2027/28 construction year to coordinate project details and minimize construction impact on residents.

On July 22, 2026, bids for the 2025/26 Low Point Drainage project were received as follows:

Bidder Name	Bid Total
Engineer's Estimate	\$192,379.50
JC Midwest	\$174,636.95
On Track Construction	\$189,950.00
Absolute Concrete Construction Inc.	\$201,129.00
KE Builders LLC	\$218,106.00
Con-Struct Inc	\$260,013.00
Iowa Water & Waste Systems	\$263,974.30

A summary of revenues and projected expenses is shown below:

Description	Revenue	Expenses
2025/26 Low Point Drainage Improvements (Stormwater Utility Funds)	\$500,000	
Project Locations noted above (as-bid) (This Council action)		\$174,636.95

Future Project Location (Duff Ave & 6th St)		\$150,000.00
Engineering/Administration (Overall Program)		\$100,000.00
TOTAL	\$500,000	\$424,636.95

ALTERNATIVES:

1. Approve a resolution to:
 - a. Accept the report of bids for the 2025/26 Low Point Drainage (Various Locations) project.
 - b. Approve the final plans and specifications for this project.
 - c. Award the 2025/26 Low Point Drainage project to JC Midwest of St Charles, IA, for \$174,636.95.
2. Do not approve this project and direct staff to make changes.

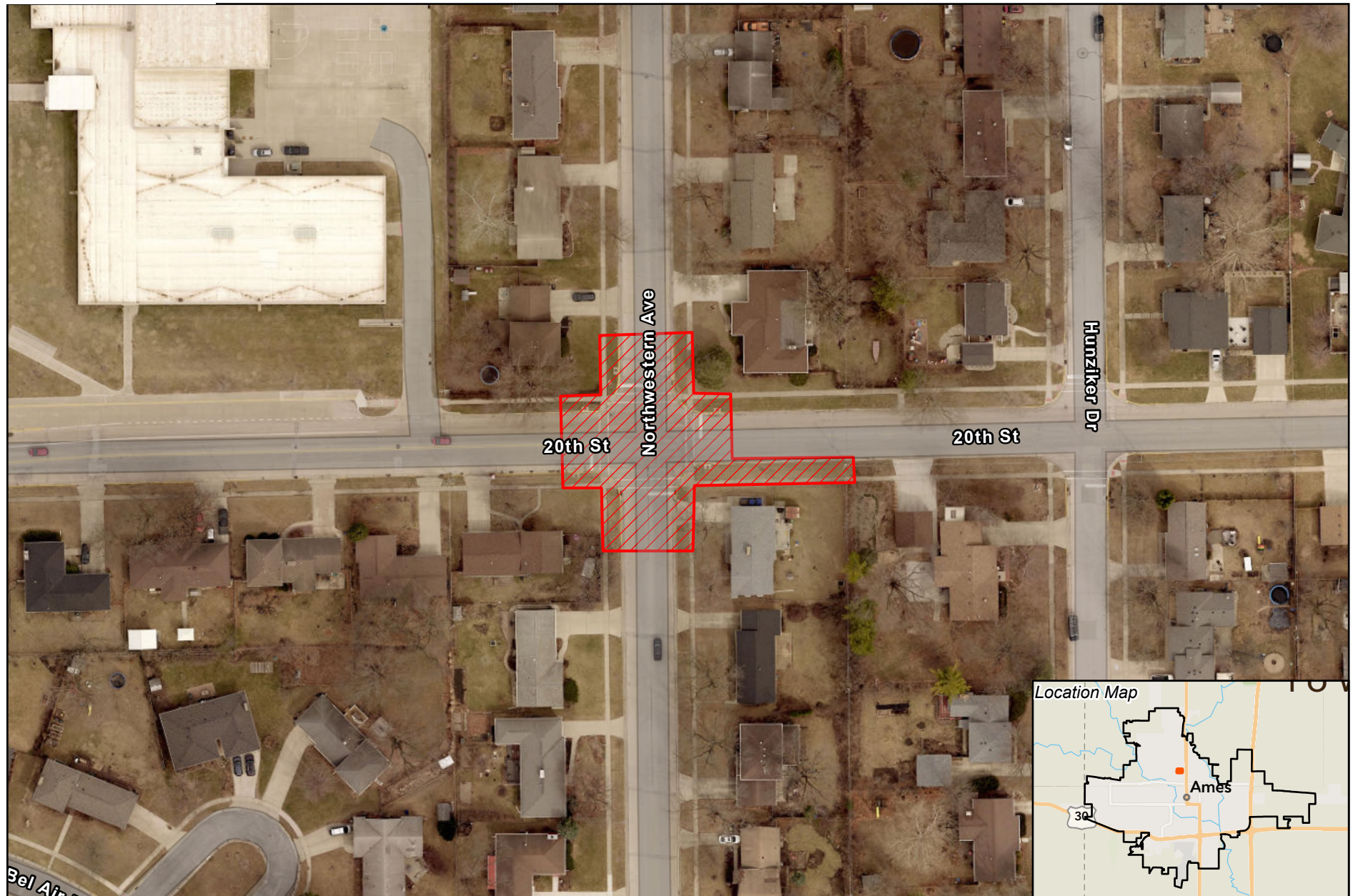
CITY MANAGER'S RECOMMENDED ACTION:

Approval of the plans and specifications and awarding the project will allow construction of improvements to address drainage in these areas, decrease localized flooding, and reduce damage to infrastructure. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

ATTACHMENT(S):

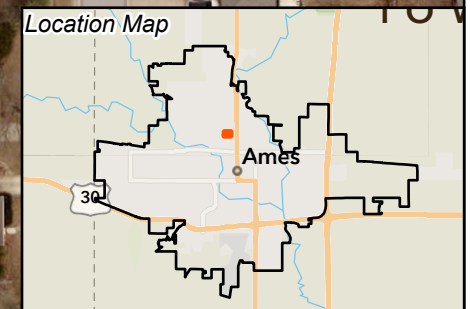
[Northwestern Ave & 20th St Project Location Map.pdf](#)
[River Oak Dr & Grove Ave Location Map.pdf](#)
[S Bell Ave & SE 16th St Project Location Map.pdf](#)

2025/26 Low Point Drainage Improvements Program Northwestern Ave & 20th St Project Location Map



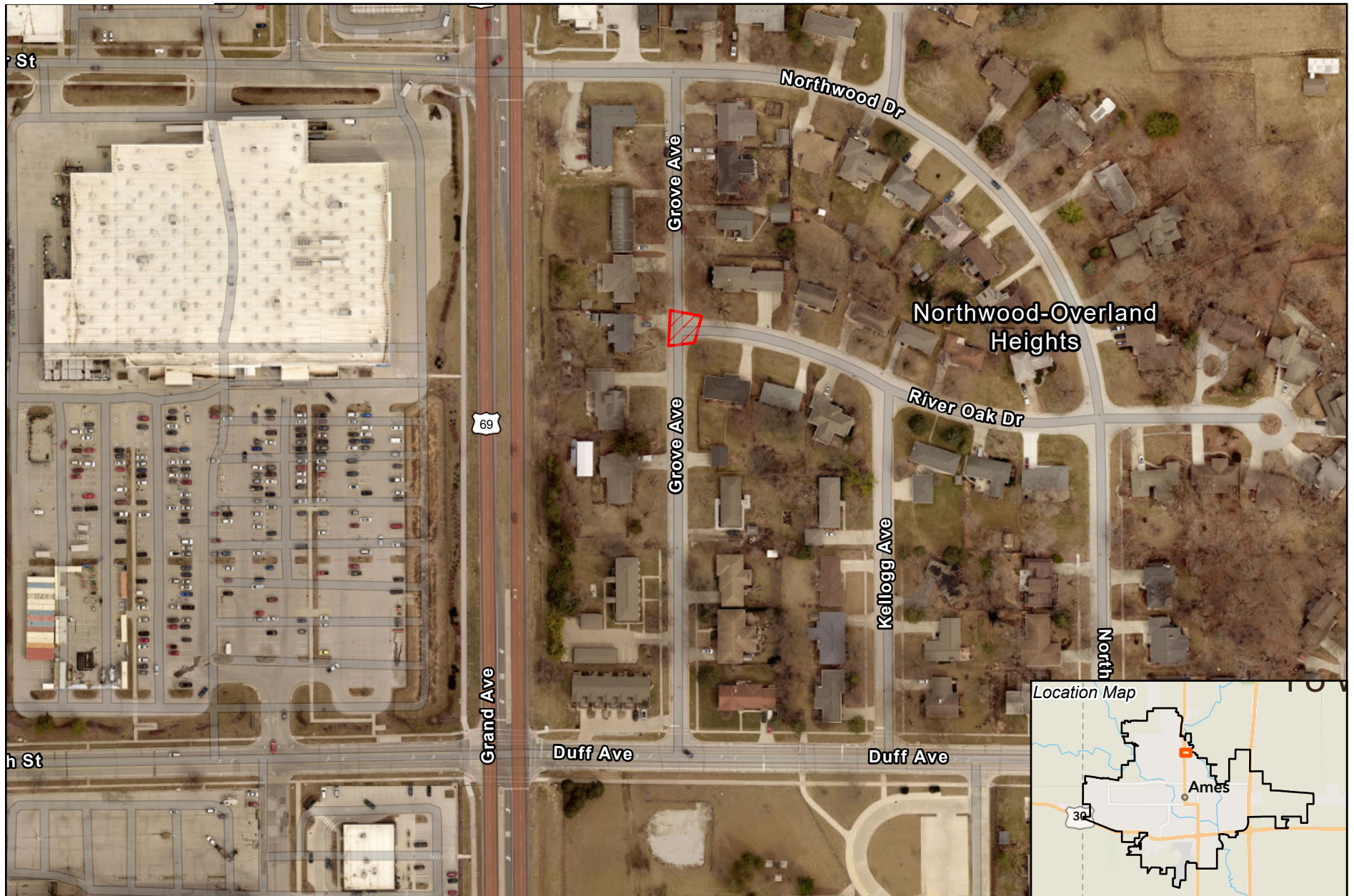
Legend

 Project Area



0 50 100
Feet

N
239



Legend

 Project Area

0 100 200
Feet

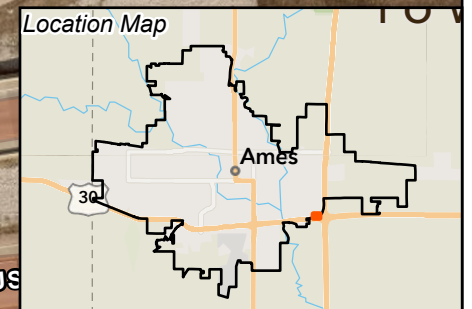
N
240

2025-26 Low Point Drainage Improvements S Bell Ave & SE 16th St Project Location Map



Legend

 Project Area



0 50 100
Feet

N
241

ITEM #:	32
DATE:	07-28-26
DEPT:	PW

COUNCIL ACTION FORM

**SUBJECT: EASEMENT VACATION AT DISCOVERY PLACE 2ND ADDITION
SUBDIVISION**

BACKGROUND:

Discovery Place Second Addition is a subdivision located near the Tedesco Environmental Learning Corridor adjacent University Boulevard. An existing 10-foot public utility easement (PUE) is located within Outlot "X" of the subdivision. The PUE was created at the time of the original platting of Iowa State University Research Park Third Addition to facilitate utility access to the lots in the area.

Discovery Place Second Addition created new PUEs to facilitate different alignments of utility access. The new PUEs provide the same utility access to the area that the original PUE provided. **City staff has reviewed the existing PUE and concurs that it is now no longer necessary and does not have any utilities located within it.**

ALTERNATIVES:

1. Approve vacation of the easement.
2. Direct staff to make further changes to the easement area.

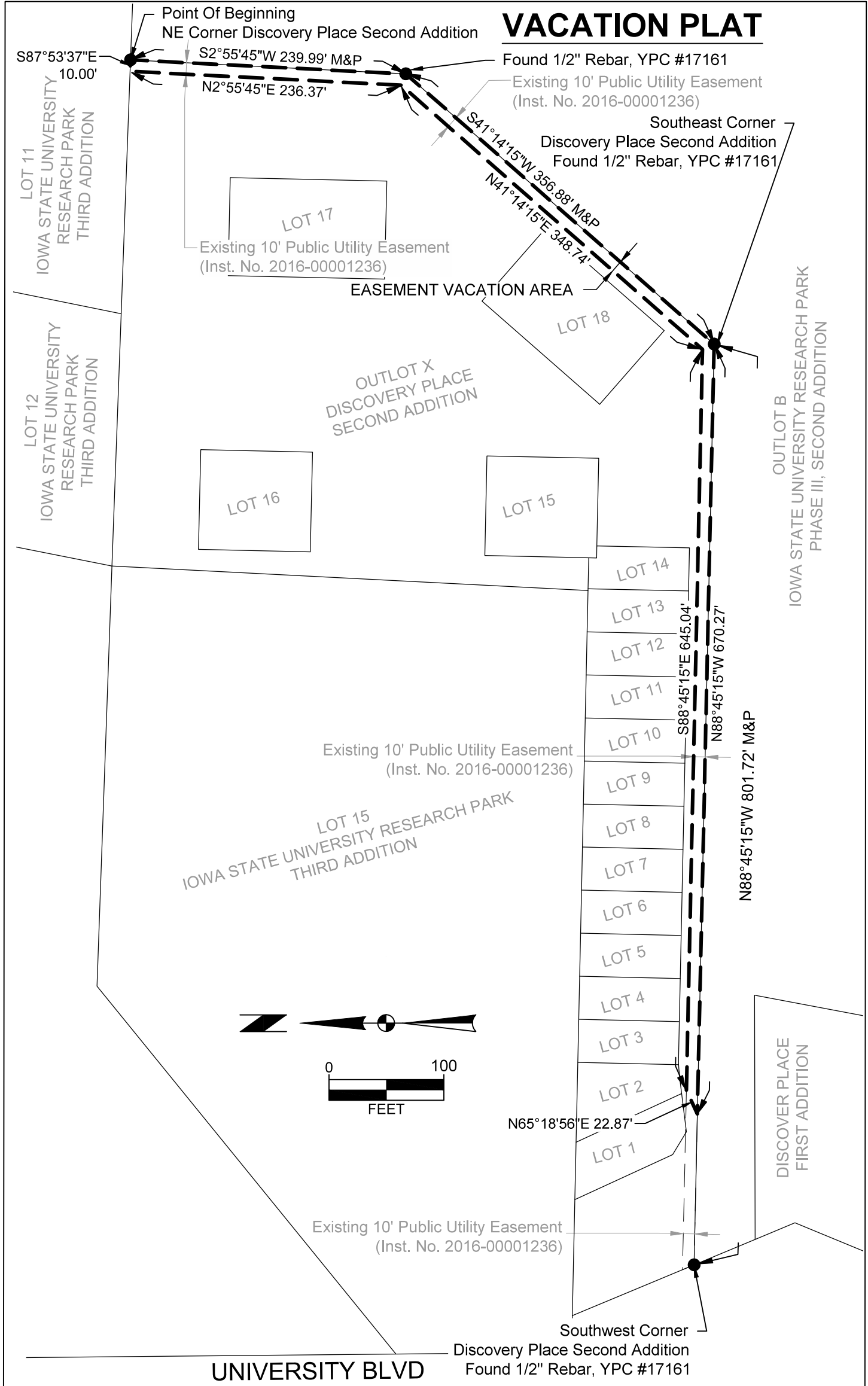
CITY MANAGER'S RECOMMENDED ACTION:

A new public utility easement, with a different alignment, has been created to facilitate utility access. No utilities are known to be located within the existing easement. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[VACN_1240618_PUE-signed.pdf](#)

[Discovery Place 2nd Addition Location Map.pdf](#)



PT. OUTLOT X, DISCOVERY PLACE SECOND ADDITION

VACATION PLAT



2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 2 OF 2
PN: 124.0618.01
T-R-S:83N-24W-22
DATE: 06/02/2026
PM/TECH: EDG/AJD



Discovery Place 2nd
Addition



MEMO

To: Mayor & City Council

From: Donald Kom, Director of Electric Services

Date: July 28, 2026

Subject: Continue Hearing on vacation of Easement

The City Council set a date of Public Hearing on the vacation of Electric Utility Easement and approval of the Disclaimer of Interest in Realty for the 161 KV Transmission Line relocated for Iowa Department of Transportation.

City staff is working through final details for the easement and request this hearing be continued to August 11, 2026.

ITEM #:	34
DATE:	07-28-26
DEPT:	P&H

COUNCIL ACTION FORM

SUBJECT: APPEAL OF CONDITIONS OF APPROVAL FOR A CERTIFICATE OF APPROPRIATENESS FOR 904 KELLOGG AVENUE

BACKGROUND:

The property owner at 904 Kellogg Avenue installed two mini split air source heat pump systems with external supply lines in 2025. **Staff received a complaint about 904 Kellogg Avenue in spring 2026 that the property underwent alterations for mini split systems without the necessary approval from the Historic Preservation Commission.**

Staff issued a Notice of Violation on April 9 to the owners indicating that a Certificate of Appropriateness (COA) was required and the system was subject to City Historic Review Standards of Chapter 31 of the Ames Municipal Code. **Staff determined that the external supply lines constituted an alteration within the meaning of Chapter 31 and a COA was required.**

The owner subsequently applied for a COA to allow the installation of two ground-mounted heat pump systems with supply lines that run along the north and south sides of the property located at 904 Kellogg Avenue to approve as-is. **The original application and detailed HPC report are attached.** The applicant did not attend the meeting to discuss their situation and relied upon their written application to the HPC.

The Historic Preservation Commission reviewed the application on May 11, 2026 and approved the application with the following conditions:

1. All PVC pipes are painted to match the house.
2. A portion of the pipes on the north side are exposed. Modify the exposed pipe so they are encased, discreet, and blend with the structure in color **(This is the conditioned that is being appealed).**
3. All conditions are met within 4 months of approval. A 30-day extension may be granted by staff due to unforeseen circumstances.

The owner subsequently appealed the decision of the HPC within 30 days of the approval. A stay on the approval has since occurred. **The owner contends that it is not practicable to implement Condition #2 related to the exposed supply line pipes** (See attached appeal information and contractor email. Note this is new information not provided to the HPC).

APPEAL PROCESS:

Section 31.16 of the Municipal Code related to appeals states:

"Any person aggrieved by or adversely affected by a decision of the Commission may, within thirty (30) days of that decision, appeal the Commission's actions to the City Council. The Council shall determine whether the commission exercised its powers in accordance with the applicable laws and ordinances, and whether the commission's action was patently arbitrary".

Exterior alterations of a property located in the Old Town Historic District are required to receive a Certificate of Appropriateness. Chapter 31 does not have guidelines that directly speak to the installation of mini split systems as they are a relatively new phenomenon.

The HPC applied the general alteration criteria to the request. When Chapter 31 does not provide specific criteria, the Secretary of Interior's Standards for Rehabilitation and the Design Guidelines for Alterations are used to make a determination. **The Commission determined that the design of the system as routed along the walls with no concealment and blending of color into the house made it incompatible with the historic character of the home.**

In consultation with the City Attorney, the appeal review standard is not a "de novo" hearing, meaning it is not a fresh review of the application. **The Council is charged with deciding if the HPC acted patently arbitrary in its application of the Chapter 31 standards for the subject application based upon the information included in the application and the review at the May 11 meeting. Since the time of the May 11 meeting, the applicant provided an additional opinion that the conditions would be difficult to meet and does not want to comply with the requirements.**

The City's alteration criteria are focused on maintaining historic character consistent with the Secretary of the Interior's Standards for Rehabilitation. The attached HPC report details the standards. **The owner's appeal focuses on their concerns of compliance and do not address how the proposal is consistent with any of the historic standards that apply to alterations.**

The HPC utilized the Secretary's standards and applied them in a reasonable manner consistent with the guidance for Rehabilitation, including consideration of economic and technical feasibility based upon the information provided, and determined that the system could be approved, but the overall conditions were necessary to approve the application.

ALTERNATIVES:

1. Approve a Resolution to deny the appeal of the conditions of approval for a Certificate of Appropriateness for 904 Kellogg Avenue by finding the HPC acted consistent with the standards of Chapter 31.
2. Move to remand the application to the HPC to consider new information from the appellant for the project at 904 Kellogg Avenue.
3. Adopt a Resolution approving the appeal of the conditions of approval for a Certificate of Appropriateness for 904 Kellogg Avenue by finding the HPC determination was arbitrary in relation to the standards of Chapter 31.

CITY MANAGER'S RECOMMENDED ACTION:

The overall review process for alterations is designed to protect the integrity of the historic resources of the historic district. Alterations are intended to be reviewed before an owner undertakes a project to ensure that appropriate treatments and standards are applied to the project to ensure consistency with these standards.

Based upon the May 11 proceedings, staff believes the HPC applied the correct review criteria for the alterations and applied the criteria reasonably to the situation based upon the information that was presented. Therefore, the City Manager recommends the City Council approve Alternative No. 1 upholding the HPC conditions of approval for the mini split system and deny the appeal.

The appellant's recent assertions regarding the design and its practicality for being encased were not considered by the HPC and are not directly relevant to the appeal standard. Staff does not know if the applicant had presented this type of information initially, whether the HPC would have considered different conditions of approval. **If City Council believes the appellant has significant new information from a contractor that should be considered for the project, the City Council could remand the application to the HPC to review with Alternative No. 2.**

ATTACHMENT(S):

[May 11th HPC Material 904 Kellogg Avenue
Appeal and Contractor's Statement.pdf](#)

Certificate of Appropriateness

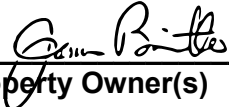
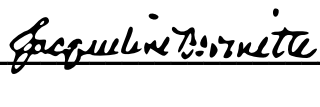
Application Form

(This form must be filled out completely before your application will be accepted.)

1. **Property Location** for this request for a Certificate of Appropriateness: 904 Kellogg Avenue,
Ames, IA 50010
2. **Existing and Proposed Use of the Property:** Residential
3. **Property Owner:** James and Jacqueline Bovinette
Business: Not applicable
Address: 904 Kellogg Avenue, Ames, IA, 50010
(Street) (City) (State) (Zip)
Phone Number: 515-441-9122 E-mail: jkbovinette@gmail.com
4. **Applicant:** James and Jacqueline Bovinette
Business: Not applicalble
Address: 904 Kellogg Avenue, Ames, IA, 50010
(Street) (City) (State) (Zip)
Phone Number: 515-441-9122 E-mail: jkbovinette@gmail.com
5. **Contact Person:** James and Jacqueline Bovinette
Business: Not applicable
Address: 904 Kellogg Avenue, Ames, IA, 50010
(Street) (City) (State) (Zip)
Phone Number: 515-441-9122 E-mail: jkbovinette@gmail.com

Obtaining approval of this Certificate of Appropriateness does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, IDOT access permits, etc.

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: 4/16/2026
Property Owner(s)

James Bovinette, Jacqueline Bovinette

Print Name

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

Certificate of Appropriateness

Checklist

This form must be filled out completely and the following information is required as part of the submittal of a request for a Certificate of Appropriateness. Please attach your answers to each item.

- ☐ A **written statement** that shall include the following:
 - ☐ Description of the project
 - ☐ Types of materials to be used
 - ☐ Dimensions of proposed alterations and new construction
 - ☐ Architectural style of alterations and new construction.
- ☐ **Photographs** showing the existing condition of all structures and areas of the property proposed for alterations and/or new construction.
- ☐ **Drawings and/or manufacturer's information**, illustrating the design of proposed alterations and new construction.
- ☐ For all new buildings, additions, and fences, a **Site Plan**, drawn to scale, on a sheet no larger than 11 x 17 inches, **including the following information:**
 - ☐ Date of preparation
 - ☐ North arrow
 - ☐ Scale
 - ☐ Property address
 - ☐ Name and address of the property owner(s)
 - ☐ Name and address of the applicant
 - ☐ Name and address of the person of firm preparing the Site Plan
 - ☐ Dimensions of all property lines, structures, existing setbacks and distances between structures, and paved surfaces to the nearest one-tenth (1/10) of a foot
 - ☐ Locations of all existing and proposed structures, additions to structures, and paved surfaces, including all buildings, fences and other structures on the property
 - ☐ Exterior elevations for all proposed buildings and additions, showing all sides of the proposed construction
 - ☐ Other pertinent information necessary to fully understand the need for a Certificate of Appropriateness. (e.g., significant change in topography, location and size of mature trees, etc.)

COMMISSION ACTION FORM

SUBJECT: CERTIFICATE OF APPROPRIATENESS FOR ALTERATIONS TO FAÇADES AT 904 KELLOGG AVENUE, IN THE OLD TOWN HISTORIC DISTRICT

BACKGROUND:

The applicants have applied for a Certificate of Appropriateness to allow the installation of two ground-mounted heat pump systems with vinyl PVC pipe supply lines that run along the north and south sides (side façades) at 904 Kellogg Avenue. The home is a contributing property built in 1920.

Staff received a complaint that 904 Kellogg Avenue underwent alterations for mini split systems without the necessary approval from the Historic Preservation Commission. Staff investigated the complaint and confirmed alterations without COA approval, see the application packet for details. Staff issued a Notice of Violation on April 9th to the owners, who immediately submitted an application for a Certificate of Appropriateness to approve the mini split they installed in 2025.

The current guidelines do not directly address the proposal and it must be determined by the Commission if the project is consistent with Chapter 31 criteria for alterations. Staff has reviewed the proposal in connection with related guidelines and standards, such as siding, gutter/downspouts, and the Secretary of the Interior's Standards for Rehabilitation.

Project Description

The owners have lived in and maintained the property for 30 years. The application narrative states, "at no time did we construe our actions as infringement in any manner upon the ordinances of the Old Town". As mentioned above, the Guidelines do not clearly state that mini splits are considered an alteration, and the owners were not aware of the requirements.

The applicants installed the mini split systems in June 2025, on both the north and south sides of the property. The applicants state that the property does not have forced air and the installation of a new forced air HVAC system would have required significant interior renovations. The installation of several mini splits was largely due to the mini split having the least impact on the historic structure and the interior of the home from their perspective. The project installed 5 air conditioning units for cooling of several rooms and a new electrical system to handle the new electrical load.

The issue of mini-splits is typically not the main ground mount unit, which is similar to an AC unit and does not require a COA. The mini-split system can employ exterior supply lines rather than interior, which is an alteration of a façade. As in this case, the design may include multiple systems on the exterior of a house.

The supply lines for this project run both vertically and horizontally, which the applicant states is necessary to access each room without additional exterior impacts. The supply lines are encased in white PVC pipes on the south street facing façade. They are currently white and according to the applicant they have not been painted due to dust delays by City construction in the summer of 2025.

The supply line on the north side of the property runs vertically up to roof eave, where it then travels west to the front edge of the house. The mini split pipe system is encased by a white PVC pipe up to the eave, where the pipe system is then exposed for the remaining distance. The applicant states the exposed pipe system is due to the chimney and electrical service line placement, which makes encasing the system difficult. The applicant did not propose to encase the exposed supply lines on the north side.

Zoning Consistency

The property at 904 Kellogg Avenue has a base zone of (RM) Residential Medium Density and the Single-Family Conservation Overlay “O-SFC” District. All projects must comply with zoning standards. Table 29.702(3) of the *Municipal Code* specifies the Zone Development Standards for the RM district. RM base zoning controls use, setbacks, lot coverage, etc. There are no Zone Development Standards that address vents or external pipes in the RM district in relation to the proposal.

The compatibility standards for the O-SFC district are found in Section 29.1101(9). These standards regulate various basic elements of the house and lot and are administered by staff. No action is required by the Commission to determine compliance with the O-SFC compatibility standards as external pipes are not outlined in the compatibility section.

Historic Preservation Overlay “O-H” District

The O-H overlay district designation has been applied to this property on the adopted Zoning Map for Ames. Under the requirements of Section 31.10, a Certificate of Appropriateness is required for proposed alterations, demolition, and new construction.

The new pipe on the exterior of the house is considered an “alteration.”

Section 31.10. Certificate of Appropriateness.

- (1) Any act of alteration, demolition, new construction, or relocation, as defined herein, shall require a Certificate of Appropriateness as further described below...*
- (2) Alteration. An alteration is any act or process that changes one or more of the exterior features of a structure, such as windows, porches, siding, and other features identified under the Design Guidelines that do not increase the amount of gross floor area. A Certificate of Appropriateness for an alteration shall be permitted in the following instances.*
 - (a) An architectural feature has deteriorated to the point that it must be replaced.*
 - (b) Architectural features were added which modified the original qualities of the architectural style and the current property owner wishes to restore the*

structure to the original architectural style.

- (c) **Architectural feature may be added if the feature is appropriate to the architectural style of the structure.**

2003 Site Inventory Form for 904 Kellogg Avenue. See attached form for details.

The 2003 Site Form notes the property as a Contributing structure. The home is an American Four-Square style with Craftsman influence. The house sits on a corner lot, which was historically used for showcase homes.

Secretary of the Interior's Standards for Rehabilitation. Section 31.12, of the *Municipal Code*, includes the Secretary of the Interior's Standards for Rehabilitation. These standards, from the U.S. Department of the Interior, National Park Service, shall be followed. The standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility. The following Standards apply to the request under consideration:

Section 31.12. The Secretary of the Interior's Standards for Rehabilitation.

- (9) *New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.*
- (10) *New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.*

Standards 1 through 8 are not applicable to the proposed pipe. Staff believes that the addition of the PVC pipe onto the exterior of the house in the manner proposed can be consistent with Standards 9 and 10, as described above, if the pipe is painted to match the lap siding. It could be found that it does not detract and that it could be removed without changing the historic character or materials.

The exposed pipe system could be encased by PVC pipe if the Commission determines that to be necessary to meet the standards.

DESIGN GUIDELINES AND DESIGN CRITERIA:

Design Guidelines for Alterations. Design Guidelines are the standards intended to preserve the historic and architectural character of the district. The following Design Guidelines for Alterations apply to this request for a Certificate of Appropriateness, described in Section 31.13 (9) & (12) as follows:

- (9) Gutters and Downspouts.** *(Included as a similar type of feature to the supply lines)*
- (a) Built-in gutters and other historic drainage provisions such as wood gutters shall be retained whenever possible.
- (b) Downspouts and gutters may be added if they have not previously existed.

- (c) Metal gutters and downspouts shall be permitted when dealing with a building where a water removal system never existed or where repair of the historic system is not possible.
- (d) Half-round gutters and round downspouts or Roman ogee (K-style) gutters and rectangular downspouts shall be permitted.
- (e) Downspouts shall be run vertically. Diagonals crossing roof planes and walls shall not be permitted.

(12) Siding/Exterior Materials.

- (a) The historic exterior siding material shall be retained whenever possible.
- (b) Cementitious siding (smooth finish) of an appropriate profile is permitted for portions of the structure that are not part of the original structure, and on additions that were built after 1941.

Staff Comments on Design Guidelines for Gutters/Downspouts.

This is not an application for Gutters/Downspouts, but the PVC pipe impacts, size, and orientation are similar. The intent of this guideline is to be sensitive to the character defining features of the home and minimizing visual impact of a modern feature that is not part of the homes period of significance.

Gutters and downspouts are required to run vertically along the structure. The south façade has two separate supply lines, one runs vertically and one runs both vertical and horizontal. A portion of the mini split pipe system runs horizontally along the middle of the south façade above a sunroom and was not run vertically to the roof eave. The applicant states the system was designed in this manner so it was hidden behind the sunroom and not visible from the sidewalk.

Staff Comments on Design Guidelines for Alterations to Siding/Exterior Materials.

The applicant has added PVC pipes to the north and south sides of the residence. The pipes will originate in new ground-mounted heat pumps. The pipes run along the side of the house and along the eave on the north side of the property. They will enter the house through the second story and continue internally to limit any exterior impacts on the historic structure. The pipes will be visible, primarily from Kellogg Avenue. The Commission must determine if the pipe fits in within the historic context of the house. Materials and color are considerations in relation to this issue.

Design Criteria for the Old Town Historic District. Design Criteria are the standards for architectural elements related to character defining features of specific types of architecture. The styles of architecture in the Old Town Historic District were established at the time the district was created. The Site Inventory Sheet from the survey completed in 2003, lists the style of architecture as “Queen Anne.” The Design Criteria for “Queen Anne” architecture is included in Section 31.14(1)(b) of Chapter 31 of the Municipal Code.

Staff Comments on Design Criteria.

Staff does not believe any specific criteria apply.

ALTERNATIVES:

1. The Historic Preservation Commission may modify the proposed Certificates of Appropriateness for the property located at 904 Kellogg Avenue in the Old Town Historic District if it finds that the proposed alterations comply with the Design Guidelines in Section 31.13(11) & (12) with only minor changes as follows:
 - a. All PVC pipes are painted to match the house.
 - b. A portion of the pipes on the north side are exposed. Modify the exposed pipe so they are encased, discreet, and blend with the structure in color.
 - c. All conditions are met within 4 months of approval, a 30-day extension may be granted by staff due to unforeseen circumstances.
2. The Historic Preservation Commission can modify or deny the proposed Certificates of Appropriateness for the property located at 904 Kellogg Avenue in the Old Town Historic District if it finds that the proposed alterations do not comply with the Design Guidelines in Section 31.13(11) & (12) and require changes to design as follows:
 - a. Design Guidelines for Gutters and Downspouts require gutters to run vertically, require the applicants to submit a plan to reroute the horizontal PVC pipe on the south façade to less conspicuous placement along the facade.
 - b. A portion of the pipes on the north side are exposed. Modify the exposed pipe so they are encased, discreet, and blend with the structure.
 - c. The PVC Pipes are unpainted. Modify the pipes to be painted to match the structure or deny the use of unpainted pipes.
 - d. All conditions are met within 4 months of approval, a 30-day extension may be granted by staff due to unforeseen circumstances.
3. The Historic Preservation Commission could modify the approval with different conditions.
4. The Historic Preservation Commission can issue Certificates of Appropriateness for the property located at 904 Kellogg Avenue in the Old Town Historic District if it finds that the proposed alterations comply with the Design Guidelines in Section 31.13(11) & (12) as proposed with no painting or other changes to the supply lines if it finds is consistent with criteria for alterations. (applicants request)
5. The Historic Preservation Commission can refer this request back to the City staff and/or the applicant for additional information.

DEPARTMENT'S RECOMMENDED ACTION:

Staff was unable to approve the alterations due to mini splits not being outlined within the Guidelines. The interpretation of applying the Guidelines to these alterations rise to HPC review as a result. Past precedent of approving mini splits does not provide a clear example of whether to permit the changes or not as all previous examples met the Guidelines and were approved prior to installation.

The proposed mini split systems are to the north and south sides of the property. Although this is a corner lot, the south façade is treated similarly to a side façade and not as a front

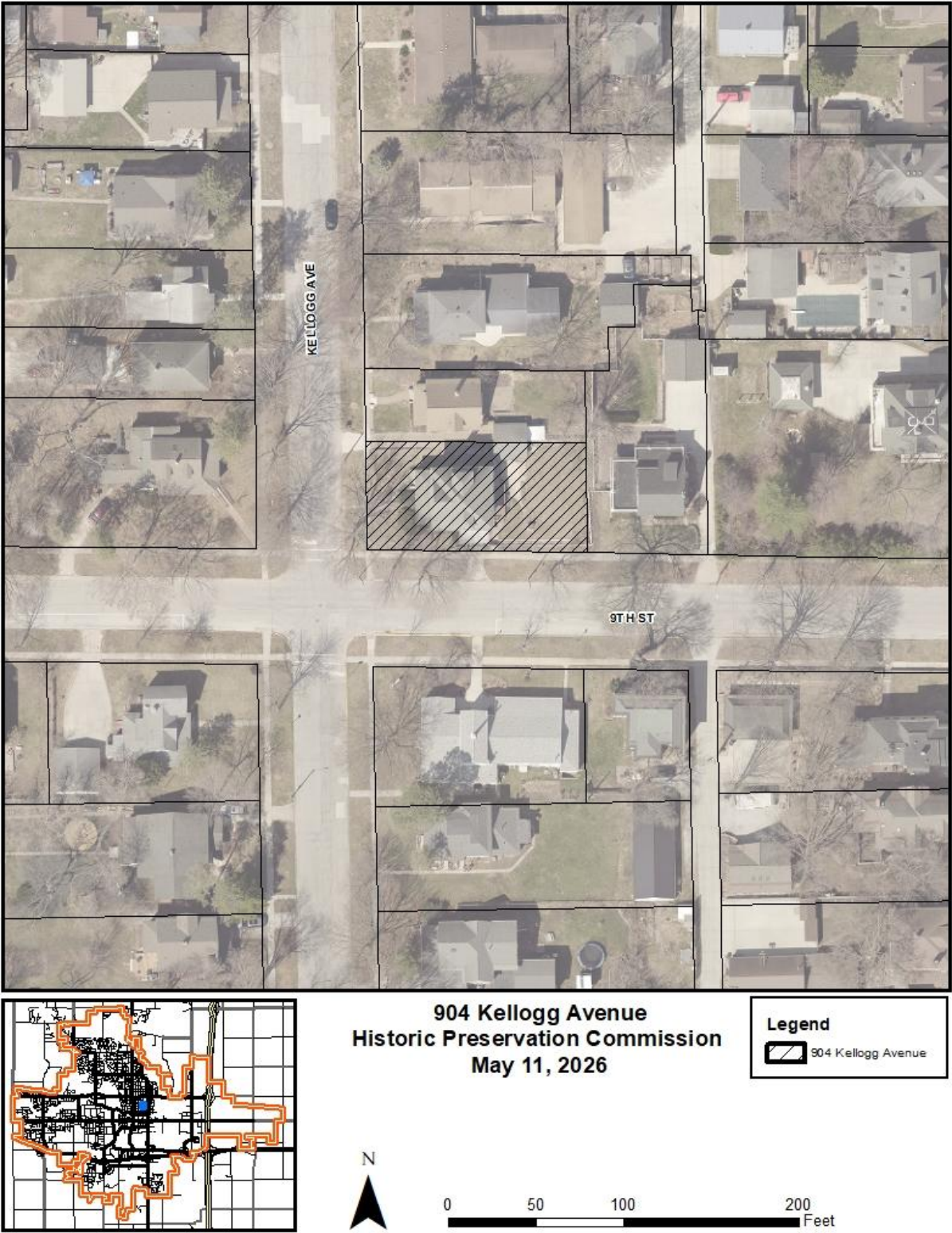
façade. The south side mini split is visible from Kellogg while the north side mini split is not readily obvious from the street.

The recent two mini-split systems review by the Commission were for side yards and include vertical routing of supply lines, encasement, painting to ensure they blend into the façade to the extent practicable.

The existing alterations include exposed piping on the north side and horizontal PVC piping on the south side, crossing through the middle of the south façade. Having two supply lines on one façade complicated options to comply with the typical guidelines. Due to these reasons, the alterations do not strictly conform to the Guidelines for Gutters and Downspouts, which have been used as a guide for past projects. The Commission may find the horizontal routing to be acceptable. The Design Guidelines also speak to new features matching the house in color.

Staff recommends encasing and painting the white PVC pipes to match the house, which will make the pipes relatively discreet. No siding alterations are necessary other than the pipes point of entry. The pipes could be removed with very little damage to the exterior. **Alternative 1 would comprehensively address these issues identified by staff and be consistent with the guidelines and past practice.**

Attachment A
Location Map



904 Kellogg Ave Photos









Iowa Site Inventory Form

(Page 1)

Site Inventory Form

State Historical Society of Iowa
(December 1, 1999)

State Inventory No. 85-01289 ☐ New ☒ Supplemental
☒ Part of a district with known boundaries (enter inventory no.) 85-03479
Relationship: ☒ Contributing ☐ Noncontributing
☐ Contributes to a potential district with yet unknown boundaries
National Register Status: (any that apply) ☐ Listed ☐ De-listed ☐ NHL ☐ DOE
9-Digit SHPO Review & Compliance Number
☐ Non-Exant (enter year)

1. Name of Property

historic name WALTER AND ELIZABETH JAMESON HOUSE

other names/site number

2. Location

street & number 904 KELLOGG AVENUE

city or town AMES

Legal Description: (If Rural) Township Name

☐ vicinity, county STORY

Township No. Range No. Section Quarter of Quarter

(If Urban) Subdivision DUFF'S ADDITION
E 88'

Block(s) 1 Lot(s) 3, S 62.5' OF

3. State/Federal Agency Certification [Skip this Section]

4. National Park Service Certification [Skip this Section]

5. Classification

Category of Property (Check only one box)

- ☒ building(s)
☐ district
☐ site
☐ structure
☐ object

Number of Resources within Property

If Non-Eligible Property

Enter number of:

— buildings
— sites
— structures
— objects
— Total

If Eligible Property, enter number of:

Contributing

Noncontributing

2 buildings
— sites
— structures
— objects
2 Total

Name of related project report or multiple property study (Enter "N/A" if the property is not part of a multiple property examination).

Title
A HOME FOR SCIENCE AND TECHNOLOGY: AMES, IOWA, 1864-1941

Historical Architectural Data Base Number
85-022

6. Function or Use

Historic Functions (Enter categories from instructions)

01A01 DOMESTIC

Current Functions (Enter categories from instructions)

01A01 DOMESTIC

7. Description

Architectural Classification (Enter categories from instructions)

07E BUNGALOW/CRAFTSMAN

Materials (Enter categories from instructions)

foundation 16 CLAY TILE

walls 02A WEATHERBOARD

roof 08A ASPHALT/SHINGLE

other

Narrative Description (☒ SEE CONTINUATION SHEETS, WHICH MUST BE COMPLETED)

8. Statement of Significance

Applicable National Register Criteria (Mark "x" representing your opinion of eligibility after applying relevant National Register criteria)

- ☒ Yes ☐ No ☐ More Research Recommended
☐ Yes ☒ No ☐ More Research Recommended
☒ Yes ☐ No ☐ More Research Recommended
☐ Yes ☒ No ☐ More Research Recommended

- A Property is associated with significant events.
B Property is associated with the lives of significant persons.
C Property has distinctive architectural characteristics.
D Property yields significant information in archaeology or history.

Iowa Site Inventory Form

(Page 2)

County STORY
City AMES

Address 904 KELLOGG AVENUE

Site Number 85-01289
District Number 85-03479

Criteria Considerations

- ☐ A Owned by a religious institution or used for religious purposes.
☐ B Removed from its original location.
☐ C A birthplace or grave.
☐ D A cemetery.
☐ E A reconstructed building, object, or structure.
☐ F A commemorative property.
☐ G Less than 50 years of age or achieved significance within the past 50 years.

Areas of Significance (Enter categories from instructions)

COMMUNITY PLANNING & DEVELOPMENT

ARCHITECTURE

Significant Dates

Construction date

1920 ☐ check if circa or estimated date

Other dates

Significant Person

(Complete if National Register Criterion B is marked above)

N/A

Architect/Builder

Architect

UNKNOWN

Builder

UNKNOWN

Narrative Statement of Significance (☒ SEE CONTINUATION SHEETS, WHICH MUST BE COMPLETED)

9. Major Bibliographical References

Bibliography ☒ See continuation sheet for citations of the books, articles, and other sources used in preparing this form

10. Geographic Data

UTM References (OPTIONAL)

Zone	Easting	North	Zone	Easting	North
1			2		
3			4		

☐ See continuation sheet for additional UTM references or comments

11. Form Prepared By

name/title WILLIAM C. PAGE, PUBLIC HISTORIAN

organization CITY OF AMES, IOWA

date 2003

street & number 520 EAST SHERIDAN AVENUE (PAGE)

telephone 515-243-5740

city or town DES MOINES

state IA

zip code 50313-5017

ADDITIONAL DOCUMENTATION (Submit the following items with the completed form)

FOR ALL PROPERTIES

1. **Map:** showing the property's location in a town/city or township.
2. **Site plan:** showing position of buildings and structures on the site in relation to public road(s).
3. **Photographs:** representative black and white photos. If the photos are taken as part of a survey for which the Society is to be curator of the negatives or color slides, a photo/catalog sheet needs to be included with the negatives/slides and the following needs to be provided below on this particular inventory site:

Roll/slide sheet #	<u>8056</u>	Frame/slot #	<u>27A</u>	Date Taken	<u>2002</u>
Roll/slide sheet #	<u>1055</u>	Frame/slot #	<u>27</u>	Date Taken	
Roll/slide sheet #		Frame/slot #		Date Taken	

- ☐ See continuation sheet or attached *photo & slide catalog sheet* for list of photo roll or slide entries.
☐ Photos/illustrations without negatives are also in this site inventory file.

FOR CERTAIN KINDS OF PROPERTIES, INCLUDE THE FOLLOWING AS WELL

1. **Farmstead & District:** (List of structures and buildings, known or estimated year built, and contributing or non-contributing status)
2. **Barn:**
 - a. A sketch of the frame/truss configuration in the form of drawing a typical middle bent of the barn.
 - b. A photograph of the loft showing the frame configuration along one side.
 - c. A sketch floor plan of the interior space arrangements along with the barn's exterior dimensions in feet.

State Historic Preservation Office (SHPO) Use Only Below This Line

Concur with above survey opinion on National Register eligibility: ☐ Yes ☐ No ☐ More Research Recommended

☐ This is a locally designated property or part of a locally designated district.

Comments: _____

Evaluated by (name/title): _____

Date: _____

Iowa Site Inventory Form (Page 3)

Iowa Department of Cultural Affairs
State Historical Society of Iowa

Iowa Site Inventory Form Continuation Sheet

Site Number 85-01289

Related District Number 85-03479

Page 1

WALTER AND ELIZABETH JAMESON HOUSE

STORY

Name of Property

County

904 KELLOGG AVENUE

AMES

Address

City

Narrative Description

The Beecher survey correctly describes this house:

"Hipped roof with gabled dormer on front façade and hipped dormer on sides; hipped roof on front porch; flat roof on side sun room; boxed cornice and plain frieze at eave line; narrow horizontal clapboard siding with corner boards; molded frieze over openings; front porch full width of the façade with square columns on brick pedestals and closed railing; plain entablature; open railing at roof's edge over sun room."

This is a 2.5 story, frame house. Its roof system is steeply pitched with wide eaves. Fenestration generally is 3/1 double-hung sash. The dormers feature paired windows. An outside wall, brick chimney is located on the north elevation of the building. A 1-story, frame solarium, covered with a flat roof, is located at the southeast corner of the building. It features sets of ribbon windows. Although this is an addition to the building (it does not appear on the 1926 Sanborn fire insurance map), its design is sympathetic to the building and was likely built soon after the 1926 date. The Ames Assessor's Office dates the construction of this house to 1920.

A 2-bay, frame garage is situated at the rear of the property and accessed by the street. It features a moderately pitched, front gable roof and is clad with narrow wood horizontal siding. The title to this garage is shared with the property at 904 Kellogg Avenue, an anomaly in the historic district and in Ames. The north bay of the garage features double doors constructed of diagonally laid wood planks. The south bay of the garage appears to be without doors.

Narrative Statement of Significance

This house contributes to the Old Town Historic District under National Register Criterion A. Corner lots—particularly the southeast and southwest corners—were frequently chosen by residents in Ames to build showcase homes, as this home and its large size illustrates. (See MPD and National Register nomination.)

This house contributes to the Old Town Historic District under National Register Criterion C. It calls attention to the influence of the American Four Square form in the neighborhood. (See MPD and National Register nomination.) The design shows the influence of Late 19th century and early 20th century revival styling as well as Craftsman styling. The steeply pitched hipped roof, gabled dormer on the front façade, and hipped dormer on the south and north elevations are redolent of Colonial Revival styling; while the bulkheads on the front porch, and the elaborate use of brick for the porch piers and prominent chimney relates to Craftsman styling, as practiced in Ames. The 3/1-double-hung sash, which feature a wide central pane flanked by narrow side panes, is unusual. Most multiple-pane upper sash in the Old Town Historic District are uniform in size. The overall design of this house is conservative, as evident in its steeply pitched roof. By 1920, the influence of the Prairie School (see 817 Douglas Avenue) had emerged in the Old town Historic District and resulted in lower-pitched roofs

Iowa Site Inventory Form (Page 4)

Iowa Department of Cultural Affairs
State Historical Society of Iowa

Iowa Site Inventory Form Continuation Sheet

Site Number **85-01289**

Related District Number **85-03479**

Page 2

WALTER AND ELIZABETH JAMESON HOUSE

STORY

Name of Property

County

904 KELLOGG AVENUE

AMES

Address

City

for American Four Square styled houses, but the 904 property retains the steeper design of an earlier period.

The garage is included in the Old Town Historic District and counted as contributing to it. The design of the garage with its narrow siding and diagonally configured double doors call attention to the styling of utilitarian buildings in the historic district during the early 20th century. Both the house at 904 and 908 Kellogg Avenue are well maintained. These property owners are encouraged to maintain and preserve the historic integrity of this garage.

Farwell T. Brown notes, "Originally, that property was owned by people from the State of Vermont. The man was an attorney. I talk about him in my first book—he was the editor of the *Ames Intelligencer*, who got himself in a court situation from a claim of libel. For many years, the Jameson family—who owned Jameson Clothing Store at 213 Main Street—owned this house. A granddaughter today works for the 1st National Bank. (Farwell T. Brown, oral informant interview with William C. Page; 1922 Ames City Directory)

Iowa Site Inventory Form
(Page 5)

Iowa Department of Cultural Affairs
State Historical Society of Iowa

Iowa Site Inventory Form
Continuation Sheet

Site Number 85-01289

Related District Number 85-03479

Page 3

WALTER AND ELIZABETH JAMESON HOUSE

Name of Property

904 KELLOGG AVENUE

Address

STORY

County

AMES

City



James and Jacqueline Bovinette

April 13, 2026

Certificate of Appropriateness Application

Department of Planning and Housing

Historic Preservation Commission

City of Ames

515 Clark Avenue Room 214

Ames, IA 50010

Written statement:

Dear Department of Planning and Housing, Historic Preservation Commission,

1. *Description of Project:* Certificate of Appropriateness for Mini split units installed June 2025. We received a notice April 13th, 2026, dated April 9, 2026, that a Certificate of Appropriateness was required for this installation.

With regard to compliance issues with Old Town Ordinances at 904 Kellogg, we maintain that we have a long history of compliance to the premise of preservation that governs the principles of the city's Old Town District, as we have lived at the address for more than 30 years (1996). Our history of compliance is exemplified by our diligent efforts to maintain, at great expense, the exterior and interior of our home. At no time did we construe our actions as infringement in any manner upon the ordinances of the Old Town which we have supported for these many years.

Our decision to install air conditioning in June 2025, was vitally necessary given the scenario we faced. Cooling our home became an imperative due to the fact that we have chronic health issues that were being exacerbated by the 2025 water main construction on Kellogg Ave. The dirt, debris, and excessive heat with record heat indexes, prevented other alternatives such as opening the windows. From April until October 2025 the city water main project made our home unlivable without air conditioning.

Under the circumstances, the mini split system offered the least invasive solution to a real living need that we were experiencing. Our home is heated with a boiler and radiator system original to the 1913 home, and does not have forced air. We investigated the installation of a new forced air HVAC system but found it would have been nearly impossible to run the ducts without literally destroying the interior of this home. Additionally the installation was estimated to take several weeks to completion, and possibly months of wall repairs and interior painting. After consideration, we determined it was best to preserve the original interior layout, wood flooring, and other precious period woodwork that would have been destroyed.

Before beginning the air conditioning installation, new electrical service was installed at considerable cost. There were a total of 5 air conditioning units to be installed and our old electrical system would not facilitate the electrical load. Our home has four bedrooms on the second floor. Each was fitted with a new air conditioning unit; the main floor that includes our living room, dining room and kitchen was fitted with a larger unit. Each unit has its own cooling line, electrical supply, and evacuation line.

Placement was determined by the line distances from the compressor units. Compressor units have limited load capacity and are placed strategically to optimally accommodate the individual units. There are three units on the 9th Street side of the house, two on the upper 2nd floor, and the third tied to the main floor. Compressor units could not be installed in other locations on the property due to the layout of our home with regard to porches, windows, and electrical access. Supplying electrical service to the south portion of our home was a major issue for this installation and a significant determiner for the placement of the compressor.

The supply lines for each unit are encased in vinyl, designed by the manufacturer, and tied to the compressor. The placement of the lines is determinant upon the distance to the compressor and made with consultation from the installers as to what was necessary to get the system to work properly. With regard to our home, the lines on the south east corner had to be be routed across the flat roof over our sunroom and tied to the line on the main floor, as a horizontal line along the length of the soffit would not drain correctly. The best option was to position the line so it would not be visible from the sidewalk on the the north side of 9th Street next to the house.

The original installation plans included painting the vinyl encasements of the cooling lines from the units to the compressor. Due to the water main construction the painters were unable to do the work because the street construction needed to be completed, and the dirt on the house needed to be cleaned. The city did not complete the water main project until October. Unfortunately we had just had the house painted in 2024 which has more or less been ruined by the water main construction project. The estimates to clean the dirt is in excess of \$2,000.00, in addition to the cost of painting the vinyl.

As is, we believe that the mini split installation has not permanently altered the exterior of our historic home any more than our other utility lines, and its installation was absolutely necessary given the scenario we faced. In May we attempted to put a window air conditioning unit in the main floor window, however the heavy construction equipment rattled the unit loose and broke our window. This was the breaking point. We were not excited about having to spend the money, but it was necessary.

2. *Types of materials:* Mini split

3. *Dimensions:* see photograph page 2

4. *Architectural style:* Not applicable

Photographs: See photograph- page 2

Drawings and/or manufacturer's information: Mini split -see photograph-
page 2

Site Plan: Not applicable-not a new building, addition, fence. Mini split -see
photograph-page 2

Sincerely yours,

James and Jacqueline Bovinette

jkbovinette@gmail.com

515-441-9122

Photograph #1



May 5, 2026

Dear Parker,

James and Jacqueline Bovinette

Supplemental Information for Bovinette Certificate of Appropriateness application submitted April 13, requested by City of Ames Planning and Housing Department regarding north side

The compressor unit and the supply lines for two 2nd floor rooms on the north side were placed with consultation from the installers as to what was necessary to enable the system to work properly. One set of lines had to be routed horizontally along the eave around the chimney and next to the electrical supply line, over to the vertical drop to the compressor. The lines section along the eave is not encased in vinyl due to the 90 degree bends around the chimney and limited space next to the electrical line.

Thank you,

Jim and Jackie Bovinette

From: Jackie Bovinette <jkbovinette@gmail.com>
Sent: Wednesday, June 10, 2026 1:14 PM
To: Walsh, Parker
Cc: Jackie Bovinette
Subject: 904 Kellogg COA appeal

[External Email]

We're writing to formally appeal the city's condition in our certificate of appropriateness to encase the utility lines to our heating and cooling system on the north side of our home at 904 Kellogg. The condition is to modify the exposed pipe so they are encased, discreet, and blend with the structure in color. Since we outlined in our application that the installers were unable to encase the line set on the north side (see north side addendum May 5, 2026), we must formally appeal this part of the recommendation. We are not appealing on the basis of cost or aesthetics, the basis for the appeal is that it's not possible.

After receiving the recommendation to modify the line work on the North Side of our home we called our installers and presented the city's condition, and they reiterated the points that we made in our application: that encasement of the lines was not feasible. We made this clear at the time that we submitted the certificate application, but had the installers come to our home and conduct another on site evaluation. Their assessment is as follows, and we are providing annotated pictures to help with the clarification:

North side of the home from Kellogg with the lines as seen from the street.

(From the Installer)

The reasons why the line set on the north side of the home at the roof line is not in the line hide like the rest on the line set on the mini splits.



1.

Is not enough space above the window casement to fit line hide due to the electrical conduit that is currently running through the same space.



2.

(Photos depicts the space around the electric conduit above window casement)

They don't make the fittings in order to run the line hide around the conduit and turn down 90 degrees.



3.

(Photos depict that the lines cannot be bent at 90 degree angles around the chimney to enable line hides)

Getting 4-90's back to back in such a short span to get around the chimney would require multiple joints which are

possible leak points. Currently there are no joints on the line set, it is one continuous run.

With regard to painting the utility lines, the installer recommends that we paint the lines to match the house, same as our original plans back in June of 2025, The lines are the same as any other conduit for utilities, and can be painted to match the home's exterior. This is standard practice when line covers are not useable.

As stated in our application, we have supported the historical preservation of this home's architecture and did our best to make the building livable under extreme duress from heat that threatened our health during the city's water main construction from April-Sept, 2025.

Jim and Jackie Bovinette

From: Jackie Bovinette <jkbovinette@gmail.com>
Sent: Wednesday, June 10, 2026 3:22 PM
To: Walsh, Parker
Subject: Fwd: mini split

[External Email]

----- Forwarded message -----

From: Jackie Bovinette <jkbovinette@gmail.com>
Date: Wed, Jun 10, 2026 at 3:00 PM
Subject: Fwd: mini split
To: Jackie Bovinette <jkbovinette@gmail.com>

----- Forwarded message -----

From: Jim Bovinette <jimbv245@gmail.com>
Date: Sat, May 30, 2026 at 9:40 PM
Subject: Fwd: mini split
To: Jackie Bovinette <jkbovinette@gmail.com>

----- Forwarded message -----

From: Jim Bovinette <jimbv245@gmail.com>
Date: Fri, May 29, 2026 at 8:29 AM
Subject: Re: mini split
To: Rob Nepper <nepper@goldenrulephc.com>

Thanks Rob!

This should do nicely. Jackie and I appreciate the company's support and willingness to support us. As per our conversation, we don't believe there should be any issues with the information you provided and look forward to working with you guys in the future.

Jim Bovinette

On Fri, May 29, 2026 at 7:48 AM Rob Nepper <nepper@goldenrulephc.com> wrote:

The reasons why the line set on the north side of the home at the roof line is not in the line hide like the rest on the line set on the mini splits.

1. Is not enough space above the window casement to fit line hide due to the electrical conduit that is currently running through the same space.
2. They don't make the fittings in order to run the line hide around the conduit and turn down 90 degrees.
3. Getting 4-90's back to back in such a short span to get around the chimney would require multiple joints which are possible leak points. Currently there are no joints on the line set, it is one continuous run.



Rob Nepper

Install Manager



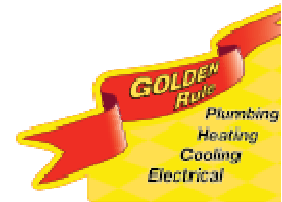
402-452-8740



nepper@goldenrulephc.com



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ITEM #:	35
DATE:	07-28-26
DEPT:	P&H

COUNCIL ACTION FORM

**SUBJECT: REQUEST TO INITIATE PLAN 2040 LAND USE DESIGNATION
AMENDMENT FOR 300 AIRPORT ROAD**

BACKGROUND:

City Council received a letter dated May 4 from Ron McMillen asking Council to initiate a land use amendment process for a 14-acre property that was previously developed with an industrial building, but is currently designated as commercial and zoned for commercial use. The owner believes the site is best suited for reuse of the existing building by another industrial user since the prior tenant (Danfoss) relocated to another facility. The site is located between Lowe's and the Airport at 300 Airport Road. See Land Use Map excerpt below.

The site has been designated commercial and zoned Highway Oriented Commercial (HOC) for over 25 years. The prior use of the site by Danfoss was considered legal nonconforming as a warehouse facility. Continued use of the site as a warehouse is permitted as a nonconforming use. If the site is not reoccupied within 12 months with another nonconforming use, then only conforming use would be permitted. The owner believes the current building would be difficult to re-tenant as a commercial building and is best suited for industrial.

The 300 Airport Road site has traditionally been used for industrial purposes and is situated in a location that has limited retail commercial visibility. If the land use designation was changed to Employment, the site's zoning district could be either Planned Industrial or General Industrial. Either zoning district would likely meet the goals of the owner for reuse of the building, but GI has more permissive development standards and a broader range of use options than PI.

It should be noted that GI zoning does allow for commercial uses whereas PI does not. PI is more focused on large scale sites for office, manufacturing, and warehouse uses has large setbacks requirements compared to GI. Details on potential industrial uses could be addressed in more detail with a future rezoning, including potentially a Master Plan to control for specific site improvements or uses. In this circumstance with an existing building and developed site, a concurrent review would be appropriate if the Comprehensive Plan Amendment is initiated by the City Council.

ALTERNATIVES:

1. Initiate a Plan 2040 Minor Amendment process for the owner to apply for a land use change to Employment and require a concurrent rezoning application with a master plan to describe the types of intended uses for the property (one step process).

This option is more comprehensive, but with a shorter timeline overall than Alternative No. 2. Based upon a substantial number of other ongoing projects combined with current staff limitations, the timeline to accept the combined applications for the amendment and rezoning will need to be deferred until no sooner than September or October. Final approval for both the Comprehensive Plan amendment and rezoning could still occur before the end of the year. A final schedule would be determined based upon the outcomes of other ongoing projects being completed in the next 8 weeks.

2. Initiate a Plan 2040 Minor Amendment process for the owner to apply for a land use change to Employment and defer a rezoning application process until the Plan 2040 amendment is resolved (two-step process).

*As a two step process, the applicant could proceed with the Comprehensive Plan amendment application in August with possible hearings in September and October, because the level of involvement is less than Alternative No.1. However, the rezoning process as a second step would then **delayed starting** probably until late November or December, again pending the outcome of ongoing applications.*

3. Defer the request until a later time or for more information.
4. Take no action and decline the request.

CITY MANAGER'S RECOMMENDED ACTION:

Staff believes that, due to the history of the use of the site as industrial, accommodating reuse of the existing facility with a change to industrial uses would likely not be detrimental to the City's land use plans for this area or for broader commercial needs of the City. The City has other large sites available for commercial use that may be situated in more desirable locations along Hwy 30, SE 16th, and E 13th Street. These sites did not exist when the area was zoned commercial in 2000.

If the site was vacant or expected to be redeveloped in the near term, then potentially a commercial use would be better option for the site as a neighboring site to other big box and commercial uses in the area. However, this is not the case as represented by the owner.

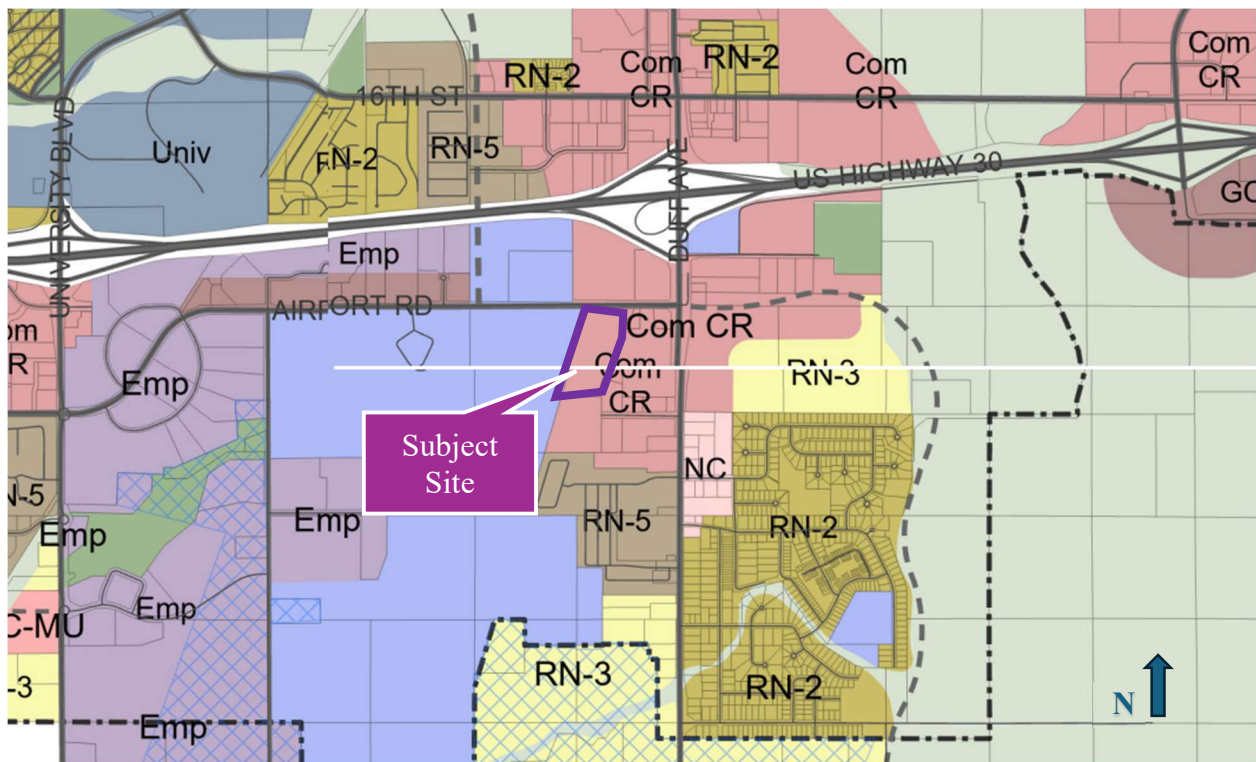
Changing the use to Employment with industrial zoning may be desirable if the types of use are compatible with the existing commercial uses abutting the site and the airport.

PI zoning is generally the more compatible zoning district with this type of area compared to GI zoning. With commercial development essentially surrounding the site, regardless of the base zoning, staff believes a rezoning with master plan is a better choice than traditional straight zoning in order to understand the planned reuse of the site. Therefore, it is the recommendation of the City Manager the City Council adopt Alternative No. 1, which allows for the combined review of the proposal and includes a master plan for the site conditions and uses.

ATTACHMENT(S):

300 Airport Land Use Map.pdf

R. McMillen - Land Use Amendment (1).pdf



To: Honorable Mayor and Ames City Council

From: Airport Road Developers LC, Ron McMillen, manager

Date: May 4, 2026

RE: Land use amendment

I am respectfully requesting that you amend the Ames 2040 Comprehensive plan to change the designation of the property at 300 Airport Road from its present designation of commercial-regional to employment based with the ultimate goal of a rezoning to (PI) planned industrial.

For decades this property has been used for industrial purposes rather than its present use category of (HOC) highway oriented commercial. Future likely users will be industrial in nature. Our goal is to be proactive and bring the use classification and ultimate zoning into the appropriate classification based on how the property has been used for quite some time.

If possible, we would request that the city complete the land use designation change and the rezoning concurrently. The rezoning could be contingent upon the completion of the land use change.

Thank you in advance for your time and consideration!



Ron McMillen

ITEM #:	36
DATE:	07-28-26
DEPT:	PW

COUNCIL ACTION FORM

**SUBJECT: 2024-26 TRAFFIC SYSTEM CAPACITY IMPROVEMENT PROGRAM
(13TH & GRAND)**

BACKGROUND:

The 2024-26 Traffic System Capacity Improvement Program includes improvements to the intersection of 13th Street & Grand Avenue. The project will add dedicated left turn lanes and a new traffic signal at the intersection, a shared use path along the west side of Grand Avenue through the project corridor, and a leading pedestrian interval (LPI) programmed into the traffic signal that will aid pedestrians crossing the intersection.

The City retained WHKS & Co. of Ames, Iowa in August 2024 to prepare the design for this project. Upon completion of preliminary design, JCG Land Services, a subconsultant to WHKS & Co., began negotiating property acquisitions in November 2025. **JCG performed the necessary research and data collection to identify a fair market value for each of the 22 parcels that are impacted by the project. Offers were then made to property owners for the necessary land to construct the intersection improvements.**

Of the 22 impacted parcels, 19 require temporary easements. A total of nine of the temporary easements for construction activities have been agreed upon and are ready to process. Permanent easements are necessary on 20 parcels for placement of the permanent improvements, and agreements have been reached for 10 such properties. Additionally, the project requires two complete property acquisitions. Neither of the complete property acquisitions is ready at this time.

Table 1 below contains the affected properties, with the properties where permanent easements have been agreed upon highlighted in green. These properties are also indicated on the attached acquisition map.

Table 1: Property Acquisition Status:

Parcel #	LANDOWNER	SUBJECT PROPERTY ADDRESS	Begin Negotiation (Date)	Completed
1	Chakraborty, Shayonee	703 12th St.	4/7/2026	
2	McGuire, Sean M	1209 Grand Ave.	3/23/2026	
3	Crippen, Melvin & Christine	1213 Grand Ave	3/18/2026	X
4	Paula S. Vandewater Trust	1217 Grand Ave.	3/17/2026	
5	Harold D. Pike Rev. Trust	1221 Grand Ave.	3/25/2026	
6	Holcomb, Todd	1202 Grand Ave.	3/18/2026	X

7	Moreno, Joshua	1208 Grand Ave.	4/7/2026	X
8	White, Robert & Gail	1212 Grand Ave.	3/13/2026	X
9	Hanssen, Donna & Mark	1218 Grand Ave.	3/24/2026	X
10	1228 Grand LLC	1228 Grand Ave.	3/23/2026	X
11	Iowa Seventh Day Adventist Association	1303 Grand Ave.	12/16/2025	
12	Grau, Roger & Garunee	1311 Grand Ave.	3/17/2026	X
13	Hovick, Joseph	1317 Grand Ave.	3/17/2026	
14	Staiert, Lavonne	1323 Grand Ave.	3/17/2026	X
15	Baumgarten, Michael & Ashley	1329 Grand Ave.	11/25/2025	
16	Haubrich, Matthew Scott	1314 Grand Ave.	4/8/2026	
17	Haubrich, Matthew Scott	1320 Grand Ave.	4/8/2026	
18	Haubrich, Matthew Scott	1324 Grand Ave.	4/8/2026	
19	Schoenrock, Robert & Suzanne	1330 Grand Ave.	5/22/2026	X
20	Brown Family Trust	803 13th St 805	3/19/2026	
21	Trudy Paulson Irrevocable Trust	1302 Harding Ave.	11/13/2025	
22	625 13th Street LLC	625 13th Street	5/12/2026	X

For the 10 completed parcels shown in Table 1, City Council approval is now required to accept the easements, approve the purchase agreements, and authorize payment. The acquisitions requiring Council approval at this time are summarized in Table 2.

Table 2: Property Acquisitions Requiring Council Approval (This Action):

Parcel #	LANDOWNER	SUBJECT PROPERTY ADDRESS	Begin Neg. (Date)	Signed (Date)	Temporary Easement	Permanent Easement	Purchase Agreement Total Comp. Amount (\$)
3	Crippen, Melvin & Christine	1213 Grand Ave	3/18/2026	3/18/2026	X	X	\$5,910.00
6	Holcomb, Todd	1202 Grand Ave.	3/18/2026	3/18/2026	X	X	\$2,090.00
7	Moreno, Joshua	1208 Grand Ave.	4/7/2026	5/19/2026	X	X	\$3,550.00
8	White, Robert & Gail	1212 Grand Ave.	3/13/2026	3/31/2026	X	X	\$6,230.00
9	Hanssen, Donna & Mark	1218 Grand Ave.	3/24/2026	3/31/2026	X	X	\$6,695.00
10	1228 Grand LLC	1228 Grand Ave.	3/23/2026	6/9/2026	X	X	\$28,500.00
12	Grau, Roger & Garunee	1311 Grand Ave.	3/17/2026	3/17/2026	X	X	\$8,565.00
14	Staiert, Lavonne	1323 Grand Ave.	3/17/2026	5/20/2026	X	X	\$6,240.00

19	Schoenrock, Robert & Suzanne	1330 Grand Ave.	5/22/2026	5/27/2026	X	X	\$5,055.00
22	625 13th Street LLC	625 13th Street	5/12/2026	5/22/2026		X	\$1,795.00
			"X" Denotes this easement type is included in the acquisition				\$74,630.00

PROJECT SCHEDULE UPDATE:

While 12 property acquisitions remain, staff continues to make meaningful progress toward voluntary acquisition of several of the remaining properties. **To allow good-faith negotiations to continue, staff recommends allowing approximately two additional months to pursue voluntary acquisition of as many remaining properties as possible. Following that period, staff will return to City Council likely in September 2026 with any additional acquisitions ready for approval and will seek direction regarding the appropriate next steps for any acquisitions that remain unresolved.**

Because not all property acquisitions have been completed, staff recommends revising the project schedule. Staff currently recommends utilizing the remainder of 2026 to complete property acquisitions. During 2027, building demolition, private utility relocations, City of Ames Electric power line relocations, and final preconstruction coordination with affected property owners would occur. This sequencing would position the 13th Street & Grand Avenue Intersection Improvement Project for construction in 2028.

ALTERNATIVES:

1. Accept the easements and approve the purchase agreements as listed in Table 2.
2. Do not approve the easements and purchase agreements as listed in Table 2 and direct staff to seek alternatives.

CITY MANAGER'S RECOMMENDED ACTION:

Approval of these easements and purchase agreements will allow this significant project to move closer to construction. Staff will return at a later City Council meeting with an update on the remaining properties. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

ATTACHMENT(S):

[Parcel Acquisition Status Map.pdf](#)



MEMO

To: Mayor & City Council

From: Donald Kom, Director of Electric Services

Date: July 28, 2026

Subject: Reciprocating Internal Combustion Engines and Transformer
Procurement for Ames Municipal Energy Center

Please see the attached Council Action Form regarding Reciprocating Internal Combustion Engines and Transformer Procurement for Ames Municipal Energy Center.

ATTACHMENT(S):

[AMEC_Updated_Values.pdf](#)
[C-2520 - RICE LOR_0.pdf](#)

The April project budget table contained 14 key items, plus three additional expense lines for taxes (\$5.3M), overall project escalation (\$14M) and contingency (\$24M). The tax, escalation, and contingency estimates are the sum of the taxes, escalation, and contingency for each individual budget line.

Staff has asked Sargent & Lundy to prepare a revised budget table that assigns the tax, escalation, and contingency to each individual expense line. Incorporating the escalation and contingency in particular is important because some items in the budget are more susceptible to substantial cost increases and affected by timing. The result is the revised table shown below:

DESCRIPTION	TOTAL ESTIMATED BUDGET - EACH LINE ADJUSTED TO INCLUDE TAX, CONTINGENCY, ESCALATION
Reciprocating Internal Combustion Engines (RICE) and Auxiliary Equipment	\$ 73,315,096.14
Generator Step-Up Transformer (GSU)	4,805,580.00
GSU Relay Protection Control Cabinet & Metering	393,900.00
MV Non-Segregated Bus Duct	196,950.00
Balance of Plant Station Batteries and Charging System & UPS	1,293,815.76
Geotechnical Investigation	182,287.06
Topographical Survey, Benchmarks, and Property Limits Survey	37,710.00
Acoustical Consultant	50,280.00
Independent Testing Service	62,850.00
General Work Contractor	97,366,422.65
Engineering Services	8,800,427.01
Construction Management At-Risk Support (Home office engineering construction support and CM on site)	497,438.60
Builders Risk Insurance (for 3 years)	1,773,692.31
Building Furnishings	377,166.20
Land Acquisition	502,888.26
Transmission Connection (Including MISO Application)	3,017,329.57
TOTAL	\$ 192,673,833.56

By incorporating the taxes, escalation, and contingency into each of these line items, as contract prices are considered for the GSU and RICE engines, it becomes clearer how close the major contract items align with the overall budget and what the remaining outstanding cost risks are.

GENERATOR STEP-UP TRANSFORMER:

Each set of three RICE units will be connected to a single Generator Step-Up Transformer (GSU) to transmit the electricity to the utility's electric system. The transformer has a long lead

time to manufacture and deliver. On May 12, 2026, the City Council received the report of bids for the generator step -up transformer for the AMEC project and approved the recommendation to delay the award of bid. **Staff is now prepared to request the City Council's approval of the transformer contract at the July 28 meeting.**

The Engineer's estimate for this equipment is \$3,600,000, exclusive of tax. On February 20, 2026, an Invitation to Bid was posted to AmesBids by Purchasing, for the purchase of a GSU. On April 24, 2026, 10 bids were received as shown in the table below:

BIDDER	BID AMOUNT
Cavalry Energy LLC Warrendale, PA	\$1,641,075.00
EL Power Tech Co., LTD. Hwaseong-Si, Gyeonggi-Do, Korea	\$1,940,000.00
Meta Power Solutions Lake Park, FL	\$2,152,856.16
Cahoon Sales, Inc. Iowa City, IA	\$2,248,100.00
Cleaves-Bessmer-Marietti, Inc. Lee's Summit, MO	\$2,285,368.00
RESCO (Rural Electric Supply Cooperative) Ankeny, IA	\$2,511,487.00
WEG Transformers Washington, MO	\$2,532,176.00
Hyundai Corporation USA Torrance, CA	\$2,645,075.00
Energy Solutions Inc. Elkhorn, NE	\$3,564,998.00
Fletcher Reinhardt Co Cedar Rapids, IA	No Bid

Staff and Sargent & Lundy thoroughly evaluated the bids, considering criteria including the size and performance capabilities of the equipment being bid, the efficiency of each unit, the place of origin and delivery methods, delivery times, the offered payment schedule, etc. It is important to note that for a bid of utility equipment such as this the City Council may make the award that is in the best interests of the utility rather than awarding the contract only to the lowest responsive, responsible bidder.

Upon first review of the bids, Calvary Energy, EL Power Tech, Meta Power Solutions and Energy Solutions Inc. were unable to meet various specification requirements and were eliminated from further evaluation.

Following this evaluation, staff and Sargent & Lundy are recommending that the contract for the GSU be awarded to Cahoon Sales, Inc., Iowa City, Iowa for a General Electric 69/13.8kV generator step -up transformer. The City Council should note that, although the initial bid price from this supplier was \$2,248,100, the original bid validity date expired in June. More time was necessary than anticipated to review and negotiate contract terms, and therefore an extension to this date had to be negotiated.

In order to proceed, the supplier requires a cost increase of \$60,700, resulting in a revised contract price of \$2,308,800, plus applicable sales taxes. In addition, the delivery date has been delayed by three months. The delivery is now anticipated in early 2029. This delay is not anticipated to impact the overall AMEC project schedule, and will in fact eliminate some challenges with storing the transformer until it is ready to be installed.

RICE ENGINES AND ASSOCIATED EQUIPMENT:

The RFP for the RICE engines was issued on March 13, 2026. The RFP called for a supplier to design, engineer, procure, fabricate, assemble, and factory test the engines, then pack, ship, assemble, and set them on prepared foundations. It was specified that each engine be capable of operating both on natural gas and fuel oil, producing between 18 and 20 MW (54-60 MW total). The design life of the engines is 30 years.

A variety of optional components were also specified, including equipment and services such as lubricating oil and reagent storage tanks, exhaust gas ducting, steel structures, distributed control systems, switchgear, auxiliary ventilation units, five- and two-year service agreements, spare parts, heat recovery systems, and lower noise exhaust systems. Each supplier was asked to provide performance information for over 60 separate categories related to items such as fuel consumption, operating temperatures, noise, and emissions.

The RFP specifies that proposals are to be evaluated on the basis of the following criteria:

1. Proposal Completeness and Compliance
2. Performance Characteristics
3. Emissions and Noise
4. Project Schedule
5. Included Scope
6. Testing & Commissioning
7. Maintenance Requirements and Training
8. Technical Field Assistance
9. Customer Base and Status of Technology Offered
10. Total Cost

PROPOSALS RECEIVED:

On May 29, 2026, proposals were received from:

- **Wärtsilä North America, Inc., for three Wärtsilä 18V50DF engines.** These are 18-cylinder dual-fuel (fuel oil and natural gas) engines, with each cylinder having a 50 cm bore. Each engine has a nominal output of 18.540 MW. Wärtsilä recently installed engines of this model for the Omaha Public Power District. The proposal expires July 31, 2026.
- **Everllence SE, for three Everllence 18V51/60DF engines.** These are 18-cylinder dual-fuel (fuel oil and natural gas) engines, with each cylinder having a 51 cm bore. Each engine has a nominal output of 18.522 MW. Everllence is installing similar engines for Cedar Falls Utilities. The proposal expires July 31, 2026.

The proposals differ greatly in the components and options included, in addition to the differences in the technical specifications between the two manufacturers. Staff and

Sargent & Lundy conducted a thorough analysis of the desired options and the costs in the context of the performance and other characteristics of each engine. In addition, both companies reduced their pricing during the course of negotiations through the morning of July 20. The bottom-line cost for each proposal is:

Firm	Price
Wärtsilä North America, Inc.	\$ 69,230,520*
Everllence SE	\$ 75,283,223**

*Approximately 75% of this amount is calculated based on the conversion of Euros to USD on July 15, 2026. This amount is subject to revision at the time the down payment is made. After that date, Wärtsilä assumes any future exchange rate risk.

**All of Everllence's pricing is calculated in Euros and converted to USD to result in this indicative price. This amount is subject to change based on conversion rates in effect shortly before the agreement is signed. After that date, Everllence would hold the exchange rate risk for the first 36 months of the anticipated 5-year contract term.

Both proposals involve the production of the major components in Europe, then importing the equipment to the U.S. Sales taxes and import duties are excluded from both proposals. These costs would be pass-throughs to the City. Both firms offer performance guarantees for various parameters of the engine's performance once installed. These guarantees provide for a reduction in cost if the specified performance is not able to be met after installation, start-up, and tuning.

Additionally, both proposals contained options for long-term service agreements. These service agreements do not need to be included in the contract at this time, and will instead be agreed to at a later date and incorporated into the Electric Services operating budget rather than the AMEC capital project. **For reference, the 5-year maintenance proposal from Wärtsilä is priced at \$5,513,000, while the Everllence 5-year maintenance proposal is \$13,231,980.**

Wärtsilä has identified a production slot that was relinquished by another buyer, which would allow the engines to be delivered to foundations in Ames in October 2029, with assembly and installation to follow for an estimated Spring 2030 commissioning. Everllence offers a delivery date to a European port of August 2029, followed by transport to Ames with an estimated substantial completion by June 2030.

The Everllence units have approximately 8% better heat rate (the efficiency of fuel used per kW produced) as compared to the Wärtsilä units. The Everllence units consume slightly more lubricating oil and 50% more emissions reagent during operation.

Emissions overall are generally similar for both manufacturers, but the notable differences are that Wärtsilä has a 40% lower NOx rate and a 50% higher CO rate than the Everllence unit. The table below shows the emissions in pounds per kWh produced, based on the conversion of three major emissions categories (Methane, Carbon Dioxide, and Nitric Oxide and Nitrogen Dioxides) to CO2 equivalent (CO2(e)). The existing power boilers (Unit 7 and Unit 8) are included for comparison:

Carbon Dioxide Equivalent CO2(e)	
Source	lb/kWh
Unit 7	1.76
Unit 8	1.68
Wärtsilä	1.05
Everllence	1.04

Both firms were invited to make presentations to the City staff and Sargent & Lundy team. **Following the presentations, staff scored the proposals using the 10 different RFP evaluation criteria as noted above. Below are the final scores:**

Firm	Total Points	Rank
Wärtsilä	260.7	1
Everllence	203.3	2

Based on the final scores, staff is recommending that the City Council award a contract to Wärtsilä North America, Inc. Sargent & Lundy has issued a letter of recommendation supporting the award to Wärtsilä, which is attached.

Wärtsilä has installed its RICE units in a number of locations over the past 25 years. Recent installations have included Central Iowa Power Cooperative (CIPCO), Alliant Energy, Omaha Public Power District, Nebraska Public Power District, Rochester Public Utilities (Minnesota), WEC Energy Group (Michigan and Wisconsin), Black Hills Energy (South Dakota), Coffeyville Municipal Light & Power (Kansas), and Marquette Energy Station (Michigan).

In addition to the overall capital cost for the Wärtsilä proposal being approximately \$6M less than Everllence, the Everllence long -term service agreement is approximately \$1.5M more costly on an annual basis. This cost would exceed any offset resulting from the slightly more efficient fuel use offered by Everllence.

The Wärtsilä contract requires payments as follows:

Item No.	Est. Months from Contract Signing	% of Contract Value	Milestone
1	0 - Down Pmt.	25%	Signed Contract and Notice to Proceed
2	4	10%	120-day document submittals complete
3	8	15%	Purchase of major auxiliaries
4	32	25%	First engine production conformity test
5	33	10%	Engines ready to ship
6	34	5%	Delivery of engines to U.S. port
7	40	5%	Generator sets on foundations
8	43	2.5%	Installation completion
9	51	2.5%	Performance test completion

The City Council should note that the proposed milestone schedule outlined above requires the City to make payments totaling 50% of the contract value within the first

eight months of the four-year agreement. Staff is confident that, based on its long record of producing and installing RICE engines worldwide and in the Midwest, Wärtsilä will be able to meet its obligations under this agreement to deliver and install the engines for the AMEC project.

Although no financial surety is required for this type of contract, staff has inquired with Wärtsilä about the prospect of obtaining a surety bond to protect the City after payment is made in the event Wärtsilä is unable to complete the delivery as promised due to bankruptcy. The cost for the premium payment of the bond is \$1,560,923. After consulting with an outside attorney who specializes in electric generation contracts, staff believes that paying an additional \$1,560,923 for a Surety Bond that covers performance and supply from an American insurance provider is warranted to protect against predominantly bankruptcy.

Sargent & Lundy is preparing a cash-flow plan for the overall AMEC project. This plan can be considered alongside the Electric Capital Improvements Plan to ensure bond proceeds and the Electric Utility Fund balance are sufficient to make the required payments for this contract.

The overall contract being presented to the City Council for approval on tonight's agenda does not include the cost of the \$1,560,923 bond. If the City Council desires to include the bond, specific instruction from City Council will be necessary at the Council meeting to include the expense in the approval and to incorporate the bond into the final contract.

The City retained an outside attorney from Dorsey & Whitney to provide guidance regarding the contract terms. Staff believes the contract that has been prepared with Wärtsilä is acceptable.

Considering the base price and applicable taxes and tariffs, the current revised project budget, including the purchase of the GSU and RICE engines as described in this report, is shown below:

DESCRIPTION	TOTAL ESTIMATED BUDGET - EACH LINE ADJUSTED TO INCLUDE TAX, CONTINGENCY, ESCALATION	CONTRACT (INCL. TAX/TARIFFS)	DIFFERENCE
Reciprocating Internal Combustion Engines (RICE) and Auxiliary Equipment	\$ 73,315,096.14	\$ 75,807,419.40	\$ 2,492,323.26
GSU	4,805,580.00	2,470,416.00	(2,335,164.00)
GSU Relay Protection Control Cabinet & Metering	393,900.00		

MV Non-Segregated Bus Duct	196,950.00		
BOP Station Batteries and Charging System & UPS	1,293,815.76		
Geotechnical Investigation	182,287.06	189,569.00	7,281.94
Topographical Survey, Benchmarks, and Property Limits Survey	37,710.00	35,520.00	(2,190.00)
Acoustical Consultant	50,280.00		
Independent Testing Service	62,850.00		
General Work Contractor (CMaR)	97,366,422.65		
Engineering Services	8,800,427.01		
Construction Management Support (Home office engineering construction support and CM on site)	497,438.60		
Builders Risk Insurance (for 3 years)	1,773,692.31		
Building Furnishings	377,166.20		
Land Acquisition	502,888.26		
Transmission Connection (Including MISO Application)	3,017,329.57		
TOTAL	\$ 192,673,833.56		\$ 162,251.20
Surety Bond	0	\$1,560,923	\$1,560,923
TOTAL W/ SURETY BOND	\$194,234,756.56		\$1,723,174.2

ALTERNATIVES:

1. Approve the following:

a) Award a contract to Cahoon Sales, Inc., Iowa City, Iowa, for the Generator Step-Up (GSU) Transformer for the Ames Municipal Energy Center, in the amount of \$2,308,800.

b) Award a contract to Wärtsilä North America, Inc., of Houston, TX, for three 18V50DF engines and auxiliary equipment, in the amount of \$69,230,520 (subject to currency conversion rate).

2. Award contracts as described in Alternative #1, but authorize the payment of \$70,791,443 which includes an additional \$1,560,923 to include a surety bond in the contract with Wärtsilä North America, Inc.

3. Award contracts to a different combination of firms.

4. Reject all bids and proposals and provide further direction to staff.

CITY MANAGER'S RECOMMENDED ACTION:

The contracts for the Generator Step- Up Transformer and RICE engines for the Ames Municipal Energy Center are the first major procurement steps in the project. These critical components have long lead times to fabricate, deliver, and install. Additionally, the RICE engine manufacturer must be selected in order to proceed with the engineering of other components of the project that will integrate with the engines, including the footings and building enclosure.

It is important to note that the pricing for both RICE engine vendors will not be held past the end of July. Therefore, if the City Council is not prepared to approve a RICE contract award on July 28, the proposed pricing, engine production slot, and delivery date will no longer be available, subjecting the City to the risk of increased costs and substantial delays in obtaining these critical generating units.

Staff has thoroughly evaluated the providers of both the GSU transformer and the RICE engines, in collaboration with Sargent & Lundy. The proposed equipment is expected to perform well for the project envisioned by Electric Services, and both firms are expected to be capable of providing the equipment within the desired specifications and timeframes.

After consulting with an outside attorney who specializes in electric generation contracts, staff believes that paying an additional \$1,560,923 for a Surety Bond that covers performance and supply from an American insurance provider is warranted to protect against predominantly bankruptcy.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 2, as described above.



Adam Redd
Project Director
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July 24, 2026
SL Project No. 15790.002
AEC-SNL-COA-0031

City of Ames
Ames Municipal Energy Center Project

Letter of Recommendation
Reciprocating Internal Combustion Engines (RICE)

Curtis Spence
Assistant Director of Electric Services
City of Ames, Iowa
Tel: 515-239-5176
curtis.spence@cityofames.org

Dear Mr. Spence,

This letter summarizes the evaluation by Sargent & Lundy (S&L) for the Reciprocating Internal Combustion Engine (RICE) proposals received from Wartsila and Everllence for specification C-2520. The results of this evaluation are presented in this letter with attached supporting documents.

Pending final commercial review by COA, Wartsila is recommended to be the RICE equipment supplier. This is due to Wartsila having a better technical offering as well as having the lowest evaluated cost, with both being discussed in more detail within the body of this recommendation. The evaluated cost is currently **\$69,287,767** (subject to Euro / USD exchange rate).

SUMMARY:

The request for proposal (RFP) was issued on March 13, 2026 to two proposers for the procurement of three (3) 18-20 MWe RICE generating sets. Initial proposals were received on May 27th and 29th, 2026 from the companies listed below.

- Wartsila North America, Inc. (Wartsila)
- Everllence SE (EVR)

The proposals were generally complete and complied with the specification. Throughout the evaluation process, conversations with both proposers led to adjustments to the original proposals. As a result, a final proposal was submitted by Wartsila on July 17, 2026, and by EVR on July 20, 2026. The following exhibits provide additional details to support the evaluation of the proposals:

- Exhibit 1 – Proposer Exceptions and Clarifications
- Exhibit 2 – Proposer RFC Logs

Further information regarding our technical and commercial evaluation is provided below.

DISCUSSION:

Scope of Supply:

Specification C-2520 includes engineering, design, supply, fabrication, inspection, shop testing, shipping, packaging and delivery of the RICE Engines and engine auxiliaries.

As-Received Bid Price:

Exhibit 1 includes the Final Proposal Cover Letters submitted by EVR and Wartsila which include the as-received proposal pricing. The as-received base proposal pricing is provided in the following table:

As-Received Proposal Price Summary		
	EVR (3 x 18V51/60DF)	Wartsila (3 x 18V50DF)
Base Proposal Firm Price	\$63,209,125	\$52,954,545⁽²⁾
1. The proposal prices are both originally in Euros and converted to USD based on the conversion rate on the day the proposal was submitted. 2. The Wartsila base proposal includes engineering, scope of supply (excluding freight), technical field assistance, and 2-year Warranty. All other items are considered optional adders.		

Options and Adjusted Pricing:

In addition to the base scope, each proposer provided cost adders for optional scope to provide a more complete package. Some options are recommended to be included in the awarded contract while some are not. The table below shows the recommended award price for each proposer with their base scope plus recommended options.

Recommended Award Price Summary		
	EVR	Wartsila
Total Recommended Award Price	\$67,893,892	\$69,287,767

EVR was not able to provide as complete of scope as Wartsila. In order to compare equivalent scopes, it was necessary to adjust the EVR proposal based on the estimated cost to the project for others to fulfill the scope items that were missing. The table below compares the adjusted prices that represent equivalent scopes of supply.

Adjusted Price Summary		
	EVR	Wartsila
Total Adjusted Proposal Price	\$75,371,582	\$69,287,767

Requests for Clarification (RFC):

Sargent & Lundy also evaluated the proposal documents received and prepared the following Requests for Clarifications:

	EVR	Wartsila
Original proposal	29-May-26	27-May-26
RFC No. 1	12-Jun-26	12-Jun-26
RFC No. 2	16-Jun-26	16-Jun-26
RFC No. 3	19-Jun-26	19-Jun-26

The Request for Clarification (RFC) logs were issued to the two proposers to clarify scope questions, technical exceptions, and pricing information. Additional clarifying questions were asked during the interviews hosted with each proposer. Remaining questions were handled over email following the interviews. At the time of issuing this recommendation, most, but not all, of the clarifications with the proposers have been closed out. Any remaining open issues are addressed in the summary section.

Details regarding technical issues are described in the following sections.

Technical Evaluation:

Technical Compliance with Specification

The RFP requested Wartsila and EVR provide specific documentation to support their proposals. This documentation included general proposal information for scope of supply, pricing, and exceptions and clarifications (E&C) to the RFP. Also requested was input on the following: performance guarantees, emissions, and proposal submittal documentation (project schedule, general arrangements and equipment layouts, system technical data, preliminary one-line and controls architecture diagrams, test plans, manuals, spare parts requirements, long-term service agreement (LTSA) details, and other documentation). A large majority of these items were provided by both suppliers. Although some input was not provided, the remaining documentation is expected to be provided post award.

Performance Characteristics

A summary of the guaranteed performance characteristics is included below.

Guaranteed Performance Characteristics Summary		
	EVR (Gas/Oil)	Wartsila (Gas/Oil)
Gross Power Production [kW] (per engine)	18,522	18,132
Gross Heat Rate LHV [Btu/kWh]	7,150 Gas / 7,537 Oil ⁽¹⁾	7,722 Gas / 7,776 Oil

1. EVR's heat rate includes + 5 % tolerance

Both Wartsila and EVR meet the intent of the specification regarding the power production requested in the RFP. EVR offers more favorable gross heat rates, and they offer an advantage in net power production over Wartsila (+1,170 kW) operating 3 total engines on fuel gas or fuel oil.

Emissions

Both proposers provided emissions details and guarantees within their proposal. After evaluation, it was determined that the emissions guarantees provided by both proposers were acceptable for the project and future permitting efforts.

Scope of Supply

After reviewing the proposals, a number of scope of supply differences were noted. Exceptions and Clarifications (E&C's) to the RFP document are shown in Exhibit 1. Request for Clarifications (RFC) are shown in Exhibit 2. These documents include items from both the initial and revised proposals and provide clarity on the scope provided for each proposer.

EVR offered a more reduced scope of equipment supply than Wartsila. An assessment of these scope variations as well as a discussion of additional technical items of note are described below:

Mechanical

Lube Oil and Reagent Tanks

EVR has taken exception to providing the three lube oil tanks (new, used and service tanks) in addition to the Reagent storage tank. Although they've taken exception to providing the tanks, they've included the rest of the required equipment for these systems in their scope of supply. These tanks would need to be furnished by the Installation Contractor in order to complete the systems. A cost has been estimated for this equipment to be furnished by the Installation Contractor.

Aux Side Ventilation Units

Wartsila provided an optional cost adder to include the Aux Side Ventilation Units in their scope, but EVR did not. It is preferred for the RICE supplier to design and provide these units because there is significant coordination required with the design of these units, the charge air intake units, and the platforms to access them. A cost has been estimated for this equipment to be furnished by the Installation Contractor.

Compressed Air

Different compressed air system designs were proposed by each vendor, but both designs were deemed acceptable. The EVR system utilizes a 2 x 100% compressor arrangement for their starting air along with an air dryer and receiver tanks sized for a total of 6 engine starts without refilling. This size falls short of the RFP requirement for the system to accommodate 3 starts per engine. EVR's instrument / control air system compressed air is provided by their SCR atomization air system which consists of three compressors in a 3 x 50% arrangement.

The Wartsila proposed starting air system consists of a 3 x 50% compressor design with two air receivers sized for a total of 9 engine starts. This meets the requirement of the RFP for the system to be sized for 3 starts per engine. The instrument / control air system is also a 3 x 50% compressor design with 3 x 50% dryers, and 4 receiver tanks. The compressors quoted by Wartsila are provided in enclosures for additional sound attenuation.

Both proposers indicated that their compressors had maximum temperature limitations and expressed concern with installing this equipment in the engine hall, which was the design indicated in the RFP package.

Electrical

Scope Options

Option F of the specification included the following Electrical Equipment and Services:

- MV Switchgear
- LV Switchgear or Panelboards

To support the OEM supplying the above equipment the following Services are included in Option F:

- Aux Power Load Flow Study including Power Flow, Short Circuit Analysis and Motor Starting in ETAP
- Arc Flash Analysis

Wartsila and EVR included pricing for the items in Option F. During the proposal evaluation period, both proposers were asked to provide pricing for additional LV Switchgear compartments in order to meet the

plant requirements for a future three engines as well as an incoming feed from a Reserve Auxiliary Transformer (as shown on the plant Single Line Diagram). Both proposers were able to comply with the requirements for the LV Switchgear. In addition to the items in Option F, Wartsila also included the auxiliary dry type transformer feeding the LV Switchgear.

Both proposers initially took exception to providing the Black Start Diesel Generator required in the base scope. During the proposal evaluation period, each vendor was asked to provide a cost adder for the diesel generator to be sized for black start operation and 500kW minimum. Wartsila was able to provide a cost adder for the black start diesel generator as specified.

EVR also included pricing for the items in Option F, but they were not able to provide pricing for the black start diesel generator in time to support award. Integration of the black start diesel generator with the electrical and controls systems requires significant coordination and therefore is recommended and preferred to be in the scope of the RICE vendor. A cost has been estimated for this equipment to be furnished by the Installation Contractor.

ETAP Aux Power Load Flow Study

Both EVR and Wartsila took exception to providing the Aux Power load flow study in native ETAP, offering .pdf only. Recreation of the ETAP model to facilitate analysis of future units will need to occur when COA starts looking into the addition of the future units. This will incur an additional cost to COA at that time.

Control Design Impacts

EVR requires monitoring of each breaker (MV and LV) back at their PLCs. This results in more cables required than the Wartsila design and therefore more conduit and tray needed for those cables. This also results in EVR PLCs being larger than Wartsila's resulting in a need for a larger electrical room to house them. S&L requested top entry equipment in order to facilitate easier routing of cables, but EVR stated only bottom entry is available. To accommodate EVR's bottom entry design, this could result in needing either a cable vault below the panels or a second story to the Main Electrical Room.

I&C

Both Wartsila and EVR presented viable control architectures and hardware offerings for the Ames Municipal Energy Center, however, Wartsila's offering is more completely defined and presents lower overall integration risk for COA.

Wartsila more clearly identifies the furnished controls hardware, including operator workstations, engineering workstations, common, engine, and auxiliary control panels, along with dedicated historian and DMZ servers. By comparison, EVR generally defers key controls details to Annex 6 and Annex 7, does not include separate DMZ or plant historian servers in its base offer, and instead indicates interface to the Purchaser's historian via OPC-UA. An additional cost for a plant historian based on S&L experience is included in EVR's adjusted proposal pricing.

EVR states that the BOP control system/HMI is included in their base scope, while Wartsila carries the overall plant BOP DCS/PLC as an evaluated option; however, the latest evaluation still favors Wartsila on included scope and overall evaluated cost.

Structural

Base Scope

The specification required the following structural scope of supply:

- Maintenance platforms for full and complete access to all engines.
- Primary access to all platforms shall be via stairs to the greatest extent possible.

Scope Options

Options B, C, and G of the specification included the following additional structural scope of supply:

- Option B: Exhaust gas ducting, silencer, and stack support steel
- Option C: Steel structures, platforms, and stairs for SCR system
- Option G: Steel structures, platforms, and stairs for Radiator system

Proposed Scopes of Supply

Wartsila and EVR generally matched scope supply and exceptions regarding the structural supply. Both suppliers included engine maintenance platforms and the support steel specified in Options B, C, and G. Wartsila provided costs for each option, while EVR included the optional support steel in their base price. The specification required stairs be provided as the primary access means to all platforms to the greatest extent possible. Wartsila's proposal specifies stair access for all platforms within their scope of supply. Meanwhile, EVR noted that access to the Level 3 engine and auxiliary service platform could only be reached by ladder, but that this platform would be rarely used. This was determined to be acceptable.

The specification required all exterior structural steel, platforms, stairs, ladders, and handrails to be galvanized in lieu of paint. EVR confirmed all structural steel in their scope of supply will be hot-dip galvanized, while Wartsila's technical specifications call for a high-durability paint. Wartsila provided a cost adjustment for hot dip galvanizing external support steel to meet this requirement.

Testing & Commissioning:

The main distinction between the testing plans of the two vendors is that the EVR proposal includes Factory Acceptance Testing of only one genset, but the Wartsila proposal includes testing of all three. Although both approaches are technically acceptable, Wartsila's approach to testing each engine is much more comprehensive and meets the requirements of the RFP.

Both vendors offered a significant amount of Technical Field Assistance (TFA) to help with commissioning on site. TFA is discussed further in a later section.

Maintenance Requirements and Training:

Maintenance and Training

Wartsila offered a training program as part of their base proposal. The curriculum consists of two onsite courses and two courses at the Wartsila facility in Ft. Lauderdale, FL. The on-site courses are 5 days and 10 days. The Wartsila facility courses are both 5 days.

EVR provided an optional adder to include training courses. The offering includes two 10-day courses located at an EVR facility, and two 5-day on-site courses.

Both proposer's offerings were deemed to be acceptable.

LTSA Overview

An additional item to consider is the capability of each supplier to continue to support maintenance and monitoring of RICE plant operations through a Long-Term Service Agreement (LTSA). It was asked that each vendor provide a proposal for a 5-year LTSA and a 2-year LTSA. The results for what was quoted are in the table below.

LTSA and Spare Parts Summary		
	EVR	Wartsila
Option I: Provide a Five-Year Long-Term Service Agreement (LTSA)	\$15,912,779	\$5,513,000
Option J: Provide a Two-Year Long-Term Service Agreement (LTSA)	\$1,973,486	Not Quoted

After reviewing the LTSA proposals and discussing them in interviews with each vendor, it seems that the scope of parts and services offered under each program are comparable. All LTSA proposals from both vendors were generated using the anticipated operating hours that were provided in the RFP package. The programs mostly include service and spare parts for planned maintenance, and remote monitoring functionalities. The programs would also include shipment of critical spares at commencement of the contract for COA to have on site.

As seen in the table above, Wartsila did not provide a cost for a 2-year LTSA. They strongly recommended the 5-year LTSA over the other options since the first major overhaul is expected to occur in the 3–5-year period. This is also the reason why the EVR 5-year program was significantly more expensive than the 2-year program.

In general, both LTSA programs were deemed acceptable. The Wartsila 5-year program is more favorable due to its price, which corresponds to \$1,102,600 / year for all planned maintenance. The cost of the EVR 5-year program corresponds to \$3,182,556 / year.

Technical Field Assistance (TFA):

Wartsila and EVR both met the specification requirements for TFA and confirmed they will be providing the following support as part of their project technical field assistance for their base offerings.

- Technical advisors: Civil, Electrical, Mechanical
- Commissioning manager
- PLC programmer
- NOx advisor
- Engine automation and instrumentation tuning

Additionally, EVR is offering to provide one (1) person on site for one (1) year to support TFA post commercial operation date (COD). Wartsila did not offer this in their equipment supply contract, but it is included as part of their 5-year LTSA program discussed above.

Equipment Delivery Date and Freight

EVR has offered a guaranteed FCA shipping date for major equipment (engines and generators) of August 2029. It is assumed that the equipment will take 2-3 months to ship from the FCA port to site, so the delivery to site would be expected to be October – November 2029.

Wartsila has offered a guaranteed major equipment DDP delivery date of October 30, 2029.

Although the anticipated delivery dates of the equipment are very similar, it is an advantage that Wartsila offers a guaranteed delivery date for when the equipment will be on site, versus EVR's offering that only guarantees the date that the equipment is shipped from the port.

Wartsila included the cost of freight in their proposal while EVR supplied an estimated cost that would be incurred at the times of shipment. Both vendors indicated that any tariffs or import taxes in place at the time of shipment would be the responsibility of COA.

Engineering Document Submittal Schedule

EVR and Wartsila both took exception to the document submittal schedule provided in the RFP and proposed their own schedules. Through negotiation, document submittal dates were agreed upon with Wartsila. Input has not been provided on the EVR document submittal schedule at the time this letter was

written. Further negotiation with EVR would be required for their document submittal schedule to reach an acceptable point.

COMMERCIAL EVALUATION

The commercial evaluation is being performed by COA commercial and is not included as part of this technical evaluation.

EVALUATION SUMMARY

S&L developed a scoring criterion to evaluate technical compliance. The table below summarizes this evaluation which shows a total score in favor of Wartsila's offering.

Category	Max. Score	EVR	EVR Comments	Wartsila	Wartsila Comments
Proposal Completeness and Compliance	5	4.4	Aligned with most technical requirements but slightly lacking in documentation completeness.	4.6	Aligned with most technical requirements but slightly lacking in documentation completeness.
Performance Characteristics	15	11.0	High performance in terms of gross power output and efficiency	10.2	Acceptable performance characteristics
Emissions and Noise	10	7.3	Provided guarantees for all emission constituents, but lacked in noise performance	7.2	Did not guarantee all requested emission constituents, but provided lowest noise options
Project Schedule	20	7.6	Guaranteed FCA date of August 2029 (anticipated delivery of October 2029)	7.6	Guaranteed DDP date of October 2029
Included Scope	10	7.6	Include core scope	8.3	Included core scope plus other items for optimized integration
Testing & Commissioning	5	5.0	Met all requirements	5.0	Met all requirements
Maintenance Requirements and Training	5	2.8	Meets most requirements, but missing information on major overhaul	3.8	Meets most requirements
Technical Field Assistance	5	5.0	Fully met the requirements with no additional concerns.	5.0	Fully met requirements with no additional concerns.
Customer Base and Status of Technology Offered	5	3.0	Weaker market presence in US	4.4	Strong market presence in US
Total Cost	20	4.0	Expensive total adjusted price, representative of high demand from data centers	16.0	Most cost-effective after adjustments
Total	100	57.6	Total reflects a solid performance with some areas for improvement.	72.1	Overall best performer with strong scores across categories.

RECOMMENDATION

Pending final commercial review by COA, Wartsila is recommended to be the reciprocating internal combustion engines and accompanying equipment supplier. This is due to Wartsila having a stronger technical offering as well as having the lowest evaluated cost. The evaluated cost is currently **\$69,230,520** (subject to Euro / USD exchange rate).

Please contact Ms. Marion Teslik at 312-269-7330 or me if you have any questions concerning this recommendation.

Yours very truly,



Adam Redd
Project Director

Enclosure – All Recipients

Copies:

C. Spence

S. Feucht

K. Evans

D. Kom

J. Muschick

M. Teslik

H. Hudetz

C-2520_LOR.docx

Exhibit 1 – Proposer Exception and Clarifications

NAME OF PROPOSER: Wartsila

No.	Department	Spec. Section	Comment	Requirement Different than Seller's Standard Offering (Y/N)	Commercial Impact to Comply (Y/N)	Acceptable?	Owner / Engineer Responses	Response Date	Proposer Response	Response Date	Owner / Engineer Responses	Proposer Response
1	General	013216/ 101.2 b5	Only Project Specific documents will require review and resubmittal, Only 1 resubmittal is considered for said documents			Y	Acceptable	6/12/2026				
2	General	013216/ 101.2 C	This is not a feasible approach to most equipment and will only be applied after discussion in EKO			Y	Acceptable	6/12/2026				
3	General	013216-2/ 101.3	Wärtsilä shall not be liable for schedule impacts arising from late reviews or delayed approvals -when required- by the Owner or the Owner's Engineer.			Y	Acceptable	6/12/2026				
4	General	13300/ 101.3	Section 013324 will be superceded by Wartsila Appendix I - Document Submittal Schedule that will be reviewed after EKO and updated throughout the project			Y	See item 30 in questions to bidder tab	6/19/2026	Per Item 27 of the Questions to Propers (Row 30 of the Excel file) The Monthly progress reports will include the Master Document List and Project Schedule will be submitted 30 days after EKO. Preliminary Training Program will be provided 90 days after EKO Wartsilä provides ITP, Engine PCT protocol 30 days before engine PCT, FAT protocols for the control system 30 days before testing and Generator FAT Protocols ahead of the Generator FAT. Site Quality Assurance Documentation (SQAD) will be available after the equipment is delivered to site. 3D model models for Wärtsilä's scope of supply will be provided	6/25/2026	Document submittal list updated per S&L comments.	
5	General	013300/ 102.1-102.3	Wärtsilä uses DCM for document control and document submittals in delivery projects. DCM365 introduction for customer training can be provided to the customer after EKO. DCM has commenting function. By using the commenting function in DCM all stakeholders have at any time access to newest information and there is no need of exchange and manual tracking excel files. Customer and Customers engineer can get access to the comment section. The system allows to add written comments as well as attachments (e.g. commented drawings). Comments can be exported into an excel at any stage for own archiving purposes. Wärtsilä will use own document numbering and revision system. Customer document identification can be available as metadata in DCM, and on a project front page for each document, but it will not be added to the document header or title block. Using customer document identification in addition to Wärtsilä's own identification will increase cost.			Y	In Review To be discussed in 7/7 meeting	6/12/2026			Discussed in 7/7 meeting and deemed acceptable.	
6	General	013300/ 102.4 - 102.6	Transmittals are prepared per project phase and discipline. The transmittal sheet displays the project name, transmittal number, and date. All documents included in the transmittal are listed with title, document number, revision, and issue purpose. Transmittals are numbered using a single running sequence, with no separation based on phase, discipline, or issue purpose (WAR-CUS-nnnn). All commenting is done by document and not per transmittal.			Y	Acceptable	6/12/2026				
7	General	013300/ 102.7	Preliminary, For Construction and As-Built can be added as stamp on the documents. Issue purposes are mentioned in the transmittal sheet and as metadata in DCM. Wärtsilä's internal document will include Wärtsilä's doc number, other supplier's documents won't be altered to add Wärtsilä reference. Some Certificates will be in the Vendor's local language			Y	Acceptable	6/12/2026				
8	General	013300/ 102.10	References in drawings are done by document ID. Referenced drawings are not added to a drawing.			Y	Acceptable	6/12/2026				
9	General	013300/ 102.12	Comments will be resolved in the next revision of the document and after complete review of the document			Y	Acceptable	6/12/2026				
10	General	013300/ 102.15	Not applicable for all equipment			Y	Acceptable	6/12/2026				

NAME OF PROPOSER: Wartsila

11	General	013300/ 102.16				Y	All documents should have a history of changes. Please confirm why only "some" is included here. If a document is superseded, it should be identified as superseded by the document number that it has been superseded by.	6/12/2026	Per Item 27 of the Questions to Propers (Row 30 of the Excel file) The Monthly progress reports will include the Master Document List and Project Schedule will be submitted 30 days after EKO. Preliminary Training Program will be provided 90 days after EKO Wartsilä provides ITP, Engine PCT protocol 30 days before engine PCT, FAT protocols for the control system 30 days before testing and Generator FAT Protocols ahead of the Generator FAT. Site Quality Assurance Documentation (SQAD) will be available after the equipment is delivered to site. 3D model models for Wärtsilä's scope of supply will be provided	6/25/2026	Acceptable	
			Some of the submittals will have a history of changes									
12	General	013300/ 102.17	Review time is recommended to be 14 calendar days, working days are too difficult to specify, as they are different in different parts of the world.			Y	Acceptable	6/12/2026				
13	General	013300/ 102.19	Stamped document can be uploaded to the comments as attachment. Wärtsilä uses following responses:			Y	Acceptable	6/12/2026				
			DCM response	Customer response	Explanation							
			Approved	1. No exception taken. Proceed with Fabrication or Construction in accordance with specification.	The document is approved, and no further updates are needed.							
			Approved with comments	2. Revise as noted and resubmit. Proceed in accordance with specifications after incorporating noted revisions.	The document is approved. Work may proceed, but some updates or clarifications are expected in the next revision.							
			Rejected with comment	3. Does not meet specification requirements. Revise and resubmit. Hold Fabrication and/or construction.	The document is not approved and work may not proceed. A new revision must be created and resubmitted.							
			NA	4. For information only.	Document is sent for information only. It can be commented, but no response available.							
14	General	013300/ 102.20	Wärtsilä is not responsible for delays resulting from design changes submitted late by the Owner or the Owner's Engineer.			Y	Acceptable	6/12/2026				
15	General	013300/ 102.24	Wärtsilä documentation is available in DCM and can be exported by customer Design documentation Shared in design in DCM and can be exported per transmittal or as one package.			Y	Acceptable	6/12/2026				
16	General	013300/ 103.2	Updated 3D models will be submitted as appropriate			Y	Acceptable	6/12/2026				
17	General	13323/ 102.2 a	As Fabricated drawings cannot be submitted, As built will be submitted post commissioning			Y	Acceptable	6/12/2026				
18	I&C	13323/ 102.2 b				Y	In Review Please confirm if control settings will be provided to end user after warranty period. To be discussed during 7/7 meeting	6/12/2026			Discussed in 7/7 meeting and deemed acceptable.	
			Control Settings aren't provided to end users, this requires signing a EULA. After Singining EULA access will be limited to read only until the engines are out of Warranty.									
19	General	13323/ 102.2 d2	This will Only apply to documents engineered to order rather than standard documentation			Y	Acceptable	6/12/2026				
20	General	13323/ 102.2 d2.5 & d2	Wärtsilä will use own document numbering and revision system.			Y	Acceptable	7/1/2026				
			The filename is DocumentID and Revision (e.g. Pnnnnn-WAR-mmmm_rr, whereas nnnnn is the project number, mmmm a running number and rr the revision (from 01 upwards)) followed by the file extension (mainly pdf). The DocumentID and Revision is stamped in the top right corner.									
21	General	13323/ 103.1 a	Wärtsilä will submit the standard equipment O&M Manuals - Project specific manuals won't be created, As built drawing aren't a part of the O&M Manuals and will be submitted separately.			Y	Acceptable	6/12/2026				
22	General	13323/ 103.1B	13324 Shall be superceeded with Appendix I			Y	See item 4	6/12/2026				

NAME OF PROPOSER: Wartsila

23	General	13323/ 103.2	Wärtsilä will submit the standard equipment O&M Manuals. The QC Check list by suppliers will be requested but will only be submitted if the supplier approves the release of the document. OEM documentation is checked by Supplier Document Quality Control team.			Y	Acceptable	6/12/2026				
24	General	13323/ 103.3	Wärtsilä Provides a customizable training curriculum to customer through Wärtsilä land and sea academy that is shared before the training is scheduled			Y	Acceptable	6/12/2026				
25	General	13323/ 103.4/ 103.4 a	Wärtsilä will submit the standard equipment O&M Manuals - Project specific manuals won't be created.			Y	Acceptable	6/12/2026				
26	General	13323/ 103.7	The O&M Manual will be published on DCM Customer Site per system			Y	Acceptable	6/12/2026				
27	General	13323/ 103.8	Wärtsilä will submit the standard equipment O&M Manuals - Project specific manuals won't be created nor redaction will be performed, As built O&M Manuals and will be submitted separately post commissioning			Y	Acceptable	6/12/2026				
28	General	13323/ 103.9	Wärtsilä will submit the standard equipment O&M Manuals			Y	Acceptable	6/12/2026				
29	General	13323/ 103.12	O&M Manuals will follow Wartsila's standards and shall not be modified			Y	Acceptable	6/12/2026				
30	General	13323/ 103.13	O&M Manuals will be submitted in a non editable format, standard and on customizable manuals will be submitted			Y	Acceptable	6/12/2026				
31	General	13323/ 104.2	O&M Manuals are delivered 30 days before Commissioning, Draft manuals can be submitted 30 days after Delivery of Engines and will follow Wärtsilä's standards/			Y	Acceptable under conditions that Wartsila will provide example O&M manual for reference only during document review cycle.	7/1/2026				
32	General	13323/ 104.3	O&M Manuals will follow Wärtsilä's standards and shall not be modified, all systems will have O&M Manuals			Y	Acceptable	6/12/2026				
33	General	13323/ 104.4 a & b	Preliminary O&M Manual will be submitted in PDF format, 30 days after engine delivery Electronic formatting will follow Wärtsilä's specifications and will be submitted in pdf format and can't be modified. Post commissioning comments will be implemented in the As built version of the Manuals.			Y	Not Acceptable. Preliminary O&M is required during detailed design project phase for reference. Please confirm this can be provided.	6/12/2026	Wartsila can provide and example O&M manual from a very similar scope project. The project preliminary O&M will be submitted 30 days after engine delivery.	6/25/2026	Acceptable under conditions that Wartsila will provide example O&M manual for reference only during document review cycle.	7/1/2026
34	I&C	13323/ 105.1	A device list will be submitted to City of Ames NOT A DATABASE			Y	Acceptable as long as device list is provided in native format (excel or access)	7/1/2026				
35	General	13323/ 105.2	The device list will be submitted twice			Y	Acceptable	6/12/2026				
36	General	13323/ 105.3	Customer should assume that all equipment shall be installed by the installation contractor, Only the engine assembly will be performed by Wärtsilä personnel. Wärtsilä provides advisors to advise the installation contractor during the installation of equipment.			Y	Acceptable	6/12/2026				
37	General	13324/ 101.5	The MDL is created within 30 days of NTP and after EKO and is updated throughout the project life.			Y	Acceptable	6/12/2026				
38	General	13324/ 101.6a	The MDL is created per discipline and includes the following information : System/Category, Document type, Name, Supplier if not Wärtsilä drawing, Doc ID, Rev. ID, DCM Doc ID, Submittal Package , listing of the customer input required and comments related to the document submittal			Y	Acceptable	6/12/2026				
39	General	13324/ 101.7	The MDL is created per discipline and includes the following information : System/Category, Document type, Name, Supplier if not Wärtsilä drawing, Doc ID, Rev. ID, DCM Doc ID, Submittal Package , listing of the customer input required and comments related to the document submittal			Y	Acceptable	6/12/2026				
40	General	13324/ 102	The documents in Table 102-1 are going to be replaced by Appendix I			Y	See item 4	6/12/2026				
41	General	Section 14500	Wärtsilä will follow our internal Quality assurance and Quality control Protocol			Y	Acceptable	6/12/2026				
42	General	014500 / 101.4	Suppliers contracted by Wärtsilä will adhere to Wärtsilä's previously agreed upon standards			Y	Acceptable	6/12/2026				
43	General	014500 / 102.1	Wärtsilä will submit the inspection and test plan, not manuals			Y	Acceptable	6/12/2026				
44	General	014500 / 104.3	Standard Wärtsilä quality procedure will be followed, nothing will be modified.			Y	Acceptable	6/12/2026				
45	General	14500/102.1	Wärtsilä will provide a QEHS for information ONLY			Y	Acceptable	6/12/2026				
46	General	14500/102.3	Non- standard requirement. Possible point of delay for the production of equipment. Additional cost in case of this additional requirements provided before acceptance. Which can be agreed on post award The requested data can be submitted for information only.			Y	Acceptable	7/1/2026				
47	General	14500/102.3 a	This is a Non Standard requirement, Only engine and auxiliary platforms & support steel structure WPS and PQRs can be provided on additional cost. Which can be agreed on post award			Y	Please confirm if there is a cost associated with this if documents are provided for information only.	7/1/2026	Can be discussed post award if required.		Acceptable	
48	General	14500/102.4	Not possible for all the materials. Material certificate will be provided according to the pertaining standard/codes of the equipment type. The requested data can be submitted for information only when available.			Y	Acceptable	6/12/2026				
49	General	14500/102.5	Test reports will be provided along with the final FAT documentation. Any intermediate "review and acceptance" would halt the production.			Y	Acceptable	6/12/2026				
50	General	14500/102.7	Witness points should be mutually agreed by both parties and documented in the ITP which should be agreed within 30 days of contract signing.			Y	To be discussed in 7/7 meeting	7/1/2026	Discussed in 7/7 meeting. COA can witness FAT, generator tests, and/or engine tests.		Acceptable	
51	General	14500/103	Manufacturing won't be witnessed, There will be a witness point possible for FAT only, not during manufacturing. Documents are not provided for verification during production. Agreed documents will be provided along with the final documentation. Manufacturing ITP will be provided for information. only PCT/FAT reports are provided. Other in-house production records can be viewed during FAT/ PCT. if Performed			Y	Acceptable	7/1/2026				

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52	General	016131 / 103.3	Name Plates shall follow Wärtsilä's naming convention; Engine name plates will have engine type, Serial number, Power, manufactrung month/year and rpm.			Y	Acceptable to use Wartsila naming convention. Please confirm that tags will also include manufacturers name and project number.	6/19/2026	Wartsila confirms the tags will have the manufactures names. We can not confirm the project number will on compenent tags. We will request to be included where possible. However, for some components they can not include this. We can further discuss this on 7-JUL.	6/25/2026	Acceptable	
53	General	016500 / 102	The 18V50DF engine will be disassembled for transportation into major components; the base frame, engine block, turbo charge and air reciever. Wärtsilä field service engineers will reassemble the Engine which will then be staged until the last engine is assembled. The minimum site requirements are shared in Appendix D			Y	Acceptable	6/12/2026				
54	General	016500/ 103.2	The Equipment is transported via a vessel from Finland then a train and/or trucks, a GPS tracker can be added to the engines while being transported via rail. The three Directional impact recorders cannot be provided.			Y	To be discussed in 7/7 meeting	7/1/2026	Discussed in 7/7 meeting. Impact recorders can not be provided for engine transport, but can be provided for generator transport.		Acceptable	
55	General	016500/ 103.4	Equipment other than the engine will be packed in containers, pallets and boxes.			Y	Acceptable	6/12/2026				
56	General	016500/ 103.10 - 103.11	Containers shall be identified with a weather proof marking Packing lists will be secured on the outside			Y	Acceptable	6/12/2026				
57	General	016500/ 104.2	A notice of shipment will be sent to the buyer and packing lists and shall follow Wärtsilä specification, the BOL description shall follow the guidance of Warsila's importation team. A Packing list will accompany the shipment and will be submitted 15 days before shipment			Y	Acceptable	6/12/2026				
58	General	016500/ 104.3	The Purchaser's site manager will be notified of the delivery date as soon as it is determined, notification of delivery time within one hour 24 hours in advance is not feasible due to the transportation method.				Site will need to be notified in advance of delivery so contractor is available for offloading. Please confirm what advanced notice will be available.	6/12/2026	COA will receive weekly updates from our freight forwarder and the project team once the shipment has departed Vaasa port.	6/25/2026	To be discussed in 7/7 meeting	
59	General	016500/ 104.5	This will be governed by the contract.			Y	Acceptable	6/12/2026				
60	General	016500/ 105.3a	It is the responsibility of the buyer to facillitate and provide access to the site			Y	Acceptable	6/12/2026				
61	General	016500/ 105.4	The responsibility of storing the engines after assembly will be governed by the contract.			Y	Acceptable	6/12/2026				
62	General	016500/ 105.6	The Supplier is responsible for the delivery of engines on the foundation, the Balance of plant shall be the responsibility of the buyer to unload and maintain once delivered at site. The division of responsibility is shown on Appendix A and will be governed by the contract.			Y	Acceptable	6/12/2026				
63	General	016500/ 106.1	The owner shall inspect the equipment and can be accompanied by the installation contractor			Y	Acceptable	6/12/2026				
64	General	016500/ 106.2	Product, equipment and material inspection shall occur in the presence of the supplier site representative			Y	Acceptable	6/12/2026				
65	General	016500/ 106.3	The Genset delivery point is on Foundation, while the balance of plant delivery point is site once the BOP has been delivered it is the responsibility of the site owner or owner representative to track any of the material as they are being pulled out to be used. No inventory management system will be used			Y	Acceptable	6/12/2026				
66	General	99113	An exception is taken to the entire Article Wärtsilä uses standard coating specifications and protocol and cannot comply with article 99113. Wärtsilä's Coating specifications and protocol can be provided after EKO - Specifications are compliants with the EU specifications			Y	Acceptable	6/12/2026				
67	General	99113/ 102	Wärtsilä Uses International/European codes			Y	Acceptable	6/12/2026				
68	General	99113/ 103	Wärtsilä is providing the preliminary ITP as appendix K, QA cannot be shared for sub suppliers unless approved by them.			Y	Acceptable	6/12/2026				
69	General	099113/ 104	Wärtsilä Uses International/European codes and follows internal QA/QC process Wärtsilä's Coating specifications and protocol can be provided after EKO			Y	Acceptable	6/12/2026				
70	General	099113/ 308.1	Repair of damaged coating will occur at site and will be performed by the installer via a change order directed towards the responsible party.			Y	Acceptable	6/12/2026				
71	I&C	481127 / 103 B6	Control functionality is not provided from the Local Generation Control Panel located at the engine hall. However the description in this section refers to control functionality that is implemented through the Generating Control Panel, typically installed at the Control Room			Y	Acceptable	6/12/2026				
72	I&C	481127 / 103.2 A2,A3,A4	A fault-tolerant design philosophy is not included.			Y	Acceptable	6/12/2026				
73	I&C	481127 / 103.3 A3.5.2	Our standard, proven design does not employ HART transmitters; therefore, no HART modules are included in the Common Control System.			Y	Acceptable	7/1/2026				
74	I&C	481127 / 103.4 A3.5.1	In alignment with our standard design, HART transmitters are not utilized. As a result, the Local Generating Set Control Panel does not include HART modules.			Y	Acceptable	7/1/2026				
75	Electrical	481127 / 103.4 A5	Our standard, proven design does not use SEL meters; Crompton or DEIF meters will be provided.			Y	Can you provide a cost adder to use SEL relays instead?	7/1/2026	SEL relays only used for protection relays		Acceptable	
76	Electrical	481127 / 103.4 A6	Synchronization will be accomplished via the AVR in combination with a DEIF Sync Check Relay. An SEL synchronizing relay is not included.			Y	Can you provide a cost adder to use SEL relays instead?	7/1/2026	SEL relays only used for protection relays		Acceptable	

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77	I&C	481127 / 103.6 B	Our standard, proven design does not employ SOE modules, however alarm time stamp is done at the device level (as Protection relays, PLC's, Engine controller [governor]) as well our design has RAID 5 configuration.			Y	Acceptable	6/16/2026				
78	I&C	481127 / 103.9 C1.2.1	Our standard, proven design does not employ HART-type transmitters and transmitters with local displays.			Y	Acceptable	6/16/2026				
79	I&C	481127 / 103.9 C1.2.2	Wire labeling is unique and consistent, with identical numbering at both ends.			Y	Acceptable	6/16/2026				
80	I&C	481127 / 103.9 C1.4	Thermocouples are supplied only for engine cylinders. All other temperature measurements are RTDs.			Y	Acceptable	6/16/2026				
81	I&C	481127 / 103.9 C1.5	Only when is required by Code Redundancy and will be supplied. Our proven design mitigates the single point of failure from shutting down the plant however do not always have redundant instrumentation.			Y	Acceptable	6/16/2026				
82	I&C	Appendix 1 D1.7.1	Only communication cables will be supplied by Wärtsilä			Y	Acceptable	6/16/2026				
83		Appendix 1 D2.10					Clarify, an aux power study is required if Wartsila is to provide the electrical equipment as shown in Option F.	6/16/2026	All documentation is shared in pdf format, OP895963-0146, shows the supply documents, however they are listed below. •Simulation Model Report •MV 1-Line (Simple) •MV 1-line (Detailed) •Short-Circuit Calculation Report •Short-Circuit Appendix •Load Flow Calculation Report •Load Flow Calculation Appendix •CT Sizing Calculation •MV Protection Relay Settings Calculations •Arc-Flash Analysis Report •LV Breaker Settings		Please provide the native files the documentation is based on for future revisions. For example, if the city were to add future units, these could be included in the model.	Aux power studies only provided as PDF
	Electrical		An Auxiliary Power Study in ETAP is not included.			Y				6/25/2026		
84	Commercial	7.4	The Warranty included in this offer is as per Wartsila Warranty defined in Section 10.2 and 10.3 of the WNA draft contract proposal. The warranty shall apply for a period ending twenty-four (24) months after the Provisional Acceptance Date or thirty (30) months after the arrival of the Generator Sets in the Country, whichever occurs first (the "Primary Warranty Period"). The warranty period with respect to parts which have been repaired or replaced during the Primary Warranty Period shall be six (6) months from the date of repair or replacement or until the expiration of the Primary Warranty Period, whichever occurs later (the "Extended Warranty Period"); provided, however, that in no event shall the Extended Warranty Period extend beyond thirty-six (36) months after the Primary Warranty Period began. The Extended Warranty Period applies only to parts or components of the Equipment which are repaired or replaced during the Primary Warranty Period and not to the remaining parts or components or other items of Equipment.			Y	See Questions tab Item 2 for question on warranty.	6/12/2026	The 5 year LTSA does not extend the 2 year warranty included in the equipment contract. The LTSA does provide a separate warranty on the parts and services that are provided.	6/25/2026	Acceptable	
85	Commercial	4 Contract Price, Progress Payments, Delivery/ 4.3	Payment terms will be in accordance with Exhibit 2 - Milestone Payments				In Review - pending COA input - to be discussed 7/7	7/1/2026				
86	Commercial	Standard Terms & Con	The Wartsila Equipment Supply Contract (Draft) submitted with Wartsila Firm Offer will replace the Standard Terms and Conditions except where otherwise noted.				In Review - pending COA input - to be discussed 7/7	7/1/2026				
87	Commercial	Special Conditions for F	The Wartsila Equipment Supply Contract (Draft) submitted with Wartsila Firm Offer will replace the Standard Terms and Conditions except where otherwise noted.				In Review - pending COA input - to be discussed 7/7	7/1/2026				
88	Commercial	Special Conditions Insurance Requirements for Supplier	Applied with some modifications per WNA Firm Offer Exhibit 6 - Insurance Requirement				In Review - pending COA input - to be discussed 7/7	7/1/2026				

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No.	Department	Comment	Requirement Different than Seller's Standard Offering (Y/N)	Commercial Impact to Comply (Y/N)	Acceptable?	Owner / Engineer Responses	Response Date	Proposer Response	Response Date	Owner / Engineer Responses	Proposer Response
1	Mechanical	EVR guarantees noise emissions for its scope of supply according to EVR 'Sound Emission List'.			Y	Acceptable	6/12/2026				
2	General	Applying Codes and Standards for project scope of supply are according to EVR 'Technical Specification'.			Y	Acceptable	6/12/2026				
3	General	LOTO concept is not part of EVR standard design. Requirements and impacts shall be discussed prior to any design change			Y	Acceptable	6/12/2026				
4	Electrical	terminal boxes comply with NEMA 3 standard.			Y	Clarify which terminal boxes this applies to. Term boxes outdoors, preference is NEMA 3R, those in hazardous areas NEMA 4X.	6/16/2026	Based on our IP protection classifications, we need to evaluate the corresponding NEMA ratings. According to our gas safety concept, there are no terminal boxes in hazardous areas. Therefore, terminal boxes with a NEMA 4X rating are not required.	6/26/2026	Acceptable	
5	General	verification of 3rd party (PE stamp) of any module/system/structure is not offered; exception: genset foundation documentation			Y	Acceptable	6/12/2026				
6	Mechanical	Lube oil pump will be shipped loose installed by Others due to transport reasons			Y	Please confirm if lube oil pumps provided will be skid mounted with appropriate isolation and instrumentation. If not provided, please provide scope adjustment to include skid mounted pumps with components for isolation and instrumentation included within the pump skid boundary.	6/12/2026	Lube oil supply or transfer pumps are simple pumps that are not modularised and are part of the plant piping. They have no isolation valves or instruments, as these are also part of the plant piping.	6/23/2026	Acceptable.	
7	Mechanical	EVR will not offer lube oil storage and maintenance tanks, forwarding pump module will be provided.			Y	Additionally, Please confirm if an option can be provided for Lube Oil Bulk Storage tanks. See Questions tab Item 7.	6/12/2026	According to the design philosophy, the EPC/construction company is responsible for supplying the tanks.	6/23/2026	Acceptable.	
8	Mechanical	EVR will not offer reagent storage tanks, forwarding pump module will be provided.			Y	Please confirm if an option can be provided for reagent storage tank. See Questions tab Item 8.	6/12/2026	According to the design philosophy, the EPC/construction company is responsible for supplying the tanks.	6/23/2026	Acceptable.	
9	Mechanical	EVR will not offer any type of ventilation units for power house or auxiliary buildings			Y	Please confirm if an option to supply these units can be provided. See Questions tab Item 10.	6/12/2026	According to the design philosophy, the EPC/construction company is responsible for supplying all building ventilation systems and HVAC.	6/23/2026	Acceptable.	
10	Mechanical	EVR will not offer a engine coolant heat recovery system as the engine does not require preheating of the intake air. As a result, heat recovery benefits decrease significantly			Y	Acceptable.	6/12/2026				
11	Mechanical	EVR will not offer SCR-preheating system, as operating temperature will be reached in approx. 30 mins			Y	Acceptable.	6/12/2026				
12	Mechanical	Clarification: An intake air heating is even with temperatures down to -40°F not needed and will not be offered.			Y	Acceptable.	6/12/2026				
13	Mechanical	Optional low noise components are offered by EVR. Based on an acoustic study and its findings, further optimizations can be made. Possible resulting costs are not included in the EVR quote.				Please confirm lowest noise option available is being offered for radiator.	6/12/2026	The standard sound power level for the quoted engine size is offered. Further reductions will be discussed in detail, as different levels require different improvements to the cooler design and/or sizing (quantity of units).	6/23/2026	To be discussed in 7/15 meeting	Discussed in 7/15 meeting - lower noise options available, but must be discussed more
14	Mechanical	P&IDs will be delivered during project execution. The EVR offer includes PFDs			Y	Acceptable	6/12/2026				
15	Mechanical	All specifications for consumables such as fuel gas, fuel oil, urea-solution, ethylene glycol and lube oil, are specified by EVR.			Y	Acceptable	6/12/2026				

PROPOSER TECHNICAL EXCEPTIONS AND CLARIFICATIONS

NAME OF PROPOSER: Everllence

No.	Department	Comment	Requirement Different than Seller's Standard Offering (Y/N)	Commercial Impact to Comply (Y/N)	Acceptable?	Owner / Engineer Responses	Response Date	Proposer Response	Response Date	Owner / Engineer Responses	Proposer Response
16	General	The offer includes a list of the auxiliary electric loads. Indicative numbers for water and compressed air are given with the PFDs.			Y	Acceptable	7/1/2026				
17	General	The following will not be provided by EVR with the offer: Equipment performance curves and data sheets for operation at the provided conditions included in the Specification, including speed torque curves for the equipment.			Y	Please confirm why this information cannot be provided.	6/12/2026	The main characteristics of the generator are included in our technical specification. However, specific equipment is subject to the main requirements of the power plant and may change during the basic and detail engineering phases.	6/23/2026	Acceptable	
18	General	Planning and performance data as per EVR technical specification and its attachments			Y	Please confirm the following will be provided post award with document submittals "Curves for: start-up and shutdown; Load vs. Time and Emission Rates (NOX, CO, VOC), Exhaust Flow Rate, and Exhaust Temperature vs. Load"	7/1/2026	Ramping and Loading Curves" (start-up and shut-down, load over time) and emission rates are part of our technical specification and were already provided as part of our offer. Exhaust flow rate and temperature over load are part of the "Planning Data" and could be provided on short notice.	6/23/2026	Acceptable.	
19	General	EVR will submit standard documents without external certification.				Per article 102.23 in section 013300, drawings and documents shall be certified and stamped in accordance with the state where the project is being performed. This requirement applies to structural steel drawings and pressure vessels. Please confirm this requirement can be met	7/1/2026				
20	General	The EVR offer includes 3D-Models based on the RFP requirements. Additional requirements are not considered.			Y	Acceptable.	6/12/2026				
21	General	EVR will provide an Engineering Documentation Submittal List (EDSL) which shall replace Table 102-1.				See item 51 in the questions to proposer tab.	6/19/2026	Answer in item 51 in the questions to proposer tab.	6/23/2026		
22	Structural	EVR will provide their equipment with corrosion protection according to EVR guideline <Q10.09028-5013>, based on ISO 12944, with C3-H for inside and outside application. Structural Steel will be hot dip galvanized.			Y	Acceptable	7/1/2026				
23	General	EVR can not guarantee that each supplied equipment is capable of a mechanical and electrical isolation.				Acceptable for mechanical. In Review for electrical.	7/1/2026				
24	General	Clarification: EVR is only responsible for delivered scope. The scope is defined in the EVR-Documents "Division Of Works" (DoW).			Y	Agreed, but based on final scope agreed upon at time of award.	6/12/2026	Ok	6/23/2026	Acceptable.	
25	Structural	The alternator is mounted on a concrete foundation. The alternator has no connection to the welded steel base frame of the engine.			Y	Acceptable	6/12/2026				
26	General	Generator exhaust air will be blown vertically to the top. Position of ridge vent has to be defined according to generator positioning and overall flow requirements and restrictions proposed with the help of a CFD study (not in EVR scope)			Y	Acceptable.	6/12/2026				
27	Mechanical	Clarification: EVR will provide a recommendation about the crane coverage and rating requirements but since the crane is not in EVR scope, no guarantees are provided for this.			Y	Acceptable.	6/12/2026				

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No.	Department	Comment	Requirement Different than Seller's Standard Offering (Y/N)	Commercial Impact to Comply (Y/N)	Acceptable?	Owner / Engineer Responses	Response Date	Proposer Response	Response Date	Owner / Engineer Responses	Proposer Response
28	Structural	EVR will provide the standard design for platforms. Here, there are a few rarely used platforms that can only be reached by ladder.			Y	Please confirm which platforms will included stair access and which are currently assumed to provided ladder access. Preference is for stairs but will need to be reviewed.	7/1/2026	Engine and auxiliary service platform inside powerhouse: - Levels 1 and 2: Stairs - Level 3: By ladder. SCR and intake air service platform: - By stairs for all levels. Exhaust gas stack: - No access. Radiator service platform: - By stairs.	6/23/2026	Acceptable.	
29	Mechanical	The provided EVR gas control line is only able to fulfill the requested requirements if the fuel gas upstream of it meets certain pre conditions e.g. pressure and temperature range. The pre conditions are defined in the EVR technical specification.			Y	Acceptable.	6/12/2026				
30	Mechanical	Emergency shutdown valve with automatic vent valve will not be provided by EVR.			Y	Please confirm if option for emergency shutdown valve with automatic vent valve can be provided.	6/12/2026	A plant-related fuel gas shut-off valve with automatic venting will not be provided.	6/23/2026	Acceptable.	
31	I&C	EVR flow meter will be of type 'flowsic500', which is self-monitoring but not officially called OBMV. No trim pressure regulation (not required for metering), no automatic vent valving (plant scope), not automatic isolation (plant scope) will be included.			Y	Flow meter type in review. If no trim pressure regulation is required at the engine units that is acceptable. See item 30 above regarding automatic vent valving and isolation.	6/12/2026	Noted. For more information, please see the answer to item 30.	6/23/2026	Acceptable.	
32	Mechanical	Shut off valves for each engine and for common fuel line will not be provided by EVR.			Y	See item 30 above.	6/12/2026	ok	6/23/2026	Acceptable.	
33	I&C	EVR will offer their standard flow meter which has the following main features: Coriolis mass flow meter with transmitter, accuracy at pump nominal capacity +/- 0.5%, calibration certificate, pressure drop of less than 0.3 bar at 70°C.			Y	Acceptable	6/16/2026				
34	I&C	Fuel oil flow meter will not have 40CFR60 certification.			Y	Acceptable	6/19/2026				
35	Mechanical	Fuel oil forwarding pumps, which have the purpose to transport fuel from storage tank to engine booster cycles, will be designed for indoor installation. The recommended EVR layout places the pump in the pump house next to the unloading area.			Y	See item 16 in questions tab.	6/12/2026	See answer in item 16 in Questions tab.	6/23/2026		
36	Civil	The foundations have to be designed meeting pipe and utility racks requirements.			Y	Acceptable	6/12/2026				
37	Mechanical	EVR will not provide storage tanks for lube oil.			Y	See Questions tab item 7	6/12/2026	See answer in Questions tab item 7	6/23/2026	Acceptable	
38	Mechanical	The mobile pump units will not be provided by EVR.			Y	See Questions tab item 19	6/12/2026	See answer in Questions tab item 19	6/23/2026	Acceptable	
39	Mechanical	To keep the piping system simple, EVR will provide two lube oil pumps for the connection between storage tank to RICE and two lube oil pumps between maintenance tank and RICE, each pump is 100% redundant.			Y	See Questions tab item 12	6/12/2026	See answer in Questions tab item 12	6/23/2026	Acceptable	
40	Mechanical	EVR will provide pumps as single components to be installed in free piping. The other components suction side strainer, filtration, thermometer, temperature transmitter, piping, fittings, valves, specialties, electric heater, and a control panel will not be provided by EVR.			Y	See Questions tab item 12	6/12/2026	See answer in Questions tab item 12	6/23/2026	Acceptable	
41	Mechanical	EVR concept does not consider filtering in lube oil supply line. Filtering is applied in the lube oil cycle and the cleaning is done in the secondary cycle (See Lube oil PFD).			Y	Acceptable	6/12/2026				
42	Mechanical	For starting air EVR provides one skid with two mounted compressors and each compressor has 100% of the needed capacity.			Y	Acceptable	6/12/2026				
43	Mechanical	The air receivers provide six starts in total. Two receivers with 5.500 ltr each are foreseen.			Y	Acceptable	6/12/2026				

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No.	Department	Comment	Requirement Different than Seller's Standard Offering (Y/N)	Commercial Impact to Comply (Y/N)	Acceptable?	Owner / Engineer Responses	Response Date	Proposer Response	Response Date	Owner / Engineer Responses	Proposer Response
44	Mechanical	Each by EVR provided starting air compressor can be electrical isolated. For mechanical isolation, manual shut off valves are mounted at the compressors outlet.			Y	Acceptable	6/12/2026				
45	Mechanical	A automatically disengage of the starting pinions is not needed and not provided by EVR. The starting air compressors operate independently from the RICE engines and their starts. The compressors are controlled by the pressure of the starting air receivers.			Y	Acceptable	6/12/2026				
46	Mechanical	From EVR provided starting air compressors will not be equipped with exhaust silencer and vapor arrestor.			Y	Please confirm if option can be provided to reduce Starting air Compressor dB(A) provided in Annex 9 - Equipment Sound List.	6/12/2026	We can offer optional encapsulation of starting air compressor modules.	6/23/2026	To be discussed in 7/15 meeting	Discussed in 7/15 interview and deemed not required
47	Mechanical	From EVR provided starting air receivers will be equipped with pedestals instead of support base rings.			Y	Acceptable	6/12/2026				
48	Mechanical	Instead of a manhole, an inspection hole will be part of the starting air receivers. Vacuum relief valve will not be included as operation range will be 15-30 bar(g). Ladders, handrails, support clips for piping, conduit will not be included in EVR scope.			Y	Acceptable	6/12/2026				
49	Mechanical	The starting air receivers will not have a manhole, they are equipped with a inspection hole with a size of 15".			Y	Acceptable	6/12/2026				
50	Mechanical	The EVR concept uses the atomization air compressors also to generate instrument air. The requested redundancy for instrument air compressors is not applicable. The atomization air compressors are designed to fulfill two times 100% of the needed air which is atomization air plus instrument air (instrument air is also called control air in EVR terminology).			Y	Acceptable; however, please confirm if additional compressor capacity can be provided to support 100 scfm of periodic service air usage.	6/12/2026	Confirmed. Additional 100 SCFM are included in the compressor capacity.	6/23/2026	Acceptable	
51	Mechanical	The EVR layout recommends to install the compressor in a compressor house and not inside of the power house. The compressors are not designed for ambient temperatures above 40°C (104°F).			Y	Please confirm if an alternative option can be provide that would allow for the compressors to be located internal to the engine hall.	6/12/2026	Compressor units must be installed in an air-conditioned room to maintain the required maximum temperature level, taking the treatment process into account. This requires installation in a specific compressor building or an extension of the compressor room within the E-Annex. However, this solution may directly lead to a larger E-Annex, which could be avoided by planning a "low-budget" compressor house.	6/23/2026	To be discussed in 7/15 meeting	Discussed in 7/15 meeting. Compressors should be located in a dedicated compressor room.
52	Mechanical	Atomisation air modules will be provided as single modules. Electrical and mechanical isolation will be possible.			Y	Acceptable	6/12/2026				
53	Mechanical	Climatic design conditions for compressors are given in EVR technical specification and have to be fulfilled.			Y	See item 51 above.	6/12/2026	See answer in item 51.	6/23/2026	To be discussed in 7/15 meeting	Discussed in 7/15 meeting. Compressors should be located in a dedicated compressor room.
54	Mechanical	Since a desiccant air dryer is used, no E-stop button near the front interface for emergency stopping is by EVR considered. The only moving parts are changeover valves.			Y	Acceptable	6/12/2026				
55	Mechanical	For mechanical isolation only manual shutoff valves at the compressor's outlet are provided.			Y	Acceptable	6/12/2026				

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No.	Department	Comment	Requirement Different than Seller's Standard Offering (Y/N)	Commercial Impact to Comply (Y/N)	Acceptable?	Owner / Engineer Responses	Response Date	Proposer Response	Response Date	Owner / Engineer Responses	Proposer Response
56	Mechanical	The EVR layout recommends to install the instrument air dryers in a compressor house and not inside of the power house. The modules are not designed for ambient temperatures above 40°C (104°F). Climatic design conditions are given in EVR technical specification and have to be fulfilled.			Y	See item 51 above.	6/12/2026	See answer in item 51.	6/23/2026	To be discussed in 7/15 meeting	Discussed in 7/15 meeting. Compressors and associated equipment should be located in a dedicated compressor room.
57	Mechanical	If the stamp is due to the low volume not required by law, EVR will deliver it without stamp.			Y	Stamps are required for pressure vessels above 15 psi. Please confirm this will be provided.	6/12/2026	will be provided	6/23/2026	Acceptable	
58	Mechanical	Technical features like velocity will follow subsuppliers standard design.			Y	Acceptable	6/12/2026				
59	Mechanical	Technical execution will follow subsuppliers standard design.			Y	Acceptable	6/12/2026				
60	Mechanical	Piping will be made of carbon steel.			Y	Please confirm if an option can be provided for system to be provided in stainless steel.	6/12/2026	We see no need for an air system with stainless steel piping. Standardized modules and components are made with carbon steel. The system includes an oil and water separator, as well as an air dryer.	6/23/2026	Acceptable	
61	Mechanical	The filters will remove only water, oil and particles.			Y	Acceptable	6/12/2026				
62	Mechanical	All filters will be designed according to ISO 8573-1. The specific compressed air requirements are defined in the EVR Technical specification in the chapter compressed air.			Y	Acceptable	6/12/2026				
63	Mechanical	Filters will not be equipped with isolation and bleed valves.			Y	Acceptable	7/1/2026				
64	Mechanical	EVR will provide two receivers with 5000 ltr. for atomization air which will also be used by instrumentation air.			Y	Acceptable	6/12/2026				
65	Mechanical	Instrument and atomization air receivers will be equipped with pedestals instead of support base rings			Y	Acceptable	6/12/2026				
66	Mechanical	Instead of manhole an inspection hole will be part of the atomization air receivers. Ladders, handrails, support clips for piping and conduit will not be included.			Y	Acceptable	6/12/2026				
67	Mechanical	For EVR RICE units, ethylene glycol has to be used for anti-freezing. Propylene glycol is not permitted.				To be discussed in 7/15 meeting	7/1/2026				
68	Mechanical	The cooling system will be controlled by motor driven 3 - way-valves as defined in b3.1. Thermostatic valves will not be needed and not delivered.			Y	Acceptable	7/1/2026				
69	Mechanical	Clarification: thermal short circuit is not an issue of the cooling water radiators if linear inlet and outlet air flow is provided. This has to be assured by appropriate alignment of the power plant. Therefor EVR recommends to carry out a CFD analysis of the plant configuration (by others).			Y	Acceptable	6/12/2026				
70	I&C	Cooling pumps will not be equipped with vibration and axial position transmitters.			Y	Acceptable	6/16/2026				
71	I&C	Vibration switches will not be in scope of EVR supply.			Y	Acceptable	6/12/2026				
72	I&C	Coolant pumps will not be equipped with bearing and motor temperature transmitters.			Y	Acceptable	6/12/2026				
73	Mechanical	Intake air heaters are not needed and therefor not provided.			Y	Acceptable	6/12/2026				
74	Mechanical	The size of the maintenance water tank is designed to hold the coolant from single sections of the RICE cooling. The tank is not designed to hold the whole coolant of one engine.			Y	Acceptable	6/12/2026				
75	Mechanical	The piping material to mechanically lock the maintenance water tank is not part of EVR scope.			Y	Acceptable	6/12/2026				

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No.	Department	Comment	Requirement Different than Seller's Standard Offering (Y/N)	Commercial Impact to Comply (Y/N)	Acceptable?	Owner / Engineer Responses	Response Date	Proposer Response	Response Date	Owner / Engineer Responses	Proposer Response
76	I&C	The maintenance water pump will not include flow transmitters.			Y	Acceptable	6/16/2026				
77	Mechanical	Clarification: Intake air modules will be equipped with snow protection. This will be a non-movable louvre or hood solution.			Y	Acceptable	6/12/2026				
78	Mechanical	Pocket filters (dry type) will be part of the intake air module which is positioned close to the power house wall.			Y	Acceptable	6/12/2026				
79	Electrical	intake air module area contains no hazardous zone, explosion proof components are not foreseen			Y	Acceptable	6/12/2026				
80	Mechanical	Clarification: The test ports will be located near the ground in horizontal ducting.				Please confirm if test ports can be provided on the stack as well. Test port locations must meet EPA method 1 requirements.	6/19/2026	not with current design: - vertical exhaust gas silencer doesn't allow for test ports after silencer outlet with current height --> extension of ducting (outlet height) and steel structure necessary - with test ports at horizontal ducting there is no need for access to the top of the chimney --> redesign of steel structure necessary EPA method 1 requires 2D+0.5D in minimum. Our design is based on 3D+1D. This shall be enough in our opinion, please advice	6/23/2026	To be discussed in 7/15 meeting	Discussed in 7/15 meeting. Current design is acceptable and can be adjusted post award if needed.
81	Mechanical	design and delivery of exhaust gas insulation is by others.			Y	Acceptable	6/12/2026				
82	Mechanical	The offer includes a stack described as per EVR Layout Proposal and Technical Specification.			Y	Acceptable	7/1/2026				
83	Mechanical	Exhaust gas test ports will be located near the ground in horizontal ducting. Test ports are not part of the stack			Y	See item 80	6/19/2026	see answer to item 80	6/23/2026	Acceptable	
84	Mechanical	Drain piping and drain pot are not in the scope of EVR.			Y	Acceptable	6/12/2026				
85	Mechanical	EVR will not deliver or design the insulations			Y	Acceptable	6/12/2026				

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No.	Department	Comment	Requirement Different than Seller's Standard Offering (Y/N)	Commercial Impact to Comply (Y/N)	Acceptable?	Owner / Engineer Responses	Response Date	Proposer Response	Response Date	Owner / Engineer Responses	Proposer Response
86	Mechanical	Clarification: The exhaust gas treatment system is equipped with NOx analyzer to maintain necessary urea mass flow for injection purpose. We assume parameter monitoring will be used for emission control. A Continuous Emission Monitoring System (CEMS) is not foreseen and the catalyst is not designed for such operation.			Y	Acceptable	6/12/2026				
87	Mechanical	Type and size of maintenance access will be according to supplier standard.			Y	Acceptable	6/12/2026				
88	Mechanical	The catalyst layer are not designed for test blocks. Sampling can be done by test drills.			Y	Please provide more information about how test drilling process works so it can be determined if this is acceptable.	6/19/2026	In a first step a hole is drilled in the honeycombs using a hole saw with approximately 1 in. diameter. The drilling process is dry and done with a commercially available drill. The hole is usually not drilled through the entire depth of the catalyst honeycomb. The probe is then shipped in the laboratory for analysis. The hole is filled with high temperature cement to seal the area. The area of the 1 in. hole is neglectable compared the total cross section of the catalyst and has only a minor impact on the catalyst performance.	6/23/2026	Acceptable	
89	Environmental	General comment: -Emission limits and test methods as EVR Technical Specification and EVR Site Acceptance Test Procedure. -Emission control is assumed via parameter monitoring			Y	Acceptable	6/12/2026				
90	Mechanical	A test port upstream and downstream of the reactor is considered. Each test port has two ports which have an offset of 90 degrees.			Y	Acceptable	7/1/2026				
91	Mechanical	The test port will have blind flanges and no threaded ball valves.			Y	Acceptable	6/12/2026			To be discussed in 7/15 meeting	
92	I&C	Clarification: EVR provides a separate control system for the urea dosing unit. Communication between the RICE control system and the dosing unit control system is ensured.			Y	Acceptable	6/12/2026				
93	Mechanical	EVR will not provide calculations, equations, and curves for liquid reagent control system and SCRs.				To be discussed in 7/15 meeting	7/1/2026				
94	General	Clarification: Test procedures will be determined and executed according to sub suppliers standards.			Y	Acceptable	6/12/2026				
95	Electrical	Installation of power cables on modules will be done with the installation at site.			Y	Acceptable	6/16/2026				

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96	Electrical	EVR will provide skids with electrical design/components according to EVR standard.			Y	Provide EVR standard for review	6/16/2026	There is no document available to provide the EVR design standard for all mentioned requirements. We define minimum design and construction requirements towards our sub-suppliers which have finally the flexibility and competence on their own authority to comply with it. Summary of the main issues for single components or materials: - UL, NEMA, NEC, NFPA, ..., standards will be followed where applicable and necessary - Proper design and construction fit for purpose in terms of cable routing, installation and termination to avoid any damage due to mechanical (e.g. vibration) or climatic (e.g. exposure to excessive ambient temperatures) conditions - explosion rated equipment if necessary due to location / ambient conditions - optimized in terms of safety, operational flexibility, performance and system reliability Although we meet the basic requirements, there may be some specific points where design differs finally.	6/26/2026	Acceptable	
97	Electrical	Electrical motors will be designed and supplied acc. to following minimum EVR standard requirements: - Standard: UL certified / approved for use in USA - Motor type: Squirrel cage, TEFC-types (total enclosed fan cooled) - Rated voltage: AC 3~ with voltage tolerance according to NEMA +/- 10% - Inculation class: Min. F - Temperature rise class: B - IP Class: Min. NEMA 3S (acc. to NEMA 250) - Efficiency Standard: NEMA MG-1 equivalent (min IE36) - Efficiency Requirement: Min. NEMA premium (IE3) - Operation mode: Continuous duty - Anti-condensate heaters: Required for all motors located outside (except EC) and indoor motors ≥ 25 kW			Y	Acceptable	6/16/2026				
98	Mechanical	Exhaust gas test ports will be located near the ground in horizontal ducting. No test ports at the stack are considered.			Y	Acceptable	7/1/2026				
99	I&C	EVR will not provide a RTU				Please confirm if Everllence can provide option for RTU	6/16/2026	No dedicated RTU will be provided. A non-redundant communication link to the dispatch system will be established via the DNP3 protocol.	6/26/2026		
100	I&C	EVR will not provide a SEL meter, it is a Siemens meter for measuring. No metering for tariff purpose. Only for operator information.			Y	Acceptable	6/12/2026				
101	I&C	EVR will not provide a SEL sync relay. Genset synchronization is possible via AVR sync function (ABB Unitrol 1020).			Y	Acceptable. Please confirm if generator protective relays will be SEL	6/16/2026	Confirmed, generator protective relays will be SEL.	6/26/2026	Acceptable	
102	I&C	EVR will not provide a Plant Historian Server. EVR's plant control system is able to store data for trends longer then 3 months. EVR will provide a OPC-UA communication link to purchasers historian server.				Please confirm if a historian can be provided a a cost adder.	6/19/2026	Providing a plant historian is technically feasible. EVR can offer a plant historian solution as an optional scope and provide the associated cost adder.	6/26/2026	To be discussed in 7/15 meeting	Discussed in 7/15 meeting. Can be provided, but still need to see the optional cost.

PROPOSER TECHNICAL EXCEPTIONS AND CLARIFICATIONS

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No.	Department	Comment	Requirement Different than Seller's Standard Offering (Y/N)	Commercial Impact to Comply (Y/N)	Acceptable?	Owner / Engineer Responses	Response Date	Proposer Response	Response Date	Owner / Engineer Responses	Proposer Response
103	I&C	According to EVR standard, separate servers will not be provided.			Y	Acceptable	6/16/2026				
104	I&C	EVR will not provide a DMZ server. All external connections are via VPN router.			Y	Acceptable	6/16/2026				

Exhibit 2 – Proposer RFC Logs

NAME OF PROPOSER: Wartsila

#	Discipline	Specification Reference/Proposal Reference	Question	Question Date	Proposer Response	Response Date	Cost Impact	Owner Response	Acceptable?	Proposer Response
1	Structural	Appendix A Section B	In sections B1.1, B1.10.1, B1.10.2, B1.10.6 and B1.10.7, the note "Wartsila provides material" follows the line item for superstructures and foundation bolts. Additionally, both Wartsila and City of Ames are marked as responsible for these items. Please clarify Wartsila's scope for these items.	6/12/2026	Wartsila provides material and customers EPC contractor installs the materials.	6/25/2026		Acknowledged	Y	
2	Commercial	Bid pricing form	A cost adder was provided for a 5-year LTSA, and separate adder was provided to extend the warranty from 2 years to 5 years. Does the 5 year LTSA cost also include extension of the warranty to 5 years (i.e. if the 5 year LTSA is executed, is the warranty automatically extended to 5 years without having to pay the additional adder)?	6/12/2026	The 5 year LTSA does not extend the 2 year warranty included in the equipment contract. The LTSA does provide a separate warranty on the parts and services that are provided.	6/25/2026		Acknowledged	Y	
3	Instrumentation and Controls	Appendix B, section 0.4	Calibration gases for a CEMS system are discussed. Please confirm continuous monitoring system is for control of SCR reagent injection and no CEMS is being provided as it is not required for plant air emissions permitting.	6/12/2026	No CEMS is provided. The Wartsila control system will control Urea injection without a CEMS system. Most of our Wartsila power plants to not have CEM's systems installed.	6/25/2026		Acknowledged	Y	
4	Mechanical	Appendix F	Confirm that reagent consumption rates (73 l/hr on gas and 473 l/hr on LFO) are on a per engine basis	6/12/2026	Yes, consumption rates are per engine	6/25/2026		Acknowledged	Y	
5	Mechanical	Appendix B A2.3	Please confirm the lubricating service oil tank is sized to hold 100% of the oil from one engine. The service oil tank is sized at 16M ³ while the new and used lube oil tanks are each 31 M ³ .	6/12/2026	Each engines has ~3,620 gal. (13.7 M ³)	6/25/2026		Is the 3,620 gal for the oil reservoir, or the entire filled engine lube oil system?	Y	Per 7/7 meeting, it is for the oil reservoir.
6	Mechanical	481127 101.30.b/Appendix B A5.2	It is stated that the SCR reducing agent storage capacity is sized for all engines (size listed is 190 m ³). What is the duration and operation mode assumed for this sizing? Per the specification section referenced, COA desires this tank to be sized to support 2 days of full load operation on fuel oil for 6 engines (this size is in order to accommodate a future expansion of 3 additional engines). What would be the cost adder to increase the size to this capacity?	6/12/2026	Urea storage tank is sized for 2 days of full load on fuel oil for 6 engines which is 36,000 US gallons but we sized the tank for worse case scenario. Worse case scenario consumption rate is 600 l/h on fuel oil at base load which is 158.5 US gal/h. 158.5 x 24 hours is 3,804 gallons per engine. 3,804 gallons x 2 days is 7,608 gallons. 7,608 x 6 engines is 45,648 gallons	6/25/2026		Please confirm dimensions of the tank.	Y	
7	Mechanical	Proposal pricing form	No costs were provided for 'Spare parts for 2 years of operation and maintenance'. Please provide a cost adder to furnish 2 years spare parts.	6/12/2026	The parts needed to cover 2 years of operation and planned maintenance are already included in the indicative estimates provide in the LTSA. (The indicative pricing assumes running hours as stated in the 5 year LTSA: maximum of 11,750.	6/25/2026		To be discussed in 7/7 meeting. Will spares be sent to site? How much space is required for storage on site?	Y	Discussed in 7/7 meeting. Spares provided as part of LTSA. Critical spares and the space associated with them provided as proposal addendum.
8	Mechanical	Proposal pricing form	No costs were provided for the option 'Spare parts (recommended for 3-5 years)'. Please provide a cost adder or estimated cost for this item.	6/12/2026	The parts needed to cover 3-5 years of operation and planned maintenance are already included in the indicative estimates provide in the LTSA. (The indicative pricing assumes running hours as stated in the 5 year LTSA: maximum of 11,750.	6/25/2026		To be discussed in 7/7 meeting	Y	Discussed in 7/7 meeting. Acceptable
9	Commercial	Proposal pricing form	No costs were provided for the option 'Two-Year Long Term Service Agreement (LTSA)'. Please confirm that an option for a 2 year LTSA can be provided.	6/12/2026	We strongly recommend the 5 year LTSA which provides optimized cost and benefit for COA. However, we can discuss shorter terms if COA has critical preference. (Note: At 2 years with the run hour assumptions the engines are only reaching 4,700 hours).	6/25/2026		To be discussed in 7/7 meeting	Y	Discussed in 7/7 meeting. Acceptable

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10	Mechanical	General Arrangement	Please see attached GA. Fuel Oil pumps are currently planned to be located next to fuel oil tanks and not adjacent to the unloading plan by the engine hall. Please confirm pumps quoted can accommodate the anticipated location for this equipment.	6/12/2026	The unloading pumps are located next to the primary storage tanks. The unloading pumps are in the customer scope. The forwarding pumps are indoor rated and are located in the pump building next to the fuel tanks and this appropriately located to supply forwarding of fuel oil to the engine locations.	6/25/2026	Acknowledged	Y	Filled out and provided as proposal addendum
11	Mechanical	Appendix 2 Performance Guarantees	Please see Appendix 2 Performance Guarantees file in original specification posting. Please fill in information requested and return for review.	6/12/2026	Wartsila is only providing Guarantee at 100% load for full plant output. We have already provided the other performance load points, but these are indicative reference only.	6/25/2026	This sheet is used as part of the proposal evaluation. Please fill out the the highlighted cells in the sheet, which indicate information that was not found in the proposal.	Y	
12	Electrical	Appendix A Scope of Supply	Please provide cost adder for emergency diesel generator. It is recommended this unit be furnished by OEM due to complexity with coordinating with OEM provided electrical system.	6/12/2026	Yes, we can provide black start generator option. Wartsila will provide the price for this option on or before the 7-JUL meeting.	6/25/2026	Acknowledged	Y	
13	Mechanical	Appendix G - Noise Guarantee	Wartsila has previously provided more detailed noise inputs for consideration. Can Wartsila provide this detailed noise datasheet? Please also include equipment based sound offerings and optional equipment (i.e., low noise radiator) sound offerings.	6/12/2026	Wartsila has provided a well documented noise guarantee in Appendix G - Noise Guarantee. The source references are; engine, exhaust stack exit, intake, & radiator. Wartsila has already provided our lowest noise attenuation options for the following scope items: - radiators (level 4) - exhaust stacks (includes 45 dba and exhaust gas silencer with a pre-silencer). - Intake plenum (includes 45 dba charge air silencer and 600 mm baffles).	6/25/2026	Acknowledged	Y	
14	Mechanical	Appendix A Scope of Supply	Please provide cost add to furnish fuel gas emergency shutdown and vent valves.	6/12/2026	Wartsila will provide a price adder to include this in our scope of supply. The price for this option will be provided on or before 7-JUL mtg.	6/25/2026	Acknowledged	Y	
15	Instrumentation and Controls	Appendix F Exhaust Emission Guarantee	Please provide locations of emissions monitoring ports according to relevant EPA guidelines.	6/12/2026	Appendix J2 - Engine Hall Section notes the location of the emissions measuring ports.	6/25/2026	Please confirm there are ports upstream of the SCR as well. Also, please confirm that these ports conform to EPA testing method 1.	Y	Discussed in 7/7 meeting. Flexible to adjust emission port sizes and location after award.
16	Mechanical	Exhibit 8 Performance Test Guidelines	No FAT protocols were given for the engines, generators, or controls system(s). Please provide FAT protocols for engines, generators, and controls system(s).	6/12/2026	FAT Protocols are provided after Contract signature and 15- 30 day before FAT.	6/25/2026	Acknowledged	Y	
17	Instrumentation and Controls	Appendix B Technical Specification	Please provide WDAAA184151 document referenced in Appendix B.	6/12/2026	Attached is document WDAAA184151 which is a simple P&ID as shown in figure 2 in Appendix B	6/25/2026	Acknowledged	Y	
18	Commercial/General	Exhibit 8 Performance Test Guideline/ Price Form	Please provide option for blackstart testing of gensets.	6/12/2026	This will be provided during the pre-commissioning phase of the project.	6/25/2026	Acknowledged	Y	
19	Electrical	Appendix B Technical Specification	Confirm all necessary LV cubicles are included as is noted in the specification Single Line Diagram, two tie breakers, and an incoming feeder breaker for a RAT, and a black start generator breaker	6/16/2026	All the provided cubicles are indicated in the doc P26415-WAR-0010 and P26415-WAR-0009	6/25/2026	Adjust offering based on the recently transmitted Single Line	Y	Adjusted per 7/17 offer
20	Electrical	Appendix B Technical Specification	Confirm the LV Switchgear and Wartsila auxiliaries are black start capable	6/16/2026	Yes, it will be black Start capable.	6/25/2026	Acknowledged	Y	
21	Electrical	Appendix B Technical Specification	Clarify where the Radiator panels are to be fed from	6/16/2026	Electrically from the Engine MCC's, to the VFD and later to a field distribution panel typically install under the generators.	6/25/2026	Acknowledged	Y	
22	Electrical	Appendix B Technical Specification	Confirm arc flash study will be performed and arc flash labels will be provided if Option F is exercised	6/16/2026	Yes, it will be performed and labels will be provided.	6/25/2026	Acknowledged	Y	
23	General	App C1A and C1B	Please confirm whether the guaranteed electrical output listed (54,396 kW) is on a net or gross basis. If it is a gross value, please provide a net value as well.	6/19/2026	kW guarantees are defined at the generator terminals as a gross value, since certain parasitic loads are excluded from our scope of supply	6/25/2026	Acknowledged	Y	
24	Mechanical	App C1A and C1B	Please confirm whether the heat rate provided is on gross or net value. If it is a gross value, please provide net value as well.	6/19/2026	Heat rate guarantees are defined at the generator terminals as a gross value, since certain parasitic loads are excluded from our scope of supply	6/25/2026	Acknowledged	Y	

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25	Mechanical	App G - Noise Guarantee	Confirm whether the exhaust stack exit sound level (92 dBA) includes the 45 dBA attenuation from the silencer. i.e., is the final measured sound at the exit 92 dBA or 47 dBA?	6/19/2026	The guarantee level is 92dB(A) which includes 45dB(A) exhaust gas silencer, nonwool resistive pre-silencer, and SCR	6/25/2026	Acknowledged	Y	
26	Mechanical	App G - Noise Guarantee	Confirm whether the intake sound level (88 dBA) includes the 45 dBA attenuation from the silencer. i.e., is the final measured sound at the exit 92 dBA or 43 dBA?	6/19/2026	The guarantee level is 88dB(A) which includes 45 dB(A) charge air silencer and 600 mm baffles	6/25/2026	Acknowledged	Y	
27	General	Appendix I - Document Submittal Schedule	Please confirm that the Document Submittals will include: *Master Document List (updated monthly) submitted 30 days after EKO *Project Schedule (updated monthly) submitted 30 days after EKO *Monthly progress reports *O&M Training Program and Training Manuals 90 days after EKO *Quality Assurance / Control Procedures 90 days after EKO -3D model models of all mechanical equipment, skids, and Wartsila provided piping / ducting, etc.	6/19/2026	The Monthly progress reports will include the Master Document List and Project Schedule will be submitted 30 days after EKO. Preliminary Training Program will be provided 90 days after EKO Wartsila provides ITP, Engine PCT protocol 30 days before engine PCT, FAT protocols for the control system 30 days before testing and Generator FAT Protocols ahead of the Generator FAT. Site Quality Assurance Documentation (SQAD) will be available after the equipment is delivered to site. 3D model models for Wärtsilä's scope of supply will be provided	6/25/2026	Submittal schedule updated per S&L comments. Acceptable	Y	
28	Mechanical	App B - Technical Specification A2.3	Please confirm the lube oil system will include a lube oil heater and all required skid mounted piping and valves.	6/19/2026	Confirmed. The lube oil heater is included in the tank. The tank insulation is not included in Wartsila scope. The tank will need to be insulated by others. The forwarding pump skid includes the piping, valves, strainers. The forwarding pump is not heat traced and needs to be located in a heated location.	6/25/2026	Acknowledged	Y	
29	Mechanical	App B - Technical Specification A2.4	Please confirm the compressed air systems will include all skid mounted piping and valves.	6/19/2026	The compressed air sytems includes separate units for the dryer and receiver tanks. The relief valves, piping, and regulators between these units are not included in the Wartsila scope.	6/25/2026	Acknowledged	Y	
30	Mechanical	App J.4 - Power Plant Site	Please provide dimensions of radiators	6/19/2026	There are (5) banks of radiators per engine. Each radiator bank has the following dimensions: Length: ~460 inches Width: ~102 inches Height: ~83 inches	6/25/2026	Acknowledged	Y	
31	Mechanical	App B - Technical Specification A2.5	Please confirm if cooling system includes high temperature circuit expansion vessels and skid mounted piping and valves	6/19/2026	Each engine exhaust gas module is equipped with its own cooling water expansion tank.	6/25/2026	Acknowledged	Y	
32	Mechanical / Structural	App B - Technical Specification A2.6	Please confirm a platform will be provided for access to the charge air filters and engine hall ventilation	6/19/2026	The Wartsila scope includes a platform for the charge air filer and engine hall ventilation.	6/25/2026	Acknowledged	Y	
33	Mechanical	App B - Technical Specification A5.2	Please confirm the SCR system includes Nox analyzers, sampling umbilical, sample line raceway, and the required steel supports.	6/19/2026	The Wartsila scope includes Nox analyzers. The sampling umbilical, sample line raceway, and the required steel supports are note in Wartsila scope and need to be provided by others.	6/25/2026	Please confirm that this scope can be provided as an option per option C. To be discussed in 7/7 meeting	Y	Discussed in 7/7 meeting. Umbilical, raceway, and steel supports to be provided by others. Acceptable
34	Mechanical	App B - Technical Specification A5.2	Please describe the emissions monitoring ports that are included upstream and downstream of the SCR system for performance testing.	6/19/2026	The emission measuring ports are referenced in the Appendix J2 - Engine Hall Section drawing.	6/25/2026	See item 15	Y	
35	Mechanical	App B - Technical Specification A5.2	Please confirm the SCR system will include all skid mounted piping and valves.	6/19/2026	The Wartsila provided reagent pump includes skid mounted valves and piping.	6/25/2026	Acknowledged	Y	
36	Structural	Appendix A, scope of supply, b1.10.6	Stack superstructures are shown as in City of Ames scope. We would expect this to be in Wartsila scope. Please confirm	6/19/2026	Wartsila has defined single self supported stacks in our scope of supply per Appendix J4 - Power Plant Site. Cluster stacks could be provided an option if COA prefers.	6/25/2026	Acknowledged	Y	

NAME OF PROPOSER: Wartsila

37	General	App B - Technical Specification, K1	Which Wartsila facility would training occur at? Is it possible for the training listed for 'At Wartsila Facility' to be performed at site instead?		For the equipment contract we have proposed 2 training sessions in Wärtsilä land and sea academy in Ft. Lauderdale, and 2 training sessions at site. Additional travel cost will need to be added to perform additional Site training. For the LTSA, we considered onsite training meeting minimum requirements, as per bid section 019500, part 103.	6/19/2026	6/25/2026	Acknowledged	Y	
38	General	App B - Technical Specification, G1.2.1, J1	Will Wartsila provide any civil technical advisory?		A Civil Chief Project Engineer will be involved in the design of Wärtsilä's Scope of Supply, Civil Technical Advisory can be provided while at site but will consume days from other disciplines.	6/19/2026	6/25/2026	Acknowledged	Y	
39	General	W50DF maintenance schedule	Per provided schedule, it appears a major overhaul occurs at 36,000 hrs of operation. What is the expected duration of this overhaul?		Roughly 30 days with an exchange set of parts and working one shift. Roughly 45 days without an exchange set and working one shift. This is rough estimate only. It can be less days with 2 shifts but also depends on number of people .	6/19/2026	6/25/2026	Included on agenda for discussion on 7/7	Y	
40	General	W50DF maintenance schedule	Are the parts required for all maintenance and overhaul activities available in the US?		As part of an LTSA, through maintenance planning we ensured that parts are available when needed for planned maintenance. Our main warehouse is located in Netherlands, but we do hold inventory in Houston as well.	6/19/2026	6/25/2026	Acknowledged	Y	
41	General	W50DF maintenance schedule	Are contractors for all maintenance and overhaul activities available in the US?		Yes, our field service resources are available in the US.	6/19/2026	6/25/2026	Acknowledged	Y	

NAME OF
PROPOSER: Everlence

#	Discipline	Specification Reference/Proposal Reference	Question	Question Date	Proposer Response	Response Date	Cost Impact	Owner Response	Acceptable?	Proposer Response
1	Mechanical	App II Technical Specs/C-2520 Appendix 2	Please confirm that the following specifications are the same for gas and oil operation: Lube Oil Consumption: 1.64 gal/hr	6/12/2026	confirmed	6/23/2026		Acknowledged	Y	
2	Mechanical	App II, Section 4.1, Items 030.120.040 and 060.005.010 Annex 9	The intake air and exhaust gas silencer are listed as optional per App 2. An adder cost of \$455,351 EUR was provided for the exhaust gas silencer. Does this adder also include the intake air silencer? If no, please provide the cost adder for the intake air silencer.	6/12/2026	It does not include the Intake Air Silencer. The optional cost is 1,179,119.00 euros	6/23/2026	\$1,418,020.30	Acknowledged	Y	
3	Commercial	Cover Letter, Price Form	Cover letter states that the prices do not include any taxes, but the notes in the submitted form states that a 7% tax was included in the base bid cost. Please confirm whether base bid cost includes tax.	6/12/2026	The cover letter is correct. Our price does not include the 7% Iowa Sales Tax. Applicable Iowa sales tax on taxable Work shall be charged separately by Supplier to Owner and itemized on Supplier's invoices in accordance with applicable laws as indicated in Clause 5.2 of the provided Agreement.	6/23/2026		Acknowledged	Y	
4	Structural	App III, Item 130.030	Please clarify if exhaust gas stack steel support structure is included in item 130.030.910.	6/12/2026	The steel support structure for the exhaust gas stack is included in the EVR bid (130.030.910).	6/23/2026		Acknowledged	Y	
5	Mechanical	Price Form	Please confirm the cost provided for 'Spare Parts for 2 years operation and maintenance' of 1,492,536 EUR is not included in the base equipment cost of 74,297,246 USD.	6/12/2026	Confirmed. Costs are not included in the base bid.	6/23/2026		Acknowledged	Y	
6	Commercial	Price Form	No cost was provided for 'Freight, DDP Station'. Please provide an estimated cost for this to allow for a complete bid evaluation. It is understood that this cost could vary at time of shipment.	6/12/2026	The cost estimate includes transportation of the engines and alternators to the foundation (unloaded), as well as delivery of the equipment to the site (not unloaded). The difference between DAP/DPJ and DDP mainly relates to applicable tariffs, which depend on the rates in effect at the time of import.	6/23/2026		Please confirm that Everlence will cover all tariff costs associated with DDP at the time of import as part of the base. Per cover letter page 4, the shipping costs are inductive and non-binding-please confirm that these costs are covered in the base bid.	Y	Per 7/15 interview, COA would pay all tariff and shipping costs. Costs are not co
7	Mechanical	Price Form	No costs were provided for the Lube Oil Bulk Storage tanks; however, the lube oil transfer pumps and lube oil supply pumps are being provided as part of the base scope. Please provide the cost breakout for lube oil pumps included in the base scope. Additionally, please confirm if an option can be provided to furnish the Lube Oil Bulk Storage tanks.	6/12/2026	According to the design philosophy, the EPC/construction company supplies the tanks.	6/23/2026		Acknowledged	Y	
8	Mechanical	Price Form	No costs were provided for the Reagent Bulk Storage tank; however, the forwarding pump system is being provided as part of the base scope. Please provide a breakout cost of the pump forwarding system that is included in the base scope.	6/12/2026	At this stage, we regret to inform you that we are unable to offer tanks. 060.105.020 Pump Module for Reduction Agent: 83,204 €	6/23/2026		Acknowledged	Y	
9	General/Commercial	Price Form	Estimated cost for the 5 year LTSA is significantly higher than for the 2 year LTSA. Please explain this large price difference. Please also confirm if the cost includes spares or if this spare components would be paid for separately by Owner.	6/12/2026	According to assumptions engines will run around 2,350 RH per year and auxiliaries on warm stand-by (continuous operation). With such assumptions, within first two(2) years of the plant operation, engines are not reaching 6,000 RH which is the first main maintenance interval to take place. Within five(5) years engines are reaching up 11,750 RH per engine including main intervals which is 6000 RH. LTSA amount also includes auxiliaries (Balance of Plant scope provided by Everlence). LTSA includes spare parts and service for all planned maintenance events.	6/23/2026		Acknowledged	Y	
10	Mechanical	Price Form	No costs were provided for the 'Aux Side Ventilation Units'. Please confirm if an option to supply these units can be provided. In S&L's experience, having an OEM furnish the Aux Side Ventilation Units and support platform for both the ventilation units and the charge air units simplifies the design coordination efforts and helps reduce errors.	6/12/2026	Design, capacity, and positioning of "Aux side ventilation units" is highly affected by main ventilation concept and design, linked to the final engine hall dimensions and design. With this, an overall CFD study shall be executed to maintain the required temperature levels inside the power house. Therefore, a split scope of supply is not beneficial for the project in EVR point of view.	6/23/2026		Acknowledged	Y	
11	Commercial	Price Form	All cost adders were provided in EUR. A conversion rate of 1.20261 was used to convert to USD for evaluation. Please confirm this is the correct rate to use or provide pricing in USD with adjusted conversion rate.	6/12/2026	Confirmed	6/23/2026		Acknowledged	Y	
12	Mechanical	Appendix II Tech Spec	Please confirm if lube oil pumps provided will be skid mounted with appropriate isolation to switch between pumps. If not provided, please provide scope adjustment to include skid mounted components for isolation and instrumentation required for operation of lube oil pumps.	6/12/2026	Please refer to line item 6 in "Except Clar" sheet	6/23/2026		Acknowledged, not skid mounted	Y	

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#	Discipline	Specification Reference/Proposal Reference	Question	Question Date	Proposer Response	Response Date	Cost Impact	Owner Response	Acceptable?	Proposer Response
13	Mechanical	Section 011900, Table 106.1	For LTSA operating hours per year, Owner estimates the following based on Section 011900, Table 106.1: Gas Operation - 2000 hrs Fuel Oil Operation - 350 hrs Please confirm LTSA pricing is based on assuming hours of operation on each fuel.	6/12/2026	Confirm running hours assumptions are correct: Gas annual Operation 85% and Fuel Oil 15% running hours: Gas Operation: 2,000 RH per year Fuel Oil Operation: 350 RH per year	6/23/2026		Acknowledged	Y	
14	Mechanical	Price Form	If a 5 year LTSA is selected, would the validity of the warranty be extended to 5 years?	6/12/2026	LTSA warranty is separate from any warranties under equipment supply contract. Once LTSA is effective, the LTSA warranty will be 18 months, from delivery of spares parts or completion date of Service. Also 12 months after repair or replacement with a maximum cumulative warranty of 24 months from the original delivery date.	6/23/2026		What is the cost for extending the warranties under the equipment supply contract?		
15	Commercial	Price Form	Proposal indicates pricing in EURs is firm but the costs will be adjusted for USD at time of award/contract signing. Please confirm if costs provided in USD can remain firm through bid validity date of July 31st, 2026.	6/12/2026	The prices indicated in USD in the cover letter are for informational purposes only. The final USD price would be determined shortly before Agreement signature, according to the forward rates applicable then in the financial markets, in close coordination with City of Ames, on a banking day when banks are open for business in Copenhagen and Augsburg. At that time, the price would be fixed in USD for a period of 3 years, as per Appendix 1 of the Agreement, and payable as agreed in the Agreement.	6/23/2026		Acknowledged	Y	
16	Mechanical	General Arrangement	Please see attached GA. Fuel Oil pumps are currently planned to be located next to fuel oil tanks and not adjacent to the unloading plan by the engine hall. Please confirm pumps quoted can accommodate the anticipated location for this equipment.	6/12/2026	confirmed	6/23/2026		Acknowledged	Y	
17	Electrical	Appendix A Scope of Supply/Appendix III Division of Work	Please provide cost adder to emergency diesel generator. It is recommended this unit be furnished by OEM due to complexity with coordinating with OEM provided electrical system.	6/12/2026	Everlence will provide a concept describing the required control and interfacing approach. However, please note that the Emergency Diesel Generator is not included within Everlence's scope of supply and responsibility.	6/23/2026		Per item 16 of the filled out bid form, EVR states that the Emergency Diesel Generator could be provided. A black start capable design is required as well as a diesel generator sized appropriately. Confirm EVR is providing.	Y	Per 7/15 interview, EVR is not able to provide a quotation for the black start diesel generator at this time
18	Mechanical	Appendix A Scope of Supply/Appendix III Division of Work	Please provide cost adder to furnish fuel gas emergency shutdown and vent valves.	6/12/2026	please refer to line item 30 in "Except Clar" sheet	6/23/2026		Acknowledged, not providing	Y	
19	Mechanical	Appendix A Scope of Supply/Appendix III Division of Work	Please provide cost adjustment to furnish mobile lube oil pumps.	6/12/2026	Mobile transfer pumps are not considered in EVR design. The EVR standard includes one permanently installed pump with the same design as the LO supply pump. It is located between the engine and the maintenance tank. The pump drains and refills specific engines via a diverter valve as part of the plant piping.	6/23/2026		Acknowledged	Y	
20	Mechanical	Appendix 2 Performance requirements	Please provide guaranteed values for requested parameters.	6/12/2026	Guarantee values are part of Appendix 2: EVR's Technical Specification. Section '1.2 Performance data'	6/23/2026		Acknowledged	Y	
21	Instrumentation and Control	Appendix II Tech Spec	Please provide product datasheet of SaCoS engine control system.	6/12/2026	SaCoS One brochure is attached	6/23/2026		Acknowledged	Y	
22	General/Commercial	Price Form	Please provide description of recommended LTSA based on Section 019500 of document C-2520 - RICE Spec_R0.	6/12/2026	Please refer to LTSA for 5 Years attached	6/23/2026		Acknowledged	Y	
23	General/Commercial	Price Form/Appendix II Tech Spec	Please provide operations and maintenance trainings per Section 019500 of document C-2520 - RICE Spec_R0.	6/12/2026	- Price for the training as listed in 2026 net Euro 269,500.00. We expect a price increase of about 3% per year. - Included: 2x10-day Operations & Maintenance training courses covering engine operation, maintenance, safety procedures, and dual-fuel technology (incl. control system basics); plus 2x5-day on-site courses covering operator training, engine automation, normal operation, start/stop procedures, troubleshooting, and data monitoring; training delivered via theoretical and practical sessions (simulators/engines in Augsburg), training materials and certificates included. - The electrical training has yet to be consulted with subsuppliers.	6/26/2026		To be discussed in 7/15 meeting	Y	Offered training discussed in 7/15 meeting and deemed acceptable
24	Mechanical	Appendix II Tech Spec	Please provide recommended maintenance schedule for engine/genset.	6/12/2026	51/60DF Engine Maintenance Schedule Attached	6/23/2026		Acknowledged	Y	
25	Commercial/General	Price Form/Appendix II Tech Spec	Please provide option for blackstart testing of gensets.	6/12/2026	We regret to inform you that we are unable to provide this option at this time.	6/23/2026		To be discussed in 7/15 meeting	Y	Per 7/15 interview, EVR is not able to provide a quotation for the black start diesel generator at this time
26	Electrical	Annex 7 - LVM Tech Spec	Preference is for a LV SWGR, Everlence to provide	6/16/2026	LV SWGR confirmed	6/23/2026		Acknowledged	Y	

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#	Discipline	Specification Reference/Proposal Reference	Question	Question Date	Proposer Response	Response Date	Cost Impact	Owner Response	Acceptable?	Proposer Response
27	Electrical	Annex 7 - LVM Tech Spec	Everlence to confirm breakers are provided for incoming RAT feed as shown on Preliminary Single Line Diagram as well as tie breaker for isolation of an essential services bus as well as a tie breaker for future connection.	6/16/2026	Based on the submitted preliminary SLD, Everlence can provide, at additional cost: - one incoming circuit breaker for the Reserve Auxiliary Transformer (RAT) supply; - one tie/bus-coupler breaker for isolation of the essential services bus section; - one tie breaker provision for future connection. The current offer is based on a single 480 V LV busbar arrangement. Any arrangement requiring separate bus sections, essential-services bus segregation, or bus-coupler functionality is not included in the present scope and can be offered upon request.	7/1/2026		Please provide cost adder for this.		
28	Electrical	Annex 7 - LVM Tech Spec	Document states black start is excluded. This is unacceptable. Everlence to provide.	6/16/2026	The startup of the islanded house-load operation following a grid blackout is included and will be provided by the dedicated black-start diesel generator connected to the LV Main Distribution. The exclusion stated in the specification refers only to the black start of the utility grid. Black start of the utility grid remains excluded from Everlence's scope of supply. If line charging of the step-up transformers is required, further information will be needed.	6/23/2026		To be discussed in 7/15 meeting	Y	Per 7/15 interview, EVR is not able to provide a quotation for the black start diesel generator at this time
29	Electrical	Annex 7 - ACDP	This document is for a panel to supply lighting. This is not required. Lighting design will be done by detailed design Engineer. Lighting panels will be supplied by GWC. Unless this is a panel to supply lighting supplied by Everlence, eliminate from scope.	6/16/2026	The ACDP supply AC 120 V to all Everlence supplied panels for air condition, panel illumination and power outlets inside them.	6/23/2026		Acknowledged	Y	
30	Electrical	Annex 7 - CCP	Everlence to provide top entry panels.	6/16/2026	Top entry cannot be offered. Everlence's standard design is based on Rittal cabinets, which are not designed for top cable entry. Cable installation is carried out via the plinth using bottom cable entry.	6/23/2026		Noted	Y	
31	Electrical	Annex 7 - CAP	Everlence to provide top entry panels.	6/16/2026	Top entry cannot be offered. Everlence's standard design is based on Rittal cabinets, which are not designed for top cable entry. Cable installation is carried out via the plinth using bottom cable entry.	6/23/2026		Noted	Y	
32	Electrical	Annex 7 - MCC	Everlence to provide top	6/16/2026	Top entry is confirmed.	6/23/2026		Noted	Y	
33	Electrical	Annex 7 - MCC	Everlence to clarify what loads would be controlled via MCC that would necessitate a Profibus connection	6/16/2026	The MCC is used for power distribution and motor feeder functions only. All control functions are performed via the associated Interface Panel (IP), which serves as the communication and signal interface to the MCC. PROFIBUS is not part of Everlence's current project standards. PROFINET is used instead.	6/23/2026		Clarify what signals will be transmitted via PROFINET from the MCC		
34	Electrical	Annex 7 - CAPP	Clarify scope, not required if Everlence is not supplying a pumphouse	6/16/2026	Pump House is not part of Everlence Scope. Nevertheless, considering the multiple interfaces with the control system (CCP), Everlence recommends that the CAPP-IP be supplied by Everlence to ensure clear responsibility for integration and effective interface management.	6/23/2026		Noted	Y	
35	Electrical	Annex 7 - CAPP MCC	Clarify scope, not required if Everlence is not supplying a pumphouse	6/16/2026	Pump House is not part of Everlence Scope, CAPP will be removed from the scope	6/23/2026		Noted	Y	
36	Electrical	Annex 7 - GCP	Everlence to provide top entry panels.	6/16/2026	Top entry cannot be offered. Everlence's standard design is based on Rittal cabinets, which are not designed for top cable entry. Cable installation is carried out via the plinth using bottom cable entry.	6/23/2026		Noted	Y	
37	Electrical	Annex 7 - GCP	Everlence to provide SEL protective relays	6/16/2026	SEL generator protection relay is confirmed.	6/23/2026		Noted	Y	
38	Electrical	Annex 7 - ERP-IP	Everlence to provide top entry panels.	6/16/2026	Top entry cannot be offered. Everlence's standard design is based on Rittal cabinets, which are not designed for top cable entry. Cable installation is carried out via the plinth using bottom cable entry.	6/23/2026		Noted	Y	
39	Electrical	Annex 7 - ERP-MCC	Everlence to provide top entry panels.	6/16/2026	Top entry is confirmed.	6/23/2026		Noted	Y	

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#	Discipline	Specification Reference/Proposal Reference	Question	Question Date	Proposer Response	Response Date	Cost Impact	Owner Response	Acceptable?	Proposer Response
40	Mechanical	Proposal Form	Everlence noted for the Cooling Systems that 'most piping inside PowerHouse is included. Some piping outside Powerhouse is not included in base bid.' Can you please elaborate on what piping inside the PowerHouse is included? Is there piping inside the PowerHouse for other systems that is also included in the base bid?	6/19/2026	part of our offer is a 'large module design' containing most of the process piping inside power house. Part of the design is also a 'Media Hub Skid' containing the relevant process header lines (besides cooling water and natural gas). Result is, that most of the piping inside power house is already covered with these modules. They are located on the floor and build the lower level (1) of the service platform inside power house. Piping not covered by this design is interconnecting piping between the 3 service platform levels (1-3) and connection to the header lines at 1st engine. Additionally, for this piping not delivered by EVR, detail design will be carried out and MTO and isometric drawings will be forwarded. Cooling water piping is not part of these modules due to concept and sizing. Design Interface is at the power house wall, responsibility of interconnecting line from PH wall to radiator field could be discussed and agreed	6/23/2026		Acknowledged	Y	
41	Mechanical	C-2520 - Appendix 2 Performance Requirements, item d.2	Please confirm that the net electrical output @ 100% full load (excluding BOP loads by others) would be 17,458 kW for NG and 17,369 kW for LFO. This is gross output minus aux power consumption. It is preferred for this to be guaranteed, but OK if it cannot be guaranteed.	6/19/2026	Confirmed	6/23/2026		Acknowledged	Y	
42	Mechanical	C-2520 - Appendix 2 Performance Requirements, item d.7	Please provide as a net heat rate. Preferred if this can be guaranteed.	6/19/2026	We have provided a gross heat rate as Everlence has not the complete scope of the power plant. But we can agreed to guarantee the Consumption of EVR's scope. See Appendix II, Annex 8.	6/23/2026		Acknowledged	Y	
43	Mechanical	C-2520 - Appendix 2 Performance Requirements, item d.4	Please provide aux power consumption at 0% load (standby)	6/19/2026	standby operating conditions shall be defined first: different operating philosophies and ambient conditions will lead to different values. When stopping the plant with standby request and the temperature inside the engine hall is at around 20C (68F), the average standby consumption is approx. 330kW per engine. Main consumers are the LO and HT cooling water preheater to maintain the required media temperature to allow for start	6/23/2026		EVR to indicate on load list which loads require standby power.		
44	Mechanical	App 2 - Technical Specifications 9.1.4	Please provide the lube oil pressure and temperature requirements at the interface of your system.	6/19/2026	working temperature shall be >=20C(68F), working pressure is hydrostatic linked to filling level of tank. Please also refer to submitted PFDs	6/23/2026		Acknowledged	Y	
45	Mechanical	C-2520 - Appendix 2 Performance Requirements, item d.6	Please confirm these provided fuel flow rates are provided on a per engine basis	6/19/2026	confirmed. Values have to be corrected, there was a typo: Gas: instead of 6562 --> 6431 Diesel: instead of 7756 --> 7601	6/23/2026		Acknowledged	Y	
46	Mechanical	C-2520 - Appendix 2 Performance Requirements, item f.1.12	Please confirm reagent flow rates are provided on a per engine basis	6/19/2026	confirmed	6/23/2026		Acknowledged	Y	
47	Mechanical	C-2520 - Appendix 2 Performance Requirements, item d.11	Please confirm lube oil consumption rates are provided on a per engine basis	6/19/2026	confirmed	6/23/2026		Acknowledged	Y	
48	Mechanical	C-2520 - Appendix 2 Performance Requirements, item d.13 / Annex 9	Please provide sound level of exhaust gas duct. This is not currently provided in Annex 9	6/19/2026	could be included in next revision	6/23/2026		Please provide.	Y	Provided
49	Mechanical	Annex 9	Please confirm if the provided sound level of the intake air opening (106 dBA) includes the sound attenuation. I.e., is 106 dBA what the final sound level will be after the 45 dBA of attenuation?	6/19/2026	confirmed	6/23/2026		Acknowledged	Y	

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#	Discipline	Specification Reference/Proposal Reference	Question	Question Date	Proposer Response	Response Date	Cost Impact	Owner Response	Acceptable?	Proposer Response
50	Mechanical	Annex 9	Please confirm if the provided sound level of the exhaust gas (97 dBA) includes the sound attenuation, i.e., is 97 dBA what the final sound level will be after the 42 dBA of attenuation?	6/19/2026	confirmed	6/23/2026		Acknowledged	Y	
51	General	Appendix X - EngDocsSubmittal list	Please confirm that the EDSL will include: -Master Document List (updated monthly) submitted 30 days after CD -Project Schedule (updated monthly) submitted 30 days after CD -Monthly progress reports -O&M Training Program and Training Manuals 90 days after CD -Quality Assurance / Control Procedures 90 days after CD	6/19/2026	EVR's EDSL does not include project management reports. -It is possible to provide the status of the documents in EDSL on a monthly basis. -Project Schedule (updated monthly) submitted 30 days after CD: confirmed -Monthly progress reports: confirmed -O&M Training Program and Training Manuals 90 days after CD: If the training is part of the contract, is possible to provide the standard the training plan and the training material based on the standard training Everlence offer. Plant specific details and specific customer requests can not be included at this early stage. -Quality Assurance / Control Procedures 90 days after CD: confirmed	6/26/2026				
52	Mechanical	App 2 - Technical Specifications 4.2	Please confirm that Everlence is not providing the Fuel Oil Forwarding Pumps described in Spec Section 481127 101.8. The fuel oil forwarding pumps are intended to forward oil from the owner's fuel oil storage tank to the vendors fuel oil module. The only fuel oil pumps described are on the Diesel Oil Supply Pump Module, and these do not appear to accomplish this function.	6/19/2026	Please see answer to item 16 and also submitted PFDs. Offered supply pumps accomplish this function. Main issue is the outdoor installation. A shelter may also be sufficient as a weather protection. Could be discussed	6/23/2026		Acknowledged, pumps included	Y	
53	Mechanical	App 2 - Technical Specifications 4.2	Please confirm for the fuel gas system that Everlence will provide pressure trim / regulating for fuel gas to each engine and any required piping / valves for the system will be skid mounted.	6/19/2026	For skid mounted valves part of the control line please refer to submitted PFDs. Gas control line with described function will be delivered for each engine separately.	6/23/2026		Acknowledged	Y	
54	Mechanical	App 2 - Technical Specifications 4.2	Please confirm the lube oil system will contain oil mist coalescer units for mist separator vent pipe for each engine	6/19/2026	Please refer to submitted PFDs. Oil mist eliminator is part of our offer. It contains the coalescer and a fan, to send extracted air from crankcase to the intake air system	6/23/2026		Acknowledged	Y	
55	Mechanical	App 2 - Technical Specifications 4.2	Please confirm that on-skid piping and valves for the starting air, control air, and atomisation air systems are included.	6/19/2026	Confirmed, for the single modules. No skid for the entire system available	6/23/2026		Acknowledged	Y	
56	Mechanical				-					
57	Mechanical	App 2 - Technical Specifications 4.2	Please confirm that the intake air system includes an air heater, ducting downstream of the turbocharger, and a platform for accessing the system	6/19/2026	Confirmed. The air heater is not required for engine function; however, the filter section must be protected against freezing. An IR panel could also be the chosen solution later on.	6/23/2026		To be discussed in 7/15 meeting	Y	Discussed in 7/15 meeting and acceptable
58	Mechanical	Annex 9	It appears the option for the additional exhaust gas silencer only attenuates the sound by 1 dBA. Please confirm.	6/19/2026	Correct. The main function of this additional (resonator) silencer is to reduce low-frequency noise, not the total sum value.	6/23/2026		Acknowledged	Y	
59	Mechanical	Annex 9	It appears the option for the additional intake air silencer attenuates the overall sound by 0 dBA. Please confirm.	6/19/2026	Correct. The main function of this additional (resonator) silencer is to reduce low-frequency noise, not the total sum value.	6/23/2026		Acknowledged	Y	
60	Mechanical	App 2 - Technical Specifications 4.2	Please confirm that all exhaust gas ducting, including outside of the engine hall, is included	6/19/2026	Confirmed	6/23/2026		Acknowledged	Y	
61	General	Cover Letter, Proposal Form, Draft Project Schedule	There seem to be discrepancies in the equipment delivery date. Please confirm what the DPU delivery date is for the equipment. Please clarify if this date will be guaranteed.	6/19/2026	Everlence's proposal is based on the FCA delivery scheduled for February 2030. At this stage, the delivery of the engines and alternators to the DPU site (Ames, Iowa) and the remaining supply to the DAP site (Ames, Iowa) (not unloaded) is an option. If the option is accepted, we will of course be able to discuss this topic further at a later stage.	6/26/2026		To be discussed in 7/15 meeting	Y	Discussed in 7/15 interview. Guaranteed FCA updated to August 2029. Cannot guarantee delivery date, but assumed Oct-Nov 2029
62	General		Please provide a document to outline the liquidated damages associated with project guarantees.	6/19/2026	Liquidated Damages are indicated in Clause 12 of the Equipment Supply Agreement submitted with Everlence proposal	6/26/2026		Acknowledged	Y	
63	Mechanical	App 2 - Technical Specifications 4.2	Please confirm the SCR system includes NOx analyzers, sampling umbilical, sample line raceway, and the required steel supports.	6/19/2026	Confirmed. Besides the raceway, not part of the system.	6/23/2026		Acknowledged	Y	
64	Mechanical				-					
65	Mechanical	Appendix V Performance Test Procedure	Please confirm if Everlence will perform Reagent Injection Tuning	6/19/2026	Yes, confirmed	6/23/2026		Acknowledged	Y	
66	General	App 2 - Technical Specifications 8.6	Do commissioning services include commissioning management & supervision?	6/19/2026	Yes, but only for the scope of supply of Everlence.	6/23/2026		Acknowledged	Y	



MEMO

To: Mayor & City Council

From: Justin Moore, Planner

Date: July 28, 2026

Subject: Rezoning Amendment

An ordinance to amend the approved Floating Suburban Residential Medium Density (FS-RM) with Master Plan for The Bluffs at 4899 Everest Avenue is attached for third reading and adoption. The Rezoning Agreement has been signed by the owner/developer and is attached.

ATTACHMENT(S):

[The BLuffs at 4899 Everest Ave - Rezoning.docx](#)
[Rezoning Agreement](#)

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 4899 Everest Avenue, is rezoned from Floating Suburban Medium Density FS-RM with a Master Plan to Floating Suburban Medium Density FS-RM with an amended Master Plan.

Real Estate Description: Bluffs at Dankbar Farms 2nd Addition Outlot WW Ames, Iowa, Story County

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 _____, _____.

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

Legal description: Outlot WW, The Bluffs at Dankbar Farms Second Addition, Ames, Iowa

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

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

SECOND AMENDMENT TO REZONING AGREEMENT FOR THE BLUFFS AT DANKBAR FARMS DEVELOPMENT

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

- 1 **Definitions.** When used in this Second Amendment, unless otherwise required by the context:
 - 1.1 "Developer" means Friedrich Land Development Company, L.L.C., an Iowa limited liability company located in Ames, Story County, Iowa.
 - 1.2 "City" means the City of Ames, Iowa, an Iowa Municipal Corporation, also located in Story County, Iowa.
 - 1.3 "Rezoning Agreement" means the Rezoning Agreement presently in force between Developer and the City filed in the office of the Recorder of Story County, Iowa, on January 17, 2023, and recorded as Instrument No. 2023-00321, as subsequently amended, governing the rezoning and development of real property located in the vicinity of the southwest corner of the intersection of Cameron School Road and GW Carver Avenue.
 - 1.4 "Amendment" means the instrument first amending the Rezoning Agreement which was recorded May 24, 2023, as Instrument No. 2023-03165.
 - 1.5 "Second Amendment" means this instrument as signed by the Developer and approved by the City.
- 2 **Circumstances.** This Second Amendment affects a portion of the real property that was the subject of the Rezoning Agreement; specifically, the subject of this Second Amendment is the real property locally known as 4899 Everest Avenue, Ames, Iowa, and legally known as "Outlot WW, The Bluffs at Dankbar Farms Second Addition, Ames, Iowa," which is currently zoned

Suburban Residential Medium Density Floating Zone (**FS RM**). Developer is the sole owner of said real property.

3 **Amendment.** The parties agree that there shall be no more than 48 apartment unit dwellings upon the affected property located at 4899 Everest Avenue, and the Master Plan shall be amended accordingly to reflect allowed housing types of single-family detached, single-family attached and Apartments.

4 **Further Amendment.** The parties agree that Exhibit B of the Rezoning Agreement, as amended, is hereby modified again by deleting the Master Plan and substituting in lieu thereof a second amended Master Plan as shown in Exhibit B attached to this Second Amendment. This Second Amendment is done in accordance with the process set forth in Ames Municipal Code §29.1507(5)

5 **Continued Full Force.** The Rezoning Agreement and Amendment shall continue to have full force and effect in accordance with the terms thereof, subject, however, to this Second Amendment, which shall apply to the heirs, successors and assigns of Developer.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective as of _____, 2026.

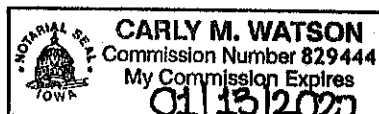
**FRIEDRICH LAND DEVELOPMENT
COMPANY, L.L.C.**

By:


Kurt W. Friedrich, Manager

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on July 21, 2026, by Kurt W. Friedrich, as Manager of Friedrich Land Development Company, L.L.C.




NOTARY PUBLIC

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

CITY OF AMES, IOWA

By:

John A. Haila, Mayor

Attest:

Renee Hall, City Clerk

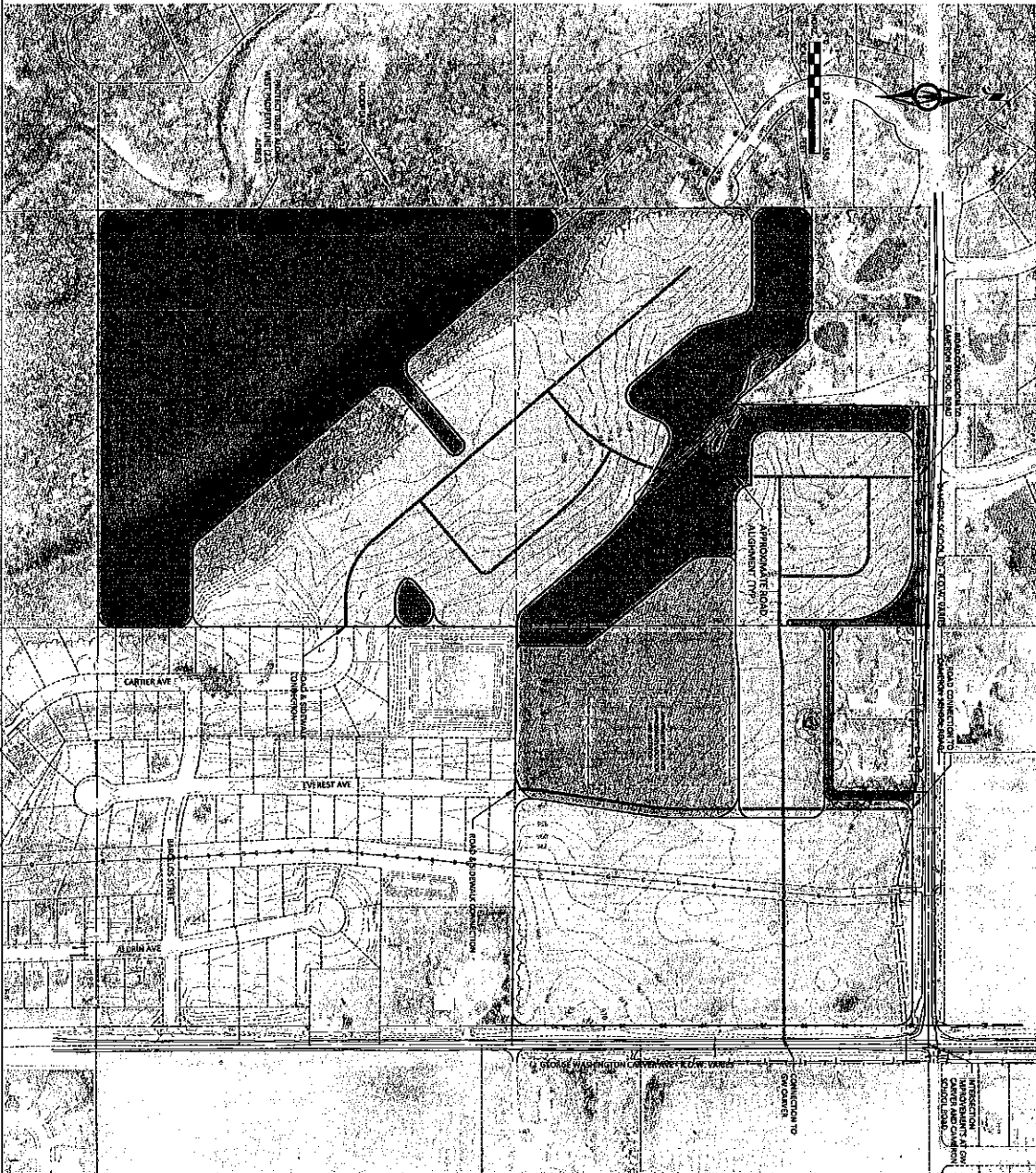
STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, 2026, by
John A. Haila and Renee Hall, as Mayor and City Clerk, respectively, of the City of Ames,
Iowa.

NOTARY PUBLIC

**SECOND REVISED MASTER PLAN *THE BLUFFS AT DANKBAR*
FARMS – Exhibit 'B'**

<u>LEGEND</u>									
	COLOR	USE	POROSOLAR ACRES	ZONING	AREA	APPROX ROW A INTERNAL OPEN SPACE	NET AREA EXCLUDING ROW A AND OPEN SPACE	DWELLING UNITS	DENSITY
		SINGLE FAMILY DETACHED	RBD		32.6-36.5 AC	7 AC	25.5-29.5 AC	96-111	37.75-42.5
		MULTI-FAMILY RESIDENTIAL MEDIUM DENSITY ATTACHED SINGLE FAMILY ATTACHED MULTI-FAMILY RESIDENTIAL (48 UNITS MAXIMUM)	PS-M	7-21 AC	1 AC	5-19 AC	50-100	10-16.7	
		OPEN SPACE DETENTION AND BUFFERS		OPEN SPACE	32-42 AC	N/A	32-42 AC	N/A	N/A





MEMO

To: Mayor & City Council

From: Justin Moore, Planner

Date: July 28, 2026

Subject: Zoning Text Amendment

An ordinance containing a Zoning Text Amendment modifying the Northeast Gateway Overlay District (O-GNE) Standards is attached for third reading and adoption.

ATTACHMENT(S):

[DRAFT_ZTA_for_O-GNE_Standards.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY AMENDING SECTION 29.1109 AND SECTION 29.406(18)(C) THEREOF, FOR THE PURPOSE OF MODIFYING THE NORTHEAST GATEWAY OVERLAY DISTRICT (O-GNE) STANDARDS REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amending sections 29.1109 and 29.406(18)(c) as follows:

“ * * *

Sec. 29.1109. “O-GNE” NORTHEAST GATEWAY OVERLAY DISTRICT.

(1) **Purpose.** The intent of the “O-GNE” Northeast Gateway Overlay district is to ensure that regional commercial development within the “O-GNE” zoning designation results in a high quality development that meets the community and regional economic needs of the City while addressing environmental performance, efficiency, multi-modal transportation, aesthetics, and user experience related to site and building design features. The standards are also intended to help guide design and use compatibility with future planned residential uses to the east of 570th Street.

(2) **Applicability.** The “O-GNE” District must be designated by ordinance amending the Official Zoning Map.

(3) **Master Plan.** City Council approval of a Master Plan, after a review and recommendation by the Planning and Zoning Commission, is required prior to the submittal of any Major or Minor Site Development Plan for development of land in the “O-GNE” district. A major amendment to a Master Plan requires only City Council approval.

The Master Plan must address the conceptual layout of an overall site for uses with general building foot print and square footages, site access, internal circulation routes, and open spaces, and unless deferred by City Council, conceptual Building Architectural Style(s) or Site Development “Theme” for features such as lighting, signage, landscaping, building materials, and building proportions, that would guide future Site Development Plan review to ensure development has a cohesive and coordinated appearance amongst buildings and site features. The requirement to establish a style or theme is not intended to prevent use of corporate architecture that utilizes similar materials and design elements identified within the Master Plan.

Phasing of site improvements, if any, and delegated approval authority must be addressed within the Master Plan.

(4) **Site Development Plan.** Subsequent to approval of a Master Plan, individual Site Development Plans(s) will be approvable by the Planning and Housing Director if it is found to be in general conformance to the Master Plan and the City

development standards and regulations as defined in 29.1502. In the event the proposed Site Development Plan modifies substantial elements of the Master Plan, deviates from the Master Plan, or otherwise includes a use requiring Council approval, the application must be processed as a Major Site Development Plan.

An Integrated Site Development Plan of Chapter 23-Subdivision Code is not required to allow for shared site features included with an area of an approved Master Plan.

(5) **Design Standards.** The Overlay includes a combination of design standards that apply to site layout and building design. Design standards listed below provide direction on the design intent of features for the site and are to be adhered to in the design process with flexibility of their application to individual site features as meeting the intent for the overall development. Zoning development standards require compliance, but a project may be approved that utilizes flexibility of the 29.1502(7) Alternative Design Review.

(6) **Layout of Commercial.** The overall site layout should accommodate a cluster of commercial retail/restaurant uses as a node within the overall site design. Out parcels, big box stores, and other uses may also be approved as standalone uses. A concentrated “mall” type of layout is not required.

(7) **Access, Circulation, Parking.**

(A) Provide a complete and continuous network for circulation of pedestrians and bicyclists.

(i) Provide frontage improvements with shared use paths and sidewalks to City standards with driveway spacing in accordance with SUDAS, focused on limited access points to E. 13th Street.

(ii) Internal to a development, clusters of buildings must be interconnected with sidewalks. At least one prominent sidewalk spine must connect to E 13th Street. Large sites may require multiple pedestrian connection points to public streets from building(s) within the site.

(B) The north and south development sites with concentrated commercial development must accommodate a CyRide public transportation access route onto the site for a pickup and drop off location with the convenient ability to turn around and circulate out of the site to E 13th Street. Accommodating includes providing for an agreement or easement for travel onto the site and for the design and dimensions of parking lot and drives that meet needs of a bus.

(C) Provide Bicycle parking consisting of four visitor spaces for the first 10,000 square feet of commercial space. Provide an additional one visitor space for every additional 10,000 square feet of floor area, but in no event will more than 3% of the required vehicle parking after the first 10,000 square feet be required for bicycle parking. Bicycle parking must be distributed to different areas of a development site.

(D) All parking must be permitted to be considered shared parking for all uses located on a Master Planned site unless separated by E 13th Street.

(E) Locating drive-through lanes along the perimeter of a site abutting E 13th Street or 570th Street is discouraged. If a drive-through queuing or pickup area is located along the perimeter of the site, additional architectural treatment of the drive-

through and pickup area with a trellis, decorative screen wall, or other design element must be provided. Decorative landscaping must be incorporated along the perimeter of all drive-throughs and specifically along 570th Street for purposes of screening and compatibility to residential uses.

(8) Stormwater/Landscaping/Screening.

(A) Regional stormwater system(s) for an entire site are preferred for compliance with Ames Municipal Code Chapter 5B. A design preference is to integrate stormwater management systems in a treatment train approach into different areas of a site in ways that utilize primarily landscape plantings native to the area and if possible, include focal elements of the site such as flowing water, decorative ponds, and fountains. All stormwater features are to be attractively designed and landscaped.

(B) Use native trees, ornamental grasses, and shrub species, or their cultivars, for a minimum of 50% of required trees, grasses, and shrubs planted on the site. An alternative landscaping approach may be approved with the Master Plan.

(C) The overall site must provide for a high degree of tree diversity. No more than 4 trees of one species or 20% of any one tree species, whichever is more, is permitted.

(D) Provide landscaping, in combination with architectural treatments, to screen storage areas, trash enclosures, utility cabinets, mechanical equipment, service areas, and other similar elements. Break up large blank facades of buildings along public streets and primary drives with foundation landscaping or with designated planters. Provide landscaping adjacent to pedestrian walkways.

(E) All parking lot and loading areas are subject to the general landscape requirements of Article IV unless an Alternative Plan is approved.

(9) Building Design and Materials.

(A) The approved Architectural Style and Themes identified with the Master Plan shall guide building design and material choices related to the following standards:

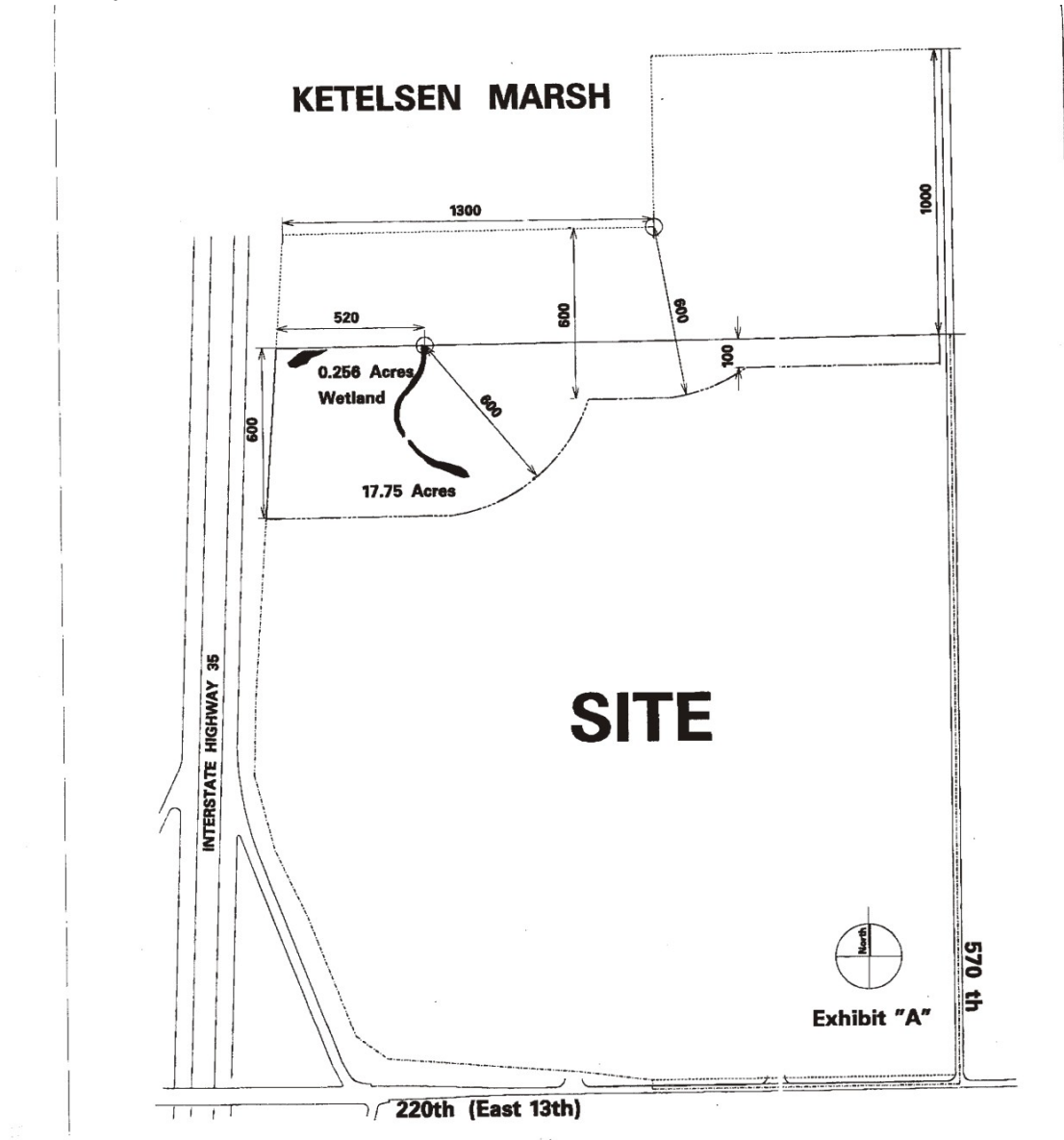
(i) Building facades must include masonry materials comprised of brick, natural stone or reconstructed stone, architectural features or accent features on all building elevations oriented to public areas of the site including facades adjacent to streets and highways. Architectural metal siding may be approved as an additional accent material. Concrete block or CMU and smooth tilt-up concrete walls do not meet this standard as being an accent. Screen walls, decorative walls or fencing may also be required to include complimentary materials as accents to primary design elements.

(ii) Increase visual identity and interest by providing for variations in wall planes and rooflines, such as incorporating variations in building height, building mass, roof forms, rooflines, changes in wall planes, and articulation of building facades in the architectural design of all buildings. Parapets must be used to conceal flat roofs and mechanical equipment. Projecting parapets must incorporate returns.

(10) North Buffer Establishment and Purposes.

(A) A buffer area with a maintenance plan must be established between any development within the "O-GNE" District and Ketelsen Marsh along the north property line of said development from the east boundary line of I-35 to the west boundary of 570th.

The buffer is intended to maintain the function of existing or restored wetlands and for compatibility with the Ketelsen Marsh. The buffer must be a minimum of six hundred feet (600 ft) in width along the existing south public use boundary of Ketelsen Marsh and must be one hundred feet (100 ft) in width along the south side of the remainder of the north boundary of the "O-GNE" District, as depicted below:



(B) The final recommendations for the design and establishment details of the buffer must be prepared by an expert in Environmental Sciences to ensure that the design is correct for the site and compatible with the existing vegetation at Ketelsen Marsh. The City Council may consider up to a 20% variation in the buffer design upon review of findings concerning the quality of functional value of wetlands in the area of the buffer, including consideration of restoration or other improvements.

(C) Native vegetation must be established in the buffer consisting of local ecotype native species, if available, appropriate for the site and consistent with existing vegetation at the marsh.

(D) Prior to approval of the buffer design, the developer must consult with the Director of the Story County Conservation Board concerning plant types and proposed maintenance plan. A conservation easement or separate outlot must be created for the buffer and include reference to the approved Maintenance Plan.

(E) A combination of brown, black or green chain link fencing and vegetation must be installed in the buffer area to intercept trash from the development and to minimize adverse effects of light on the marsh ecology.

(F) Communications towers are prohibited within the buffer.

(11) Signage & Lighting.

(A) A Sign Master Plan may be approved by staff that addresses sign design and sign area allowances for all buildings and property within the area of the Master Plan. Signage allowances for sites and buildings will be reviewed as part of the Site Development Plan before applying for a sign permit to meet requirements of Chapter 21.

(B) All ground-mounted signs must be monument style with a decorative base and a total height not exceeding twelve (12) feet in height measured from the ground to the top of the sign cabinet. Exceptions include internal directional signage and menu boards and a maximum of one 50-foot-tall decorative pylon sign along I-35 frontage and one 35-foot decorative pylon sign along E 13th Street frontage for the south and the north site. Advertising of businesses on a given site either north or south of E 13th Street cannot be considered off premise signage as a planned shopping center.

(i) Digital Displays. If digital displays are approved for use on a pylon sign with the Master Plan it must include message hold limitations and must automatically adjust lighting intensity for ambient conditions. At the time of sign approval for a pylon sign with a digital display, a NITS limitation for brightness will be reviewed to address light control and glare concerns. No digital displays may be approved along the 570th Street frontage.

(C) All outdoor lighting fixtures must be placed so as to minimize light trespass and glare beyond the property boundary. All lighting to be directed downward consistent with the Outdoor Lighting Code. All pole and wall mounted lights must not exceed a placement height of 25 feet measured from the ground to the luminaire, inclusive of any based, pole, building feature for locations within 200 feet of a public street frontage.

(i) Decorative lighting for architectural features, pedestrian spaces, plazas, etc. may be approved by staff as unshielded or architectural uplighting to accent public spaces or design elements of a building when determined to meet the intent of low intensity lighting and dark sky protection.

(ii) Use of facade or parapet strip lighting is discouraged overall and prohibited along the 570th frontage.

(D) Outdoor lighting must not exceed 0.3 footcandles at the property line along public streets and highways.

* * *

Sec. 29.1109. ~~“O-GNE” NORTHEAST GATEWAY OVERLAY DISTRICT.~~

~~(1) **Purpose.** The intent of the “O-GNE” Northeast Gateway Overlay district is to ensure that regional commercial development, which occurs on land with the “O-GNE” zoning designation, results in a high-quality development, which is representative of the most desirable design quality and character that exists in the community. Over the entire district, the design is to integrate open space, landscaping, entry features and artwork, storm water management, buildings, parking, access by all modes of transportation, lighting, and signs in a manner that respects the environment, is representative of the native Iowa landscape, and exhibits energy efficiency.~~

~~(2) **Applicability.** The “O-GNE” District shall be designated by ordinance amending the Official Zoning Map.~~

~~(3) **Master Plan.** Approval of the Master Plan by the City Council is required prior to the submittal of any Major Site Development Plan proposing development of land in the “O-GNE” district.~~

~~(a) **Land Area to be Included.** The Master Plan shall include all land area within the “O-GNE” District.~~

~~(b) **Written Narrative.** The Master Plan submittal shall include a written narrative, describing how each Design Guideline and Design Standard is addressed by the Master Plan.~~

~~(c) **Existing Conditions.** The Master Plan shall describe the following existing conditions:~~

- ~~(i) Topography (contours at two-foot intervals);~~
- ~~(ii) Location and type of existing structures;~~
- ~~(iii) Type, size, and location of plant materials;~~
- ~~(iv) Dimensions and location of easements;~~
- ~~(v) Location and dimensions of public right-of-way on the site, and adjacent to the property boundaries;~~
- ~~(vi) Location and dimensions of accesses to the site (including accesses to agricultural crop land);~~
- ~~(vii) Size and location of utilities;~~
- ~~(viii) Size and location of known drainage tiles;~~
- ~~(ix) Location of designated wetlands (including plans for mitigation);~~
- ~~(x) Flood plain and floodway boundaries; and,~~
- ~~(xi) Type and location of signs, lighting, and fences.~~

~~(d) **Proposed Development.** The Master Plan shall include a statement of the following elements of the proposed development:~~

- ~~(i) Building placement and approximate dimensions;~~
- ~~(ii) Parking locations and approximate dimensions;~~
- ~~(iii) Location, type, and size of landscaping, screening, buffers, and open space;~~
- ~~(iv) Location and design of public and private gateway features and common areas; and,~~
- ~~(v) Circulation pattern for all modes of transportation on the site.~~

~~(e) **Other Items.** The Master Plan submittal shall state the following:~~

- ~~(i) General storm water management plan;~~
- ~~(ii) Architectural styles and exterior materials to be used;~~
- ~~(iii) Strategy for mitigating any potential negative impacts to the environment on the site and on surrounding properties;~~
- ~~(iv) Plan for the type, design, materials, and scale of signs;~~

~~(v) Plan for outdoor lighting;~~
~~(vi) Phasing plan for development;~~
~~(vii) Lot layout and dimensions;~~
~~(viii) Type of use(s) planned for each building; and,~~
~~(ix) Conceptual exterior elevations and building materials for each building.~~

~~(f) Procedure for Approval of the Master Plan. The procedure for approval of the Master Plan is described as follows:~~

~~(i) Applications for approval of the Master Plan shall be submitted to the Department of Planning and Housing.~~

~~(ii) The Director of the Department of Planning and Housing shall prescribe the forms on which applications are made. Applications shall include the name and address of the applicant, the name and address of the owner of each lot involved, and the relationship of the applicant and the property owner in connection with the application. If the applicant or property owner listed on the application is an entity other than a natural person, the application shall also include detailed information regarding the principals of the entity. The Director of the Department of Planning and Housing shall prescribe any other material that may reasonably be required to determine compliance with this Ordinance, with sufficient copies for necessary referrals and records.~~

~~(iii) Applications that are not complete shall be returned to the applicant, with a notation of the deficiencies in the application.~~

~~(iv) Staff Review. Upon receipt of a complete application, the Director of the Department of Planning and Housing shall forward copies to the city staff for a determination of compliance with applicable requirements and policies of the city. Upon completion of staff review, the Director of Planning and Housing shall forward the application and the staff recommendations to the Planning and Zoning Commission.~~

~~(v) Planning and Zoning Commission. Commission review shall not be concluded until consideration is given to comments at a public hearing, which may be scheduled as part of the regularly scheduled meeting. Notification of the public hearing shall be made by mail and posting, in accordance with Sections 29.1500(2)(d)(i) and (iii). Within 30 days of the hearing, the Planning and Zoning Commission shall submit the written recommendation to the City Council setting forth the reasons for its recommendation of acceptance, denial or modification of the application.~~

~~(vi) City Council Decision. After the transmittal of the recommendation from the Planning and Zoning Commission, the City Council shall consider the application at a public hearing conducted as part of a regularly scheduled meeting. Notification of the public hearing shall be made by mail and posting, in accordance with Sections 29.1500(2)(d)(i) and (iii). The City Council action shall be by motion.~~

~~(4) **Major Site Development Plan.** Upon approval of the Master Plan by the City Council, an application may be submitted to the City for approval of a Major Site Development Plan to allow the development or redevelopment of any lot, tract or parcel of land in the "O-GNE" district. Approval of each Major Site Development Plan by the City Council is required, prior to the issuance of a Building/Zoning Permit for development on any lot, tract or parcel of land in the "O-GNE" district. The applicant shall comply with Sections 29.1502(1)(2) & (4), and 29.1108(3), as applicable.~~

~~In addition, a written narrative, describing how each Design Guideline and Design Standard is addressed by the Major Site Development Plan, shall be included as part of the application.~~

~~(5) **Amendments to the Approved Master Plan and Major Site Development Plans.** Amendments to the approved Master Plan and Major Site~~

~~Development Plans may be needed as development in the “O-GNE” district progresses.~~

~~(a) Applications for approval of amendments to the Master Plan and/or any Major Site Development Plan shall be submitted to the Department of Planning and Housing.~~

~~(b) The Director of the Department of Planning and Housing shall prescribe the forms on which applications for amendments are to be made. Applications shall include the name and address of the applicant, the name and address of the owner of each lot involved, and the relationship of the applicant and the property owner in connection with the application. If the applicant or property owner listed on the application is an entity other than a natural person, the application shall also include detailed information regarding the principals of the entity. The Director of the Department of Planning and Housing shall prescribe any other material that may reasonably be required to determine compliance with these regulations, with sufficient copies for necessary referrals and records.~~

~~(c) Applications that are not complete shall be returned to the applicant, with a notation of the deficiencies in the application.~~

~~(d) Minor Amendments. Minor amendments to the approved Master Plan and/or any Major Site Development Plan shall be approved by the Planning and Housing Director following a review and recommendation by City staff. Minor amendments are defined as changes that:~~

~~(i) Do not constitute a change in the land use of the project, or the overall layout and design;~~

~~(ii) Do not alter the overall landscape design, except a change to the landscape buffer between commercial development and Ketelsen Marsh to the north will be considered to be a “Major Amendment”, or;~~

~~(iii) Do not alter the height, placement, or dimensions of buildings in a manner that is inconsistent with the overall site layout and design, as determined by the Planning and Housing Director.~~

~~(e) Major Amendments. Major amendments to the approved Master Plan and/or any Major Site Development Plan shall be approved by the City Council and shall include all changes other than those listed as “Minor Amendments” in Section 29.1109(5)(d).~~

~~(i) Staff Review. Upon receipt of a complete application for a major amendment to the approved Master Plan and/or any Major Site Development Plan, the Director of the Department of Planning and Housing shall forward copies to the City staff for a determination of compliance with applicable requirements and policies of the city. Upon completion of staff review, the Director of Planning and Housing shall forward the application and the staff recommendations to the Planning and Zoning Commission.~~

~~(ii) Planning and Zoning Commission. Commission review shall not be concluded until consideration is given to comments at a public hearing, which may be scheduled as part of the regularly scheduled meeting. Notification of the public hearing shall be made by mail and posting, in accordance with Sections 29.1500(2)(d)(i) and (iii). Within 30 days of the hearing, the Planning and Zoning Commission shall submit the written recommendation to the City Council setting forth the reasons for its recommendation of acceptance, denial or modification of the application.~~

~~(iii) City Council Decision. After the transmittal of the recommendation from the Planning and Zoning Commission, the City Council shall consider the application at a public hearing conducted as part of a regularly scheduled meeting. Notification of the public hearing shall be made by mail and posting, in accordance with Sections 29.1500(2)(d)(i) and (iii). The City Council action shall be by motion.~~

~~_____ (6) **Distinction Between Design Guidelines and Design Standards.** The Design Guidelines are intended to express the intent of the community for the development of land in the “O GNE” district. The Design Standards are the minimum design requirements established to implement each particular Design Guideline.~~

~~_____ (7) **Guidelines for Overall Design.** The overall design is cohesive and one of continuity with the landscape. The design shows a respect for the natural features of the site and surrounding properties, as well as exhibiting the best the community has to offer and informing the visitor of the community’s common design values through the use of building materials and design features.~~

~~_____ The site design and gateway appearance shall be reflective of the community. This is accomplished through the use of materials common to the area; through the repetition of architectural design features found elsewhere in the community; through the use of energy efficient and environmentally friendly measures; by placing a variety of buildings in a naturalistic park-like setting; by using design elements of other community gateways; by portraying the people and history of Ames in the design; and, by providing convenient and safe access for pedestrians, bicyclists, and motorists.~~

~~_____ (8) **Standards for Overall Design.** The following Design Standards are the minimum requirements necessary to implement the Design Guidelines for “Overall Design”:~~

~~_____ (a) Include design elements in the entry features for the site, such as: lighting, monuments, artwork, water, prairie savannah plants, brick, stone, decorative paving patterns, vertical architectural elements, as well as design elements and materials of other community gateways.~~

~~_____ (b) Include courtyards, squares, and/or plazas, in the site design.~~

~~_____ (c) Reserve a prominent area of the site for a “community welcome center”.~~

~~_____ (d) Direct access between commercial development and Ketelsen Marsh is prohibited.~~

~~_____ (e) Ketelsen Marsh. Development of property within the “O GNE” District shall be compatible with and seek to preserve or enhance the ecology of Ketelsen Marsh by addressing the following items:~~

~~_____ (i) Hydrology: Development within the “O GNE” District shall be designed to prevent adverse impacts on the hydrology of the marsh area.~~

~~_____ (a) Developers of property within the “O GNE” District shall hire a professional hydrologist to review the impacts of any modifications to existing surface and subsurface drainage or water flow on Ketelsen Marsh.~~

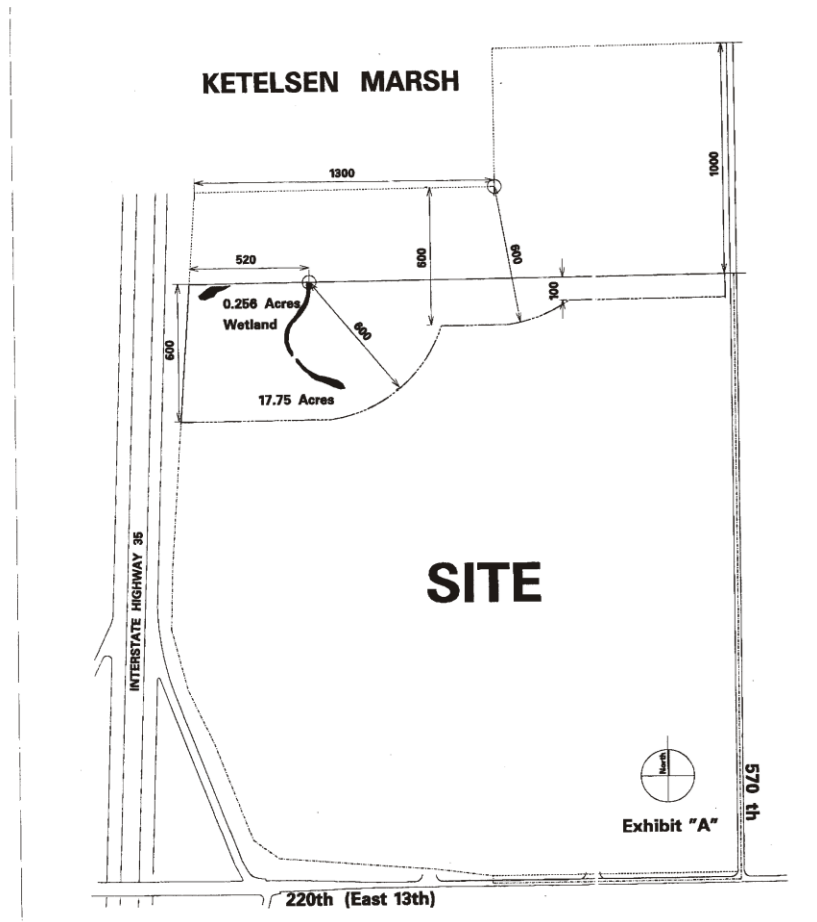
~~_____ (b) The professional hydrologist shall provide a work plan indicating the data collection, methodology, interpretation and reporting. The soil borings used by the professional hydrologist shall be at the proper time, to a sufficient depth and left open the necessary period of time to profile the water table and subsurface water flow.~~

~~_____ (c) If the hydrology report determines that the existing surface and/or subsurface drainage and water flows toward Ketelsen Marsh, then the storm water management plans (addressed in other sections of the overlay) shall describe long-term measurement and management of pollutants (i.e.: oil, gasoline, and antifreeze) that can damage the marsh ecosystem.~~

~~_____ (ii) Buffer Establishment and Purposes.~~

~~_____ (a) A buffer area shall be established between any development within the “O GNE” District and Ketelsen Marsh along the north property line of the development from the east boundary line of I 35 to the west boundary of 570PthP. The buffer shall be a minimum of six hundred (600) feet in width along the existing south~~

public use boundary of Ketelsen Marsh and shall be one hundred (100) feet in width along the south side of the remainder of the north boundary of the "O GNE" District, as follows:



~~Native vegetation shall be established in the buffer consisting of local ecotype native species correct for the site and consistent with existing vegetation at the marsh.~~

~~(b) A combination of brown, black or green chain link fencing and vegetation shall be installed in the buffer area to intercept trash from the development and to minimize adverse effects of light on the marsh ecology. The design and establishment details of the buffer shall be prepared by an expert in biology to ensure that the design is correct for the site and consistent with the existing vegetation at Ketelsen Marsh.~~

~~(c) Specific design and establishment details shall be coordinated with the Director of the Story County Conservation Board. Upon completion, an agreement to insure both permanence and maintenance of the buffer area shall be entered into between the developer and the Story County Conservation Board.~~

~~(f) Communications towers are prohibited.~~

~~(g) Energy Efficiency Standards. Development in the "O GNE" district shall comply with the energy efficiency standards in effect with respect to the City of Ames at the time of application to the City of Ames for each individual building permit.~~

~~_____ (9) **Guidelines for Site Layout.** The site layout is guided by the Master Plan, which integrates the roadways, bikeways, pedestrian walkways, parking, buildings, and landscaping in a coordinated fashion into a naturalistic landscape, properly manages storm water, and provides convenient and safe access for all modes of travel to and within the site. Design of the commercial development is to create a unique site plan unified with the entire “O-GNE” District.~~

~~_____ (10) **Standards for Site Layout.** The following Design Standards are the minimum requirements necessary to implement the Design Guidelines for “Site Layout”:~~

~~_____ (a) Locate buildings, open space, and plantings to enhance the network of pathways, roadways, and pedestrian areas, define spaces of the appropriate scale for each of these, and buffer those areas from nuisances. Areas of the site designed for enhanced use by pedestrians, are to provide the greatest benefit to the most users and improve the functional relationships and linkages on and off the site.~~

~~_____ (b) Arrange buildings to create view corridors on and off the site, between pedestrian destinations, including building entrances, and open space.~~

~~_____ (c) Distribute parking areas around buildings in order to shorten walking distance, and to reduce the overall scale and impact of parking areas.~~

~~_____ (d) Use a consistent design theme or palette for site layout and building architecture.~~

~~_____ (e) Mitigate negative impacts and incorporate the mitigation measures into the topography, landscape features and drainage characteristics of the site and surrounding properties.~~

~~_____ (f) Screen service areas, storage areas and refuse enclosures from public view, with a combination of landscaping, fences and walls. Cluster the locations of service and refuse areas.~~

~~_____ (g) Locate drive-through windows, menu boards, and associated stacking lanes to minimize impacts on other areas of the development site, as well as impacts on adjacent properties. Such site features are to be integrated with the building design and screened from off-site property.~~

~~_____ (Ord 4048, 10-26-10)~~

~~_____ (11) **Guidelines for Access and Circulation.** Traffic, access, and circulation accounts for all modes of travel. The road design accommodates the anticipated motor vehicle traffic volume and promotes pedestrian safety. The transportation system facilitates visitors to explore the community.~~

~~_____ (12) **Standards for Access and Circulation.** The following Design Standards are the minimum requirements necessary to implement the Design Guidelines for “Access and Circulation”:~~

~~_____ (a) Provide an integrated system of open space and pathways for pedestrians and bicyclists, which lead to the perimeter of the site for connections to the rest of the community.~~

~~_____ (b) Provide a complete and continuous network of separate pedestrian, bicycle, and motor vehicle pathways and roadways, as well as open space that connects all building entrances, parking areas, transit stops, and adjacent properties.~~

~~_____ (c) Provide accommodations for the circulation of public transportation on the site.~~

~~_____ (d) Provide a change in paving materials, and a change in textures/colors where pedestrian walkways cross drives to emphasize the conflict point, improve visibility, enhance safety, and provide aesthetic appeal.~~

~~_____ (e) Provide bicycle parking at locations that do not obstruct the flow of pedestrians, are identified with signage, are visible, and are located near customer entrances.~~

~~———— (13) **Guidelines for Landscaping.** The site design shall employ landscaping, open space, green space, public space, trees, buffering, and the natural environment to integrate the buildings, parking lots, artwork, and architectural entry features.~~

~~———— (14) **Standards for Landscaping.** The following Design Standards are the minimum requirements necessary to implement the Design Guidelines for “Landscaping”:~~

~~———— (a) ———— Integrate storm water management systems into the site in ways that enhance the public space and sustain landscape plantings native to the area, with such features as: flowing water, ponds, landscaped waterways, and other water features. Storm water management systems shall incorporate at least one element of “Low Impact Development” (LID) techniques identified by the United States Environmental Protection Agency (EPA) such as bio-detention areas, grassed swales and/or use of porous pavement. Storm water features are to be attractive, as well as functional.~~

~~———— (b) ———— Use native tree and shrub species, or their cultivars, for the majority of trees and shrubs planted on the site.~~

~~———— (c) ———— Design large areas of landscaping (such as open spaces, buffers, waterways, and storm water retention areas) to exhibit a natural setting, rather than a manicured appearance.~~

~~———— (d) ———— Achieve unity of design by repeating plant variety groupings and other materials, and by coordination with landscaping on adjacent properties where appropriate (including right-of-way streetscape designs).~~

~~———— (e) ———— Provide dense landscaping, in combination with architectural treatments, to screen storage areas, trash enclosures, utility cabinets, mechanical equipment, service areas, and other similar elements. Provide landscaping along building foundations and pedestrian walkways.~~

~~———— (f) ———— Include landscaping for all entry drives and storm water detention areas as part of the first phase of construction.~~

~~———— (g) ———— Design parking areas with a combination of landscape plantings, screening, and buffers to avoid the visual appearance of vast expanses of hard surface paving, and to avoid narrow strips of grass and/or plantings.~~

~~———— (h) ———— Where fencing is used, the design and materials shall be compatible with the design and materials used for structures and landscaping. The use of chain link fencing is limited to the buffer area between development on the site and Ketelsen Marsh.~~

~~———— (15) **Guidelines for Building Design.** Building design includes a variety of building sizes of high-quality design and materials for which there is wide latitude for creativity within the framework of the Master Plan for the entire site. Buildings will be designed to reduce the massive scale and the uniform, impersonal appearances of large commercial buildings, for energy efficiency, and to provide visual interest that will be consistent with the community’s identity, character, and scale.~~

~~———— Architectural design shall create and contribute to the uniqueness and sense of place of the development. Building elevations shall consider the character of the community and incorporate design elements representative of such community character.~~

~~———— (16) **Standards for Building Design.** The following Design Standards are the minimum requirements necessary to implement the Design Guidelines for “Building Design”:~~

~~———— (a) ———— Throughout the “O-GNE” district, masonry materials comprised of brick, natural stone or reconstructed stone, shall be used as architectural features or accents on all building elevations that are visible to the general public. Brick and stone materials shall not be required on the south elevation of buildings located on lots that abut the Union Pacific Railroad right of way. Building elevations that abut the railroad tracks may be composed of concrete block, painted in a color to match the remaining three sides~~

of each building.

~~(b) Incorporate variations in building height, building mass, roof forms, rooflines, changes in wall planes, and articulation of building facades in the architectural design of all buildings. In addition, incorporate variations in color, materials, and texture. Parapets shall be used to conceal flat roofs and mechanical equipment.~~

~~(c) Use consistent architectural detail and character on all sides of the buildings, which are visible from adjoining properties and/or public streets.~~

~~(d) Design building entrances that are easily identified through the use of one or more of the following methods, applied at a scale consistent with the building: projected or recessed entryways, porticos, higher rooflines, changes in building material, or color.~~

~~(e) Locate loading and outdoor storage areas so as not to be visible from adjoining properties and/or public streets, and screen, recess, and/or enclose such areas. Appropriate locations for loading and outdoor storage areas include areas between buildings, where more than one building is located on a site, or on those sides of buildings that do not have customer entrances. Screen walls shall be consistent with the architectural character of each building.~~

~~(f) Pseudo-historical themes are not allowed.~~

~~(g) Design the buildings to utilize similar colors, materials and textures, as well as repeating patterns, rhythms, and proportions found within the architecture of other buildings in the development to achieve unity of design.~~

~~(h) Incorporate a combination of arcades, pedestrian-level display windows, multiple fenestrations, storefronts, and store entrances into building frontages and sides of buildings oriented to the street, or other public areas (i.e. parks, open space, walkways, or vista corridors).~~

~~(i) Exhibit architectural detail in doors, windows, and other openings of building frontages along ground floor pedestrian areas.~~

~~(j) Incorporate an architectural covering, consistent with the design theme of the building, for all drive through windows.~~

~~(k) Use muted earth tones as the predominant colors for the exterior of buildings.~~

~~(17) **Guidelines for Signage and Lighting.** Signage shall be tasteful, simple, as unobtrusive as possible, and integrated with the entry design elements. Signs shall be designed to be easily recognized and relate to all modes of travel on the site.~~

~~Include a comprehensive system of signage conveying messages essential to the function, safety, and security of users and residents.~~

~~Achieve a consistency of display with a hierarchy of signage. Use a minimum number of sign sizes to provide easy "way finding" for all modes of circulation.~~

~~Lighting shall be varied by intensity, location, time of use, and direction in an effort to protect viewing of the night sky and the biology of the Ketelsen Marsh from light interference.~~

~~Outdoor illumination shall provide a unified lighting system that: will allow a quality image that is perceivable, yet unobtrusive; reinforce the hierarchy and delineation of the circulation system; provide sufficient illumination; and enhance safety and visibility in the "O-GNE" District.~~

~~(18) **Standards for Signage and Lighting.** The following Design Standards are the minimum requirements necessary to implement the Design Guidelines for "Signage and Lighting":~~

~~(a) Integrate the design of all signage with the surroundings in terms of size, shape, color, height, texture, and lighting so as to be secondary to the architecture of buildings and the design of the site.~~

- ~~(b) Billboards are prohibited in the "O-GNE" district~~
- ~~(c) In the "O-GNE" district, any ground-mounted signs shall be monument style not exceeding twelve (12) feet in height, with the exception that a maximum of two pylon signs, not exceeding a height of thirty five (35) feet, shall be permitted within the "O-GNE" district.~~
- ~~(d) On-site directional signs shall be consistent with the overall design theme of the development.~~
- ~~(e) Outdoor temporary signs, other than construction, real estate, and grand openings, are prohibited.~~
- ~~(f) Maintain balanced light levels on-site and between abutting developed properties. Competing light levels shall be avoided.~~
- ~~(g) Use of cut-off fixtures, mounting heights, and the elevation of potential viewers are mitigation measures that shall be utilized to control glare.~~
- ~~(h) Bare incandescent light bulbs shall not be permitted in view of adjacent property or public right-of-way.~~
- ~~(i) Building-mounted lighting may be used only to highlight specific architectural features or primary customer or building entrances. General floodlighting of building facades is not permitted.~~
- ~~(j) All lighting for commercial activities shall be reduced to security levels between 11:00 p.m., or one hour after the business closes (whichever is later), and sunrise.~~
- ~~(k) All outdoor lighting fixtures shall be fully shielded.~~
- ~~(l) All outdoor lighting fixtures shall be placed so as to minimize light trespass and glare beyond the property boundary.~~
- ~~(m) Light levels shall be limited to one hundred fifty thousand (150,000) lumens per gross acre, with the exception that pedestrian circulation areas and building entrances may be illuminated to twenty (20) foot candles measured at ground level.~~
- ~~(Ord. No. 3818, 2-8-05)~~

* * *

Section 29.406. OFF-STREET PARKING.

* * *

- (18) **Remote Parking.** All parking spaces required by this ordinance shall be located on the same lot as the use served, except as noted below:

* * *

(c) Parking spaces required for principal uses permitted in the PRC zoning district may be located on any PRC zoned lot governed by and fully encompassed by the same site development plan or Master Plan.

* * * "

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 _____, _____.

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