AGENDA

REGULAR MEETING OF THE AMES CITY COUNCIL

COUNCIL CHAMBERS - CITY HALL

AUGUST 11, 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.

PROCLAMATIONS:

1. Proclamation for "Senior Variety Show's 30th Anniversary," August 14-15, 2026

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 16-31, 2026
4. Motion approving Summary of Minutes of the Regular City Council Meeting on July 28, 2026
5. Motion approving new 5-Day (September 5-9, 2026) Special Class C Retail Alcohol License with Outdoor Service - Hy-Vee #2, 1407 University Boulevard
6. Motion approving new 5-Day (September 8-12, 2026) Special Class C Retail Alcohol License with Outdoor Service - Apres Bar Co, 1930 E 13th Street
7. Motion approving new 5-Day (September 19-23, 2026) Special Class C Retail Alcohol License with Outdoor Service - Hy-Vee #2, 1407 University Boulevard

8. Motion approving new Class E Retail Alcohol License - Kwik Star #1768, 1420 South Grand Avenue, Pending Favorable Inspection

9. Motion approving new Class E Retail Alcohol License - Kwik Star #1770, 1114 South Dakota Avenue, Pending Favorable Inspection

10. Motion approving the renewal of the following Alcohol Licenses:
    a. Heartland of Story County, 205 S Walnut Avenue, Special Class C Retail Alcohol License with Outdoor Service
    b. Kwik Stop Liquor & Groceries, 125 6th Street, Class E Retail Alcohol License
    c. The Recipe, 412 Burnett Avenue Ste B, Class C Retail Alcohol License
    d. The Mucky Duck, 3100 S Duff Avenue, Class C Retail Alcohol License with Catering Privilege and Outdoor Service
    e. El Azteca, 2120 Isaac Newton Drive, Class C Retail Alcohol License with Outdoor Service

11. Resolution approving revisions to ASSET Policies and Procedures

12. Resolution amending name of the award from Cahoon Sales, Inc. to GE Prolec Transformers Inc. for the purchase of the Generator Step-Up (GSU) Transformer for Ames Municipal Energy Center

13. Resolution setting the date for sale of General Obligation Corporate Purpose Bonds, Series 2026C for August 25, 2026, and authorizing the use of preliminary official statement in connection therewith

14. Resolution approving preliminary plans and specifications for the 161 kV Transmission Line Reconstruction - Iowa DOT I-35 & 290th Street project, and setting September 9, 2026, as the bid due date, and September 22, 2026, as date of Public Hearing

15. Resolution awarding contract to Tenaska Power Services Co., of Irving, TX, for Partial MISO Service Requirements, for the period from the date of award through June 30, 2027, in the amount of $99,000

16. Resolution awarding contract to Country Landscapes, of Ames, IA, for Maxwell Avenue Retaining Wall Replacement in the amount of $129,800

17. Resolution awarding contract to Strand Associates, Inc., of Ames, IA, for engineering

services associated with the Hauled Waste Receiving Improvements project at the Water Pollution Control Facility in the amount of $239,300

18. Resolution approving Change Order No. 2 with Denco Highway Construction Corporation, of Mingo, IA, for the 13th Street Emergency Storm Sewer Pipe Repair in the amount of $14,500
19. Resolution approving contract and bond for 2025/26 CDBG Water System Improvements Program to Iowa Water & Waste Systems, LLC, of Boone, IA, in the amount of $490,722.50
20. Resolution approving contract and bond for 2026/27 Airport Entryway Improvement (South Parking Lot Expansion) to Absolute Group, of Granger, IA, in the amount of $373,970.75
21. Resolution accepting 2023/24 Airport Improvement Program (Wildlife Fence) as completed by Minturn, Inc., of Brooklyn, IA, in the amount of $2,606,157.01
22. Resolution approving completion of contract for the Furman Aquatic Center Pool Basin Heater Project with Sentry Aquatic Innovations, of Woodward, IA, in the amount of $297,600.30
23. Fitch Family Indoor Aquatic Center:
    a. Resolution accepting completion of the contract for bid package 31-1 (Demolition & Earthwork) with Con-Struct, Inc., of Ames, IA, for the Fitch Family Indoor Aquatic Center, in the amount of $597,039
    b. Resolution accepting completion of the contract for bid package 33-1 (Site Utility Work) with Iowa Pipe & Grading, LLC, of Ames, IA, for the Fitch Family Indoor Aquatic Center, in the amount of $400,218
24. Domani Subdivision:
    a. Resolution approving Domani I Supplemental Development Agreement for Cottonwood Road Extension
    b. Resolution approving Major Final Plat on Domani Third Addition
    c. Resolution accepting Public Improvement Agreement and Security on Domani Third Addition
    d. Resolution approving Supplemental Agreement for the Construction of a Trail on

Domani Third Addition

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.

PUBLIC WORKS:

25. Update on Roundabout Improvements at G.W. Carver and Cameron School Road
    a. Motion directing staff

ADMINISTRATION:

26. Council discussion of study committee to evaluate environmental impacts of data centers

PLANNING AND HOUSING:

27. 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

PARKS AND RECREATION:

28. Resolution approving Change Order No. 3 with Story Construction, of Ames, IA, for Construction Management Services for Fitch Family Indoor Aquatic Center, in the amount of $132,270

POLICE:

29. Ames Animal Services Facility Project:
    a. Motion directing staff

30. Resolution approving request from Interfraternity Council to use golf carts on designated City streets for formal recruitment on August 14-20, 2026

ORDINANCES:

31. First reading of ordinance revising *Municipal Code* Chapter 14 requested by Ames Human Relations Commission

HEARINGS:

32. Hearing on 2025/26 Pavement Restoration - Slurry Seal Program:

a. Motion accepting report of bids
b. Resolution approving final plans and specifications and awarding a project to Fort Dodge Asphalt Company, of Fort Dodge, IA, in the amount of $237,477.57

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 (continued from July 28th City Council Meeting)
    a. Resolution approving vacation of Electric Utility easement and approval of Disclaimer of Interest in Realty

DISPOSITION OF COMMUNICATIONS TO COUNCIL:

REPORT OF GOVERNING BODY:

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

COUNCIL COMMENTS:

ADJOURNMENT:

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

Item No. 3

MEMO

To: Mayor & City Council

From: Renee Hall, City Clerk

Date: August 11, 2026

Subject: Report of Contract Change Orders

The Report of Change Orders for the period of July 16-31, 2026, is attached for the City Council's review and consideration.

ATTACHMENT(S):
Change Order Report - July 16-31, 2026.docx

CITY OF ames™

REPORT OF CONTRACT CHANGE ORDERS

Period:	☐	**1st – 15th**
	☒	**16th – End of Month**
Month & Year:	**July 2026**	
For City Council Date:	**August 11, 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-113, CE-113 for Fitch Family Indoor Aquatic Center	21	$1,477,436.00	Van Maanen Electric, Inc.	$145,256.00	$2,426.00	P. Goldbeck	KS
Parks & Recreation	BP 04-1 Unit Masonry Work, PCO-050, CE-050 for Fitch Family Indoor Aquatic Center	2	$84,275.00	Forrest & Associate, Inc.	$1,163.00	$-($600.00)	K. Abraham	KS
Parks & Recreation	BP 04-1 Unit Masonry Work, PCO-098, CE-098 for Fitch Family Indoor Aquatic Center	3	$84,275.00	Forrest & Associate, Inc.	$563.00	$594.00	K. Abraham	KS
Public Works	FY2023/24 Airport Improvement Program (Wildlife Fence Project)	3	$2,616,005.00	Minturn, Inc.	$-($13,378.00)	$3,530.01	D. Pregizter	KS
Water Pollution & Control	Advanced Metering Infrastructure System	3	$7,668,293.89	Alcara Technologies	$6,694.20	$6,381.38	D. Kom	AM

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purchasing Contact (Buyer)
Electric Services	Emergency Generation System for the Power Plant	1	$310,670.00	Van Maanen Electric, Inc.	$0.00	$22,508.54	D. Kom	AM
Public Works	FY2025-26 Collector Street (Bloomington Rd)	2	$896,852.24	Manatts, Inc.	$4,500.00	$-($1,707.15)	J. Clausen	KS

Item No. 4

MEMO

To: Mayor & City Council

From: City Clerk's Office

Date: August 11, 2026

Subject: Approval of Minutes

Attached for the City Council's review are the minutes from the Regular City Council Meeting on July 28, 2026.

ATTACHMENT(S):
C26-0728 Summary.pdf

SUMMARY MINUTES OF THE REGULAR MEETING OF THE AMES CITY COUNCIL

AMES, IOWA **JULY 28, 2026**

The Regular Meeting of the Ames City Council was called to order by Mayor John Haila at 5:59 p.m. on the 28th day of July, 2026, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. Present were Council Members Bronwyn Beatty-Hansen, Gloria Betcher, Tim Gartin, Rachel Junck, and Anita Rollins. Council Member Amber Corrieri joined the meeting electronically. *Ex officio* Trey Anderson was absent.

CHILDCARE FEASIBILITY STUDY PRESENTATION: Story County United Way Community Impact Director Sarah Mansell presented an update on the childcare feasibility study. Findings of the study emphasized that workforce shortages were a major barrier and suggestions included implementing a leadership group across industries to address the challenges.

CONSENT AGENDA: Mayor Haila requested to pull Item No. 10, noting that staff had requested that no action be taken on the item. Council Member Rollins requested to pull Item No. 15.

Moved by Betcher, seconded by Gartin, to approve the Consent Agenda less Item Nos. 10 and 15.

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 Paddy's, 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, Special Class C Retail Alcohol License
    d. Inside Golf, 2801 Grand Avenue Ste 1075, Class C Retail Alcohol License with Catering Privilege, Pending Dramshop Review
    e. Sweet Caroline's, 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 NO. 26-460 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 NO. 26-461 approving waiver of Vending License fee
    e. RESOLUTION NO. 26-462 approving waiver of parking meter fees
12. Request from City of Kelley to withdraw from Resource Recovery System 28E Intergovernmental Agreement
    a. RESOLUTION NO. 26-463 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 NO. 26-464 approving amendment terminating the 28E Intergovernmental Agreement as of July 1, 2026
14. Request from City of Zearing to withdraw from Resource Recovery System 28E Intergovernmental Agreement
    a. RESOLUTION NO. 26-465 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 NO. 26-467 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 NO. 26-468 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 NO. 26-469 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 NO. 26-470 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 NO. 26-471 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 NO. 26-472 awarding contract to Stivers Ford Lincoln, of

Waukee, IA, for two one-ton 4WD dual rear wheel crew cab chassis for Electric Services in the amount of $110,178

21. RESOLUTION NO. 26-473 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 NO. 26-474 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 NO. 26-475 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 NO. 26-476 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 NO. 26-477 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 $ 744,283
    d. RESOLUTION NO. 26-478 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 NO. 26-479 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 $ 4,328,536
    f. RESOLUTION NO. 26-480 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 NO. 26-481 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 NO. 26-482 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 NO. 26-483 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 NO. 26-484 approving Minor Final Plat

26. Dakota Townes Subdivision at 113 North Dakota Avenue
    a. RESOLUTION NO. 26-485 accepting public improvement agreement
    b. RESOLUTION NO. 26-486 approving the Final Plat
27. Story County Low and Moderate Income Housing Support Program Application
    a. RESOLUTION NO. 26-487 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

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

RESOLUTION ACCEPTING THE 2026 CITY BOARDS AND COMMISSION SURVEY RESULTS: Council Member Rollins explained that she pulled the item to allow staff to comment on the survey. Assistant City Manager Pa Vang Goldbeck explained that this was the second year of the survey, which originated from a City Council goal to ensure the community was aware of service opportunities and that multiple perspectives were represented on boards and commissions. Approximately 120 community members who volunteer on boards and commissions were surveyed.

Moved by Gartin, seconded by Betcher, to adopt RESOLUTION NO. 26-466 accepting the 2026 City Boards and Commission Survey Results.
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

PUBLIC FORUM: Mayor Haila opened the Public Forum.

Stephen Veysey addressed the City Council regarding solar energy. He urged the City Council and staff to proactively prepare shovel-ready projects for solar farm development in anticipation of future federal tax incentives for green energy.

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

DATA CENTERS: Assistant City Manager Brian Phillips, alongside Planning and Housing Director Kelly Diekmann, presented an update on data center regulations. He explained that staff had taken the list of 12 items previously presented to the City Council and placed them on a calendar to provide an estimated timeline. Staff also requested direction from the City Council regarding any additional items of interest to be added, as well as the length of the delay for allowing data center development in Ames.

Moved by Beatty-Hansen, seconded by Betcher, to direct staff to research the 12 items on the provided list, with Option IV for Item No. 7 regarding a rezoning process with either a Master Plan or Overlay that allows for a contract rezoning.
Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Beatty-Hansen, seconded by Gartin, to request a memo from Water & Pollution Control staff regarding water quality issues, specifically in relation to water discharged

from data center systems.
Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Beatty-Hansen, seconded by Junck, to direct staff to research if other cities have required that energy be sourced through renewables or credits purchased towards renewables or some other system where companies are asked to help build green infrastructure.
Vote on Motion: 5-1, Gartin dissenting. Motion declared carried.

Moved by Betcher, seconded by Beatty-Hansen, to form a study committee to look at environmental impacts not considered within the previous 12 items, including heat generation and localized temperature increases, and impacts on wildlife, habitats, and human health.
Vote on Motion: 4-2, Corrieri and Gartin dissenting. Motion declared carried.

Moved by Betcher, seconded by Beatty-Hansen, to direct staff report back to the City Council with information regarding possible public benefits of data centers and to direct staff to work with the City Assessor to determine what aspects of data centers generate property tax.
Vote on Motion: 5-1, Corrieri dissenting. Motion declared carried.

Moved by Rollins, seconded by Junck, to direct staff to report back to the City Council with information regarding monitoring and accountability in relation to data centers, specifically what monitoring is possible and what are the enforcement mechanisms.
Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Beatty-Hansen, seconded by Rollins, to direct staff to include in the report information about electric reconnection in the case of an emergency scenario and which users would have power restored first.
Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Betcher, seconded by Junck, to adopt RESOLUTION NO. 26-488 enacting a temporary delay in allowing data center development in Ames until May 1, 2027.
Vote on Motion: 4-2, Corrieri and Gartin dissenting. Resolution declared adopted, signed by the Mayor, and hereby made a portion of these Minutes.

HEARING ON ANNEXATION OF AMES GOLF AND COUNTRY CLUB AND IRONS SUBDIVISION PROPERTIES: Planning and Housing Director Kelly Diekmann presented information regarding the annexation of Ames Golf and Country Club and the Irons Subdivision properties, highlighting a property tax transition incentive with reductions of 75, 50, and 25 percent over three years.

The Public Hearing was opened by Mayor Haila.

Daryle Vegge spoke against the annexation, requesting that the City Council stop the annexation process. He also inquired why the City wanted to annex the area.

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

Council Member Gartin explained that it was not good planning to leave large tracts of land in the path of development unannexed, that property owners in the area would receive City services and thus pay taxes for them, and that the City Council had a duty to the broader community to follow best practices for growth and development.

Moved by Beatty-Hansen, seconded by Betcher, to adopt RESOLUTION NO. 26-489 approving the annexation and a three-year imposition of the transition taxes.
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

HEARING FOR APPROVAL OF 2026-2027 ANNUAL ACTION PLAN FOR THE CITY'S COMMUNITY DEVELOPMENT (CDBG) & HOME PROGRAMS: Housing Coordinator Vanessa Baker-Latimer presented the 2026/2027 Annual Action Plan for the City's Community Development (CDBG) and HOME Programs. She noted the plan had been in development since March, including public input, and was now ready for early submission to the U.S. Department of Housing and Urban Development (HUD).

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

Moved by Gartin, seconded by Betcher, to adopt RESOLUTION NO. 26-490 approving the submittal of 2026-2027 CDBG/HOME Annual Action Plan.
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

HEARING ON 2025/26 LOW POINT DRAINAGE IMPROVEMENTS PROGRAM PROJECT (VARIOUS LOCATIONS): Public Works Director Justin Clausen provided a brief update on the 2025/26 Low Point Drainage Improvements Program, reporting that favorable bids had been received.

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

Moved by Beatty-Hansen, seconded by Gartin, to approve Alternative No. 1:

- Accept the report of bids.
- Adopt RESOLUTION NO. 26-491 approving final plans and specifications and awarding a contract to JC Midwest Services, of St. Charles, IA, in the amount of $174,637.

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

HEARING TO CONSIDER VACATION OF AN EXISTING PUBLIC UTILITY EASEMENT AT DISCOVERY PLACE 2ND ADDITION SUBDIVISION: Director Clausen

was present to answer questions.

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

Moved by Gartin, seconded by Betcher, to adopt RESOLUTION NO. 26-492 approving vacation of existing public utility easement.
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

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: The Public Hearing was opened by Mayor Haila.

Moved by Betcher, seconded by Rollins, to continue the Public Hearing at staff's request to August 11, 2026.
Vote on Motion: 6-0. Motion declared carried unanimously.

APPEAL OF CONDITIONS OF APPROVAL OF A CERTIFICATE OF APPROPRIATENESS FOR 904 KELLOGG AVENUE: Planner Parker Walsh, alongside Director Diekmann, presented information regarding an appeal of conditions of approval of a Certificate of Appropriateness (COA) for 904 Kellogg Avenue. In 2025, the property owner installed a mini-split HVAC system without first obtaining a COA as required for exterior alterations. The Historic Preservation Commission approved the retroactive COA with conditions, one of which required encasing and concealing the exposed supply lines running along the exterior of the house. It was this specific condition that the property owner was appealing.

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

Moved by Betcher, seconded by Rollins, to adopt RESOLUTION NO. 26-493 to deny the appeal of the conditions of approval for a Certificate of Appropriateness for 904 Kellogg Avenue.
Roll Call Vote: 5-1, Gartin dissenting. Resolution declared adopted, signed by the Mayor, and hereby made a portion of these Minutes.

REQUEST TO INITIATE PLAN 2040 LAND USE DESIGNATION AMENDMENT FOR 300 AIRPORT ROAD: Mayor Haila noted that the applicant had requested the item be moved to future agenda.

Moved by Beatty-Hansen, seconded by Rollins, to table the item to the Regular Meeting of the Ames City Council on August 11, 2026.
Vote on Motion: 6-0. Motion declared carried unanimously.

RESOLUTION ACCEPTING EASEMENTS AND APPROVING PURCHASE

AGREEMENTS FOR THE 2024-26 TRAFFIC SYSTEM CAPACITY IMPROVEMENT PROGRAM (13TH & GRAND): Civil Engineer II Mark Gansen, alongside Director Clausen, presented an update on the 13th Street and Grand Avenue intersection project. Engineer Gansen explained that negotiations on property acquisition had been ongoing since November 2025, and that of the 12 easement and acquisition packages remaining, 10 were being presented to the City Council for approval. The other two remained in active negotiations.

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

Moved by Betcher, seconded by Rollins, to adopt RESOLUTION NO. 26-494 accepting easements and approving purchase agreements for the 2024-26 Traffic System Capacity Improvement Program (13th & Grand).
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

AMES MUNICIPAL ENERGY CENTER: Director of Electric Services Donald Kom, alongside Assistant Director of Electric Services Curtis Spence and Finance Director Corey Goodenow, presented the Ames Municipal Energy Center update. Director Kom provided an overview of the project budget and explained that the two contracts before the City Council covered the top line items: the Generator Step-Up (GSU) transformer, and three Reciprocating Internal Combustion Engines (RICE). After recent developments regarding the negotiation of a performance and supply bond, staff was recommending Alternative No. 2.

Mayor Haila tabled the item until later in the meeting to allow staff additional time to determine the exact dollar amounts of the contracts requested to be approved by the City Council.

THE BLUFFS AT 4899 EVEREST AVENUE: Moved by Rollins seconded by Betcher, to pass on third reading and adopt ORDINANCE NO. 4601 Rezoning Ordinance with Master Plan.
Roll Call Vote: 6-0. Motion declared carried unanimously.

Moved by Betcher, seconded by Rollins, to adopt RESOLUTION NO. 26-497 approving Rezoning Agreement.
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

THIRD READING AND ADOPTION OF ORDINANCE NO. 4602 ON ZONING TEXT AMENDMENT MODIFYING THE NORTHEAST GATEWAY OVERLAY DISTRICT (O-GNE) STANDARDS: Moved by Rollins, seconded by Beatty-Hansen, to pass on third reading and adopt ORDINANCE NO. 4602 on 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 eight items for consideration. The first item was a letter regarding mowing at 1706 Amherst Drive from John Schuh.

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

A request for investigation and action regarding the July 4 storm drain failure on Nixon Avenue from Ann Shuey was the second item.

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

The third item was from Craig Sackett regarding safety concerns for the road curve located by Stonehaven Apartments.

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

A proposal regarding the Lightedge Development Project from Mike McDaniel was the fourth item. This item was noted to be for information only.

The fifth item was a concern from Mike Frisk regarding flooding in North Ames.

Moved by Beatty-Hansen, seconded by Corrieri, to include this item in the formerly requested memo from Public Works staff.
Vote on Motion: 6-0. Motion declared carried unanimously.

A request to waive the requirement for rural subdivision covenants for a Plat of Survey at 3500 360th Street from Erin Ollendike was the sixth item.

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

The seventh item was a request for golf cart use for fraternities and sororities from ISU Interfraternity Council.

Moved by Beatty-Hansen, seconded by Rollins, to request a memo from the Chief of Police and Risk Manager.
Vote on Motion: 6-0. Motion declared carried unanimously.

A memo regarding Senate File 2378 from City Attorney Lambert was the final item.

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

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

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

AMES MUNICIPAL ENERGY CENTER (CONTINUED): Director Kom, alongside Assistant Director Spence and Director Goodenow, presented the finalized contract amounts for the GSU transformer and three RICE units.

Moved by Beatty-Hansen, seconded by Rollins, to adopt RESOLUTION NO. 26-495 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 $2,470,416, inclusive of all applicable taxes.
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

Moved by Gartin, seconded by Junck, to adopt RESOLUTION NO. 26-496 awarding contract to Wartsila North America, Inc., of Houston, TX, for three 18V50DF engines and auxiliary equipment, in the amount of $76,789,739.52, inclusive of all applicable taxes, tariffs, and performance and supply bond (subject to currency conversion rate).
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 8:36 p.m.
Vote on Motion: 6-0. Motion declared carried unanimously.

_____ _____
Taylor Swanson, Deputy City Clerk John A. Haila, Mayor

_____
Renee Hall, City Clerk

Item No. 5

MEMO

To: Mayor and City Council

From: Taylor Swanson, Deputy City Clerk

Date: August 11, 2026

Subject: New 5-Day (September 5-9, 2026) Special Class C Retail Alcohol License with Outdoor Service - Hy-Vee #2, 1407 University Boulevard

Please see the attached documentation for a motion approving new 5-Day (September 5-9, 2026) Special Class C Retail Alcohol License with Outdoor Service - Hy-Vee #2, 1407 University Boulevard.

ATTACHMENT(S):
2026 0905-0909 Application.pdf

CLASS "C" 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 #2

Premises Address: 1407 UNIVERSITY BLVD AMES IA 50011-3101

Premises Type: Special Event

Number of Floors: 1

Control of Premises: Other Other control description: Special Event

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

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

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

License Information

Effective Date: 05-Sep-2026

Length of License Requested: 5 days

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:

Closed off/fenced area off Reiman Gardens for both events. Tickets and invitations needed.

Endorsements

Local Authority: City of Ames

Dramshop Company: EMPLOYERS MUTUAL CASUALTY COMPANY

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	WIESE, AARON	SSN	***-**-6741	30-Dec-1976		4840 159TH STREET URBANDALE IA 50323	0.00
Individual	SCHROEDER, ANDREW	SSN	***-**-7701	11-Jan-1974		5764 CHATHAM CIRCLE JOHNSTON IA 50131	0.00
Individual	ALLEN, NATHAN	SSN	***-**-8432	09-Jul-1980		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: (515) 695-3540

Email Address: knylen@hy-vee.com

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

Attestation Information

Attestation Name: ANDREW SCHROEDER

Attestation Date: 24-Jul-2026

Item No. 6

MEMO

To: Mayor and City Council

From: Taylor Swanson, Deputy City Clerk

Date: August 11, 2026

Subject: New 5-Day (September 8-12) Special Class C Retail Alcohol License with Outdoor Service - Apres Bar Co, 1930 E 13th Street

Please see the attached documentation for a motion approving new 5-Day (September 8-12, 2026) Special Class C Retail Alcohol License with Outdoor Service - Apres Bar Co, 1930 E 13th Street.

ATTACHMENT(S):
2026 0908-0912 Application.pdf

CLASS "C" RETAIL ALCOHOL LICENSE APPLICATION

Business Information

Name of Legal Entity: APRES BAR CO LLC

FEIN: XX-XXX5156

Business Type: Limited Liability Company

This business is registered with the Secretary of State.

Business Number of Secretary of State: 660528

Premises Information

Premises DBA: ZYLSTRA

Premises Address: 1930 E 13TH ST AMES IA 50010-5627

Premises Type: Special Event

Number of Floors: 1

Control of Premises: Other

Other control description: Hired to provide bar services for an event

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

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

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

License Information

Effective Date: 08-Sep-2026

Length of License Requested: 5 days

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:

Designated area of the parking lot

Endorsements

Local Authority: City of Ames

Dramshop Company: ILLINOIS CASUALTY CO

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	HARRINGTON, JILLIAN	SSN	***-**-4583	21-Aug-1990		3408 CLARKE ST NORWALK IA 50211-9386	100.00

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?
No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.
No

Criminal Violations

Contact Information

Contact Name: JILLIAN HARRINGTON

Phone Number: (515) 779-0044

Email Address: admin@apresbarco.com

Address: 3408 CLARKE ST NORWALK IA 50211-9386

Attestation Information

Attestation Name: JILLIAN HARRINGTON

Attestation Date: 29-Jul-2026

Item No. 7

MEMO

To: Mayor and City Council

From: Taylor Swanson, Deputy City Clerk

Date: August 11, 2026

Subject: New 5-Day (September 19-23, 2026) Special Class C Retail Alcohol License with Outdoor Service - Hy-Vee #2, 1407 University Boulevard

Please see the attached documentation for a motion approving new 5-Day (September 19-23, 2026) Special Class C Retail Alcohol License with Outdoor Service - Hy-Vee #2, 1407 University Boulevard.

ATTACHMENT(S):
2026 0919-0923 Application.pdf

SPECIAL CLASS "C" 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 #2

Premises Address: 1407 UNIVERSITY BLVD AMES IA 50011-3101

Premises Type: Special Event

Number of Floors: 1

Control of Premises: Other Other control description: Special Event

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

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

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

License Information

Effective Date: 19-Sep-2026

Length of License Requested: 5 days

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:

Tailgating party at Rieman Gardens - Fenced in outdoor area available.

Endorsements

Local Authority: City of Ames

Dramshop Company: EMPLOYERS MUTUAL CASUALTY COMPANY

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	WIESE, AARON	SSN	***-**-6741	30-Dec-1976		4840 159TH STREET URBANDALE IA 50323	0.00
Individual	SCHROEDER, ANDREW	SSN	***-**-7701	11-Jan-1974		5764 CHATHAM CIRCLE JOHNSTON IA 50131	0.00
Individual	ALLEN, NATHAN	SSN	***-**-8432	09-Jul-1980		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

Item No. 8

MEMO

To: Mayor & City Council

From: Taylor Swanson, Deputy City Clerk

Date: August 11, 2026

Subject: New Class E Retail Alcohol License - Kwik Star #1768, 1420 South Grand Avenue, Pending Favorable Inspection

Please see attached documentation for a new Class E Retail Alcohol License - Kwik Star #1768, 1420 South Grand Avenue, Pending Favorable Inspection.

ATTACHMENT(S):
Kwik Star #1768 - Alcohol License Application.pdf

CLASS "E" RETAIL ALCOHOL LICENSE APPLICATION

Business Information

Name of Legal Entity: KWIK TRIP INC

FEIN: XX-XXX6365

Business Type: Corporation

This business is registered with the Secretary of State.

Business Number of Secretary of State: 106706

Premises Information

Premises DBA: KWIK STAR #1768

Premises Address: 1420 S. GRAND AVE AMES IA 50010

Premises Type: Convenience Store

Number of Floors: 1

Control of Premises: Own

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.
5500

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?
Yes

License Information

Effective Date: 10-Aug-2026

Length of License Requested: 12MONTH

Endorsements

Local Authority: City of Ames

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	ZIETLOW, SCOTT	SSN	***-**-0467	14-Dec-1957	(608) 793-4741	1301 7TH ST SW ROCHESTER MN 55902-2045	100.00
Individual	REINHART, THOMAS	SSN	***-**-9524	15-Feb-1954	(608) 793-4741	504 COUNTRY CLUB LN ONALASKA WI 54650-8797	0.00
Individual	WAGNER, DAVID	SSN	***-**-9428	05-Oct-1965	(608) 793-4741	W4460 OBER RD STODDARD WI 54658-9757	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: MARANDA OLIVER

Phone Number: (608) 793-4741

Email Address: moliver@kwiktrip.com

Address: 1626 OAK ST LA CROSSE WI 54603-2308

Bond

Do you want to add a bond for this permit?
Yes

Bond Policy Number: 268022427

Issued Date: 18-Jun-2026

Select the Bond Company you are using. If you do not see your company, check the 'The bond company I'm using is not listed' box and you will be prompted to enter the company information in the next step.
LIBERTYMUTINS

Premises Hours

Is the premises open 24/7?
Yes

Store Hours Description:
24/7

Deliveries Hours

Are deliveries able to be received 24/7?
Yes

Delivery Hours Description:
24/7

Automatic Renewal Enrollment

Do you wish to enroll in the Automatic Renewal Program at this time?
No

Attestation Information

Attestation Name: SCOTT ZIETLOW

Attestation Date: 30-Jun-2026

Item No. 9

MEMO

To: Mayor & City Council

From: Taylor Swanson, Deputy City Clerk

Date: August 11, 2026

Subject: New Class E Retail Alcohol License - Kwik Star #1770, 1114 South Dakota Avenue, Pending Favorable Inspection

Please see attached documentation for a new Class E Retail Alcohol License - Kwik Star #1770, 1114 South Dakota Avenue, Pending Favorable Inspection.

ATTACHMENT(S):
Kwik Star #1770 - Alcohol License Application.pdf

CLASS "E" RETAIL ALCOHOL LICENSE APPLICATION

Business Information

Name of Legal Entity: KWIK TRIP INC

FEIN: XX-XXX6365

Business Type: Corporation

This business is registered with the Secretary of State.

Business Number of Secretary of State: 106706

Premises Information

Premises DBA: KWIK STAR 1770

Premises Address: 1114 SOUTH DAKOTA AVE AMES IA 50014-7978

Premises Type: Convenience Store

Number of Floors: 1

Control of Premises: Own

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.
5500

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?
Yes

License Information

Effective Date: 08-Sep-2026

Length of License Requested: 12MONTH

Endorsements

Local Authority: City of Ames

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	ZIETLOW, SCOTT	SSN	***-**-0467	14-Dec-1957	(608) 793-4741	1301 7TH ST SW ROCHESTER MN 55902-2045	100.00
Individual	REINHART, THOMAS	SSN	***-**-9524	15-Feb-1954	(608) 793-4741	504 COUNTRY CLUB LN ONALASKA WI 54650-8797	0.00
Individual	WAGNER, DAVID	SSN	***-**-9428	05-Oct-1965	(608) 793-4741	W4460 OBER RD STODDARD WI 54658-9757	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: MARANDA OLIVER

Phone Number: (608) 793-4741

Email Address: moliver@kwiktrip.com

Address: 1626 OAK ST LA CROSSE WI 54603-2308

Bond

Do you want to add a bond for this permit?
Yes

Bond Policy Number: 268022430

Issued Date: 18-Jun-2026

Select the Bond Company you are using. If you do not see your company, check the 'The bond company I'm using is not listed' box and you will be prompted to enter the company information in the next step.
LIBERTYMUTINS

Premises Hours

Is the premises open 24/7?
Yes

Store Hours Description:
24/7

Deliveries Hours

Are deliveries able to be received 24/7?
Yes

Delivery Hours Description:
24/7

Automatic Renewal Enrollment

Do you wish to enroll in the Automatic Renewal Program at this time?
No

Attestation Information

Attestation Name: SCOTT ZIETLOW

Attestation Date: 30-Jun-2026

Item No. 10

MEMO

To: Mayor John Haila and Ames City Council Members

From: Major Jason Tuttle, Ames Police Department

Date: August 11, 2026

Subject: Alcohol License Renewals

The following licenses are eligible for renewal:

a. Heartland of Story County, 205 S Walnut Avenue, Special Class C Retail Alcohol License with Outdoor Service
b. Kwik Stop Liquor & Groceries, 125 6th Street, Class E Retail Alcohol License
c. The Recipe, 412 Burnett Avenue Ste B, Class C Retail Alcohol License
d. The Mucky Duck, 3100 S Duff Avenue, Class C Retail Alcohol License with Catering Privilege and Outdoor Service
e. El Azteca, 2120 Isaac Newton Drive, Class C Retail Alcohol License with Outdoor Service

A review of police records for the past 12 months found no liquor law violations for these businesses. **Therefore, the Police Department recommends license renewal for these businesses.**

ITEM #:	**11**
DATE:	**08-11-26**
DEPT:	**CMO**

COUNCIL ACTION FORM

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

BACKGROUND:

Each year the Analysis of Social Services Evaluation Team (ASSET) Administrative Team and volunteers review the ASSET Policies and Procedures and provide any updates or revisions as needed. The Board recently did so at a special meeting held on August 5, 2026. **They voted to approve the attached revised ASSET Policies and Procedures. The attachment shows the proposed changes from the 2025 Policies and Procedures. In summary, the revisions to the ASSET Policies and Procedures for 2026 are primarily language clarifications and can be found on the following pages: 5, 6, 9, and 11.**

Once approved by the ASSET Board, the revised document must be approved by the governing body of each funder. Therefore, this item is now before Council for consideration. If the City Council approves this updated version, a clean copy of the Policies and Procedures will be posted to the ASSET website once accepted by all ASSET Funders.

ALTERNATIVES:

1. Approve the recommended revisions to the ASSET Policies and Procedures.

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

CITY MANAGER'S RECOMMENDED ACTION:

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

ATTACHMENT(S):
ASSET Policies and Procedures Revisions 2026.pdf

ASSET

POLICIES & PROCEDURES

July 2026~~5~~

www.storycountyasset.org

Sponsoring Organizations:

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

TABLE OF CONTENTS

I.	Purpose	3
II.	Sponsoring Organizations	3
III.	Team Structure	3
IV.	Termination	3
V.	Tenure of Members	4
VI.	Officers	4
VII.	ASSET Operations	5
VIII.	Administrative Team Operations	5
IX.	Committees	6
X.	Duties and Responsibilities of ASSET	6
XI.	Agency Participation	7
XII.	Funding Process	8
XIII.	Planning Process	10
XIV.	Changes in Service	10
XV.	Funding Appeal Process	11
XVI.	Amendments to Policies/procedures	11
Appendix A –ASSET Agency Participation Criteria		12
Appendix B – Conflict of Interest		13

2

POLICIES AND PROCEDURES FOR ASSET

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

I. PURPOSE

A. To promote coordination of human services planning and funding among the sponsoring organizations.

B. To assess the human services needs in Story County and evaluate the capabilities of agencies to provide the programs that meet those needs.

C. To provide funding recommendations to the governing bodies of the sponsoring organizations.

II. SPONSORING ORGANIZATIONS

A. Ames City Council (City)

B. Story County Board of Supervisors (County)

C. United Way of Story County (UWSC)

D. ISU Student Government

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

III. TEAM STRUCTURE

A. The City, County, and UWSC shall each appoint six (6) Vvolunteers and ISU Student Government will appoint four (4) Volunteers, as voting members of the board (Volunteers).

B. The City, County, UWSC, and ISU Student Government shall each appoint one staff person. The staff appointees shall be non-voting board members at ASSET Board meetings but are voting members at ASSET Admin Team meetings (Staff).

C. The Administrative Assistant shall be a contract position paid jointly by the Funders through a 28E Agreement and shall be a non-voting participant.

D. The Community Impact Director is an employee of United Way of Story County and manages Clear Impact Scorecard, the outcome measurement database used by agencies in the ASSET process to track and report service outcomes. The role shall be a non-voting participant on the Administrative Team and ASSET Board.

3

IV. TERMINATION

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

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

V. TENURE OF MEMBERS

A. The term of Volunteers shall be three (3) years. ASSET recognizes that ISU Student Government appointees may not be able to serve three-year terms.

B. The terms of Staff shall be continuous until terminated by the appointing Funder.

C. An unexpired term of a Volunteer shall be filled by the Funder that appointed that Volunteer.

D. No Volunteer may serve more than three (3) consecutive full terms, except the Past Chair, Chair and Vice Chair may serve longer to fulfill the duties of their offices.

E. If a Volunteer is appointed to fill the remainder of an unexpired term, the newly appointed Volunteer is eligible to serve a maximum of ten consecutive years unless conditions delineated in paragraph D above apply.

F. If a Volunteer accumulates three consecutive unexcused absences in any one ASSET year (April through March), or otherwise fails to fulfill their responsibilities, the Funder may appoint a replacement Volunteer. An unexcused absence is defined as when a Volunteer does not notify their Funder representative and/or the Administrative Assistant about being absent. Notifying the Administrative Assistant is the preferred method.

G. All Volunteers and Staff are required to sign Conflict-of-Interest and Confidentiality forms annually. (Appendix B).

VI. OFFICERS

A. Officers shall be Chair, Vice Chair, Past Chair, and Treasurer, each of whom shall be elected for a one-year term by a quorum of the Volunteers.

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B. Staff members are ineligible to hold an office.

C. A Chair may not hold that office for more than two consecutive one-year terms.

D. A vacancy in any office shall be filled by a majority vote of a quorum of the Volunteers for the unexpired portion of the term, except for the position of past chair, which would remain vacant should that Volunteer leave the ASSET process.

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

VII. ASSET OPERATIONS

A. Regular meetings of ASSET shall be held in accordance with Iowa's Open Meetings law and may be conducted in person, virtually or in a hybrid fashion. If circumstances warrant it, a meeting of ASSET may be canceled by the Administrative Team or Funder Staff. An announcement of meeting cancellation will be posted, and notice sent to members and participating agencies as soon as possible under the circumstances.

B. Unless otherwise specified, meetings shall be conducted according to Robert's Rules of Order. However, technical or non-substantive departures from these rules shall not invalidate any action taken at a meeting.

C. Agendas will be posted at Ames City Hall and the ASSET website (http://www.storycountyasset.org) at least ~~three days~~24-hours prior to the meeting, and notification sent electronically to each ASSET member and participating Agency.

D. A quorum shall consist of one-half plus one of the currently appointed Volunteers. A majority vote of the quorum present shall constitute a decision of ASSET. In the event a quorum is not present, ASSET business may be conducted by a simple majority vote of those present, if at least one voting member from each Funder is represented. Exceptions to this include decisions for funding recommendations or changes to the Policies and Procedures, or anything that requires Funder approval.

E. The Chair may vote on all business that comes before ASSET and shall be included as part of the quorum.

F. Special meetings may be called by the Chair or by petition of one-fourth of the Volunteers with not less than five days' written notice to the Volunteers and Staff by email or regular mail.

G. Minutes of ASSET meetings shall be recorded and distributed to Staff, Volunteers, and Agencies, by posting on the ASSET website (http://www.storycountyasset.org). Minutes shall be made public in accordance with the Iowa Open Records law.

H. ASSET records will be retained for at least five years. This includes budget books, Administrative Team meeting agendas and minutes, ASSET Board meeting agendas

and minutes, agency audits and form 990s, agency applications, agency requests for new/expanded services, and other agency correspondence.

VIII. ADMINISTRATIVE TEAM OPERATIONS

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

B. The Administrative Team will meet prior to regular ASSET meetings. If there are no significant pending actions, an Administrative Team meeting may be canceled by the Chair, ~~or~~ Vice Chair, or Funder Staff.

C. All members of the Administrative Team shall be voting members on Administrative Team business, including staff members, except the ASSET Administrative Assistant and the UWSC Community Impact Director.

D. A quorum shall consist of more than half of the existing Administrative Team members. A quorum shall include at least one Volunteer. A majority vote of the quorum present shall constitute a decision of the Administrative Team.

E. Minutes of the Administrative Team and ASSET shall be recorded and distributed to all Staff, Volunteers, and Agencies, by posting on the ASSET website (http://www.storycountyasset.org). Minutes shall be made public in accordance with the Iowa Open Records law.

IX. COMMITTEES

A. Staff and committees shall have substantial responsibility for the operation of ASSET and for assisting the Volunteers. Committees may be established as follows:

a. The Administrative Team may form committees to identify issues, perform studies, and bring recommendations to ASSET.

b. ASSET may request committees to identify issues, perform studies, and bring recommendations to ASSET. Committee members may be appointed by the ASSET Chair.

c. A Funder may request formation of a committee and make recommendations to ASSET with respect to membership on such committee. The ASSET Chair may appoint the committee members.

X. DUTIES AND RESPONSIBILITIES OF ASSET

A. To make annual allocation recommendations to the Funders for services provided by participating agencies. The recommendations shall be consistent with instructions and priorities received from the Funders:

B. To set a timetable each year for the funding recommendation process;

C. To organize hearings for agency presentations regarding their proposed budgets and program plans;

D. To review services and code definitions as assigned to agencies for use in the budget and billing process;

E. To develop and maintain an index of services offered in Story County (This index will be located in the ASSET Reference Manual for Volunteers and Agencies.);

F. To meet with the Funders at least twice yearly (usually in January and September). At these meetings, each Funder has one vote. A majority of Funders present constitutes quorum;

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

XI. AGENCY PARTICIPATION

All Agency Requirements

A. ASSET will annually review agencies and services, through the agency visit and budget process.

B. Agencies shall annually provide comparative financial reports in accordance with Generally Accepted Accounting Practices (GAAP). Reports shall be submitted within six months after the close of the Agency's fiscal year. Reports will meet the following guidelines:

C. Agencies with an annual budget below $250,000 must, at least, submit an electronic copy of IRS Form 990 and a balance sheet prepared externally and independently to the ASSET Administrative Assistant.

D. Agencies with an annual budget of $250,000 or more must submit an electronic copy of their full comparative audit and an electronic copy of their IRS Form 990 to the ASSET Administrative Assistant.

E. Any agency may request to be placed on the ASSET or Administrative Team's agenda by contacting the Administrative Assistant via email at storycountyasset@gmail.com

Commented [SK1]: Are we changing this? If so, to what amount--$400,000, 500,000, $600,000? On what should we base the change, and how which organizations would this affect?

Commented [AT2R1]: I am aware of no votes or decisions to change this.

New Agency Application Process

A. Agencies seeking funding eligibility must be serving clients within the geographic area of Story County and shall submit a letter of intent to the ASSET Administrative Team by the due date stated in the ASSET calendar. Agencies must meet the criteria outlined in the Application for ASSET Agency Participation (Appendix A). The application form can be found under the "Forms and Resources" tab on the ASSET website located at www.storycountyasset.org.

B. Agencies shall complete required forms, and present verification of the stated criteria. All application documents shall be submitted to the ASSET Administrative Assistant to distribute to the ASSET Administrative Team.

C. The ASSET Administrative Team shall ensure that the forms are complete and make recommendation(s) to the Volunteers. The Volunteers will then approve or reject the recommendation(s) for an agency to become an ASSET agency.

D. A written notification shall be sent to the Agency, stating its acceptance or the reason it was not accepted.

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

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

Non-Participating Agencies

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

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

XII. FUNDING PROCESS

A. Each Agency service requesting funding shall be assigned to one or more of the three focus areas (Education, Financial Stability, or Health). An agency may have programs assigned to more than one focus area.

B. Each Volunteer shall be assigned to one focus area and assigned one to two agencies as a Liaison. Volunteers shall familiarize themselves with services within their assigned focus area.

C. The Administrative Team shall prepare the appropriate budget and reporting forms for the agencies to complete and make the forms available via the ASSET website.

D. Agencies must submit completed budget and reporting forms to ASSET for all approved services by the date stated in the yearly ASSET calendar. Budgets must be completed as instructed. Failure to submit a completed budget by the deadline may result in not being considered for funding (e.g., budget requests submitted after the deadline in calendar year 2023 may not be considered for FY25 funding).

E. Corrections to the Agency budget must be submitted by the deadline, unless otherwise granted an extension by the ASSET Administrative Team.

F. Agencies must timely email Board of Directors meeting minutes to the ASSET Admin Assistant at storycountyasset@gmail.com.

The Administrative Team shall conduct an Agency training session on the date stated in the yearly ASSET calendar. Agency attendance at this meeting is required. Funding recommendations may be impacted negatively for any agency that does not participate in this mandatory training.

G. Volunteers shall schedule and conduct Liaison visits to individual agencies during the time specified on the ASSET calendar. As part of the review process ASSET Volunteers will be asked to attend an Agency or board meeting as outlined in the ASSET Reference Manual. Volunteers will also write a report of the visit using the template provided on the ASSET website.

H. Hearings for agencies shall be conducted each year as scheduled on the ASSET calendar. Agency participation in the hearings is mandatory. Funding recommendations may be impacted negatively for any agency that does not participate in the mandatory hearings.

I. Recommendations for allocations shall be made by ASSET to the Funders after the hearings and work sessions are completed and approved by the ASSET Board. Hearings and work sessions are public meetings. Agendas will be drafted and posted, and minutes taken for each in accordance with Iowa Code Chapter 21.

J. Funding recommendations will be posted on the ASSET website by the date stated on the ASSET calendar and agencies will be notified via email by the Administrative Assistant that recommendations are available.

K. If any Agency does not provide the required information, or provides information that is inadequate, incorrect, or not timely, ASSET shall make a report to the Funders that procedures were not followed and may recommend that funding be reduced, sequestered, or not allocated.

L. ASSET agencies will collaborate and partner to provide services. The ASSET Administrative Team shall make a report to Funders if an agency does not make adequate efforts to coordinate services or respond to requests for information.

9

XIII. PLANNING PROCESS

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

A. Participating in studies and developing strategies that enhance the delivery of human services within the county;

B. Collecting and evaluating facts that provide valid data for decisions on program needs and effectiveness of current delivery;

C. Evaluate the need for new or modified services and/or duplication of services;

D. Promote and encourage collaboration among agencies for efficiencies;

E. Review agency updates and reports on services as documented through Clear Impact Scorecard and other reporting documents.

XIV. CHANGES IN SERVICES

New or Expanded Services

A. Any ASSET Agency, providing services to Story County clients, that wishes to add new or expanded services, will report this information to the ASSET Administrative Team by completing and submitting the "Notification of New or Expanded Service" form by the date stated in the ASSET calendar. The Notification of New or Expanded Service form can be found under the "Forms and Resources" tab on the ASSET website located at www.storycountyasset.org.

B. The need for new or expanded services shall be identified and aligned with the Funder's priorities and the priority areas from the most recent Story County Community Needs Assessment. Service changes should include increases in services beyond the normal expected growth, new or different services that impact staffing, or services that result in new clientele.

C. The Administrative Team will review the information and determine if the service(s) meets criteria to be included in the ASSET funding process. The Administrative Team will inform the ASSET Board of the new/expanded service(s). This review and informing ASSET are not a commitment to funding. If ASSET requests additional information, a committee of Volunteers may be appointed to gather more information and report its finding to ASSET for further review.

Modifying Services

A. If an Agency modifies a service during the funding year, written notification must be given to Funders under contract 30 days prior to implementing changes. Each Funder

will determine if funding should discontinue, or the modifications are acceptable and continue to fund.

Reducing or Discontinuing Services

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

Returning Services

A. An Agency requesting funding through ASSET for a service that had been previously funded by one or more Funders, and the last time the service was funded through ASSET was one or more funding cycles ago will need to complete a Notification of New, Expanded, or Returning Service form and submit it by the date stated on the ASSET calendar. The Notification of Returning Service form can be found under the "Forms and Resources" tab on the ASSET website www.storycountyasset.org

B. The need for the Returning Service shall be identified as well as an explanation of why funding through ASSET was discontinued or no longer pursued. The need should align with the Funders' priorities and the priority areas from the most recent Story County Community Needs Assessment.

C. The Administrative Team will review the information and determine if the service(s) meets criteria to be included in the next available ASSET funding cycle. The Administrative Team will inform the ASSET Board of the Returning Service request. This review and informing ASSET is not a commitment to funding. If ASSET requests additional information, a committee of Volunteers may be appointed to gather more information and report its findings to ASSET for further review.

Commented [PG3]: We don't have this form on our website

Commented [SK4R3]: Jess, could you rename the Notice of New/Expanded Service link to Notification of New, Expanded, or Returning Service?

XV. FUNDING APPEAL PROCESS

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

XVI. AMENDMENTS TO POLICIES AND PROCEDURES

A. These Policies and Procedures shall be reviewed annually prior to the May ASSET Board meeting.

B. Amendments to the Policies and Procedures may be proposed by a Volunteer, a Staff member, or a Funder.

C. A proposed amendment shall require a majority vote of quorum of the ASSET Board to recommend such amendment to the Funders.

11

APPENDIX A

Commented [SK5]: Ensure this starts on a separate page.

ASSET
(Analysis of Social Service Evaluation Team)

CRITERIA FOR FUNDING ELIGIBILITY

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

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

A. The agency must be a non-profit corporation or chartered as a local unit of a non-profit corporation that has an IRS section 501(c)(3) status or local, state, or federal government agency (i.e., formed by a 28E Agreement) that has a presence within and serves the people of the State of Iowa.
B. The agency must have articles of incorporation, bylaws, or other documents, which clearly define its purposes and function.
C. The agency must have an Equal Opportunity Policy that has been approved by its Board of Directors.
D. The agency must have been incorporated and actively providing the service(s) it is requesting funding for at least one year at the time of the application.
E. The agency must maintain in its budget and services a demarcation between any religious and other programs so that ASSET does not financially support religious purposes.
F. The agency must demonstrate need and community support for the proposed service through letters of support, need assessments, or other documentation.
G. The agency shall be governed by a Board of Directors or Advisory Board who serve without compensation and who approve and oversee the implementation of the budget and policies of the agency.
H. Agencies that offer the following services shall not be eligible for funding from ASSET Funders:
    1. Agencies that are primarily political in nature.
    2. Agencies that provide services limited to the members of a particular religious group.
    3. Agencies that exist solely for the presentation of cultural, artistic, or recreational programs.
    4. Basic educational program services to be considered the mandated responsibility of the public education system.

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

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

APPENDIX B – FORMS

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

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

1. The policy will be adopted yearly at the first regularly scheduled board meeting following the start of the fiscal year. Each board member is to review and sign the policy at the first board meeting prior to voting on any matters before the board (if applicable).

2. A new voting board member/staff person will be required to review and sign the policy prior to voting as a board member (if applicable) at the beginning of their term and/or the first meeting of the fiscal year.

3. It is the duty of a voting board member/staff person to disclose a conflict of interest to the full board when a conflict arises. Disclosure may be made at any time to the ASSET Administrative Team; hereinafter referred to as "the Team", who shall then notify the full Board. A record of the conflict of interest shall be made at the first regularly scheduled board meeting following disclosure.

4. A conflict of interest is defined in chapter 68B, Iowa Code. The Iowa Code defines conflict of interest as that which evidences an advantage or pecuniary benefit for the member and/or their immediate family not available to others similarly situated. A violation for a conflict of interest is punishable by both civil and criminal penalties in the State of Iowa.

5. A "potential" conflict of interest is defined herein. A potential conflict of interest is when a voting board member/staff person has reason to believe there may be a conflict of interest. This potential conflict shall be disclosed in the same manner as a conflict. If, in the opinion of the Team, the circumstances meet the definition of a conflict of interest the matter shall then be disclosed to the full board and a record shall be made at the next regular meeting.

6. A voting board member/staff person with a conflict of interest shall not vote or use their personal influence with any board member on the matter in conflict.

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

Date: _____ Print Name: _____

Signature: _____

13

Story County ASSET
Confidentiality Agreement

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

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

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

Agreement

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

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

Confidential Information includes, but is not limited to:

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

Non-Confidential Information

This agreement shall not apply to any information that:

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

Date:
Name:
Signature:

Item No. 12

MEMO

To: Mayor & City Council

From: Donald E. Kom, Director of Electric Services

Date: August 11, 2026

Subject: Amend Name of Contract Awardee

On July 28, 2026, City Council awarded a contract to Cahoon Sales Inc, of Iowa City, IA, for the purchase of the Generator Step-Up (GSU) Transformer for Ames Municipal Energy Center. Cahoon Sales has requested that the purchase order be made out to the manufacturer, GE Prolec Transformers, Inc., of Shreveport, LA.

ITEM #:	**13**
DATE:	**08-11-26**
DEPT:	**FIN**

COUNCIL ACTION FORM

SUBJECT: SALE OF GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2026C, AND AUTHORIZING PRELIMINARY OFFICIAL STATEMENT

BACKGROUND:

The FY 2026/27 Budget includes General Obligation (G.O.) Bond-funded capital improvement projects totaling $45,614,351. In addition, the City intends to borrow $589,725 to reimburse itself for eligible development costs incurred in FY 2025/26 for the Fire Station #2 Relocation Project. **Together, these amounts result in total anticipated borrowing of $46,204,076.**

The proposed bond issuance is currently structured with a par amount of $44,320,000 and an estimated bond premium of $1,884,076, providing total proceeds of $46,204,076.

While the City's annual G.O. Bond issuance traditionally finances projects such as street improvements, shared-use paths, airport improvements, and parks and recreation projects, this year's issuance is significantly larger due to the inclusion of the Fire Station #2 Relocation Project and construction of the Resource Recovery and Recycling Campus (R3C).

Authorization for the projects included in the issuance is summarized below:

- **Annual Capital Improvements Program (CIP)** – On March 24, 2026, as part of the City's budgeting process, the City Council authorized G.O. Bond funding to support street and traffic improvements, as well as airside and entryway improvements at the James Herman Banning Ames Municipal Airport in an amount not to exceed $17,375,000.

- **Fire Station #2 Relocation** – On November 4, 2025, voters approved a public referendum authorizing up to $10,500,000 in G.O. Bond funding to relocate Fire Station #2 from Welch Avenue to a new site along State Avenue.

- **Resource Recovery and Recycling Campus (R3C)** – On May 26, 2026, the City Council authorized $24,000,000 in borrowing for construction of the R3C campus. The original financing plan contemplated the issuance of short-term bond anticipation notes. However, the lowest-cost financing proposal received exceeded the anticipated interest rate. Staff, therefore, recommended incorporating the required borrowing into the City's annual G.O. Bond issuance.

To proceed with the bond issuance, the City Council must approve the Preliminary Official Statement, which provides financial and other required disclosures to prospective investors and is on file in the City Clerk's Office. The Council must also establish the bond sale date, recommended for August 25, 2026, and authorize the use of electronic bidding. Electronic

bidding is permitted under Iowa law and provides for a secure and competitive bond sale process.

The projects and costs to be financed through the issuance are summarized below:

Asphalt Street Pavement Improvements	$2,340,000
Arterial Street Pavement Improvements	1,260,000
CyRide Route Pavement Improvements	3,800,000
Concrete Pavement Improvements	3,300,000
Seal Coat Street Pavement Improvements	900,000
Collector Street Pavement Improvements	2,800,000
Freel Drive Paving	975,000
Intelligent Transportation System	178,756
Airport Airside Improvements	623,250
Airport Entryway Improvements	140,000
Total CIP	**$16,317,006**
FY 2025/26 Fire Station #2 Relocation	$589,725
FY 2026/27 Fire Station #2 Relocation	6,680,955
Total Fire Station #2 Relocation	**$7,270,680**
R3C Construction (abated by Resource Recovery)	**$22,000,000**
Total Project Funding	**$45,587,686**
Cost of Issuance and Rounding	616,390
Total Proceeds	**$46,204,076**

As noted above, the $46,204,076 in total proceeds is currently estimated to consist of $44,320,000 in par value and $1,884,076 in bond premium. A bond premium occurs when investors pay more than the face value of the bonds because the interest rate paid on the bonds is higher than the market rate at the time of sale. The final amounts of par value and premium will be determined when bids are received on August 25, 2026, however, the combined amount is expected to provide the $46,204,076 necessary to fund the projects and issuance costs identified above.

Finally, the required public hearings have already been completed, and the proposed issuance complies with the City's debt management policy and applicable statutory requirements governing municipal debt.

ALTERNATIVES:

1. Adopt a resolution approving the Preliminary Official Statement for General Obligation Corporate Purpose Bonds, Series 2026C, setting the date of sale for August 25, 2026, and authorize electronic bidding for the sale.

2. Refer the Official Statement back to City staff for modifications.

CITY MANAGER'S RECOMMENDED ACTION:

Issuance of these bonds is necessary to provide funding for the City's approved Capital Improvements Plan, the Fire Station #2 Relocation Project, and construction of the Resource Recovery and Recycling Campus (R3C). Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as stated above.

ATTACHMENT(S):
Ames_IA_2026C_GO_Preliminary_Official_Statement-for_City_Council_Approval.pdf

This Preliminary Official Statement and the information contained herein are subject to completion, amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED AUGUST __, 2026

New Issue **Rating: Moody's '___'**

In the opinion of Dorsey & Whitney LLP, Bond Counsel, according to present laws, rulings and decisions and assuming the accuracy of certain representations and compliance with certain covenants, the interest on the Bonds (i) is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and (ii) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on noncorporate taxpayers by Section 55 of the Code. Interest on the Bonds may, however, be taken into account in determining adjusted financial statement income for purposes of the federal alternative minimum tax imposed on applicable corporations (as defined in Section 59(k) of the Code). See "TAX EXEMPTION AND RELATED TAX MATTERS" herein.

CITY OF AMES, IOWA

$44,320,000* General Obligation Corporate Purpose Bonds, Series 2026C

BIDS RECEIVED: Tuesday, August 25, 2026, 10:00 A.M., Central Time
AWARD: Tuesday, August 25, 2026, 6:00 P.M., Central Time

Dated: Date of Delivery (September 15, 2026) **Principal Due:** June 1, as shown inside front cover

The $44,320,000* General Obligation Corporate Purpose Bonds, Series 2026C (the "Bonds") are being issued pursuant to the provisions of Chapters 384 and 76 of the Code of Iowa, 2025, as amended (the "Iowa Code"), and a resolution expected to be adopted by the City Council of the City of Ames, Iowa (the "City" or the "Issuer") on August 25, 2026. The Bonds are being issued for the purpose of paying the cost, to that extent, of (a) undertaking improvements to the municipal right of way, including the construction of street, storm water drainage, sidewalk, sanitary sewer system and water utility system improvements; (b) acquiring and installing street lighting, signage, signalization and traffic control systems and improvements; (c) undertaking surfacing improvements at the municipal airport; (d) constructing furnishing, equipping a new municipal fire station as a replacement for existing Fire Station #2; (e) constructing and equipping a transfer station for the City's solid waste disposal system; and (f) paying certain costs of issuance related to the Bonds.

The purchaser of the Bonds agrees to enter into a loan agreement (the "Loan Agreement") with the City pursuant to the authority contained in Section 384.24A of the Iowa Code. The Bonds are issued in evidence of the City's obligations under the Loan Agreement. The Bonds and the interest thereon are general obligations of the City, and all taxable property within the corporate boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. See "PAYMENT OF AND SECURITY FOR THE BONDS" herein.

The Bonds will be issued as fully registered Bonds without coupons and, when issued, will be registered in the name of Cede Co., as nominee of The Depository Trust Company ("DTC"). Purchasers of the Bonds will not receive certificates representing their interest in the Bonds purchased. DTC will act as securities depository for the Bonds. Individual purchases may be made in book-entry-only form, in the principal amount of $5,000 and integral multiples thereof. The purchaser will not receive certificates representing their interest in the Bonds purchased. The City's Treasurer as Registrar/Paying Agent (the "Registrar") will pay principal on the Bonds, payable annually on June 1, beginning June 1, 2027, and interest on the Bonds payable initially on June 1, 2027 and thereafter on each December 1 and June 1 to DTC, or its nominee, Cede & Co., which will in turn remit such principal and interest to its participants for subsequent disbursements to the beneficial owners of the Bonds as described herein. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month next preceding the interest payment date (the "Record Date"). Neither the Issuer nor the Registrar will have any responsibility or obligation to such DTC Participants, indirect participants or the persons for whom they act as nominee with respect to the Bonds. See "BOOK-ENTRY-ONLY ISSUANCE" herein.

The Bonds are subject to mandatory sinking fund redemption by the Issuer prior to their stated maturities in the manner and at the time described herein. All of the Bonds then outstanding are subject to optional redemption at the option of the Issuer, as a whole or in part, from any source of available funds, on June 1, 2034, or on any date thereafter at a redemption price equal to the principal amount of the Bonds, together with accrued interest to the date fixed for redemption, without premium. See "REDEMPTION" herein.

THE BONDS WILL MATURE AS LISTED ON THE INSIDE FRONT COVER

MINIMUM BID:	$43,876,800
GOOD FAITH DEPOSIT:	$443,200 Required of Purchaser Only
TAX MATTERS:	Federal: Tax-Exempt State: Taxable See "*TAX EXEMPTION AND RELATED TAX MATTERS*" for more information.

The Bonds are offered, subject to prior sale, withdrawal or modification, when, as, and if issued subject to the legal opinion as to legality, validity and tax exemption of Dorsey & Whitney LLP, Bond Counsel, Des Moines, Iowa, to be furnished upon delivery of the Bonds. Dorsey & Whitney LLP is also serving as Disclosure Counsel for the City in connection with the issuance of the Bonds. It is expected the Bonds will be available for delivery on or about September 15, 2026. This Preliminary Official Statement in the form presented is deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to revisions, corrections of modifications as determined to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

*Preliminary; subject to change.

CITY OF AMES, IOWA

$44,320,000* General Obligation Corporate Purpose Bonds, Series 2026C

MATURITY: The Bonds will mature June 1 in the years and amounts as follows:

Year	Amount*	Year	Amount*
2027	$1,095,000	2037	$3,140,000
2028	1,380,000	2038	3,270,000
2029	1,890,000	2039	1,670,000
2030	2,230,000	2040	1,735,000
2031	2,345,000	2041	1,800,000
2032	2,465,000	2042	1,880,000
2033	2,585,000	2043	1,950,000
2034	2,710,000	2044	2,030,000
2035	2,850,000	2045	2,110,000
2036	2,990,000	2046	2,195,000

***PRINCIPAL ADJUSTMENT:** Preliminary; subject to change. The aggregate principal amount of the Bonds is subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each scheduled maturity thereof in increments of $5,000 but the total amount to be issued will not exceed $51,875,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

INTEREST: Interest on the Bonds will be payable on June 1, 2027 and semiannually thereafter.

REDEMPTION: Bonds due after June 1, 2034 will be subject to call for prior redemption on said date or on any day thereafter upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books. See “REDEMPTION” herein.

COMPLIANCE WITH S.E.C. RULE 15c2-12

Municipal obligations (issued in an aggregate amount over $1,000,000) are subject to General Rules and Regulations, Securities Exchange Act of 1934, Rule 15c2-12 Municipal Securities Disclosure.

Preliminary Official Statement: This Preliminary Official Statement was prepared for the City for dissemination to prospective bidders. Its primary purpose is to disclose information regarding the Bonds to prospective bidders in the interest of receiving competitive bids in accordance with the "TERMS OF OFFERING" contained herein. Unless an addendum is received prior to the sale, this document shall be deemed the final "Preliminary Official Statement".

Review Period: This Preliminary Official Statement has been distributed to City staff as well as to prospective bidders for an objective review of its disclosure. Comments, omissions or inaccuracies must be submitted to PFM Financial Advisors LLC (the "Municipal Advisor") at least two business days prior to the sale. Requests for additional information or corrections in the Preliminary Official Statement received on or before this date will not be considered a qualification of a bid received. If there are any changes, corrections or additions to the Preliminary Official Statement, prospective bidders will be informed by an addendum at least one business day prior to the sale.

Final Official Statement: Upon award of sale of the Bonds, the legislative body will authorize the preparation of a final Official Statement that includes the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and other information required by law and the identity of the underwriter (the "Syndicate Manager") and syndicate members. Copies of the final Official Statement will be delivered to the Syndicate Manager within seven business days following the bid acceptance.

REPRESENTATIONS

No dealer, broker, salesperson or other person has been authorized by the City, the Municipal Advisor or the underwriter to give any information or to make any representations other than those contained in this Preliminary Official Statement or the final Official Statement and, if given or made, such information and representations must not be relied upon as having been authorized by the City, the Municipal Advisor or the underwriter. This Preliminary Official Statement or the final Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and other sources which are believed to be reliable, but it is not to be construed as a representation by the Municipal Advisor or underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Preliminary Official Statement or the final Official Statement, nor any sale made thereafter shall, under any circumstances, create any implication there has been no change in the affairs of the City or in any other information contained herein, since the date hereof. This Preliminary Official Statement is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

Compensation of the Municipal Advisor, payable entirely by the City, is contingent upon the sale of the Bonds.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Preliminary Official Statement for purposes of, and as that term is defined in, Securities and Exchange Commission Rule 15c2-12.

City of Ames, Iowa

Mayor/City Council

Member	Office	Initial Term Commenced	Term Expires
John Haila	Mayor	January 02, 2018	December 31, 2029
Bronwyn Beatty-Hansen	Council Member – 1st Ward	January 01, 2016	December 31, 2029
Tim Gartin	Council Member – 2nd Ward	January 02, 2014	December 31, 2027
Gloria Betcher	Council Member – 3rd Ward	January 02, 2014	December 31, 2029
Rachel Junck	Council Member – 4th Ward	January 02, 2020	December 31, 2027
Anita Rollins	Council Member – At Large	January 03, 2022	December 31, 2027
Amber Corrieri	Council Member – At Large	January 02, 2014	December 31, 2029
Trey Anderson	Ex-Officio		

Administration

Steven Schainker, City Manager
Corey Goodenow, Director of Finance
Renee Hall, City Clerk
Roger Wisecup II, City Treasurer
John Dunn, Director of Water and Pollution Control
Justin Clausen, Public Works Director
Donald Kom, Director of Electric Utility

City Attorney

Mark Lambert
Ames, Iowa

Bond and Disclosure Counsel

Dorsey & Whitney LLP
Des Moines, Iowa

Municipal Advisor

PFM Financial Advisors LLC
Des Moines, Iowa

TABLE OF CONTENTS

TERMS OF OFFERING i
SCHEDULE OF BOND YEARS vi
EXHIBIT 1 - FORMS OF ISSUE PRICE CERTIFICATES
PRELIMINARY OFFICIAL STATEMENT
Introduction 1
Authority And Purpose 1
Interest On The Bonds 1
Redemption 1
Payment Of And Security For The Bonds 2
Book-Entry-Only Issuance 2
Future Financing 4
Litigation 4
Debt Payment History 4
Legal Matters 4
Tax Exemption And Related Tax Matters 5
Bondholder's Risks 6
Rating 10
Municipal Advisor 11
Underwriting 11
Continuing Disclosure 12
Financial Statements 12
Miscellaneous 12
APPENDIX A - GENERAL INFORMATION ABOUT THE CITY OF AMES, IOWA
APPENDIX B - FORM OF BOND COUNSEL OPINION
APPENDIX C - JUNE 30, 2025 ANNUAL COMPREHENSIVE FINANCIAL REPORT
APPENDIX D - FORM OF CONTINUING DISCLOSURE CERTIFICATE
OFFICIAL BID FORM

TERMS OF OFFERING

CITY OF AMES, IOWA

Bids for the purchase of the City of Ames, Iowa's (the "City" or the "Issuer") $44,320,000* General Obligation Corporate Purpose Bonds, Series 2026C (the "Bonds") will be received on Tuesday, August 25, 2026, before 10:00 A.M., Central Time, after which time they will be tabulated. The City Council will consider award of the Bonds at 6:00 P.M., Central Time, on the same day. Questions regarding the sale of the Bonds should be directed to the City's Municipal Advisor, PFM Financial Advisors LLC (the "Municipal Advisor"), 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, telephone 515-724-5734. Information may also be obtained from Mr. Roger Wisecup, City Treasurer, City of Ames, 515 Clark Avenue, Ames, Iowa, 50010, telephone 515-239-5119.

The following section sets forth the description of certain terms of the Bonds, as well as the "TERMS OF OFFERING" with which all bidders and bid proposals are required to comply.

DETAILS OF THE BONDS

GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2026C, in the principal amount of $44,320,000* to be dated the date of delivery (anticipated to be September 15, 2026), in the denomination of $5,000 or multiples thereof, will mature on June 1 as follows:

Year	Amount*	Year	Amount*
2027	$1,095,000	2037	$3,140,000
2028	1,380,000	2038	3,270,000
2029	1,890,000	2039	1,670,000
2030	2,230,000	2040	1,735,000
2031	2,345,000	2041	1,800,000
2032	2,465,000	2042	1,880,000
2033	2,585,000	2043	1,950,000
2034	2,710,000	2044	2,030,000
2035	2,850,000	2045	2,110,000
2036	2,990,000	2046	2,195,000

* Preliminary; subject to change.

ADJUSTMENT TO BOND MATURITY AMOUNTS

The aggregate principal amount of the Bonds is subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each scheduled maturity thereof in increments of $5,000 but the total amount to be issued will not exceed $51,875,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

INTEREST ON THE BONDS

Interest on the Bonds will be payable on June 1, 2027, and semiannually on the 1st day of December and June thereafter. Principal and interest shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding the interest payment date (the "Record Date"). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

REDEMPTION

Bonds due after June 1, 2034, will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

TERM BOND OPTION

Bidders shall have the option of designating the Bonds as serial bonds or term bonds, or both. The bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. (See the "OFFICIAL BID FORM" for more information.) In any event, the above principal amount scheduled shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both.

GOOD FAITH DEPOSIT

A good faith deposit in the amount of $443,200 (the "Deposit") is required from the lowest bidder only. The lowest bidder is required to submit such Deposit payable to the order of the City, not later than 12:00 P.M., Central Time, on the day of the sale of the Bonds and in the form of either (i) a cashier's check provided to the City or its Municipal Advisor, or (ii) a wire transfer as instructed by the City's Municipal Advisor. If not so received, the bid of the lowest bidder may be rejected and the City may direct the second lowest bidder to submit a deposit and thereafter may award the sale of the Bonds to the same. No interest on a deposit will accrue to the successful bidder (the "Purchaser"). The Deposit will be applied to the purchase price of the Bonds. In the event a Purchaser fails to honor its accepted bid proposal, any deposit will be retained by the City.

FORM OF BIDS AND AWARD

All bids shall be unconditional for the entire issue of Bonds for a price not less than $43,876,800, plus accrued interest, and shall specify the rate or rates of interest in conformity to the limitations as set forth in the "BIDDING PARAMETERS" section herein. Bids must be submitted on or in substantial compliance with the "OFFICIAL BID FORM" provided by the City. The Bonds will be awarded to the bidder offering the lowest interest rate to be determined on a true interest cost (the "TIC") basis assuming compliance with the "ESTABLISHMENT OF ISSUE PRICE" herein, and "GOOD FAITH DEPOSIT" herein. The TIC shall be determined by the present value method, i.e., by ascertaining the semiannual rate, compounded semiannually, necessary to discount to present value as of the dated date of the Bonds, the amount payable on each interest payment date and on each stated maturity date or earlier mandatory redemption, so that the aggregate of such amounts will equal the aggregate purchase price offered therefore. The TIC shall be stated in terms of an annual percentage rate and shall be that rate of interest which is twice the semiannual rate so ascertained (also known as the Canadian Method). The TIC shall be as determined by the Municipal Advisor based on the "TERMS OF OFFERING" and all amendments, and on the bids as submitted. The Municipal Advisor's computation of the TIC of each bid shall be controlling. In the event of tie bids for the lowest TIC, the Bonds will be awarded by lot.

The City will reserve the right to: (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Bonds, (ii) reject all bids without cause, and (iii) reject any bid which the City determines to have failed to comply with the terms herein.

BIDDING PARAMETERS

Each bidder's proposal must conform to the following limitations:

1. Each annual maturity must bear a single rate of interest from the dated date of the Bonds to the date of maturity.
2. Rates of interest bid must be in multiples of one-eighth or one-twentieth of one percent.
3. The initial price to the public for each maturity must be 98% or greater.

RECEIPT OF BIDS

Forms of Bids: Bids must be submitted on or in substantial compliance with the "TERMS OF OFFERING" and "OFFICIAL BID FORM" provided by the City or through PARITY® competitive bidding system (the "Internet Bid System"). The City shall not be responsible for malfunction or mistake made by any person, or as a result of the use of an electronic bid or the means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received.

No bid will be accepted after the time specified in the "OFFICIAL BID FORM". The time as maintained by the Internet Bid System shall constitute the official time with respect to all bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder, the last bid received shall be considered.

Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City's Treasurer, City Hall, 515 Clark Avenue, Ames, Iowa 50010.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the City's Municipal Advisor, PFM Financial Advisors LLC, Des Moines, Iowa, and at the office of the City's Treasurer. Electronic internet bids must be submitted through the Internet Bid System. Information about the Internet Bid System may be obtained by calling 212-849-5021.

Each bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its electronic internet bid in a timely manner and in compliance with the requirements of the "TERMS OF OFFERING" and "OFFICIAL BID FORM". The City is permitting bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the electronic internet bidding and the Internet Bid System is not an agent of the City. Provisions of the "TERMS OF OFFERING" and "OFFICIAL BID FORM" shall control in the event of conflict with information provided by the Internet Bid System.

BOOK-ENTRY-ONLY ISSUANCE

The Bonds will be issued by means of a book-entry-only system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of $5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC.

MUNICIPAL BOND INSURANCE AT PURCHASER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefore at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the Purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that initial rating fee. Any other rating agency fees shall be the responsibility of the Purchaser. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the Purchaser shall not constitute cause for failure or refusal by the Purchaser to accept delivery on the Bonds. The City reserves the right in its sole discretion to accept or deny changes to the financing documents requested by the insurer selected by the Purchaser.

DELIVERY

The Bonds will be delivered to the Purchaser through DTC in New York, New York, against full payment in immediately available cash or federal funds. The Bonds are expected to be delivered within forty-five days after the sale. Should delivery be delayed beyond sixty days from the date of sale for any reason except failure of performance by the Purchaser, the Purchaser may withdraw their bid and thereafter their interest in and liability for the Bonds will cease. When the Bonds are ready for delivery, the City will give the Purchaser five working days' notice of the delivery date and the City will expect payment in full on that date; otherwise reserving the right at its option to determine that the Purchaser failed to comply with the offer of purchase.

ESTABLISHMENT OF ISSUE PRICE

In order to establish the issue price of the Bonds for federal income tax purposes, the City requires bidders to agree to the following, and by submitting a bid, each bidder agrees to the following.

If a bid is submitted by a potential underwriter, the bidder confirms that (i) the underwriters have offered or reasonably expect to offer the Bonds to the public on or before the date of the award at the offering price (the "initial offering price") for each maturity as set forth in the bid and (ii) the bidder, if it is the winning bidder, shall require any agreement among underwriters, selling group agreement, retail distribution agreement or other agreement relating to the initial sale of the Bonds to the public to which it is a party to include provisions requiring compliance by all parties to such agreements with the provisions contained herein. For purposes hereof, Bonds with a separate CUSIP number constitute a separate "maturity," and the public does not include underwriters of the Bonds (including members of a selling group or retail distribution group) or persons related to underwriters of the Bonds.

If, however, a bid is submitted for the bidder's own account in a capacity other than as an underwriter of the Bonds, and the bidder has no current intention to sell, reoffer, or otherwise dispose of the Bonds, the bidder shall notify the City to that effect at the time it submits its bid and shall provide a certificate to that effect in place of the certificate otherwise required below.

If the winning bidder intends to act as an underwriter, the City shall advise the winning bidder at or prior to the time of award whether (i) the competitive sale rule or (ii) the "hold-the-offering price" rule applies.

If the City advises the Purchaser that the requirements for a competitive sale have been satisfied and that the competitive sale rule applies, the Purchaser will be required to deliver to the City at or prior to closing a certification, substantially in the form attached hereto as EXHIBIT 1-A, as to the reasonably expected initial offering price as of the award date.

If the City advises the Purchaser that the requirements for a competitive sale have not been satisfied and that the hold-the-offering price rule applies, the Purchaser shall (1) upon the request of the City confirm that the underwriters did not offer or sell any maturity of the Bonds to any person at a price higher than the initial offering price of that maturity during the period starting on the award date and ending on the earlier of (a) the close of the fifth business day after the sale date or (b) the date on which the underwriters have sold at least 10% of that maturity to the public at or below the initial offering price; and (2) at or prior to closing, deliver to the City a certification substantially in the form attached hereto as EXHIBIT 1-B, together with a copy of the pricing wire.

Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Municipal Advisor.

Bidders should prepare their bids on the assumption that the Bonds will be subject to the "hold-the-offering-price" rule. Any bid submitted pursuant to the "TERMS OF OFFERING" and "OFFICIAL BID FORM" shall be considered a firm offer for the purchase of the Bonds, and bids submitted will not be subject to cancellation or withdrawal.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds. The Preliminary Official Statement will be further supplemented by offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and underwriter, together with any other information required by law or deemed appropriate by the City, shall constitute a final Official Statement of the City with respect to the Bonds, as that term is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"). By awarding the Bonds to any underwriter or underwriting syndicate submitting an "OFFICIAL BID FORM" therefore, the City agrees that no more than seven (7) business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded up to 25 copies of the final Official Statement to permit each "Participating Underwriter" (as that term is defined in the Rule) to comply with the provisions of the Rule. The City shall treat the senior managing underwriter of the syndicate to which the Bonds are awarded as its designated agent for purposes of distributing copies of the final Official Statement to the Participating Underwriter. Any underwriter executing and delivering an "OFFICIAL BID FORM" with respect to the Bonds, agrees thereby, if its bid is accepted by the City, (i) it shall accept such designation, and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the final Official Statement.

ELECTRONIC EXECUTED DOCUMENTS

Purchaser consents to the receipt of electronic transcripts and acknowledges the City's intended use of electronically executed documents. Chapter 554D of the Iowa Code establishes electronic signatures have the full weight and legal authority as manual signatures.

CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the Owners and Beneficial Owners of the Bonds to provide annually certain financial information and operating data relating to the City (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City not later than June 30 after the close of each fiscal year, commencing with the close of the fiscal year ending June 30, 2026, with the Municipal Securities Rulemaking Board, at its internet repository named "Electronic Municipal Market Access" ("EMMA"). The notices of events, if any, are also to be filed with EMMA. See "APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE". The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in "APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE". These covenants have been made in order to assist the Purchaser in complying with section (b)(5) of the Rule.

During the previous five years, the City has not failed to comply, in all material respects, with any previous undertakings it has entered into with respect to the Rule.

Regarding the Mary Greeley Medical Center (the "Medical Center"), the Annual Financial Information and Operating Data Report for the Fiscal Year ending June 30, 2021 was not timely filed.

Breach of the undertakings will not constitute a default or an "Event of Default" under the Bonds or the resolution for the Bonds. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

CUSIP NUMBERS

It is anticipated that Committee on Uniform Security Identification Procedures ("CUSIP") numbers will be printed on the Bonds and the Purchaser must agree in the bid proposal to pay the cost thereof. In no event will the City, Bond Counsel, Disclosure Counsel or Municipal Advisor be responsible for the review or express any opinion that the CUSIP numbers are correct. Incorrect CUSIP numbers on said Bonds shall not be cause for the Purchaser to refuse to accept delivery of said Bonds.

BY ORDER OF THE CITY COUNCIL
City of Ames, Iowa
/s/ Roger Wisecup, City Treasurer

SCHEDULE OF BOND YEARS

$44,320,000*
City of Ames, Iowa
General Obligation Corporate Purpose Bonds, Series 2026C

Bonds Dated: September 15, 2026
Interest Due: June 1, 2027 and each December 1 and June 1 to maturity
Principal Due: June 1, 2027-2046

Year	Principal *	Bond Years	Cumulative Bond Years
2027	$1,095,000	778.67	778.67
2028	1,380,000	2,361.33	3,140.00
2029	1,890,000	5,124.00	8,264.00
2030	2,230,000	8,275.78	16,539.78
2031	2,345,000	11,047.56	27,587.33
2032	2,465,000	14,077.89	41,665.22
2033	2,585,000	17,348.22	59,013.44
2034	2,710,000	20,897.11	79,910.56
2035	2,850,000	24,826.67	104,737.22
2036	2,990,000	29,036.22	133,773.44
2037	3,140,000	33,632.89	167,406.33
2038	3,270,000	38,295.33	205,701.67
2039	1,670,000	21,227.56	226,929.22
2040	1,735,000	23,788.78	250,718.00
2041	1,800,000	26,480.00	277,198.00
2042	1,880,000	29,536.89	306,734.89
2043	1,950,000	32,586.67	339,321.56
2044	2,030,000	35,953.56	375,275.11
2045	2,110,000	39,480.44	414,755.56
2046	2,195,000	43,265.89	458,021.44

Average Maturity (dated date): 10.334 Years

* Preliminary; subject to change.

EXHIBIT 1

FORMS OF ISSUE PRICE CERTIFICATES

EXHIBIT 1-A
$44,320,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2026C

Form of ISSUE PRICE CERTIFICATE

(3 or More Bids)

The undersigned, on behalf of [NAME OF UNDERWRITER] ("[SHORT NAME OF UNDERWRITER]"), hereby certifies as set forth below with respect to the sale of the obligations named above (the "Bonds").

1. ***Reasonably Expected Initial Offering Price***.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. ***Defined Terms***. For purposes of this Issue Price Certificate:

(a) *Issuer* means the City of Ames, Iowa.

(b) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(d) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a "related party" to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are

partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was August 25, 2026.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Closing Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: September 15, 2026

SCHEDULE A

EXPECTED OFFERING PRICES

(*Attached*)

SCHEDULE B

COPY OF UNDERWRITER'S BID

(*Attached*)

EXHIBIT 1-B

$44,320,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2026C
Form of ISSUE PRICE CERTIFICATE

(Fewer than 3 Bids)

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] (["[SHORT NAME OF UNDERWRITER]")][the "Representative")][, on behalf of itself and [UNDERWRITER OF OTHER UNDERWRITERS] (together, the "Underwriting Group"),] hereby certifies as set forth below with respect to the sale of the obligations named above (the "Bonds").

1. ***Initial Offering Price of the Bonds***. [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the specified initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire for the Bonds is attached to this certificate as Schedule B.

2. ***First Price at which Sold to the Public.*** On the Sale Date, at least 10% of each Maturity [listed in Schedule C] was first sold to the Public at the respective Initial Offering Price [or price specified [therein][in Schedule C], if different].

3. ***Hold the Offering Price Rule***. [SHORT NAME OF UNDERWRITER][Each member of the Underwriting Group] has agreed in writing that, (i) for each Maturity less than 10% of which was first sold to the Public at a single price as of the Sale Date, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "Hold-the-Offering-Price Rule"), and (ii) any agreement among underwriters, selling group agreement, or third-party distribution agreement contains the agreement of each underwriter, dealer, or broker-dealer who is a party to such agreement to comply with the Hold-the-Offering-Price Rule. Based on the [Representative][SHORT NAME OF UNDERWRITER]'s own knowledge and, in the case of sales by other Members of the Distribution Group, representations obtained from the other Members of the Distribution Group, no Member of the Distribution Group has offered or sold any such Maturity at a price that is higher than the respective Initial Offering Price during the respective Holding Period.

4. ***Defined Terms***. For purposes of this Issue Price Certificate:

(a) *Holding Period* means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (September 2, 2026), or (ii) the date on which Members of the Distribution Group have sold at least 10% of such Maturity to the Public at one or more prices, none of which is higher than the Initial Offering Price for such Maturity.

(b) *Issuer* means the City of Ames, Iowa.

(c) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(e) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a "related party" to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was August 25, 2026.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDERWRITING FIRM] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Closing Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer[and the Borrower] from time to time relating to the Bonds.

[UNDERWRITER][REPRESENTATIVE]

By:_____

Name:_____

Dated: September 15, 2026

SCHEDULE A

INITIAL OFFERING PRICES OF THE BONDS

(*Attached*)

SCHEDULE B

PRICING WIRE

(*Attached*)

SCHEDULE C

SALES OF AT LEAST 10% OF MATURITY TO THE PUBLIC ON THE SALE DATE AT THE INITIAL OFFERING PRICE

(*Attached*)

PRELIMINARY OFFICIAL STATEMENT

CITY OF AMES, IOWA

$44,320,000* General Obligation Corporate Purpose Bonds, Series 2026C

INTRODUCTION

This Preliminary Official Statement contains information relating to the City of Ames, Iowa (the "City" or the "Issuer") and its issuance of $44,320,000* General Obligation Corporate Purpose Bonds, Series 2026C (the "Bonds"). This Preliminary Official Statement has been authorized by the City and may be distributed in connection with the sale of the Bonds authorized therein. Inquiries may be made to the City's Municipal Advisor, PFM Financial Advisors LLC (the "Municipal Advisor"), 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, telephone 515-724-5734. Information may also be obtained from Mr. Roger Wisecup, City Treasurer, City of Ames, 515 Clark Avenue, Ames, Iowa, 50010, telephone 515-239-5119.

AUTHORITY AND PURPOSE

The Bonds are being issued pursuant to Chapters 384 and 76 of the Code of Iowa, 2025, as amended (collectively, the "Act"), and a resolution expected to be adopted by the City Council of the City on August 25, 2026 (the "Resolution"). The Bonds are being issued for the purpose of paying the cost, to that extent, of (a) undertaking improvements to the municipal right of way, including the construction of street, storm water drainage, sidewalk, sanitary sewer system and water utility system improvements; (b) acquiring and installing street lighting, signage, signalization and traffic control systems and improvements; (c) undertaking surfacing improvements at the municipal airport; (d) constructing furnishing, equipping a new municipal fire station as a replacement for existing Fire Station #2; (e) constructing and equipping a transfer station for the City's solid waste disposal system; and (f) paying certain costs of issuance related to the Bonds.

The estimated sources and uses of the Bonds are as follows:

Sources of Funds	
Bond Principal	$44,320,000*
Premium	$
Total Sources of Funds	$
Uses of Funds	
Project Fund	$
Costs of Issuance & Contingency[(1)]	$
Total Uses of Funds	$

* Preliminary; subject to change.

INTEREST ON THE BONDS

Interest on the Bonds will be payable on June 1, 2027 and semiannually on the 1st day of December and June thereafter. Principal and interest shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding the interest payment date (the "Record Date"). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

REDEMPTION

Optional Redemption. Bonds due after June 1, 2034 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call.

Mandatory Sinking Fund Redemption. The Bonds identified below are subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in each of the years set forth below at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date in the following principal amounts:

Term Bond Maturing June 1, 20__

Date	Amount
June 1, 20__	$_____
June 1, 20__ (maturity)	$_____

Selection of Bonds for Redemption. Bonds subject to redemption (other than mandatory sinking fund redemptions) will be selected in such order of maturity as the Issuer may direct. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot.

Notice of Redemption. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than thirty (30) days prior to such redemption date.

Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Registrar of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent, provided that such notice of cancellation is to be made at least five days prior to the date fixed for redemption.

PAYMENT OF AND SECURITY FOR THE BONDS

Pursuant to the Resolution and the Act, the Bonds and the interest thereon are general obligations of the City, and all taxable property within the corporate boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount.

Section 76.2 of the Code of Iowa, 2025, as amended (the "Iowa Code"), provides that when an Iowa political subdivision issues general obligation bonds, the governing authority of such political subdivision shall, by resolution adopted before issuing the bonds, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds. A certified copy of such resolution shall be filed with the County Auditor in which the City is located, giving rise to a duty of the County Auditor to annually enter this levy for collection from the taxable property within the boundaries of the City, until funds are realized to pay the bonds in full.

For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, the Resolution provides for the levy of a tax sufficient for that purpose on all the taxable property in the City in each of the years while the Bonds are outstanding. The City shall file a certified copy of the Resolution with the County Auditor, pursuant to which the County Auditor is instructed to enter for collection and assess the tax authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Iowa Code, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in the Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

BOOK-ENTRY-ONLY ISSUANCE

The information contained in the following paragraphs of this subsection "BOOK-ENTRY-ONLY ISSUANCE" has been extracted from a schedule prepared by Depository Trust Company ("DTC") entitled "SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE". The information in this section concerning DTC and DTC's book-entry-only system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry-only transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has S&P Global Ratings: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry-only system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of

DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co., nor any other DTC nominee, will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date identified in a listing attached to the Omnibus Proxy.

Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry-only credit of tendered Securities to Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry-only system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

FUTURE FINANCING

The City does not anticipate issuing any additional general obligation debt within 90 days of the issuance of the Bonds. However, the City does anticipate issuing approximately $50,805,000 of Electric Revenue Bonds in fall 2026 to be repaid solely and only from the net revenues of the electric enterprise fund. The anticipated fall 2026 electric revenue issuance is part of a larger, $190,000,000, project; however, the next financing is not expected to occur for another 18 months.

LITIGATION

The City encounters litigation occasionally, as a course of business; however, no litigation currently exists that is not believed to be covered by current insurance carriers and the City is not aware of any threatened or pending litigation affecting the validity of the Bonds or the City's ability to meet its financial obligations.

DEBT PAYMENT HISTORY

The City knows of no instance in which it has defaulted in the payment of principal and interest on its debt.

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds and with regard to the tax-exempt status of the interest thereon (see "TAX EXEMPTION AND RELATED TAX MATTERS" herein) are subject to the approving legal opinion of Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel, a form of which is attached hereto as APPENDIX B to this Preliminary Official Statement. Signed copies of the opinion, dated and premised on law in effect as of the date of original delivery of the Bonds, will be delivered to the purchaser at the time of such original delivery. The Bonds are offered subject to prior sale and to the approval of legality of the Bonds by Bond Counsel. Dorsey & Whitney LLP is also serving as Disclosure Counsel to the Issuer in connection with issuance of the Bonds.

The legal opinion to be delivered will express the professional judgment of Bond Counsel, and by rendering a legal opinion, Bond Counsel does not become an insurer or guarantor of the result indicated by that expression of professional judgment of the transaction or the future performance of the parties to the transaction."

TAX EXEMPTION AND RELATED TAX MATTERS

Federal Income Tax Exemption: The opinion of Bond Counsel will state that under present laws and rulings, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on noncorporate taxpayers under the Internal Revenue of 1986 Code (the "Code").

The opinion set forth in the preceding sentence will be subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. In the resolution authorizing the issuance of the Bonds, the Issuer will covenant to comply with all such requirements.

There may be certain other federal tax consequences to the ownership of the Bonds by certain taxpayers, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security and Railroad Retirement benefits, taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations, and corporations that may be subject to the alternative minimum tax. Bond Counsel will express no opinion with respect to other federal tax consequences to owners of the Bonds. Prospective purchasers of the Bonds should consult with their tax advisors as to such matters.

Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

Proposed Changes in Federal and State Tax Law: From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. No prediction is made whether such provisions will be enacted as proposed or concerning other future legislation affecting the tax treatment of interest on the Bonds. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax exempt status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Original Issue Discount: The Bonds maturing in the years _____ (collectively, the "Discount Bonds") are being sold at a discount from the principal amount payable on such Discount Bonds at maturity. The difference between the price at which a substantial amount of the Discount Bonds of a given maturity is first sold to the public (the "Issue Price") and the principal amount payable at maturity constitutes "original issue discount" under the Code. The amount of original issue discount that accrues to a holder of a Discount Bond under Section 1288 ("Section 1288") of the Code is excluded from federal gross income to the same extent that stated interest on such Discount Bond would be so excluded. The amount of the original issue discount that accrues with respect to a Discount Bond under Section 1288 is added to the owner's federal tax basis in determining gain or loss upon disposition of such Discount Bond (whether by sale, exchange, redemption or payment at maturity).

Interest in the form of original issue discount accrues under Section 1288 pursuant to a constant yield method that reflects semiannual compounding on dates that are determined by reference to the maturity date of the Discount Bond. The amount of original issue discount that accrues for any particular semiannual accrual period generally is equal to the excess of (1) the product of (a) one-half of the yield on such Discount Bonds (adjusted as necessary for an initial short period) and (b) the adjusted issue price of such Discount Bonds, over (2) the amount of stated interest actually payable. For purposes of the preceding sentence, the adjusted issue price is determined by adding to the Issue Price for such Discount Bonds the original issue discount that is treated as having accrued during all prior semiannual accrual periods. If a Discount Bond is sold or otherwise disposed of between semiannual compounding dates, then the original issue discount that would have accrued for that semiannual accrual period for federal income tax purposes is allocated ratably to the days in such accrual period.

An owner of a Discount Bond who disposes of such Discount Bond prior to maturity should consult owner's tax advisor as to the amount of original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Discount Bond prior to maturity.

Owners who purchase Discount Bonds in the initial public offering but at a price different than the Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Bonds.

The Code contains provisions relating to the accrual of original issue discount in the case of subsequent purchasers of bonds such as Discount Bonds. Owners who do not purchase Discount Bonds in the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

Original issue discount that accrues in each year to an owner of a Discount Bond may result in collateral federal income tax consequences to certain taxpayers. No opinion is expressed as to state and local income tax treatment of original issue discount. All owners of Discount Bonds should consult their own tax advisors with respect to the federal, state, local and foreign tax consequences associated with the purchase, ownership, redemption, sale or other disposition of Discount Bonds.

Original Issue Premium: The Bonds maturing in the years _____ are being issued at a premium to the principal amount payable at maturity. Except in the case of dealers, which are subject to special rules, Bondholders who acquire the Bonds at a premium must, from time to time, reduce their federal tax bases for the Bonds for purposes of determining gain or loss on the sale or payment of such Bonds. Premium generally is amortized for federal income tax purposes on the basis of a bondholder's constant yield to maturity or to certain call dates with semiannual compounding. Bondholders who acquire any Bonds at a premium might recognize taxable gain upon sale of the Bonds, even if such Bonds are sold for an amount equal to or less than their original cost. Amortized premium is not deductible for federal income tax purposes. Bondholders who acquire any Bonds at a premium should consult their tax advisors concerning the calculation of bond premium and the timing and rate of premium amortization, as well as the state and local tax consequences of owning and selling the Bonds acquired at a premium.

BONDHOLDER'S RISKS

An investment in the Bonds involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Preliminary Official Statement (including the appendices hereto) in order to make a judgment as to whether the Bonds are an appropriate investment.

Tax Levy Procedures: The Bonds are general obligations of the City, payable from and secured by a continuing ad-valorem tax levied against all of the taxable property within the boundaries of the City. As part of the budgetary process of the City, each fiscal year the City will have an obligation to request a debt service levy to be applied against all of the taxable property within the boundaries of the City. A failure on the part of the City to make a timely levy request, or a levy request by the City that is inaccurate or is insufficient to make full payments of the debt service on the Bonds for a particular fiscal year, may cause Bondholders to experience delay in the receipt of distributions of principal of and/or interest on the Bonds.

Changes in Property Taxation: From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Any alteration in property taxation structure could affect property tax revenues available to pay the Bonds.

Historically, the Iowa General Assembly has applied changes in property taxation structure on a prospective basis; however, there is no assurance that future changes in property taxation structure by the Iowa General Assembly will not be retroactive. It is impossible to predict the outcome of future property tax changes by the Iowa General Assembly or their potential negative impact, if any, on the Bonds and the security for the Bonds.

Matters Relating to Enforceability of Agreements: Bondholders shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolution.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the Resolution or the Loan Agreement. The remedies available to the Bondholders upon an event of default under the Resolution or the Loan Agreement, in certain respects, may require judicial action, which is often subject to discretion and delay. Under existing law, including specifically the federal bankruptcy code, certain of the remedies specified in the Loan Agreement or the Resolution may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in these documents. The legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations

imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given, that the enforcement of any remedies will result in sufficient funds to pay all amounts due under the Resolution or the Loan Agreement, including principal of and interest on the Bonds.

Secondary Market: There can be no guarantee there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history of economic prospects connected with a particular issue, secondary marketing practices in connection with a particular note or bond issue are suspended or terminated. Additionally, prices of bond or note issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price of the Bonds.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE BONDS, IF ANY, COULD BE LIMITED.

Rating Loss: Moody's Investors Service ("Moody's") has assigned a rating of '___' to the Bonds. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance the rating will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

Bankruptcy and Insolvency: The rights and remedies provided in the Resolution for the Bonds may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Bonds, the Loan Agreement and the Resolution for the Bonds, including the opinion of Bond Counsel, will be similarly qualified. If the City were to file a petition under chapter nine of the federal bankruptcy code, the owners of the Bonds could be prohibited from taking any steps to enforce their rights under the Resolution for the Bonds. In the event the City fails to comply with its covenants under the Resolution for the Bonds or fails to make payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Bonds.

Under sections 76.16 and 76.16A of the Iowa Code, a city, county, or other political subdivision may become a debtor under Chapter 9 of the Federal bankruptcy code, if it is rendered insolvent, as defined in 11 U.S.C. §101(32)(c), as a result of a debt involuntarily incurred. As used therein, "debt" means an obligation to pay money, other than pursuant to a valid and binding collective bargaining agreement or previously authorized bond issue, as to which the governing body of the city, county, or other political subdivision has made a specific finding set forth in a duly adopted resolution of each of the following: (1) all or a portion of such obligation will not be paid from available insurance proceeds and must be paid from an increase in general tax levy; (2) such increase in the general tax levy will result in a severe, adverse impact on the ability of the city, county, or political subdivision to exercise the powers granted to it under applicable law, including without limitation providing necessary services and promoting economic development; (3) as a result of such obligation, the city, county, or other political subdivision is unable to pay its debts as they become due; and (4) the debt is not an obligation to pay money to a city, county, entity organized pursuant to chapter 28E of the Iowa Code, or other political subdivision.

Forward-Looking Statements: This Preliminary Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Preliminary Official Statement, the words "anticipated," "plan," "expect," "projected," "estimate," "budget," "pro forma," "forecast," "intend," and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop

forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the City to pay debt service when due on the Bonds.

Cybersecurity: The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the Issuer will be completely successful to guard against and prevent cyber threats and attacks. Failure to properly maintain functionality, control, security, and integrity of the City's information systems could impact business operations and systems, and the costs of remedying any such damage could be significant.

The City maintains cybersecurity insurance coverage. The City cannot predict whether this coverage would be sufficient in the event of a cyber-incident.

Tax Matters and Loss of Tax Exemption: As discussed under the heading "TAX EXEMPTION AND RELATED TAX MATTERS" herein, the interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the City in violation of its covenants in the Resolution. Should such an event of taxability occur, the Bonds would not be subject to a special redemption and would remain outstanding until maturity or until redeemed under the redemption provisions contained in the Bonds, and there is no provision for an adjustment of the interest rate on the Bonds.

It is possible that actions of the City after the closing of the Bonds will alter the tax exempt status of the Bonds, and, in the extreme, remove the tax-exempt status from the Bonds. In that instance, the Bonds are not subject to mandatory prepayment, and the interest rate on the Bonds does not increase or otherwise reset. A determination of taxability on the Bonds, after closing of the Bonds, could materially adversely affect the value and marketability of the Bonds.

Risk of Audit: The Internal Revenue Service has an ongoing program to audit tax-exempt obligations to determine the legitimacy of the tax status of such obligations. No assurance can be given as to whether the Internal Revenue Service will commence an audit of the Bonds. Public awareness of any audit could adversely affect the market value and liquidity of the Bonds during the pendency of the audit, regardless of the ultimate outcome of the audit.

DTC-Beneficial Owners: Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the Paying Agent to DTC and DTC will credit such distributions to the accounts of the Participants which will thereafter credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the City nor the Paying Agent will have any responsibility or obligation to assure that any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be effected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See "BOOK-ENTRY-ONLY ISSUANCE" herein.

Proposed Federal Tax Legislation: From time to time, Presidential proposals, federal legislative committee proposals or legislative proposals are made that would, if enacted, alter or amend one or more of the federal tax matters described herein in certain respects or would adversely affect the market value of the Bonds. It cannot be predicted whether or in what forms any of such proposals that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. See "TAX EXEMPTION AND RELATED TAX MATTERS" herein.

Pension and Other Post-Employment Benefits ("OPEB") Information: The City contributes to the Iowa Public Employees' Retirement System ("IPERS"), which is a state-wide multiple-employer cost-sharing defined benefit pension

plan administered by the State of Iowa. IPERS provides retirement and death benefits which are established by State statute to plan members and beneficiaries. All full-time employees of the Issuer not covered by MFPRSI (defined herein) are required to participate in IPERS. IPERS plan members are required to contribute a percentage of their annual salary, in addition to the Issuer being required to make monthly contributions to IPERS. Contribution amounts are set by State statute. The IPERS Actuarial Valuation Report as of June 30, 2025 indicates the funded ratio of IPERS was 92.17%, and the unfunded actuarial liability was $3.841 billion. The Annual Comprehensive Financial Report for its Fiscal Year ended June 30, 2025 (the "IPERS ACFR") identifies the IPERS net pension liability/(asset) at June 30, 2025, at approximately $2.323 billion (market value), while its net pension liability/(asset) at June 30, 2024 was approximately $3.641 billion (market value). The IPERS ACFR is available on the IPERS website, or by contacting IPERS at 7401 Register Drive, Des Moines, IA 50321. See "APPENDIX C – JUNE 30, 2025 ANNUAL COMPREHENSIVE FINANCIAL REPORT" for additional information on IPERS. However, the information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

Bond Counsel, Disclosure Counsel, the Municipal Advisor, the Underwriter and the City undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor's website or links to other internet sites accessed through the IPERS website.

In the Fiscal Year ended June 30, 2025, the City's IPERS contribution totaled approximately $12,000,767. The City is current in its obligations to IPERS.

At June 30, 2025, the City reported a liability of $13,258,124 for its proportionate share of the net pension liability. While the City's contributions to IPERS are controlled by state law, there can be no assurance the City will not be required by changes in State law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the City. See "EMPLOYEES AND PENSIONS" included in APPENDIX A to this Preliminary Official Statement, and "JUNE 30, 2025 ANNUAL COMPREHENSIVE FINANCIAL REPORT" included in APPENDIX C to this Preliminary Official Statement for additional information on pension and liabilities of the City.

The City contributes to Municipal Fire and Police Retirement System of Iowa ("MFPRSI"), which is a multiple-employer cost-sharing defined benefit pension plan for fire fighters and police officers, administered under Chapter 411 of the Code of Iowa. MFPRSI plan members are required to contribute a percentage of their annual salary, in addition to the City being required to make annual contributions to MFPRSI. Contribution amounts are set by State statute. The MFPRSI Actuarial Valuation Report indicates that as of July 1, 2025, the date of the most recent actuarial valuation for MFPRSI, the funded ratio of MFPRSI was 85.42%, and the unfunded actuarial liability was $603.8 million. The MFPRSI Financial Statements for its Fiscal Year ended June 30, 2025 (the "MFPRSI Report") identifies the MFPRSI Net Pension Liability at June 30, 2025, at approximately $645.6 million (market value), while its net pension liability at June 30, 2024 was approximately $660.8 million (market value). The MFPRSI Report is available on the MFPRSI website.

See "EMPLOYEES AND PENSIONS" included in APPENDIX A to this Preliminary Official Statement, and "JUNE 30, 2025 ANNUAL COMPREHENSIVE FINANCIAL REPORT" included in APPENDIX C to this Preliminary Official Statement for additional information on MFPRSI.

In the Fiscal Year ended June 30, 2025, the City's MFPRSI contribution totaled approximately $2,225,933. The City is current in its obligations to MFPRSI.

At June 30, 2025, the City reported a liability of $16,454,725 for its proportionate share of the net pension liability. While the City's contributions to MFPRSI are controlled by state law, there can be no assurance the City will not be required by changes in State law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the City. See "EMPLOYEES AND PENSIONS" included in APPENDIX A to this Preliminary Official Statement, and "JUNE 30, 2025 ANNUAL COMPREHENSIVE FINANCIAL REPORT" included in APPENDIX C to this Preliminary Official Statement for additional information on pension and liabilities of the City.

Bond Counsel, Disclosure Counsel, the Municipal Advisor, the Underwriter and the City undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the MFPRSI discussed above or included on the MFPRSI website, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the MFPRSI website.

The City provides health and dental care benefits for retirees and their beneficiaries through a single-employer, defined benefit plan. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. The City has the authority to establish and amend benefit provisions of the plan. Participants must be age 55 or older, have been employed by the City for the preceding four years, and be enrolled in a sponsored insurance plan at the time of retirement. Retirees under age 65 pay the same premium for the medical, prescription drug, and dental benefits as active employees, which results in an implicit rate subsidy and an OPEB liability. The contribution requirements of the City are established and may be amended by the City. Plan members are currently not required to contribute. The City funds on a pay-as-you-go basis. At June 30, 2024, 601 active employees and 20 inactive employees or beneficiaries were covered by the City's benefit terms. The City's total OPEB liability of $4,945,916 was measured as of June 30, 2025 and was determined by an actuarial valuation as June 30, 2024. For additional information, see "OTHER POST-EMPLOYMENT BENEFITS" included in APPENDIX A to this Preliminary Official Statement, and "JUNE 30, 2025 ANNUAL COMPREHENSIVE FINANCIAL REPORT" included in APPENDIX C to this Preliminary Official Statement.

Summary: The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Preliminary Official Statement and the appendices hereto.

RATING

The Bonds have been rated '___' by Moody's. Currently, Moody's rates the City's outstanding General Obligation long-term debt 'Aa1'. The existing rating on long-term debt reflects only the view of the rating agency and any explanation of the significance of such rating may only be obtained from Moody's. The ratings described above are not recommendations to buy, sell or hold the Bonds. There is no assurance that any such rating will continue for any period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of Moody's, circumstances so warrant. Therefore, after the date hereof, investors should not assume that the ratings are still in effect. A downward revision or withdrawal of either rating is likely to have an adverse effect on the market price and marketability of the Bonds. The City has not assumed any responsibility either to notify the owners of the Bonds of any proposed change in or withdrawal of any rating subsequent to the date of this Preliminary Official Statement, except in connection with the reporting of events as provided in the Continuing Disclosure Certificate, or to contest any revision or withdrawal.

MUNICIPAL ADVISOR

The City has retained PFM Financial Advisors LLC, Des Moines, Iowa as Municipal Advisor in connection with the preparation of the issuance of the Bonds. In preparing the Preliminary Official Statement, the Municipal Advisor has relied on government officials and other sources to provide accurate information for disclosure purposes. The Municipal Advisor is not obligated to undertake, and has not undertaken, an independent verification of the accuracy, completeness or fairness of the information contained in this Preliminary Official Statement. PFM Financial Advisors LLC is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

UNDERWRITING

The Bonds are being purchased, subject to certain conditions, by _____ (the "Underwriter"). The Underwriter has agreed, subject to certain conditions, to purchase all, but not less than all, of the Bonds at an aggregate purchase price of $_____ (reflecting the par amount of the Bonds with original issue premium of $_____ and an underwriter's discount of $_____).

The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts, certain of which may be sponsored or managed by the Underwriter) at prices lower than the initial

public offering prices stated on the cover page. The initial public offering prices of the Bonds may be changed, from time to time, by the Underwriter.

The Underwriter intends to engage in secondary market trading of the Bonds subject to applicable securities laws. The Underwriter is not obligated, however, to repurchase any of the Bonds at the request of the holder thereof.

CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City no later than June 30 after the close of each fiscal year, commencing with the fiscal year ending June 30, 2026, with the Municipal Securities Rulemaking Board, at its internet repository named "Electronic Municipal Market Access" ("EMMA"). The notices of events, if any, are also to be filed with EMMA. See "FORM OF CONTINUING DISCLOSURE CERTIFICATE" included in APPENDIX D to this Preliminary Official Statement The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in the "FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) (the "Rule").

During the previous five years, the City has not failed to comply, in all material respects, with any previous undertakings it has entered into with respect to the Rule.

Regarding the Mary Greeley Medical Center (the "Medical Center"), the Annual Financial Information and Operating Data Report for the Fiscal Year ending June 30, 2021 was not timely filed.

Breach of the undertakings will not constitute a default or an "Event of Default" under the Bonds or the Resolution. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

FINANCIAL STATEMENTS

The City's "JUNE 30, 2025 ANNUAL COMPREHENSIVE FINANCIAL REPORT", as prepared by City management and audited by a certified public accountant, is reproduced as APPENDIX C. The City's certified public accountant has not consented to distribution of the audited financial statements and has not been engaged to perform, and has not performed, any procedures on the financial statements after June 30, 2025, and also has not performed any procedures relating to this Official Statement. Further information regarding financial performance and copies of the City's prior Annual Comprehensive Financial Report may be obtained from PFM Financial Advisors LLC.

MISCELLANEOUS

Brief descriptions or summaries of the Issuer, the Bonds, the Resolution and other documents, agreements and statutes are included in this Official Statement. The summaries or references herein to the Bonds, the Resolution and other documents, agreements and statutes referred to herein, and the description of the Bonds included herein, do not purport to be comprehensive or definitive, and such summaries, references and descriptions are qualified in their entireties by reference to such documents, and the description herein of the Bonds is qualified in its entirety by reference to the form thereof and the information with respect thereto included in the aforesaid documents. Copies of such documents may be obtained from the Issuer.

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any of the estimates will be realized. This Official Statement is not to be construed as a contract or agreement between the Issuer and the purchasers or Owners of any of the Bonds.

The attached APPENDICES A, B, C and D are integral parts of this Official Statement and must be read together with all of the foregoing statements.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for any Bonds.

The Issuer has reviewed the information contained herein which relates to it and has approved all such information for use within this Official Statement. The execution and delivery of this Official Statement has been duly authorized by the Issuer.

CITY OF AMES, IOWA
Roger Wisecup, City Treasurer

APPENDIX A

GENERAL INFORMATION ABOUT THE CITY OF AMES, IOWA

The $44,320,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2026C (the "Bonds") are general obligations of the City of Ames, Iowa (the "City") for which the City will pledge its power to levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Bonds.*

* Preliminary, subject to change.

CITY PROPERTY VALUATIONS

IOWA PROPERTY VALUATIONS

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs the county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The 2025 final Actual Values were adjusted by the Story County Auditor. The reduced values, determined after the application of rollback percentages, are the taxable values subject to tax levy. For assessment year 2025 (applicable to fiscal year 2026-27), the taxable value rollback rate is 44.5345% of actual value for residential property; 59.4401% of actual value for agricultural property and 100.0000% of the actual value of utility property. The residential taxable rollback rate of 44.5345% would apply to the value of each property unit of commercial, industrial and railroad property that exceeds zero dollars ($0), but does not exceed one hundred fifty thousand dollars ($150,000) with a taxable value rollback rate of 90.0000% to the value that exceeds one hundred fifty thousand dollars ($150,000). No adjustment was ordered for utility property because its assessed value did not increase enough to qualify for reduction. Utility property is limited to an 8% annual growth.

The Legislature's intent has been to limit the growth of statewide taxable valuations for the specific classes of property to 3% annually. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services. See "PROPERTY TAX LEGISLATION" herein for a discussion on recent legislative revisions to the administration of certain property taxes in Iowa.

PROPERTY VALUATIONS (1/1/2025 Valuations for Taxes Payable July 1, 2026 through June 30, 2027)

	100% Actual Value	Taxable Value (With Rollback)
Residential	$5,655,567,600	$2,518,678,527
Commercial	1,332,650,700	1,145,130,194
Industrial	229,986,703	203,400,352
Railroads	13,247,028	11,912,466
Utilities w/o Gas & Electric	4,436,589	4,347,857
Gross valuation	$7,235,888,620	$3,883,469,396
Less exemptions [1]	(21,561,020)	(21,561,020)
Net valuation	$7,214,327,600	$3,861,908,376
TIF Increment	$36,468,197	$34,194,488
Taxed separately		
Ag. Land & Building	$7,456,200 [2]	$4,427,974 [2]
Gas & Electric Utilities	$37,842,396	$8,965,250

1) Includes both Military and Homestead Exemptions.
2) Reduced by $4,000 of Military Tax Exemption.

2025 GROSS TAXABLE VALUATION BY CLASS OF PROPERTY [1]

	Taxable Valuation	Percent of Total
Residential	$2,518,678,527	64.71%
Gas & Electric Utilities	8,965,250	0.23%
Commercial, Industrial, Railroads, Utility	1,364,790,869	35.06%
Total Gross Taxable Valuation	$3,892,434,646	100.00%

1) Excludes Taxable TIF Increment and Ag. Land & Buildings.

TREND OF VALUATIONS

Assessment Year	Payable Fiscal Year	100% Actual Valuation	Taxable Valuation (With Rollback)	Taxable TIF Increment
2021	2022-23	$5,516,177,632	$3,399,701,391	$57,260,674
2022	2023-24	5,545,568,538	3,406,697,589	17,675,578
2023	2024-25	6,566,910,557	3,564,175,150	16,426,500
2024	2025-26	6,636,609,831	3,656,669,644	22,973,002
2025	2026-27	7,296,090,393	3,870,873,626	34,194,488

The 100% Actual Valuation, before rollback and after the reduction of exemptions, includes Ag. Land & Buildings, TIF Increment and Gas & Electric Utilities. The Taxable Valuation, with the rollback and after the reduction of exemptions, includes Gas & Electric Utilities and excludes Ag. Land & Buildings and Taxable TIF Increment. Iowa cities certify operating levies against Taxable Valuation excluding Taxable TIF Increment and debt service levies are certified against Taxable Valuation including the Taxable TIF Increment.

LARGER TAXPAYERS

Set forth in the following table are the persons or entities which represent larger taxpayers within the boundaries of the City, as provided by the Story County Auditor's office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. With the exception of the electric and natural gas provider noted below (which is subject to an excise tax in accordance with Iowa Code chapter 437A), the City's mill levy is uniformly applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

Taxpayer [1)]	Type of Property/Business	1/1/2025 [2)] Taxable Valuation
Iowa State University Research Park	Commercial	$61,156,618
Barilla America Inc.	Industrial	58,002,869
Clinic Building Company Inc.	Commercial	36,615,122
Spirit Realty LP	Commercial	31,970,564
FPA6 University West LLC	Commercial	27,052,718
Bricktowne Ames LC	Commercial	25,481,575
Dayton Park LLC	Commercial	22,669,040
Walmart Inc. Store 4256-00	Commercial	22,365,292
GW Land Holdings LLC	Commercial	20,439,530
Menard Inc.	Commercial	20,085,411

1) This list represents some of the larger taxpayers in the City, not necessarily the 10 largest taxpayers.
2) The January 1, 2025 Taxable valuations listed represents only those valuations associated with the title holder and may not necessarily represent the entire taxable valuation.

Source: Story County Auditor

CITY INDEBTEDNESS

DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the Actual Value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit for the City, based on its 2025 Actual Valuation currently applicable to the Fiscal Year 2026-27, is as follows:

2025 Gross Actual Valuation of Property	$7,296,090,393 [1)]
Legal Debt Limit of 5%	0.05
Legal Debt Limit	$364,804,520
Less: G.O. Debt Subject to Debt Limit	(120,230,000)*
Less: Other Debt Subject to Debt Limit	(795,000) [2)]
Net Debt Limit	$243,779,520 *

1) Actual Valuation of property as reported by the Iowa Department of Management for the Fiscal Year 2026-27.
2) Other Debt Subject to Debt Limit includes TIF rebate agreement payments appropriated for Fiscal Year 2026-27.

DIRECT DEBT

General Obligation Debt Paid by Taxes and Other Sources [1)] (Includes the Bonds)

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding As of 9/15/2026
9/15A	18,445,000	Corporate Purpose Improvements & Refunding	6/35	$1,750,000
9/16A	11,650,000	Corporate Purpose Improvements & Refunding	6/28	1,670,000
9/17A	10,975,000	Corporate Purpose Improvements & Refunding	6/29	2,005,000
9/18A	7,490,000	Corporate Purpose Improvements	6/30	2,900,000
9/19A	10,775,000	Corporate Purpose Improvements	6/31	4,775,000
9/20A	17,865,000	Corporate Purpose Improvements & Refunding	6/32	6,695,000
9/21A	19,640,000	Corporate Purpose Improvements & Refunding	6/33	10,720,000
11/22A	12,440,000	Corporate Purpose Improvements	6/34	8,745,000
11/23D	12,110,000	Corporate Purpose Improvements	6/35	9,400,000
9/24A	17,495,000	Corporate Purpose Improvements	6/44	15,885,000
10/25A	12,530,000	Corporate Purpose Improvements	6/37	11,365,000
9/26C	44,320,000*	Corporate Purpose Improvements	6/46	44,320,000 *
Total				$120,230,000 *

1) The City's general obligation debt is abated by tax increment reimbursements, water revenues, sewer revenues, airport revenues, resource recovery revenues and special assessments.

* Preliminary; subject to change.

Annual Fiscal Year Debt Service Payments (Includes the Bonds)

	Existing Debt		The Bonds		Total Outstanding	
Fiscal Year	Principal	Principal and Interest	Principal*	Principal and Interest*	Principal*	Principal and Interest*
2026-27	$10,070,000	$13,096,006	$1,095,000	$2,515,942	$11,165,000	$15,611,948
2027-28	9,195,000	11,793,656	1,380,000	3,323,450	10,575,000	15,117,106
2028-29	8,655,000	10,924,581	1,890,000	3,764,450	10,545,000	14,689,031
2029-30	8,310,000	10,226,831	2,230,000	4,009,950	10,540,000	14,236,781
2030-31	7,845,000	9,448,131	2,345,000	4,013,450	10,190,000	13,461,581
2031-32	7,105,000	8,444,494	2,465,000	4,016,200	9,570,000	12,460,694
2032-33	5,330,000	6,412,575	2,585,000	4,012,950	7,915,000	10,425,525
2033-34	4,575,000	5,426,150	2,710,000	4,008,700	7,285,000	9,434,850
2034-35	3,450,000	4,086,350	2,850,000	4,013,200	6,300,000	8,099,550
2035-36	2,230,000	2,694,900	2,990,000	4,010,700	5,220,000	6,705,600
2036-37	2,150,000	2,515,800	3,140,000	4,011,200	5,290,000	6,527,000
2037-38	885,000	1,164,800	3,270,000	4,015,600	4,155,000	5,180,400
2038-39	920,000	1,164,400	1,670,000	2,284,800	2,590,000	3,449,200
2039-40	960,000	1,167,600	1,735,000	2,283,000	2,695,000	3,450,600
2040-41	995,000	1,164,200	1,800,000	2,278,600	2,795,000	3,442,800
2041-42	1,035,000	1,164,400	1,880,000	2,286,600	2,915,000	3,451,000
2042-43	1,080,000	1,168,000	1,950,000	2,281,400	3,030,000	3,449,400
2043-44	1,120,000	1,164,800	2,030,000	2,283,400	3,150,000	3,448,200
2044-45			2,110,000	2,282,200	2,110,000	2,282,200
2045-46			2,195,000	2,282,800	2,195,000	2,282,800
Total	$75,910,000		$44,320,000*		$120,230,000*	

* Preliminary; subject to change.

OTHER DEBT

Water Revenue Debt

The City has water revenue debt paid solely from the net revenues of the Water Utility as follows:

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding As of 9/15/2026
1/15	$61,482,339 [1]	Water Revenue Bonds (SRF)	6/37	$35,848,000
8/22	3,500,000	Water Revenue Bonds (SRF)	6/42	2,310,000
6/23C	12,161,000	Water Revenue Bonds (SRF)	6/43	10,878,000 [2]
Total				$49,036,000

1) Final loan amount is net of $6,598,621.20 forgiven on April 2, 2021.
2) Based on preliminary debt service schedule established prior to final project draws. The City has an outstanding balance of $8,281,258 based on draws through June 17, 2026.

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Sewer Revenue Debt

The City has sewer revenue debt paid solely from the net revenues of the Sewer Utility as follows:

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding As of 9/15/2026
11/12	$2,474,250	Sewer Revenue Bonds (SRF)	6/33	$909,000
9/16	641,332	Sewer Revenue Bonds (SRF)	6/36	340,000
2/18-1	767,771	Sewer Revenue Bonds (SRF)	6/38	480,000
10/18-2	5,206,055	Sewer Revenue Bonds (SRF)	6/38	3,529,000
1/23-1	3,685,175	Sewer Revenue Bonds (SRF)	6/42	3,155,000
1/23-2	7,631,852	Taxable Sewer Revenue Bonds (SRF)	6/42	6,671,000
8/23-3	1,409,021	Sewer Revenue Bonds (SRF)	6/43	1,280,000
11/24	65,185,000	Sewer Revenue Bonds (SRF)	6/46	65,185,000 [1]
10/25	337,000	Sewer Revenue Bonds (SRF)	6/42	317,000 [2]
5/26A	2,100,000	Sewer Revenue Bonds (SRF)	6/46	2,100,000 [3]
5/26B	5,700,000	Sewer Revenue Bonds (SRF)	6/46	5,700,000 [4]
Total				$89,666,000

1) Based on preliminary debt service schedule established prior to final project draws. The City has an outstanding balance of $43,056,495 based on draws through June 17, 2026.
2) Based on preliminary debt service schedule established prior to final project draws. The City has an outstanding balance of $312,000 based on draws through June 17, 2026.
3) Based on preliminary debt service schedule established prior to final project draws. The City has an outstanding balance of $10,500 based on draws through June 17, 2026.
4) Based on preliminary debt service schedule established prior to final project draws. The City has an outstanding balance of $28,500 based on draws through June 17, 2026.

Electric Revenue Debt

The City has electric revenue debt paid solely from the net revenues of the Electric Utility as follows:

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding As of 9/15/2026
12/15B	$9,500,000	Electric Revenue Bonds	6/27	$940,000

Hospital Revenue Debt

The City has hospital revenue debt paid solely from the net revenues of Mary Greeley Medical Center as follows:

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding As of 9/15/2026
06/16	$64,790,000	Mary Greeley Medical Center & Refunding	6/36	$46,670,000
11/19	35,000,000	Mary Greeley Medical Center	6/34	20,340,000
Total				$67,010,000

OVERLAPPING DEBT

Taxing District	1/1/2025 Taxable Valuation [1]	Portion of Taxable Valuation Within the City	Percent Applicable	G.O. Debt [2]	City's Proportionate Share
Story County	$6,693,310,591	$3,909,496,088	58.41%	$1,828,772	$1,068,186
Ames CSD	3,551,662,261	3,492,136,472	98.32%	52,935,000	52,045,692
Gilbert CSD	792,345,847	403,613,291	50.94%	38,460,000	19,591,524
Nevada CSD	673,266,520	1,388,182	0.21%	4,935,000	10,364
United CSD	482,491,945	12,358,143	2.56%	670,000	17,152
DMACC	75,013,582,571	3,909,496,088	5.21%	100,335,000	5,227,454
City's share of total overlapping debt:					$77,960,372

1) Taxable Valuation excludes military and homestead exemptions and includes Ag Land, Ag Buildings, all Utilities and TIF Increment.
2) Includes general obligation bonds, PPEL notes, certificates of participation and new jobs training certificates.

DEBT RATIOS

	G.O. Debt	Debt/Actual Market Value ($7,296,090,393) [1]	Debt/66,427 Population [2]
Total General Obligation Debt	$120,230,000*	1.65%*	$1,809.96*
City's Share of Overlapping Debt	$77,960,372	1.07%	$1,173.62

1) Based on the City's 1/1/2025 100% Actual Valuation; includes Ag Land, Ag Buildings, all Utilities and TIF Increment.
2) Population based on the City's 2020 U.S. Census.

* Preliminary; subject to change.

LEVIES AND TAX COLLECTIONS [1]

Fiscal Year	Levy	Collected During Collection Year	Percent Collected
2022-23	$33,548,230	$31,685,079	94.45%
2023-24	34,833,360	33,922,305	97.38%
2024-25	36,057,203	33,922,305	97.65%
2025-26	37,684,403 [2]	--------In Process of Collection--------	
2026-27	39,802,320 [2]	--------In Process of Collection--------	

Collections include delinquent taxes from all prior years. Taxes in Iowa are delinquent each October 1 and April 1 and a late payment penalty of 1.5% per month of delinquency is enforced as of those dates. If delinquent taxes are not paid, the property may be offered at the regular tax sale on the third Monday of June following the delinquency date. Purchasers at the tax sale must pay an amount equal to the taxes, special assessments, interest and penalties due on the property and funds so received are applied to taxes. A property owner may redeem from the regular tax sale but, failing redemption within three years, the tax sale purchaser is entitled to a deed, which in general conveys the title free and clear of all liens except future tax installments.

1) Source: The City's Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2025.
2) Source: The City's Adoption of Budget and Certification of City Taxes Form 85-811 for Fiscal Years 2025-26 and 2026-27.

TAX RATES

	FY 2021-22 $/$1,000	FY 2022-23 $/$1,000	FY 2023-24 $/$1,000	FY 2024-25 $/$1,000	FY 2025-26 $/$1,000
Story County	4.95627	4.50207	4.50196	4.41532	4.03184
Story County Hospital	0.87250	0.93350	0.93090	0.93090	0.99500
County Ag. Extension	0.07582	0.11527	0.11735	0.11259	0.11254
City of Ames	9.87363	9.82936	10.20097	10.09446	10.30432
City Assessor	0.38331	0.33790	0.35183	0.32228	0.30049
Ames Comm. School District	14.34470	14.28616	13.93640	14.00913	14.05780
Gilbert Comm. School District	17.20522	17.05730	16.80418	17.00785	17.99487
Nevada Comm. School District	14.91083	14.71344	14.69969	13.57043	13.94817
United Comm. School District	10.44720	9.76510	9.76371	9.69845	9.67843
Des Moines Area Comm. College	0.67789	0.69448	0.74410	0.75916	0.78046
State of Iowa	0.00260	0.00240	0.00180	0.00180	0.00000
Total Tax Rate:					
Ames CSD Resident	31.18672	30.70114	30.78531	30.64564	30.58245
Gilbert CSD Resident	34.04724	33.47228	33.65309	33.64436	34.51952
Nevada CSD Resident	31.75285	31.12841	31.54860	30.20694	30.47282
United CSD Resident	27.28922	26.18008	26.61262	26.33496	26.20308

LEVY LIMITS

Pursuant to House File 718, which was signed into law on May 4, 2023, the City's new adjusted city general fund levy ("ACGFL") for Fiscal Year 2025-26 was $6.38759. To control the growth of property taxes, the ACGFL is subject to potential limitation or reduction by constraining growth each year depending on if certain growth triggers are met or exceeded during the prior year. The levy limitation is only applicable Fiscal Year 2024-25 through Fiscal Year 2027-28. Beginning in Fiscal Year 2028-29, the levy limitation ceases and the City will go to a $8.10 ACGFL maximum. Certain levies like debt service, pensions, employee benefits and capital improvement reserve fund are not included in the new ACGFL limitation. The City's recent property valuation growth has often exceeded the new legislative caps. Assuming the City exceeds the legislative caps in the future, the City's general fund levies will lag its relative valuation growth. For Fiscal Year 2025-26, the City's non TIF tax valuation growth was 2.60% causing no change to the City's property tax revenue from the ACGFL. For Fiscal Year 2026-27, the City's non TIF tax valuation growth was 5.86% causing the City's property tax revenue from the ACGFL to be reduced by 2% of its revenues. The City's Budget for Fiscal Year 2026-27 accommodated this mitigation of tax revenue relative to its non-TIF tax valuation growth. Debt service levies are not limited, rather the City is only subject to the aggregate constitutional debt limits.

On May 18, 2026, the Governor signed into law Iowa Senate File 2472 ("SF 2472"), which enacts comprehensive reforms to Iowa's property tax system. SF 2472, among other things: (i) imposes growth-based caps limiting annual increases in property tax levy rates, generally restricting levy growth to 102% of the prior year's certified property tax dollars exclusive of New Valuation; (ii) restricts unassigned general fund reserves of certain local governments to 35% of budgeted general fund expenditures; (iii) prohibits the issuance of bonds or other indebtedness payable from ad valorem property taxes to fund general governmental operations; (iv) limits new urban renewal revenue division ordinances to a 23-year duration and imposes a 60% cap on tax increment captures from existing unlimited-duration urban renewal areas after 20 years; and (v) restructures the homestead credit program, replacing the existing credit with a new exemption of 10% of taxable value per eligible homestead (minimum $5,500, maximum $20,000, indexed for inflation). SF 2472 takes effect in part immediately upon enactment, with the majority of provisions applicable to fiscal years beginning on or after July 1, 2027.

See "DEBT LIMIT" under "CITY INDEBTEDNESS" included in APPENDIX A to this Preliminary Official Statement. See "PROPERTY TAX LEGISLATION" included in APPENDIX A to this Preliminary Official Statement for a discussion of revisions to the administration of the general fund levy beginning in Fiscal Year 2025-26. See also "SECURITY AND SOURCE OF PAYMENT" herein.

FUNDS ON HAND (CASH AND INVESTMENTS AS OF JUNE 30, 2026)

Governmental	
General Fund	$12,731,054.12
Debt Service Fund	4,945,482.59
Capital Projects Fund	32,533,456.74
Other Governmental Funds	31,606,427.02
Business-type	
Mary Greeley Medical Center	$518,161,664.00
Electric Utility	45,029,637.90
Sewer Utility	28,510,976.08
Water Utility	25,051,464.60
Other Enterprise Funds	43,474,267.92
Internal Service Funds	33,257,062.18
Total all funds	$775,301,493.15

GENERAL FUND BUDGETS (ACCRUAL BASIS)

The table below represents a comparison between the final Fiscal Year 2023-24 actual financial performance, the amended Fiscal Year 2024-25 budget, and the adopted Fiscal Year 2025-26 budget on an accrual basis.

	Actual FY 2023-24	Amended FY 2024-25	Adopted FY 2025-26
Revenues:			
Property taxes	$23,467,362	$24,240,520	$25,503,450
Other City taxes	2,932,275	2,859,076	2,861,555
Licenses and permits	1,480,274	1,539,301	1,539,301
Use of money and property	2,465,817	1,167,913	928,118
Intergovernmental	3,285,843	3,293,315	3,287,824
Charges for fees and services	2,351,933	2,409,820	3,008,855
Miscellaneous	240,948	195,302	198,504
Transfers in	10,224,793	10,123,772	10,137,630
Proceeds of Capital Asset Sales	-	-	-
Total revenues	$46,449,245	$45,829,019	$47,465,237
Expenditures:			
Public safety	$21,247,451	$22,925,948	$24,298,049
Public works	1,177,531	1,117,274	1,176,129
Health and social services	0	12,000	0
Culture and recreation	9,452,811	10,208,497	11,235,798
Community & economic development	1,041,611	1,190,860	1,292,206
General government	3,133,888	4,049,898	3,690,201
Capital projects	1,101,324	3,642,631	180,000
Transfers out	8,561,424	8,740,528	5,592,854
Total expenditures	$45,716,040	$51,887,636	$47,465,237
Excess (deficiency) of revenues over (under) expenditures	733,205	(6,058,617)	-
Fund balance at beginning of year	$16,229,557	$16,287,013	$10,229,903
Fund balance at end of year	$16,962,763	$10,228,396	$10,229,903

THE CITY

CITY GOVERNMENT

The City of Ames, Iowa (the "City") is governed under and operates under a Mayor-Council form of government with a City Manager. The principle of this type of government is that the Council sets policy and the City Manager carries it out. The six members of the Council are elected for staggered four-year terms. One member is elected from each of the four wards and two are elected at large. The Council appoints the City Manager as well as the City Attorney. The City Manager is the chief administrative officer of the City. The Mayor is elected for a four-year term, presides at Council meetings and appoints members of various City boards, commissions and committees with the approval of the Council.

EMPLOYEES

The City currently has 1,432 full-time employees, of which 522 are governmental employees and 910 are employees of the Mary Greeley Medical Center, and 1,308 part-time employees (including seasonal employees) of which 628 are governmental employees and 680 are employees of the Mary Greeley Medical Center. Included in the City's full-time employees are 56 sworn police officers and 64 firefighters.

UNION CONTRACTS

City employees are represented by the following bargaining units:

Bargaining Unit	Contract Expiration Date
International Association of Firefighters	June 30, 2027
Public, Professional and Maintenance Employees	June 30, 2027
International Union of Operating Engineers (Local 234C)	June 30, 2028
International Union of Operating Engineers (Local 234D)	June 30, 2028

INSURANCE

The City purchases insurance policies providing coverage for business needs including but not limited to general liability including auto liability, wrongful acts, excess (over all other coverage except Iowa liquor liability), law enforcement, public official, employee benefit, medical malpractice, underinsured motorist, and uninsured motorist; commercial property including commercial property & boiler and machinery (power generation related), municipal properties & boiler and machinery (non-power generation), and terrorism – TRIA (Federally defined terrorist acts); commercial property flood insurance including non-flood plain facilities (power generation), non-flood plain facilities (non-power), flood plain facilities including transit, water pollution control, airport and all other; airport liability; and cyber liability.

Source: The City

GENERAL INFORMATION

LOCATION AND TRANSPORTATION

The City is located in Story County in central Iowa. It is approximately thirty miles north of Des Moines, Iowa, the State capital and largest city in the state. The City is located on Interstate Highways 35 and 30. The City was incorporated in 1864 under the laws of the State of Iowa, later amended in July, 1975 under the Home Rule City Act.

The City, with a United States Census Bureau 2020 population of 66,427, is known for its excellent quality of life which includes a relatively crime-free environment, an extensive park system, superior cultural/recreations facilities and a nationally recognized school system. The City is the home of Iowa State University ("ISU"). ISU was established in 1859 and is an integral part of the community.

The City operates a mass transit system to provide efficient and economical transportation to all members of the community. A fixed routing service is available on a daily basis to most residents and a Dial-A-Ride service is available for elderly or handicapped residents. The City operates a municipal airport, which handles primarily charter services. National air service is available at the Des Moines International Airport, approximately thirty miles south of the City. The City is also provided freight services through the Union Pacific Railroad line.

LARGER EMPLOYERS

A representative list of larger employers in the City is as follows:

Employer	Type of Business	Number of Employees [1]
Iowa State University	Higher Education	15,919 [2]
Mary Greeley Medical Center	Health Care	1,590
Danfoss Corp.	Hydro-Transmissions	1,180
City of Ames	Municipal Government	1,150
Iowa Department of Transportation	Public Transportation	975
USDA	Federal Agency	700
McFarland Clinic, P.C.	Health Care	675
Ames Community School District	Education	700
Workiva	Software	550
Ames Laboratories	Federal Agency	415

1) Includes full-time, part-time and seasonal employees.
2) Source: Iowa State University Fact Book.

Source: The City

BUILDING PERMITS

Permits for the City are reported on a calendar year basis. City officials reported most recently available construction activity for a portion of the current calendar year, as of June 30, 2026. The figures below include both new construction and remodeling.

	2022	2023	2024	2025	2026
Residential Construction:					
Number of units:	402	457	426	428	235
Valuation:	$33,826,621	$28,211,202	$37,258,746	$43,019,520	$29,597,599
Commercial Construction:					
Number of units:	163	213	143	191	74
Valuation:	$76,251,698	$161,910,873	$104,350,984	$99,731,101	$57,138,384
Total Permits	565	670	569	619	309
Total Valuations	$110,078,319	$190,122,075	$141,609,730	$142,750,622	$86,735,983

U.S. CENSUS DATA

Population Trend

Population Trend:	1980 U.S. Census	43,775
	1990 U.S. Census	47,198
	2000 U.S. Census	50,731
	2010 U.S. Census	58,965
	2020 U.S. Census	66,427

Source: U.S. Census Bureau

UNEMPLOYMENT RATES

		City of Ames	Story County	State of Iowa
Annual Averages:	2022	2.3%	2.3%	2.9%
	2023	2.3%	2.4%	3.0%
	2024	2.4%	2.5%	3.2%
	2025	2.8%	2.9%	3.5%
	2026 (as of May)	2.7%	2.8%	3.2%

Source: U.S. Bureau of Labor Statistics

EDUCATION

Public education is provided by the Ames Community School District, with a fall 2025 certified enrollment of 4,468.9. The district, with approximately 700 employees, owns and operates one early childhood center, five elementary schools, one middle school, one high school and a facilities and maintenance building. Nevada Community School District, Gilbert Community School District and United Community School District all lie partially within the City and provide public education to portions of the City.

The Iowa State University ("ISU") 2025 Fall enrollment was 31,105. ISU is the City's largest employer with faculty and staff totaling approximately 15,919, including teaching assistants and hourly part-time employees. ISU, in addition to its educational function, is a leading agricultural research and experimental institution.

The Iowa State Center is the cultural center of ISU and the City. It attracts major dramatic and musical events, as well as seminars and conferences to the City. It is a complex of three structures: two theaters with capacities of approximately 2,750 and 450, and a continuing education building with a 450-seat auditorium and 24 meeting rooms. Connected to this complex are two of Iowa State University's major Big 12 athletic venues: Jack Trice football stadium with a seating capacity of 61,500 and Hilton Coliseum with capacity for approximately 15,000.

In addition to ISU located in the City, the following institutions provide higher education within 30 miles of the City: Drake University, Grand View University, Des Moines University (formerly University of Osteopathic Medicine and Health Services). Two-year degree programs are offered at Des Moines Area Community College, Upper Iowa University, Vatterott College and Kaplan University (formerly Hamilton College).

FINANCIAL SERVICES

Financial services for the residents of the City are provided by First National Bank Ames, Iowa and VisionBank of Iowa. In addition, the City is served by branch offices of Availa Bank, BMO Bank N.A., Bankers Trust Company, Central State Bank, Chase Bank, Exchange State Bank, First Interstate Bank, Midwest Heritage Bank F.S.B., Northwest Bank, South Story Bank & Trust; TS Bank, US Bank, N.A., and Wells Fargo Bank, as well as by several credit unions.

First National Bank Ames and VisionBank of Iowa report the following deposits as of June 30 for each year:

Year	First National Bank Ames	VisionBank of Iowa
2021	$952,731,000	$490,477,000
2022	978,988,000	486,110,000
2023	964,888,000	658,718,000
2024	935,488,000	701,572,000
2025	918,388,000	771,424,000

Source: Federal Deposit Insurance Corporation (FDIC)

APPENDIX B

FORM OF BOND COUNSEL OPINION

APPENDIX C

JUNE 30, 2025 ANNUAL COMPREHENSIVE FINANCIAL REPORT

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

OFFICIAL BID FORM

To: City Council of
City of Ames, Iowa

Sale Date: August 25, 2026
10:00 A.M., CT

RE: $44,320,000* General Obligation Corporate Purpose Bonds, Series 2026C (the "Bonds")

This bid is a firm offer for the purchase of the Bonds identified in the "TERMS OF OFFERING" and on the terms set forth in this bid form and "TERMS OF OFFERING", and is not subject to any conditions, except as permitted by the "TERMS OF OFFERING". By submitting this bid, we confirm we have an established industry reputation for underwriting new issuance of municipal bonds.

For all or none of the above Bonds, in accordance with the "TERMS OF OFFERING", we will pay you $_____ (not less than $43,876,800) plus accrued interest to date of delivery for fully registered Bonds bearing interest rates and maturing in the stated years as follows:

Coupon	Maturity	Yield	Coupon	Maturity	Yield
_____	2027	_____	_____	2037	_____
_____	2028	_____	_____	2038	_____
_____	2029	_____	_____	2039	_____
_____	2030	_____	_____	2040	_____
_____	2031	_____	_____	2041	_____
_____	2032	_____	_____	2042	_____
_____	2033	_____	_____	2043	_____
_____	2034	_____	_____	2044	_____
_____	2035	_____	_____	2045	_____
_____	2036	_____	_____	2046	_____

* Preliminary; subject to change. The aggregate principal amount of the Bonds, and each scheduled maturity thereof, are subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of $5,000 but the total amount to be issued will not exceed $51,875,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

We hereby designate that the following Bonds to be aggregated into term bonds maturing on June 1 of the following years and in the following amounts (leave blank if no term bonds are specified):

Years Aggregated	Maturity Year	Aggregate Amount
_____ through _____	_____	_____
_____ through _____	_____	_____

In making this offer we accept all of the terms and conditions of the "TERMS OF OFFERING" published in the Preliminary Official Statement dated August __, 2026, and represent we are a bidder with an established industry reputation for underwriting new issuances of municipal bonds. In the event of failure to deliver the Bonds in accordance with the "TERMS OF OFFERING" as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: $_____

TRUE INTEREST COST: _____% (Based on dated date of September 15, 2026)

Account Manager: _____ By: _____

Account Members: _____

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Ames, Iowa this 25th day of August 2026.

Attest: _____ By: _____

Title: _____ Title: _____

ITEM #:	**14**
DATE:	**08-11-26**
DEPT:	**ELEC**

COUNCIL ACTION FORM

SUBJECT: 161 KV TRANSMISSION LINE RECONSTRUCTION - IOWA DOT I-35 & 290TH STREET PROJECT

BACKGROUND:

The Iowa Department of Transportation (IDOT) is carrying out highway improvements along Interstate 35 north of Ankeny. These improvements include construction where 290th Street crosses I-35 in Story County. The City owns a 161kV electric transmission line that is situated on private property adjacent to IDOT right of way in this area. The IDOT construction project will require temporary relocation of a portion of the transmission line in vicinity of 290th Street. **All costs associated with this relocation project will be reimbursed by the IDOT.**

On March 24, 2026, Council approved a professional services agreement with DGR Engineering for the design and engineering of this project in the total amount of $239,000. The action now being requested is for the approval of plans and specifications for the Ames Plant to NE Ankeny 161 kV Transmission Line Iowa DOT Relocation. Staff is asking to set September 9, 2026, as the bid due date and September 22, 2026, as the date of public hearing and award of contract.

The engineer's estimate for the construction phase of this relocation project is $1,323,245. Council also previously approved an engineering reimbursement agreement with IDOT in the total amount of $383,400, which includes $291,000 for engineering services and $92,400 for easement acquisition. The easement acquisition will be performed by the IDOT and is not included in the City's project cost.

The current estimated total project cost is $1,562,245 including $239,000 for engineering and the $1,323,245 as estimated construction cost. The approved FY 2026/27 Capital Improvements Plan includes $1,500,000 under the project titled "161 kV Line Relocation." **Because this project is 100% reimbursed by the IDOT, the CIP project will be amended with the fall budget amendment to match the project cost.**

All engineering and construction expenses for the project will be reimbursed by IDOT. **A reimbursement agreement has already been signed and is attached.**

ALTERNATIVES:

1. Approve preliminary plans and specifications for the 161 kV Transmission Line Reconstruction - Iowa DOT I-35 & 290th Street project, and setting September 9, 2026, as the bid due date, and September 22, 2026, as date of Public Hearing.

2. Do not approve plans and specifications at this time, which would delay the IDOT's project.

CITY MANAGER'S RECOMMENDED ACTION:

In order to facilitate these IDOT improvements, the City's 161 kV transmission line must be relocated. The relocation costs will be reimbursed by IDOT after the City designs, bids, and constructes the work. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as stated above.

ATTACHMENT(S):
Story Co - U-2026-85-001 - City of Ames - IMN-035-4(286)104--0E-85(ROW)_Signed.pdf

IOWA | DOT

Utility Reimbursement Agreement

Last Updated 1-5-2026

Agreement No.:	**U-2026-85-001**
County:	**Story**
ROW Phase No.:	**IMN-035-4(286)10--0E-85**
Construction Phase No.:	**IM-035-4(315)104--13-85**

This Agreement is entered into by and between the State of Iowa, Iowa Department of Transportation, (hereafter Department), and City of Ames a corporation, with offices in Ames, Iowa, (hereafter Company) as follows:

1. Project Information

1.1. The Department shall proceed with the proposed Portland Cement Concrete (PCC) Pavement – Grade and New on I-35 North of 315th Street to US Highway 30 in Story County in accord with its plans and specifications as designated by the project phase numbers listed above. The plans and specifications are made a part of this agreement.

1.2. Electric transmission facilities owned and operated by the Company located on its own easements upon privately owned land affected by the project shall be adjusted in accordance with Exhibit "A" attached hereto and by this reference made a part hereof. Work and operations to be done by the Company consist of the following:

a. Engineering for the work proposed at the preliminary and construction stages.
b. Temporarily relocate approximately 750 lineal feet of overhead 161 kV electric transmission lines, poles and related appurtenances that are currently located in private easements on privately owned land into a temporary easement to provide clearance for bridge construction on the proposed project.
c. Department will acquire the temporary easement and two permanent access easements from private property on behalf of the Company.
d. Department will perform necessary clearing and grubbing needed for Company's temporary relocation into the temporary easement.
e. Company will relocate back into their existing, permanent easements upon completion of the proposed project.

1.3. In connection with the relocation of Company owned facilities to accommodate the Department's proposed project any permanent or temporary easements necessary for the Company's facility relocation to accommodate the Department's project will be acquired by the Department, for and in the name of the Company. Where acquired by contract the Company will receive title from the contract seller and the Company will accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding will be instituted by the Department to acquire real estate or rights in real estate needed by the Company for the Company and to acquire real estate or rights in real estate needed by the Department for the Department.

2. Project Costs and Method of Payment

2.1. The total estimated cost occasioned by the project in relocating Company facilities and Department share in such costs is $1,562,245.00 (State Share @ 100% $1,562,245.00 / Company Share @ 0% $0.00) as shown in Exhibit "B" attached hereto and by this reference made a part hereof. The Department's share of costs is limited to only those costs that are eligible for Federal-aid reimbursement as per Title 23, Code of Federal Regulations (CFR), Part 645.

2.2. If actual costs will exceed 125% of the estimate, the Company shall promptly request written approval from the Department to exceed the estimated cost unless the additional cost is $10,000 or less. Such requests shall include an updated itemized cost estimate and an explanation for the increased costs. The Department will not reimburse the Company for costs exceeding 125% of the estimate unless the Department approves such a request in writing.

2.3. For full and complete compensation for all work, materials, and services furnished under the terms of this agreement, the Company shall be paid actual costs as estimated on Exhibit "B", subject to the provisions of Section 4 of this agreement.

3. Construction

3.1. The Company agrees to perform the work specified to adjust its facilities, and further certifies:
- a. It is financially capable of performing the work prior to being reimbursed.
- b. The work shall be done by qualified, properly trained, and experienced personnel.
- c. Temporary relocation of the electric transmission facilities shall be completed no later than May 31, 2027, weather permitting and contingent on timely rights of entry and easement acquisition by the Department and material delivery lead times. Relocation of the electric transmission facilities back to the existing, permanent easements shall be done in a timely manner following completion of the proposed project.
- d. It is aware of all applicable work requirements and administrative rules imposed by the Federal Highway Administration and the Department.

3.2. Upon receipt of written notice to proceed from the Department, the Company shall adjust its facilities in a satisfactory manner as outlined in paragraph 1.2 that will not interfere with the highway project. The Company shall notify the appropriate Resident Construction Engineer of the date on which Company work begins in the project area and of the anticipated completion date. The Company will also inform the Department when each phase of the work is completed. If a change in schedule is warranted, it shall be approved by the Department Resident Construction Engineer.

Dustin Skogerboe, Resident Construction Engineer
Dustin.Skogerboe@iowadot.us
(641) 751-0022

4. Billing and Final Payment

4.1. The Company may elect to provide the Department with an invoice at various stages of the utility adjustment effort. However, the invoice shall only be for expenses incurred prior to the date of the invoice. The Company shall provide the Department with an invoice that includes the following:
- a. Company name
- b. Date of invoice
- c. Invoice number
- d. Agreement number as shown on page 1 of this agreement.
- e. Phase Numbers as shown on page 1 of this agreement.
- f. Beginning and ending dates of work.
- g. Proof of payments made, and an itemized list of actual costs incurred, including a specific description of each item, product, or service provided. Labor, indirect costs, and direct costs shall be identified separately.
- h. Proof of payments made, and an itemized list of unit costs incurred, including a specific description of each item listed.
- i. Percent of work completed.
- j. Total amount claimed to date.
- k. Previous payments made to date if any.
- l. Company project or activity numbers.
- m. If the invoice is final, it shall conspicuously show the word "FINAL" near the top of the invoice. Otherwise, the invoice shall conspicuously show the word "PROGRESS" near the top of the invoice.
- n. If more than one progress payment is requested, the total of all progress payments will not exceed 90% of the Department's share of the cost as specified in Exhibit "B". The Department will retain 10% until it has received the Certificate of Completion, the Disclaimer of Interest in Realty and the Final Audit is complete, and the Department has determined the final payment due.

4.2. Upon receiving a final invoice from the Company, the Department will pay the Company an amount not to exceed 90% of either the Department's share of the estimated cost as specified in Exhibit "B" or the claimed amount, whichever is less. The Department will retain 10% until it has received the Certificate of Completion, the Disclaimer of Interest in Realty and the Final Audit is complete, and the Department has determined the final payment due.

4.3. Upon completion of the relocation, the Company shall return a signed Certificate of Completion and Acknowledgement of Utility Work (Form 517112) to the District Utility Coordinator identified below. This form is available on the Department's website (https://iowadot.forms.govos.com/sc/). The Department will either acknowledge and accept the work as complete or explain why it cannot do so. After the work is accepted as complete, the Department may perform a final audit of the Company's claimed cost.

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Utility Reimbursement Agreement
Last Updated 1-5-2026

Sean Passick, District Utility Coordinator
Sean.Passick@iowadot.us
(515) 988-1325

5. General Provisions

5.1. The Company hereby acknowledges receipt of notice and waives further notice required by Iowa Code 306A.10.

5.2. This agreement is subject to the following provisions of 23 CFR Part 645 and Iowa Administrative Code 761--115 (IAC), which are incorporated by reference.

5.3. In accordance with the IAC 761--115.22(6)b, this agreement by itself does not constitute a permit nor does it grant permission to occupy the primary highway rights-of-way. Where facilities are to be located on or across the rights-of-way, the Company is responsible for obtaining a permit from the Department prior to commencing work within the rights-of-way.

5.4. All work performed pursuant to this agreement shall comply with 49 CFR Part 21-Nondiscrimination in Federally Assisted Programs of the Department of Transportation and all other applicable State or Federal laws, regulations, or directives, as of the date of execution of this agreement.

5.5. The Company shall perform future construction, repair, replacement, or maintenance of the Company's facilities within Department's highway rights-of-way in accordance with the IAC 761--115 incorporated in the Department's Utility Accommodation Policy.

5.6. The Company and its consultants, contractors, or subcontractors where applicable, shall maintain all books, documents, accounting records, supporting cost proposals, and other evidence pertaining to costs incurred and make such material available at their respective offices at all reasonable times during the period of this agreement. These records shall be available for 3 years from the date of final payment under this agreement for inspection by the Department, Federal Highway Administration, or any authorized representative of the Federal government. The Company shall furnish copies of these records, if requested.

5.7. If difficulties or delays arise which, in the opinion of the Department, make it impractical to proceed with the proposed improvement, the Department may cancel this agreement by written notification to the Company and this agreement shall become null and void, provided such notification is given prior to the notice by the Department to the Company to proceed.

5.8. This agreement and the referenced exhibits constitute the entire agreement between the Company and the Department concerning this project. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Any addendums shall become effective only upon written approval of the Company and the Department. If any clause in this agreement is declared invalid, it shall not void the entire agreement.

5.9. This agreement may be executed and delivered in two or more copies, each of which shall be deemed to be an original and shall constitute but one and the same agreement.

5.10. The attention of the Company is directed to the provisions of an act of Congress known as Title 23, United States Code, Section 1 and any other acts of Congress providing for road improvements. When the Federal Government is to pay all or any portion of the cost of an improvement or project, the construction work, although it is under the supervision of the Department and subject to laws of the State of Iowa, is also subject to the above-mentioned acts of Congress and to all authorities. This construction work shall be subject to inspection by duly authorized agents of the Federal Government, but this inspection will not make the Federal Government a party to the contract.

5.11. All work done under agreement must conform to Build America, Buy America Act (BABA) requirements in accordance with 23CF 635.410 as it relates to permanently incorporated steel and/or iron materials, construction materials, and manufactured products.

5.12. On all contracts involving Federal-aid, all products of iron, steel, construction materials, and manufactured products permanently incorporated into the work shall comply with BABA. Minimal amounts of iron and

steel from foreign sources may be allowed, provided the cost does not exceed 0.1% of the contract sum or $2,500, whichever is greater. This amount shall include transportation, assembly, and testing as delivered cost of foreign products to the project. The Company shall certify all items that must be BABA compliant are of domestic origin. A domestic materials certification form must be completed, signed and returned to the District Utility Coordinator identified in Section 4 above prior to commencing relocation or adjustment work. See Exhibit C for additional details.

5.13. By signing and accepting the terms of this Agreement, the Company hereby acknowledges and accepts the responsibility for BABA compliance.

IOWA | DOT

Utility Reimbursement Agreement

Last Updated 1-5-2026

6. Signatures

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed by their duly authorized officers on the dates below indicated.

CITY OF AMES

By John A. Haila Date MARCH 24, 2026

Name: JOHN A. HAILA

Title: MAYOR

ATTEST:

By Renee Hall Date March 24, 2026

Name: Renee Hall

Title: City Clerk

STATE OF IOWA
IOWA DEPARTMENT OF TRANSPORTATION

By B.J.L. Date 3/30/2026

Brad Hofer
Right of Way Bureau Director

ATTEST:

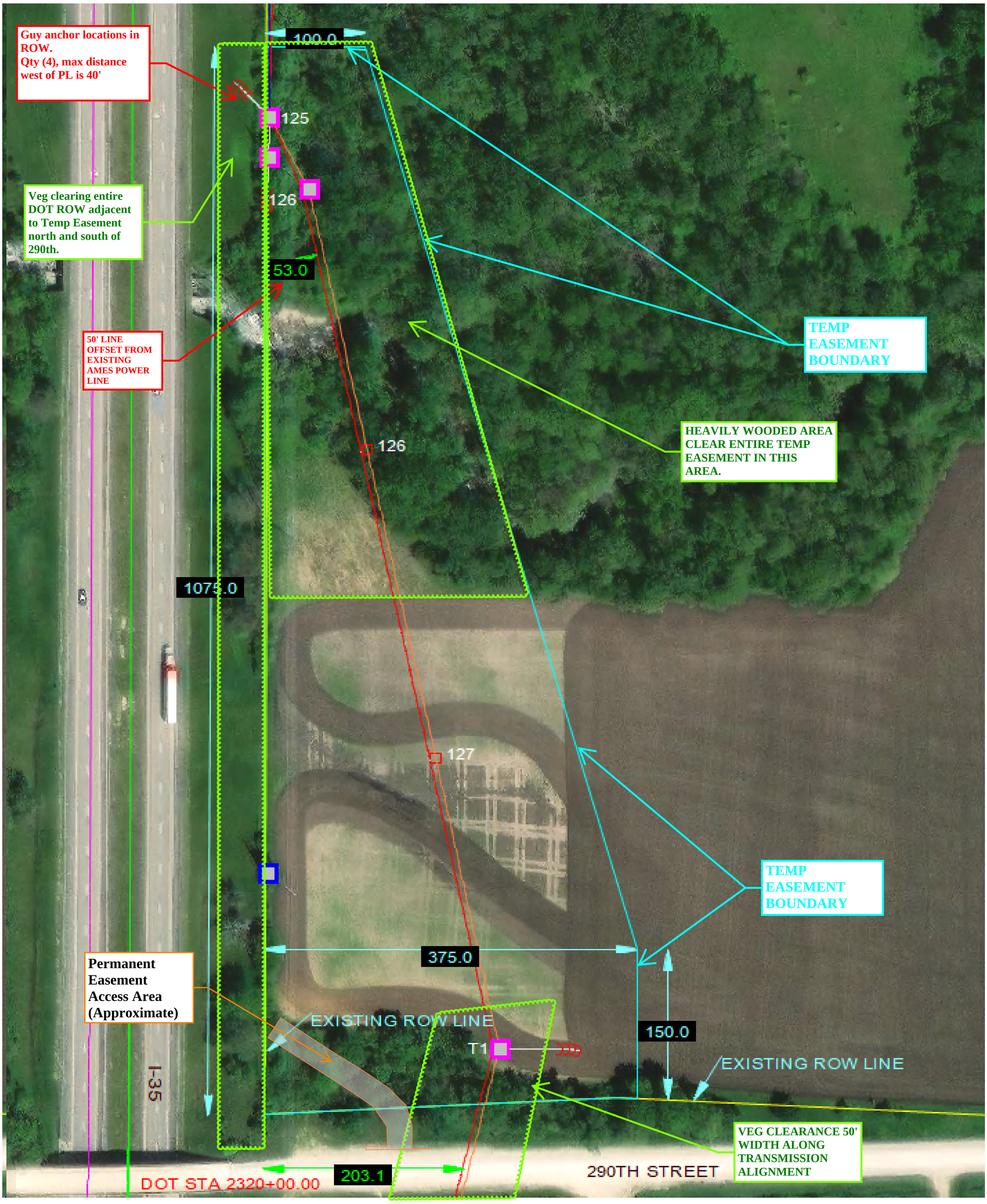
By Deanne Popp Date/Staff Action 3/30/2026 | SA-199-2026 03 26

Name: Deanne Popp

Title: Utility Program Administrator

EXHIBIT A

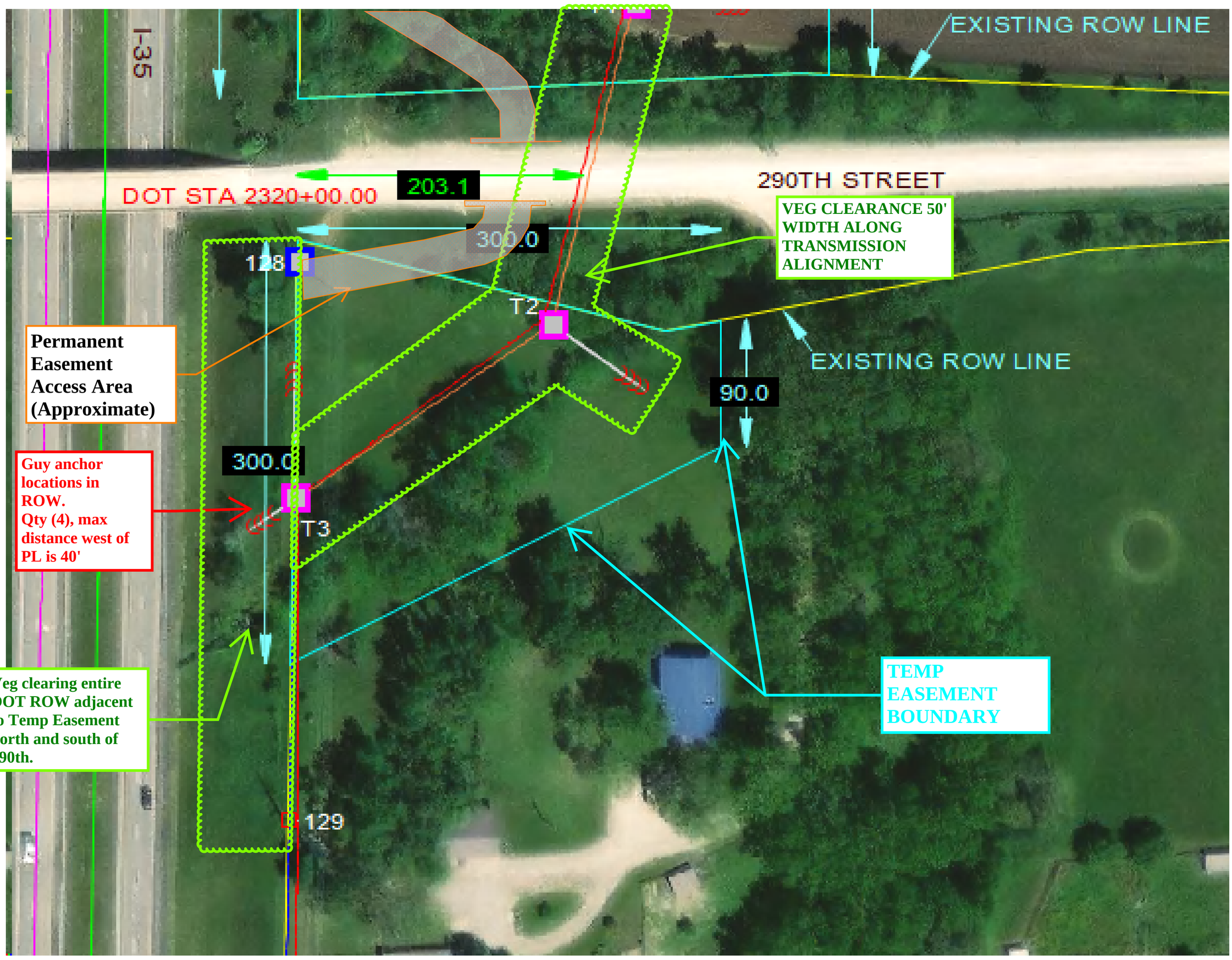
TEMPORARY EASEMENT SKETCH (PROPOSED)
AMES 161 kV TRANSMISSION RELOCATION
290TH STREET IA DOT IMPROVEMENTS
[Revised: 01-27-2026]



NOTES:

1. **Information is preliminary and approximate.**
2. **Design has not yet been completed. Dimensions and layout are preliminary pending easement and ROW availability.**
3. **Ames will require ability to install down guys and anchors into existing Ia DOT ROW in order to support temporary "shoo-fly" design. Anchors are proposed to be installed approximately 40' west across existing ROW line parallel to I-35 corridor.**
4. **All temp easement dimensions shown are from existing ROW line locations, overlapping existing Ames private easement.**
5. **Temp easements shall include rights to ingress/egress, vegetation clearing and provisions to deal with compaction from heavy construction equipment.**

TEMPORARY EASEMENT SKETCH (PROPOSED)
AMES 161 kV TRANSMISSION RELOCATION
290TH STREET IA DOT IMPROVEMENTS
[Revised: 01-27-2026]



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PROJECT BUDGET SUMMARY (ESTIMATE) - 2026 I-35 IA DOT RELOCATION PROJECT
City of Ames, Iowa
Rev: 02-20-2026

PROJECT COST ESTIMATES

Description			Preliminary Est.	Notes:
Engineering			**$ 239,000**	
Construction Contract Total			**$ 1,323,245**	
Subtotal - Construction Labor			$ 870,980	
	Direct Labor	$ 673,750		
	Overhead and Indirect	$ 197,230		
Subtotal - Materials & Supplies			$ 452,265	
Easements				By Ia DOT - not included in this estimate.
Property Damages (Crop Damages)				By Ia DOT - not included in this estimate.
Vegetation Clearing and Grubbing				By Ia DOT - not included in this estimate.
Total - Project Estimate:			**$ 1,562,245**	

Estimate Notes:

- **All costs are estimated per 2026 contractor pricing.**
- **Assumes down guys allowable in DOT ROW per preliminary sketch. If not, laminted structures will be required and add significant cost and lead time.**

STORY CO - U-2026-85-001 - CITY OF AMES - IMN-035-4(286)10--0E-85(ROW)

CONSTRUCTION ESTIMATE BREAKOUT - PRELIMINARY
[02-20-2026]
AMES PLANT TO NORTHEAST ANKENY 161 kV TRANSMISSION LINE RELOCATION
IOWA DOT I-35 PROJECT 2026
CITY OF AMES
AMES, IOWA

Unit	Description	Unit Price: Est # of Units	Labor	Ext Labor	Materials	Ext Materials	Labor & Materials	Extended Price
Formula	Formula to be used to perform calculations	U	L		M		L+M	(L+M) x U
95-H4 (LWP)	Wood Pole, 95 ft. Class H4, Laminated WPE (ea.)	3.000	$ 17,300.00	$ 51,900.00	$ 34,600.00	$ 103,800.00	$ 51,900.00	$ 155,700.00
100-H2	Wood Pole, 100 ft. Class H2, Round (ea.)	1.000	$ 15,000.00	$ 15,000.00	$ 17,400.00	$ 17,400.00	$ 32,400.00	$ 32,400.00
110-H2	Wood Pole, 110 ft. Class H2, Round (ea.)	2.000	$ 15,500.00	$ 31,000.00	$ 18,900.00	$ 37,800.00	$ 34,400.00	$ 68,800.00
110-H5	Wood Pole, 110 ft. Class H5, Round (ea.)	2.000	$ 20,400.00	$ 40,800.00	$ 20,000.00	$ 40,000.00	$ 40,400.00	$ 80,800.00
TP-161	161 kV Tangent, Braced Line Post (ea.)	4.000	$ 5,100.00	$ 20,400.00	$ 6,600.00	$ 26,400.00	$ 11,700.00	$ 46,800.00
TS-4A-161	161 kV Medium Angle (ea.)	2.000	$ 5,500.00	$ 11,000.00	$ 5,200.00	$ 10,400.00	$ 10,700.00	$ 21,400.00
TS-5GLA-161	161 kV Vertical Deadend, Large Angle, Laminated Wood Pole (ea.)	2.000	$ 16,600.00	$ 33,200.00	$ 13,800.00	$ 27,600.00	$ 30,400.00	$ 60,800.00
T2-397 ACSR	161 kV Phase Conductor, T2-397.5 kcmil ACSR, (26/7) Ibis (Mft.)	5.000	$ 18,300.00	$ 91,500.00	$ 13,800.00	$ 69,000.00	$ 32,100.00	$ 160,500.00
OPGW	Optical Ground Wire, 24 Fiber, Single Mode (Mft.)	2.500	$ 15,900.00	$ 39,750.00	$ 5,200.00	$ 13,000.00	$ 21,100.00	$ 52,750.00
XC-161	Transfer Existing 161 kV Conductor (Mft.)	4.500	$ 15,700.00	$ 70,650.00	$ 100.00	$ 450.00	$ 15,800.00	$ 71,100.00
XC-OPGW	Transfer Existing Optical Ground Wire (Mft.)	2.500	$ 15,200.00	$ 38,000.00	$ 3,800.00	$ 9,500.00	$ 19,000.00	$ 47,500.00
D6	Screw Anchor, Transmission, Triple Helix (ea.)	24.000	$ 900.00	$ 21,600.00	$ 600.00	$ 14,400.00	$ 1,500.00	$ 36,000.00
E3-3	Insulated Down Guy, 1/2" EHS (ea.)	24.000	$ 900.00	$ 21,600.00	$ 600.00	$ 14,400.00	$ 1,500.00	$ 36,000.00
E5	Guy Rod Extension, 5' Square Shaft (ea.)	48.000	$ 400.00	$ 19,200.00	$ 200.00	$ 9,600.00	$ 600.00	$ 28,800.00
RC	Remove Conductor, 1Ø , Phase or OPGW (Mft.)	4.500	$ 3,800.00	$ 17,100.00	$ -	$ -	$ 3,800.00	$ 17,100.00
RGA	Remove Guy and Anchor (ea.)	24.000	$ 500.00	$ 12,000.00	$ -	$ -	$ 500.00	$ 12,000.00
RS	Remove Structure (ea.)	10.000	$ 4,300.00	$ 43,000.00	$ 100.00	$ 1,000.00	$ 4,400.00	$ 44,000.00
FOS-2	Fiber Optic Storage System, Wood Pole (ea.)	2.000	$ 4,800.00	$ 9,600.00	$ 5,000.00	$ 10,000.00	$ 9,800.00	$ 19,600.00
FST	Fiber Splicing and Testing (lump sum)	2.000	$ 9,100.00	$ 18,200.00	$ 2,200.00	$ 4,400.00	$ 11,300.00	$ 22,600.00
WPG	Wood Pole Ground (ea.)	10.000	$ 700.00	$ 7,000.00	$ 200.00	$ 2,000.00	$ 900.00	$ 9,000.00
Overhead and Incidental								
TC	Traffic Control (lump sum)	1.000	$ 4,100.00	$ 4,100.00	$ 600.00	$ 600.00	$ 4,700.00	$ 4,700.00
T1	Mobilization (lump sum)	1.000	$ 118,100.00	$ 118,100.00	$ 6,500.00	$ 6,500.00	$ 124,600.00	$ 124,600.00
V1	Construction Allowance (required item)	1.000	$ 50,000.00	$ 50,000.00	$ -	$ -	$ 50,000.00	$ 50,000.00
	Subtotals ---------->		**Total Labor->**	**$ 673,750.00**	**Total Mtrls->**	**$ 452,265.00**	**Total OH and Incidental->**	**$ 197,230.00**

TOTAL - CONSTRUCTION CONTRACT = $ 1,323,245.00

Notes:

- Estimate is preliminary and subject to change pending final design, contractor pricing, Q1 2026.

- 10% Contingency is included on subtotals.

- Construction Contract excludes vegetation clearing & grubbing, easement acquisition or costs, and property or crop damages.

IOWA | DOT

KIM REYNOLDS, GOVERNOR

SCOTT MARLER, IOWA DOT DIRECTOR
MELISSA GILLETT, IOWA DOT COO

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Build America, Buy America (BABA)
Overview & Guidance
EXHIBIT C

Form: BA1

Last updated 01-05-2026

HISTORY:

Buy America requirements originated in 1983 in the Code of Federal Regulations 23CFR 635.410. Part 1 states: "The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. "This applied to all projects where Federal aid is involved.

Beginning January 1, 2014, per section 1518 of MAP-21, if the project as defined by National Environmental Policy Act (NEPA), has at least one authorized Federal-Aid Highway Program (FAHP) construction contract, all utility relocations eligible for federal reimbursement utility work must meet Buy America regardless of funding source.

The Infrastructure Investment and Jobs Act (IIJA) introduced the Build America, Buy America (BABA) Act. This includes changes to what is defined in the bill as "Construction Materials".

The Bipartisan Infrastructure Law (BIL) 70914, November 2021, mandates for BABA that all iron, steel, manufactured products, and construction materials used in projects supported by federal funds be produced in the United States.

Iowa Department of Transportation Standard Specification 1107.06 covers BABA requirements for the Iowa Department of Transportation (department) contractor. On federal aid contracts and contracts where the department is the contracting authority, all products of iron, steel, and construction materials, which are permanently incorporated into the work, shall comply with the BABA and Materials I.M. 107.

Iron and Steel

- In BIL 70914 apply only to the extent that Federal agencies do not already apply a BA preference. **Title 23 funded highway projects already require the use of domestic iron and steel for any iron and steel to be permanently incorporated into the project.**

- Articles, materials, or supplies that **consist wholly** or **predominantly of iron and steel** or **a combination of both.** All manufacturing processes, from the initial melting state through the application of coatings, occurred in the U.S. ***(Predominantly means the cost of the iron and steel content exceeds 50% of the total cost of all its components.)***

- The de minimis (minimal use) threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel. **Total cost** of all foreign source items **used in the contract**, **as delivered to the project site**, is **less than $2,500** or one-tenth of 1% of the total contract amount, whichever is greater.

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Manufactured Products

- Articles, materials, or supplies that have been: (i) **processed into a specific form and shape**; or (ii) **combined** with other articles, materials, or supplies **to create a product with different properties than the individual articles, materials, or supplies.**

- FHWA general waiver 48 FR 53099 (November 25, 1983) for manufactured products **is no longer in effect as of October 1, 2025.**

Construction Materials

- **Non-ferrous metals.** All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the U.S.

- **Plastic and polymer-based products.** All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the U.S.

- **Glass.** All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the U.S.

- **Fiber optic cable (including drop cable).** All manufacturing processes, from initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the U.S. *All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.*

- **Optical fiber.** All manufacturing processes, from initial preform fabrication stage through the completion of the draw, occurred in the U.S.

- **Lumber.** All manufacturing processes, from initial debarking through treatment and planing, occurred in the U.S.

- **Drywall.** All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the U.S.

- **Engineered wood.** All manufacturing processes, from initial combination of constituent materials until the wood product is in its final form, occurred in the U.S.

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What does this mean for utility relocations? Essentially, all products of iron and steel, manufactured products, and construction materials will need to have a certification statement that states it was manufactured in the United States of America.

APPLICABILITY:

- BABA requirements only affect products containing iron, steel, construction materials, and manufactured products permanently incorporated into the work.
- BABA only applies to relocations of utility facilities that must move due to highway projects under certain specific conditions as stated below.
- BABA applies if the utility relocation is **eligible** for reimbursement with federal funds, however in the case of BABA few of the eligible relocations will be reimbursed. See below for eligibility criteria and reimbursement guidance.
- BABA applies in the case where the utility relocation is included in the federal-aid contract. This can be through an agreement with the department or a local agency.

Projects where BABA applies to utility relocations in Iowa:

There are four primary cases when BABA provisions must be applied to utility relocations in Iowa.

Case 1, Agreement work

This case involves relocation of a utility on private property (fee title or easement) in response to an Iowa Department of Transportation (department) project where any federal funds are used within the NEPA project boundary and where property rights require the department to reimburse the utility for relocation. This case applies when the project is on any primary highway or freeway under the jurisdiction of the department.

Case 2, Interstate project relocation - department permitted work

This case involves relocation of any utility inside primary highway rights-of-way due to a department project on the interstate system and any federal funds are used within the NEPA project boundary. The reason this case applies in Iowa is because this relocation is eligible for reimbursement due to Iowa Code Section 306A.10 that states the relocation **may** be paid. While the relocation of the utility facility is **eligible** for reimbursement, historically, the department has not paid for such relocations.

Case 3, Interstate project relocation – city or county permitted or franchised work

This case involves relocation of any utility inside city or county right of way due to a department project on the interstate system and any federal funds are used within the NEPA project boundary. The reason this case applies in Iowa is because this relocation is eligible for reimbursement due to Iowa Code Section 306A.10 that states the relocation may be paid. While the relocation of the utility facility is eligible for reimbursement, historically, the department has not paid for such relocations.

Case 4, Utility relocation is included in a federal-aid contract

This involves relocation of any utility that is done as part of a federal-aid department project or a federal aid local agency project due to Article 1107.06 of the department's standard specification. This could be a project on a primary highway or city street. Special provisions may not override or circumvent the requirements of the specifications for BABA compliance.

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How to comply with BABA provisions (Case 1,2,3):

1. The department will determine if BABA applies to utility relocations based on department or local agency project requirements.
2. Submit Materials Certification* to the department.
   - Case 1: Submit with the department reimbursement agreement documents.
   - Case 2: Submit with the department permit request documents.
   - Case 3: Submit to the department with issued city or county permit or franchise documents.
3. Complete the relocation work in accordance with the BABA requirements.
4. Retain verification paperwork (i.e., mill and/or step certifications, bills of lading, manufacturers' certificates, etc.) for all BABA materials for a period of 5 years from the date of issuance of the permit or reimbursement agreement. Field audits of the materials and/or office audits of the certification paperwork by department personnel should be expected.

How to comply with BABA provisions (Case 4):

Submit Materials Certification* according to Article 1107.06 of the department standard specifications. The process is identified I.M. 107. https://ia.iowadot.gov/erl/current/IM/content/107.htm

The domestic materials certification form(s) must be completed, signed and returned to the District Utility Coordinator identified in Section 4 of the agreement prior to commencing relocation or adjustment work.

Minimal Use of Foreign Steel:

FHWA regulations permit a minimal use of foreign steel and iron in the amount of $2,500 or one-tenth of one percent of the utility relocation contract/cost, whichever is greater. This amount would be the total amount of foreign steel or iron allowed on the utility project across all the materials supplied.

Incorporation of any foreign steel must be preapproved by the department.

***Materials Certification Forms:**

Certificate of Build America, Buy America Compliance for Construction Material or Manufactured Product (Materials I.M. 107 Appendix A) https://ia.iowadot.gov/erl/current/IM/content/107aa.pdf

Certificate of Build America, Buy America Compliance for Iron and Steel (Materials I.M. 107 Appendix B) https://ia.iowadot.gov/erl/current/IM/content/107ab.pdf

Domestic Materials Self-Certification Form is available online here: https://transportation.org/product-evaluation-and-audit-solutions/domestic-materials-self-certification-form/

ITEM #:	**15**
DATE:	**08-11-26**
DEPT:	**ELEC**

COUNCIL ACTION FORM

SUBJECT: PARTIAL MISO SERVICE REQUIREMENTS CONTRACT

BACKGROUND:

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

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

MISO recently changed its rules addressing how units qualify to be operated as BTMG facilities. This change did not impact the ability of Electric Services to keep Unit 7 and the two combustion turbines as BTMGs. However, with this change, Unit 8 could no longer qualify as a BTMG resource without risking the loss of Unit 8's generating capacity credit towards the utility's capacity obligations. Therefore, in December 2025, Unit 8's classification changed to a Schedule 53 unit.

With Unit 8's change to a Schedule 53 unit, the utility must bid the price of Unit 8's generation into the electric market on a daily basis. On days when the unit's generating price is below the market prices of electricity, MISO sends operating instructions to the utility and MISO will pay the utility for electricity produced, on a cost-plus basis. This change has required more sophisticated analysis, planning, and interaction with MISO. **Therefore, staff sought a qualified provider for partial MISO market-based Power Plant services.** These services include providing a 24-hour monitoring and market interface, scheduling and generator offer submissions, fuel procurement, outage scheduling, planning resource auction planning, meter data management, shadow settlement and dispute resolution with MISO.

A Request for Proposal (RFP) for these services was issued. Seven firms were directly notified about the RFP in addition to being on the City's procurement website and being sent to one plan room. Only one proposal was received, from Tenaska Power Services Co. of Irving, Texas. Staff found Tenaska's proposal to be acceptable and on July 22, 2025, City Council awarded a contract to Tenaska Power Services for Partial MISO Service Requirements in the amount of $66,000.

Since December 2025, Tenaska has acted as an agent on behalf of and in coordination with the Electric Department staff to register, schedule, monitor, transact, and communicate with the MISO energy, capacity, and ancillary services markets for the

operating of Unit 8 as a Schedule 53 Capacity Resource.

The current contract includes the option for the City to renew in one-year increments for up to four (4) additional years for a total contract length of not more than five (5) years. **This action is to renew the contract an additional year. This is the first renewal out of four possible renewal periods.**

The first contract period included a one-time setup fee of $10,000, including several months of setup, and seven months of support at a monthly fee of $8,000. This renewal will be for 12 full months of support. The contract specifies a fee escalator of either 2% or the annual CPI-U, whichever is greater. Given the CPI-U was 3.5% for the last 12 months, the total annual contract price for this next year is $99,360.

Staff is recommending the renewal of this contract so that these services continue to be provided by Tenaska Power Services. The benefits of Tenaska continuing to hold this contract for these services include the following:

- The Electric Department is deeply embedded with Tenaska in terms of the necessary agreements, data sharing, registration with MISO, etc., that are needed to operate Unit 8 as a Schedule 53 Resource. It would be very time consuming, complicated, and challenging to change the asset manager for Unit 8 at this time.

- Tenaska's strong background and experience managing assets like Unit 8 was very helpful in getting the unit converted to a Schedule 53 Resource with MISO. They assisted staff step by step with the complicated process and enabled the successful conversion of Unit 8 on a very aggressive timeline.

- Once Unit 8 became active as a Schedule 53 Resource, Tenaska has been very successful managing the resource in MISO. The communication between the assigned asset manager and Staff has been excellent. Tenaska always responds in a timely manner to any questions or concerns. Tenaska has also been very helpful in providing strategic direction for operating Unit 8 (e.g., the best time to conduct tests, schedule an outage, etc.).

- Tenaska's knowledge of the MISO rules for Schedule 53 Resources has been invaluable. They have regular interaction with the Independent Market Monitor (IMM) providing them the experience and ability to make changes to Unit 8's registration when staff finds an adjustment is necessary. Tenaska has also been very helpful in explaining the accreditation process MISO uses for Schedule 53 Resources.

- Tenaska provides a user portal that is powerful and user-friendly. Electric Staff has been trained on the portal and is now able to use it seamlessly for MISO compliance. The settlements section of their portal is critical for staff in that it enables the ability to break out Unit 8 from other City electric load on MISO invoices. Reporting Unit 8’s availability is also very simple and straightforward.

Only $30,000 was included in the Outside Professional Services line item in the Fuel & Purchased Power division of the FY 2026/27 Budget for these services. Required funds will be transferred from the Natural Gas line item when Budget amendments are brought to Council later this year.

ALTERNATIVES:

1. Award a contract to Tenaska Power Services Co., Irving, TX, for Partial MISO Service Requirements, for the period from date of award through June 30, 2027, in the amount of $99,360.

2. Reject the proposal and direct staff to rebid.

CITY MANAGER'S RECOMMENDED ACTION:

This contract provides Energy Management Services that enables Unit 8 to continually operate as a Schedule 53 Resource in MISO and remain as a capacity resource to serve electric customer's requirements and meet MISO obligations. A budget amendment will be prepared by staff this fall to address the shortfall in funding for this critical service. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No.1 as stated above.

ITEM #:	**16**
DATE:	**08-11-26**
DEPT:	**PW**

COUNCIL ACTION FORM

SUBJECT: MAXWELL AVENUE RETAINING WALL REPLACEMENT

BACKGROUND:

The existing retaining wall along the east side of Maxwell Avenue near 12th Street has deteriorated significantly in recent years and is in need of replacement. The wall has begun to rotate outward and is no longer sufficiently holding back the slope that projects west from the Ames Municipal Cemetery towards Maxwell Avenue.

On July 13, 2026, the City issued Invitation to Bid #2026-162, seeking a qualified contractor to replace the deteriorated retaining wall. The project includes removal of the existing retaining wall, installation of a new gravity block retaining wall, and restoration of the surrounding area.

The bid closed on July 29, 2026. Five bids were submitted, as summarized below:

Bidder	**Bid Amount**
Engineer's Estimate	*$150,000.00*
Country Landscapes	**$129,800.00**
MB Lawn Care LLC	$132,000.00
The Grading Company, Inc.	$138,344.25
Distinctive Landscapes	$150,636.50
ALPHA Landscapes, LLC	$199,967.50

The Capital Improvement Plan (CIP) provides funding for this project in FY 2026/27 of the Streetscape Enhancement Program in the amount of $150,000 in Road Use Tax.

ALTERNATIVES:

1. Award a contract to Country Landscapes of Ames, Iowa in the amount of $129,800.

2. Award the contract to one of the other bidders.

3. Accept the Report of Bids, but do not award a contract at this time.

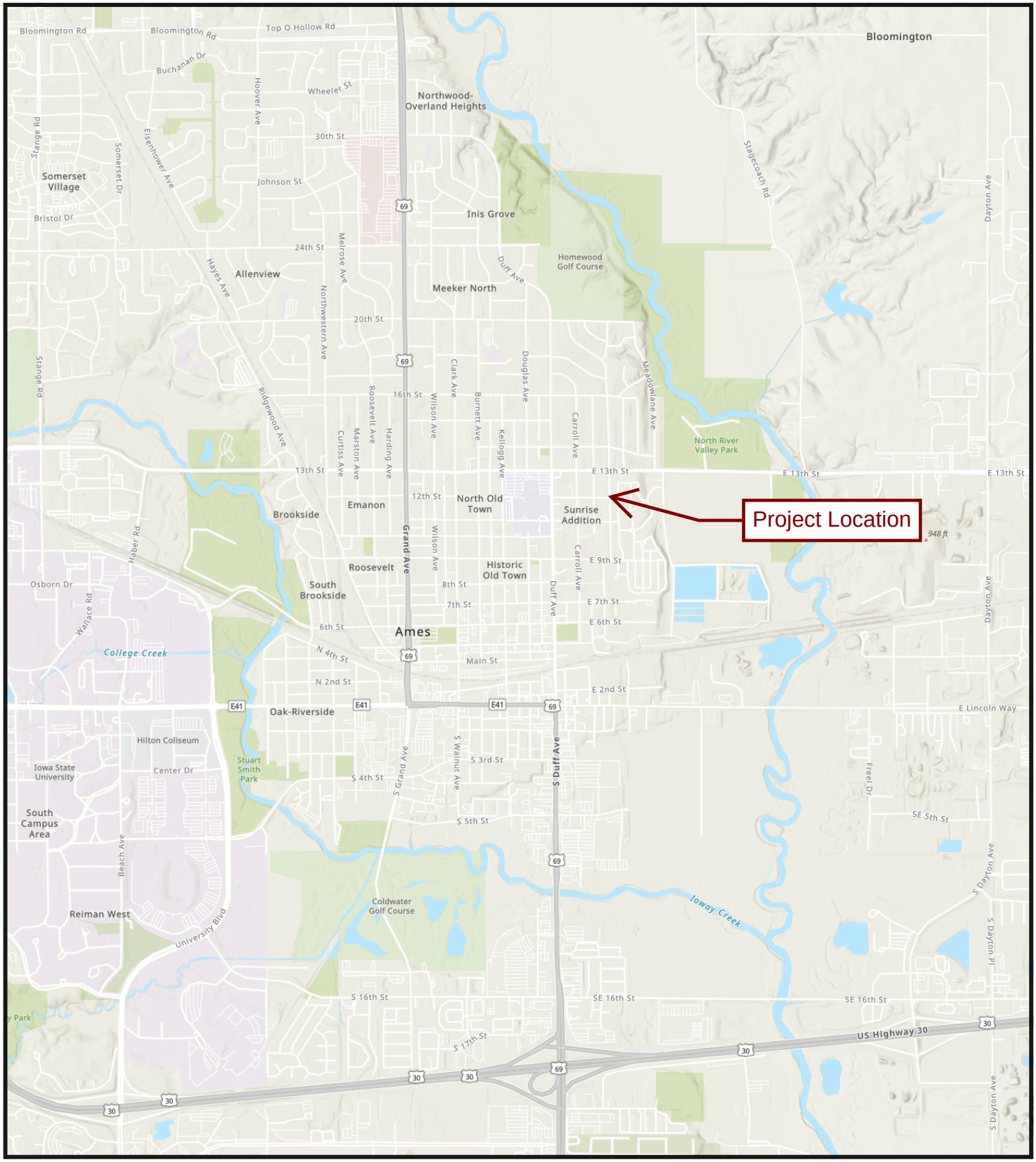
4. Reject the bids and do not proceed with the project.

CITY MANAGER'S RECOMMENDED ACTION:

Awarding this contract will allow the deteriorated retaining wall to be replaced to prevent the cemetery slope from shifting into Maxwell Avenue. 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

Maxwell Avenue Retaining Wall Replacement



CITY OF ames™

ITEM #:	**17**
DATE:	**08-11-26**
DEPT:	**W&PC**

COUNCIL ACTION FORM

SUBJECT: ENGINEERING SERVICES FOR HAULED WASTE RECEIVING SYSTEM

BACKGROUND:

The current Hauled Waste Receiving System (HWRS) at the Water Pollution Control Facility (WPCF) has several operational limitations that restrict the facility's ability to reliably receive and process large volumes of hauled waste. The existing system is served by a gravel access drive with inadequate maneuvering space for larger trucks and trailers and at times is unusable due to weather. Limitations in storage capacity and material handling further constrain operations. Increasing the storage capacity, improving automation, and adding redundant pumping capabilities will allow the WPCF to safely and efficiently manage greater volumes of hauled waste while improving reliability for private haulers.

Hauled waste received at the WPCF contributes to increased biogas production within the anaerobic digester complex. The resulting biogas is utilized on-site by methane generators and a dual-fuel boiler. These systems provide heat necessary for biosolids treatment and generate electricity that currently offsets approximately 20 percent of the facility's electrical demand.

On February 23, 2026, staff issued a Request for Proposals (RFP) for Engineering Services for Hauled Waste Receiving System Improvements. Proposals were accepted through March 12, 2026. Two firms submitted proposals which were reviewed and evaluated by Water & Pollution Control Department staff.

Each proposal was independently evaluated based on the firm's relevant experience, project understanding, availability, proposed design approach, and project schedule. Once the technical evaluations were completed and a composite score established, staff opened and reviewed the fee proposals. A summary of the evaluation is shown below:

Respondent	Technical Proposal Composite Score	Fee Proposal
Strand Associates, Inc.	440	$217,000
HDR Engineering, Inc.	404	$389,787

Following review of the technical proposals and fees, staff identified Strand Associates, Inc. as the firm providing the best overall value to the City. Strand Associates received the highest technical score and submitted the lower fee proposal.

Staff subsequently negotiated with Strand to further define the services necessary. The negotiated scope includes Preliminary Design, Construction Permitting, and Final Design services. During the negotiation process, additional preliminary design activities were identified by staff (evaluate net present worth and operational considerations of above-grade stainless steel storage tanks versus below-ground concrete vaults; evaluate different heating system alternatives; evaluate mixing system alternatives; add support for geotechnical services to be hired by the City) and were added to the scope of work. **As a result, the negotiated contract amount increased from $217,000 to $239,300.**

The City and Strand anticipate negotiating a future task order for Bidding Phase Services, Construction Phase Services, and Project Closeout Services. The scope and cost for these services will be more accurately defined upon completion of Final Design. Additionally, staff intends to use the base contract terms as a "Master Agreement" with Strand that can be utilized for an unrelated task order for the design of a third lime slaker at the Water Plant. That agreement is anticipated to be presented to Council sometime in September.

Funding for the project is included in the Capital Improvements Plan (Cogeneration System Maintenance, FY 2025/26 - $225,000; FY 2026/27 - $1,500,000). Hauled waste revenue received in FY 2025/26 was $314,847.

ALTERNATIVES:

1. Award a contract to Strand Associates, Inc., of Ames, Iowa, in the amount of $239,300 to provide engineering services for the Hauled Waste Receiving System Improvements project.

2. Direct staff to negotiate a contract with the other proposing firm.

3. Reject all proposals and provide direction to staff regarding next steps for the project.

CITY MANAGER'S RECOMMENDED ACTION:

The Hauled Waste Receiving System at the Ames Water Pollution Control Facility has become a limiting factor in the City's ability to efficiently receive and process larger volumes of hauled waste. The proposed improvements will enhance operational safety, increase system reliability for private haulers, improve processing capacity, and support additional biogas production for beneficial on-site use.

Staff conducted a Request for Proposals process consistent with the City's purchasing policies and identified Strand Associates, Inc. as the firm offering the best overall value based on qualifications, project approach, and cost.

A mutually acceptable scope and fee have been negotiated for the engineering services necessary to advance the project. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

ATTACHMENT(S):
4429.023.Signed SAI.pdf

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by









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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

Page

Article 1— Services Of Engineer 1
1.01 Scope 1
Article 2— Owner's Responsibilities 1
2.01 Project Information 1
2.02 Owner's Instructions Regarding Bidding and Front-End Construction Contract Documents 2
2.03 Owner-Furnished Services 3
2.04 Owner's General Responsibilities 4
2.05 Payment 5
Article 3— Schedule For Rendering Services 5
3.01 Commencement 5
3.02 Time for Completion 6
Article 4— Invoices And Payments 6
4.01 Invoices 6
4.02 Payments 6
Article 5— Opinions Of Cost 7
5.01 Opinions of Probable Construction Cost 7
5.02 Opinions of Total Project Costs 7
Article 6— General Considerations 7
6.01 Standards of Performance 7
6.02 Ownership and Use of Documents 9
6.03 Electronic Transmittals 10
6.04 Insurance 11
6.05 Suspension and Termination 12
6.06 Successors, Assigns, and Beneficiaries 13
6.07 Dispute Resolution 14
6.08 Controlling Law; Venue 14
6.09 Environmental Condition of Site 14
6.10 Indemnification and Mutual Waiver 15
6.11 Records Retention 16
6.12 Miscellaneous Provisions 17
Article 7— Definitions 17
7.01 Defined Terms 17
Article 8— Exhibits And Special Provisions 22
8.01 Exhibits to Agreement 22
8.02 Total Agreement 22
8.03 Designated Representatives 23
8.04 Engineer's Certifications 23
8.05 Conflict of Interest 23

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between City of Ames, Iowa (Owner) and **[Strand Associates, Inc.]** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Engineering Services for Hauled Waste Receiving Modifications** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **Preliminary Design, Assistance with Construction Permits, and Final Design.**

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer, and the Engineer shall assist with Owner in determining the information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:

1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, topographic mapping, and utility documentation.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

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5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

C. Owner shall review all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.

E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner knowingly has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

2.02 Owner's Instructions Regarding Bidding and Front-End Construction Contract Documents

A. Owner shall work with and give instructions to Engineer regarding procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, invitation to bid, schedule of bidding the work, and other pertinent bidding requirements, as applicable). The Engineer shall prepare for the Owner's use, after consultation, the following:

1. Owner's Standard contract forms, general conditions (using the 2018 edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the Bidding Documents, and in Front-End Construction Contract Documents;

2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;

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5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for the creation of the Bidding Documents and Front-End Construction Contract Documents.

B. Owner shall provide information as applicable to 2.02 A. to the Engineer, and the Engineer shall have the responsibility for the final content of (1) such Bidding Documents, (2) such Front-End Construction Contract Documents, and the content regarding the design (as set forth in the Drawings, Specifications, or otherwise) and (3) all other pertinent engineering and/or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to providing information to the Engineer as the Engineer drafts content of such documents.

C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner to solely defend, represent, and/or protect the Owner's own interests needed as a result of issues caused or raised by Contractor, and Project-related legal services reasonably requested by Engineer and not due to performance or lack of the performance of, or to defend, the Engineer..

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner may provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

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D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.

B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.

C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.

D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

E. Owner shall provide necessary direction and make decisions, including prompt review (within reasonable and mutually agreeable time limits and, when applicable, the regular schedule of governing and regulatory approval boards and committees when approval from such is required) of Engineer's submittals, and carry out its responsibilities in a timely manner so as to not to unreasonably delay the Engineer's performance of its services. Should the Engineer encounter or anticipate delays that are within the Owner's reasonable control to prevent or correct, the Engineer shall promptly notify the Owner in writing in order that such delays may be prevented or corrected.

F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

G. Owner shall in its capacity as a client, not a design professional or one that has technical expertise, as this is the Engineer's responsibility, give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

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3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between Owner and the Engineer's Subcontractors or Subconsultants.

b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

3. The Owner may authorize Engineer in writing to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required. Additional Services shall not be provided prior to receipt of written approval from Owner. Should Additional Services be provided prior to receipt of approval, the Engineer is proceeding at its own risk and Owner is not obligated to compensate the Engineer for the Additional Services, even if the services are partially or fully performed.

2.05 Payment

A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

B. Engineer's compensation is outlined in Exhibit J.

1. Compensation items and totals based on a not to exceed amount.

2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date of this Agreement.

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3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended in excess of six (6) months, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably as indicated in 2.07.C.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services will be adjusted equitably. Any changes to compensation must be approved in writing and in advance, based on the Engineer's detailed written description of the required additional services due to scope changes. Changes to the contract amount may require approval of the City Council.

D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Invoices will include a breakdown of services provided. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:

1. Engineer may, after giving 15 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or

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use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to delegated design professionals retained by Constructor, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and Owner shall comply with applicable Laws and Regulations.

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2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date (see Exhibit A: "Known Design Standards"). The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes to Laws and Regulations after the Date of completion of the final bidding documents,

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the 2018 edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee as mutually and jointly amended by the Engineer, and Owner, unless expressly indicated otherwise.

G. Copies of Drawings and Specifications: Engineer shall prepare and furnish Drawings and Specifications under this Agreement, and shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

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L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.

N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:

1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents and subject to the express exclusions that follow, Engineer and any Subconsultants will grant to Owner the ownership of the Documents, including all associated copyrights and the right of reuse.

2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner.

3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.

4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, Engineer will issue to Owner a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on the Project or on any extension of the Project.

5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.

6. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to

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Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.

7. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer.

8. Such limited license to Owner shall not create any rights in third parties.

9. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.

B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project in the future or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

C. Engineer shall inform Owner in writing if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, and such inclusion does not meet the criteria outlined in the previous sentence, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.

B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations

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as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. The Owner may choose to procure builder's risk or similar property insurance for this Project.

G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will

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have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense but not to exceed the actual amount incurred, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 15 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 15 days' written notice to Owner, suspend services under this Agreement:

a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds

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diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:

   a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

   b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

   c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

D. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement plus any reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

6.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

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1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

A. Owner and Engineer shall resolve all disputes in the following manner:

1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days. Owner and Engineer shall equally share in all costs of mediation.

3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then the parties may exercise their rights at law in a court of competent jurisdiction (in Story County, Iowa).

6.08 Controlling Law; Venue

A. This Agreement is to be governed by the Laws and Regulations of the state of Iowa with venue in the appropriate state and/or federal courts for Story County, Iowa.

6.09 Environmental Condition of Site

A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for

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Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, the Agreement may be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 15 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused

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by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals. If both parties cannot mutually agree on a Percentage Share of Negligence, both parties agree to utilize Dispute Resolution as outline in 6.07.

E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer mutually waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of time equal to the Iowa Code Statue of Limitations following completion or termination of its services, or such other period as required by Laws and Regulations and at a minimum until the statute of limitation expires on the project subject to Iowa Code 614.1, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner.

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6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise) or by registered or certified mail. All such notices are effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

F. Assignment: This agreement may not be assigned or transferred by either party without the prior written consent of the other party.

G. Independent Contractor Status: The Engineer agrees that the relationship between Engineer and the Owner is that of an independent contractor for employment tax purposes. The Engineer shall be solely responsible for all taxes relating to payments under this agreement including those of employees.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.

3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and

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which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.

6. Bidding Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; invitation for bids; instructions to bidders, including any attachments such as lists of available Site-related documents; bid forms; bids; Front-End Construction Contract Documents; bidding requirements; qualifications documents; Drawings and Specifications.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

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14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. Engineer—The individual or entity named as such in this Agreement.

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23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.

24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.

31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

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34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.

36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other

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such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

A. Exhibit A, Engineer's Services.

B. Exhibit B, Deliverables Schedule.

C. Exhibit C, Amendment to Owner-Engineer Agreement (form).

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. – Not Used.

E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).

F. Exhibit F, Electronic Documents Protocol (EDP).

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution. – Not Used.

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or

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canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Agreement's Effective Date is **August 11, 2026**.

Owner:	Engineer:
City of Ames, Iowa	Strand Associates, Inc.
(name of organization)	(name of organization)
By:	By: Joseph M Bunker
(individual's signature)	(individual's signature)
Date:	Date: 8/6/26
(date signed)	(date signed)
Name: John A. Haila	Name: Joseph M. Bunker
(typed or printed)	(typed or printed)
Title: Mayor	Title: Corporate Secretary
(typed or printed)	(typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest:	Attest: Jennifer J. Christensen
(individual's signature)	(individual's signature)
Title: Renee Hall, City Clerk	Title: NIA
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
Attn: Water & Pollution Control Director	Strand Associates, Inc.
515 Clark Avenue	910 W Wingra Drive
Ames, IA 50010	Madison, WI 53715
Designated Representative:	Designated Representative:
Name: John Dunn	Name: Jenny S. Ruddy
(typed or printed)	(typed or printed)
Title: Director of Water & Pollution Control	Title: Project Manager
(typed or printed)	(typed or printed)
Address:	Address:
56797 28th Street	2802 S Loop Drive
Ames, IA 50010	Ames, IA 50010
Phone: 515-239-5150	Phone: 515-233-0000
Email: John.dunn@cityofames.org	Email: jenny.ruddy@strand.com

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared By









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EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

EXHIBIT A TABLE OF CONTENTS

Exhibit A Table of Contents

Article 1— BASIC SERVICES 3

1.01 Preliminary Design Phase 3

1.02 Construction Permits 4

1.03 Final Design Phase 4

Article 2— ADDITIONAL SERVICES 26

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Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer's scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Title:	Hauled Waste Receiving Modifications
Type and Size of Facility:	Wastewater Treatment Facility – 20.4 MGD maximum wet-weather capacity
Description of Improvements:	Modifications that provide more efficient unloading, improved preliminary treatment, adequate storage, and greater operational control of hauled waste.
Expected Construction Start:	June 2027
Prior Studies, Reports, Plans:	Water Pollution Control (WPC) Facility Digester Gas Utilization Study
Facility Location(s):	Water Pollution Control Plant, 56797 280th Street, Ames IA 50010
Current Project Budget:	$1,500,000 for construction
Funding Sources:	Sewer Utility (Capital Improvements Fund)
Known Design Standards:	Iowa Wastewater Facility Design Standards (Iowa DNR)
Facility Description:	The current Hauled Waste Receiving System is located at the Digester Complex near the west edge of the WPC Facility. The area is serviced by a gravel drive and has limited space for trucks/trailers to maneuver. Haulers discharge waste to the system via a camlock connection. The discharged waste is processed through a grinder before emptying into a 10' x 8' x 6.25' concrete pit with an approximate usable capacity of 3,500 gallons. Waste is then pumped continuously from the concrete pit to one of two primary digesters by a manually controlled rotary lobe pump and manually operated valves. The route that the hauled waste follows shares a common header with the primary clarifier sludge pumps, which presents an operational constraint when pumping hauled waste. The combination of the limited storage capacity of the concrete pit and lack of automation creates operational difficulties when accepting hauled waste. Additionally, without having the ability to remotely control the pump or valves, the operator accepting the hauled waste must remain on site until the entire load is pumped into the digester.

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Digester Capacity & Gas Handling:
The two primary digesters have an approximate total volume of 192,500 ft3 and the current average digester loading is approximately 4,800 pounds VS/day1. With an assumed loading capacity of 100 pounds VS/1,000 ft3/day, the primary digesters have an excess loading capacity of 14,450 pounds VS/day.

Using a Chemical Oxygen Demand (COD) concentration range of 50,000 – 100,000 mg/L, the WPC Facility could reasonably accept 17,000 – 34,000 gallons per day of hauled waste. This variability will require operational flexibility to be prioritized during the design process. This volume of hauled waste would still allow the WPC Facility to maintain a greater than 20-day hydraulic retention time in the primary digesters. This holds true even in the maximum month digester flow the facility has observed since 2014.

Gas produced by the anaerobic digesters is currently utilized through a combination of a dual-fuel boiler, two cogeneration engines for electricity production, and a digester gas flare. Using an assumed gas production value of 15 cubic feet per pound of VS destroyed, the WPC Facility produces approximately 40,000 cubic feet per day of digester gas. Operational conditions are considered when deciding where to utilize the digester gas. These conditions include digester temperature, exterior temperature, gas storage level, rate of gas production, and peak shaving for plant electricity usage.

Recent analytical data on the digester gas shows an average value of 63% Methane and 1,850 PPMv Hydrogen Sulfide. Hydrogen Sulfide results have also exceeded the permit limit of 2,500 PPMv in 3 of the 7 most recently analyzed samples.

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Task 1. Preliminary Design

A. Meet with Owner to determine appropriate design criteria to address:

1. Current constraints to ingress/egress to the hauled waste receiving area, including evaluation of need for a segmental block retaining wall to integrate modifications with existing site conditions
2. Evaluate remaining useful life of existing grinder equipment used for preliminary treatment for hauled waste receiving
3. Storage/equalization for hauled waste prior to pumping, including net present worth evaluation of stainless-steel silo or subgrade cast-in-place concrete tank

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4. Net present worth evaluation of two heating system alternatives and two mixing system alternatives for stored hauled waste

5. Operational flexibility, pumping redundancy, and automation

6. Evaluation of integrating hauled waste receiving modifications with existing structures. It is currently not planned to construct a new building for equipment associated with the modifications, redundant pumping is planned to be located in the existing digester complex

7. Potential impacts on digester gas quality, specifically Hydrogen Sulfide, from increased processing of hauled waste. Engineer will request hauled waste sulfur data from Owner and evaluate potential increases in digester gas hydrogen sulfide concentrations and loadings. Engineer will develop an IDNR air permit application and request appropriate limits to accommodate for the revised operations and project modifications

B. Identify geotechnical investigation needs for design and assist Owner in soliciting proposals from qualified firms. Owner shall contract with selected firm. Provide approximate dimensions, elevations, and weights of structures as input for geotechnical engineer's foundation recommendations.

C. Develop preliminary process schematics and layouts of Owner-selected alternatives.

D. Prepare a Facility Plan amendment describing proposed improvements and submit to IDNR.

E. Prepare an Opinion of Probable Construction Costs (OPCC) at the conclusion of the preliminary design phase. If during the final design there are significant deviations from the preliminary design that would materially alter the construction costs, those impacts should be discussed with Owner before completing the design effort. At the time that the Ames City Council is asked to issue a Notice to Bidders, a final Engineer's OPCC will be required.

F. Assist Owner with developing an overall project schedule. Engineer currently anticipates a 10-month engineering schedule to complete the design phase.

G. Conduct one preliminary design review meeting with Owner.

1.02 Task 2. Final Design

A. Prepare technical specifications and drawings suitable for competitive bidding.

B. Conduct one final design review meeting with Owner.

C. One hard copy and one electronic copy of Contract Plans and Specifications will be prepared by the Engineer and presented to the Owner. Bidding documents will be issued by the City of Ames Purchasing Division.

D. The final bidding documents will utilize the EJCDC front-end documents, including any applicable City standards and SUDAS standards.

1.03 Task 3. Construction Permits

A. The Engineer shall assist the Owner in obtaining applicable permits for construction from the Iowa DNR, Story County, Corps of Engineers, and/or any other entity as appropriate. Engineer shall prepare a Storm Water Pollution Prevention Plan. Permit fees, if any, will be paid directly by the Owner. Trade permits required for the project shall be the responsibility of the Contractor.

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ARTICLE 2—ADDITIONAL SERVICES REQUIRING OWNER'S PRIOR WRITTEN AUTHORIZATION BEFORE PROCEEDING

A. Engineer shall advise Owner in writing, prior to commencing any additional services, that Engineer is proposing to commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer must obtain specific advance written authorization from Owner. Engineer shall not perform or furnish such Additional Services until receipt of written notice to proceed from Owner. These services are not included as part of Basic Services, are subject to Owner's consideration and approval and may be paid for by Owner as indicated in Exhibit J.

1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

2. Services essential to the orderly progress of the Bidding and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

    a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;

    b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution found to be inappropriate for the Project;

    c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

    d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

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6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).

7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer.

12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

13. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.

14. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

15. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

16. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

17. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

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18. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions.

19. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

20. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.

21. Undertaking investigations and studies including, but not limited to:

    a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;

    b. detailed consideration of operations, maintenance, and overhead expenses;

    c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    d. preparation of appraisals;

    e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.

    f. detailed quantity surveys of materials, equipment, and labor; and

    g. audits or inventories required in connection with construction performed or furnished by Owner.

22. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

23. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

24. Providing the following services:

    a. Services attributable to more prime construction contract.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services

25. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).

26. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review

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processes beyond the reports and studies required to be provided as part of Basic Services.

27. Preparing additional bidding-related documents (or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

28. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

29. Preparing conformed Construction Contract Documents that incorporate and integrate any amendments negotiated by Owner and Contractor.

30. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.

31. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

32. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

33. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

34. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

35. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

36. Preparation of operation, maintenance, and staffing manuals.

37. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

38. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

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39. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

40. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).

41. Overtime work requiring higher than regular rates.

42. Providing construction surveys and staking to enable Contractor to perform its work other than as required any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.

43. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

44. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

45. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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EXHIBIT B—DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A referenced in the Agreement, and Exhibit A of the Agreement are supplemented by the following paragraph and table.

Engineer shall furnish Documents to Owner as required to meet an intended construction start date of June 2027. Engineer will evaluate and provide to Owner a tentative schedule of services for this Agreement including review dates, the development of specifications and procurement, and pertinent dates for permitting, time for required legal posting, City Council meetings, development approval meetings, review time for Owner's staff, and any other pertinent dates. Engineer and Owner will work collectively to communicate necessary review time frames to meet the goals of: 1) anticipated project construction commencement in June 2027, and 2) anticipated project completion of September 2028.

ACTION	SCHEDULE
Project Kickoff	August 2026
Design	August-December 2026

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AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**
Engineer: **[Name of Engineer]**
Project: **[Name of Project]**
Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**
Nature of Amendment: (Check those that apply)

☐ Additional Services to be performed by Engineer
☐ Modifications to services of Engineer
☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Engineer
☐ Modifications to time(s) for rendering services
☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:
Original agreement amount: $
Net change for prior amendments: $
This amendment amount: $
Adjusted Agreement amount: $
Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner	Engineer
_____ (typed or printed name of organization)	_____ (typed or printed name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____ (date signed)	Date: _____ (date signed)
Name: _____ (typed or printed)	Name: _____ (typed or printed)
Title: _____ (typed or printed)	Title: _____ (typed or printed)

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NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

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EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.

e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

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(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

   a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.

      1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **30** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

      2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

   b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

   c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

   d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.

   e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory

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Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).

2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for

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distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

    1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

    2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.

    3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

    4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

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D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

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EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version **25** or later.
DWG	Autodesk® AutoCAD. dwg format Version **2020**.
DOC	Microsoft® Word. docx format **compatible with Office 365**.
EXC	Microsoft® Excel .xlsx or .xml
DB	Microsoft® Access .mdb

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EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State of Iowa	Statutory
Employer's Liability	
Each accident	$1,000,000
Each employee	$1,000,000
Policy limit	$1,000,000
Commercial General Liability	
General Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$NA
General Aggregate	$NA
Professional Liability	
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$
General Aggregate	$
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$

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1.02 Additional Insureds

A. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) **[specify 1.01, Mutual Indemnification; 1.02, Limitation of Engineer's Liability; or both]**:

A. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.

1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.

2. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner, for any and all such uninsured Owner's Claims will not exceed $1,000,000.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of $ 239,300.

2. Subject to Owner's prior written approval, Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The total fee includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for Reimbursable Expenses provided in Appendix 1.

5. The portion of the total Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 10 months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted, but only if the Owner concurs.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

ARTICLE 2—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 2.01:

No Additional Services or Additional Reimbursable Expenses shall be incurred prior to written authorization from the Owner for calculated amounts for specific tasks or expenses.

2.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.

2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.0**.

C. Other Provisions Concerning Payment for Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.0**.

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at no cost.

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ITEM #:	**18**
DATE:	**08-11-26**
DEPT:	**PW**

COUNCIL ACTION FORM

SUBJECT: 13TH STREET EMERGENCY STORM SEWER PIPE REPAIR - APPROVAL OF CHANGE ORDER NO. 2

BACKGROUND:

In late March 2026, City staff responded to reports of sinkholes on the north side of 13th Street near Veenker Memorial Golf Course. An investigation determined that the existing 12-foot diameter corrugated metal pipe (CMP) conveying Clear Creek beneath 13th Street has deteriorated significantly. **The culvert, which was installed prior to the area's annexation into the City of Ames, has experienced extensive corrosion of the pipe invert beneath the westbound lanes of 13th Street.**

As a result, stream flow has migrated beneath the pipe, eroding the supporting soil and creating large underground voids. The erosion has resulted in multiple soil voids adjacent to the culvert outlet, extending beneath and around the pipe. While the voids are currently located north of the roadway, continued erosion poses a risk of undermining 13th Street and could ultimately lead to structural failure of both the roadway and the culvert if left unaddressed.

Because of the implications to public infrastructure, staff evaluated repair alternatives with specialty contractors. Pressure grouting (mudjacking) was selected as the most appropriate short-term stabilization method because it restores structural support to the existing culvert without requiring emergency replacement of the crossing. **This repair will stabilize the culvert and roadway while allowing the City to evaluate and program a permanent replacement or rehabilitation of the crossing within the next five to seven years.**

Proposals for the grouting work were solicited and a contract awarded to Denco Highway Construction of Mingo, Iowa, in the amount of $40,360. **Change Order No. 1 in the amount of $10,130 was approved by City Council on July 14, 2026 to address voids that were larger than initially anticipated in the original bid documents.**

In order to access certain areas, selected tree removal was necessary. The construction plans included leaving the removed trees adjacent to the work areas and allowing them to naturally decay. Many of these trees were on Iowa State property adjacent to 13th Street. **However, during construction, Iowa State staff notified the City that the cleared tree cannot be kept onsite and must be removed.**

The original construction plan also allowed for the fence adjacent to 13th Street right of way to stay in place during construction without the need for removal. **Due to the extent of the voids found during the repair work, the fence had to be removed and replaced in order to properly perform repair work.**

This City Council Action is to approve Change Order No. 2 in the amount of $14,500. The scope of work will include fence removal and replacement and brush clearing and chipping.

Revenue for these expenses is available from unobligated Storm Sewer System Improvement funds, where there is an available balance of $170,965. The table below shows project revenues and expenses:

Description	Revenue	Expense
Bid Price		$40,360
Change Order No. 1		10,130
Change Order No. 2 **(this Council Action)**		**14,500**
Storm Sewer System Improvements (unobligated)	$170,965	
Totals	**$170,965**	**$64,990**

ALTERNATIVES:

1. Approve Change Order No. 2 to Denco Highway Construction, of Mingo, IA, in the amount of $14,500.

2. Direct staff to pursue changes to the project.

CITY MANAGER'S RECOMMENDED ACTION:

The proposed change order will allow for proper access to repair the voids as well as meeting the restoration requirements for the project as required by Iowa State. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative No. 1 as described above.

Item No. 19

MEMO

To: Mayor and City Council

From: Renee Hall, City Clerk

Date: August 11, 2026

Subject: Contract and Bond Approval

There is no Council Action Form for the 2025/26 CDBG Water System Improvements Program to Iowa Water & Waste Systems, LLC of Boone, IA, in the amount of $490,722.50. City Council approval of the contract and bond for the project is simply fulfilling a *State Code* requirement.

Item No. 20

MEMO

To: Mayor and City Council

From: Renee Hall, City Clerk

Date: August 11, 2026

Subject: Contract and Bond Approval

There is no Council Action Form for the 2026/27 Airport Entryway Improvement (South Parking Lot Expansion) to Absolute Group, of Granger, IA, in the amount of $373,970.75. City Council approval of the contract and bond for the project is simply fulfilling a *State Code* requirement.

ITEM #:	**21**
DATE:	**08-11-26**
DEPT:	**PW**

COUNCIL ACTION FORM

SUBJECT: 2023/24 AIRPORT IMPROVEMENT PROGRAM (WILDLIFE FENCE)

BACKGROUND:

The FY 2023/24 Airport Improvement Program included installation of a barrier fence at James Herman Banning Ames Municipal Airport to reduce wildlife access to runways and taxiways and to restrict unauthorized access to the airfield. The project included eight-foot chain-link wildlife fencing with animal skirting, improvements along South Riverside Drive, and motorized access gates.

On August 6, 2024, City Council awarded a contract to Minturn, Inc. of Brooklyn, Iowa, in the amount of $2,616,005. Three change orders were approved during construction:

- **Change Order No. 1**, a deduction of $13,378, changed the South Riverside Drive box-culvert end treatment from a cage-type treatment to a hanging-chain treatment and added seven calendar days to the contract.
- **Change Order No. 2** added 35 calendar days because unusually frequent and heavy rainfall created unfavorable site conditions, with no change in contract price.
- **Change Order No. 3**, the final quantity reconciliation, increased the contract by $3,530.01 to reflect actual as-built quantities.

The three change orders resulted in a net contract deduction of $9,847.99 and a final construction cost of $2,606,157.01.

A formal final inspection was completed on July 23, 2026, by the Project Manager and Airport Manager. All punch-list items have been completed, and Bolton & Menk, Inc., serving as project engineer, has recommended formal acceptance.

Below is a summary of revenues and expenses for this project:

REVENUES	AMOUNT	EXPENSES	AMOUNT
Federal Funds (actual grant revenues for eligible items)	$2,615,633.11	**ENGINEERING/ADMIN**	
State Funds (actual grant revenues for eligible items)	$59,417.60	Design Services	$147,200.00
Airport Improvement Funds (previously budgeted)	$218,000.00	Environmental CatEx	$77,000.00
Airport Improvement Funds (added at time of contract award)	$99,386.00	Construction Administration	$160,400.00

REVENUES	AMOUNT	EXPENSES	AMOUNT
Additional Local Funding	$21,590.30	City Administrative Costs	$75.00
		Gate Access Controls	$23,195.00
		Subtotal Engineering/Admin	**$407,870.00**
		CONSTRUCTION	
		Original Contract (base bid + alternates)	$2,616,005.00
		Change Order #1: Culvert End Treatment Change	($13,378.00)
		Change Order #2: Completion Date Change	$0.00
		Change Order #3: Final Quantity Reconciliation	$3,530.01
		Subtotal Construction	**$2,606,157.01**
Total Project Revenues	**$3,014,027.01**	**Total Project Expense**	**$3,014,027.01**

ALTERNATIVES:

1. Accept the Wildlife Fencing Improvements project as complete by Minturn, Inc. of Brooklyn, IA, in the amount of $2,606,157.01.
2. Direct staff to pursue modifications to the project.

CITY MANAGER'S RECOMMENDED ACTION:

The Wildlife Fencing Improvements project has been completed in compliance with the approved plans and specifications. All inspection and punch-list requirements have been satisfied, and final quantities have been reconciled. Formal Council acceptance is required before final payment and initiation of the warranty period. Therefore, it is the recommendation of the City Manager that City Council adopt Alternative No. 1, as shown above.

ATTACHMENT(S):
Engineers Statement of Completion
Final Payment (retainage)
Engineer's Project Cost Summary
Certification Letter 2023-24 Airport Improvement Program (Wildlife Fence).pdf

ENGINEER'S STATEMENT OF PROJECT COMPLETION

To: City of Ames, Iowa
Ames Municipal Airport
515 Clark Ave
Ames, IA 50010

Date: 7/28/2026

Project: **Wildlife Fencing Improvements**
Ames Municipal Airport (AMW)
BMI Project Number: 0T5.132070

The project was considered **substantially complete as of December 9, 2025**. A formal final inspection of the above-referenced project was completed on July 23, 2026. The Project Manager and Airport Manager inspected the project. Thereafter, a punch list was developed and forwarded to attendees and the Contractor. All items on the punch list have now been completed.

Therefore, Bolton & Menk recommends the City of Ames formally accept the project as Complete. A final change order reconciling quantities and establishing the exact final construction cost has been completed. The final construction cost is two million, six hundred six thousand, one hundred fifty-seven and 01/100 dollars ($2,606,157.01), which is slightly below the original contract value of two million, six hundred sixteen thousand, five and 00/100 dollars ($2,616,005.00).

Following acceptance of Project Completion, after the required 30-day waiting period has passed, we recommend final acceptance of the project and release of retainage on the project. At that time, the project warranty period will also begin.

Bolton & Menk, Inc.

BY: _____ 07/28/2026
Joe Roenfeldt, P.E. Date

TITLE: Aviation Project Manager

ACCEPTANCE OF PROJECT COMPLETION

The City of Ames, Iowa formally accepts the project noted above as **COMPLETE as of July 27, 2026**, this the _____ day of _____ , 2026.

BY: _____

TITLE: _____

Contractor's Application for Payment

Owner:	City of Ames	**Owner's Project No.:**	P.O. 064100
Engineer:	Bolton & Menk, Inc.	**Engineer's Project No.:**	0T5.132070.000
Contractor:	Minturn, Inc.	**Agency's Project No.:**	502-7079-439-7520
Project:	Wildlife Fencing Improvements		
Contract:	FAA AIP No. 3-19-0004-033-2024 Iowa DOT PN 9I240AMW100		
Application No.:	15	**Application Date:**	7/28/2026
Application Period:	**From** 6/30/2026	**to**	7/31/2026

1. Original Contract Price				$	2,616,005.00
2. Net change by Change Orders				$	(9,847.99)
3. Current Contract Price (Line 1 + Line 2)				$	2,606,157.01
4. Total Work completed and materials stored to date					
(Sum of Column G Lump Sum Total and Column J Unit Price Total)				$	2,606,157.01
5. Retainage					
a.		X $ 2,606,157.01	Work Completed	$	-
b.	5%	X $ -	Stored Materials	$	-
c. Total Retainage (Line 5.a + Line 5.b)				$	-
6. Amount eligible to date (Line 4 - Line 5.c)				$	2,606,157.01
7. Less previous payments (From Unit Price Sheet - Previous Est.)				$	2,475,849.16
8. Amount due this application				$	130,307.85

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor:	Minturn, Inc.		
Signature:		**Date:**	7/28/2026
Name:	Clint Rhoads	**Title:**	President

Recommended by Engineer		**Approved by Owner**	
By:		**By:**	
Name:	Garrett Jacobs, PE	**Name:**	Damion Pregitzer, P.E. PTOE
Title:	Aviation Project Manager	**Title:**	Traffic Engineering Manager
Date:	7/29/2026	**Date:**	8/11/2026

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Progress Estimate - Unit Price Work | **Contractor's Application for Payment**

Owner:	City of Ames	**Owner's Project No.:**	**P.O. 064100**
Engineer:	Bolton & Menk, Inc.	**Engineer's Project No.:**	**0T5.132070.000**
Contracto	Minturn, Inc.	**Contractor's Project No.:**	**2409**
Project:	Wildlife Fencing Improvements	**Agency's Project No.:**	**502-7079-439-7520**
Contract:	FAA AIP No. 3-19-0004-033-2024 Iowa DOT PN 9I240AMW100		

Application No.: 15 **Application Period:** **From** 06/30/26 **to** 07/31/26 **Application Date:** 07/28/26

A	B	C	D	E	F	F1	F2	G	H	I	J
		Contract Information				Previous Estimate		Work Completed			
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)
	Original Contract										
1	INSTALLATION OF EROSION CONTROL BMP	500.00	LF	5.00	2,500.00	-	-	-	-		-
2	REMOVAL OF EROSION CONTROL BMP	500.00	LF	3.00	1,500.00	-	-	-	-		-
3	EROSION CONTROL BMP CLEANOUT	500.00	LF	1.00	500.00	-	-	-	-		-
4	SWPPP ESTABLISHMENT AND MANAGEMENT	1.00	LS	10,000.00	10,000.00	1.00	10,000.00	1.00	10,000.00		10,000.00
5	MOBILIZATION	1.00	LS	250,000.00	250,000.00	1.00	250,000.00	1.00	250,000.00		250,000.00
6	TRAFFIC CONTROL	1.00	LS	33,000.00	33,000.00	1.00	33,000.00	1.00	33,000.00		33,000.00
7	CONSTRUCTION SURVEY	1.00	LS	10,000.00	10,000.00	1.00	10,000.00	1.00	10,000.00		10,000.00
8	MONUMENT PRESERVATION AND REPLACEMENT	1.00	LS	2,750.00	2,750.00	1.00	2,750.00	1.00	2,750.00		2,750.00
9	PAVEMENT REMOVAL, PCC PAVEMENT	2,500.00	SY	35.00	87,500.00	2,371.60	83,006.00	2,371.60	83,006.00		83,006.00
10	PAVEMENT REMOVAL, HMA PAVEMENT	700.00	SY	35.00	24,500.00	501.00	17,535.00	501.00	17,535.00		17,535.00
11	FENCE REMOVAL, FIELD FENCE	11,300.00	LF	5.00	56,500.00	12,143.00	60,715.00	12,143.00	60,715.00		60,715.00
12	FENCE REMOVAL, FIELD GATE	4.00	EA	600.00	2,400.00	4.00	2,400.00	4.00	2,400.00		2,400.00
13	FENCE REMOVAL, CHAIN LINK, 4'	1,800.00	LF	10.00	18,000.00	2,125.00	21,250.00	2,125.00	21,250.00		21,250.00
14	FENCE REMOVAL, CHAIN LINK, 4' GATE	4.00	EA	600.00	2,400.00	4.00	2,400.00	4.00	2,400.00		2,400.00
15	FENCE REMOVAL, CHAIN LINK, 4' GATE, PEDESTRIAN	6.00	EA	600.00	3,600.00	6.00	3,600.00	6.00	3,600.00		3,600.00
16	FENCE REMOVAL, CHAIN LINK, 6'	1,650.00	LF	10.00	16,500.00	1,693.00	16,930.00	1,693.00	16,930.00		16,930.00
17	CLEARING AND GRUBBING	1.00	LS	165,000.00	165,000.00	1.00	165,000.00	1.00	165,000.00		165,000.00
18	SUBGRADE PREPARATION, 12"	400.00	SY	15.00	6,000.00	408.64	6,129.60	408.64	6,129.60		6,129.60
19	TOPSOIL BORROW, OFF SITE	1,000.00	CY	50.00	50,000.00	1,000.00	50,000.00	1,000.00	50,000.00		50,000.00
20	SUBBASE COURSE, MODIFIED 8"	400.00	SY	35.00	14,000.00	408.64	14,302.40	408.64	14,302.40		14,302.40
21	PAVEMENT, PCC, 8"	400.00	SY	150.00	60,000.00	408.64	61,296.00	408.64	61,296.00		61,296.00
22	FENCE, FIELD FENCE	190.00	LF	40.00	7,600.00	213.00	8,520.00	213.00	8,520.00		8,520.00
23	FENCE, CHAIN LINK, 6', WITHOUT 2' BURIED SKIRT AND WITHOUT OUTRIGGERS	320.00	LF	43.00	13,760.00	299.00	12,857.00	299.00	12,857.00	-	12,857.00
24	FENCE, CHAIN LINK, 8', WITH 2' BURIED SKIRT AND WITH OUTRIGGERS	7,000.00	LF	37.00	259,000.00	6,870.15	254,195.55	6,870.15	254,195.55	-	254,195.55
25	FENCE, CHAIN LINK, 8' WITH PUSH-IN TYPE SKIRT AND WITH OUTRIGGERS	350.00	LF	82.00	28,700.00	323.00	26,486.00	323.00	26,486.00	-	26,486.00
26	FENCE, CHAIN LINK, 8' WITHOUT 2' BURIED SKIRT AND WITH OUTRIGGERS	4,500.00	LF	34.00	153,000.00	4,440.00	150,960.00	4,440.00	150,960.00	-	150,960.00
27	FENCE, CHAIN LINK, 8' WITHOUT 2' BURIED SKIRT AND WITHOUT OUTRIGGERS	1,550.00	LF	35.00	54,250.00	1,432.00	50,120.00	1,432.00	50,120.00	-	50,120.00
28	CHAIN LINK, 8' GATE, ALUMINUM CANTILEVER, 15' WIDE, SINGLE TRACK	1.00	EA	15,000.00	15,000.00	1.00	15,000.00	1.00	15,000.00	-	15,000.00

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Ames	**Owner's Project No.:**	**P.O. 064100**
Engineer:	Bolton & Menk, Inc.	**Engineer's Project No.:**	**0T5.132070.000**
Contracto	Minturn, Inc.	**Contractor's Project No.:**	**2409**
Project:	Wildlife Fencing Improvements	**Agency's Project No.:**	**502-7079-439-7520**
Contract:	FAA AIP No. 3-19-0004-033-2024 Iowa DOT PN 9I240AMW100		

Application No.: 15 **Application Period:** **From** 06/30/26 **to** 07/31/26 **Application Date:** 07/28/26

A	B	C	D	E	F	F1	F2	G	H	I	J
		Contract Information				Previous Estimate		Work Completed			
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)
29	CHAIN LINK, 8' GATE, ALUMINUM CANTILEVER, 15' WIDE, DOUBLE TRACK	2.00	EA	17,000.00	34,000.00	3.00	51,000.00	3.00	51,000.00	-	51,000.00
30	CHAIN LINK, 8' GATE, ALUMINUM CANTILEVER, 15' WIDE, DOUBLE TRACK, MOTORIZED, WITH KEY PAD	1.00	EA	30,000.00	30,000.00	1.00	30,000.00	1.00	30,000.00	-	30,000.00
31	CHAIN LINK, 8' GATE, ALUMINUM CANTILEVER, 30' WIDE, DOUBLE TRACK	1.00	EA	24,000.00	24,000.00	1.00	24,000.00	1.00	24,000.00	-	24,000.00
32	CHAIN LINK, 8' GATE, DOUBLE SWING, 40' WIDE, MANUAL WITH CENTER DROP ROD	6.00	EA	13,000.00	78,000.00	6.00	78,000.00	6.00	78,000.00	-	78,000.00
33	CHAIN LINK, 8' GATE, SINGLE SWING, 6' WIDE, MANUAL, PEDESTRIAN WITH KEYPAD ACCESS	8.00	EA	2,200.00	17,600.00	11.00	24,200.00	11.00	24,200.00	-	24,200.00
34	WILDLIFE EXCLUSION FENCE, WOVEN WIRE, 8' WITH 2' BURIED SKIRT AND WITH OUTRIGGERS	16,700.00	LF	36.00	601,200.00	-	-	-	-		-
35	WILDLIFE EXCLUSION FENCE, WOVEN WIRE, 8' WITH PUSH-IN TYPE SKIRT AND WITH OUTRIGGERS	350.00	LF	80.00	28,000.00	-	-	-	-		-
36	SEEDING FERTILIZING AND MULCHING (SUDAS TYPE 1)	9.00	ACRE	5,000.00	45,000.00	8.60	43,000.00	8.60	43,000.00		43,000.00
37	SEEDING FERTILIZING AND MULCHING (SUDAS TYPE 2)	5.00	ACRE	4,500.00	22,500.00	4.90	22,050.00	4.90	22,050.00		22,050.00
38	SEEDING FERTILIZING AND MULCHING (SUDAS WETLAND MIXTURE)	1.00	ACRE	5,500.00	5,500.00	0.50	2,750.00	0.50	2,750.00		2,750.00
39	NO. 8 AWG 5KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	325.00	LF	5.50	1,787.50	452.00	2,486.00	452.00	2,486.00		2,486.00
40	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH OR ABOVE THE DUCT BANK OR CONDUIT, INCLUDING CONNECTIONS/TERMINATIONS	325.00	LF	8.80	2,860.00	452.00	3,977.60	452.00	3,977.60		3,977.60
41	NO. 6 AWG, 600V, THWN-2 CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	3,300.00	LF	5.50	18,150.00	3,511.50	19,313.25	3,511.50	19,313.25		19,313.25
42	NO. 6 AWG, 600V, THWN-2 CABLE, STRANDED EQUIPMENT GROUND, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	1,650.00	LF	4.40	7,260.00	1,829.50	8,049.80	1,829.50	8,049.80		8,049.80
43	NON-ENCASED 2" PVC/HDPE CONDUIT	1,875.00	LF	5.50	10,312.50	1,939.50	10,667.25	1,939.50	10,667.25		10,667.25
44	2" PVC/HDPE CONDUIT, DIRECTIONALLY DRILLED	100.00	LF	24.00	2,400.00	259.50	6,228.00	259.50	6,228.00		6,228.00
45	L-867 ELECTRICAL HANDHOLE, SIZE D, 24" DEEP	2.00	EA	1,350.00	2,700.00	3.00	4,050.00	3.00	4,050.00		4,050.00
46	L-810 OBSTRUCTION LIGHT, RED, LED, MOUNTED TO FENCE	5.00	EA	3,300.00	16,500.00	5.00	16,500.00	5.00	16,500.00		16,500.00
47	REMOVE EXISTING BASE CAN MOUNTED TAXIWAY EDGE LIGHT	5.00	EA	1,500.00	7,500.00	5.00	7,500.00	5.00	7,500.00		7,500.00
48	REMOVE AND REINSTALL EXISTING BASE MOUNTED TAXIWAY EDGE LIGHT ON NEW HANDHOLE	5.00	EA	1,500.00	7,500.00	5.00	7,500.00	5.00	7,500.00		7,500.00
49	GRANULAR ROAD SURFACING, CLASS A ROADSTONE	525.00	TON	107.00	56,175.00	445.84	47,704.88	445.84	47,704.88		47,704.88
50	RIP RAP, IOWA DOT CLASS C	450.00	TON	95.00	42,750.00	618.81	58,786.95	618.81	58,786.95		58,786.95
51	EXISTING CULVERT END TREATMENT (S RIVERSIDE DRIVE)	1.00	EA	65,000.00	65,000.00	-	-	-	-		-

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Ames	**Owner's Project No.:**	**P.O. 064100**
Engineer:	Bolton & Menk, Inc.	**Engineer's Project No.:**	**0T5.132070.000**
Contracto	Minturn, Inc.	**Contractor's Project No.:**	**2409**
Project:	Wildlife Fencing Improvements	**Agency's Project No.:**	**502-7079-439-7520**
Contract:	FAA AIP No. 3-19-0004-033-2024 Iowa DOT PN 9I240AMW100		

Application No.: 15 **Application Period:** **From** 06/30/26 **to** 07/31/26 **Application Date:** 07/28/26

A	B	C	D	E	F	F1	F2	G	H	I	J
		Contract Information				Previous Estimate		Work Completed			
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)
52	EXISTING CULVERT END TREATMENT (AIRPORT ROAD)	1.00	EA	40,000.00	40,000.00	1.00	40,000.00	1.00	40,000.00		40,000.00
A1	DEDUCT - WILDLIFE EXCLUSION FENCE, WOVEN WIRE, 8' WITH PUSH-IN TYPE SKIRT AND WITH OUTRIGGERS	350.00	LF	(80.00)	(28,000.00)	-	-	-	-		-
A2	DEDUCT - WILDLIFE EXCLUSION FENCE, WOVEN WIRE, 8' WITH 2' BURIED SKIRT AND WITH OUTRIGGERS	16,700.00	LF	(36.00)	(601,200.00)	-	-	-	-		-
A3	ADD - FENCE, CHAIN LINK, 8', WITH 2' BURIED SKIRT AND WITH OUTRIGGERS	16,700.00	LF	37.00	617,900.00	16,556.29	612,582.73	16,556.29	612,582.73	-	612,582.73
A4	ADD - FENCE, CHAIN LINK, 8' WITH PUSH-IN TYPE SKIRT AND WITH OUTRIGGERS	350.00	LF	82.00	28,700.00	259.00	21,238.00	259.00	21,238.00	-	21,238.00
B1	ADD - FENCE, FIELD FENCE	60.00	LF	40.00	2,400.00	60.00	2,400.00	60.00	2,400.00	-	2,400.00
B2	ADD - FENCE, CHAIN LINK, 8' WITHOUT 2' BURIED SKIRT AND WITH OUTRIGGERS	150.00	LF	34.00	5,100.00	134.00	4,556.00	134.00	4,556.00	-	4,556.00
C1	UPGRADE CHAIN LINK FENCE IN TERMINAL AREA TO BLACK PVC COATED	110.00	LF	30.00	3,300.00	104.00	3,120.00	104.00	3,120.00	-	3,120.00
C2	UPGRADE "GATE B" TO BLACK PVC COATED	1.00	LS	150.00	150.00	1.00	150.00	1.00	150.00	-	150.00
D1	UPGRADE "GATE 3" TO BE MOTORIZED, WITH KEY PAD	1.00	EA	15,000.00	15,000.00	1.00	15,000.00	1.00	15,000.00	-	15,000.00
D2	UPGRADE "GATE 4" TO BE MOTORIZED, WITH KEY PAD	1.00	EA	15,000.00	15,000.00	1.00	15,000.00	1.00	15,000.00	-	15,000.00
D3	UPGRADE "GATE 10" TO BE MOTORIZED, WITH KEY PAD	1.00	EA	15,000.00	15,000.00	1.00	15,000.00	1.00	15,000.00	-	15,000.00
D4	ADD - NO. 6 AWG, 600V, THWN-2 CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	800.00	LF	12.00	9,600.00	928.00	11,136.00	928.00	11,136.00		11,136.00
D5	ADD - NO. 6 AWG, 600V, THWN-2 CABLE, STRANDED EQUIPMENT GROUND, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	400.00	LF	12.00	4,800.00	464.00	5,568.00	464.00	5,568.00		5,568.00
D6	ADD - NON-ENCASED 2" PVC/HDPE CONDUIT	250.00	LF	40.00	10,000.00	250.00	10,000.00	250.00	10,000.00		10,000.00
D7	ADD - 2" PVC/HDPE CONDUIT, DIRECTIONALLY DRILLED	150.00	LF	24.00	3,600.00	107.00	2,568.00	107.00	2,568.00		2,568.00
				Original Contract Totals	**$ 2,616,005.00**		**$ 2,554,535.01**		**$ 2,554,535.01**	**$ -**	**$ 2,554,535.01**
					Change Orders						
CO1-1	DEDUCT - EXISTING CULVERT END TREATMENT (S RIVERSIDE DRIVE)	1.00	EA	(65,000.00)	(65,000.00)		-		-		-
CO1-2	ADD - EXISTING CULVERT END TREATMENT (S RIVERSIDE DRIVE) - CHAIN TYPE TREATMENT	1.00	EA	51,622.00	51,622.00	1.00	51,622.00	1.00	51,622.00		51,622.00
CO3-1	RECONCILIATION OF FINAL QUANTITIES	1.00	LS	3,530.01	3,530.01	-	-	-	-		-
					-				-		-
				Change Order Totals	**$ (9,847.99)**		**$ 51,622.00**		**$ 51,622.00**	**$ -**	**$ 51,622.00**
					Original Contract and Change Orders						
				Project Totals	**$ 2,606,157.01**		**$ 2,606,157.01**		**$ 2,606,157.01**	**$ -**	**$ 2,606,157.01**

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Stored Materials Summary

Contractor's Application for Payment

Owner:	City of Ames	**Owner's Project No.:**	**P.O. 064100**
Engineer:	Bolton & Menk, Inc.	**Engineer's Project No.:**	**0T5.132070.000**
Contractor:	Minturn, Inc.	**Contractor's Project No.:**	**2409**
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Application No.: 15 **Application Period:** **From** 06/30/26 **to** 07/31/26 **Application Date:** 07/28/26

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G+H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J+K) ($)	Materials Remaining in Storage (I-L) ($)
23			Fencing Materials	On Site	2	3,397.00	-	3,397.00	3,397.00	-	3,397.00	-
24			Fencing Materials	On Site	2	62,900.00	-	62,900.00	62,900.00	-	62,900.00	-
25			Fencing Materials	On Site	2	6,970.00	-	6,970.00	6,970.00	-	6,970.00	-
26			Fencing Materials	On Site	2	36,550.00	-	36,550.00	36,550.00	-	36,550.00	-
27			Fencing Materials	On Site	2	13,125.00	-	13,125.00	13,125.00	-	13,125.00	-
28			Fencing Materials	On Site	2	3,750.00	-	3,750.00	3,750.00	-	3,750.00	-
29			Fencing Materials	On Site	2	8,500.00	-	8,500.00	8,500.00	-	8,500.00	-
30			Fencing Materials	On Site	2	7,500.00	-	7,500.00	7,500.00	-	7,500.00	-
31			Fencing Materials	On Site	2	6,000.00	-	6,000.00	6,000.00	-	6,000.00	-
32			Fencing Materials	On Site	2	19,500.00	-	19,500.00	19,500.00	-	19,500.00	-
33			Fencing Materials	On Site	2	4,400.00	-	4,400.00	4,400.00	-	4,400.00	-
A3			Fencing Materials	On Site	2	153,550.00	-	153,550.00	153,550.00	-	153,550.00	-
A4			Fencing Materials	On Site	2	6,970.00	-	6,970.00	6,970.00	-	6,970.00	-
B1			Fencing Materials	On Site	2	600.00	-	600.00	600.00	-	600.00	-
B2			Fencing Materials	On Site	2	1,258.00	-	1,258.00	1,258.00	-	1,258.00	-
C1			Fencing Materials	On Site	2	840.00	-	840.00	840.00	-	840.00	-
C2			Fencing Materials	On Site	2	3.00	-	3.00	3.00	-	3.00	-
D1			Fencing Materials	On Site	2	1,500.00	-	1,500.00	1,500.00	-	1,500.00	-
D2			Fencing Materials	On Site	2	1,500.00	-	1,500.00	1,500.00	-	1,500.00	-
D3			Fencing Materials	On Site	2	1,500.00	-	1,500.00	1,500.00	-	1,500.00	-
								-			-	-
Pay Application No. 7 instituted adjustment to Value of Stored Materials Remaining using the following formula ---->			Completed Qty If ---------- < 1.0, then --> Contract Qty	Completed Qty Total Value SM x (1- ----------) Contract Qty				-			-	-
								-			-	-
								-			-	-
All dollar amounts rounded to the nearest penny ($0.01)			Value Completed This Period -->	Qty This Period Total Value SM x (----------) Contract Qty				-			-	-
								-			-	-
								-			-	-
					Totals	**$ 340,313.00**	**$ -**	**$ 340,313.00**	**$ 340,313.00**	**$ -**	**$ 340,313.00**	**$ -**

EJCDC C-620 Contractor's Application for Payment
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U.S. Department of Transportation
Federal Aviation Administration
FAA Central Region

FINAL PROJECT COST SUMMARY
WILDLIFE FENCING IMPROVEMENTS
AMES MUNICIPAL AIRPORT
AIP NO. 3-19-0004-033-2024

PROJECT ITEMS	Total Costs	Ineligible	AIP Eligible	Federal Funding	Iowa DOT Funding	Addt'l Local Funding
1 ADMINISTRATIVE EXPENSE:						
1. Advertisement	$ -	$ -	$ -	$ -	$ -	$ -
2. Shipping and Mailing	$ -	$ -	$ -	$ -	$ -	$ -
3. Independent Estimates	$ -	$ -	$ -	$ -	$ -	$ -
4. Legal Expenses	$ -	$ -	$ -	$ -	$ -	$ -
5. Permitting Fees	$ -	$ -	$ -	$ -	$ -	$ -
6. Approved Miscellaneous Expenses	$ -	$ -	$ -	$ -	$ -	$ -
ADMINISTRATIVE EXPENSE SUBTOTAL	**$ -**	**$ -**	**$ -**	**-**	**-**	**-**
4 ARCHITECTURAL/ENGINEERING BASIC FEES						
1. Design Services - Work Order No. 5, Task 1 - BMI	$ 147,200.00	$ -	$ 147,200.00	$ 147,200.00	$ -	$ -
2. None	$ -	$ -	$ -	$ -	$ -	$ -
3. None	$ -	$ -	$ -	$ -	$ -	$ -
ARCHITECTURAL/ENGINEERING BASIC FEES SUBTOTAL	**$ 147,200.00**	**$ -**	**$ 147,200.00**	**$ 147,200.00**	**$ -**	**$ -**
5 OTHER ARCHITECTURAL/ENGINEERING BASIC FEES						
1. Environmental CatEx - Work Order No. 5, Task 3, BMI	$ 77,000.00	$ -	$ 77,000.00	$ 77,000.00	$ -	$ -
2. None	$ -	$ -	$ -	$ -	$ -	$ -
ARCHITECTURAL/ENGINEERING BASIC FEES SUBTOTAL	**$ 77,000.00**	**$ -**	**$ 77,000.00**	**$ 77,000.00**	**$ -**	**$ -**
6 PROJECT INSPECTION FEES						
1. Construction Administration - Work Order No. 5, Task 2 - BMI	$ 160,400.00	$ -	$ 160,400.00	$ 160,400.00	$ -	$ -
2. None	$ -	$ -	$ -	$ -	$ -	$ -
PROJECT INSPECTION FEES SUBTOTAL	**$ 160,400.00**	**$ -**	**$ 160,400.00**	**$ 160,400.00**	**$ -**	**$ -**
11 CONSTRUCTION AND PROJECT IMPROVEMENT COSTS						
1. Minturn - Division 1 Base Bid	$ 2,514,655.00	$ -	$ 2,514,655.00	$ 2,514,655.00	$ -	$ -
2. Minturn, Inc - Division 1 Alt Bid A	$ 17,400.00	$ -	$ 17,400.00	$ 17,400.00	$ -	$ -
3. Minturn, Inc - Division 2 Base Bid	$ 7,500.00	$ 7,500.00	$ -	$ -	$ -	$ 7,500.00
4. Minturn, Inc - Division 2 Alt Bid B	$ 3,450.00	$ 3,450.00	$ -	$ -	$ -	$ 3,450.00
5. Minturn, Inc - Division 3 Alt Bid C	$ 73,000.00	$ 73,000.00	$ -	$ -	$ 73,000.00	$ -
6. Minturn, Inc - Change Order No. 1 (Culvert End Treatment Change)	$ (13,378.00)	$ -	$ (13,378.00)	$ (13,378.00)	$ -	$ -
7. Minturn, Inc - Change Order No. 2 (Completion Date Change)	$ -	$ -	$ -	$ -	$ -	$ -
8. Minturn, Inc - Change Order No. 3 (Final Quantity Reconciliation)	$ 3,530.01	$ 548.00	$ 2,982.01	$ 2,982.01	$ 1,272.00	$ (724.00)
CONSTRUCTION AND PROJECT IMPROVEMENT COSTS SUBTOTAL	**$ 2,606,157.01**	**$ 84,498.00**	**$ 2,521,659.01**	**$ 2,521,659.01**	**$ 74,272.00**	**$ 10,226.00**
13 MISCELLANEOUS COST						
1. Gate Controllers-Key Card-American Fence, Separate Purchase Order	$ 23,195.00	$ 23,195.00	$ -	$ -	$ -	$ 23,195.00
2. None	$ -	$ -	$ -	$ -	$ -	$ -
MISCELLANEOUS COST SUBTOTAL	**$ 23,195.00**	**$ 23,195.00**	**$ -**	**$ -**	**$ -**	**$ 23,195.00**
14 CUMULATIVE TOTAL	**$ 3,013,952.01**	**$ 107,693.00**	**$ 2,906,259.01**	**$ 2,906,259.01**	**$ 74,272.00**	**$ 33,421.00**
18 PROJECT NET SUBTOTAL	**$ 3,013,952.01**	**$ 107,693.00**	**$ 2,906,259.01**	**$ 2,906,259.01**	**$ 74,272.00**	**$ 33,421.00**
AIP FEDERAL SHARE 90 %						
FEDERAL/IowaDOT SHARE OF NET SUBTOTAL	(Maximum)		**$ 2,615,633.11**	**$ 2,615,633.11**	**$ 59,417.60**	**$ 33,421.00**
19 FINAL FEDERAL/IowaDOT SHARE (Round down to Nearest Whole Dollar)			**$ 2,615,633.00**	**$ 2,615,633.00**	**$ 59,417.00**	**$ -**
20 GRANTEE SHARE			**$ 290,626.01**	**$ 290,626.01**	**$ 14,855.00**	**$ 33,421.00**

Total Local Commitment: $ 338,902.01

CITY OF
ames
Smart Choice

August 6, 2026

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

Dear Mayor and Council Members:

I hereby certify the **2023/24 Airport Improvement Program (Wildlife Fence)** project was completed in an acceptable manner by **Minturn, Inc.,** of Brooklyn, Iowa, in the amount of **$2,606,157.01** 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 #:	**22**
DATE:	**08-11-26**
DEPT:	**P&R**

COUNCIL ACTION FORM

SUBJECT: FURMAN AQUATIC CENTER POOL BASIN HEATER PROJECT CONTRACT COMPLETION

BACKGROUND:

The Furman Aquatic Center opened to the public in 2010. The facility is currently in its 16th season and averages over 89,000 visits per year. The three basin, 718,000-gallon facility has a water heating system that includes natural gas fired heaters that heat glycol. The heated glycol is then pumped through heat exchangers located in the surge tanks for each pool. Heat is transferred from the heat exchangers to the surrounding water, which is then pumped to each pool basin.

City Council, at its October 28, 2025 meeting, waived the City's Purchasing Policy requirements for competitive bidding procedures and awarded a sole source contract to Sentry Aquatic Innovations, Woodward, Iowa, in the amount of $297,600.30 to replace the pool basin heater system.

Sentry Aquatic Innovations, Woodward, Iowa, completed the heater project in early June and the facility has been operating with the new heaters during the 2026 swimming season. Given the warm temperatures so far this season, the new heaters have not been used as much as anticipated. The new heaters have a 98% efficiency rating compared to the previous heaters which were rated at 80%. The City will receive a rebate from Alliant Energy in the amount of $1,500.

The total cost of the project was $297,600.30. The available funds for the project total $331,500, with $231,500 of this amount from the adopted FY 2025/26 Capital Improvements Plan for Furman Aquatic Center and $100,000 in funding carried over from prior CIP projects ($75,000 from FY 2022/23 Furman heaters and $25,000 from the FY 2023/24 basin painting project).

ALTERNATIVES:

1. Accept completion of the contract for the Furman Aquatic Center Pool Basin Heater Replacement Project with Sentry Aquatic Innovations, Woodward, Iowa, in the amount of $297,600.30.

2. Do not accept completion of contract for the Furman Aquatic Center Pool Basin Heater Replacement Project with Sentry Aquatic Innovations, Woodward, Iowa, and direct staff how to proceed.

CITY MANAGER'S RECOMMENDED ACTION:

Furman Aquatic Center is a premier recreational amenity for the community. It is important to keep the facility safe and well maintained to ensure its reliable operation for residents. The pool basin heater system is a major component used during the early and late portions of the pool season so patrons can enjoy the water even when air temperatures may be cooler. By replacing the original heating system, the efficiency of the gas-fired equipment has been increased from 80% to 98%. Therefore, it is the City Manager's recommendation that the City Council approve Alternative No. 1 as stated above.

ITEM #:	**23**
DATE:	**08-11-26**
DEPT:	**P&R**

COUNCIL ACTION FORM

SUBJECT: ACCEPTING COMPLETION OF TWO BID PACKAGES FOR 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 14th and 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 two of the 14 bid packages. The final acceptance recommendation letter from the architect for the two bid packages is attached. As a reminder, at the July 28, 2026 Council meeting, Council accepted the completion of seven other bid packages for this project (listed below in the table labeled "Contracts Completed").

The following Bid Packages for this action include:

CONTRACTOR & BID PACKAGE*	AWARD AMOUNT	# OF CHANGE ORDERS	CHANGE ORDERS TOTAL	CONTRACT TOTAL
1. Con-Struct, Inc. 31-1 Demolition & Earthwork Work	$ 532,975	6	$ 64,064	$ 597,039
2. Iowa Pipe & Grading, LLC 33-1 Site Utility Work	$ 385,700	1	$ 14,518	$ 400,218
SUBTOTAL OF CLOSEOUT CONTRACTS	**$918,675**	**7**	**$ 78,582**	**$ 997,257**

CONTRACTS NOT COMPLETE				
3. Brockway Mechanical & Roofing Co., Inc 22-1 Plumbing & HVAC Work**	$4,184,363	12	$123,906	$ 4,308,269
4. All Star Concrete, LLC 03-1 Building Concrete Work	$ 671,500	6	$ 42,056	$ 713,556
5. Core Construction, LLC 03-3 Precast Concrete & Structural Steel Work	$2,710,000	6	$ 26,984	$ 2,736,984
6. Central States Roofing 07-3 Membrane Roofing & Sheet Metal Flashing Work	$ 806,300	2	$ 6,763	$ 813,063
7. Van Maanen Electric, Inc. 26-1 Elec., Comms., Electronic Safety & Sec. Work	$1,477,436	21	$147,682	$ 1,625,118
SUBTOTAL OF CONTRACTS NOT COMPLETE	**$9,849,599**	**47**	**$347,391**	**$10,196,990**

CONTRACTS COMPLETED				
8. Forrest & Associate, Inc 04-1 Unit Masonry Work	$ 84,275	3	$ 1,157	$ 85,432
9. Lansink Construction, Inc 06-1 General Carpentry Work	$1,016,000	16	$ 14,962	$1,130,962
10. Orning Glass Company 08-1 Entrance, Storefront, Curtainwall & Glazing Work	$ 726,526	6	$ 17,757	$ 744,283
11. Hilsabeck Schacht, Inc 09-1 Gypsum Board Assembly, Acoustical Ceiling, Paint & Work	$ 519,250	14	$ 24,850	$ 544,100
12. Sande Construction & Supply Company 13-1 Swimming Pool Work	$4,326,187	6	$ 2,349	$4,328,536
13. Midwest Automatic Fire Sprinkler Company 21-1 Fire Suppression System Work	$ 130,100	1	($ 700)	$ 129,400
14. Lakeside Contractors LLC 32-1 Paving & Sidewalk Work	$ 351,588	5	$ 32,538	$ 384,126
SUBTOTAL OF CONTRACTS COMPLETED	**$7,153,926**	**51**	**$192,913**	**$7,346,839**
GRAND TOTAL	**$17,922,200**	**105**	**$618,886**	**$18,541,086**

***The total of the two contracts in this action is in the amount of $918,675. Through the duration of the project there have been 7 change orders associated with these two contracts totaling $78,582, increasing the construction total of those contracts of the project by 8.6% to $997,257.**

**The bid package contract 22-1 Plumbing & HVAC Work with Brockway Mechanical & Roofing Co., Inc is now substantially complete and partial retainage has been released. Even

though Brockway has received partial retainage, they are still on the Contracts Not Complete list as they are still completing tasks.

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	$ 618,886
Other Project Related Costs	$ 960,621
Available Balance	$ (2,720)****
TOTAL Project Cost (As of 7/6/26)	**$26,917,920**

***__It should be noted that there is a request from Story Construction for Change Order #3 in the amount of $132,270 that is on City Council's August 11 agenda. The $132,270 amount is not included in this number.__

****__Donation funds for Fitch or project savings from the Ada Hayden project will be used to cover this shortage.__

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 31-1 (Demolition & Earthwork) with Con-Struct, Inc., of Ames, IA, for the Fitch Family Indoor Aquatic Center, in the amount of $597,039.

    b. Accept completion of the contract for bid package 33-1 (Site Utility Work) with Iowa Pipe & Grading, LLC, of Ames, IA, for the Fitch Family Indoor Aquatic Center, in the amount of $400,218.

2. Do not approve the completion of the two bid package contracts 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 two 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.

With the two approvals outlined above, a total of nine contracts have been completed. 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):
FFIAC - RETAINAGE GROUP F002_TO OWNER.pdf
Change Order Log - 8-11-26 Contractor Closeout 2.pdf

August 3, 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: ..... August 3rd, 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. 31-1 – Con-Struct, Inc.
- Bid Package No. 33-1 – Iowa Pipe and Grading LLC

Sincerely,

Brad Rodenburg, AIA, RDG

RDG Planning & Design
brodenburg@rdgusa.com
515.473.6361

STORY CONSTRUCTION

2810 Wakefield Circle
Ames, IA 50010
515-232-4358

July 31, 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 (August 2026 Retainage Group F002)**
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. 31-1 – Con-Struct, Inc.
- Bid Package No. 33-1 – Iowa Pipe and Grading LLC

For this group of contractors, the Payment Application Summary No. F002 (Retainage Group F002), 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.

Sincerely,

STORY CONSTRUCTION CO.

Deborah Thurmond
Assistant Project Manager

BID PACKAGE CONTRACTORS' APPLICATIONS FOR FINAL PAYMENT SUMMARY # F002

Project: Fitch Family Indoor Aquatic Center **Summary Application No:** F002

Owner: City of Ames

Date: July 31, 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: 08/03/2026

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: 8.3.2026

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.

Bid Package Final Payment Application Summary # F002 **Date:** July 31, 2026

Project: Fitch Family Indoor Aquatic Center

Owner: City of Ames

Story Construction Co.
2810 Wakefield Circle
Ames, Iowa 50010, United States

Fitch Family Indoor Aquatic Center
115 N Elm Avenue
Ames, Iowa, 50010

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
BP31-1 (PO#62949)	CON-STRUCT INC	$532,975.00	$64,064.00	$597,039.00	$597,039.00	$0.00	$597,039.00	$567,187.05	$0.00	$29,851.95
BP33-1 (PO#62951)	IOWA PIPE & GRADING LLC	$385,700.00	$14,518.00	$400,218.00	$400,218.00	$0.00	$400,218.00	$380,207.10	$0.00	$20,010.90
Grand Totals		**$918,675.00**	**$78,582.00**	**$997,257.00**	**$997,257.00**	**$0.00**	**$997,257.00**	**$947,394.15**	**$0.00**	**$49,862.85**

AIA® Document G702™ - 1992

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:	City of Ames 515 Clark Ave Ames, IA 50010	**PROJECT:**	Fitch Family Indoor Aquatic Center 115 N Elm Ave Ames, IA 50010	**APPLICATION NO:**	14
				PERIOD TO:	7/17/2026
FROM CONTRACTOR:	**BP 3101 (PO# 062949)** Con-struct, Inc. 305 S Dayton Ave Ames, IA 50010	**VIA**	Story Construction	**CONTRACT FOR:**	
				CONTRACT DATE:	2/14/2024
		ARCHITECT:	RDG Planning & Design, Inc. 301 Grand Ave Des Moines, IA 50309	**PROJECT NOS:**	R3004.472.01

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐ FIELD
- ☐ OTHER

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		532,975.00
2. Net change by Change Orders		64,064.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		597,039.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		597,039.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$ 0.00	
b. ____ % of Stored Material (Column F on G703)	$	
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)		597,039.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMI (Line 6 from prior Certificate)		567,187.05
8. CURRENT PAYMENT DUE		29,851.95
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 Ow	$64,706.00	
Total approved this Month		$642.00
TOTALS	$64,706.00	$642.00
NET CHANGES by Change Order		$64,064.00

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 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: Stacy Harris Date: 7/17/26
State of: Iowa
County of: Story
Subscribed and sworn to before me this 17 day of July 2026

Notary Public: Jan Searcy
My Commission expires: 11-6-26

NOTARIAL SEAL IOWA
JAN SEARCY
Commission Number 807340
My Commission Expires
11-6-26

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 to 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.

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Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 14
APPLICATION DATE: 7/17/2026
PERIOD TO: 7/17/2026
PROJECT NO: 2024-063

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	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 (IF VARIABLE RATE)
	MOBILIZATION	$29,000.00	$29,000.00	$0.00		$29,000.00	100.00%		
	BUILDING DEMOLITION	$161,302.00	$161,302.00	$0.00		$161,302.00	100.00%		
	REMOVALS	$85,106.00	$85,106.00	$0.00		$85,106.00	100.00%		
	TOPSOIL STIP	$15,000.00	$15,000.00	$0.00		$15,000.00	100.00%		
	SITE GRADING	$76,500.00	$76,500.00	$0.00		$76,500.00	100.00%		
	SUBGRADE PREPARATION	$5,140.00	$5,140.00	$0.00		$5,140.00	100.00%		
	TOPSOIL RESPREAD	$26,025.00	$26,025.00	$0.00		$26,025.00	100.00%		
	BIO-RETENTION CELL	$18,080.00	$18,080.00	$0.00		$18,080.00	100.00%		
	LANDSCAPE ITEMS	$114,322.00	$114,322.00	$0.00		$114,322.00	100.00%		
	ALTERNATE 1	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%		
CO 001	DISCONNECTS	$7,747.00	$7,747.00	$0.00		$7,747.00	100.00%		
CO 002	BUILDING RUBBLE REMOVAL	$45,419.00	$45,419.00	$0.00		$45,419.00	100.00%		
CO 003	PLANTING REVISIONS	-$737.00	-$737.00	$0.00		-$737.00	100.00%		
CO 004	CURB STRIP RESTORATION	$9,702.00	$9,702.00	$0.00		$9,702.00	100.00%		
CO 005	PLANTING REVISIONS	$2,575.00	$2,575.00	$0.00		$2,575.00	100.00%		
CO 006	REPAIR SUMP PUMPS WIRING	-$642.00	-$642.00	$0.00		-$642.00	100.00%		
						$0.00			
						$0.00			
						$0.00			
						$0.00			
						$0.00			
						$0.00			
						$0.00			
						$0.00			
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						$0.00			
						$0.00			
						$0.00			
						$0.00			
						$0.00			
						$0.00			
						$0.00			
						$0.00			
	GRAND TOTALS	$597,039.00	$597,039.00	$0.00	$0.00	$597,039.00	100.00%		

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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. 31-1 – Demolition & Earthwork
(PO #62949)
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)*

Con-Struct, Inc.
305 South Dayton Avenue
Ames, IA 50010

Steven J Harris
CONTRACTOR'S Authorized Representative *(Signature)*

Steven J Harris Project Manager
(Printed name and title)

7/14/26
Date

Subscribed and sworn to before me on this date: 7/17/26

Notary Public: Jan Searcy
My Commission Expires: 11-6-26

NOTARIAL SEAL IOWA
JAN SEARCY
Commission Number 807340
My Commission Expires
11-6-26

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User Notes: (69dd5475d6181ac7a3b5266b)

Bond # 100004234

AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*
Bid Package 31-1 Demolition & Earthwork Work including Alternate #1: Add Walking & Multipurpose Area (Building Area East of Gridline 'L') - Fitch Family Indoor Aquatic Center, 115 North Elm Avenue, Ames, Iowa

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED: 2/14/2024

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

TO OWNER: *(Name and address)*
City of Ames
515 Clark Avenue P.O. Box 811
Ames, IA 50010-0811

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 50306
, SURETY,
on bond of
(Insert name and address of Contractor)
Con-Struct, Inc.
305 S. Dayton Avenue
Ames, IA 50010
, 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 P.O. Box 811
Ames, IA 50010-0811
, OWNER,
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 16, 2026
(Insert in writing the month followed by the numeric date and year.)

Merchants Bonding Company (Mutual)

SURETY *(Signature)*

Troy Staples, Attorney-in-fact
(Printed name and title)

Attest:
(Seal):

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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,

Jennifer Boyles; Joel Krech; Nick Denn; Nick Hochban; Sam Kemp; Thomas G Kemp; Thomas M Lahl; Troy Staples; Zachary Pate

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 o 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) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

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.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

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

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 16th day of July , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

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:	**Con-Struct, Inc.** BP No. 31-1 – Demolition & Earthwork 305 South Dayton Avenue 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: Steven J Harris Date: 7/14/26

Printed Name: Steven J Harris

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City Of Ames
515 Clark Ave
Ames, IA 50010

PROJECT: Fitch Family Aquatic Center
115 N Elm Ave
Ames, IA 50010

APPLICATION NO: 11
APPLICATION DATE: 11-Jun-26
PERIOD TO: 11-Jun-26

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR:
Iowa Pipe And Grading

VIA ARCHITECT: RDG Planning And Design
301 Grand Ave
Des Moines, Ia 50309
#R3004.472.01

PROJECT NOS:

CONTRACT FOR: BP 33-1 PO#062951

job 24-0002

CONTRACT DATE: 16-Feb-24

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		$ 385,700.00
2. Net change by Change Orders		$ 14,518.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 400,218.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 400,218.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 0.00	
b. % of Stored Material (Column F on G703)	$	
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)		$ 400,218.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 380,207.10
8. CURRENT PAYMENT DUE		$ **20,010.90**
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	$14,518.00	
Total approved this Month		$0.00
TOTALS	$14,518.00	$0.00
NET CHANGES by Change Order	$14,518.00	

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: 6/11/26

State of: Iowa County of: Story
Subscribed and sworn to before me this 11-Jun-26
Notary Public: Katherine DeShong

NOTARIAL SEAL
KATHERINE DESHONG
Commission Number 841793
My Commission Expires
~~August 22,~~ 2028

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 onthe 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.

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
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Fitch Family Aquatic Center job 24-0002 APPLICATION DATE: 11-Jun-26

B	C	D	E1	F4	G1	G2	H	I
Work Description	**Scheduled Value**	**From Previous Application**	**This Period**	**Presently Stored Materials**	**Total Completed and Stored To Date**	**Percent Complete**	**Balance To Finish**	**Retainage**
BASE CONTRACT								
Water Service Pipe System(Labor)	$ 7,391.00	$7,391.00			$7,391.00	100.00%	$0.00	$0.00
Water Service Pipe System(Material)	$ 7,328.00	$7,328.00			$7,328.00	100.00%	$0.00	$0.00
Sanitary Sewer System(Labor)	$ 21,068.00	$21,068.00			$21,068.00	100.00%	$0.00	$0.00
Sanitary Sewer System(Material)	$ 25,196.00	$25,196.00			$25,196.00	100.00%	$0.00	$0.00
Storm Sewer System(Labor)	$ 46,805.00	$46,805.00			$46,805.00	100.00%	$0.00	$0.00
Storm Sewer System(Material)	$ 47,883.00	$47,883.00			$47,883.00	100.00%	$0.00	$0.00
Underground Detention(Labor)	$ 19,009.00	$19,009.00			$19,009.00	100.00%	$0.00	$0.00
Underground Detention(Material)	$ 68,776.00	$68,776.00			$68,776.00	100.00%	$0.00	$0.00
Subdrain Piping(Labor	$ 19,139.00	$19,139.00			$19,139.00	100.00%	$0.00	$0.00
Subdrain Piping(Material)	$ 19,654.00	$19,654.00			$19,654.00	100.00%	$0.00	$0.00
Pavers(Labor)	$ 26,045.00	$26,045.00			$26,045.00	100.00%	$0.00	$0.00
Pavers(Material)	$ 29,097.00	$29,097.00			$29,097.00	100.00%	$0.00	$0.00
Pavement Demo And Mobilization	$ 40,913.00	$40,913.00			$40,913.00	100.00%	$0.00	$0.00
Performance Bond	$ 7,396.00	$7,396.00			$7,396.00	100.00%	$0.00	$0.00
FOR'S & CHANGE ORDERS								
CO 1- reroute water and move san mh	$ 14,518.00	$14,518.00			$0.00	#DIV/0!	$0.00	$0.00
					$14,518.00	100.00%	$0.00	$0.00
					$0.00	#DIV/0!

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	**ARCHITECT'S PROJECT NUMBER:** #R3004.472.01 **CONTRACT FOR:** BP No. 33-1 – Site Utility Work (PO #62951) **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		

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)*

Iowa Pipe & Grading, LLC
1588 Xenia Drive
Ames, IA 50014

Core & Main LP
CONTRACTOR'S Authorized Representative *(Signature)*

B M Conahan Credit Mgr
(Printed name and title)

April 16th, 2026
Date

Subscribed and sworn to before me on this date: 4/16/26

Katherine DeShong

Notary Public:
My Commission Expires:

NOTARIAL SEAL IOWA

KATHERINE DESHONG
Commission Number 841793
My Commission Expires
August 22, 2028

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User Notes: (69dd55826b60415508f2bc5a)

AIA® Document G706® – 1994

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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.

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CONTRACTOR: *(Name and address)*

Iowa Pipe & Grading, LLC
1588 Xenia Drive
Ames, IA 50014

C. Donnese Hunter
CONTRACTOR'S Authorized Representative *(Signature)*

C. Donnese Hunter, National Lien Admin.
(Printed name and title)

4/17/2026
Date

Subscribed and sworn to before me on this date: 4/17/2026

Fisk

Notary Public:
My Commission Expires: 05/08/2030

CARRIE DENISE FISK NOTARY PUBLIC STATE OF TEXAS ID 11158267 EXP. 05-08-2030

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User Notes:
(69dd55826b60415508f2bc5a)

AIA® Document G706® – 1994

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TO OWNER: *(Name and address)*
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Ames, IA 50010

ARCHITECT'S PROJECT NUMBER:
#R3004.472.01
CONTRACT FOR:
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(PO #62951)
CONTRACT DATED:
February 14, 2024

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

STATE OF: Iowa
COUNTY OF: Story

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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)*

Iowa Pipe & Grading, LLC
1588 Xenia Drive
Ames, IA 50014

CONTRACTOR'S Authorized Representative *(Signature)*

Brian Eppert owner/President
(Printed name and title)

4/15/26
Date

Subscribed and sworn to before me on this date: 4/15/26

Katherine DeShong

Notary Public:
My Commission Expires:

NOTARIAL SEAL IOWA

KATHERINE DESHONG
Commission Number 841793
My Commission Expires
August 22, 2028

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Consent of Surety to Final Payment

Bond No. 364016V

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. 33-1 – Site Utility Work
(PO #62951)
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)

Westfield Insurance Company
PO Box 5001
Westfield Center, OH 44251

, SURETY,

on bond of
(Insert name and address of Contractor)

Iowa Pipe & Grading, LLC
1588 Xenia Drive
Ames, IA 50014

, 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.)

Westfield Insurance Company

SURETY *(Signature)*

Sara Huston, Attorney-In-Fact
(Printed name and title)

Attest:
(Seal):
Kate Zanders

WESTFIELD INSURANCE COMPANY SEAL

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User Notes: (69dd55af5f1b2d23ced1924e)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/16/25, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. **1429262 16**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, ANNE CROWNER, TIM MCCULLOH, DIONE R. YOUNG, SETH ROOKER, SARA HUSTON, KATE ZANDERS, JOHN CORD, GRACE RASMUSSEN, JAMIE GIFFORD, GRACE DICKINSON, ZACHARY FULLER, JOINTLY OR SEVERALLY

of **WAUKEE** and State of **IA** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **16th** day of **APRIL** A.D., **2025** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **16th** day of **APRIL** A.D., **2025** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **15th** day of **April** A.D. **2026** .

Frank A. Carrino, *Secretary*

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:

Iowa Pipe & Grading, LLC
BP No. 33-1 – Site Utility Work
1588 Xenia Drive
Ames, IA 50014

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: B M Eppert Date: 4/15/26

Printed Name: Brian Eppert

FITCH FAMILY INDOOR AQUATIC CENTER
CHANGE ORDER LOG
(As of 8/11/26)
Highlighted Rows Indicate Contractors Included In Closeout 2

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)	$ 2,349
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
Van Maanen Electric	21	Paging System Interface	$ 2,426	$ 147,682
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			**$ 618,886**	**$ 618,886**

ITEM #:	**24**
DATE:	**08-11-26**
DEPT:	**P&H**

COUNCIL ACTION FORM

SUBJECT: MAJOR FINAL PLAT FOR DOMANI SUBDIVISION THIRD ADDITION

BACKGROUND:

Pinnacle Properties Ames, LLC (Keith Arneson) is requesting approval of a Major Subdivision Final Plat for the Domani Subdivision Third Addition of 10.077 acres at the south end of Green Hills Drive, south of Oakwood Road (Attachment A).

The current Outlot 'YY' is to be divided as follows: 11 single-family lots for Epcon homes with zero-lot lines, five medium-sized single-family lots (between 6,000 and 8,000 square feet, seven large lots for custom single-family homes, two outlots (A and B), and right-of-way for Green Hills Drive, Cottonwood Road, and Lunetta Drive (Attachment B). Outlots A and B are reserved for storm sewer, surface water flowage, public utilities, and pedestrian use. The outlots will be owned and maintained by the Domani Homeowners' Association.

The Domani Subdivision is a Planned Residence District (PRD), which authorizes certain deviations from zoning standards that would normally apply, such as lot sizes and setbacks. The entire Domani Subdivision is 23.784 gross acres and included a Phasing Plan as part of the PRD. The Final Plat for the first addition was approved in October 2020. The First Addition, containing 27 zero-lot line, single-family lots and a clubhouse property, was recorded in 2020. The Second Addition, containing 13 zero-lot line, single-family lots, was recorded in 2022. Most of the lots have had homes constructed on them.

Domani is governed by a Development Agreement that was approved concurrently with the First Addition. The agreement pertains to improvements in the adjacent Christofferson Park and the phasing of the development with respect to the clubhouse and swimming pool and to a temporary sales office. The clubhouse and pool are completed, and the temporary sales office is still in operation. The developer is in compliance with all of these phasing requirements regarding the first phases of development.

One item remains for the developer to complete as a part of the Development Agreement: the completion of a pathway into Christofferson Park across Outlot B, Domani Second Addition. This item was required to be installed prior to initiating Phase 3 (the Third Addition). As a part of this subdivision approval, the developer has requested a short time extension to complete the trail. An amendment to the original agreement is attached, which extends the developer's deadline to August 28, 2026. The developer has scheduled the improvement to occur within this time frame. There are no specific obligations associated with Phase 3.

An Agreement for Public Improvements and an Agreement for Sidewalk and Street Trees have been prepared for City Council approval with the Final Plat. The Agreement for Public Improvements identifies the need for financial security for the completion of certain improvements and utilities related to the proposed plat. **The proposed financial security is**

predicated on the City Council's approval of the Development Agreement for Housing Incentives (a separate item on this same agenda) where the City is responsible for the construction of the Cottonwood Extension and not the developer. If the City Council does not approved the separate Development Agreement, the Final Plat would not conform to the Subdivision Code requirements and would need to be modified to include the Cottonwood Extension as a developer responsibility.

Financial security, in the form of a Letter of Credit, has been submitted to the City in the amount of $291,923.15, which covers the estimated cost of the remaining improvements, in the event the developer does not install the required improvements. Sidewalks and street trees must be installed prior to the issuance of a Certificate of Occupancy for an individual lot; however, within three years after final plat approval, all sidewalks within the addition must be installed. Financial security can be reduced by the City Council as the required infrastructure is installed, inspected, and accepted by the City.

Lots 5-9 are Epcon home lots located along the planned Cottonwood extension and included as part of the Third Addition. However, construction on these lots will not be permitted until the construction of the Cottonwood Extension. The timing of this extension is at the City discretion per the development agreement, but is planned to be added to the CIP for FY 2027-28.

ALTERNATIVES:

1. Approve the following, based on a determination that the project is consistent with the approved PRD and the policies and standards of the City:

    a. Domani I Supplemental Development Agreement

    b. Final Plat of Domani Subdivision, Third Addition

    c. acceptance of the financial security for public improvements with the agreement for Sidewalk and Street Tree deferral, Third Addition

    d. Supplemental Development Agreement for completion of the aggregate Trail within Phase 2, Third Addition

2. Deny the Final Plat for Domani Subdivision, Third Addition on the basis that the Council finds that the development does not comply with the PRD, Development Agreement, or creates a burden on existing public improvements or creates a need for new public improvements that have not yet been installed.

3. Refer this request back to staff or the applicant for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

After reviewing the proposed Final Plat of Domani, Third Addition, staff finds that it complies with all relevant and applicable design and improvement standards of the Subdivision Regulations, the *Ames Plan 2040*, other adopted City plans, ordinances and standards, and the City's Zoning Ordinance.

The developer is obligated to complete the extension of Green Hills and Lunetta Drive in order for the City to construct the Cottonwood extension. The Cottonwood extension timing is at the discretion of the City Council as part of the CIP process.

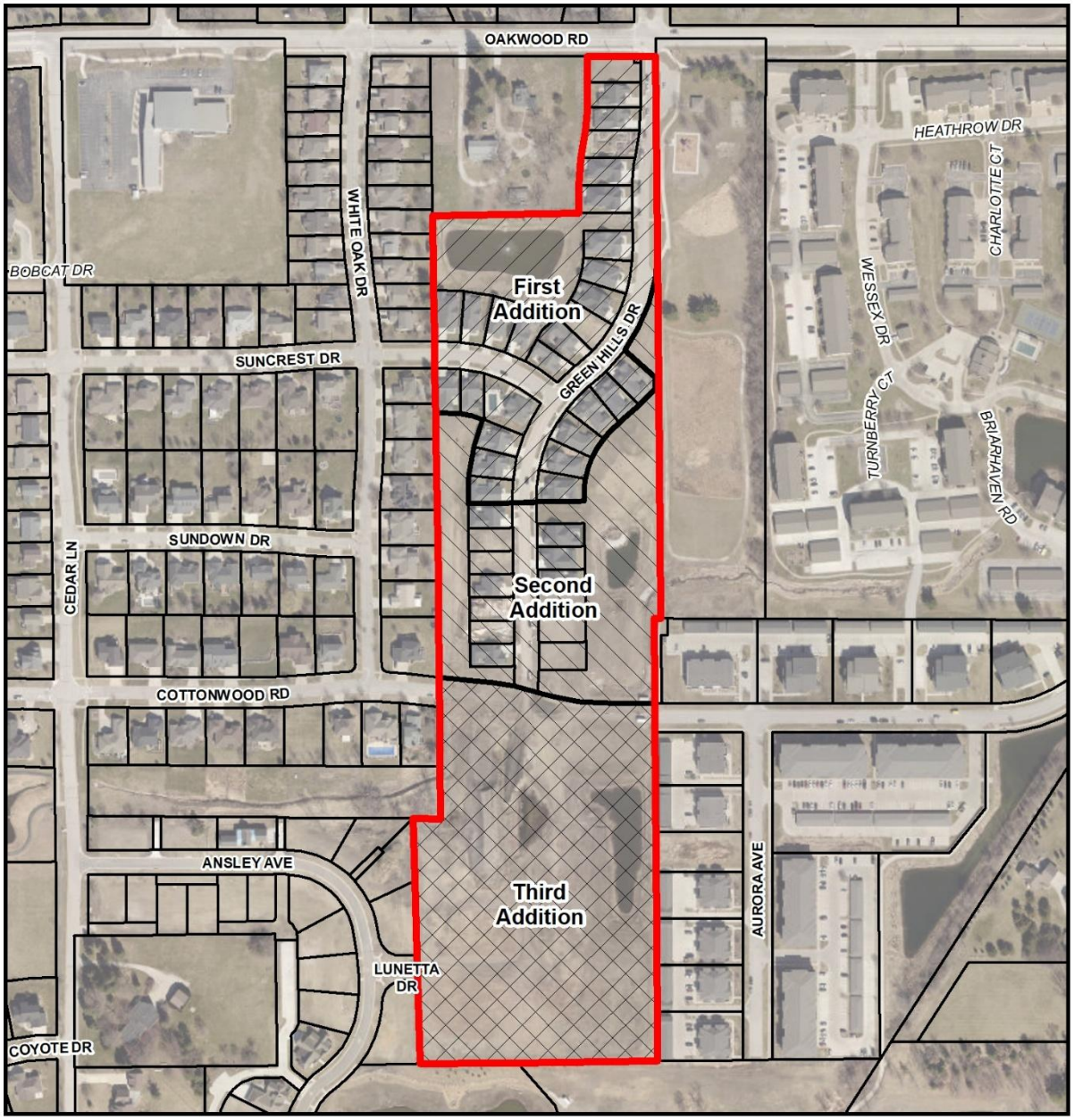
The developer is responsible for all private improvements throughout the PRD, including trails within the second and third additions. The proposed extension of time to complete the aggregate trail in Phase 2 until August 28 has no material impact on the phasing of the project. The additional trail connection from Green Hills to Aurora through Outlot B is required within three years to conform to the sidewalk deferral agreement.

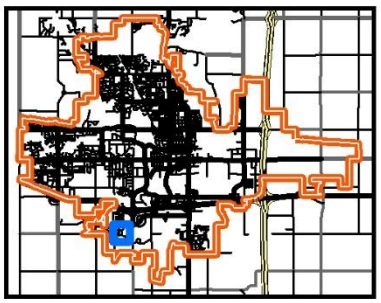
Therefore, it is the recommendation of the City Manager that the City Council approve Alternative No. 1, as described above.

ATTACHMENT(S):
Attachment A - Location Map.pdf
Attachment B - Final Plat.pdf
Supplemental Agreement.pdf
Amend_DA_Pinnacle_Domani3_cln20260805.pdf

Attachment A

Location Map





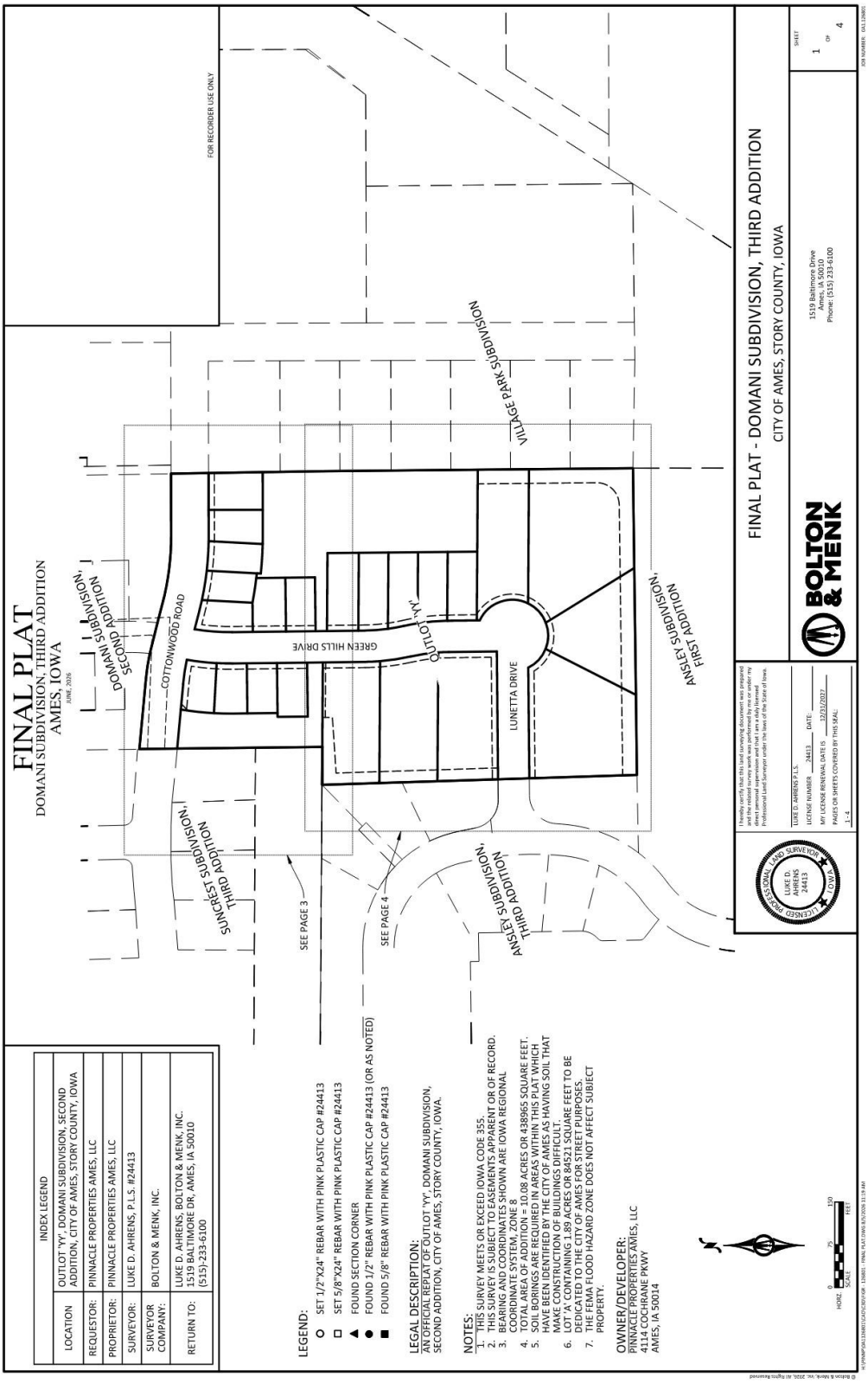
Domani Third Addition

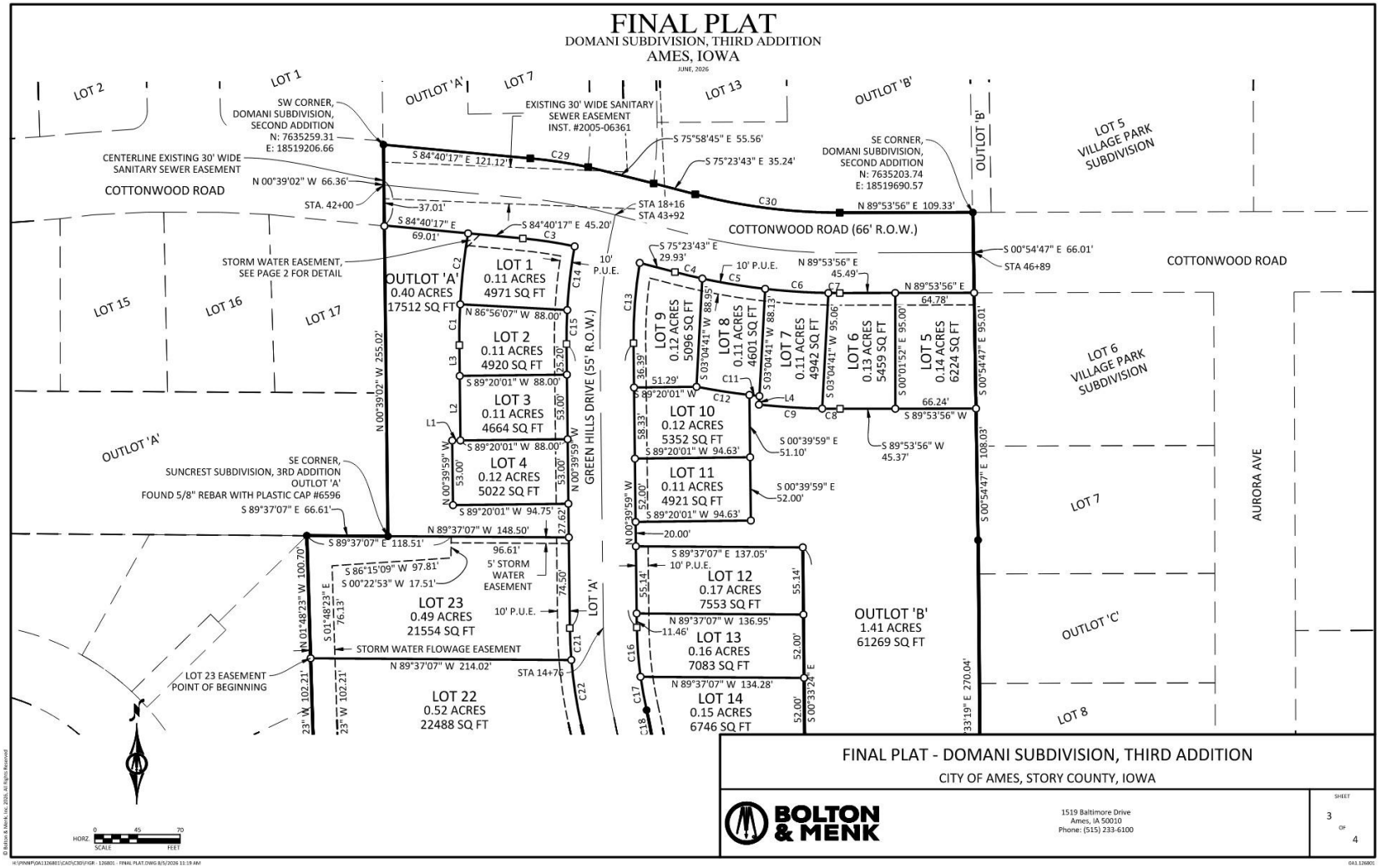
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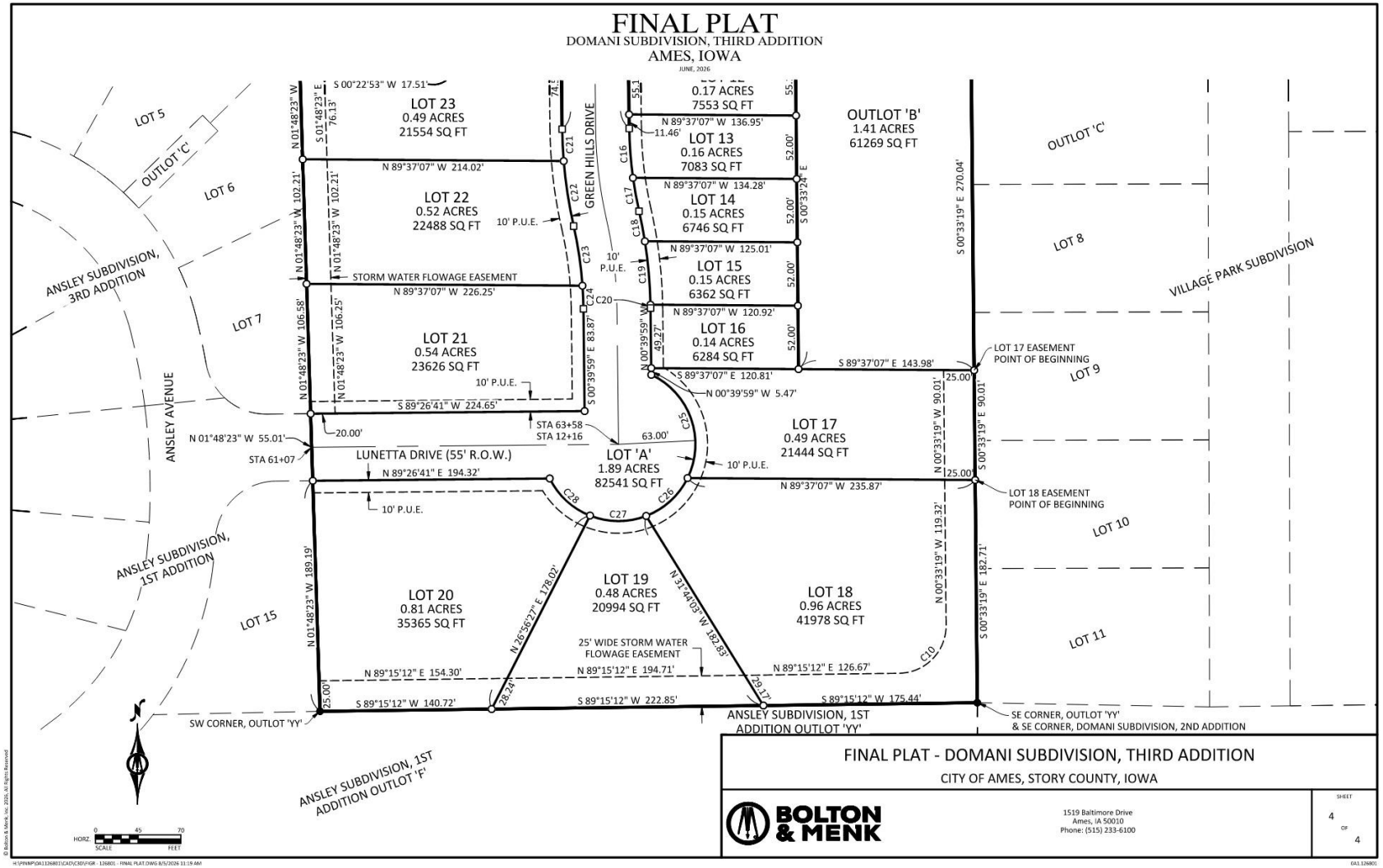
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Attachment B

Final Plat




FINAL PLAT
DOMANI SUBDIVISION, THIRD ADDITION
AMES, IOWA
JUNE, 2026
LOT 1
0.11 ACRES
4971 SQ FT
LOT 2
0.11 ACRES
4920 SQ FT
LOT 3
0.11 ACRES
4664 SQ FT
LOT 4
0.12 ACRES
5022 SQ FT
OUTLOT 'A'
0.40 ACRES
17512 SQ FT
LOT 23
0.49 ACRES
21554 SQ FT
LOT 22
0.52 ACRES
22488 SQ FT
LOT 9
0.12 ACRES
5096 SQ FT
LOT 8
0.11 ACRES
4601 SQ FT
LOT 7
0.11 ACRES
4942 SQ FT
LOT 6
0.13 ACRES
5459 SQ FT
LOT 5
0.14 ACRES
6224 SQ FT
LOT 10
0.12 ACRES
5352 SQ FT
LOT 11
0.11 ACRES
4921 SQ FT
LOT 12
0.17 ACRES
7553 SQ FT
LOT 13
0.16 ACRES
7083 SQ FT
LOT 14
0.15 ACRES
6746 SQ FT
OUTLOT 'B'
1.41 ACRES
61269 SQ FT
COTTONWOOD ROAD
COTTONWOOD ROAD (66' R.O.W.)
GREEN HILLS DRIVE (55' R.O.W.)
AURORA AVE
LOT 5 VILLAGE PARK SUBDIVISION
LOT 6 VILLAGE PARK SUBDIVISION
LOT 7
LOT 8
OUTLOT 'C'
SW CORNER, DOMANI SUBDIVISION, SECOND ADDITION N: 7635259.31 E: 18519206.66
SE CORNER, DOMANI SUBDIVISION, SECOND ADDITION N: 7635203.74 E: 18519690.57
SE CORNER, SUNCREST SUBDIVISION, 3RD ADDITION OUTLOT 'A' FOUND 5/8" REBAR WITH PLASTIC CAP #6596
EXISTING 30' WIDE SANITARY SEWER EASEMENT INST. #2005-06361
CENTERLINE EXISTING 30' WIDE SANITARY SEWER EASEMENT
STORM WATER EASEMENT, SEE PAGE 2 FOR DETAIL
5' STORM WATER EASEMENT
STORM WATER FLOWAGE EASEMENT
10' P.U.E.
LOT 23 EASEMENT POINT OF BEGINNING
STA. 42+00
STA 18+16
STA 43+92
STA 46+89
STA 14+76
N 00°39'02" W 66.36'
S 84°40'17" E 121.12'
S 75°58'45" E 55.56'
S 75°23'43" E 35.24'
N 89°53'56" E 109.33'
S 00°54'47" E 66.01'
S 84°40'17" E 69.01'
S 84°40'17" E 45.20'
S 75°23'43" E 29.93'
N 89°53'56" E 45.49'
N 89°53'56" E 64.78'
N 00°39'02" W 255.02'
N 86°56'07" W 88.00'
S 89°20'01" W 88.00'
S 89°20'01" W 94.75'
N 89°37'07" W 148.50'
S 89°37'07" E 118.51'
S 86°15'09" W 97.81'
S 00°22'53" W 17.51'
N 01°48'23" W 100.70'
S 01°48'23" E 76.13'
N 89°37'07" W 214.02'
S 89°37'07" E 137.05'
N 89°37'07" W 136.95'
N 89°37'07" W 134.28'
S 00°33'24" E 270.04'
S 00°54'47" E 108.03'
S 00°54'47" E 95.01'
S 03°04'41" W 88.13'
S 03°04'41" W 95.06'
S 00°01'52" E 95.00'
S 89°53'56" W 66.24'
S 89°53'56" W 45.37'
S 00°39'59" E 51.10'
S 00°39'59" E 52.00'
N 00°39'59" W 52.00'
N 00°39'59" W 53.00'
S 89°20'01" W 94.63'
S 89°20'01" W 51.29'
N 00°39'59" W 36.39'
20.00'
11.46'
58.33'
96.61'
74.50'
102.21'
10' P.U.E.
SCALE
HORZ.
FEET
FINAL PLAT - DOMANI SUBDIVISION, THIRD ADDITION
CITY OF AMES, STORY COUNTY, IOWA
BOLTON & MENK
1519 Baltimore Drive
Ames, IA 50010
Phone: (515) 233-6100
SHEET
3
OF
4


FINAL PLAT
DOMANI SUBDIVISION, THIRD ADDITION
AMES, IOWA
JUNE, 2026
LOT 23
0.49 ACRES
21554 SQ FT
LOT 22
0.52 ACRES
22488 SQ FT
LOT 21
0.54 ACRES
23626 SQ FT
LOT 20
0.81 ACRES
35365 SQ FT
LOT 19
0.48 ACRES
20994 SQ FT
LOT 18
0.96 ACRES
41978 SQ FT
LOT 17
0.49 ACRES
21444 SQ FT
LOT 16
0.14 ACRES
6284 SQ FT
LOT 15
0.15 ACRES
6362 SQ FT
LOT 14
0.15 ACRES
6746 SQ FT
LOT 13
0.16 ACRES
7083 SQ FT
0.17 ACRES
7553 SQ FT
LOT 'A'
1.89 ACRES
82541 SQ FT
OUTLOT 'B'
1.41 ACRES
61269 SQ FT
OUTLOT 'C'
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 15
ANSLEY SUBDIVISION, 3RD ADDITION
ANSLEY SUBDIVISION, 1ST ADDITION
ANSLEY SUBDIVISION, 1ST ADDITION OUTLOT 'F'
VILLAGE PARK SUBDIVISION
ANSLEY AVENUE
GREEN HILLS DRIVE
LUNETTA DRIVE (55' R.O.W.)
STORM WATER FLOWAGE EASEMENT
25' WIDE STORM WATER FLOWAGE EASEMENT
10' P.U.E.
LOT 17 EASEMENT POINT OF BEGINNING
LOT 18 EASEMENT POINT OF BEGINNING
SW CORNER, OUTLOT 'YY'
SE CORNER, OUTLOT 'YY' & SE CORNER, DOMANI SUBDIVISION, 2ND ADDITION
ANSLEY SUBDIVISION, 1ST ADDITION OUTLOT 'YY'
FINAL PLAT - DOMANI SUBDIVISION, THIRD ADDITION
CITY OF AMES, STORY COUNTY, IOWA
BOLTON & MENK
1519 Baltimore Drive
Ames, IA 50010
Phone: (515) 233-6100
SHEET 4 OF 4

SPACE ABOVE RESERVED FOR OFFICIAL USE	
Legal description:	See page 1
Return document to:	City Clerk, 515 Clark Avenue, Ames Iowa 50010
Document prepared by:	Victoria A. Feilmeyer. City of Ames Legal Department 515 Clark Ave., Ames, IA 50010 515-239-5146

SUPPLEMENTAL AGREEMENT FOR DOMANI SUBDIVISION REGARDING DEVELOPER INCENTIVES

This is an agreement made by and between **Pinnacle Properties Ames, L.L.C.**, an Iowa limited liability company, and the **City of Ames, Iowa**, an Iowa Municipal Corporation, upon the following terms and conditions:

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

1.1 "Developer" means Pinnacle Properties Ames, L.L.C., which is the owner of the real property legally described as *Outlot YY, Domani Subdivision Second Addition, Ames, Iowa.*

1.2 "City" means the City of Ames, Iowa.

1.3 "Supplemental Agreement" means this instrument as signed by the Developer and City.

2 Circumstances and Purpose. The subject of this Supplemental Agreement is to memorialize a decision made by the City Council to provide Developer with incentives in connection with the development of Domani Subdivision, Third Addition, Ames, Iowa. By motion at its February 10, 2026, meeting, the City determined that it would relieve the Developer of certain responsibilities for some public improvements otherwise required of the Developer by either the Ames Municipal Code, or by prior agreement of the parties, as an in-kind financial incentive to Developer.

3 Revised Obligations of the Parties.

3.1 Developer Responsibilities. Developer shall be fully responsible for paving all of Green Hills Drive and Lunetta Drive, which are part of Street Lot 'A' in Domani Subdivision, Third Addition, and Developer shall pave and improve the intersection of Cottonwood and Green Hills Drive. Developer shall complete Green Hills Drive and Lunetta Drive, and said intersection, **no later than August 11, 2029**. The City shall retain all remedies available to it under the Agreement for Public Improvements approved for Domani Subdivision, Third Addition, and the City may draw upon any security posted by Developer for the paving of Green Hills Drive and Lunetta Drive, in the event Developer fails to complete the required paving.

3.1.1 Improvement Plans. Developer shall be responsible for providing to the City, at Developer's sole expense, completed improvement plans for all public improvements needed by the City, in its sole judgment, to improve portions of

Cottonwood Road and the accompanying infill public improvements that the City has agreed to provide to Developer as an in-kind incentive. Developer shall also provide the City with a project manual for a unit price bid as set forth in the Iowa Statewide Urban Design and Specifications (SUDAS) and the City's supplemental specification sections. This requirement includes stamped and sealed detailed construction plans containing standard Iowa SUDAS bid items and bid item descriptions per Chapter 1: General Provisions of the Iowa SUDAS Design Manual and a completed project manual utilizing the City's front-end document template in order to bid the project consistent with the requirements of the Iowa Code for public bidding. Developer's obligation to provide improvement plans to the satisfaction of the City shall be completed no later than January 1, 2027. The design and construction documents provided to the City by Developer shall become the property of the City upon delivery, and Developer shall have no further personal property interest in said design and construction documents for the public improvements. Developer shall further ensure that no other party, including the design professionals that Developer has prepare said design and construction documents, have any personal property interest in said documents and shall hold harmless and indemnify the City against any third-party claims related to the City's use of the provided design and construction documents.

3.2 City Responsibilities. Provided that Developer has fully completed Developer's Responsibilities as set forth in paragraph 3.1 above, the City shall be responsible for the paving of the non-intersection portion of Cottonwood Road lying within the First and Second Addition of Domani Subdivision. The timing of said obligation shall be determined by the City in its sole discretion. In addition to the Cottonwood Road paving responsibility, the City has agreed to provide the following infill public improvements:

3.2.1 Pavement, including street and all sidewalk along Outlots (specifically Outlots A and B, Domani Subdivision, Second Addition and Outlot A, Domani Subdivision, Third Addition), except for the intersection of Cottonwood and Green Hills Drive that Developer will complete with his requirement to pave Green Hills Drive. Attached hereto is Exhibit 'A' depicting the intended paving improvements.

3.2.2 Approximately 250 feet of water main and associated fittings and valves and four 1" water service stubs to Lots 5-8, Domani Subdivision, Third Addition, Ames, Iowa.

3.2.3 Approximately 250 feet of sanitary sewer and four sanitary sewer service stubs to Lots 5-8, Domani Subdivision, Third Addition, Ames, Iowa.

3.2.4 Approximately 210 feet of 6-inch storm sewer collector line on the south side of Cottonwood along Lots 5-9 (no storm sewer service stubs included), Domani Subdivision, Third Addition, Ames, Iowa.

4 Continued Full Force - Modification. This Supplemental Agreement shall be strictly limited to the subject addressed herein and shall supplement and not modify other obligations affecting any prior agreements affecting any addition of Domani Subdivision. No addition to or change in the terms of this Supplemental Agreement shall be binding upon the parties unless it is expressed in a writing signed by the parties.

5 Successors and Assigns. Developer shall not assign any of its obligations under this Supplemental Agreement without the written consent of the City. The terms of this Supplemental Agreement shall run with the land and shall be binding upon successors and assigns of the parties.

In Witness of this Supplemental Agreement, the parties hereto have signed their names below.

PINNACLE PROPERTIES, AMES, L.L.C.

Dated _____, 2026.

By: _____
Keith Arneson, Manager

STATE OF IOWA, COUNTY OF STORY, SS.:
This instrument was acknowledged before me on _____, 202_____, by Keith Arneson, as Manager of Pinnacle Properties, L.L.C.

_____
NOTARY PUBLIC

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

CITY OF AMES, IOWA

By: _____
John A. Haila, Mayor

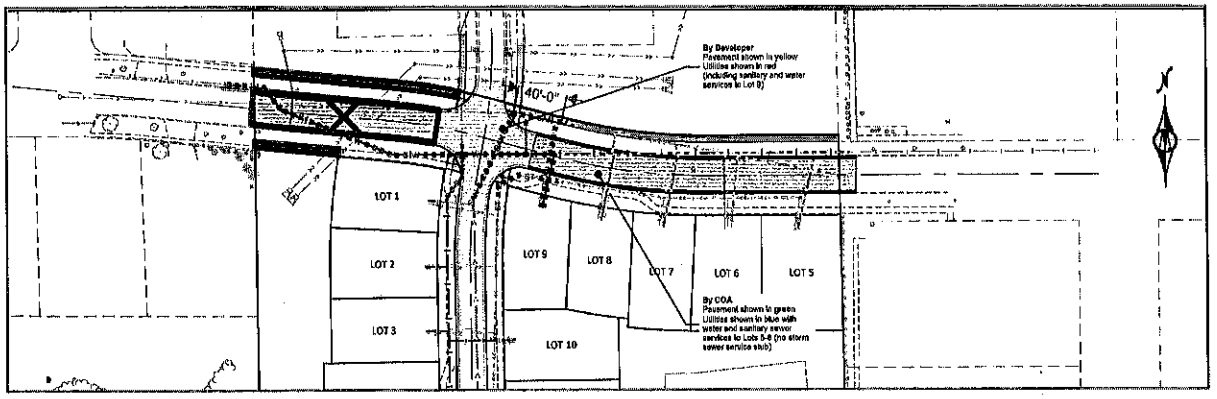
Attest: _____
Renee Hall, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS.:

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

_____
NOTARY PUBLIC

Exhibit A


By Developer
Pavement shown in yellow
Utilities shown in red
(including sanitary and water
services to Lot 9)
40'-0"
LOT 1
LOT 2
LOT 3
LOT 9
LOT 8
LOT 7
LOT 6
LOT 5
LOT 10
By COA
Pavement shown in green
Utilities shown in blue with
water and sanitary sewer
services to Lots 5-8 (no storm
sewer service stub)

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

SECOND SUPPLEMENT TO DEVELOPMENT AGREEMENT

THIS SECOND SUPPLEMENT TO DEVELOPMENT AGREEMENT (this "Second Supplement") is made and entered into by and between Pinnacle Properties Ames, L.L.C., an Iowa limited liability company (the "Developer"), and the City of Ames, Iowa (the "City") (the Developer and the City are hereinafter collectively referred to as the "Parties") as of the Effective Date (as defined herein). This Second Supplement shall be effective on the date the last of the Parties hereto executes same (the "Effective Date").

RECITALS:

WHEREAS, the Developer and the City executed and entered into that certain Development Agreement dated October 27, 2020, and filed in the office of the Recorder of Story County, Iowa, on November 3, 2020, as Instrument No. 2020-13109 (the "Original Agreement"), as supplemented by that certain Supplemental Agreement for Domani III of even date herewith (the "First Supplement") (the Original Agreement and the First Supplement are hereinafter collectively referred to as the "Agreement"), related to certain public improvements and/or infrastructure required with respect to the platting and phases of development of the Project (as defined in the Agreement); and

WHEREAS, the Developer is in the process of developing the real property comprising the third phase of the Project (the "3rd Addition Property"), referred to in the Agreement as Phase 3 thereof ("Phase-3"), upon the submittal of the Final Plat and related instruments concerning Domani Subdivision Third Addition, Ames, Story County, Iowa (the "Phase-3 Plat"); and

WHEREAS, the Agreement requires, in Section 5(f) thereof, that the Developer shall complete and install a trail extension through part of the 2nd Addition Property (as defined herein) and/or the 3rd Addition Property to connect with the aggregate trail within the Park (as defined in the Agreement) (the "Trail Extension") prior to initiating Phase-3; and

WHEREAS, as of the Effective Date, the Developer has not completed the Trail Extension with respect to the real property comprising the second phase of the Project (the "2nd Addition Property"); and

WHEREAS, the Developer desires for the approval and recording of the Phase-3 Plat and the construction and development of Phase-3 prior to the completion of the Trail Extension, and desires an extension with respect to the completion of said Trail Extension, and the City desires to afford the

Developer with such extension, all in accordance with the terms and conditions of this Second Supplement.

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

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

2. TRAIL EXTENSION. The Parties hereby understand, acknowledge, and agree that the Agreement is hereby amended and/or supplemented to evidence that the Developer shall complete construction and development activities on the 2nd Addition Property with respect to the Trail Extension on or before August 28, 2026 (the "Completion Date"). Failure of the Developer to complete construction and development activities with respect to the Trail Extension by the Completion Date shall result in the City withholding any and all permits and other development entitlements until such time as the Trail Extension is completed for Phase-3 and any and all prior phases of the Project. The civil engineer of the Developer shall provide notice of completion of the Trail Extension to the Director of Planning and Housing for the City to verify the fulfillment of the requirement set forth in this Second Supplement with respect to the timely completion of the Trail Extension.

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

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

(SIGNATURE PAGES FOLLOW)

SIGNATURE PAGE OF
SECOND SUPPLEMENT TO DEVELOPMENT AGREEMENT

PINNACLE PROPERTIES AMES, L.L.C., the Developer

By: _____
Keith D. Arneson, Manager

STATE OF IOWA, COUNTY OF STORY, SS:

This record was acknowledged before me on this ___ day of August, 2026, by Keith D. Arneson, as a Manager of Pinnacle Properties Ames, L.L.C., an Iowa limited liability company.

_____
Notary Public, State of Iowa
My commission expires _____

(ADDITIONAL SIGNATURE PAGE FOLLOWS)

ADDITIONAL SIGNATURE PAGE OF
SECOND SUPPLEMENT TO DEVELOPMENT AGREEMENT

CITY OF AMES, IOWA, The City

By: _____
John A. Haila, Mayor

Attest by: _____
Renee Hall, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS:

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

_____
Notary Public, State of Iowa
My commission expires _____

ITEM #:	**25**
DEPT:	**PW**

Staff Report

UPDATE ON ROUNDABOUT IMPROVEMENTS AT G.W. CARVER AND CAMERON SCHOOL ROAD

August 11, 2026

BACKGROUND:

The intersection of G.W. Carver Avenue and Cameron School Road lies along the boundary between the City of Ames and Story County. The intersection has been identified as a critical location for future transportation improvements because of current rural commute patterns and the projected traffic growth associated with planned and approved development in northwest Ames, including The Bluffs at Dankbar Farms and the proposed Greenbriar development. This need was first identified with the Dankbar project's traffic study.

Subsequent to the City's annexation and approval of the Dankbar project, the Ames Area Metropolitan Planning Organization (AAMPO) updated the long-range transportation plan with planned north growth. **The 2050 Metropolitan Transportation Plan (MTP) developed by the AAMPO identifies that with full buildout of north growth a roundabout at this location, Project N-47, is the preferred long-term improvement compared with the base assumption of a traffic signal improvement.**

The anticipated roundabout benefits include speed management, improved safety, better multimodal access, and lower long-term operating and maintenance costs. **However, this project is not included as a short-term project in the fiscally constrained program of the MTP as it was assumed to be a developer-funded project at the time of the plan's adoption.**

The existing Dankbar development agreement contemplated developer-funded turn-lane improvements and eventual traffic signalization, not a roundabout. The developer estimated their turn lane obligations to cost $1.2 million and requested a 10-year TIF rebate as an incentive for the project.

In December 2025, the City Council supported up to $1 million of TIF rebate over 10 years to the developer for the lane widening as part of the City's overall housing development incentives. **The City Council separately directed staff to pursue a roundabout intersection project with Story County that would be coordinated by the City, not a developer, in lieu of individual developer-constructed intersection improvements discussed with the housing incentives.**

Funding for the roundabout included assumptions of an Iowa Department of Transportation (DOT) grant, Story County funding, developer contributions, and the use

of City funds as incentives related to the Dankbar and Greenbriar projects. A determination of the funding share related to the Dankbar project was deferred at the time of The Bluffs Final Plat approval on June 9.

Planning-level estimates at the time of the incentive discussion in December 2025 anticipated that the roundabout and associated corridor improvements would cost approximately $3 million. Preliminary engineering was required to establish the project limits, right-of-way impacts, drainage requirements, and a more detailed Opinion of Probable Construction Cost.

On January 30, 2026, the City of Ames Mayor sent a request to Story County for a partnership with the City in evaluating the roundabout alternative. Story County approved moving forward with preliminary engineering on February 10, 2026. On February 24, 2026, the City Council approved a Memorandum of Understanding (MOU) with Story County.

Under the MOU, the City and County agreed to share equally in the cost of preliminary engineering and preparation of a Traffic Safety Improvement Program (TSIP) grant application, with Story County's participation capped at $50,000. The MOU does not obligate either party to proceed with final design or construction. On April 28, 2026, the City Council approved a professional services agreement with Bolton & Menk, Inc. for preliminary design and preparation of the TSIP application in an amount not to exceed $60,728.

DESIGN ALTERNATIVES:

Attached to this staff report is an appendix that contains more detailed information on the four design alternatives and associated project cost estimates that were developed by Bolton and Menk. **Only two of the design alternatives are being considered in this report. These two represent the best technical solutions and are the most practical choices for addressing the necessary intersection improvements and are presented below:**

Design Alternative A: Roundabout

This alternative includes the construction of a single-lane roundabout at G.W. Carver Avenue and Cameron School Road, together with the associated approach, drainage, pedestrian, and other supporting improvements. This alternative supports the lower-speed (35 MPH), urban, and multimodal corridor identified in the AAMPO 2050 Metropolitan Transportation Plan and addresses the same intersection-improvement need contemplated by the Dankbar development agreement.

Design Alternative D: Traffic Signal with Lane Widening

This alternative includes installation of a traffic signal and construction of only the necessary turn lanes while retaining the existing two-lane pavement where practical. The roadway maintains a higher-speed corridor (45 MPH), but would be widened by approximately one lane through the rural section. The east leg of the intersection is assumed to require full reconstruction because of the existing roadway alignment. This alternative represents the minimum practical signalized improvement and is based on planning-level assumptions for earthwork and storm sewer needs.

PROJECT COST ESTIMATES:

City staff reviewed the consultant's estimated quantities and applied average historical City of Ames bid prices for the two alternative identified above. For project budgeting, the resulting construction costs were estimated with a 5% construction contingency applied, and an additional 20% was included for design and administration.

Design Alternative	Estimated Construction Expense (With 5% Contingency)	Overall Project Expense (With 20% Design and Administration)
Alternative A: Roundabout	$3,154,200	**$3,785,040**
Alternative D: Traffic Signal with Lane Widening	$2,027,550	**$2,433,060**

These preliminary estimates do not include permanent right-of-way or temporary easement acquisition. Any acquisition costs will be identified as the project and adjacent development plans advance and will be incorporated into the project budget before final design and bidding. It is estimated that any costs would be nominal and likely less than $5,000. However, any acquisition from the Dankbar or Greenbriar sites would be at no cost.

PROJECT REVENUES:

The funding amounts shown below are planning assumptions and no funding agreements have been finalized. The requested $500,000 TSIP grant is applicable only to the roundabout.

The Story County funding amount represents 25% of project costs in Alternative A, after taking into account grant funding and developer cash contributions. The Story County funding amount for Alternative D represents 25% of the cost of the traffic signal only. It does not include any funding associated with the lane widening.

Story County's share is proposed at 25% because one of the four quadrants of the intersection is located within Story County's jurisdiction. It is important to note that these amounts are not a commitment and would require an additional funding agreement with the County. The Story County Board of Supervisors is reviewing the same roundabout study and cost estimates at its August 11 meeting.

The $200,000 additional developer cash contribution in both Alternative A and D has been verbally agreed to by the Developer. The remaining developer and projected TIF amounts remain subject to the applicable development agreements, minimum assessment agreements, and future City Council action.

Funding source	Roundabout Alternative A	Signal – Widening Only Alternative D	Funding Assumption
City ARPA Funding	$820,000	$820,000	Previously identified City funding for Greenbriar Housing Development Incentive
Iowa DOT TSIP	$500,000	$0	Requested for Alternative A, subject to grant award. Not eligible for Alternate D.
Previous traffic-signal contribution	$135,000	$135,000	Assumed available for the intersection improvement
Additional Developer cash contribution	$200,000	$200,000	Assumed based off verbal agreement with Developer
Story County participation (25% of project cost)	$738,000	$125,000	Alternative A amount is based on initial discussions of 25% of the project cost after grant and cash contributions. Alternative D is an assumption based off 25% of the traffic cost of the signal itself. Neither option represents a commitment and would require a funding agreement with Story County.
Dankbar Development TIF Assumption	$1,000,000	$1,000,000	Alternative D reflects the original lane-widening obligation with a $1 million TIF rebate to developer; Alternative A reflects the previously assumed $1 million TIF to the developer, but instead collected directly by the City.
SUBTOTAL OF ASSUMED FUNDING	**$3,393,000**	**$2,280,000**	
Remaining funding required	**$392,040**	**$153,060**	Additional funding to be finalized through agreements and/or City funding. This funding would likely be from TIF and/or MPO funding depending upon the option Council chooses.
Total project funding	**$3,785,040**	**$2,433,060**	

This preliminary comparison considers only initial project costs and funding assumptions; it does not account for the alternatives' ongoing operation and maintenance costs or the long-term safety benefits associated with the roundabout's anticipated crash reduction over the life of the project.

Because several funding sources have not been committed, the final City funding requirement cannot yet be determined. Any remaining balance after grant, County, TIF-support, and developer funding is finalized may require General Obligation bonds, AAMPO funds, or another City funding source. With relatively similar remaining funding gaps under the current assumptions, the comparison can focus primarily on the long-term operational, safety, speed-management, multimodal, corridor-character, and maintenance implications of the two intersection treatments.

TSIP GRANT APPLICATION:

Bolton & Menk has prepared a draft application requesting $500,000 from the Iowa DOT Traffic Safety Improvement Program (TSIP). The application is based on the Alternative A roundabout project and identifies the safety-related portion of the construction work. Award of the grant is evaluated based upon the safety improvements that can be achieved through a project. The Story County Board of Supervisors is anticipated to provide a letter of support for the project and TSIP application at its August 11, 2026 meeting. Applications for the TSIP grant are due on August 15, 2026.

The draft application identifies the following safety benefits:

- Conversion of the existing two-way stop-controlled intersection to a single-lane roundabout.
- Reduction in vehicle conflict points from 32 to 8.
- Improved speed management at the transition into the developing urban area.
- Improved pedestrian and shared-use path crossings.
- Continued acceptable operation at Level of Service A under projected traffic volumes.
- **A projected crash reduction of approximately 65%.**
- **A favorable safety benefit-cost ratio of 2.76.**

The analysis estimates that the roundabout would reduce crashes by approximately 65% over its anticipated service life. A benefit-cost ratio of 2.76 means the estimated present value of the project's safety benefits is 2.76 times the present value of its implementation and maintenance costs. A ratio greater than 1.0 indicates that the estimated benefits exceed the estimated costs.

OPTIONS:

The options below focus on the primary decision of whether the long-term intersection treatment should be a roundabout or a traffic signal, as well as the timing and funding strategy for the selected improvement.

OPTION 1: ROUNDABOUT (ALTERNATIVE A):

Under this option, the City Council would select the roundabout as the preferred long-term intersection treatment and proceed using the preliminary design. The project would establish a transition from the existing 45 mph corridor to a 35 mph posted-speed environment through

the corridor.

The current project cost estimate for Alternative A is $3,785,040. Staff would submit the requested $500,000 TSIP grant application and continue coordinating with Story County and the affected developers. The funding plan assumes $738,000 of Story County participation, representing approximately 25% of the estimated project cost less grant and developer cash funding. This is not a County commitment and would require an additional funding agreement.

The assumed County, developer, TIF-supported, grant, and City funding amounts would need to be finalized before the project advances into final design and bidding.

Based on the preliminary funding assumptions, the estimated remaining funding need is $392,040 that is expected to be funded through the use of TIF by the City from the development in the abutting Bluffs project.

Once the funding responsibilities are sufficiently defined, staff would return to the City Council with the proposed funding agreements and a professional services agreement for final design. **Final design is anticipated to begin after July 1, 2027, followed by a potential project letting in late 2027/early 2028 and construction in 2028. This schedule generally corresponds with anticipated development along the corridor.**

The roundabout would reduce vehicle speeds and eliminate high-speed crossing and left-turn conflicts. The safety analysis prepared for the TSIP application estimates an approximately 65% reduction in crashes over the anticipated service life of the improvement.

The roundabout would operate at Level of Service A under the 2027 and 2050 traffic forecasts and would support a lower-speed, urban, and multimodal corridor with lower long-term operating and maintenance requirements than a traffic signal. **It is estimated that a roundabout alternative would save $10,000 - $15,000 annually in operating and future signal replacement expenses.**

OPTION 2: TRAFFIC SIGNAL WITH LANE WIDENING (ALTERNATIVE D):

Under this option, the City Council would not proceed with the roundabout and would instead select the widening-only traffic signal alternative.

The existing two-lane pavement would generally remain in place, and pavement would be added where necessary to provide the recommended turn lanes. The widening would be completed as a developer improvement, with the traffic signal installed at a later date when traffic conditions and development timing warrant installation.

The Alternative D estimate includes both the roadway widening and the future traffic signal. The east leg of the intersection is assumed to require reconstruction because of the existing roadway geometry. Future roadway reconstruction and development-specific improvements could be completed separately.

The current project cost estimate for Alternative D is $2,433,060. There would be no TSIP fund because the traffic signal option would not be eligible. Staff would continue

coordinating with Story County and the affected developers.

One of the four traffic-signal poles would be located within Story County right-of-way, requiring additional coordination with the County and a request for future financial participation for 25% of the signal cost amounting to an estimated $125,000 would be negotiated with Story County.

No Story County funding for widening is included in the current Alternative D funding assumptions. The widening along G.W. Carver Avenue would be completed as a developer improvement, and Story County would not participate in the roadway-widening costs.

Based on the preliminary funding assumptions, the estimated remaining funding need is $153,060 that is expected to be funded through the use of TIF by the City from the development in the abutting Bluffs project.

When installed, a traffic signal could provide protected-turn phases and dedicated pedestrian intervals, but it is not the preferred long-term improvement identified in the AAMPO 2050 Metropolitan Transportation Plan.

The corridor would remain posted at 45 mph and would retain higher-speed crossing and turning conflicts. The traffic impact and safety analyses indicate negligible crash reduction from a signal alone and an approximately 25% reduction in crashes when the recommended left-turn lanes are included, compared with the approximately 65% reduction estimated for the roundabout.

The preliminary traffic analysis identifies approximately 450 feet between Cameron School Road and Columbus Drive, which limits the available distance for turn-lane storage and transitions. Because the turn-lane improvements would extend through the Columbus Drive intersection, Columbus Drive may need to be converted to right-in/right-out access, requiring left-turning traffic to use alternate routes.

The 45 mph design would require longer roadway taper transitions, retain a more suburban corridor character, and make comfortable pedestrian and bicycle crossings more difficult. A traffic signal would also require ongoing electrical service, equipment maintenance, and periodic replacement.

OPTION 3: ROUNDABOUT ALTERNATIVE A BUT DEFER THE PROJECT, REQUEST TO AMEND THE AAMPO METROPOLITAN TRANSPORTATION PLAN, AND PURSUE AAMPO STBG FUNDING IN FFY 2034 OR LATER:

Under this option, the City Council would select the roundabout as the preferred long-term intersection treatment, but delay final design and construction until federal-aid funding may become available through AAMPO's Surface Transportation Block Grant (STBG) program.

Based on current AAMPO funding forecasts and the projects anticipated to compete for those funds, FFY 2034 (October 2033–September 2034) is the earliest year STBG funding could reasonably be expected.

The project would be programmed in the Capital Improvements Plan accordingly, and the

corridor would remain posted at 45 mph until the roundabout is constructed. Staff would also continue to protect the anticipated roundabout footprint through development agreements, access decisions, right-of-way dedication, and easement coordination prior to construction.

Securing STBG funding would require two separate AAMPO actions, neither of which can be guaranteed. First, although the adopted AAMPO 2050 Metropolitan Transportation Plan (MTP) identifies the roundabout, Project N-47, as the preferred long-term improvement, the project is not included in the MTP's fiscally constrained program because it was assumed to be developer funded. **AAMPO would need to amend the MTP to include the project as a short-term improvement within the fiscally constrained program before it would be eligible for STBG funding.**

Second, an MTP amendment alone does not provide funding. **The project would also need to be submitted through AAMPO's annual competitive STBG application cycle, selected for award over other regional projects, and programmed in the Transportation Improvement Program (TIP).**

Because the intersection lies on the boundary between the City of Ames and Story County and both jurisdictions have authority over portions of it, the City and County would need to submit a joint STBG application. This would require a funding agreement between the two jurisdictions in advance of the application, including designation of the lead agency for federal-aid project delivery.

Deferral would also increase the cost of the improvement. **Applying 3% annual inflation ove eight years to the current $3,785,040 planning-level estimate results in an estimated 2034 project cost of approximately $4,795,000.** This estimate would need to be reevaluated as development conditions and project requirements change.

An STBG award would require a 20% local match, consistent with AAMPO's standard 80/20 federal/local split. Against the escalated estimate, the local share for construction would be approximately $959,000. Because the Iowa DOT Traffic Safety Improvement Program is a state rather than federal program, a TSIP award could be applied toward that match. **However, the City should not assume a 2026 TSIP award could be retained until construction in 2034. A new application would likely be required at the appropriate point in the modified schedule, with no assurance of award. In this option staff would not recommend applying for the TSIP grant in 2026, but rather wait until the project is closer to construction.**

This option would require a substantially different funding strategy from Option 1, and the $392,040 remaining funding need shown for Alternative A does not apply. The project would rely primarily on future STBG funding and the required local match, and would likely not include the currently assumed TIF-supported funding. The amount and source of the local match, including any future City or County participation, would be determined when the project is programmed.

Before final design begins, staff would reevaluate traffic conditions, adjacent development, and project limits, and would identify any interim improvements needed to accommodate traffic growth in the meantime. **This option retains the long-term safety, speed-management, multimodal, and corridor-character benefits of the roundabout, but delays those benefits (and the capacity improvements needed to serve area growth)**

until construction is complete.

The project delay comes with an increased cost in the improvement and would reallocate funding that is typically used for street reconstruction projects in the City of Ames CIP.

STAFF COMMENTS:

Option 1 presents the best solution to advance the intersection improvement while the surrounding area is developing. It is consistent with the AAMPO 2050 Metropolitan Transportation Plan, and provides the roundabout's anticipated safety, speed-management, and multimodal benefits on the earliest schedule. Option 1 also takes advantage of TSIP grant funding to help fund the improvements.

Under Option 1, staff will finalize the TSIP application and submit it to the Iowa DOT by the August 2026 deadline. Submission of the application would not authorize final design, property acquisition, bidding, or construction. It would preserve the City's opportunity to obtain up to $500,000 in state safety funding while the remaining project funding, cost allocations, and responsibilities are finalized.

Option 1 also requires that finalized developer agreements and TIF agreements are successfully negotiated in order to provide the necessary revenues to fund the project.

Option 1 is contingent upon agreements between Story County and the City of Ames for 25% of the cost as shown. Story County's share is proposed at 25% because the one of the four quadrants of the intersection is located within Story County's jurisdiction. Staff has requested through consultation with the County Engineer that the Board of Supervisors address at their August 11th meeting the assumed funding participation and whether to proceed with the TSIP application consistent with these assumptions.

With this option and Story County's concurrence, the City would apply for the state grant by August 15, 2026. Staff will return to the City Council with the proposed funding plan, cost allocations, intergovernmental and development agreements, and professional services agreement for approval before entering into final design or otherwise committing the City to construct the project.

If the Story County Board of Supervisors, at its August 11 meeting, does not support the TSIP application or indicates that the County's funding participation percentage would be less than the 25% in the table above, there would not be adequate funding to support the roundabout construction as noted in Option 1.

In this scenario, staff would recommend that the City Council chose Option 2 which would widen the existing pavement and install a traffic signal in lieu of the roundabout. No application would be made regarding TSIP grant funding as it is not eligible to fund a traffic signal improvement at this location.

ATTACHMENT(S):
Roundabout PRELIMINARY DESIGN FIGURE
ROW Figure
TSIP - Benefit Cost Estimate
GW Carver Report Design Alternatives.pdf

EVEREST AVENUE

COLUMBUS DRIVE

CAMERON SCHOOL ROAD

GEORGE WASHINGTON CARVER AVENUE

IRONS COURT

ALTERNATIVE MATCHLINE

ALTERNATIVE A

ALTERNATIVE MATCHLINE

ALTERNATIVE B

0 75 150
SCALE FEET

PLAN LEGEND

- ROADWAY
- MEDIAN
- SIDEWALK/TRAIL
- TRUCK APRON
- DRIVEWAY PAVEMENT
- AGGREGATE SHOULDER
- TURF/LANDSCAPING
- THE BLUFFS DEVELOPMENT
- GREEN BRIAR DEVELOPMENT
- DOVER DEVELOPMENT
- EXISTING ROW/ESMT/PARCELS
- PROPOSED ROW/ESMT
- TEMPORARY ESMT
- CONSTRUCTION LIMITS
- CITY OF AMES LIMITS

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CITY OF ames

GEORGE WASHINGTON CARVER AVENUE AND CAMERON SCHOOL ROAD INTERSECTION IMPROVEMENTS

CITY OF AMES, IA

PRELIMINARY DESIGN

JULY 2026

BOLTON & MENK

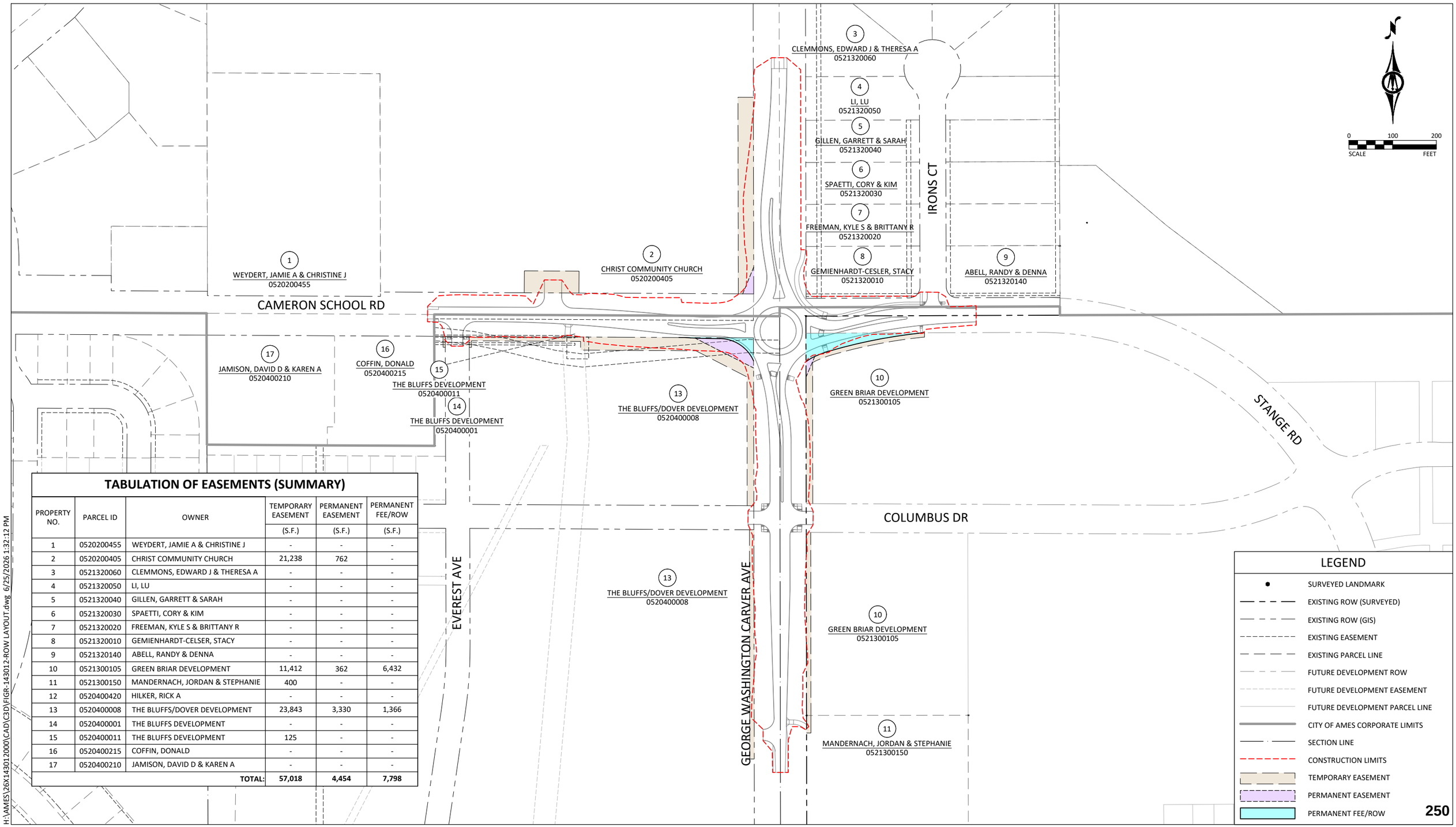
GEORGE WASHINGTON CARVER AVENUE AND CAMERON SCHOOL ROAD INTERSECTION IMPROVEMENTS

CITY OF AMES, IA

FIGURE 1: OVERVIEW & SUMMARY

JULY 2026

BOLTON & MENK



TABULATION OF EASEMENTS (SUMMARY)

PROPERTY NO.	PARCEL ID	OWNER	TEMPORARY EASEMENT (S.F.)	PERMANENT EASEMENT (S.F.)	PERMANENT FEE/ROW (S.F.)
1	0520200455	WEYDERT, JAMIE A & CHRISTINE J	-	-	-
2	0520200405	CHRIST COMMUNITY CHURCH	21,238	762	-
3	0521320060	CLEMMONS, EDWARD J & THERESA A	-	-	-
4	0521320050	LI, LU	-	-	-
5	0521320040	GILLEN, GARRETT & SARAH	-	-	-
6	0521320030	SPAETTI, CORY & KIM	-	-	-
7	0521320020	FREEMAN, KYLE S & BRITTANY R	-	-	-
8	0521320010	GEMIENHARDT-CESLER, STACY	-	-	-
9	0521320140	ABELL, RANDY & DENNA	-	-	-
10	0521300105	GREEN BRIAR DEVELOPMENT	11,412	362	6,432
11	0521300150	MANDERNACH, JORDAN & STEPHANIE	400	-	-
12	0520400420	HILKER, RICK A	-	-	-
13	0520400008	THE BLUFFS/DOVER DEVELOPMENT	23,843	3,330	1,366
14	0520400001	THE BLUFFS DEVELOPMENT	-	-	-
15	0520400011	THE BLUFFS DEVELOPMENT	125	-	-
16	0520400215	COFFIN, DONALD	-	-	-
17	0520400210	JAMISON, DAVID D & KAREN A	-	-	-
		TOTAL:	**57,018**	**4,454**	**7,798**

LEGEND

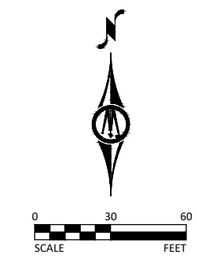
- SURVEYED LANDMARK
- EXISTING ROW (SURVEYED)
- EXISTING ROW (GIS)
- EXISTING EASEMENT
- EXISTING PARCEL LINE
- FUTURE DEVELOPMENT ROW
- FUTURE DEVELOPMENT EASEMENT
- FUTURE DEVELOPMENT PARCEL LINE
- CITY OF AMES CORPORATE LIMITS
- SECTION LINE
- CONSTRUCTION LIMITS
- TEMPORARY EASEMENT
- PERMANENT EASEMENT
- PERMANENT FEE/ROW

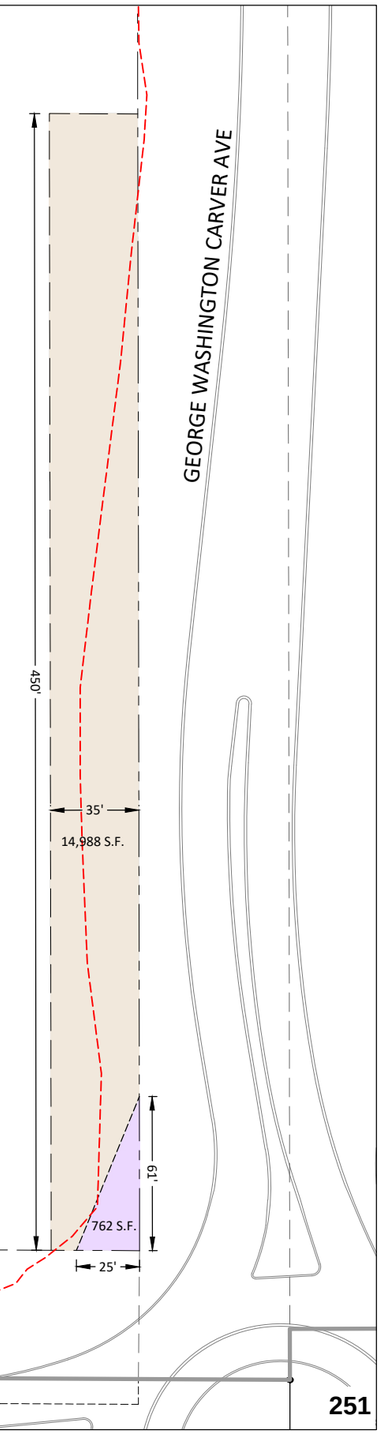
H:\AMES\26X143012000\CAD\C3D\FIGR-143012-ROW LAYOUT.dwg 6/25/2026 1:32:12 PM

TABULATION OF EASEMENTS					
PROPERTY NO.	PARCEL ID	OWNER	TEMPORARY EASEMENT (S.F.)	PERMANENT EASEMENT (S.F.)	PERMANENT FEE/ROW (S.F.)
2	0520200405	CHRIST COMMUNITY CHURCH	21,238	762	-
		TOTAL:	**21,238**	**762**	**0**

LEGEND

- SURVEYED LANDMARK
- EXISTING ROW (SURVEYED)
- EXISTING ROW (GIS)
- EXISTING EASEMENT
- EXISTING PARCEL LINE
- FUTURE DEVELOPMENT ROW
- FUTURE DEVELOPMENT EASEMENT
- FUTURE DEVELOPMENT PARCEL LINE
- CITY OF AMES CORPORATE LIMITS
- SECTION LINE
- CONSTRUCTION LIMITS
- TEMPORARY EASEMENT
- PERMANENT EASEMENT
- PERMANENT FEE/ROW





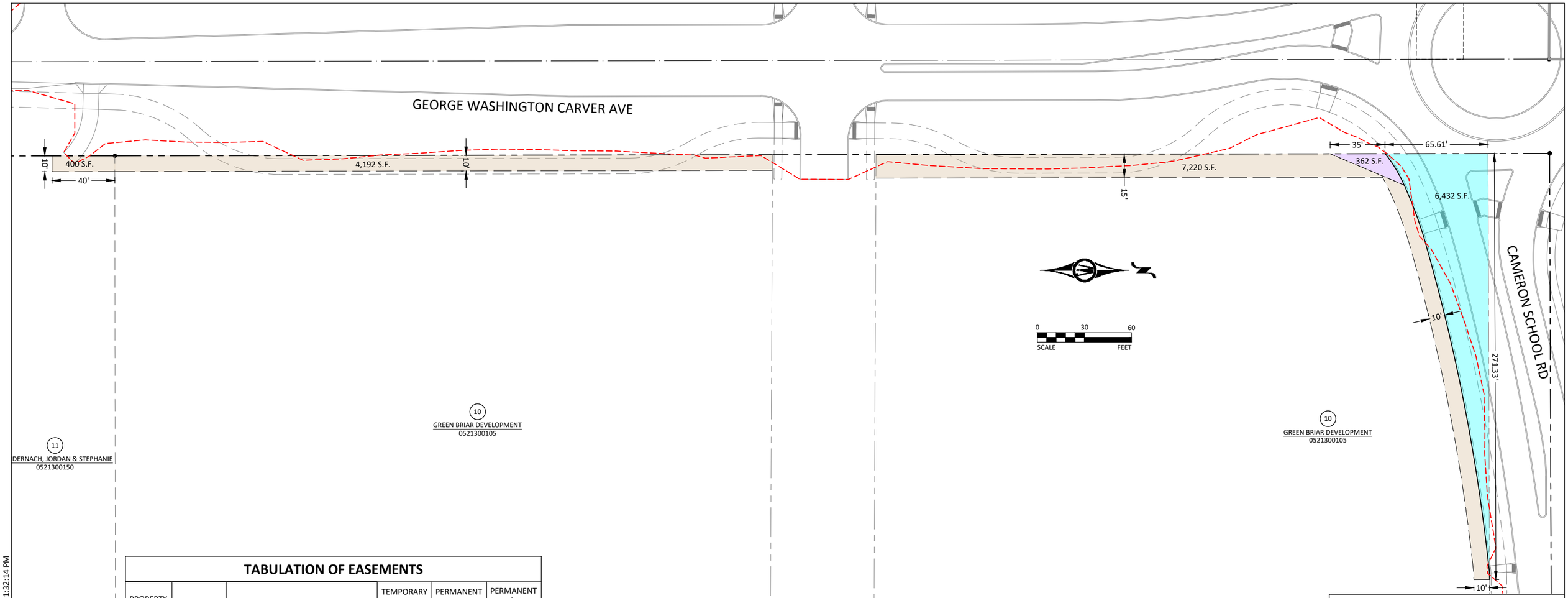
GEORGE WASHINGTON CARVER AVENUE AND CAMERON SCHOOL ROAD INTERSECTION IMPROVEMENTS

CITY OF AMES, IA

FIGURE 3: WEST OF ROUNDABOUT

JUNE 2026

BOLTON & MENK



TABULATION OF EASEMENTS

PROPERTY NO.	PARCEL ID	OWNER	TEMPORARY EASEMENT (S.F.)	PERMANENT EASEMENT (S.F.)	PERMANENT FEE/ROW (S.F.)
10	0521300105	GREEN BRIAR DEVELOPMENT	11,412	362	6,432
11	0521300150	MANDERNACH, JORDAN & STEPHANIE	400	-	-
		TOTAL:	**11,412**	**362**	**6,432**

LEGEND

- SURVEYED LANDMARK
- EXISTING ROW (SURVEYED)
- EXISTING ROW (GIS)
- EXISTING EASEMENT
- EXISTING PARCEL LINE
- FUTURE DEVELOPMENT ROW
- FUTURE DEVELOPMENT EASEMENT
- FUTURE DEVELOPMENT PARCEL LINE
- CITY OF AMES CORPORATE LIMITS
- SECTION LINE
- CONSTRUCTION LIMITS
- TEMPORARY EASEMENT
- PERMANENT EASEMENT
- PERMANENT FEE/ROW

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TABULATION OF EASEMENTS

PROPERTY NO.	PARCEL ID	OWNER	TEMPORARY EASEMENT (S.F.)	PERMANENT EASEMENT (S.F.)	PERMANENT FEE/ROW (S.F.)
13	0520400008	THE BLUFFS/DOVER DEVELOPMENT	20,476	3,330	1,366
15	0520400011	THE BLUFFS DEVELOPMENT	125	-	-
		TOTAL:	**20,476**	**3,330**	**1,366**

LEGEND

- SURVEYED LANDMARK
- EXISTING ROW (SURVEYED)
- EXISTING ROW (GIS)
- EXISTING EASEMENT
- EXISTING PARCEL LINE
- FUTURE DEVELOPMENT ROW
- FUTURE DEVELOPMENT EASEMENT
- FUTURE DEVELOPMENT PARCEL LINE
- CITY OF AMES CORPORATE LIMITS
- SECTION LINE
- CONSTRUCTION LIMITS
- TEMPORARY EASEMENT
- PERMANENT EASEMENT
- PERMANENT FEE/ROW

15 THE BLUFFS DEVELOPMENT 0520400011

14 THE BLUFFS DEVELOPMENT 0520400001

EVEREST AVE

13 THE BLUFFS/DOVER DEVELOPMENT 0520400008

COLUMBUS DR

CAMERON SCHOOL RD

GEORGE WASHINGTON CARVER AVE

0 40 80
SCALE FEET

125 S.F.
25'
5'
5'
25'
10'
250'
30'
170.78'
25'
3,330 S.F.
1,366 S.F.
15'
18,593 S.F.
16'
52.84'
10'
525'
5,250 S.F.

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County:	Story	Prepared By:	BMI
Location:	GWC Ave & Cameron School Rd	Date Prepared:	7/14/2026
Proposed Improvements:	Single-Lane Roundabout		
Estimated Improvement Cost:	$ 1,958,000		
Inflation on Crash Costs:	4%	Annual Maintenance:	2%
Discount Rate:	4%	(% of Improvement Cost)	
Estimated Service Life:	25	Annual Maintenance Cost:	$ 39,160
Method Choice:	Predictive Method		

The Predictive Method uses the outputs from the Highway Safety Manual's Predicted or Expected crash tool. That tool accounts for changing risk due to increased traffic volumes, so a growth factor is not used in these calculations. For additional information, click the "Learn More" button.

Predictive Method

Existing Condition (All Crashes):	45.33	Location Characteristics:	Rural
Alternative (All Crashes):	15.87		Intersections Only
Percent Change in Crashes	**64.99% reduction in crashes**		Iowa Crash Distribution 2017-2021

Crash Severity	Crash Distribution Based on Location Characteristics	Existing Condition Expected Crashes - Service Life	Alternative Expected Crashes - Service Life	Crashes Saved Over Service Life	Crashes Saved Annually
Fatal (K)	1.45%	0.66	0.23	**0.43**	**0.02**
Serious Injury (A)	5.18%	2.35	0.82	**1.53**	**0.06**
Minor Injury (B)	15.60%	7.07	2.48	**4.60**	**0.18**
Possible/Unknown Injury (C)	19.12%	8.67	3.03	**5.63**	**0.23**
Property Damage Only (O)	58.65%	26.59	9.31	**17.28**	**0.69**

Crash Severity	Rounded Societal Costs	Annual Societal Benefit
Fatal (K)	$ 4,500,000	**$ 77,037**
Serious Injury (A)	$ 4,500,000	**$ 274,704**
Minor Injury (B)	$ 300,000	**$ 55,141**
Possible/Unknown Injury (C)	$ 145,000	**$ 32,670**
Property Damage Only (O)	$ 20,000	**$ 13,822**

Total Benefits and Costs

		Implementation Cost	$ 1,958,000
		Present Value of Maint.	$ 611,761
Present Value Benefits (Societal Benefits)	$ 7,082,654	Present Value Costs (Impl. and Maint. Costs)	$ 2,569,761
Present Value Net Return	$ 4,512,894		
Benefit Cost Ratio	**2.76**		

Form continues on next page

County:	Story	Prepared By:	BMI
Location:	GWC Ave & Cameron School Rd	Date Prepared:	7/14/2026

No Input Necessary - No Custom Values In Use

General Customizations

No change to Crash Costs

No change to Discount Rate

No change to Maintenance Costs

Method-Specific Customizations

Predictive Method in this tool does not use or customize Crash History or Traffic Growth Factor.

G.W. CARVER AND CAMERON SCHOOL ROAD DESIGN ALTERNATIVES AND COST ESTIMATES:

Bolton & Menk has developed preliminary layouts and cost estimates for a roundabout with or with an extended three lane section south of roundabout. The roundabout design is preferred due to safety improvements related to speed control. The roundabout is designed for a 35 MPH travel speed compared to rural highway design speed of 45 MPH.

At the City's request, the consultant also prepared planning-level cost estimates for two signalized intersection configurations using the same general project limits. The four alternatives are described below:

- **Alternative A – Roundabout:** Construction of a single-lane roundabout at G.W. Carver Avenue and Cameron School Road, together with the associated approach, drainage, pedestrian, and other supporting improvements.

  This alternative addresses the same intersection-improvement need contemplated by the Dankbar development agreement, but as a City-led public project undertaken in partnership with Story County.

  Alternative A would have the City construct the roundabout and associated approach improvements as a partnership project between Story County and the City of Ames, supporting the lower-speed (35 MPH), urban, and multimodal corridor identified in the AAMPO 2050 Metropolitan Transportation Plan.

- **Alternative B – Roundabout with South Three-Lane Extension:** Construction of all improvements included in Alternative A, plus extension of the three-lane roadway section farther south of Columbus Drive.

  The additional improvements would accommodate the planned Dover Senior Living driveway connection and support additional development south of the G.W. Carver Avenue and Cameron School Road intersection.

  Including those additional improvements would add development-specific costs that are not necessary to decide the preferred long-term intersection treatment. Those improvements and their additional funding responsibilities can be addressed separately through the developer agreement process, which is pending for Dover as a condition of driveway approval.

- **Alternative C – Traffic Signal with Full Reconstruction:** Installation of a traffic signal and construction of the necessary turn lanes using the same general project limits as Alternative A.

  This alternative assumes that the existing pavement would be removed and

reconstructed, with the proposed roadway remaining an urban section with curb and associated drainage improvements. This alternative provides a more comparable construction scope to the roundabout alternatives, but would remove existing pavement that still has useful service life.

Alternative C is full reconstruction of the intersection and approaches to widen the road and install a signal for a design speed of 45 MPH. The reconstruction would replace the existing two-lane pavement that in some places still retains useful service life, making removal and replacement of those areas much more expensive than simply widening the roadway. Some improvements, including one signal, would be within the County. **If a signal option is selected, widening the existing roadway where necessary represents the more practical initial implementation strategy than full reconstruction.**

- **Alternative D – Traffic Signal with Widening Only:** Installation of a traffic signal and construction of only the necessary turn lanes while retaining the existing two-lane pavement where practical. The roadway would be widened by approximately one lane through the rural section, although the east leg of the intersection is assumed to require full reconstruction because of the existing roadway alignment.

  This alternative represents the minimum practical signalized improvement and is based on planning-level assumptions for earthwork and storm sewer needs.

  Alternative D would retain the existing two-lane pavement where practical, add pavement as needed for turn lanes, and install a traffic signal at a later date while maintaining a higher-speed corridor design with a posted speed limit of 45 MPH**. This option can be completed incrementally compared to the other options. Unlike the roundabout alternative, the traffic signal alternative would likely be primarily funded through City of Ames and developer participation without state grant funds.**

PROJECT COST ESTIMATES:

City staff reviewed the consultant's estimated quantities and applied average historical City of Ames bid prices. For project budgeting, the resulting construction costs were estimated with a 5% construction contingency applied, and an additional 20% was included for design and administration.

Design Alternative	Estimated Construction Expense (With 5% Contingency)	Overall Project Expense (With 20% Design and Administration)
Alternative A: Roundabout	$3,154,200	**$3,785,040**
Alternative B: Roundabout – With Dover driveway access	$3,390,450	**$4,068,540**
Alternative C: Traffic Signal – Full Reconstruction	$3,010,350	**$3,612,420**
Alternative D: Traffic Signal – Widening Only	$2,027,550	**$2,433,060**

These preliminary estimates do not include permanent right-of-way or temporary easement acquisition. Any acquisition costs will be identified as the project and adjacent development plans advance and will be incorporated into the project budget before final design and bidding. However, any acquisition from the Dankbar or Greenbriar sites would be at no cost. No permanent easements or ROW are expected north of the Cameron School Road intersection.

MEMO

To: Mayor & City Council

From: Pa Goldbeck, Assistant City Manager

Date: August 11, 2026

Subject: Establishing a Data Center Study Committee

At the July 28, 2026 meeting, the City Council received a report regarding data centers containing 12 potential actions to further regulate or restrict data center development. The City Council directed staff to proceed in researching these 12 items and several others specified by the City Council itself.

In addition, the Council approved a motion "to form a study committee to look at environmental impacts not considered within the previous 12 items, including heat generation and localized temperature increases, and impacts on wildlife, habitats, and human health."

The discussion around this motion indicated that the intent was for this committee to be convened by the City Council to study these topics independent of the research being conducted by City staff. Therefore, this item is being placed on the agenda to allow Council to discuss how it will accomplish this task.

ITEM #:	**27**
DATE:	**08-11-26**
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 eight 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.

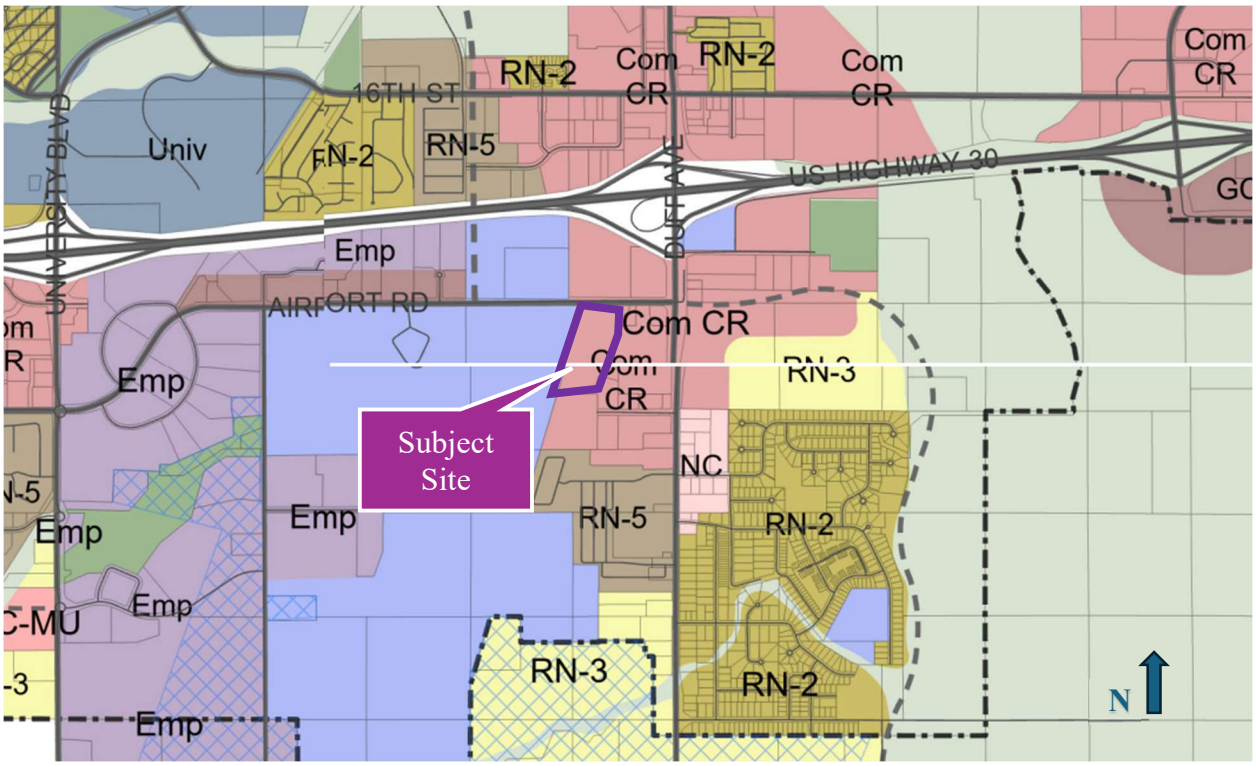
CITY MANAGER'S RECOMMENDED ACTION:

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


RN-2
Com CR
RN-2
Com CR
Com CR
16TH ST
Univ
RN-2
RN-5
US HIGHWAY 30
Emp
AIRPORT RD
Com CR
Com CR
RN-3
Emp
Subject Site
NC
Emp
RN-5
RN-2
Emp
Emp
RN-3
RN-2
Emp
N

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 #:	**28**
DATE:	**08-11-26**
DEPT:	**P&R**

COUNCIL ACTION FORM

SUBJECT: STORY CONSTRUCTION CHANGE ORDER #3 FOR CONSTRUCTION MANAGEMENT SERVICES FOR FITCH FAMILY INDOOR AQUATIC CENTER

BACKGROUND:

On December 13, 2022, the City entered into a contract with Story Construction for Construction Management services related to the construction of the Fitch Family Indoor Aquatic Center for the amount of $1,392,229. At that time, Story Construction was unable to provide a cost estimate for construction support services without knowing the full scope of the project. The cost estimate was later provided and on February 27, 2024, City Council approved Change Order (CO) #1 in the amount of $978,886 for Construction Support Services (Bid Package #5). The new contract total after Change Order #1 was $2,371,115.

At its December 16, 2025 meeting, City Council was presented with a CO #2 request for $211,000. CO #2 reflected changes to the different components of the contract and aligned with a 25-month construction duration versus an 18-month duration which was used for Story's initial proposal. An estimated construction cost of $18,500,000 was used versus a $20,500,000 that was used in Story's proposal. Council approved CO #2 which increased the contract total to $2,582,115.

Change Order #3 is now being presented to City Council for approval. As explained in the attached request, Story Construction is projecting that its billings will exceed the current purchase order by $298,586. The overrun falls into two categories: 1) Direct Supervisory Personnel Expense/Jobsite Office & Support ($166,316), and 2) Temporary Facilities per Bid Package #5 ($132,270). This increase in cost is due to a delay in the completion of the work. Story cites several factors, but identifies a large amount of change order work that was added very late in the project as the primary driver (for example the av equipment modifications, and other minor carpentry and electrical changes identified during the building systems start-up and commissioning work).

Even though there are multiple factors for the delay, Story, as Construction Manager, acknowledges it played a role in the project's delayed finish. Therefore, Story is suggesting a compromise and not requesting reimbursement for the Supervisory Staff/Site Office & Support cost of $166,316. However, Story is requesting Change Order #3 be approved for the expenses associated with Temporary Facilities (Bid Package #5) which is $132,270. **Please note that according to the contract with Story Construction, the City Attorney has advised that the City is required to pay the $298,586 if requested.**

A breakdown of the original contract and change orders are shown below.

Service	Original Contract	Change Order #1	Change Order #2	Change Order #3	Revised Contract
Pre-construction Phase	$ 135,327				$ 135,327
Construction Management Fee	$ 430,500		($ 42,000)		$ 388,500
Construction Staffing Fees	$ 765,022		$335,689		$1,100,711
Reimbursables	$ 61,380		$ 17,050		$ 78,430
Construction Support Services	$ 0	$978,886	($ 99,739)	$132,270	$1,011,417
Totals	$1,392,229	$978,886	$211,000	$132,270	$2,714,385

Below is a breakdown of project expenses and funding at this time.

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	$ 618,886
Other Project Related Costs	$ 960,621
Available Balance	($2,720)
TOTAL Project Cost (As of 7/6/26)	**$26,917,920**

*This does not include the requested amount of $132,270.

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**

As shown in the table, there is a negative available balance of $2,720. When added to this change order request of $132,270, the total shortfall is $134,990. This overage will be covered by savings from the Ada Hayden Heritage Park Trail Project ($89,734) and $48,000 is available in Fitch donations.

ALTERNATIVES:

1. Approve Change Order #3 for Construction Manager services to Story Construction in the amount of $132,270.

2. Do not approve Change Order #3 for Construction Manager services to Story Construction.

3. Refer this item back to staff and provide further direction.

CITY MANAGER'S RECOMMENDED ACTION:

Story Construction has managed the construction of the Fitch Family Indoor Aquatic Center which is now open. The opening was delayed due to multiple factors and as a result, Story has expended more resources than what is reflected in the current purchase order. Story acknowledges some responsibility for these delays and is offering a compromise to the overun of $298,586. As explained earlier, Story is requesting to only be paid $132,270 for Temporary Facilities (Bid Package 5). Per the City Attorney's counsel, the City is obligated to pay the full amount if requested. Therefore, it is the City Manager's recommendation to approve Alternative No. 1 as stated above.

ATTACHMENT(S):
Story Construction Request for CO#3 8-3-26.pdf

STORY CONSTRUCTION

2810 Wakefield Circle
Ames, IA 50010
515-232-4358

August 4, 2026

Mr. Keith Abraham, Director of Parks and Recreation
City of Ames
1500 Gateway Hills Park Drive
Ames, Iowa 50010

Re: Fitch Family Indoor Aquatic Center

Dear Mr. Abraham,

Beginning this spring, Story communicated to you that we were incurring costs in excess of the budgets for both the Professional Supervisory Staff and the Temporary Facilities (titled Bid Package 5) budgets. We have had several communications and discussions since that time. This letter represents the consolidation of those communications and a request for reimbursement of costs outlined below, as provided in the Construction Manager as Advisor contract.

The increase in costs is due to a delay in the completion of the work. While there were several factors, including prime contractor quality control and manpower challenges, the primary driver for the delay was a large amount of change order work that was added very late in the project.

The attached graphic illustrates this point. It tracks the timeline of approved prime contractor change orders over the life of the project. Focusing on the finishing stages of the project (late 2025 and early 2026), there was a significant uptick in the amount of change work. Between January 1 and July 31 of this year, 42 Potential Change Items were initiated. Of those, 29 were executed AFTER the planned February turnover date of the project. The bulk of these changes were items identified during the building systems start-up and commissioning work.

Discovering and implementing changes in the work during the final stages is highly disruptive. The prime contractors are already consumed in completing their current scopes of work. On this project, it pushed the completion of the job from a planned turnover in mid-February to a Conditional Certificate of Occupancy in mid-March, and ultimately a final Certificate of Occupancy in late-June. The magnitude of change, coming so late in the project, made it impossible to finish in the planned time frame, and the resulting delay drove the cost overruns outlined below.

We are projecting that our billings will exceed the current purchase order by $298,586. The breakdown of the total overrun falls into two areas: **Direct Supervisory Personnel Expense/Jobsite Office & Support ($166,316), and Temporary Facilities per Bid Package #5 ($132,270)**. Please note that Story uses the term “Bid Package #5” for expenses consumed in supporting the project as the Construction Manager and should not be confused with the project bid package contractors and their associated contract number references.

STORY CONSTRUCTION

2810 Wakefield Circle
Ames, IA 50010
515-232-4358

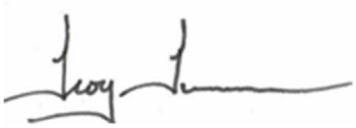
Keith, Story acknowledges that there are multiple factors that contributed to the late completion of the project. Unwinding them all is impossible. And, as the Construction Manager, Story certainly played a role in the lagging project's finish. Therefore, Story will not be requesting reimbursement for Supervisory Staff/Site Office & Support costs of $166,316. However, we are requesting a change order for the added expenses associated with Temporary Facilities (Bid Package #5) of $132,270. We believe this is a very fair compromise.

Finally, as this request is being considered, we also offer that the project was ultimately completed substantially under its initial planned budget, with an excellent safety record, and navigated through several significant issues that disrupted the flow of the project. We strongly believe that the project is being completed sooner and for less cost than it would have been using a more traditional delivery method. A bidding general contractor would likely have requested additional time extensions and would have also pursued impact costs for the delays. We were successful in avoiding those potential costs on behalf of the City.

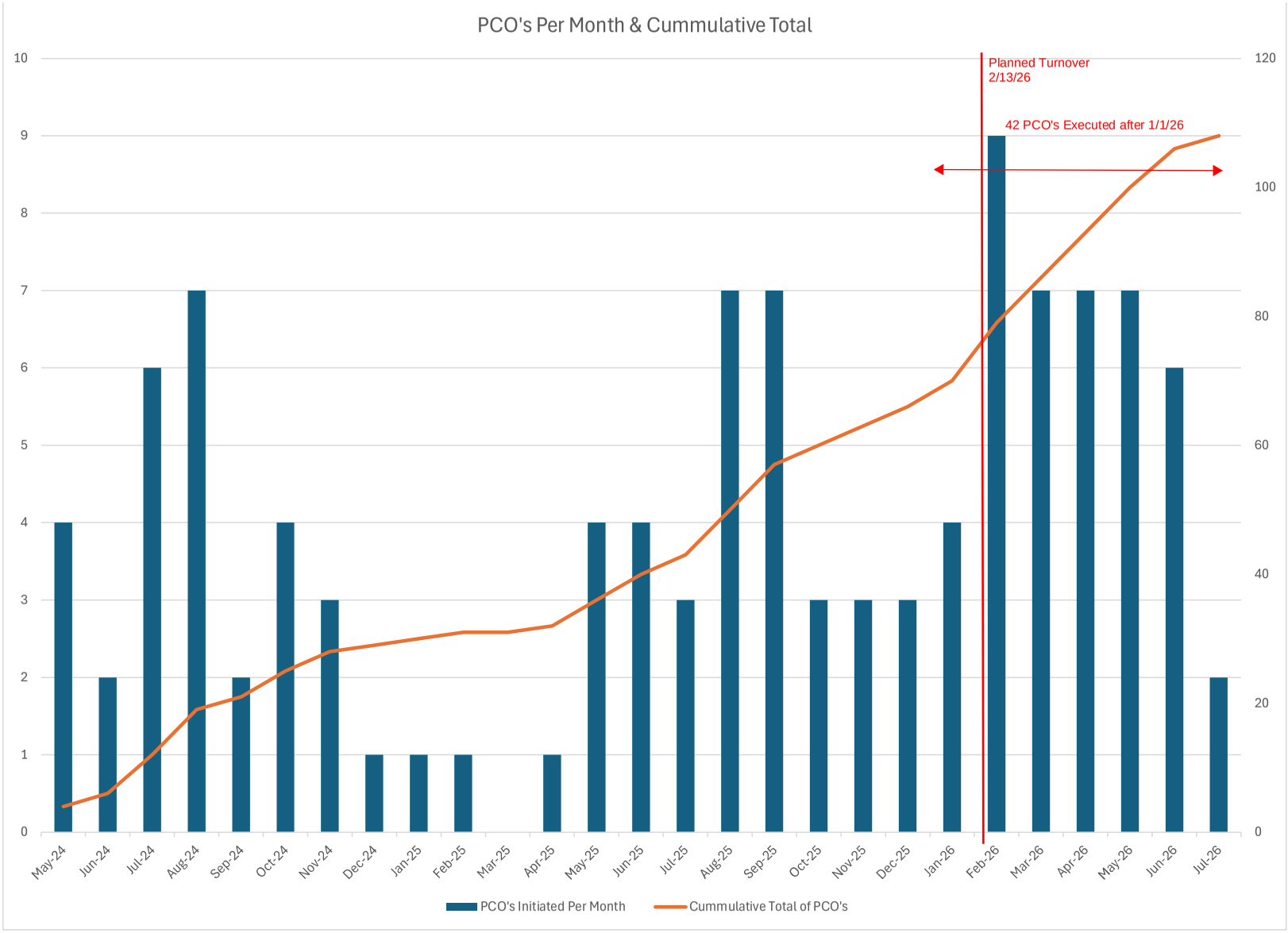
Thank you for your consideration. Please contact me with any questions.

Sincerely,

Story Construction Co.



Troy Turner
Senior Project Manager
515-817-2621


PCO's Per Month & Cummulative Total
Planned Turnover
2/13/26
42 PCO's Executed after 1/1/26
10
9
8
7
6
5
4
3
2
1
0
120
100
80
60
40
20
0
May-24
Jun-24
Jul-24
Aug-24
Sep-24
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Mar-25
Apr-25
May-25
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Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
PCO's Initiated Per Month
Cummulative Total of PCO's

ITEM #:	**29**
DATE:	**08-11-26**
DEPT:	**FLEET**

COUNCIL ACTION FORM

SUBJECT: **AMES ANIMAL SERVICES FACILITY**

BACKGROUND:

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

The City obtained a purchase option on the property at 2715 Dayton Ave, which previously housed Eagle's Loft daycare and retained INVISION Architecture LTD (INVISION), Des Moines, Iowa, to complete initial evaluation of the existing facility and identify future requirements to convert the 2715 Dayton Avenue property into a modern animal shelter facility. INVISION provided the City with a conceptual design and a preliminary cost estimate. After receiving the conceptual design report, on February 18, 2025, City Council approved the purchase of 2715 Dayton Avenue in the amount of $1.1 million. At that same meeting, staff notified City Council that an anonymous lead donation of $3 million had been obtained.

On September 2, 2025, City Council approved a change order to the INVISION design contract for the completion of schematic design, design development, and construction documents, bidding phase, and construction administration. The contract incorporates references to best practices outlined by the American Society of Veterinarians (ASV) Guidelines for Sheltering, and the need to meet the requirements for Animal Welfare of the Iowa Department of Agriculture and Land Stewardship (IDALS). In addition, the contract outlines the City's interest in reducing greenhouse gas emissions.

SERVICES AND FACILITY DESCRIPTION:

Through discussions with the design team and animal care experts during the design process, staff learned that the terms "control" and "shelter" were outdated and being less frequently used to describe facilities like the one being pursued. Based on the new building and the variety of animal services provided, "Ames Animal Control" will be changing to "Ames Animal Services." The new facility will also reflect this change.

CONSTRUCTION DOCUMENTS:

INVISION and its sub-consultants have worked with City staff and fundraisers to complete a design of the facility, which is broken into three spaces: 1) cat spaces, 2) dog spaces, and 3) human spaces. This design features an approximately 1,700 square-foot addition that will be utilized as dog space and will have a flat roof to accommodate mechanical equipment.

An addition was determined to be the best financial option for dog spaces due to the needed

sound attenuation, plumbing, and durability required in dog holding areas. This addition will also connect to the outside dog run areas. The attached presentation shows the schematic design and outside and inside renderings based on the design development phase.

SUSTAINABILITY:

As part of the design contract, INVISION was to identify options to reduce greenhouse gas emissions. Due to costs, it was determined that air-source heat pumps and heat recovery are the best sustainable options within the current funding available. The roof is planned for replacement, but the supports of the building will not allow for solar on the roof. A conduit is being placed to allow for future ground-mounted solar, and the electrical equipment will also be designed for the addition of future solar. The site contains ample open space to locate future ground-mounted solar.

BID ADD-ALTERNATES:

During Construction Document preparation, 11 separate add-alternates were originally identified. After further review, three have been incorporated back into the base bid scope (staining the exterior brick, adding sinks to cat spaces, and four bay windows on north elevation).

Therefore, the following eight add-alternates will be prepared for bidding and may be awarded if favorable bids are received:

1. Dog run shade structures
2. Replace resilient corridor flooring with epoxy
3. Catio screens
4. Parking lot addition
5. Exterior building signage
6. Building automation
7. Wood-look metal entry trellis
8. Catio on south elevation

FINANCIAL ESTIMATES AND PROJECT BUDGET:

The City Council received a Design Development project estimate and budget on May 12, 2026, and authorized the inclusion of the additional costs and designated donation revenues for the addition of individual dog holding area exterior access doors.

Since that time, staff has identified the need to relocate a sanitary sewer manhole in order to accommodate the shared use path extension along the property frontage. Funds have been identified from the Sanitary Sewer Fund and the Shared Use Path Maintenance Program to accomplish the relocation of the manhole and the shared use path extension, which are incorporated into the project budget.

Staff has been working with INVISION and its cost-estimate subconsultant, Stecker-Harmsen, to prepare the final cost estimate for the project prior to issuing bids, which is $5,367,243.

The estimate received prior to this writing appears to be within the project budget, but

staff needs more time to review the information before requesting Council approval to proceed with bidding. The table below reflects the information known to staff as of this time:

EXPENSES		FUNDING SOURCES	
Previous Site Investigation	$ 4,075		
2715 Dayton Purchase Option	5,000		
Site Acquisition	1,100,000		
Conceptual Design	66,360		
Change Order No. 1 (Detailed Design/Construction Specs)	588,000		
Change Order No. 2 (additional scope for Dog Run access)	24,440		
Construction/Renovation	5,367,243		
FF&E/Permits	450,000		
3rd Party Testing/Geotechnical	40,000		
		Stormwater Quality CIP Funding	$ 30,000
		Sanitary Sewer Utility Fund	29,000
		Shared Use Path Maintenance Program available balance (LOST)	16,500
		FY 2023/24 General Fund Savings	100,000
		Council Priorities Capital Fund	2,855,000

		Donations	4,534,040
		Supplemental Donation for Dog Area Doors	154,416
TOTALS	**$ 7,718,956**		**$ 7,718,956**

In order to provide additional time to verify these figures, staff is requesting that the City Council consider approving the preliminary plans and specifications and the bidding and award dates at the August 18 workshop, rather than proceeding with these steps on August 11.

ALTERNATIVES:

1. Accept the report and direct staff to place a resolution on the August 18, 2026 City Council workshop agenda to approve preliminary plans and specifications for the construction of the Ames Animal Services Facility, setting September 16, 2026, as the bid due date and September 22, 2026, as the date of Public Hearing.

2. Refer this item to City staff for further information.

CITY MANAGER'S RECOMMENDED ACTION:

The Ames Animal Services Facility project will provide a significant expansion and update to the facilities used to care for and rehome animals in the community. The project would not be possible without the contributions of many donors and volunteers. The design of the facility has been completed, and a final cost estimate has been issued.

Because the cost estimate was only recently received, City staff would like an opportunity to further review it and ensure it is acceptable prior to the City Council formally taking action to approve the preliminary plans and set the bidding timetable. Staff believes only an additional week is necessary to complete this process.

Preliminarily, it appears that the probable construction cost estimate relies on utilizing all of the available funding to construct the project, leaving no balance available for construction contingency in the event of unforeseen issues that may arise during construction. Depending on the bids received, staff anticipates the need to meet with the apparent low bidder to discuss potential alterations that will bring the project under budget and provide a reasonable construction contingency.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):
Ames Animal Services - North Elevation.jpg
Ames Animal Services -Cats.jpg


AMES ANIMAL SERVICES


CUDDLE
PLAY
MEOW
AMES ANIMAL SERVICES

ITEM #:	**30**
DATE:	**08-11-26**
DEPT:	**POLICE**

COUNCIL ACTION FORM

SUBJECT: REQUEST FROM INTERFRATERNITY COUNCIL TO USE GOLF CARTS ON CITY STREETS

BACKGROUND:

The Iowa State University Interfraternity Council (IFC) represents numerous fraternity chapters affiliated with Iowa State University. In August each year, the fraternities host their formal recruitment process with approximately 750 incoming students, prior to the start of classes.

The organization submitted correspondence to the City dated July 24, (attached) requesting approval to utilize golf carts for limited transportation and logistical support associated with these activities. The request is for golf cart use from August 14 to August 20.

Ames *Municipal Code* §26.76 provides the City Manager with authority to permit the operation of golf carts under specified circumstances when such use is determined to be appropriate and consistent with public safety considerations.

The Ames Police Department has reviewed the request and considered the following factors:

- The proposed use is limited in scope and tied to organized IFC activities.
- Golf cart operations would occur at low speeds, with proper identification, and in designated areas consistent with the conditions established by the City Manager and only from sunrise to sunset.
- The organization has demonstrated the capacity to provide responsible operators and maintain oversight of vehicle use along with insurance.

The majority of golf cart use will be on Iowa State's campus and in "Greekland", directly south of campus across Lincoln Way. The roads that will need to be used for transportation outside of Iowa State's campus include:

- Beach Ave. north of Lincoln Way to get to and from Seasons dining hall and south of Lincoln Way to Sunset Drive
- Along Sunset Drive, Gray Ave., Greeley Street, Pearson Ave., Gable Lane, and Knapp Street
- Ash Ave. from Lincoln Way to Knapp Street
- Lynn Ave. from Lincoln Way to Storm St. and Storm St. From Lynn Ave. to Wallace and Wilson Halls (Towers)

- Golf carts may also be used to transport to dining halls for students to have meals.

- In addition, if a student living in Wallace or Wilson Halls requires transportation accommodation, IFC will pick them up and drop them off at their residence hall. If no students living in Wallace or Wilson Halls require transportation accommodations, golf carts will not go beyond Knapp St. from Lynn Ave.

Organizers will limit traffic across Lincoln Way, which will be necessary mostly at the beginning and end of the day (sunrise to sunset) to access the Memorial Union, where the carts will be stored.

Police Department staff believes the proposed use does not present a significant public safety concern provided that all conditions established by the City Manager and applicable provisions of the Ames Municipal Code are followed. The Risk Manager has indicated that, if approved, the City would not have any liability in the event of an injury or accident involving a golf cart as a result of the approval.

ALTERNATIVES:

1. Authorize the City Manager to approve the request from Interfraternity Council to use golf carts upon designated City streets from August 14-20.

2. Do not authorize the City Manager to approve this request.

3. Refer this item to staff for further information.

CITY MANAGER'S RECOMMENDED ACTION:

The Interfraternity Council has outlined the steps it will take to safely operate golf carts on City streets for this event. The use of golf carts is helpful to support the operations of the organization during this large event that spans several days. The plans have been reviewed by the Police Department and Risk Manager, and both are supportive of granting the request. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):
ISU Interfraternity Council - Request for Golf Cart Use.pdf

From: IFC VP of Recruitment [SFE] <ifcrecruitment@iastate.edu>
Sent: Friday, July 24, 2026 9:20 AM
To: Schainker, Steve <steve.schainker@cityofames.org>
Cc: Canaday, Casey R [SFE] <canaday@iastate.edu>; Olberding, Austin [SFE] <aolber@iastate.edu>; Boulden, Billy [SFE] <bboulden@iastate.edu>; Van Dyke, Kipp J [D S O] <kipp@iastate.edu>; Michael Newton <mrnewton@iastate.edu>
Subject: Golf Cart Request

You don't often get email from ifcrecruitment@iastate.edu. Learn why this is important
[External Email]

Mr. Schainker,

We are writing as the Vice Presidents of Recruitment for the Collegiate Panhellenic Council and the Interfraternity Council, which govern the sororities and fraternities at Iowa State University. Each year in August, we host our formal recruitment processes, which take place this year beginning on August 14th and concluding on August 20th. Last year, during the formal recruitment process, we welcomed approximately 750 incoming students to Iowa State between the Collegiate Panhellenic Council and Interfraternity Council. To participate in the process, these students move to campus early, allowing them to focus on formal recruitment prior to the school year starting. The purpose of formal recruitment is to allow these students to find the sorority or fraternity that matches their values and provides lifelong opportunities and connections. Over the course of this recruitment process, these incoming students travel to and from sorority and fraternity houses to Seasons Dining Hall, the Memorial Union, and their residence halls. For this experience to be fully inclusive and accommodate varying abilities, we are requesting the use of golf carts as a means of transportation for official business purposes only, as outlined in the plan below.

The large majority of golf cart use will be on Iowa State's campus and in "Greekland", directly south of campus across Lincoln Way. The roads that will need to be used for transportation outside of Iowa State's campus include:

- Beach Ave. north of Lincoln Way to get to and from Seasons dining hall and south of Lincoln Way to Sunset Drive
- Along Sunset Drive, Gray Ave., Greeley Street, Pearson Ave., Gable Lane, and Knapp Street
- Ash Ave. from Lincoln Way to Knapp Street
- Lynn Ave. from Lincoln Way to Storm St. and Storm St. From Lynn Ave. to Wallace and Wilson Halls (Towers)
- If a student living in Wallace or Wilson Halls requires transportation accommodations, we will need to pick up and drop off at their residence hall. If no students living in Wallace or Wilson Halls require transportation accommodations, golf carts will not go beyond Knapp St. from Lynn Ave.

We recognize that Lincoln Way is a heavily trafficked road and would like to implement a plan to cross Lincoln Way as few times as possible. While the Memorial Union is our "Recruitment Headquarters" and where golf carts will be parked overnight, once the golf carts have crossed Lincoln Way to start the day, we intend to keep them south of Lincoln Way until the events have concluded for the day. The only exception of this would be to transport students requiring accommodations to dining halls for meals. Along with this, we would like to reduce driver access to a small, designated group of people: seven Sorority and Fraternity Engagement staff members, and six members each from the Collegiate Panhellenic Council and Interfraternity Council each for a total of 19 potential drivers. All potential drivers will complete a motor vehicle records check through Iowa State University. Additionally, we would only use golf carts between sunrise and sunset, intentionally scheduling students requiring golf cart transportation during daylight hours.

Additionally, due to construction on Sunset Drive, it will be very difficult for participating students to get to and from sorority and fraternity houses in both a safe and timely manner. In previous years, students have easily traveled around the Sunset Drive, Gray Avenue, Greeley Street, and Pearson Avenue loop. The closure of the roads and sidewalks at the cross streets of Sunset Drive and Gray Avenue require students to take a much longer route to get from one house to the next, and we would like to use golf carts to help with transportation in order to avoid the construction.

The Collegiate Panhellenic Council will use the golf carts as follows: 3 golf carts equipped with proper signage and flags will be used to transport students requiring accommodations on August 14-20.

The Interfraternity Council will use the golf carts as follows: 3 golf carts equipped with proper signage and flags will be used to shuttle men to and from fraternity houses with great distances between them. On Sunday, August 16th, this will be a shuttle service from Sigma Nu fraternity house to Seasons dining hall. On Monday, August 17th, golf carts will not be used unless a student requires transportation accommodations. On Tuesday and Wednesday, August 18th and 19th, we will provide a shuttle route from the eastern most chapter facility, Phi Kappa Theta (ΦΚΘ) to the western most chapter facility, Sigma Nu (ΣΝ). A map of the sorority and fraternity chapter facilities is included.

We strongly believe that the use of golf carts is the safest and most appropriate means of transportation to make frequent stops to pick-up and drop-off students. If we are unable to use golf carts, we will have to use vehicles or large passenger vans to transport students, which is far more challenging to navigate with other drivers on the roads unknowing of the frequent stops we need to make.

We kindly ask that you consider our request to use golf carts for the dates of August 14th-20th to make the recruitment experience possible for all students with varying needs and abilities. Thank you for your time and consideration. We are more than willing to comply with any regulations or policies needed to accommodate this request.

Sincerely,
Nora Graening and Maycin Sansgaard - Collegiate Panhellenic Council
Braydon Foster and Aaron Verdun - Interfraternity Council

CC:
Casey Canaday, Coordinator of Chapter and Council Operations, Sorority and Fraternity Engagement
Austin Olberding, Coordinator of Chapter and Council Operations, Sorority and Fraternity Engagement
Billy Boulden, Assistant Dean of Students for Student Leadership and Development/Director of Sorority and Fraternity Engagement
Kipp Van Dyke, Associate Vice President for Student Affairs and Dean of Students
Chief Michael Newton, Associate Vice President for Public Safety and Chief of Police

Aaron Verdun & Braydon Foster
Interfraternity Council
Vice Presidents of Recruitment
Aaron: 815-419-8320
Braydon: 319-213-3252

ITEM #:	**31**
DATE:	**08-11-26**
DEPT:	**ADMIN**

COUNCIL ACTION FORM

SUBJECT: ORDINANCE REVISING *MUNICIPAL CODE* CHAPTER 14 (AMES HUMAN RELATIONS COMMISSION)

BACKGROUND:

At the November 18, 2025, joint meeting of the Ames City Council and Ames Human Relations Commission (AHRC), staff and the AHRC Chair recommended that Council consider updating the *Municipal Code* Chapter 14: Human Relations to better align the code with its current activities and objectives. City Council directed staff to place an item on a future agenda for the ordinance update (see attachment).

On March 10, 2026, Senate File 579 was approved by the Iowa Legislature. This bill states, "The term of a commissioner appointed to a local agency or local commission shall be for two years." Currently, six positions are serving a three-year term, and one commissioner serves a one-year term.

The ordinance prepared by staff to modify Chapter 14 will:

- Clarify that discriminatory practices are prohibited.
- Correct a typographical error by adding a missing word.
- Update the Iowa Civil Rights Commission to reflect its recent renaming as the Iowa Office of Civil Rights.
- Revise the description of the Commission's powers and duties to use more accessible language and to emphasize the focus on community outreach and engagement.
- Align with Iowa law to ensure that Commissioners will serve a two-year term.*

*The term length for two current commission members will be adjusted from April 1, 2026 - March 31, 2029 to April 1, 2026 - March 31, 2029.

At the January AHRC strategic planning retreat, Commissioners emphasized that advocacy remains an important role AHRC plays in the community.

ALTERNATIVES:

1. Approve first reading of ordianance on the recommended changes to *Municipal Code* Chapter 14: Human Relations Commission
2. Do not approve and provide further direction.

CITY MANAGER'S RECOMMENDED ACTION:

City staff agrees with the Commission that modifications would be appropriate, and it is beneficial to align the *Municipal Code* language with the Commission's current activities. Furthermore, changing the term length aligns with actions taken at the state legislature. Therefore, it is the recommendation of the City Manager that City Council approve Alternative No. 1 as described above.

ATTACHMENT(S):
DRAFT Ordinance Ch 14 (AHRC).pdf

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY AMENDING SECTIONS 14.1, 14.3 AND 14.5 THEREOF, FOR THE PURPOSE OF ESTABLISHING POWERS AND DUTIES OF THE AMES HUMAN RELATION COMMISSION (AHRC) REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ENACTED, by the City Council for the City of Ames, Iowa, that:

Section One. The Municipal Code of the City of Ames, Iowa, shall be and the same is hereby amended by amending Sections 14.1, 14.3 and 14.5 as follows:

Sec. 14.1. PURPOSE OF CHAPTER.

The purpose of this chapter is to implement the provisions of the Iowa Civil Rights Act, to prohibit discriminatory practices, and to further provide for the general welfare of persons in the City of Ames, Iowa, by establishing a to undertake projects of education to prevent discrimination and to effect cooperative undertakings with the Iowa ~~Civil Rights Commission~~ Office of Civil Rights and to aid in effectuating the purposes of the Iowa Civil Rights Act.

*** * ***

Sec. 14.3. COMMISSION APPOINTED.

(1) **Commission Appointed.** The Ames Human Relations Commission shall consist of seven (7) members appointed by the Mayor with the approval of the City Council. Appointments shall take into consideration the various racial, religious, cultural and social groups and geographical areas within the City of Ames in so far as may be practicable. The term of office shall be two (2) ~~three (3)~~ years and shall begin April 1 of the fiscal year of appointment, except that the Mayor may prescribe a shorter term for any appointment or reappointment in order to stagger terms. Six (6) of the members shall serve 2 ~~3~~-year terms, and one (1) of the members shall serve a special 1-year term. Vacancies shall be filled for any unexpired term in the same manner as original appointments. Any member or all members of the Commission may be removed from office at any time by the Mayor with the approval of the City Council, for good cause. No member who has served two (2) full consecutive terms is eligible for reappointment. The Commission shall elect one of their members to be chairperson, and develop their own rules of procedure, not inconsistent with this chapter.

DRAFT

* * *

Sec. 14.5. POWERS AND DUTIES.

The Commission shall have the following powers and duties:

(1) To facilitate coordination and connection among community groups to amplify the impact of their efforts toward ending discrimination and reducing inequality in the community.

(2) To collaborate with organizations and individuals in the community to plan and participate in events that connect various populations through celebration of culture and inclusion.

(3) To listen to community members and provide access to resources that may help resolve discrimination complaints, including connecting residents with the Iowa Office of Civil Rights when enforcement action may be needed.

(4) To gather information and provide an annual report to the city council about the status of human rights in the community and the commission's activities promoting belonging among various populations recognized in the community.

(5) To recommend policies and programs that promote human rights of persons and groups in the community to the mayor and city council.

(6) To manage any city funds, donations, or grants given to the commission for promoting the purposes of this chapter.

~~(1) To investigate and study the existence, character, causes, and extent of discrimination in public accommodations, employment, apprenticeship programs, on-the-job training programs, vocational schools, credit practices, and housing in this city and to attempt the elimination of such discrimination by education.~~

~~(2) To issue such publications and reports of investigations and research as in the judgment of the commission shall tend to promote good will among the various racial, religious, and ethnic groups of the City and which shall tend to minimize or eliminate discrimination in public accommodations, employment, apprenticeship and on-the-job training programs, vocational schools, career and technical programs, or housing because of race, creed, color, sex, national origin, religion, ancestry, disability, sexual orientation or gender identity.~~

~~(3) To prepare and transmit to the Mayor and City Council from time to time, but not less often than once each year, reports describing its proceedings, and the other work performed by the commission.~~

~~(4) To make recommendations to the Mayor and City Council for such further legislation concerning discrimination because of race, creed, color, sex, national origin, religion, ancestry, disability, sexual orientation or gender identity as it may deem necessary and desirable.~~

~~(5) To cooperate, within the limits of any appropriations made for its operations, with other agencies or organizations, both public and private, whose purposes are consistent with those of this chapter, and on the planning and conducting of programs designed to eliminate racial, religious, cultural, and intergroup tensions.~~

DRAFT

~~(6) To adopt, publish, amend, and rescind regulations consistent with and necessary for the enforcement of this chapter.~~

~~(7) To receive, administer, dispense and account for any funds that may be voluntarily contributed to the commission and any grants that may be awarded the commission for furthering the purposes of this chapter with the approval of the City Council.~~

~~(8) To refer a complaint to the Iowa Civil Rights Commission under commission rules.~~

* * *

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

DRAFT

ITEM #:	**32**
DATE:	**08-11-26**
DEPT:	**PW**

COUNCIL ACTION FORM

SUBJECT: 2025/26 PAVEMENT RESTORATION - SLURRY SEAL PROGRAM

BACKGROUND:

The Pavement Restoration Program is an annual program applying a variety of preventative and proactive maintenance techniques to preserve and enhance street pavements. The techniques in this program are typically more specialized or larger in scope than can be effectively performed by City Maintenance staff.

The Slurry Seal Program levels joints and provides a new thin wearing surface for traffic, predominantly on residential streets, limiting the typical disruption to residents to no more than one day.

On August 5, 2026, one bid for the project was received as follows:

Bidder	Bid Amount
Engineer's Estimate	*$229,222.92*
Fort Dodge Asphalt Company	$237,477.57

There is $350,000 of Road Use Tax funding allocated to this program in FY 2025/26 in the Capital Improvements Plan. **Funding has been carried over from previous fiscal years, resulting in a balance of $402,233 available for this project** (A list of proposed locations is attached).

ALTERNATIVES:

1. Accept the report of bids, approve final plans and specifications, and award a contract to Fort Dodge Asphalt Company of Fort Dodge, Iowa, in the amount of $237,477.57.
2. Reject the bid form Fort Dodge Asphalt and request that staff to rebid the project.
3. Do not approve this project.

CITY MANAGER'S RECOMMENDED ACTION:

This project will repair and extend the lifespan of streets in the program and provide a better traveling experience for users of the corridors and for those living in the neighborhoods. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1.

ATTACHMENT(S):
2025-26 Pavement Restoration - Slurry Seal Locations.docx

2025/26 Pavement Restoration – Slurry Seal Program Locations

Street Name and Location (Full Width Slurry)		Estimated SY	Actual SY
Ferndale	20th to Narland	786	
Narland	Ferndale to Roosevelt	2196	
Hunziker	Roosevelt to Narland	1271	
Alcott Ave	Todd Dr-Lincoln Way	1156	
Arizona	Ontario St-Ross Rd	2383	
Maryland St	California Ave-Oregon Ave	1589	
Kansas Dr	California Ave-Dead-end	1577	
Arizona	703 Arizona to Phoenix St	1710	
Burnett	16th to 20th	3719	
Blackwood Cir.	Entrance	172	
Clark	20th to 24th	3868	
Melrose	20th to Hunziker	2600	
Harrison	Harrison Cir to Welbeck	6702	
Windfield Dr.	Eisenhower Ave. to Columbine	1496	
Berkshire Ave.	Windfield Dr. to Stone Brooke Rd.	1379	
Brookdale	Windfield Dr. to Stone Brooke Rd.	1244	
Edison St.	Whitney to Carnegie	2139	
15th St.	Grand to Wilson Ave.	1288	
Stone Brooke Rd	Brickman Ave. to Eisenhower Ave.	3756	
TOTAL		**41,031**	

Street Name and Location (Joint Leveling Slurry)		Estimated LF	Actual LF
Various Locations throughout Ames		30,000	
TOTAL		**30,000**	

ITEM #:	**33**
DATE:	**08-11-26**
DEPT:	**ELEC**

COUNCIL ACTION FORM

SUBJECT: VACATION OF ELECTRIC UTILITY EASEMENT AND APPROVAL OF DISCLAIMER OF INTEREST IN REALTY FOR 161KV TRANSMISSION LINE RELOCATED FOR IOWA DEPARTMENT OF TRANSPORTATION

BACKGROUND:

Electric Services has completed the relocation of its 161kV transmission line to accommodate Iowa Department of Transportation (IDOT) highway improvements along Interstate 35 north of Ankeny. These improvements include construction where I-35 crosses NE 158th Ave and NE 142nd Ave and at the I-35 interchange of NE 126th Ave.

The expenses for this relocation will be reimbursed by IDOT under the terms of a reimbursement agreement previously approved by Council and IDOT. **One of the terms of the reimbursement agreement is that the City must approve a Disclaimer of Interest in Realty (DIR), which relinquishes any interest that the City may have in certain prior recorded documents. This DIR relates to a single parcel at NE 126th Ave. in Polk County. The DIR form, along with the two instruments that it references are included as attachments to this Council Action Form.**

On this same parcel, IDOT acquired and recorded in 2023 (on behalf of the City of Ames) a new easement sufficient to accommodate the requested relocation of Ames' transmission line. This 2023 easement partially overlaps an existing easement which must also be vacated. **IDOT does not require vacation of this easement in order to reimburse relocation expenses, but it is not longer needed and should therefore be vacated; this older easement had a final exercise recording date in 2008.**

ALTERNATIVES:

1. Approve the request from IDOT to approve the DIR form and vacation of the 2008 electric utility easement at NE 126th Street and I-35 in Polk County.

2. Do not consider vacation of the electric utility easement and refer this item back to City staff for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

With the new easement recorded in 2023, the City no longer has an interest in the prior 2008 easement to be vacated, or in the warranty deed and easement referenced in the IDOT DIR form. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

ATTACHMENT(S):
IDOT DIR.pdf
DIR Exhibit 1-- Warranty Deed 19393_358.pdf
DIR Exhibit 2-- DIR Easement PH 19393-362.pdf
Easement Vacation -Option -Extenstion-Exercise.pdf

IOWA | DOT

Prepared by & Return To: Allyssa Myers, Right of Way Bureau, 800 Lincoln Way, Ames, IA 50010, 515-239-1757

DISCLAIMER OF INTEREST IN REALTY

County	**Polk**
ROW Project No.	**IMN-035-4(243)95--0E-77**
Const. Project No.	**IM-NHS-035-4(244)95--03-77**
Contract No.	**U-2022-00003741**

City of Ames, a corporation organized and existing under the laws of the State of Iowa, with principal offices located in Ames, Iowa, the Grantee of certain interests and rights in realty described below does hereby disclaim and relinquish all easement rights granted to said corporation in the following described real estate in Polk County, Iowa, to wit:

All that part of the right of way acquired by the State of Iowa for Interstate 35, under Project No. **IMN-035-4(243)95--0E-77**, by the following instruments of record in the Office of the Polk County Recorder, Des Moines, Iowa:

1. **WARRANTY DEED** (Stanley Bay Farm Enterprises, Inc.) (Parcel 13) recorded February 10, 2023, as book19393 and page 358, being two parcels of land located in the S ½ of the SE ¼ of Section 30, Township 81 North, Range 23 West of the 5th P.M., Polk County, Iowa, containing 2.70 acres, more or less.
2. **EASEMENT FOR PUBLIC HIGHWAY** (Stanley Bay Farm Enterprises, Inc.) (Parcel 13) recorded February 10, 2023, as book 19393 and page 362, being a parcel of land located in the SE ¼ of the SE ¼ of Section 30, Township 81 North, Range 23 West of the 5th P.M., Polk County, Iowa, containing 0.13 acre, more or less.

Dated _____

CITY OF AMES, IOWA

By: _____ **(Sign in Ink)**

_____
(Type/Print Name and Title)

STATE OF _____, COUNTY OF _____, ss:

This instrument was acknowledged before me on _____, by _____ as _____ of City of Ames, Iowa.

_____ **(Sign in Ink)**
Notary Public.

(AFFIX NOTARIAL SEAL ABOVE)

Recorded: 2/10/2023 at 8:35:37.0 AM
County Recording Fee: $27.00
Iowa E-Filing Fee: $3.00
Combined Fee: $30.00
Revenue Tax: $0.00
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 202300006428
BK: 19393 PG: 358

IOWA DOT

Prepared by & Return To: Lisa Obrecht, Right of Way Bureau, 800 Lincoln Way, Ames, IA 50010, 515-239-1813
Address Tax Statements: **Tax Exempt-IA Code Sec. 427.1** (Iowa DOT, ROW-Property Management, 800 Lincoln Way, Ames, IA 50010)

WARRANTY DEED
(CORPORATE GRANTOR)

For the consideration of **SEVENTY SIX THOUSAND SIX HUNDRED FIFTY AND NO/I00-----($76,650.00)-----DOLLARS** and other valuable consideration in hand paid by Iowa Department of Transportation, **STANLEY BAY FARM ENTERPRISES, INC.,** a corporation organized and existing under the laws of the State of Iowa, does hereby convey to the **STATE OF IOWA,** the following described real estate and right of access in real estate in Polk County, Iowa:

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

Two (2) parcels of land located in the S½ of the SE¼ of Section 30, Township 81 North, Range 23 West of the 5th P.M., Polk County, Iowa, identified as Parcel "A" and Parcel "B" on Acquisition Plat Exhibit "A", attached hereto, which by this reference is made a part hereof, more particularly described as follows:

Parcel "A"
Commencing at the S¼ corner of said Section 30; thence S89°49'43"E, 1010.80 feet on the south line of the SE¼ of said Section 30 to the existing easterly right of way line of Interstate Route No. 35: thence N00°10'17"E, 60.00 feet on said existing easterly right of way line; thence N89°49'43"W, 300.00 feet on said existing easterly right of way line; thence N59°42'00"W, 113.15 feet on said existing easterly right of way line; thence N30°12'02"W, 50.59 feet on said existing easterly right of way line; thence continuing N30°12'02"W, 406.18 feet on said existing easterly right of way line to the Point of Beginning; thence continuing N30°12'02"W, 249.96 feet on said existing easterly right of way line; thence northwesterly 442.80 feet on said existing easterly right of way line, along a 1086.00 foot radius curve, concave northeasterly, the chord for which bears N18°31'11"W and has a length of 439.74 feet; thence N01°16'16"W, 182.67 feet on said existing easterly right of way line to the north line of the SW¼ of the SE¼ of said Section 30; thence S89°39'56"E, 9.00 feet on said north line; thence S17°42'42"E, 856.16 feet to the Point of Beginning, containing 1.02 acres.

and,

Parcel "B"
Commencing at the S¼ of said Section 30; thence S89°49'43"E, 1160.80 feet on the south line of the SE¼ of said Section 30 to the Point of Beginning: thence N00°10'17"E, 50.00 feet to the existing northerly right of way line of Local Road NE 126th Ave.; thence N86°00'53"W, 150.33 feet on said existing northerly right of way line; thence N89°49'43"W, 300.00 feet on said existing northerly right of way line to the existing easterly right of way line of Interstate Route No. 35; thence N59°42'00"W, 113.15 feet on said existing easterly right of way line; thence N30°12'02"W, 50.59 feet on said existing easterly right of way line; thence S82°47'12"E, 588.97 feet; thence S89°25'32"E, 449.01 feet; thence S00°11'30"W, 85.07 feet to the south line of the SE¼ of said Section 30: thence N89°49'43"W, 460.06 feet on said south line to the Point of Beginning, containing 1.68 acres, of which 0.53 acre is within existing road right of way.

AND

THE FEE SIMPLE TITLE GRANTED IS TO ACCESS RIGHTS DESCRIBED AS FOLLOWS:

All rights of direct access between Local Road NE 126th Avenue and grantor's property abutting thereon in the S½ of the SE¼ of Section 30, Township 81 North, Range 23 West of the 5th P.M., Polk County, Iowa, from Sta. 194+11.92 to Sta. 198+22.00, on the north side.

This deed, a certain easement to Polk County, Iowa, and a certain Electric Line Easement to the City of Ames, Iowa, all executed by the above named grantor, are given in fulfillment of a certain Purchase Agreement dated September 22, 2022, and recorded in the Polk County Recorder's Office on September 26, 2022, at Book 19275, Page 684, except for those terms that survive the execution of this document.

The additional amount of $57,100.00, as agreed to by the aforesaid Agreement, is paid as severance damages to the remaining property and is not subject to real estate transfer tax.

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Section 428A.1.

The corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; and it covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated 6/8, 2022

STANLEY BAY FARM ENTERPRISES, INC.

By: Catherine M Bay (Sign in Ink)
Catherine Bay, President

(AFFIX CORPORATE SEAL ABOVE)

STATE OF Iowa, COUNTY OF Monroe, ss:

This instrument was acknowledged before me on June 8, 2022, by Catherine Bay, as President, respectively of Stanley Bay Farm Enterprises, Inc.

NOTARIAL SEAL IOWA
CHAD R. WEST
COMMISSION NO. 792758
MY COMMISSION EXPIRES
Oct. 20, 2024

Chad (Sign in Ink)
Notary Public.

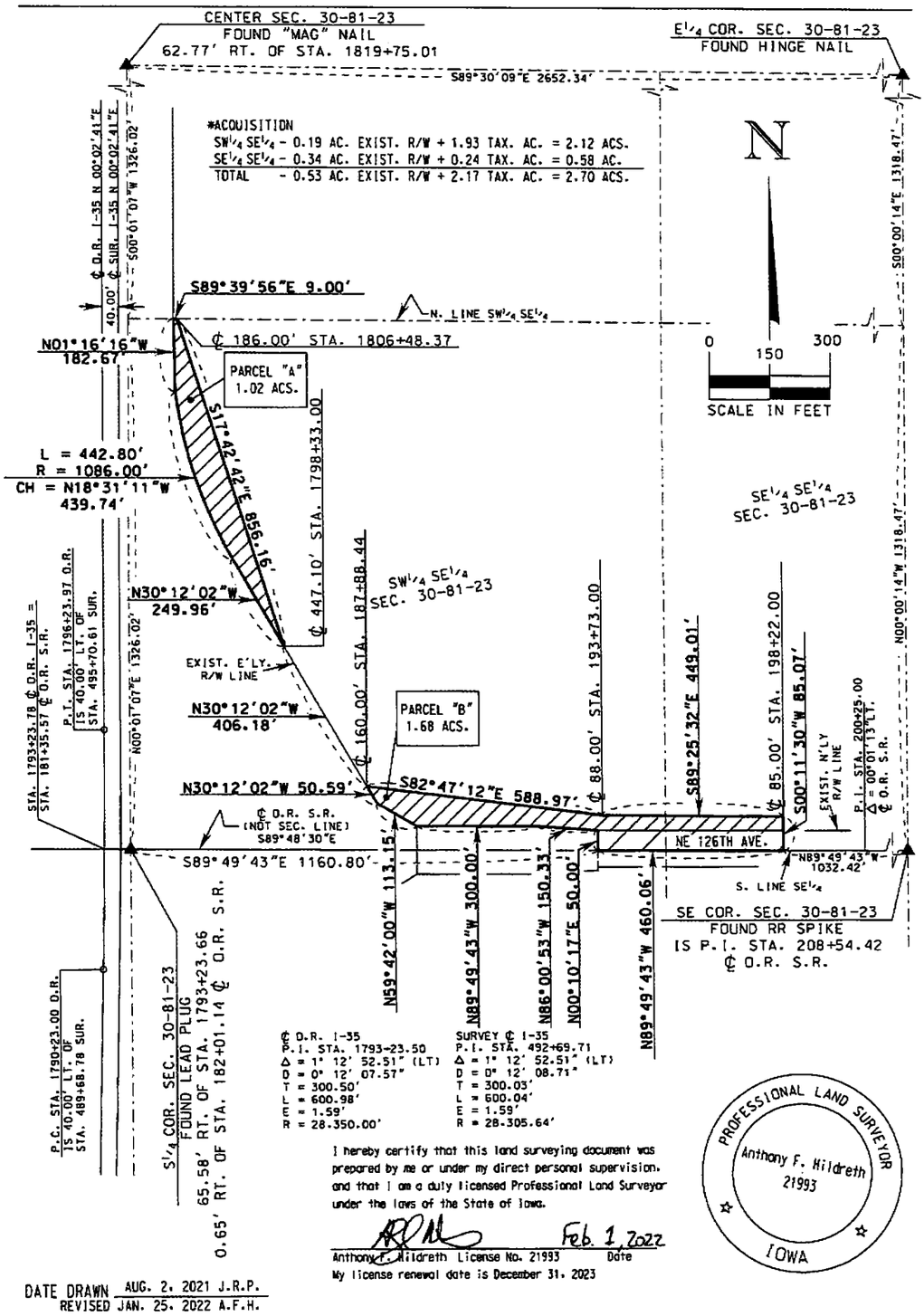
(AFFIX NOTARIAL SEAL ABOVE ▲)

IOWA DEPARTMENT OF TRANSPORTATION

IOWADOT

ACQUISITION PLAT
EXHIBIT "A"

COUNTY POLK STATE CONTROL NO. 77-1600
PROJECT NO. IMN-035-4(243)95--0E-77 PARCEL NO. 13
SECTION 30 TOWNSHIP 81N RANGE 23W
ROW - FEE *2.70 AC. EASE _____ AC. EXCESS - FEE _____ AC
ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ MAIN LINE _____ SIDE
ACQUIRED ACCESS RIGHTS FROM STA. 194+11.92 TO STA. 198+22.00 SIDE ROAD NORTH SIDE
ACQUIRED FROM _____



℄ O.R. I-35
P.I. STA. 1793-23.50
Δ = 1° 12' 52.51" (LT)
D = 0° 12' 07.57"
T = 300.50'
L = 600.98'
E = 1.59'
R = 28,350.00'

SURVEY ℄ I-35
P.I. STA. 492+69.71
Δ = 1° 12' 52.51" (LT)
D = 0° 12' 08.71"
T = 300.03'
L = 600.04'
E = 1.59'
R = 28,305.64'

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

Anthony F. Hildreth License No. 21993 Date: Feb. 1, 2022
My license renewal date is December 31, 2023

PROFESSIONAL LAND SURVEYOR
Anthony F. Hildreth
21993
IOWA

DATE DRAWN AUG. 2, 2021 J.R.P.
REVISED JAN. 25, 2022 A.F.H.

Recorded: 2/10/2023 at 8:36:39.0 AM
County Recording Fee: $22.00
Iowa E-Filing Fee: $3.00
Combined Fee: $25.00
Revenue Tax:
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 202300006429
BK: 19393 PG: 362

IOWA DOT

Prepared by & Return To: Lisa Obrecht, Right of Way Bureau, 800 Lincoln Way, Ames, IA 50010, 515-239-1813
Address Tax Statements: **Tax Exempt-IA Code Sec. 427.2** (Polk County Engineer's Office, 5885 NE 14th Street, Des Moines, IA 50313, 515-286-3705)

EASEMENT FOR PUBLIC HIGHWAY

(CORPORATE GRANTOR)

Grant is to Polk County

For the consideration of **FOUR THOUSAND FIVE HUNDRED FIFTY AND NO/I00-----($4,550.00)-----DOLLARS** and other valuable consideration in hand paid by Iowa Department of Transportation, **STANLEY BAY FARM ENTERPRISES, INC.,** a corporation organized and existing under the laws of the State of Iowa, does hereby grant to **POLK COUNTY, IOWA,** a permanent easement for road purposes and for use as a Public Highway in, to, on, over and across the following described real estate in Polk County, Iowa:

THE EASEMENT GRANTED FOR HIGHWAY PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land in the SE¼ of the SE¼ of Section 30, Township 81 North, Range 23 West of the 5th P.M., Polk County, Iowa, as shown on Acquisition Plat Exhibit "A", attached hereto, which by this reference is made a part hereof, more particularly described as follows:

Commencing at the SE corner of said Section 30; thence N89°49'43"W, 1032.43 feet on the south line of the SE¼ of said Section 30; thence N00°11'30"E, 50.00 feet to the existing northerly right of way line of Local Road NE 126th Avenue, the Point of Beginning; thence continuing N00°11'30"E, 35.07 feet; thence S85°37'23"E, 205.52 feet; thence S44°49'44"E, 28.28 feet to the existing northerly right of way line of Local Road NE 126th Avenue; thence N89°49'43"W, 224.98 feet on said existing southerly right of way line to the Point of Beginning, containing 0.13 acre.

This easement, a certain deed to the State of Iowa, and a certain Electric Line Easement to the City of Ames, Iowa, all executed by the above named grantor, are given in fulfillment of a certain Purchase Agreement dated September 22, 2022, and recorded in the Polk County Recorder's Office on September 26, 2022, at Book 19275, Page 684, except for those terms that survive the execution of this document.

This easement and transfer is exempt from transfer tax. Iowa Code Sec. 428A.2(17).

This easement is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

The corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to grant an easement on the real estate; and it covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated 6/8, 2022

STANLEY BAY FARM ENTERPRISES, INC.

By: Catherine M Bay (Sign in Ink)
Catherine Bay, President

(AFFIX CORPORATE SEAL ABOVE)

STATE OF Iowa, COUNTY OF Monroe, ss:

This instrument was acknowledged before me on June 8, 2022, by Catherine Bay, as President, respectively of Stanley Bay Farm Enterprises, Inc.

NOTARIAL SEAL IOWA
CHAD R. WEST
COMMISSION NO. 792758
MY COMMISSION EXPIRES
Oct. 20, 2024

(Sign in Ink)
Notary Public.

(AFFIX NOTARIAL SEAL ABOVE ▲)

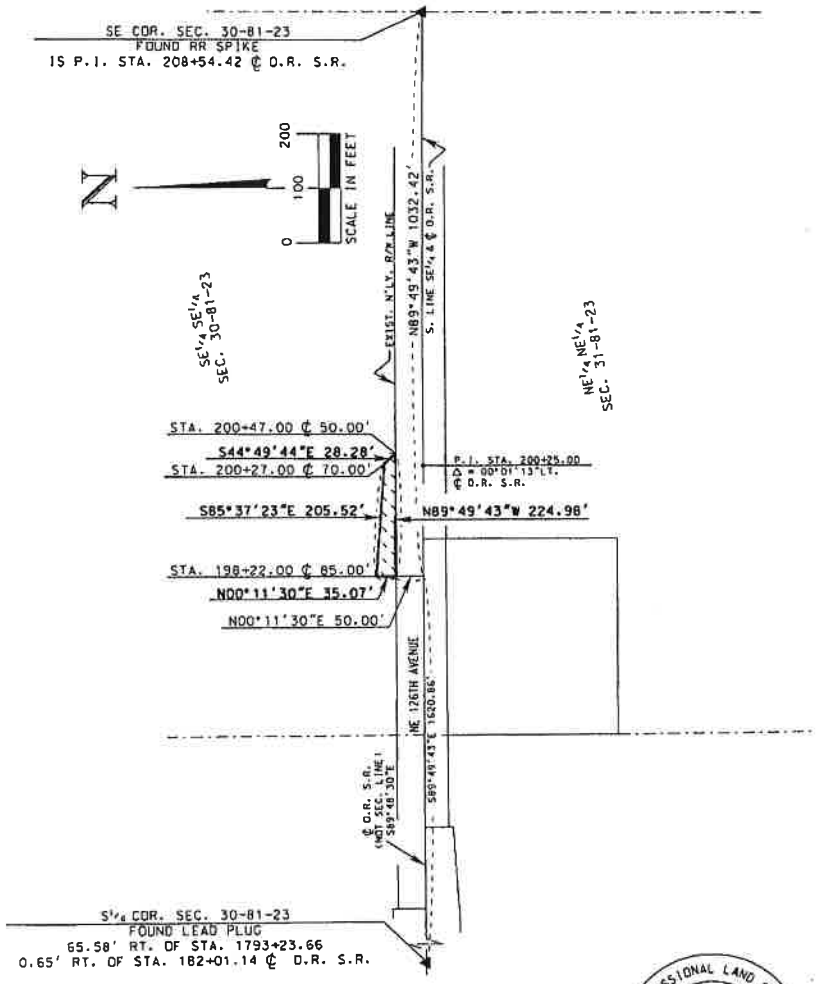
IOWA DEPARTMENT OF TRANSPORTATION

IOWADOT

ACQUISITION PLAT
EXHIBIT "A"

COUNTY POLK STATE CONTROL NO. 77-1600
PROJECT NO. IMN-035-4(243)95--0E-77 PARCEL NO. 13
SECTION 30 TOWNSHIP 81N RANGE 23W
ROW - FEE ____ AC. EASE 0.13 AC. EXCESS - FEE ____ AC
ACQUIRED ACCESS RIGHTS FROM STA. ____ TO STA. ____ MAIN LINE ____ SIDE
ACQUIRED ACCESS RIGHTS FROM STA. ____ TO STA. ____ SIDE ROAD ____ SIDE
ACQUIRED FROM ____

ACQUIRED IN THE NAME OF POLK COUNTY, IOWA



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

Anthony F. Hildreth License No. 21993 Aug 18 2021 Date

My license renewal date is December 31, 2021

PROFESSIONAL LAND SURVEYOR
Anthony F. Hildreth
21993
IOWA

DATE DRAWN AUG. 3, 2021 J.R.P.

7th
Jm
7630

Doc ID: 017143490005 Type: GEN
Recorded: 08/08/2005 at 09:37:17 AM
Fee Amt: $27.00 Page 1 of 5
Polk County Iowa
TIMOTHY J. BRIEN RECORDER
File# 2006-00013982
BK 11215 PG 34-38

RETURN TO:

Prepared by and return to: R. T. Myers-Myers & Associates-515-965-0295
107 N. Ankeny Blvd Suite 2-Ankeny, IA 50021

CITY OF AMES
OPTION FOR ELECTRIC LINE EASEMENT

Tract No.**P-14**

State of Iowa, County of **Polk**

Legal Description:Section 30, T81N, R23W, pages 3 & 4 of 5

OPTION AND EASEMENT

The undersigned owner(s),Stanley Bay Farm Enterprises, Inc., and the undersigned tenant(s), collectively and individually, hereinafter referred to as "Grantor",. in consideration of the sum of FIVE HUNDRED AND NO/100 ($500.00), and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, grant to the **CITY OF AMES,** Iowa, a Municipal Corporation, it's successors and assigns, hereinafter referred to as the City of Ames, the right, at the option of the City of Ames, for and during the period of twenty-four (24) months from the date hereof, to acquire for the further consideration of FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 ($14,500.00), a perpetual right-of-way easement upon, over, under, across, and along the land situated in the County of Polk, State of Iowa, being more specifically described as follows: a tract of ground across the S 1/2 of the SE 1/4 of Section 30, Township 81 North, Range 23 West of the 5th P.M., as shown on the attached plat marked Exhibit A and by this reference made a part hereof. It is further agreed there shall be no wires (anchor/guy) placed in the ground, excepting a ground wire at pole base..

This right-of-way grant is for the purposes of constructing, reconstructing, patrolling, operating, maintaining and removing electric lines to be located on said premises, including the necessary pole structures, wires, and other appurtenances for the transmission and distribution of electric energy and communications, together with the power to extend to any other party the right to use, jointly with the City of Ames, any structure placed pursuant to the terms hereof, such lines to form a part of an electric transmission and distribution system.

The City of Ames shall have the irrevocable right, commencing upon the date of the exercise of this Option, to survey the property, to conduct engineering and associated investigations including, but not limited to, core boring, soil testing, to trim or remove any trees or other vegetation, including crops, growing in said easement area, which, in the judgment of the City of Ames, may interfere with or endanger said electric lines, to install gates to said easement area in the fences on the property of Grantor, the right to remove from the strip of land specifically described herein any obstructions, including buildings and other structures, and of ingress and egress across Grantors' adjoining lands as well as the lands described herein.

In consideration of such grant, the City of Ames agrees that it will repair or pay for any damages which may be caused to crops, fences, or other property by the construction, maintenance or removal of said line to the party damaged Subject to the rights of the City of Ames hereunder, Grantor shall have the right to cultivate, use and occupy the easement area hereinbefore described except that no structure or object, permanent or temporary, shall be erected, no wells shall be drilled, no storage of materials of any kind, nor shall any ground elevation changes be made on said easement area without the written consent of the City of Ames, that no brush or flammable materials shall be deposited or accumulated or burned upon said easement area, and that no act shall be performed which violates the clearance requirements of the National Electrical Safety Code as adopted by the Iowa Utilities Board or it's successor.

Upon exercise of the Option, all the foregoing provisions shall constitute the easement granted to the City of Ames by Grantor.

LICENSE

During the period of the Option granted herein, the City of Ames shall have the irrevocable right, commencing upon the date of the execution of this instrument, to survey the property; to conduct engineering and associated investigations including, but not limited to, core boring and soil testing; to cut down, trim and spray any trees and shrubs growing in or adjacent to the above-described easement area as may be necessary, in the judgment of the City of Ames, to conduct the aforementioned surveys and investigations; and of ingress and egress over said land and adjoining lands of Grantor.

Damages to fences, livestock, crops, or other property of Grantor, their successors and assigns, by the City of Ames while exercising any of the rights granted herein shall be paid by the City of Ames to the party damaged.

EXTENSION OF OPTION

The City of Ames shall have the right, at it's option, to extend the herein granted Option for a period of six months; said extension shall commence immediately upon expiration of the original Option. Consideration for said extension shall be FIVE HUNDRED AND 00/100 ($ 500.00), and shall be payable at the time of such extension.

EXERCISE OF OPTION

The Option granted herein shall be deemed exercised by the City of Ames, and the easement rights agreed upon herein shall be deemed granted, upon the recording of a Notice of Exercise of Option in the office of the Recorder of Deeds in the county in which the property is situated. A copy of the Notice of Exercise of Option shall be deposited in the United States mail in a prepaid sealed envelope addressed to Grantor at their last known address. A check, payable to Grantor in the amount of the further consideration stated above, shall accompany the Notice of Exercise of Option to the Grantor first above named.

TERMINATION OF OPTION

If the City of Ames shall not elect to exercise the Option herein, or shall fail to extend or exercise same within the time(s) hereinbefore provided, the Option shall terminate without further action and all rights granted hereunder shall become null and void.

Signed, sealed, and delivered this 22nd day of July, 2005

By Catherine M. Bay By

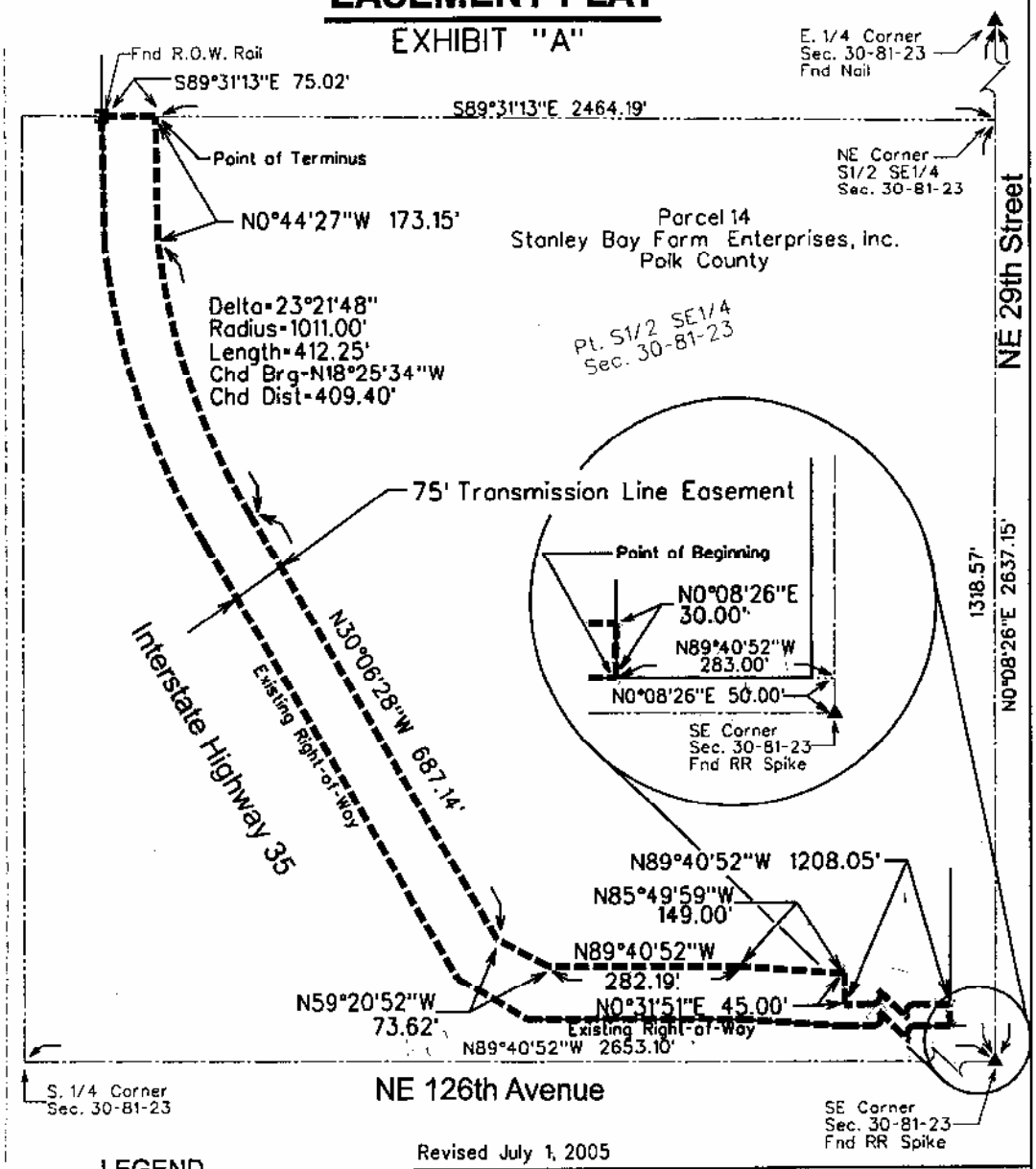
Pres. Stanley Bay Bay Enterprises Inc

Catherine M. Bay, President

By By

EASEMENT PLAT

EXHIBIT "A"



Revised July 1, 2005

LEGEND

Survey	Found
Fnd IDOT R.O.W. Rail	
Fnd Monument as Noted	
Section Line	
1/4 Section Line	
1/4 1/4 Section line	
Centerline	
Easement Line	

0 200

SCALE (FEET)

LICENSED LAND SURVEYOR
Dave L. Joens
11579
IOWA

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

Dave L. Joens, PLS Date

License Number 11579

My License Renewal Date is December 31, 2006

Pages or sheets covered by this seal:

Sheets 1 and 2

POLK COUNTY - PARCEL 14

CITY OF AMES TRANSMISSION LINE EASEMENT PLAT

SHEET	1 OF 2
PN:	104.0899
FN:	A-1725
DATE:	04/15/05
TECH:	JCC

SNYDER & ASSOCIATES
Engineers and Planners
501 S.W. ORALABOR ROAD
ANKENY, IA 50021 (515) 964-2020

J:\2004_Projects\104.0899\Cadd\Easement Plats\Polk Parcel14.eas
7/6/2005
JCC

EASEMENT PLAT

EXHIBIT "A"

Transmission Line Easement Description

A Part of the South 1/2 of the Southeast 1/4 of Section 30, Township 81 North, Range 23 West of the 5th P.M., Polk County, Iowa lying east of Interstate Highway 35 right-of-way, North of NE 134th Street right-of-way and west and south of the following described line:

Commencing at the Southeast corner of said Section 30; Thence North 00°08'26" East along the east line of said Southeast 1/4, a distance of 50.00 feet; Thence North 89°40'52" West along the north right-of-way of said NE 134th Street, 283.00 feet to the Point of Beginning; Thence North 00°08'26" East, 30.00 feet; Thence North 89°40'52" West, 1208.05 feet; Thence North 00°31'51" East, 45.00 feet; Thence North 85°49'59" West, 149.00 feet; Thence North 89°40'52" West, 282.19 feet; Thence North 59°20'52" West, 73.62 feet; Thence North 30°06'28" West, 687.14 feet; Thence Northwesterly along a curve concave Northeasterly whose radius is 1011.00 feet, whose arc length is 412.25 feet and whose chord bears North 18°25'34" West, 409.40 feet; Thence North 00°44'27" West, 173.15 feet to a point on the north line of said South 1/2 of the Southeast 1/4 and to the Point of Terminus. Easement contains 3.99 Acres (173,993 S.F.).

POLK COUNTY - PARCEL 14

CITY OF AMES TRANSMISSION LINE EASEMENT PLAT

SNYDER & ASSOCIATES
Engineers and Planners
501 S.W. ORALABOR ROAD
ANKENY, IA 50021 (515) 964-2020

SHEET	2 OF 2
PN:	104.0899
FN:	A-1725
DATE:	04/15/05
TECH:	JCC

J:\2004_Projects\104.0899\Cadd\Easement Plats\Polk Parcel14.cos
7/6/2005
JCC

STATE OF _____ COUNTY OF _____

This instrument was acknowledged before me on _____, _____

by _____

_____

_____, Notary Public

STATE OF IOWA COUNTY OF POLK

This instrument was acknowledged before me on JULY 22, 2005, by

CATHERINE M. BAY as

PRESIDENT of STANLEY BAY FARM ENTERPRISES, INC.

RICHARD E. LOWRY
Commission Number 142352
My Commission Expires
2-12-2008

Richard E. Lowry, Notary Public

7
TV
6196

Doc ID: 020087880001 Type: GEN
Recorded: 07/05/2007 at 02:47:16 PM
Fee Amt: $7.00 Page 1 of 1
Revenue Tax: $0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2008-00001420
BK 12272 PG 884

RETURN TO:

Prepared by and return to:
R. T. Myers, Myers & Associates, 4512 49th Street, Des Moines, Iowa 50310 515-278-5860

CITY OF AMES
EXTENSION OF OPTION

The City of Ames, Iowa, hereby extends for a period of six months the Option for Electric Line Easement given to the City of Ames, Iowa from Stanley Bay Farm Ent, dated the 22nd day of July, 2005, filed of record the 8th day of August, 2005, and recorded in Book 11215 at Page 34-38 of the Polk County Recorder's Office.

This Extension is made pursuant to the Option for Electric Line Easement referenced above and shall extend from the date set forth in the current Option, and is made upon additional payment to the landowners of Five Hundred and no/100 Dollars ($500.00).

CITY OF AMES, IOWA

By: Lynden C. Cook
Printed Name: Lynden C. Cook

STATE OF IOWA :
: ss
COUNTY OF POLK :

This instrument was acknowledged before me on June 22, 2007 by Lynden C. Cook as representative of the City of Ames, Iowa.

PASprong
Printed Name: PATRICIA A. SPRONG
Notary Public for the State of Iowa

PATRICIA A SPRONG
Notarial Seal - IOWA
Commission No. 725152
My Commission Expires 10/2/09

Doc ID: 020715600001 Type: GEN
Recorded: 01/09/2008 at 09:01:15 AM
Fee Amt: $7.00 Page 1 of 1
Revenue Tax: $0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2008-00053034
BK 12505 PG 519

PLEASE RETURN TO: RETURN TO:
R. T. MYERS, MYERS & ASSOCIATES, 4512 49TH ST., DES MOINES, IA 50310

NOTICE OF EXERCISE OF OPTION

KNOW ALL MEN BY THESE PRESENTS:
On this 27th day of December, 2007, the City of Ames, Iowa, by the recording of this instrument exercises it's option to a perpetual right-of-way easement, granted by Stanley Bay Enterprises, Inc. to the City of Ames, Iowa, in and pursuant to an instrument, titled, Option for Electric Line Easement, dated the 22nd day of July, 2005, recorded in /as Book 11215 Page 34-38 in the office of the recorder of deeds for Polk County, Iowa.

The undersigned hereby certifies that the further consideration expressed in the aforesaid Option instrument has been paid to Grantor(s) in the manner provided for in said Option instrument.

Dated this 27th day of December, 2007.

CITY OF AMES, IOWA

By Lyndon C Cook

Printed Name Lyndon C. Cook

STATE OF IOWA :
:ss
COUNTY OF Polk :

This instrument was acknowledged before me on December 28, 2007, by Lyndon C. Cook, as Representative of the City of Ames, Iowa.

PA Sprong

Printed Name Patricia A. Sprong
Notary Public in and for the State of Iowa

PATRICIA A SPRONG
Notarial Seal - IOWA
Commission No. 725152
My Commission Expires 10/12/09