AGENDA

REGULAR MEETING OF THE AMES CITY COUNCIL

COUNCIL CHAMBERS - CITY HALL

AUGUST 25, 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.

PROCLAMATION:

1. Proclamation for "Water and Wastewater Workers Week," August 23-29, 2026

PRESENTATION:

2. Ames Event Center Presentation by Discover Ames

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.

3. Motion approving payment of claims
4. Motion approving Report of Change Orders for period of August 1-15, 2026
5. Motion approving Summary of Minutes of the Regular City Council Meeting on August 11, 2026, and Special City Council Meeting on August 18, 2026.
6. Motion approving new 5-Day (September 13-17, 2026) Class C Retail Alcohol License with Outdoor Service - Hy-Vee #2, 1407 University Boulevard
7. Motion approving new 5-Day (September 26-30, 2026) Special Class C Retail Alcohol

License with Outdoor Service - Hy-Vee #2, 1407 University Boulevard

8. Motion approving new 5-Day (October 3-7, 2026) Special Class C Retail Alcohol License with Outdoor Service - Hy-Vee #2, 1407 University Boulevard

9. Motion approving new 5-Day (October 31-November 4, 2026) Special Class C Retail Alcohol License with Outdoor Service - Hy-Vee #2, 1407 University Boulevard

10. Motion approving the renewal of the following Alcohol Licenses:
    a. Cyclone Liquors, 626 Lincoln Way, Class E Retail Alcohol License
    b. Whiskey River, 132-134 Main Street, Class C Retail Alcohol License with Catering Privilege
    c. Wallaby's Bar and Grille, 2733 Stange Road, Class C Retail Alcohol License with Outdoor Service
    d. Kwik Stop Liquor & Groceries, 125 6th Street, Class E Retail Alcohol License

11. Requests for the Ames Public Library Family Farm Festival with Author Jill Esbaum on Saturday, September 19, 2026:
    a. Motion approving blanket Temporary Obstruction Permit
    b. Motion approving blanket Vending License
    c. Resolution approving closure of Douglas Avenue from 5th Street to 6th Street, including the closure of 17 metered parking spaces, between 8:00 a.m. and 1:00 p.m. on September 19, 2026
    d. Resolution approving waiver of fee for blanket Vending License
    e. Resolution approving waiver of parking meter fees

12. Resolution approving Encroachment Permit for sign located at 400 Main Street - Studio 13

13. Resolution amending FY 2026/27 outside funding request contract with Ames Regional Economic Alliance for Campustown activities

14. Resolution approving special funding request for FY 2026/27 from The Arc of Story County

15. Lime Sludge Disposal Contract:
    a. Resolution accepting year three of the five-year Lime Sludge Disposal Contract as completed by Wulfekuhle Injection and Pumping, of Peosta, IA, in the amount of

$302,635.49

b. Resolution awarding year four of the five-year Lime Sludge Disposal Contract to Wulfekuhle Injection and Pumping, of Peosta, IA, in an amount not-to-exceed $392,140

16. Resolution approving one-year (November 1, 2026, through October 31, 2027) renewal agreement for a Transportation Data & Analytics Subscription Service with StreetLight Data, Inc., of San Francisco, CA, in an amount not to exceed $72,000

17. Resolution approving IDOT Detour Agreement for US 30 Pavement Project

18. Resolution approving Professional Services Agreement with McClure Engineering Company, of Clive, IA, for the 2026/27 Sanitary Sewer Extension: North Growth East West Sanitary Sewer project, in an amount not to exceed $100,060

19. Resolution approving preliminary plans and specifications for the construction of the Ames Animal Services Facility, setting September 30, 2026, as the bid due date and October 13, 2026, as the date of Public Hearing

20. Resolution approving preliminary plans and specifications for the Water Treatment Plant Split Treatment Modifications Project, setting September 23, 2026, as bid due date and October 13, 2026, as date of public hearing

21. Resolution awarding contract to Travis Body & Trailer, of Houston, TX, for the purchase of seven walking floor solid waste trailers in the amount of $942,585

22. Resolution approving Change Order No. 4 with Petrotech Inc., of New Orleans, LA, for Combustion Turbine Controls Upgrade in the amount of $10,039.81 (inclusive of sales tax)

23. Resolution accepting CyRide's 2025 Facility Fire Protection Improvement Project Closeout as completed by Henkel Construction Company, of Ames, IA, and releasing retainage in the amount of $12,415.52

24. Water Treatment Plant Well Rehabilitation Program:
    a. Resolution accepting year four of the five-year Water Plant Well Rehabilitation Contract as completed by Northway Well and Pump Company, of Waukee, IA, in the amount of $126,472.94.

b. Resolution awarding year five of the five-year Water Plant Well Rehabilitation Contract to Northway Well and Pump Company, of Waukee, IA, in the amount of $98,613.48 for mobilization and rehabilitation of three wells in FY 2026/27

25. Fitch Family Indoor Aquatic Center:
    a. Resolution accepting completion of the contract for bid package 22-1 (Plumbing & HVAC) with Brockway Mechanical & Roofing Co. Inc., of Des Moines, IA, for the Fitch Family Indoor Aquatic Center, in the amount of $4,308,269
    b. Resolution approving partial release of retainage for bid package 26-1 (Electrical, Communications, Electronic Safety & Security) with Van Maanen Electric, Inc., of Newton, IA, reducing the contract retainage to $14,000 for the Fitch Family Indoor Aquatic Center
26. Resolution approving Minor Final Plat for Northridge Heights 20th Addition
27. Resolution approving Plat of Survey for 999 E 190th and 6494 Arrasmith Trail in Rural Story County
28. Tabor Ridge Final Plat:
    a. Resolution approving the Major Final Plat for Tabor Ridge
    b. Resolution accepting the Public Improvements Agreement

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.

ORDINANCES:

29. Building and Fire Code Discussion
    a. First reading of ordinance
30. Second reading of ordinance revising *Municipal Code* Chapter 14 requested by Ames Human Relations Commission

ADMINISTRATION:

31. Resolution approving City Council Data Center Study Committee Plan
32. Resolution appointing an interim City Attorney for the City of Ames

33. Staff Report on Impacts of SF 2472 related to Property Taxes and Development Incentives
    a. Presentation on Tax Increment Financing and Abatement Incentive Programs
    b. Review the impacts of SF 2472 with suggested actions
    c. Consideration of staff recommended strategies
34. Staff Report on FY 2025/26 Climate Action Plan Update

FINANCE:

35. Resolution fixing a date for public hearing on proposal to enter into an Electric Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $53,930,000
36. Resolution approving the sale and issuance of General Obligation Corporate Purpose Bonds, Series 2026C, and providing for the Levy of Taxes to pay the same

PUBLIC WORKS:

37. Staff Report on Residential Curbside Recycling Collection in Alleys
    a. Motion directing staff

HEARINGS:

38. Hearing on 2025/26 Asphalt Street Pavement Improvements (Hillcrest Ave, Ellis St, Kentucky Ave, Illinois Ave, Indiana Ave, Oklahoma Dr, and Delaware Ave) project:
    a. Motion accepting report of bids
    b. Resolution approving final plans and specifications and awarding contract to Manatt's, Inc., of Ames, IA in the amount of $4,513,414.65

DISPOSITION OF COMMUNICATIONS TO COUNCIL:

REPORT OF GOVERNING BODY:

39. 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. 4

MEMO

To: Mayor & City Council

From: Renee Hall, City Clerk

Date: August 25, 2026

Subject: Report of Contract Change Orders

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

ATTACHMENT(S):
Change Order Report - August 1-15, 2026.docx

REPORT OF
CONTRACT CHANGE ORDERS

Period:	☒	**1st – 15th**
	☐	**16th – End of Month**
Month & Year:	**August 2026**	
For City Council Date:	**August 25, 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)
Electric Services	MISO Generator Interconnection Application	1	$277,000.00	Midcontient Independent Systems	$0.00	$600.00	C. Spence	AM
Public Works	Duff Avenue Corridor Study	1	$100,000.00	Foth Infrastructure and Environment	$0.00	$18,000.00	D. Pregitzer	KS
			$		$	$		
			$		$	$		
			$		$	$		
			$		$	$		

Item No. 5

MEMO

To: Mayor & City Council

From: City Clerk's Office

Date: August 25, 2026

Subject: Approval of Minutes

Attached for the City Council's review are the minutes from the Regular City Council Meeting on August 11, 2026, and Special City Council Meeting on August 18, 2026.

ATTACHMENT(S):
C26-0811.pdf
C26-0818.pdf

SUMMARY MINUTES OF THE REGULAR MEETING
OF THE AMES CITY COUNCIL

AMES, IOWA **AUGUST 11, 2026**

The Regular Meeting of the Ames City Council was called to order by Mayor John Haila at 5:59 p.m. on the 11th day of August, 2026, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. Present were Council Members Gloria Betcher, Amber Corrieri, Rachel Junck, and Anita Rollins. *Ex officio* Trey Anderson was also present. Council Members Bronwyn Beatty-Hansen and Tim Gartin joined the meeting electronically.

PROCLAMATION FOR "SENIOR VARIETY SHOW'S 30TH ANNIVERSARY," AUGUST 14-15, 2026: Mayor Haila proclaimed August 14-15, 2026, as the "Senior Variety Show's 30th Anniversary." The proclamation noted that the mission of the Senior Variety Show was to celebrate aging, promote the ongoing contributions of seniors, and encourage seniors to connect with their communities. The proclamation was accepted by Senior Variety Show representatives.

CONSENT AGENDA: Moved by Corrieri, seconded by Betcher, to approve the Consent Agenda less Item No. 24(a).

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 NO. 26-498 approving revisions to ASSET Policies and Procedures
12. RESOLUTION NO. 26-499 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 NO. 26-500 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 NO. 26-501 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 NO. 26-502 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 NO. 26-503 awarding contract to Country Landscapes, of Ames, IA, for Maxwell Avenue Retaining Wall Replacement in the amount of $129,800
17. RESOLUTION NO. 26-504 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 NO. 26-505 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 NO. 26-506 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 NO. 26-507 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

* . **ADDITIONAL ITEM** RESOLUTION NO. 26-520 approving contract and bond for 2025/26 Low Point Drainage Improvements Program to JC Midwest Services, of St. Charles, IA, in the amount of $174,637

21. RESOLUTION NO. 26-508 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 NO. 26-509 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 NO. 26-510 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 NO. 26-511 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

* . **AMENDED ITEM** RESOLUTION NO. 26-512 approving Domani I Supplemental Development Agreement for Cottonwood Road Extension

24. Domani Subdivision:
    a. ~~Resolution approving Domani I Supplemental Development Agreement for Cottonwood Road Extension~~
    b. RESOLUTION NO. 26-513 approving Major Final Plat on Domani Third Addition
    c. RESOLUTION NO. 26-514 accepting Public Improvement Agreement and Security on Domani Third Addition
    d. RESOLUTION NO. 26-515 approving Supplemental Agreement for the Construction of a Trail on Domani Third Addition

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

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

Tana Moorhead, U.S. Small Business Administration (SBA) Office of Disaster Recovery and Resilience, explained that the SBA had field staff in Iowa to serve the community following a disaster declaration arising from flooding and severe storms that occurred July 2nd through 4th. She noted that the SBA offered a disaster low-interest loan program for individuals, homeowners, renters, small businesses, non-profit organizations, and faith-based organizations that had sustained physical damages. She reported that the Disaster Loan Outreach Center in Polk County would be closing on Wednesday, August 19th, but that applications for assistance would be accepted until September 21st.

Gene Saienga voiced concerns about stormwater infrastructure along Stonebrook Road. He cited long-standing capacity issues with culverts under Harrison Road immediately north of homes in the neighborhood, noting that larger runoff volumes have frequently overwhelmed the system. He requested that a study be conducted as soon as possible.

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

UPDATE ON ROUNDABOUT IMPROVEMENTS AT G.W. CARVER AND CAMERON SCHOOL ROAD: Public Works Director Justin Clausen presented the update on the roundabout improvements at G.W. Carver Avenue and Cameron School Road, explaining that the City Council was being asked to provide direction on the type of intersection treatment to pursue, along with authorization for a grant application depending on the option selected.

Mayor Haila opened the Public Input.

Kurt Friedrich, Friedrich Companies, addressed the City Council as the developer of the project. He noted that the roundabout at this intersection had first been discussed in 2017 and expressed his concurrence with staff's recommendation of Option 1, stating that clarity on the intersection treatment would allow all parties to move forward with their respective projects.

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

Moved by Betcher, seconded by Corrieri, to approve Option 1: Roundabout (Alternative A).
Vote on Motion: 6-0. Motion declared carried unanimously.

COUNCIL DISCUSSION OF STUDY COMMITTEE TO EVALUATE ENVIRONMENTAL IMPACTS OF DATA CENTERS: Mayor Haila opened the discussion, noting that at the previous meeting the City Council had voted to form a group of individuals with expertise to provide input on environmental questions related to data centers. During discussion, it was determined that Council Members Betcher and Beatty-Hansen, alongside *ex officio* Anderson, would serve on a subcommittee that would report back to the City Council at a later date regarding recruitment and selection of study committee members, scope of work, and timeline.

REQUEST TO INITIATE PLAN 2040 LAND USE DESIGNATION AMENDMENT FOR 300 AIRPORT ROAD: Mayor Haila reported that the applicant was no longer seeking a land use designation change and that a request had recently been submitted to withdraw their application.

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: Parks and Recreation Director Keith Abraham, alongside Story Construction Director of Operations Russ Lewton, explained that Change Order No. 3 represented a close-out of Story Construction's Construction Management Services contract for the Fitch Family Indoor Aquatic Center. Director Abraham reported that Story Construction had estimated a total overrun of approximately $298,000 on the project and was voluntarily foregoing $166,000 of that overrun, acknowledging responsibility for some of the associated delays, and requesting reimbursement for only $132,270.

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

Moved by Betcher, seconded by Corrieri, to adopt RESOLUTION NO. 26-516 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.
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

AMES ANIMAL SERVICES FACILITY PROJECT: Police Chief Geoff Huff, alongside City Manager Brian Phillips and Invision Architecture representatives Brett Van Zee and Sean Davies, presented an update on the Ames Animal Services Facility Project. The presentation included floor plans, 3-D renderings, project timeline, and a budget discussion including add alternates.

The Public Input was opened by Mayor Haila.

Max Rothschild, Ames Animal Shelter volunteer, requested that the City Council commit City funding to cover contingencies and add-on options for the project. Mr. Rothschild highlighted the community's robust support, evidenced by $4.7 million in private donations, and suggested the City's contribution should match this enthusiasm.

Kathy Parsons, Ames Animal Shelter volunteer, echoed Mr. Rothschild's comments and expressed willingness to pay higher taxes to support the project.

Jennifer Hubbs, Ames Animal Shelter volunteer, shared that she regularly brought youth from the Boys and Girls Club to volunteer at the shelter. She noted that community cat room space was constrained and urged the City Council to find the funds needed to include the “catio” in the project.

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

Moved by Rollins, seconded by Betcher, to approve Alternative No. 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.
Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Junck, seconded by Corrieri, to direct staff to investigate potential additional sources of funding for the Ames Animal Services Facility Project.
Vote on Motion: 6-0. Motion declared carried unanimously.

Council Member Beatty-Hansen exited the meeting.

RESOLUTION APPROVING REQUEST FROM INTERFRATERNITY COUNCIL TO USE GOLF CARTS ON DESIGNATED CITY STREETS FOR FORMAL RECRUITMENT ON AUGUST 14-20, 2026: Chief Huff introduced the item, noting that the Interfraternity Council (IFC) from Iowa State University (ISU) had formally requested permission to use golf carts during formal recruitment week, which would take place the week before the start of classes and serve approximately 750 students. Chief Huff acknowledged that golf carts have likely been used for this purpose for many years without formal authorization and expressed no concerns with approving the request.

Mayor Haila opened the Public Input.

Aaron Verdun from ISU IFC and Zoey Lohse from ISU Collegiate Panhellenic Council addressed the City Council, emphasizing accessibility as the primary goal of the golf carts, particularly for students with limited mobility. They also noted that water distribution was a key secondary purpose, and that the golf carts were substantially safer than university vans given the volume of foot traffic during recruitment.

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

Moved by Betcher, seconded by Corrieri, to adopt RESOLUTION NO. 26-517 approving request from Interfraternity Council to use golf carts on designated City streets for formal recruitment on August 14-20, 2026.
Roll Call Vote: 5-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

FIRST READING OF ORDINANCE REVISING *MUNICIPAL CODE* CHAPTER 14 REQUESTED BY AMES HUMAN RELATIONS COMMISSION: City Attorney Mark Lambert explained that the version of the ordinance attached to the Council Action Form had inadvertently carried a draft watermark. Additionally, the word "Commission" had been omitted in error. Both issues had been corrected and the updated ordinance was emailed to Council Members prior to the meeting.

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

Moved by Betcher, seconded by Rollins, to pass on first reading an ordinance revising *Municipal Code* Chapter 14 requested by Ames Human Relations Commission, with the aforementioned amendments.
Roll Call Vote: 5-0. Motion declared carried unanimously.

HEARING ON 2025/26 PAVEMENT RESTORATION - SLURRY SEAL PROGRAM: Director Clausen was present to answer questions.

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

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

- Accept the report of bids.
- Adopt RESOLUTION NO. 26-518 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.

Roll Call Vote: 5-0. Motion/Resolution declared carried/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

(CONTINUED FROM JULY 28TH CITY COUNCIL MEETING): Director of Electric Services Donald Kom was present to answer questions.

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

Moved by Betcher, seconded by Corrieri, to adopt RESOLUTION NO. 26-519 approving vacation of Electric Utility easement and approval of Disclaimer of Interest in Realty.
Roll Call Vote: 5-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

DISPOSITION OF COMMUNICATIONS TO COUNCIL: Mayor Haila noted that there were five items for consideration. A request for additional accessible parking at the Library from Kathy Bever was the first item.

Moved by Betcher, seconded by Corrieri, to request a memo from staff.
Vote on Motion: 5-0. Motion declared carried unanimously.

The second item was a request for payment reimbursement from a sewer break from Steve Bock.

Moved by Betcher, seconded by Rollins, to request a memo from staff.
Vote on Motion: 5-0. Motion declared carried unanimously.

A request regarding silencing train whistles and installing horns at the north/south rail lines from Scott Ripperger was the third item.

Moved by Betcher, seconded by Rollins, to request a memo from staff.
Vote on Motion: 5-0. Motion declared carried unanimously.

The fourth item was a request for clean-up and enforcement of the *Municipal Code* in Campustown from Luke Jensen.

Moved by Betcher, seconded by Corrieri, to direct staff to investigate potential violations of the *Municipal Code* in Campustown.
Vote on Motion: 5-0. Motion declared carried unanimously.

A request regarding the Ames Event Center from Kevin Bourke was the final item.

Moved by Corrieri, seconded by Rollins, to request a memo from staff.
Vote on Motion: 5-0. Motion declared carried unanimously.

Moved by Betcher, seconded by Corrieri, to place the item on the August 25, 2026, Regular Meeting of the Ames City Council agenda.
Vote on Motion: 5-0. Motion declared carried unanimously.

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

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

ADJOURNMENT: Moved by Betcher, seconded by Rollins, to adjourn the meeting at 7:49 p.m.
Vote on Motion: 5-0. Motion declared carried unanimously.

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

_____
Renee Hall, City Clerk

MINUTES OF THE CITY COUNCIL RETREAT

AMES, IOWA **AUGUST 18, 2026**

The Special Meeting of the Ames City Council was called to order by Mayor John Haila at 5:15 p.m. on the 18th day of August 2026 in the Water Treatment Plant Conference Room, 1800 East 13th Street. City Council Members present were Gloria Betcher, Amber Corrieri, Tim Gartin, Bronwyn Beatty-Hansen, and Anita Rollins. *Ex officio* Trey Anderson was also present. Council Member Rachel Junck joined the meeting electronically. City Manager Steven Schainker, Assistant City Manager Brian Phillips, and Assistant City Manager Pa Vang Goldbeck were also present.

CONSENT AGENDA: Moved by Corrieri, seconded by Rollins, to approve the Consent Agenda.

1. RESOLUTION NO. 26-521 approving contract for R3C Bid Package No. 14-1 Elevator Lift Work to TK Elevator Corporation, of Atlanta GA, in the amount of $109,800

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

COUNCIL GOALS AND PRIORITIES UPDATE SESSION: Mayor Haila welcomed those present to this mid-year update. The City Council reviewed the adopted City Council values. Assistant City Manager Pa Vang Goldbeck invited the City Council to share what has gone well for the City Council and what could be improved this year.

Assistant City Manager Goldbeck reviewed the status of the adopted Goals and Tasks. The City Council discussed the communication received from Discover Ames at the most recent regular City Council meeting regarding the Ames Event Center proposal. Mayor Haila stated that the request from Discover Ames was to make a presentation to the City Council to clarify the request and answer questions about the Ames Event Center.

City Manager Steve Schainker led the City Council through a discussion of prioritizing the major projects under consideration by the City Council. The projects included the Indoor Recreation Center, Downtown Parking Ramp, Ontario Park Improvements, Ames Event Center, and Corridor Beautification.

City Manager Schainker explained that user groups for the Indoor Recreation Center must be consulted as part of the feasibility study. The work on the Downtown Parking Ramp will be occurring over the next two years as part of the federal grant-funded project. The current fiscal year budget has funds allocated to initiate improvements at Ontario Park and allow time for users to form opinions about future use. The Event Center project requires more information about the approach to the project. The Corridor Beautification project involves smaller-scale maintenance modifications and coordination with Iowa State University (ISU) and the Iowa Department of Transportation.

Council Member Corrieri stated her opinion that the Ontario Park project could be moved further down the list of priorities since there was work underway to install preliminary improvements. Mayor Haila noted the same could be true of the Parking Ramp project since it was underway through the federal grant and would take two years to study and conceptually design.

Council Member Gartin expressed interest in developing a program to incentivize improvements in Campustown through the use of tax incentives. Mayor Haila suggested that this topic be revisited during the City Council Goal-Setting Session in January.

Mayor Haila reviewed communication and engagement efforts during the past year and asked how these efforts could be improved upon. Council Member Gartin stated that he was concerned about the current state of the relationship between ISU and the City. He suggested that the City Council invite ISU administration officials to a social gathering.

Moved by Beatty-Hansen, seconded by Corrieri, to request a staff report on a future agenda about automated license plate recognition cameras and other types of cameras in the City and the policies regarding how video and data storage are handled.
Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Gartin, seconded by Betcher, to direct staff to inquire with ISU and Story County with respect to the location of Flock cameras within the city limits of Ames and how long they have been in place.
Vote on Motion: 6-0. Motion declared carried unanimously.

Assistant City Manager Goldbeck reviewed data regarding the length of City Council meetings since January.

COUNCIL COMMENTS: Council Member Betcher noted that she, Council Member Beatty-Hansen, and *ex officio* Anderson met to discuss their data center task and the item will be on the agenda for August 25th. Council Member Rollins reminded the City Council of the Neighborhood Connection event tomorrow at Hira Park.

ADJOURNMENT: Moved by Betcher, seconded by Corrieri, to adjourn the meeting at 7:54 p.m.
Vote on Motion: 6-0 Motion declared carried unanimously.

_____ _____

Brian Phillips, Assistant City Manager John A. Haila, Mayor

_____

Renee Hall, City Clerk

Item No. 6

MEMO

To: Mayor and City Council

From: Taylor Swanson, Deputy City Clerk

Date: August 25, 2026

Subject: New 5-Day (September 13-17, 2026) 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 13-17, 2026) Class C Retail Alcohol License with Outdoor Service - Hy-Vee #2, 1407 University Boulevard.

ATTACHMENT(S):
2026 0913-0917 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: 13-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 patio area for guests only. Alcohol is served at bar inside patio entrance. Main entrance is through a different door in front of building.

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: 12-Aug-2026

Item No. 7

MEMO

To: Mayor and City Council

From: Taylor Swanson, Deputy City Clerk

Date: August 25, 2026

Subject: New 5-Day (September 26-30, 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 26-30, 2026) Special Class C Retail Alcohol License with Outdoor Service - Hy-Vee #2, 1407 University Boulevard.

ATTACHMENT(S):
2026 0926-0930.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: 26-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 in patio for paid guests only. Entrance of event is through front doors, but entrance to the patio is near bar.

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

Attestation Date: 05-Aug-2026

Item No. 8

MEMO

To: Mayor and City Council

From: Taylor Swanson, Deputy City Clerk

Date: August 25, 2026

Subject: New 5-Day (October 3-7, 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 (October 3-7, 2026) Special Class C Retail Alcohol License with Outdoor Service - Hy-Vee #2, 1407 University Boulevard.

ATTACHMENT(S):
2026 1003-1007 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: 03-Oct-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 patio area only for paid guests. Entrance to event is at front door, entrance to patio only near bar area.

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. 9

MEMO

To: Mayor and City Council

From: Taylor Swanson, Deputy City Clerk

Date: August 25, 2026

Subject: New 5-Day (October 31-November 4, 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 (October 31-November 4, 2026) Special Class C Retail Alcohol License with Outdoor Service - Hy-Vee #2, 1407 University Boulevard.

ATTACHMENT(S):
2026 1031-1104 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: 31-Oct-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:

Enclosed patio area for paid guests only. Entrance to event is through the front door. Entrance to patio is through the bar.

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

CITY OF ames

MEMO

To: Mayor John Haila and Ames City Council Members

From: Major Jason Tuttle, Ames Police Department

Date: August 25, 2026

Subject: Alcohol License Renewals

The following licenses are eligible for renewal:

a. Cyclone Liquors, 626 Lincoln Way, Class E Retail Alcohol License
b. Whiskey River, 132-134 Main Street, Class C Retail Alcohol License with Catering Privilege
c. Wallaby's Bar and Grille, 2733 Stange Road, Class C Retail Alcohol License with Outdoor Service
d. Kwik Stop Liquor & Groceries, 125 6th Street, Class E Retail Alcohol License

A review of police records for the past 12 months found no liquor law violations for Cyclone Liquors, Wallaby's Bar and Grille, or Kwik Stop Liquor & Groceries. **Therefore, the Police Department recommends license renewal for these businesses.**

A review of police records for the past 12 months found one violation for minors prohibited on certain premises at Whiskey River. Officers will continue to monitor the business for liquor law violations and offer ID training for staff members. **The Police Department recommends license renewal for this business.**

Police

515.239.5105 main
515.239.5142 fax

515 Clark Ave. P.O. Box 811
Ames, IA 50010
www.CityofAmes.org

ITEM #:	**11**
DATE:	**08-25-26**
DEPT:	**ADMIN**

COUNCIL ACTION FORM

SUBJECT: REQUESTS FOR THE AMES PUBLIC LIBRARY FAMILY FARM FESTIVAL

BACKGROUND:

The Ames Public Library (APL) is requesting to hold a new event in the Downtown area titled "Family Farm Festival with Author Jill Esbaum" from 9:30 a.m. to 12 p.m., on Saturday, September 19, 2026.

The event will consist of a petting zoo, kids' activities, vendor booths, and various exhibits including "Touch a Tractor," where children will be able to explore different types of farm equipment. An author talk with Jill Esbaum will be held in the APL Auditorium at 11:00 a.m., followed by a book signing.

To facilitate these activities, APL has requested the following for Saturday, September 19:

- Closure of Douglas Avenue between 5th and 6th Street between 8:00 a.m. and 1:00 p.m.
- A blanket Temporary Obstruction Permit
- A blanket Vending License and waiver of fee ($50 loss to the City Clerk's Office)
- Closure of 17 on-street metered parking spaces along Douglas Avenue within the event area, and waiver of fees (estimated loss of $34 to the Parking Fund)

The City Council's policy regarding the waiver of parking meter fees in areas that are less than District-wide is to consider such requests on a case-by-case basis.

Ames Main Street has submitted a letter in support of the event. Event organizers indicated that they will publicize the event via email and flyers, and place signs throughout the affected area prior to the event.

ALTERNATIVES:

1. Approve the requests from the Ames Public Library, including the waiver of fees.

2. Approve the requests from the Ames Public Library but require payment for the blanket Vending License and reimbursement for the lost parking meter fees.

3. Do not approve the requests.

CITY MANAGER'S RECOMMENDED ACTION:

The APL Family Farm Festival provides an opportunity to attract families to the Downtown. This is a free event that includes kids' activities, educational exhibits, and a presentation by author Jill Esbaum. The organizers have provided all necessary documentation supporting their requests, including a letter of support from Ames Main Street. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

ATTACHMENT(S):
Special Event Application - Family Farm Festival
Family Farm Festival Map.pdf
APL LOS 2026.pdf

Special Event Application

Submitted on	29 July 2026, 3:24PM
Receipt number	42
Related form version	4

Event Organizer Information

Name	[redacted]
Organization	Ames Public Libray
Email Address	[redacted]
Phone Number	[redacted]
Street Address	[redacted]
City/State/Zip	Ames, IA 50010

Additional Responsible Parties

Item 1

Name
[redacted]

Email Address
[redacted]

Phone Number
[redacted]

Event Details

Event Name	Family Farm Festival with Author Jill Esbaum
Date	09/19/2026

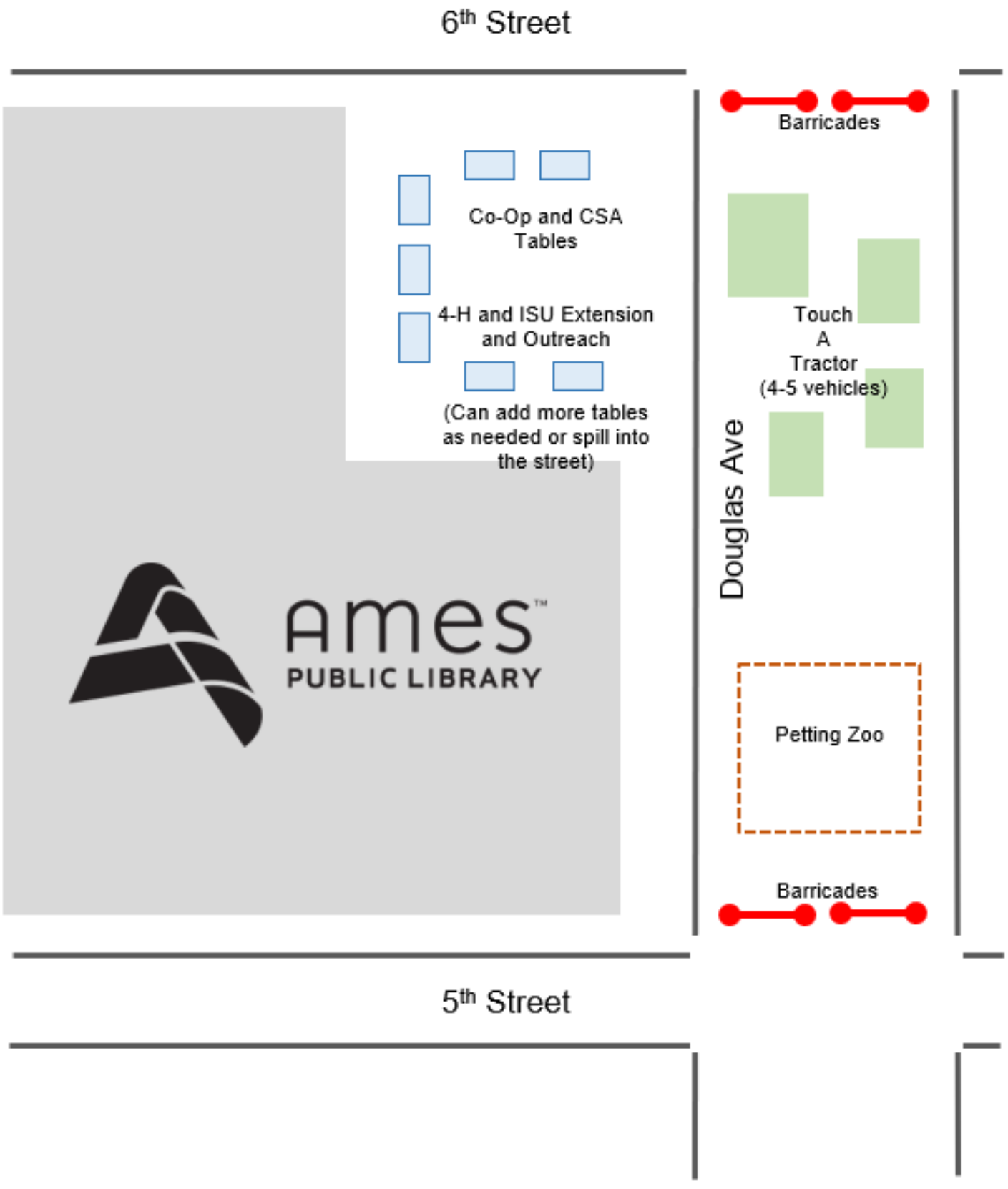
If your event is more than one day, please specify date

range.	
Location/Address	515 Douglas Ave- Street closed on Douglas Ave. between 5th and 6th streets (both intersections can remain open).
Rain Date (if applicable)	
Rain Location (if applicable)	
Upload the event site plan here:	COA Special Event Family Farm Festival- Sept. 2026 (1).docx
Is this an annual event?	No
How many years?	
Region	Other
Upload your letter of support from AREA here.	
Upload your letter of support from ISU here.	
Upload your letter of support from Ames Main Street here.	
Please explain:	Library Event, but we are requesting letter of support from Downtown Ames as well.
Timeline	Set-up begins at 8am, Should be cleaned up and ready to open the street again by 1pm.
Description of Event Activities	Family Farm Festival with Author Jill Esbaum “Touch a Tractor" Have reached out to local farmers to see about tractors coming and also a traveling group who has vintage tractors. Hope to have 4-6 different types of tractors or farm equipment available to look at and climb into. Petting Zoo Have contacted a couple of local options and are working out pricing to have one of them bring an assortment of farm animals for kids to interact with. On the plaza of the Library: Tabling from local co-ops and CSAs, Community organizations Tabling from ISU Extension and Outreach and possibly a couple 4-H groups Have contacted 14 local options, hoping to have 5-7 of them, at least, commit Inside the Library: Author talk (11:00am) in our Auditorium Jill Esbaum First 50 families to attend the author event gets a free copy of the book

	30-45 minute presentation and author signing
Event Category	Festival/Celebration
Is the event open to the public?	Yes
Anticipated Daily Attendance	125
Audience Profile	Families
Is your event being held in conjunction with another event? (e.g. Farmers' Market, 4th of July etc.)	No
Please list.	
Organization Status	Bona Fide Tax Exempt
Are patron admission, entry, or participant fees required?	No
Percentage of net proceeds going towards fundraising:	
Percentage of net proceeds going towards for-profit entity:	
Are vendor or other fees required?	No
Would you like to make a formal request to the City Council for waiver of some fees associated with the event?	Yes
Waivers Requested	Blanket Vending License Electric Usage Parking Meter Fees
Estimated Value of Requested Waivers	Vendors on Library Plaza but could have 2-4 in the street area; 17 parking spots 4hrs
Fee waivers are generally granted only in unique circumstances or in exchange for specific benefits. What is different about this event from most special events making it uniquely deserving of fee waiver(s)?	Library/ City sponsored event promotes literacy, community resources
Benefits Provided to the City in Exchange for Requested Waivers	Positive community engagement and promotion of city resources
Formal Letter to the City Council Requesting Fee Waivers	Fee Waiver Request.docx

Security & Communication

It's Corn Picking Time!
Family Farm Festival celebrating Iowa's Great Reads from Great Places youth selection
Saturday, Sept. 19
9:30-12:00pm
515 Douglas Ave- Douglas Ave. closed between 5th and 6th streets
(both intersections can remain open.)



AMES MAIN STREET

July 30, 2026

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

Mayor Haila and Members of the Ames City Council,

On behalf of Ames Main Street, I am pleased to offer our support for the Ames Public Library's Family Farm Festival on Saturday, September 19.

This event is a wonderful opportunity to celebrate Iowa's agricultural heritage while encouraging literacy and family engagement through the Iowa Great Reads from Great Places youth selection. By bringing together local farmers, agricultural organizations, Iowa State University Extension and Outreach, community-supported agriculture groups, and author Jill Esbaum, the festival creates a unique experience that connects children and families with the people, traditions, and stories that make Iowa special.

The event will also bring families into Downtown Ames, creating additional activity and encouraging visitors to explore our locally owned businesses before and after the festival. Events like this strengthen our downtown by fostering community connections, supporting partnerships among local organizations, and showcasing Downtown Ames as a welcoming destination for residents and visitors alike.

Ames Main Street values collaborative programming that enhances the vibrancy of our downtown district, and the Family Farm Festival is an excellent example of organizations working together to create meaningful experiences for our community. We appreciate the Ames Public Library's leadership in organizing this event and are proud to support its success.

We encourage community members, businesses, and organizations to support and participate in the Family Farm Festival and look forward to another outstanding community event in Downtown Ames.

Ronnie Bartmess
Executive Director, Ames Main Street

ITEM #:	**12**
DATE:	**08-25-26**
DEPT:	**ADMIN**

COUNCIL ACTION FORM

SUBJECT: ENCROACHMENT PERMIT FOR SIGN OUTSIDE BUILDING AT 400 MAIN STREET - STUDIO 13

BACKGROUND:

The tenant in the building at 400 Main Street, Studio 13, is seeking approval for a sign outside the building that is 36 inches high and 25.5 inches wide. An Encroachment Permit is necessary to allow this sign to be installed over the right-of-way.

Chapter 22.3(3) of the Ames Municipal Code requires approval of the Encroachment Permit Agreement by the City Council before the Permit can be issued. By signing the Agreement, the applicant and owner agree to hold harmless the City against any loss or liability as a result of the encroachment, to submit a certificate of liability insurance that protects the City in case of an accident, and to pay the fee for the Encroachment Permit. The applicant and owner also understand that this approval may be revoked at any time by the City Council. The fee for this permit was calculated at $25, and the full amount has been received by the City Clerk's Office along with the certificate of liability insurance.

ALTERNATIVES:

1. Approve the request for an encroachment permit.

2. Deny the request for an encroachment permit.

CITY MANAGER'S RECOMMENDED ACTION:

The application meets the criteria for the approval of an Encroachment Permit, and the required fee and insurance have been received by the City Clerk's Office. It is therefore, the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):
Permit Application - 400 Main St.pdf
Certificate of Inspection.pdf

Encroachment Permit

CITY OF Ames

Submitted on	13 August 2026, 11:13PM
Receipt number	6
Related form version	5

Applicant Information

Applicant Name	Jim Stewart
Applicant Email Address	jim@signproames.com
Applicant Phone Number	5152901354
Applicant Mailing Address	619 S 4th Street
Applicant City/State/Zip	Ames

Encroachment Information

Type of Encroachment	Sign
Have you applied for a Sign Permit?	Yes
Description of Encroachment	
Encroachment Address	400 Main Street
Encroachment City/State/Zip Code	Ames
Business Name	Studio 13
Business Phone Number	319-499-7156
Business Email Address	[redacted]
Encroachment Size	3

Sketch of Encroachment	Projecting Sign - 49577.pdf
Placement of Encroachment	Studio 13 Projecting sign.pdf
Applicant Relationship to Property	Tenant
Property Owner Name	400 Main LLC c/o Randy & Kristin Pyle
Property Owner Address	26076 US Highway 65
Property Owner City/State/Zip	Colo, IA 50056
Property Owner Phone Number	808-375-5035
Property Owner Email	kristinpyle@icloud.com

Required Documents

Agreement Upload	AmesSignP3.pdf AmesSignP2.pdf AmesSignP1.pdf
Certificate of Insurance Upload	COI.pdf Policy Original.pdf

Signature



Link to signature

S13AMES-01 NBECKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Relion 24 Westside Drive Iowa City, IA 52246	CONTACT NAME: PHONE (A/C, No, Ext): (319) 887-3700 FAX (A/C, No): E-MAIL ADDRESS: info@relion-ins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Illinois Casualty Company — 15571
INSURED S13 Ames LLC dba Studio 13 Ames 517 Potter St Tiffin, IA 52340-9411	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR	X		BP52288	5/27/2026	5/27/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 2,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			UL19676	5/27/2026	5/27/2027	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$
								$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC21530	5/27/2026	5/27/2027	PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If required by written contract, the below listed Certificate Holder is included as an Additional Insured on the General Liability

CERTIFICATE HOLDER	CANCELLATION
City Of Ames 515 Clark Ave Ames, IA 50010	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INSPECTIONS
New Encroachment Permit

Please return to the City Clerk's Office by Aug 20, 2026

City Council Action has been requested on Aug 25, 2026

Applicant Studio 13 / Jason Zeman

Phone No. 319.499.7156

Location 400 Main St

Type of Encroachment Sign

I HEREBY CERTIFY that the location for which the permit will be issued conforms with all zoning regulations of the City of Ames.

☒N/A ☐Approved ☐Approved with the following conditions:

Planning Department — Date 8-17-26

I HEREBY CERTIFY no rights-of-way users will be impacted at the location for which the permit will be issued.

☐N/A ☒Approved ☐Approved with the following conditions:

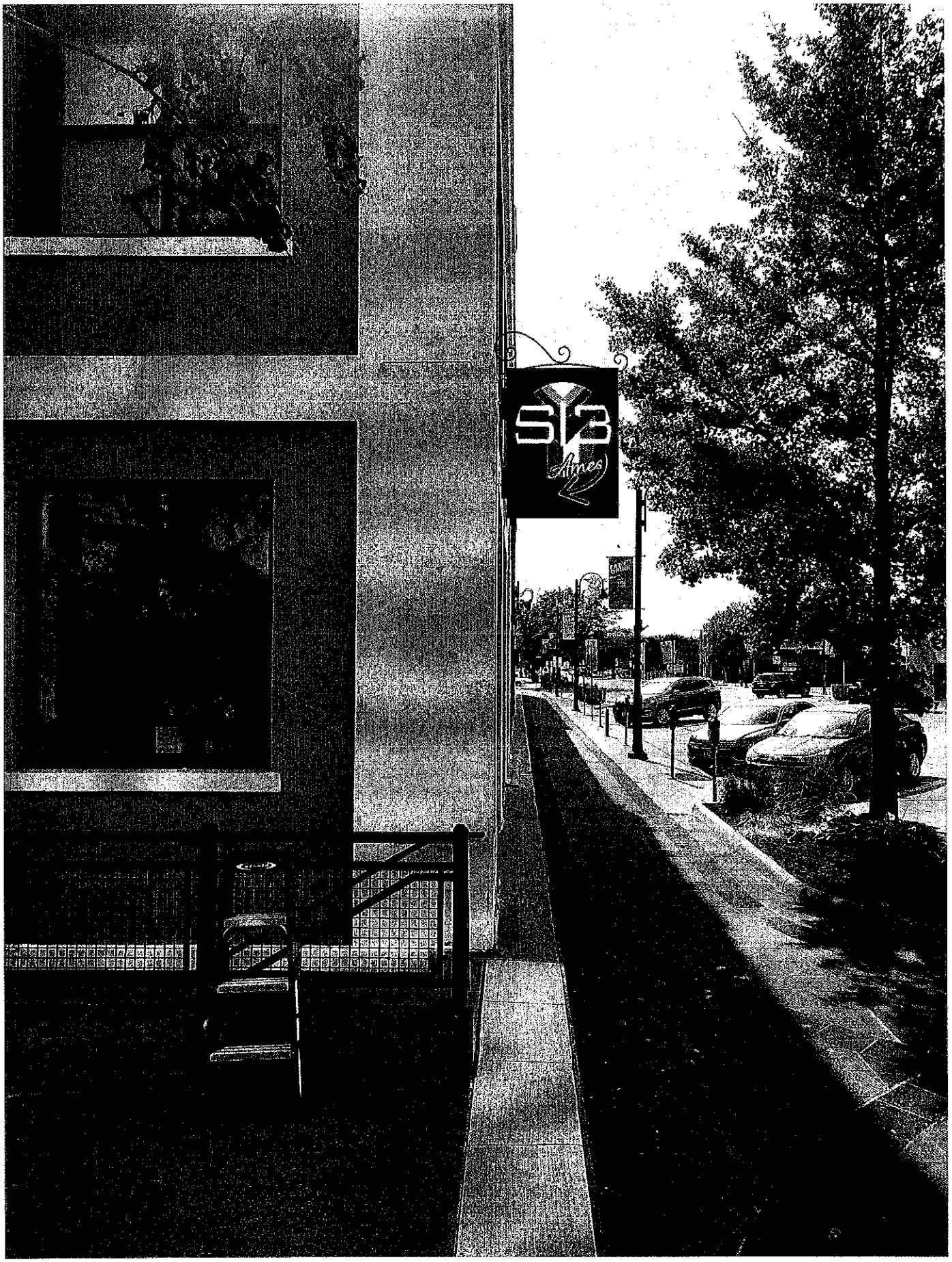
Public Works Department — Date 8/17/26

I HEREBY CERTIFY that the requested encroachment permit has been reviewed and the location for which the permit will be issued conforms with all zoning regulations of the City of Ames.

☐N/A ☒Approved ☐Approved with the following conditions:

Building Official — Date 8/17/26

Review by DRC Needed? ☐


SB
Ames

PROOF

ATTENTION! It is your responsibility to read and check this proof carefully and thoroughly. By approving this proof, you are accepting all responsibility for undetected errors. Changes made to the proof may result in delays and additional costs. If proof is not approved within 30 days, the customer may be charged for creative time.
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Order Date:
7/24/2026

Customer:
Studio 13

Ordered by:

Job #:
49577

Due Date:

JOB NOTES

"T:\S\Studio 13\Projecting Sign - 49577.eps"



Qty: 1
36"(h) x 25.5"(w) .080 Aluminum
Inkjet print on 3551RA w/215 Overlam
2 sided
Install on 2" vertical square tubes

SIGN PRO
619 S. 4th Street
Ames, Iowa 50010
515-232-4500 • SignProAmes.com

DESIGN: 15 Min - CH
PRODUCTION:
INSTALL:
CUSTOMER CALLED:

ITEM #:	**13**
DATE:	**08-25-26**
DEPT:	**ADMIN**

COUNCIL ACTION FORM

SUBJECT: AMENDMENT TO FY 2026/27 AMES REGIONAL ECONOMIC ALLIANCE CAMPUSTOWN CONTRACT

BACKGROUND:

On May 26, 2026, the City Council approved contracts with organizations that requested funds for FY 2026/27 through the Outside Funding Request program. One of the contracts, in the amount of $46,000, was entered into with the Ames Regional Economic Alliance (AREA) to support programming for the Campustown business district.

The AREA is requesting an amendment to the FY 2026/27 contract to replace its obligation to host a summer series festival event in summer 2026 with a task to host a winter event. The value of this task is $7,500, paid on a reimbursement basis once the task is complete.

An amendment has been prepared to authorize the replacement task (attached). It has been signed by the organization and returned, and is now presented for City Council approval. The total value of the contract remains $46,000, as originally approved.

ALTERNATIVES:

1. Approve the requested amendment to the Ames Regional Economic Alliance's FY 2026/27 outside funding agreement for Campustown.

2. Do not approve the requested contract amendment.

3. Refer this item to staff for further information.

CITY MANAGER'S RECOMMENDED ACTION:

The requested amendment does not increase the value of the overall contract. Instead, it allows the AREA to host a winter activity in lieu of the summer activity as originally proposed. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):
AREA Contract for Campustown.pdf
Campustown AMENDMENT

CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered into the **1st day of July, 2026**, by and between the **CITY OF AMES, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and **Ames Regional Economic Alliance** (an entity organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider") **for activities specific to the area generally known as "Campustown";**

WITNESSETH THAT:

WHEREAS, the City of Ames has, by its City Council acting in open and regular session, determined that certain services and facilities to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out, in accordance with all applicable Federal, State, and Local laws or regulations;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I
PURPOSE

The purpose of this Agreement is to procure for the City of Ames and its citizens certain services and facilities as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II
SCOPE OF SERVICES

A. For an amount not to exceed **$46,000**, the City agrees to purchase the Provider's services and facilities as described below:

Drawdown Schedule:

Task	Date	Amount
Conduct District-wide clean up and beautification (part 1)	July 2026	$11,500
Host restaurant/bar promotional event	July 2026	$3,000
Host summer series festival event	July 2026	$7,500
Host Fall event	Nov. 2026	$5,000
Host Small Business Saturday event	Nov. 2026	$2,500
Serve as a point of contact for the District regarding the City of Ames Façade Grant Program	Jan. 2027	$5,000
Conduct District-wide clean up and beautification (part 2)	Jan. 2027	$11,500

It is understood and agreed that the services and facilities described in this scope of services are to take place in the area generally referred to as "Campustown."

III
METHOD OF PAYMENT

A. All payments to be made by the City of Ames pursuant to this Agreement shall be reimbursement for actual costs incurred by Provider in providing services required by Section II above. Any alternate payment arrangements must be approved by the City Council.

B. The City will disburse payment monthly on requisition of Provider.

C. Requisitions for disbursement shall be made in such form and in accordance with such procedures as the Director of Finance for the City shall prescribe. Said form shall include but not be limited to an itemization of the nature and amount of costs for which reimbursement is requested, and must be filled out completely.

D. The maximum total amount payable by the City of Ames under this agreement is detailed in the SCOPE OF SERVICES (Part II of this contract), and no greater amount shall be paid.

E. All unobligated amounts disbursed to the Provider shall be repaid to the City as of the effective date of termination of this agreement. The Provider shall repay to the City any disbursed funds for which documentation of actual expenses is not provided.

F. The Provider shall requisition for funds no more frequently than once per month. If Provider wishes to request disbursement of funds on other than a monthly basis, the Provider must submit a request in writing to be approved by the City Manager's Office. Failure to request reimbursement in a timely manner shall be grounds for termination of this agreement. In no case will a disbursement request be accepted for reimbursement after July 15th of the following fiscal year.

IV
FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting.

B. Monies disbursed to Provider by the City will be deposited by Provider in an account under the Provider's name. All checks drawn on the said account shall bear a memorandum line on which the drawer shall note the nature of the costs for which the check is drawn in payment, and the program(s) of service.

C. All costs for which reimbursement is claimed shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

D. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for funds made available

hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the City.

E. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the use made of monies disbursed hereunder.

F. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records.

G. The Provider must submit a final report to the City within thirty (30) days of the submission of the final requisition for reimbursement or the concluding date of this contract, whichever is earlier. The final report shall describe, at minimum, the services and facilities provided under the contract, an accounting of the number of individuals to whom services or facilities were provided, and any supporting documentation to substantiate these descriptions. Failure to submit a final report as required may result in any funds awarded to the Provider through subsequent contracts being held in sequestration until the final report is complete.

V
DURATION

This Agreement shall be in full force and effect from and after July 1, 2026, until June 30, 2027. The City Council may terminate this Agreement by giving written notice to the Provider at least sixty (60) days before the effective date of such termination. From and after the effective date of termination, no further disbursement under this Agreement shall be made by the City. Any money disbursed to the Provider and unencumbered or unspent as of the effective date of termination, shall be repaid to the City.

VI
DISCRIMINATION PROHIBITED

In accordance with Chapter 14 of the *Municipal Code*, no person shall, on the grounds of age, race, color, creed, religion, national origin, disability, sexual orientation, gender identity, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Agreement.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF AMES, IOWA ATTEST:

BY_____ _____
John Haila, Mayor Renee Hall, City Clerk

Ames Regional Economic Alliance

BY_____
Authorized Representative

AMENDMENT TO

CONTRACT FOR SERVICES

THIS AMENDMENT, made and entered into _____, 2026, to an Agreement in an amount not to exceed $46,000 and entered into on July 1, 2026, by and between the **CITY OF AMES, IOWA,** a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and **Ames Regional Economic Alliance** (an entity organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider") **for activities specific to the area generally known as "Campustown";**

WITNESSETHS THAT:

WHEREAS, the City of Ames has, by its City Council acting in open and regular session, entered into an Agreement with the Provider for services and facilities to support the Campustown district; and

WHEREAS, Provider has identified a task in its FY 2026/27 Agreement that it desires to replace with an alternative, and has requested a modification of the scope of services;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I: AMENDMENT TO SCOPE OF SERVICES

Article II (Scope of Services) of the Agreement is hereby superseded by the following paragraph:

A. For an amount not to exceed **$46,000**, the City agrees to purchase the Provider's services and facilities as described below:

Drawdown Schedule:

Task	Date	Amount
Conduct District-wide clean up and beautification (part 1)	July 2026	$11,500
Host restaurant/bar promotional event	July 2026	$3,000
Host Fall event	Nov. 2026	$5,000
Host Winter Event	Dec 2026	$7,500
Host Small Business Saturday event	Nov. 2026	$2,500
Serve as a point of contact for the District regarding the City of Ames Façade Grant Program	Jan. 2027	$5,000
Conduct District-wide clean up and beautification (part 2)	Jan. 2027	$11,500

It is understood and agreed that the services and facilities described in this scope of services are to take place in the area generally referred to as "Campustown."

II: REMAINING TERMS OF AGREEMENT

The remaining terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF AMES, IOWA

BY_____
John Haila, Mayor

ATTEST:

_____
Renee Hall, City Clerk

Ames Regional Economic Alliance

BY_____
Authorized Representative

ITEM #:	**14**
DATE:	**08-25-26**
DEPT:	**ADMIN**

COUNCIL ACTION FORM

SUBJECT: SPECIAL ASSET FUNDING REQUEST FOR FY 2026/27 FROM THE ARC OF STORY COUNTY

BACKGROUND:

The Arc of Story County (The Arc) is a local nonprofit organization that provides advocacy, support, and services to individuals with intellectual and developmental disabilities and their families. The Arc receives funding through the ASSET (Analysis of Social Services Evaluation Team) process from both the City and United Way of Story County. For FY 2026/27, the City has allocated a total of $32,418 to support five Arc programs and services.

One of these programs, Active Lifestyles, has been allocated $6,000 through the City. Active Lifestyles serves approximately 124 individuals by offering social and recreational opportunities that foster community engagement, build peer relationships, and promote the development of skills that support healthy and independent lifestyles. However, the program is facing a significant funding shortfall as a result of the redesign of Iowa's behavioral health and disability services system.

During the first half of FY 2025/26, Active Lifestyles received $25,000 in funding through Polk County Behavioral Health and Disability Services. Funding for the second half of FY 2025/26 was provided by Iowa's designated Administrative Services Organization (ASO), in the amount of $25,000. In June, however, The Arc was notified that funding for Active Lifestyles would not continue beyond June 30, 2026. **As a result, the program is facing a projected $50,000 funding loss in FY 2026/27.**

To address the funding shortfall, The Arc has been pursuing several strategies. The organization explored becoming a Medicaid provider through the Iowa Department of Health and Human Services and discussed potential partnerships with peer organizations that currently operate under Medicaid provider status. However, neither option proved feasible. In addition, The Arc of Story County's Board of Directors is actively working to expand fundraising efforts to generate new revenue sources for the program but recognizes that fundraising will require time to produce results. **Therefore, The Arc is seeking special funding requests of $10,000 each to the City of Ames and United Way of Story County as well as possibly using reserve funds on an interim basis while longer-term funding solutions are pursued.**

If this funding request is approved, The Arc's FY 2026/27 contract will be amended to reflect the revised funding amount, and funds will be disbursed in accordance with the terms of the contract. The rate per one hour of recreation services is $10.87, and this will remain unchanged. If the additional $10,000 is approved, the new total amount would be $16,000, equaling 1,471 units of service.

T**he FY 2026/27 ASSET funding approved by City Council includes $56,002 of**

unallocated funding, reserved for basic needs. This amount is available to be used for considering special requests such this.

ALTERNATIVES:

1. Approve the Arc's special request for additional funding in the amount of $10,000 for the Active Lifestyles program to be paid from the unallocated balance in the ASSET budget.

2. Do not approve The Arc's special request for additional funding.

CITY MANAGER'S RECOMMENDED ACTION:

Funding for The Arc's Active Lifestyles program has been adversely affected by the redesign changes to Iowa's behavioral health and disability services system. While the organization continues to explore sustainable, long-term funding solutions, additional time is needed to implement these strategies and realize their potential outcomes. This one-time additional funding would help ensure continuity of services during this transition period. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative 1 as noted above.

ATTACHMENT(S):
Arc Special Funding Request FY27.docx
FY 2026/27 ASSET Contract - The Arc.pdf

The Arc
Story County

130 S. Sheldon #302
Ames, IA 50014
(515) 232-9330 Phone
(413) 798-2735 eFax
info@thearcstory.org
www.thearcstory.org







Board of Directors:
Steve Freeman, Brent Shanks,
Judi Eyles, John Paschen,
Kayce Schmidt, Mike Bates,
Connie Hargrave, Dakotah Weaver,
Kathy Welik, Chris Nelson,
Catrina Judge, Liliana Perry,
Nicole Patton

July 29th, 2026

To: City of Ames, ASSET

From: Tricia Crain, The Arc of Story County

RE: Funding request

The Arc is requesting an additional $10,000 in funding through the City due to a $50,000 loss of funding previously provided through the District/Region. The Arc has also requested $10,000 from UWSC. The additional loss in funding will be made up with a structured fundraising plan and grant writing.

Below are the steps The Arc has taken and the rationale behind our increased funding request from the City.

When the Mental Health Regions ended on July 1, 2025 we were on conditional funding through the new District out of Polk County. We continued funding through January 31st, 2025. At that time, the new mental health ASO funding covered Active LifeStyles until July 1, 2026. The ASO notified us last week that we would not receive funding after June 30, 2026. This represents a $50,000 loss in funding for the program, in addition to the funding we already lost for Project SEARCH from IVRS on July 1, 2025.

I will list out all the options I have looked into below...

- I met with the Provost of ISU and Dean Jolly from the College of Health and Human Sciences to inquire about funding for Project SEARCH. Both stated that no funding available, though they see the program as very valuable.
- I spoke with an HHS coordinator to begin the process of potentially becoming a Medicaid provider. Project SEARCH and the Active LifeStyles program would both be considered Day Habilitation programs under this funding source. Becoming a Medicaid provider (just completing the application) is a very long process and does not guarantee approval. We have several other Day Habilitation programs in Story County and HHS may feel further funding isn't necessary. It would also significantly increase our overhead, as we would need to complete daily documentation for our 110 athletes for each activity they participate in, hire a QA person, manage billing, etc.
- I met with The Arc's in Iowa City and Cedar Rapids, both of which are funded under Medicaid as a possibility to bill through their programs. Neither executive director is willing to take on the risk of being responsible for a program so far away.

I have very real concerns that once we use up our cash reserve, The Arc of Story County may not survive. The Board and I are actively fundraising. Our July Board Retreat will focus on addressing our fundraising needs and determining the next steps.

1. Strategy to Close the $50,000 Funding Gap

- ASSET Process: The Arc will increase our current funding request through the ASSET process for the upcoming 2027-2028 fiscal year.
- Grants: We are actively seeking and writing grant applications for the 2026-2027 fiscal year.
- We have requested an additional $10,000 from UWSC.

CONTRACT FOR HUMAN SERVICES

THIS AGREEMENT, made and entered into the 1st day of July, 2026, by and between the **CITY OF AMES, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and **The Arc of Story County** (a nonprofit corporation or governmental unit organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

WITNESSETH THAT:

WHEREAS, the City of Ames has, by its City Council acting in open and regular session, determined that certain services and facilities to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out, in accordance with all applicable Federal, State, and Local laws or regulations, and

WHEREAS, the purchase of these services constitutes a public purpose by providing promoting and safeguarding the welfare of those with intellectual and developmental disabilities and their families through educational, vocational, and recreational programs;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I. PURPOSE

The purpose of this Agreement is to procure for the City of Ames and its citizens certain services and facilities as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II. SCOPE OF SERVICES

Provider shall provide the services and facilities to the City of Ames and its citizens as set out in the Provider's 2026/27 ASSET proposal. The Provider's proposal is incorporated into and made part of this agreement by this reference and shall be considered Exhibit "A" of the agreement. Exhibit "A" is available for viewing by the public in the Ames City Clerk's office. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation Team (ASSET), and unit costs must be consistent between all ASSET funders.

The cost per unit of service shall equal that proposed cost indicated in the Provider's ASSET Budget Forms. In the event that actual ASSET funds or other revenues

differ from the Provider's request, the cost per unit shall remain as requested, but the number of units provided shall be adjusted.

The City will be contracting for services at the cost per unit indicated, not to exceed the following amounts:

SERVICE	COST PER UNIT	UNITS	AMOUNT
Supported Employment for MH or DD - Future Focus	$20.21	231	$ 4,675
Out of School Program	$176.40	88	$ 15,543
Respite Care	$15.76	285	$ 4,500
Service Coordination	$16.67	101	$ 1,700
Special Recreation	$10.87	551	$ 6,000

III. METHOD OF PAYMENT

A. All payments to be made by the City of Ames pursuant to this Agreement shall be made on a reimbursement basis for services provided in amounts not to exceed those outlined in Section II above.

B. The City will disburse payment monthly on requisition of Provider.

C. Requisitions for disbursement shall be made in such form and in accordance with such procedures as the Director of Finance for the City shall prescribe. Said form shall include but not be limited to an itemization of the nature and amount of services provided and must be filled out completely.

D. The maximum total amount payable by the City of Ames under this agreement is **$32,418** as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

E. The Provider shall requisition for funds on a monthly basis. If Provider wishes to request disbursement of funds on other than a monthly basis, the Provider must request in writing that an alternate disbursement period be adopted and approved by the Director of Finance for the City. Provider shall have up to 90 days from the date that services are provided to request payment from the City. Any request made by Provider in excess of 90 days after services are provided shall be deemed a waiver by the Provider and the City shall have no obligation to pay for said untimely requests for payment. Failure to request reimbursement in a timely manner shall be grounds for termination of this agreement by the City.

IV. FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting or other generally accepted comprehensive basis.

B. All services for which payment is claimed shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. The City-provided claim form shall be completed and include the service name, the unit cost

claimed for each service, and the client code where required. A client code shall be required for any service in which the individual has entered the program through a third party referral, intake process, personal application, or emergency response. Exceptions shall include one-time educational sessions, confidential telephone counseling, or where the identity and residency of a person cannot be reasonably determined. The Provider may assign whatever client code it deems appropriate, as long as it can be used to verify the client's Ames or Story County residency and participation in City-subsidized programs of service and/or sliding fee scale.

C. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

D. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for funds made available hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the City.

E. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the use made of monies disbursed hereunder.

F. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records.

G. Monies provided under this agreement shall not be used as matching funds for a grant to fund activities in any county other than Story County.

H. If Provider's annual budget is over $250,000, within six months of the end of the Provider's fiscal year the Provider shall submit to the City an annual financial audit prepared by an independent certified public accounting firm and a copy of IRS Form 990. If Provider's annual budget is $250,000 or less, within six months of the end of the Provider's fiscal year the Provider shall submit to the City a copy of IRS Form 990 and a balance sheet prepared externally and independently. Failure to submit documentation in accordance with this section shall result in withholding payments under this contract. If withheld, payments may resume when required documentation is delivered to the City and City staff has had a reasonable period to review it.

I. The Provider agrees to participate in the Clear Impact Scorecard outcomes measurement system, or an equivalent outcomes measurement system identified by the City. The provider shall identify a minimum of one (1) performance measure acceptable to the City, and shall regularly update the outcomes measurement system with the Provider's progress and achievements in relation to such outcome(s). The Provider shall not be entitled to payment from the City under this Agreement if the Provider has not provided updated progress and achievement reports to the City's satisfaction.

V. DURATION

This Agreement shall be in full force and effect from and after July 1, 2026, until June 30, 2027. Provider will continue to provide services under this agreement for the entire term of the agreement, even if the City funds are exhausted prior to the end of the term of the agreement. The City Council may terminate this Agreement by giving written notice to the Provider at least sixty (60) days before the effective date of such termination. From and after the effective date of termination the City shall have no obligation to pay Provider for any services provided under this Agreement.

VI. DISCRIMINATION PROHIBITED

In accordance with Chapter 14 of the *Municipal Code*, no person shall, on the grounds of age, race, color, creed, religion, national origin, disability, sexual orientation, sex, or gender identity be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Agreement.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF AMES, IOWA

BY John Haila
John Haila, Mayor

ATTEST: Renee Hall
Renee Hall, City Clerk

The Arc of Story County

BY Tricia Crain
Authorized Representative

Organization Address (*please print*):
5820 Lincoln Way, Ste 101
Ames, IA 50014

Print Name:
Tricia Crain

Phone Number:
515-314-7418

ITEM #:	**15**
DATE:	**08-25-26**
DEPT:	**W&PC**

COUNCIL ACTION FORM

SUBJECT: WATER TREATMENT PLANT LIME SLUDGE DISPOSAL CONTRACT

BACKGROUND:

The City's Water Treatment Plant (WTP) is a conventional lime-softening facility that generates lime sludge as a byproduct of the lime softening process. The lime sludge consists primarily of calcium carbonate and magnesium hydroxide, which is dewatered and stored in lagoons prior to being applied on agricultural ground as a soil conditioner. To maintain adequate storage for the lime sludge, the material must be removed from the lagoons annually.

On April 25, 2023, City Council awarded a contract to Wulfekuhle Injection and Pumping, Inc. of Peosta, Iowa for the removal and disposal of lime sludge. The contract calls for the removal of 26,000 wet tons of lime at a unit cost of $14.89 per wet ton, plus mobilization charges of $5,000, for a total contract price of $392,140. The contract is renewable annually for a total of five years, dependent on successful performance by the contractor each year. The contract unit prices are fixed for the entire five-year agreement.

Work performed under Year Three of the agreement has been completed. Wulfekuhle disposed of 19,988.95 wet tons for a total contract price of $302,635.49. The work is completed and is ready for Council acceptance.

The City Council is also being asked to award the fourth year of the agreement to Wulfekuhle Injection and Pumping Inc. in an amount not to exceed $392,140 for FY 2026/27 (contract period July 1, 2026 – June 30, 2027). Funding for this contract is outlined in the table below:

FY 2026/27 Contract	Expenses	Funding Source
Mobilization	$5,000	
Lime Sludge Disposal (26,000 wet tons)	$387,140	
FY 2026/27 Water Treatment Operating Budget		$392,140
TOTAL	**$392,140**	**$392,140**

Award for future renewal years will be brought to Council annually and will be subject to the contractor's acceptable ongoing performance, the proposed cost increase, and the annual allocation of sufficient funds.

ALTERNATIVES:

1. The City Council can:

    a. Accept completion of the year three contract (FY 2025/26) for lime sludge disposal with Wulfekuhle Injection and Pumping of Peosta, IA in the final amount of $302,635.49.

    b. Award contract to Wulfekuhle Injection and Pumping Inc. of Peosta, IA for FY 2026/27 (Year Four) lime sludge disposal service in the amount of $392,140.

2. Reject bids and direct staff to solicit new bids for lime sludge disposal.

3. Reject bids and direct staff to pursue landfilling of the lime sludge in lieu of land application.

CITY MANAGER'S RECOMMENDED ACTION:

Wulfekuhle Injection and Pumping, Inc. has completed the FY 2025/26 lime sludge disposal contract, and an Engineer's Statement of Completion has been received (attached). The original bid included the option to extend the agreement for up to five years, on a year-to-year basis. Staff is satisfied with the performance of the contractor to date and is recommending that a fourth year be awarded at the same unit cost as FY 2025/26. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

ATTACHMENT(S):
Eng Statement of Completion Lime Sludge Disposal FY 2526.pdf

CITY OF Ames

Smart Choice

ENGINEER'S STATEMENT OF COMPLETION

Water Treatment Plant
LIME SLUDGE DISPOSAL CONTRACT – Year Three (FY 2025/26)

Contract No. 2023-098

Engineer: Ames Water and Pollution Control Department

Contractor: Wulfekuhle Injection and Pumping Inc.

I hereby certify that the Lime Sludge Disposal Contract – Year Three (FY 2025/26) Project, by a contract awarded by the Ames City Council on August 26, 2025, has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said contract.

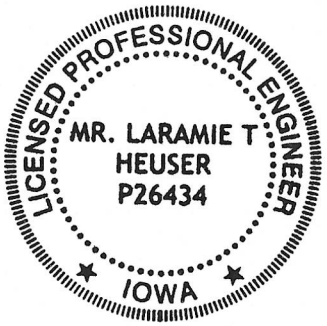
The work was completed on or about June 30, 2026. One change order was executed. The total quantity of lime sludge disposed of was 19,988.95 wet tons.

I further state that the amount due to the contractor for the fulfillment of said contract is $5,000 for mobilization and $297,635.49 for lime sludge disposal, for a total contract amount due of $302,635.49

Signature:

Date: 8-10-2026

Laramie Heuser, PE
Environmental Engineer, Water and Pollution Control



ITEM #:	**16**
DATE:	**08-25-26**
DEPT:	**PW**

COUNCIL ACTION FORM

SUBJECT: RENEWAL OF STREETLIGHT TRAFFIC DATA SUBSCRIPTION SERVICE

BACKGROUND:

The City of Ames currently has a subscription contract with StreetLight Data, Inc., which expires on October 31, 2026. This service provides the City of Ames and the Ames Area Metropolitan Planning Organization (AAMPO) with transportation data and analytical capabilities throughout the Ames metropolitan planning area.

The subscription data and analyses include vehicle origin-destination data, trip attributes (including aggregated socioeconomic data), segment travel times and speeds, segment traffic volumes, intersection traffic volumes, and truck volume data. Data is sourced primarily from connected vehicles, mobile devices, fleet/navigational devices, and is aggregated and anonymized before analysis. **StreetLight does not identify, track, or report information about individual travelers.**

Staff frequently uses this data for the development of transportation plans such as Ames Connect 2050, the Regional Comprehensive Safety Action Plan (CSAP), and Walk Bike Roll Ames as well as for corridor studies and speed studies.

StreetLight Data, Inc. has indicated that a one-year renewal of the subscription would be at a cost of $72,000. The contract term would begin November 1, 2026 (the day after the current contract expires) and end October 31, 2027. This cost represents an approximate 10.8% increase from the previous amount of $65,000. The increase reflects StreetLight's general price escalation across its subscription base as data acquisition and processing costs rise.

Funding in the amount of $57,600 (80%) is programmed for this subscription renewal in the AAMPO FY 2027 Transportation Planning Work Program (TPWP). A local match of $14,400 (20%) is available in the City of Ames 2026-2031 Capital Improvements Plan (CIP) through the Transportation Planning Program.

The table below summarizes the expenses and revenues for this contract renewal:

Expenses	Amount	Revenues	Amount
StreetLight Data Subscription (11/1/26 – 10/31/27)	$72,000	AAMPO Federal Planning (PL) Funds (FY27 Transportation Planning Work Program)	$57,600
		City of Ames Local Road Use Tax Funds (2026/27 Transportation Planning Program)	$14,400
Total	**$72,000**	**Total**	**$72,000**

The proposed contract from StreetLight Data and a flyer with more information about StreetLight Data are attached.

ALTERNATIVES:

1. Approve a one-year (November 1, 2026, through October 31, 2027) renewal agreement for a Transportation Data & Analytics Subscription Service with StreetLight Data, Inc., of San Francisco, California, in an amount not to exceed $72,000.

2. Do not approve the agreement with StreetLight Data, Inc.

CITY MANAGER'S RECOMMENDED ACTION:

The existing subscription to StreetLight has been a valuable resource for the City's and AAMPO's transportation studies and planning efforts, providing data that would otherwise require substantially more time and expense to collect and process. Renewing this subscription would allow the City to remain responsive to requests regarding studies and traffic impacts across the community. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):
StreetLight Renewal Agreement.pdf
StreetLight Informational Flyer.pdf

StreetLight InSight® Subscription Order Form

This StreetLight InSight® Subscription Order Document (the "Subscription Order" or "Order") and the corresponding StreetLight Data Master Data Access Agreement (the "Agreement") between StreetLight Data, Inc. ("StreetLight") and Customer (as defined below) is entered into as of the date of last signature below ("Effective Date") and governs Customer's access to and use of the Data Products. Undefined capitalized terms used in this Subscription Order will have the meanings set forth in the Agreement.

Customer Legal Name: **City of Ames**	**Billing Contact Name:** Kyle Thompson
Entity Type: municipal corporation	**Billing Email:** kyle.thompson@cityofames.org
State of Incorporation Iowa	**Billing Address** PO Box 811 Ames, Iowa 50010 United States

Under the terms of the Agreement, attached hereto, of which this Subscription Order is a part, Customer agrees to license and StreetLight agrees to provide access to the following Data Products in the indicated quantity and at the indicated pricing in U.S. Dollars:

Subscription Services

Solution Package(s)		PRICE
Transportation Planning with Street Scanner		$72,000.00
SUBTOTAL for an area with a population of up to 122000		$72,000.00
TAX		$0.00
TOTAL for an area with a population of up to 122000	USD	**$72,000.00**

Product Special Terms

Up to 50 Users of Customer may run an unlimited number of analyses within a specified area of the United States, with a population of up to 122000 and may include pass-through Zones to capture trips originating or ending outside of the authorized geographic area, for governmental transportation research and operational analyses.

Customer Input Files

Customer will provide input Zones containing the boundaries of the Zones and directionality designation (if necessary) either via spatial files or via the StreetLight InSight® Web Application. A Zone can be a road segment, a TAZ or any other geospatial shape as defined by Customer. StreetLight may modify Zones to improve Metric results.

Delivery

Delivery via StreetLight InSight® Web Application.

Term

As of November 01, 2026 for a period of (12) Months.

Payment Terms

Payment due within (30) days of the Effective Date. Payment is accepted by check or ACH/EFT.

StreetLight Data Preferred Payment Method: ACH/EFT Bank of America 901 Main Street, Dallas, TX 75202 Bank Routing Number (ACH): 111000012 Bank Routing Number (wires): 026009593 Bank Account Name: Streetlight Data, Inc. Bank Account Number: 4451744791 Remittance Notification Email: ar@streetlightdata.com	Please remit payment, if by check to: StreetLight Data Inc P.O. Box 744733 Los Angeles, CA 90074-4733

Notices

Any notices under this Agreement will be directed, if to Customer, to the Contact listed above, and if to StreetLight, at:

ATTN: Legal Department,
StreetLight Data, Inc.
4 Embarcadero Center, Suite 3800,
San Francisco, CA 94105
Email: legal@streetlightdata.com

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS SUBSCRIPTION ORDER DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Subscription Order has been executed by the parties through their duly authorized officers.

StreetLight Data, Inc.	**City of Ames**
SIGNATURE:	SIGNATURE:
Elizabeth Rentz NAME:	NAME:
COO TITLE:	TITLE:
08/14/2026 DATE:	DATE:

MASTER DATA ACCESS AGREEMENT

This MASTER DATA ACCESS AGREEMENT (this "Agreement") is made as of the Effective Date in the corresponding Subscription Order**,** (the "Effective Date") by and between **STREETLIGHT DATA INC.**, a Delaware corporation, with its principal offices located at 4 Embarcadero Center, Suite 3800, San Francisco, CA 94105, ("StreetLight") and **CUSTOMER**, an **Entity** organized under the laws of **State of Incorporation** with offices at **Address**, ("Customer"). In connection with this Agreement, Customer has entered into a corresponding Subscription Order for access to the Data Products, the terms of which are incorporated by reference herein.

Background:

WHEREAS, StreetLight owns or has the rights to the Data Products (as defined below) and offers subscription based access to the Data Products;

WHEREAS, Customer desires to obtain a subscription to access and use the Data Products in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants made herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement:

1. DEFINITIONS.

1.1 "Data Products" means StreetLight's proprietary compilations of geospatial materials created from StreetLight's data analytics technology platform and software (StreetLight Route Science® and StreetLight Insight®) including but not limited to polygons, attributes, latitudes/longitudes, and metrics (which are inherently subjective and may contain errors).

1.2 "Subscribed Output" means the materials generated for Customer as output as specified in a Subscription Order.

1.3 "Subscription" means Customer's access to StreetLight's Data Products and the use of StreetLight's Subscribed Output under the terms of this Agreement and any applicable Order.

1.4 "Subscription Order" or "Order" means the corresponding ordering document entered into between the parties which specifies the Subscribed Products to be accessed, the scope of access, permitted use, and any special restrictions.

1.5 "User(s)" means a specific individual or individuals (e.g., an employee or named consultant contractor of Customer) designated by Customer and permitted to access the Data Products and receive and use the Subscribed Output on behalf of Customer under a specific Subscription Order.

2. STRUCTURE; ACCESS.

2.1 Scope of Agreement. This Agreement consists of the general terms and conditions set forth in this document and in the Order. The performance of the Order is subject to the general terms and conditions of this Agreement. In the event of any conflict between the general terms and conditions set forth in this Agreement and those in the Order, the terms and conditions in the Order shall control.

2.2 Access. StreetLight grants to Customer, for the subscription term specified in the applicable Order, a non-exclusive license to access and use the Data Products and Subscribed Output solely for governmental transportation planning and operational analyses.

2.3 Identification of Users. Customer shall identify the Users to StreetLight and shall supply only Users identified to StreetLight with access to the Data Products and Subscribed Output. Customer shall supply Users access to the Data Products and Subscribed Output only in accordance with the provisions of this Agreement. StreetLight acknowledges that Customer may deliver the Subscribed Output to named consultants who are

performing subcontracting services in support of a specific Subscription Order. Customer shall be responsible for ensuring that Users access the Subscribed Output and Data Products only in accordance with the provisions of this Agreement.

2.4 Limitations on Access. Customer shall not: (a) sell, lease or sublease access to the Data Products; (b) copy, decompile, or reverse engineer any portion of the Data Products; (c) use the Data Products to provide third party processing services to other parties, commercial timesharing, rental or sharing arrangements, or on a "service bureau" basis; (d) remove any StreetLight titles, trademark symbols, copyright symbols and restrictive legends; (e) bypass or disable any protections that may be put in place to provide security for the Data Products or to protect against unlicensed use of the Data Products; (f) use the Data Products to store, transmit or produce infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (g) introduce into the Data Products, or use the Data Products to transmit, viruses, Trojan horses and other harmful or malicious code; (h) interfere with or disrupt the integrity or performance of the Data Products or third-party data contained therein; or (i) use the Data Products with any products, systems, or applications for or in connection with (1) real time navigation or route guidance, including but not limited to turn-by-turn route guidance that is synchronized to the position of a User's or a third party's sensor-enabled device; or (2) any systems or functions for automatic or autonomous control of vehicle behavior.

2.5 Reasonable Precautions. Customer shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards designed to: (i) ensure compliance with the limitations in Section 2.4; (ii) protect against anticipated threats or hazards to the security or integrity of the Data Products; and, (iii) protect against unauthorized access or use of the Data Products.

2.6 No Re-identification. With respect to the use of the Subscribed Output, Customer represents and warrants that: (i) it does not have the ability to use the Subscription and the Subscribed Output to determine the identity of any specific person; (ii) it shall make no attempt to obtain data permitting it to use the Subscription and the Subscribed Output to determine the identity of any person; (iii) it will not accept any information from any third party that permits the use of the Subscribed Output to make such an identification; and (iv) it will make no such identification.

2.7 Excess Use. If Customer exceeds its permitted use of the Subscription, Customer will promptly notify StreetLight and within thirty (30) days thereafter: (i) disable unpermitted or excess use; or (ii) purchase additional subscriptions. StreetLight may review Customer's use of the Subscription, and Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement. StreetLight may suspend Customer's use of the Subscription after giving thirty (30) days' written notice of non-compliance identified in such review, in addition to any other rights or remedies StreetLight may have.

2.8 Artificial Intelligence. The Data Products and Subscribed Output may not be added to any internal or third party machine learning, neural network, deep learning, predictive analytics or other artificial intelligence or software program, ("AI Software") where: the Data Products and Subscribed Output would not remain confidential in accordance with the terms of the Agreement; the AI Software would render Customer's use of the Data Products or Subscribed Output (or any products similar to the Data Products or Subscribed Output) redundant; The AI Software allows the Data Products, Subscribed Output, or any information contained within the Data Products or Subscribed Output to be stored or retained in any Public Reference Data Set ("Public Reference Data Set" for these purposes means any data set from which AI Software may generate results or other output for delivery to queries made by parties other than the Customer); or, the Data Products and/or Subscribed Output are not deleted from the AI Software program within thirty (30) days of entry.

3. EFFORTS AND ADDITIONAL SERVICES.

3.1 Efforts. StreetLight will use commercially reasonable efforts to provide the access and permitted use of the Subscribed Output to Customer as set forth in the applicable Subscription Order. Any addition to the list of Subscribed Output or changes to the access and permitted use of the Subscribed Output will be described in amendments to the Subscription Order, which will be effective when signed by a representative of each party who is authorized to execute contracts. Upon execution by both parties, an amendment to the Subscription Order will become a part of this Agreement.

4. COMPENSATION; PAYMENT TERMS; TAXES.

4.1 Except as expressly set forth in the applicable Order: (a) Subscription fees are invoiced yearly in advance, and (b) Customer shall pay each invoice in full within thirty (30) days after the date of invoice in

U.S. dollars. If Customer is delinquent in payment of amounts for the services owed hereunder, StreetLight may give notice to Customer of such delinquency and, in such case, Customer will have thirty (30) days from receipt of StreetLight's written notice to cure the delinquency.

4.2 StreetLight will be entitled to late-payment fees on undisputed amounts due if payments are not received within thirty (30) days after the due date. Late payment fees are defined as the lesser of one and a half percent (1.5%) of the amount due, compounded each subsequent thirty (30) day period that invoices remain unpaid, or the maximum amount permitted by law. Customer will promptly notify StreetLight of any amounts disputed in good faith. The parties will make a good faith attempt to amicably resolve any disputes regarding amounts billed.

4.3 All charges will be exclusive of any taxes and Customer shall be financially responsible for all sales or services taxes that are assessed on the Subscription or the use of the Subscribed Output, excluding any withholding or taxes based upon StreetLight's income.

5. PROPRIETARY RIGHTS.

5.1 Ownership. As between StreetLight and Customer, all rights, title, and interest in and to all intellectual property rights in StreetLight's Confidential Information, the Data Products, and the Subscribed Output, are owned exclusively by StreetLight. StreetLight shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into the Data Products, any suggestions, enhancements, recommendations or other feedback provided by Customer.

5.2 No Implied License. Except for the limited license set forth in Section 2.2, StreetLight reserves all rights in the Data Products and Subscribed Output and any related StreetLight Confidential Information or intellectual property.

6. CONFIDENTIALITY.

6.1 Definition.

(a) "Confidential Information" means the proprietary information, technical data, trade secrets or know-how, including, but not limited to, ideas, works of authorship, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by a party or a party's affiliate (collectively, the "Disclosing Party") either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment to the other party (the "Receiving Party").

(b) Notwithstanding anything to the contrary herein, any data relating to Customer operations which is provided by Customer, will be deemed to be Confidential Information.

(c) Confidential Information does not include information which (i) has become publicly known and made generally available through no wrongful act of the Receiving Party, (ii) has been rightfully received by the Receiving Party from a third party who is authorized to make such disclosure, (iii) was developed independently without the use of any Confidential Information, or (iv) was already in the Receiving Party's possession at the time of disclosure from a source other than the Disclosing Party and without any obligation of confidentiality.

6.2 Non-Disclosure. Confidential Information may be used by the Receiving Party solely for the purpose for which it is disclosed to the Receiving Party, and as permitted under this Agreement, and may not be used for any other purpose. StreetLight shall hold all data and information input by Customer or provided to StreetLight by Customer in Customer's use of the Data Products to which StreetLight has access in confidence without limitation and may not use or disclose any of it without Customer's written consent. During the term of this Agreement and for a period of five (5) years following the date of termination or expiration of this Agreement, the Receiving Party shall hold the Confidential Information in confidence and may not use or disclose the Confidential Information, except as expressly permitted herein, without the prior written consent of the Disclosing Party, which consent may not be unreasonably withheld. The Receiving Party shall take all reasonable measures to protect the Confidential Information of the Disclosing Party from becoming known to the public or falling into the possession of persons other than those Representatives authorized to have any such Confidential Information, which measures shall include the same degree of care that the Receiving Party uses to protect its own information of a similar nature, but in no event less than a reasonable degree of care. The Receiving Party may only disclose the Confidential Information to its Representatives who have a legitimate "need to know," have been advised of the obligations of confidentiality under this Agreement and are bound in writing to obligations of confidentiality to Receiving Party no less stringent than those set out in this Agreement. For purpose of this Section 6, "Representative" means, with respect to the Receiving

Party, its affiliates and its and their officers, directors, stockholders, members, partners, employees, financial and other advisors, attorneys, accountants, consultants and agents.

6.3 Required Disclosure. Nothing in this Agreement will prohibit the Receiving Party from disclosing Confidential Information of the Disclosing Party if legally required to do so by law, by judicial or governmental order or in a judicial or governmental proceeding ("Required Disclosure"); provided that Receiving Party shall: (a) where permitted, give the Disclosing Party reasonable notice of such Required Disclosure prior to disclosure; (b) cooperate with the Disclosing Party in the event that it elects to contest such disclosure or seek a protective order with respect thereto; and (c) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

6.4 Equitable Relief. In the event of a breach or threatened breach of the foregoing confidentiality obligations by one Party, the other shall suffer immediate and irreparable harm for which, money damages shall be impossible to calculate and be inadequate compensation. Accordingly, either party shall be entitled to seek an injunction, restraining order or other equitable relief to enforce compliance with the provisions hereof; provided, however, that no specification herein of any particular legal or equitable remedy shall be deemed or construed to prohibit either party from seeking or obtaining any other remedy under this Agreement, at law or in equity.

7. NO WARRANTIES.

THE DATA PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, STREETLIGHT SPECIFICALLY DOES NOT WARRANT THAT THE DATA PRODUCTS WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN OR INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

8. INDEMNIFICATION; LIMITATION OF LIABILITY.

8.1 Indemnification.

(a) To the extent permitted by law, Customer hereby agrees to indemnify and defend StreetLight and its directors, officers, agents and employees, and hold them harmless, against any and all third party claims, suits, actions, loss, damages, liabilities, costs or expenses (including reasonable attorneys' fees) to the extent arising out of: (i) Customer's non-compliance with all applicable laws, or the violation of any applicable law or regulation; (ii) Customer's use of the Data Products; and (iii) Customer's breach of its confidentiality obligations or any other term of this Agreement.

(b) StreetLight hereby agrees to indemnify and defend Customer and its directors, officers, agents and employees, and hold them harmless, against any third party claims, suits, actions, loss, damages, liabilities costs or expenses (including reasonable attorneys' fees) to the extent arising out of: (i) StreetLight's infringement of any copyright or other intellectual property rights of any third party; and (ii) StreetLight's breach of its confidentiality obligations under this Agreement. If the Data Products, or any portion thereof, becomes subject to any third party suit, claim, action or demand ("Claim") or in StreetLight's reasonable judgment is likely to become subject to a Claim alleging that it infringes, misappropriates or violates a third party's intellectual property rights, StreetLight may within a reasonable time, at its sole option and expense, either: (i) secure for Customer the right to continue the use of such item; (ii) replace such item with a substantially equivalent item not subject to any such Claim; (iii) modify such item so that it becomes no longer subject to any such Claim; or (iv) contest the Claim. If StreetLight determines, in StreetLight's reasonable discretion, that it is not commercially feasible to either procure the right to continued use of the applicable item or to replace or modify the applicable item as provided in clauses (i), (ii) or (iii) of the immediately preceding sentence, StreetLight may terminate access to the item and StreetLight's sole liability under this Section shall be to refund Customer all fees and expenses paid by Customer to StreetLight for such item. THIS SECTION 8.1 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY INFRINGEMENT CLAIMS AND ACTIONS.

8.2 Process. All of the foregoing indemnity obligations of StreetLight and Customer are conditioned on: (i) the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened

Claim, provided that failure to give prompt notice shall not relieve the indemnifying party's obligation hereunder unless the indemnifying party's ability to defend the Claim is prejudiced in a material way; (ii) the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and (iii) the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense.

8.3 Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING OUT OF THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBLE EXISTENCE OF SUCH LIABILITY.

EXCEPT FOR CLAIMS RELATING TO A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE CONTRACT AMOUNT PAID BY CUSTOMER TO STREETLIGHT DURING THE PREVIOUS TWELVE (12) MONTHS. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

9. TERM AND TERMINATION.

9.1 Term. This Agreement is effective as of the Effective Date and shall continue in full force and effect for a term of one (1) year. Each Order shall be effective as of the date set forth in the applicable Order and shall continue in full force and effect until (a) the end date set forth in such Order or, if no end date is specified, then upon the expiration of termination of this Agreement; or (b) termination in accordance with the terms of this Agreement or the applicable Order.

9.2 Termination.

(a) If any breach of this Agreement or of a Subscription Order occurs, and such breach is not cured within thirty (30) days after written notice from the non-defaulting party, the non-breaching party shall have the right to terminate this Agreement or the affected Subscription Order by giving written notice of termination to the breaching party, which termination shall be effective thirty (30) days after receipt of such written notice of termination.

(b) Without limiting the general application of Section 9.2(a), if StreetLight reasonably believes that Customer is violating or has violated Sections 2.3, 2.5 or 2.6 in any material way, StreetLight may suspend Customer access to the Data Products immediately upon notice to Customer. If after good-faith discussion with Customer, StreetLight believes in its sole discretion that Customer is violating or has violated Sections 2.3, 2.5, or 2.6 in any material way, StreetLight may terminate this Agreement or any Order immediately upon notice to Customer.

(c) Customer may terminate this Agreement or any Subscription Order immediately upon notice to the StreetLight if StreetLight becomes insolvent, is dissolved or liquidated, has a petition in bankruptcy, reorganization, dissolution or liquidation, or similar action filed by or against it, is adjudicated a bankrupt, has a receiver appointed for its business, or makes an assignment for the benefit of creditors.

9.3 Effect of Termination.

(a) Upon expiration or other termination of the Agreement or any Subscription Order for any reason, Customer shall stop using, and StreetLight shall stop providing the Subscribed Output or access to the Data Products, as the case may be. If the Agreement or a Subscription Order is terminated by Customer due to StreetLight's breach, then StreetLight shall refund to Customer, within thirty (30) days after the effective date of termination, all prepaid fees for the remaining portion of any terminated Subscriptions. If the Agreement or a Subscription Order is terminated by StreetLight due to Customer's breach, then Customer shall pay to StreetLight, within thirty (30) days after the effective date of termination, any unpaid fees for the terminated Subscription Order that would have been payable for the remainder of the Subscription Term after the effective date of termination.

(b) Any and all rates, fees and charges set forth in an Order shall be firm and binding for the Order term. In the event this Agreement expires or is terminated by Customer as permitted by Section 9.2, all of the Orders then in effect shall also terminate unless Customer expressly requests otherwise. In the event that Customer requests that one or more Orders not terminate as set forth in the preceding sentence, then the terms and conditions of this Agreement shall continue in full force and effect, and shall continue to apply, with respect to such

Orders for the respective Subscription terms.

(c) Upon the expiration or termination of this Agreement for any reason, Sections 2.2-2.6, 5, 6, 7, 8, 9.3 and Section 10 of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

10. MISCELLANEOUS.

10.1 This Agreement will be governed by the laws of the State of Iowa, without regard to the principles of conflicts of laws thereof.

10.2 This Agreement does not create a joint venture, partnership, employment relationship or other agency relationship between the parties.

10.3 StreetLight may refer to Customer in its marketing materials and on its website as a customer or client, provided that StreetLight does not disclose the nature of the services or products provided to Customer in a manner which identifies Customer, without Customer consent.

10.4 Any failure or delay on the part of either party in the exercise of any right or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege. All waivers and consents, if any, given hereunder shall be in writing.

10.5 Neither party shall assign this Agreement nor any of its rights, interests, privileges, licenses or obligations hereunder without the other party's prior written permission; notwithstanding the foregoing either party may assign its rights hereunder to any successor in interest to all or substantially all of such party's assets to which this Agreement pertains.

10.6 The headings in this Agreement are inserted for convenience of reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

10.7 In the event that any provision of this Agreement is found to be invalid, voidable or unenforceable by any court of law with competent jurisdiction, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall not affect either the validity of this Agreement or the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

10.8 Any rights and obligations which by their nature survive and continue after the end of this Agreement shall survive and continue and shall bind the parties and their successors and assigns, until such obligations are fulfilled.

10.9 This Agreement may be signed in one or more counterparts, each of which will be considered an original, but all of which together form one and the same instrument. Once signed, both parties agree any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original unless prohibited by law.

10.10 This Agreement and any Orders constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

10.11 Unless otherwise provided in this Agreement, all notices, requests, consents and other communications required or permitted under this Agreement will be in writing and will be sent to each party at the address set out in the preamble of this Agreement or any address later provided by such party. All notices will be sent by registered or certified mail, reputable overnight courier or by e-mail or fax with receipt confirmation. All notices sent by registered or certified mail will be deemed effective on the fifth day after deposit in the mail. All notices sent by overnight carrier or by fax will be deemed effective the day after deposit or transmission, as applicable.

10.12 Pursuant to the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transaction Act, both parties agree to accept an electronic signature as a valid replacement of an ink and paper signature for this Agreement.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

STREETLIGHT

Transportation decisions backed by better data

StreetLight helps agencies understand how people, vehicles, freight, bicycles, and pedestrians move throughout their communities—providing clear, actionable insights to support planning, safety, and investment decisions.

What Is StreetLight?

Trusted by hundreds of agencies, MPOs, DOTs, and transportation consultants across North America, StreetLight supports planning, operations, safety analysis, grant applications, and infrastructure investment decisions.

Using privacy-protected mobility data and advanced transportation analytics, StreetLight helps agencies answer critical transportation questions without relying solely on costly studies, surveys, and field data collection.

How Does StreetLight Work?

Every month, StreetLight ingests billions of data points from connected vehicles, mobile devices, sensors, and other sources—transforming complex mobility data into clear transportation insights.

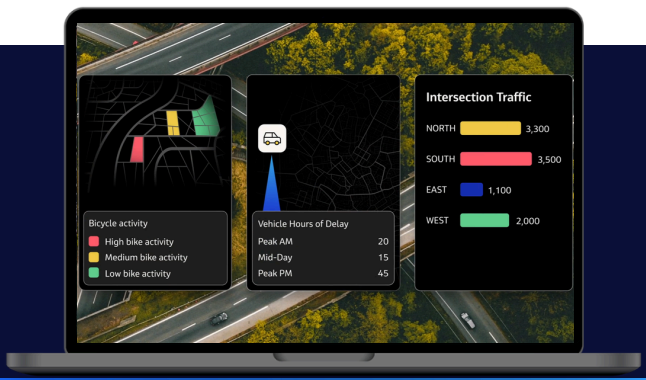
StreetLight's proprietary Route Science® engine transforms those data points into actionable insights through an easy-to-use, self-service platform. Agencies can answer critical questions in minutes, not months.

Questions You Can Answer

- Where are trips coming from and going to?
- Which routes are travelers using?
- How does real-time travel behavior compare to historical trends?
- How are travel patterns changing over time?
- How do people travel by vehicle, bicycle, walking, or freight?
- What transportation investments will have the greatest impact?

PRIVACY IS BUILT IN

StreetLight is designed to understand travel patterns, not individual travelers. All mobility data is aggregated and anonymized before analysis. StreetLight does not identify, track, or report information about individual people—only aggregate insights about travel behavior across groups of travelers.



Why Agencies Choose StreetLight

COMPREHENSIVE MOBILITY DATA
Leverage the deepest repository of mobility data in the marketplace, with new data sources added monthly.

HISTORICAL & CURRENT INSIGHTS
Combine historical and near real-time data to understand long-term trends, monitor current conditions, and evaluate changing patterns.

MULTIMODAL ANALYSIS
Understand how people and goods move through your network—personal vehicles, freight, bicycling, and walking.

UNMATCHED GRANULARITY
Explore travel behavior by corridor, neighborhood, time of day, season, or region to answer complex questions.

TRUSTED & DEFENSIBLE
Validated analytics provide defensible insights agencies can confidently use to support planning, funding, and investment decisions.

EXCEPTIONAL CUSTOMER PARTNERSHIP
Trusted transportation experts provide industry-leading support, training, and guidance to help agencies maximize value.

Self-Service & Agency Ownership Empower staff to access transportation insights directly through an intuitive platform. Agencies retain institutional knowledge and data access in-house while enabling consultants and partners to collaborate when needed.

KEY USE CASES

Data-driven insights to answer your biggest transportation questions



ITEM #:	**17**
DATE:	**08-25-26**
DEPT:	**PW**

COUNCIL ACTION FORM

SUBJECT: IDOT DETOUR AGREEMENT FOR US 30 PAVEMENT PROJECT

BACKGROUND:

The Iowa Department of Transportation (DOT) has scheduled a 2027 construction project in the westbound lanes of US 30 in Ames between South Dayton Avenue and South Duff Avenue. To complete the construction project, the westbound interchange ramp at Dayton Avenue (ramp C) along US 30 will be temporarily closed between January 2 and September 15, 2027, and the westbound interchange ramp at Duff Avenue (ramp A) along US 30 will be temporarily closed between January 2 and April 15, 2027.

To accommodate traffic during construction, the DOT has proposed detouring vehicles onto local roads. The City has been asked to enter into an Agreement for Use of Local Agency Roads as Detours (attached). **The designated detour route includes SE 16th Street from South Dayton Avenue to US 69.** The closure and detours are marked on the attached agreement.

According to the agreement:

- The DOT will maintain the detour route during the closure period and provide all required traffic control devices per the Manual on Uniform Traffic Control Devices (MUTCD).
- The DOT and Engineers from the City will jointly inspect the condition of the detour route prior to construction.
- The DOT will compensate the City or restore the local road to its original condition if excessive wear or damage occurs due to the detour, following DOT Policy 600.05 and Iowa Code Sections 313.28 and 313.29.
- No pre-detour maintenance is planned.
- The City has the option to disallow oversize/overweight loads, and the DOT will be responsible for routing such traffic if permitted.

The Public Works Traffic Division will continually monitor and adjust signal timings as needed during the detour period. **City staff will work closely with the Contractor, Peterson Contractors Inc. (PCI), on project timing and efforts that can be undertaken to accommodate the particularly heavy traffic in this area related to ISU football game days.**

ALTERNATIVES:

1. Approve the attached Detour Agreement with the Iowa Department of Transportation.

2. Do not approve the detour agreement.

CITY MANAGER'S RECOMMENDED ACTION:

The proposed detour is necessary to allow the Iowa DOT to complete construction activities on US 30 while providing the most effective management of traffic during the construction period. While public notification will be the responsibility of the Iowa DOT, the City will assist with public awareness efforts. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):
US 30 - WB Exit Detour_Ramp A Duff Avenue - initial letter.pdf
US 30 - WB Entrance Detour_Ramp C Dayton Ave - Initial letter.pdf

IOWA | DOT

KIM REYNOLDS, GOVERNOR
CHRIS COURNOYER, LT. GOVERNOR

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

IOWA DEPARTMENT OF TRANSPORTATION
DISTRICT 1
1020 South 4th Street
Ames, IA 500101
515-239-1635
www.iowadot.gov

July 21, 2026

Ref: 2701
Project No.: NHSX-030-5(310)--3H-85
PIN No.: 19-85-030-020

Mindy Bryngelson, P.E.
Municipal Engineer
515 Clark Ave.
Ames, IA 50010

Subject: US 30 PCC Pavement - Grade and New Project Detour Agreement with City of Ames

Dear Mindy:

The Iowa Department of Transportation has scheduled a PCC Pavement - Grade and New project for US 30 S Duff Ave to S Dayton Ave in Ames (WB).

US 30 Duff Ave. Ramp A will need to be closed in order to complete the project. Construction will occur in calendar year 2027, and the closure is estimated to be from January 2 to April 15. During the project, US 30 Duff Ave. Ramp A traffic will be detoured as indicated on the enclosed map. This detour will include local agency roads and requires an Agreement for Use of Local Agency Roads as Detours.

If this is agreeable, please return a signed copy of the enclosed agreement. Upon receipt, the DOT portion will be completed, and a fully signed copy will be returned for your records.

If you have any questions, please contact me at 515-239-1635 or devendra.tamrakar@iowadot.us.

Sincerely,

Devendra Tamrakar
District 1 - North Area Engineer

Enclosure
cc: Jeremey Vortherms, IA DOT, District 1
File

Form 810012
(07-21)

AGREEMENT FOR DOT-INITIATED DETOUR OF PRIMARY HIGHWAYS ONTO LOCAL ROADS

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter known as the DOT; and the

City of Ames ☒ City Council ☐ County Board of Supervisors, hereinafter known as the Local Public Agency (LPA).

WHEREAS, the DOT, hereinafter known as DOT, has determined the necessity to temporarily close primary highway US 30 Exit Ramp

from US 30 to Dayton Ave
for the purpose of construction, reconstruction, maintenance, natural disasters, or other emergencies that are 48 hours or longer (incident management temporary detours are covered under a separate detour agreement (Form 810076)); and

WHEREAS, it is necessary to provide a detour for the primary highway closure period; and

WHEREAS, the LPA agrees to permit the use of its roads as a detour, more particularly described as follows:

On SE 16th St, from S Dayton Ave to US 69;

; and

WHEREAS, Authorized representatives of both the DOT and the LPA have jointly inspected and documented the condition of the proposed detour to reasonably reflect the condition of the roadway base, surface, shoulders and bridges; and

WHEREAS, the DOT has reviewed and inspected the bridges on the detour, if applicable. The LPA ☒ will ☐ will not allow ☒ oversize and/or ☒ overweight loads. The DOT shall approve the routing of overweight vehicles on the detour route, up to the limits specified by the LPA; and

WHEREAS, the DOT agrees to perform the following pre-detour maintenance, if any: None

; and

WHEREAS, the DOT agrees to maintain the detour and provide all traffic control devices required by the Manual of Uniform Traffic Control Devices (MUTCD), as adopted by the DOT pursuant to 761 IAC 130, including the marking of no-passing zones during the period the local agency road(s) and structure(s) are being utilized as a primary road detour; and

WHEREAS, Prior to revocation of the detour, the DOT shall follow Iowa DOT Policy 600.05 for detour compensation of the LPA, and when requested by the LPA, either restore the local agency road to as good of condition as it was prior to its designation as a temporary primary road, or adequately compensate the local agency for excessive traffic or damage upon the local agency road during the period it was used as a temporary primary road, in accordance with Section 313.28 or Section 313.29 of the Iowa Code and Iowa DOT Policy 600.05; and

WHEREAS, The detour period is estimated to begin January 2, 2027 (date) and end April 15, 2027 (date); and

WHEREAS, the parties agree to the following additional provisions, if any: None

NOW, THEREFORE, BE IT AGREED that the described road be used as a detour under stipulations outlined above.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed by proper officers thereunto duly authorized as of the dates below indicated.

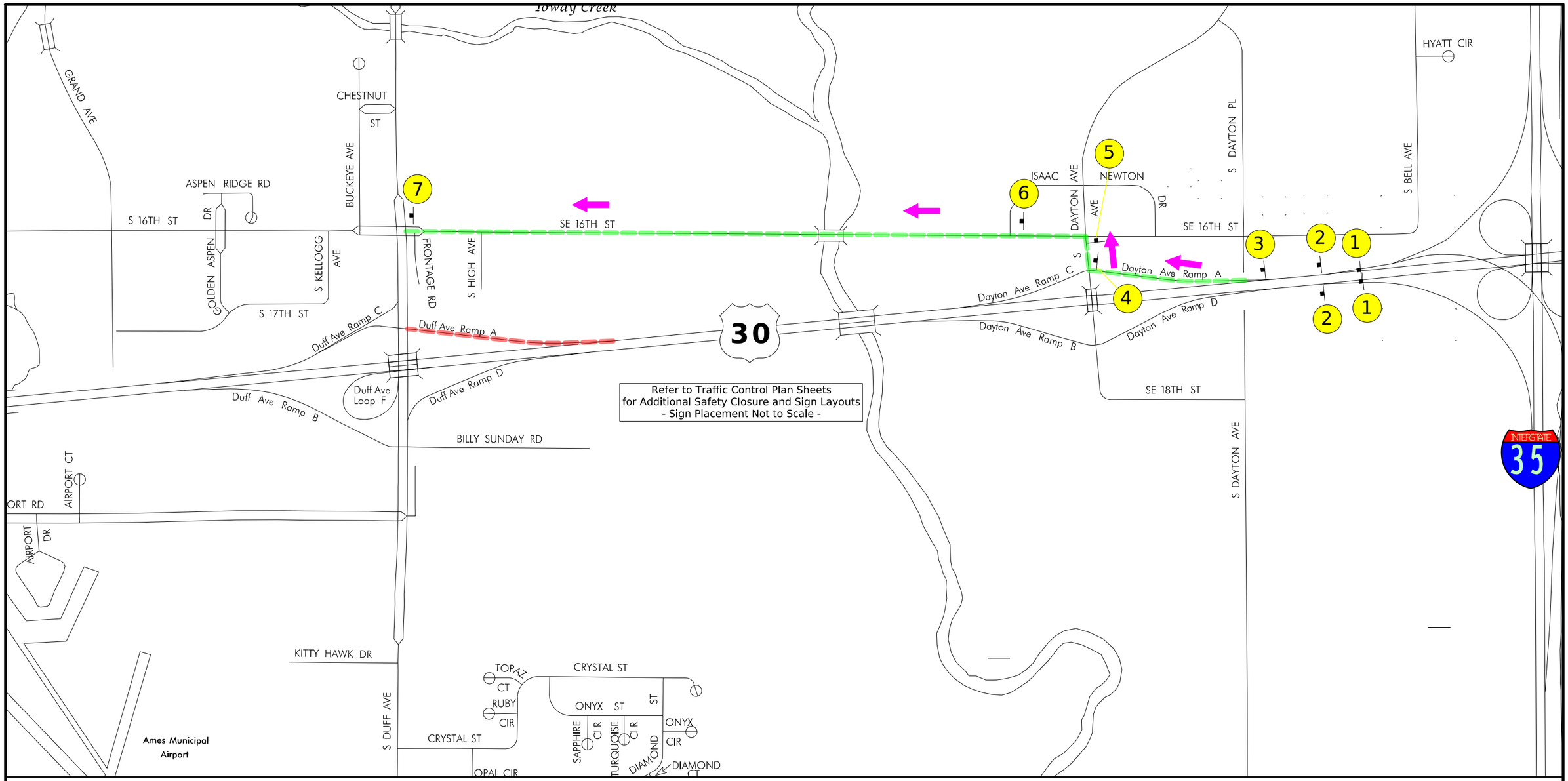
District Engineer (or designee) Date
Iowa Department of Transportation

City representative Date

Printed name and title of city representative

County representative Date

Printed name and title of county representative



1



W20-2
48" x 48"

2



CUSTOM SIGN

3



CUSTOM SIGN
M4-9R
48" x 36"

4



CUSTOM SIGN
M4-9R
30" x 24"

5



CUSTOM SIGN
M4-9L
30" x 24"

6



CUSTOM SIGN
M4-9S
30" x 24"

7



M4-8A
24" X 18"

Detour Direction

Detour Route

Ramp Closure

DUFF AVE RAMP A DETOUR ROUTE

FILE NO.	ENGLISH	DESIGN TEAM WHKS & CO.	STORY COUNTY	PROJECT NUMBER NHSX-030-5(310)--3H-85	SHEET NUMBER J.54

10:29:12 26/06/2026 skoontz pw:\\projectwise.dot.int.lan:PWMain\Documents\Projects\8503002019\Design\(310) - Grade and New (Westbound)\SHT_85030310_J53.dgn

IOWA | DOT

KIM REYNOLDS, GOVERNOR
CHRIS COURNOYER, LT. GOVERNOR
SCOTT MARLER, IOWA DOT DIRECTOR
MELISSA GILLETT, IOWA DOT COO

IOWA DEPARTMENT OF TRANSPORTATION
DISTRICT 1
1020 South 4th Street
Ames, IA 500101
515-239-1635
www.iowadot.gov

July 21, 2026

Ref: 2701
Project No.: NHSX-030-5(310)--3H-85
PIN No.: 19-85-030-020

Mindy Bryngelson, P.E.
Municipal Engineer
515 Clark Ave.
Ames, IA 50010

Subject: US 30 PCC Pavement - Grade and New Project Detour Agreement with City of Ames

Dear Mindy:

The Iowa Department of Transportation has scheduled a PCC Pavement - Grade and New project for US 30 S Duff Ave to S Dayton Ave in Ames (WB).

Interchange Ramps along US 30 Dayton Ave. Entrance Ramp C will need to be closed in order to complete the project. Construction will occur in calendar year 2027, and the closure is estimated to be from January 2 to September 15. During the project, US 30 Entrance Ramp C ramp traffic will be detoured as indicated on the enclosed maps. This detour will include local agency roads and requires an Agreement for Use of Local Agency Roads as Detours.

If this is agreeable, please return a signed copy of the enclosed agreement. Upon receipt, the DOT portion will be completed, and a fully signed copy will be returned for your records.

If you have any questions, please contact me at 515-239-1635 or devendra.tamrakar@iowadot.us.

Sincerely,

Devendra Tamrakar
District 1 - North Area Engineer

Enclosure
cc: Jeremey Vortherms, IA DOT, District 1
File

Form 810012
(07-21)

AGREEMENT FOR DOT-INITIATED DETOUR OF PRIMARY HIGHWAYS ONTO LOCAL ROADS

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter known as the DOT; and the

City of Ames ☒ City Council ☐ County Board of Supervisors, hereinafter known as the Local Public Agency (LPA).

WHEREAS, the DOT, hereinafter known as DOT, has determined the necessity to temporarily close primary highway US 30 WB Ent. Ramp

from S Dayton Ave. to US 30
for the purpose of construction, reconstruction, maintenance, natural disasters, or other emergencies that are 48 hours or longer (incident management temporary detours are covered under a separate detour agreement (Form 810076)); and

WHEREAS, it is necessary to provide a detour for the primary highway closure period; and

WHEREAS, the LPA agrees to permit the use of its roads as a detour, more particularly described as follows:

On SE 16th St, from S Dayton Ave to US 69;

; and

WHEREAS, Authorized representatives of both the DOT and the LPA have jointly inspected and documented the condition of the proposed detour to reasonably reflect the condition of the roadway base, surface, shoulders and bridges; and

WHEREAS, the DOT has reviewed and inspected the bridges on the detour, if applicable. The LPA ☒ will ☐ will not allow ☒ oversize and/or ☒ overweight loads. The DOT shall approve the routing of overweight vehicles on the detour route, up to the limits specified by the LPA; and

WHEREAS, the DOT agrees to perform the following pre-detour maintenance, if any: None

; and

WHEREAS, the DOT agrees to maintain the detour and provide all traffic control devices required by the Manual of Uniform Traffic Control Devices (MUTCD), as adopted by the DOT pursuant to 761 IAC 130, including the marking of no-passing zones during the period the local agency road(s) and structure(s) are being utilized as a primary road detour; and

WHEREAS, Prior to revocation of the detour, the DOT shall follow Iowa DOT Policy 600.05 for detour compensation of the LPA, and when requested by the LPA, either restore the local agency road to as good of condition as it was prior to its designation as a temporary primary road, or adequately compensate the local agency for excessive traffic or damage upon the local agency road during the period it was used as a temporary primary road, in accordance with Section 313.28 or Section 313.29 of the Iowa Code and Iowa DOT Policy 600.05; and

WHEREAS, The detour period is estimated to begin January 2, 2027 (date) and end September 15, 2027 (date); and

WHEREAS, the parties agree to the following additional provisions, if any: None

NOW, THEREFORE, BE IT AGREED that the described road be used as a detour under stipulations outlined above.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed by proper officers thereunto duly authorized as of the dates below indicated.

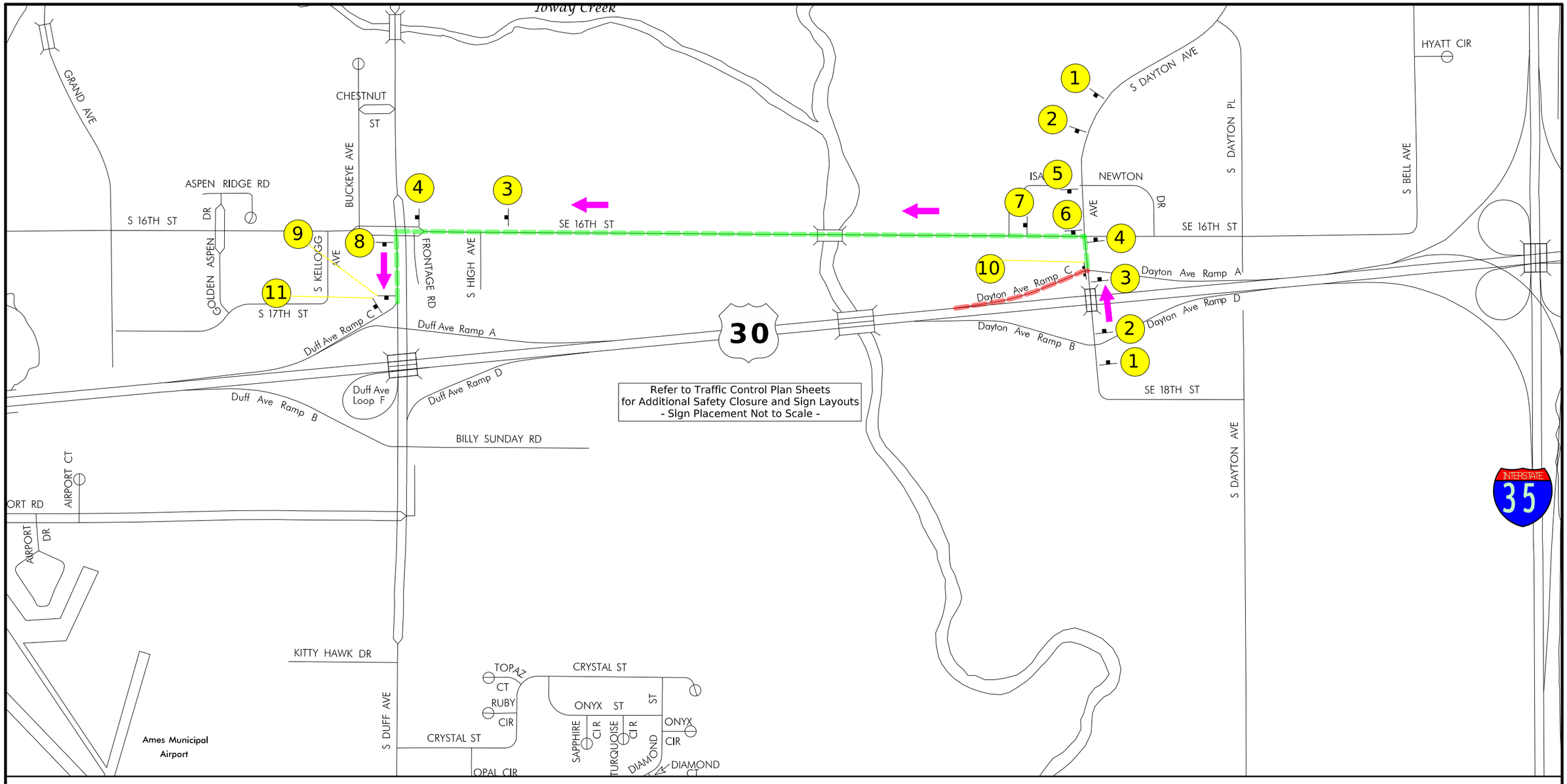
District Engineer (or designee) Date
Iowa Department of Transportation

City representative Date

Printed name and title of city representative

County representative Date

Printed name and title of county representative



1 — DETOUR AHEAD — W20-2, 48" x 48"

2 — 30 WEST / RAMP CLOSED / FOLLOW DETOUR — CUSTOM SIGN

3
- DETOUR — M4-3, 24" X 12"
- WEST — M3-4, 24" X 12"
- 30 — M1-4, 24" X 24"
- M5-1L, 21" X 15"

4
- DETOUR — M4-3, 24" X 12"
- WEST — M3-4, 24" X 12"
- 30 — M1-4, 24" X 24"
- M6-1L, 21" X 15"

5
- DETOUR — M4-3, 24" X 12"
- WEST — M3-4, 24" X 12"
- 30 — M1-4, 24" X 24"
- M5-1R, 21" X 15"

6
- DETOUR — M4-3, 24" X 12"
- WEST — M3-4, 24" X 12"
- 30 — M1-4, 24" X 24"
- M6-1R, 21" X 15"

7
- DETOUR — M4-3, 24" X 12"
- WEST — M3-4, 24" X 12"
- 30 — M1-4, 24" X 24"
- M6-3, 21" X 15"

8
- DETOUR — M4-3, 24" X 12"
- WEST — M3-4, 24" X 12"
- 30 — M1-4, 24" X 24"
- M5-2R, 21" X 15"

9
- DETOUR — M4-3, 24" X 12"
- WEST — M3-4, 24" X 12"
- 30 — M1-4, 24" X 24"
- M6-2R, 21" X 15"

10 — ROAD CLOSED — R11-2, 48" x 30"

11 — END DETOUR — M4-8A, 24" X 18"; 30 — M1-4, 24" X 24"

Detour Direction

Detour Route

Ramp Closure

DAYTON AVE RAMP C DETOUR ROUTE

FILE NO.	ENGLISH	DESIGN TEAM WHKS & CO.	STORY COUNTY	PROJECT NUMBER NHSX-030-5(310)--3H-85	SHEET NUMBER J.53

10:29:11 26/06/2026 skoontz pw:\\projectwise.dot.int.lan:PWMain\Documents\Projects\8503002019\Design\(310) - Grade and New (Westbound)\SHT_85030310_J53.dgn

ITEM #:	**18**
DATE:	**08-25-26**
DEPT:	**PW**

COUNCIL ACTION FORM

SUBJECT: 2026/27 SANITARY SEWER EXTENSION: NORTH GROWTH EAST-WEST SANITARY SEWER - PROFESSIONAL SERVICES AGREEMENT

BACKGROUND:

The 2026/27 Sanitary Sewer Extension: North Growth East-West Sanitary Sewer project will construct an east-west sanitary sewer from Hyde Avenue to the west side of the Union Pacific Railroad to provide regional sanitary sewer capacity for future development in the north growth area.

The installation of the sanitary sewer line represents a major step that will serve planned residential growth, including the Hayden's Preserve and Greenbriar developments, while also providing capacity for future development consistent with Ames Plan 2040**. City Council identified this project as a pioneer infrastructure investment that should be advanced to support long-term growth and the orderly extension of public utilities during its review of developer incentive packages in late 2025.**

Staff initiated a Request for Proposals (RFP) process for professional services for the surveying, design, permitting, easement preparation, and bidding of the project. Proposals were received from ten engineering firms on July 23, 2026. The proposals were evaluated according to the following criteria: Project Understanding, Project Approach, Design Team/Key Personnel, Previous Experience, and Estimated Fee.

The evaluation scores are as follows:

Firm	Qualifications Score	Fee	Final Score	Final Rank
McClure Engineering	274	$100,060	277.39	1
Strand	273	$101,250	276.32	2
Shive-Hattery	269	$89,900	272.88	3
Snyder	270	$114,650	272.56	4
WHKS	265	$110,700	267.79	5
Foth	259	$144,900	259.97	6
CDA	256	$105,700	259.08	7
NAI	247	$105,967	250.06	8
Bolton & Menk	244	$78,602	248.31	9
HDR	244	$204,865	244.02	10

McClure Engineering Company, of Clive, Iowa, received the highest overall score. Staff believes McClure demonstrated a strong understanding of the project goals and constraints, provided a well-developed approach to addressing the project challenges, and proposed a project team with relevant sanitary sewer and railroad coordination experience. McClure's proposal also demonstrated an understanding of how this sewer extension will serve development beyond the immediately proposed projects and provided a detailed approach and schedule for completing the work.

Following the evaluation, staff negotiated a professional services agreement with McClure Engineering Company in an amount not to exceed $100,060.

The City's overall project budget for the sewer extension is $1,500,000 identified as an available balance in American Rescue Plan Act (ARPA) funding. A summary of revenues and projected expenses for the project is shown below:

Funding Source	Revenues	Expenses
ARPA	$1,500,000	
Construction (Est.)		$1,300,000
Engineering (this Council action)		**$100,060**
Administration		$99,940
Total	$1,500,000	$1,500,000

The consultant's schedule anticipates completion of final plans and specifications in December 2026, with a local bid letting scheduled for early 2027, pending permit approvals.

ALTERNATIVES:

1. Approve the professional services agreement with McClure Engineering Company, of Clive, Iowa, for the 2026/27 Sanitary Sewer Extension: North Growth East-West Sanitary Sewer project, in an amount not to exceed $100,060.

2. Direct staff to negotiate an engineering agreement with another consulting firm.

CITY MANAGER'S RECOMMENDED ACTION:

Based on staff's evaluation using the above criteria, McClure Engineering Company received the highest overall score and will provide the best value to the City for professional services for the 2026/27 Sanitary Sewer Extension: North Growth East-West Sanitary Sewer project.

Advancing the design of this project will support planned residential development in the north growth area and provide regional sanitary sewer infrastructure for future development consistent with Ames Plan 2040 and City Council direction regarding developer incentives. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

ATTACHMENT(S):
McClure Engineering PSA_North Growth E-W Sewer Extension.pdf
North Growth E-W Sanitary Sewer Layout.pdf

STANDARD AGREEMENT FOR CONSULTING SERVICES

McCLURE ENGINEERING COMPANY

Project Name: 2026-27 Sanitary Sewer Extension: North Growth East West Sanitary Sewer
Project Number: 2026006481-000
Project Manager: Alex Potter, P.E.

This Agreement, is made on the Click or tap here to enter text. day of August, 2026, by and between McClure Engineering Company, of Clive, Iowa, (herein referred to as "CONSULTANT") and the City of Ames, Iowa (hereinafter referred to as "CLIENT"). The CONSULTANT will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

2026-27 Sanitary Sewer Extension: North Growth East-West Sanitary Sewer
City of Ames, Iowa

1. The **CLIENT** shall provide information per the **CLIENT's** responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the **CONSULTANT**.

2. Payment to the **CONSULTANT** shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.

3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the **CLIENT** fails to make monthly payments due the **CONSULTANT**, the **CONSULTANT** may, after giving (7) days written notice to the **CLIENT**, suspend services under this agreement.

4. This agreement is subject to all the terms and conditions attached to this agreement including those attached as Exhibit A.

5. This Agreement represents the entire and integrated agreement between the **CLIENT** and the **CONSULTANT** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **CLIENT** and the **CONSULTANT**.

6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The **CONSULTANT** will adjust the schedule and compensation under this agreement to the extent that **CONSULTANT's** schedule and compensation are equitably adjusted by the **CLIENT**.

   Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

7. The amount of the **CONSULTANT's** compensation is $100,060.00. The contract type is Time and Expense (NTE).

Attached Exhibits		Included	Not Included
Exhibit 'A'	Standard Terms and Conditions	☒	☐
Exhibit 'B'	Hourly Rate Schedule	☒	☐
Exhibit 'C'	Detailed Scope of Work	☒	☐
Exhibit 'D'	Subconsultant(s) Contract	☐	☒
Exhibit 'E'	Client's Responsibilities to Consultant	☒	☐
Exhibit 'F'	Duties and Responsibilities of RPR	☐	☒
Exhibit 'G'	Drawing Depicting the Project	☒	☐
Exhibit 'H'	Construction Item List Cost Estimate	☐	☒
Exhibit 'I'	Regulatory Requirements	☐	☒
Exhibit 'J'	Payment Preferences	☒	☐

CLIENT: City of Ames, Iowa

By: _____

Title: _____

CONSULTANT: McClure Engineering Company

Signed: _____ Digitally signed by Alex M. Potter, PE Date: 2026.08.14 07:46:27-05'00'

Title: Team Leader

EXHIBIT A

McCLURE ENGINEERING COMPANY

CONSULTANT STANDARD TERMS AND CONDITIONS

(Effective 1/1/2026 through 12/31/2026)

1.0 ACCESS TO SITE: The **Consultant** shall at all times have access to the Project site.

2.0 INFORMATION PROVIDED BY OTHERS: The **Consultant** shall be entitled to rely upon the accuracy and completeness of data provided by the **Client** and shall not assume liability for such data. The **Consultant** does not practice law, insurance or financing, therefore, the **Client** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Client** shall hold **Consultant** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Client** or others to **Consultant**.

3.0 OWNERSHIP AND REUSE OF DOCUMENTS: All documents are instruments of service, and **Consultant** shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the **Consultant**) whether or not the Project is completed.

3.1 **Client** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Consultant** grants **Client** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Client**, subject to receipt by **Consultant** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Client** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Consultant**, or for use or reuse by **Client** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Consultant**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Consultant**, as appropriate for the specific purpose intended, will be at **Client's** sole risk and without liability or legal exposure to **Consultant** or to its officers, directors, members, partners, agents, employees, and **Consultants**; (3) **Client** shall indemnify and hold harmless **Consultant** and its officers, directors, members, partners, agents, employees, and **Consultants** 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 **Consultant**; and (4) such limited license to **Client** shall not create any rights in third parties.

3.2 If **Consultant** at **Client's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Client** shall compensate **Consultant** at an amount agreed upon by **Client** and **Consultant**.

4.0 UNDERGROUND UTILITIES: Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Client**, third parties, and/or research performed by the **Consultant** or its subcontractors, the **Client** agrees to indemnify and hold harmless the **Consultant** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Consultant** under this Agreement.

4.1 The **Client** may choose to contract separately to have extensive investigations and research conducted if the **Client** feels it necessary to have more accurate location of underground utilities confirmed.

5.0 SUBSURFACE CONDITIONS: The **Consultant** may advise the **Client** to conduct soil and/or subsurface testing and analysis to provide information to the **Client**, **Consultant**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.

5.1 The **Consultant** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.

5.2 Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Consultant** shall be held harmless from issues arising out of these unseen subsurface conditions.

6.0 HAZARDOUS MATERIALS – INDEMNIFICATION: The **Consultant** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Client** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Consultant** makes no representations regarding an environmental site assessment, relies upon **Client** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

7.0 OPINIONS OF PROBABLE COST: **Consultant**'s opinions (if any) of probable construction costs are to be made on the basis of **Consultant**'s experience, qualifications, and general familiarity with the construction industry. However, because **Consultant** 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, **Consultant** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Consultant**. If **Client** requires greater assurance as to probable construction cost, then **Client** agrees to obtain an independent, third-party cost estimate.

8.0 PROJECT FUNDING AND FINANCING: It shall be the responsibility of the **Client** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Consultant** is retained to help apply and/or secure funding from internal or external funding agencies, the **Consultant** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Consultant** will successfully secure funds.

8.1 If the **Client** secures outside funding from any such programs, while the **Consultant** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Consultant** shall not be responsible for the **Client's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Client**.

9.0 ADDITIONAL SERVICES: It is not unusual for the **Client** to request the **Consultant** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Consultant** contract was signed. The **Client** recognizes the **Consultant** shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. The **Consultant** may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.

10.0 BETTERMENT: If the **Consultant** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Consultant's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the **Consultant** shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.

10.1 In no event shall the **Consultant** be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the **Client's** project if the component should have originally been included in the construction drawings and/or specifications.

11.0 SHOP DRAWING REVIEW: If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

12.0 CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is preceding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.

12.1 **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.

12.2 **Consultant** shall not be responsible for the acts or omissions of any contractor

12.3 **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

12.4 **Consultant** 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 the **Consultant** or its **Consultant**s.

12.5 Unless otherwise specified in this Agreement, the **Client** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Client** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Client** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

14.0 MEDIA REPRESENTATIONS: The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant**'s promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant**'s materials shall not include the **Client's** confidential or proprietary information. The **Client** shall provide professional credit for the **Consultant** in the **Client's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

15.0 TERMINATION: This Agreement may be terminated by either party upon not less than seven calendar days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Client** upon not less than seven calendar days' written notice to the **Consultant** in the event the Project is permanently abandoned.

15.1 Failure of the **Client** to make payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Client** fails to make payment when due the **Consultant** for services, the **Consultant** may, upon seven calendar days' written notice to the **Client**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven calendar days of the date of the notice, the suspension shall take effect without further notice.

15.2 In the event of a suspension of services, the **Consultant** shall have no liability to the **Client** for delay or damage caused the **Client** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

16.0 DISPUTE RESOLUTION: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Client**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

17.0 LIMITATION OF LIABILITY: The **Consultant**'s liability shall be limited to $50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

18.0 STANDARD OF CARE: In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

19.0 PAYMENT: Amounts unpaid 30 calendar days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

20.0 LIEN RIGHTS: **Consultant** retains all rights to mechanic's or design professional's lien rights through the completion of the obligations of this agreement at the sole judgment of the **Consultant**.

21.0 WAIVERS: The **Client** and the **Consultant** waive all rights against each other and against the contractors, **Consultant**s, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Client** and **Consultant** each shall require similar waivers from their contractors, **Consultant**s and agents.

22.0 ASSIGNMENT: The **Client** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Client** nor **Consultant** shall assign this Agreement without the written consent of the other.

23.0 GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

24.0 COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Client** and **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Client** and **Consultant**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Client** or **Consultant**.

25.0 WAIVER OF CONSEQUENTIAL DAMAGES: **Consultant** and **Client**, to the fullest extent permitted by law, waive claims against each other for any incidental, indirect, or consequential damages arising out of or relating to this Project or this Agreement. This mutual waiver shall include, but is not limited to loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party has incurred related to this Project or due to the termination of this Agreement.

EXHIBIT B

McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective 1/1/2026 through 12/31/2026)

PERSONNEL	HOURLY RATE
Principal	$275 - $425
Project Manager	$185 - $265
Senior Professional	$195 - $285
Professional	$165 - $195
Junior Professional	$135 - $165
Senior Technician	$145 - $175
Technician	$115 - $145
Landscape Architect	$125 - $160
On-Site Representative	$125 - $200
Client/Project Liaison	$150 - $300
Administrative	$85 - $150
Public Relations	$115 - $175
Crew Member	$85
Crew Chief	$135 - $170
Survey Crew	$220 - $255

EQUIPMENT	
3D Scanner per Scan	$30.00
Photogrammetry Drone per Flight	$125.00
Sonar Boat	$125.00
LiDAR Drone per Flight	$250.00

MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage	$0.90/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years

EXHIBIT C

McCLURE ENGINEERING COMPANY

DETAILED SCOPE OF WORK

2026-27 Sanitary Sewer Extension: North Growth East-West Sanitary Sewer

I. PROJECT DESCRIPTION

The project consists of the design, permitting, and bidding of an east-west sanitary sewer from Hyde Avenue to the west side of the Union Pacific Railroad, while will provide regional sanitary sewer capacity for future developments.

The sewer extension was identified by the Ames City Council as a priority public infrastructure improvement through its review of multiple housing development incentive requests in the north growth area. The project will serve as a major backbone utility for planned residential growth, including the Hayden's Preserve and Greenbriar developments, while also providing capacity for future development consistent with the Ames Plan 2040. City Council recognized the project as a key pioneer infrastructure investment that should be advanced to support long-term growth and orderly extension of public utilities.

The 2026-27 Sanitary Sewer Extension: North Growth East-West Sanitary Sewer project is anticipated to consist of approximately 3,150 linear feet of 15" and 12" sanitary sewer main, including trenchless crossings of Hyde Avenue, an unnamed creek, and Union Pacific Railroad right-of-way.

The City's overall project budget is $1,500,000.

II. SCOPE OF SERVICES

The Client agrees to employ Consultant to perform the following services (Phase and Task Descriptions):

PHASE 400 – PRELIMINARY DESIGN

Task 401 – Preliminary Design

1. Consultant shall initiate design activities on the Project by developing and progressing to the schematic design phase of the project, generally defined as the 15% design completion milestone.
2. Consultant shall consult with Client to define and clarify Client's requirements for the Project, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability, and any budgetary limitations.
3. Consultant shall coordinate a Project kickoff meeting with Client, during which Project Success Factors will be discussed and defined. Consultant shall prepare agenda and meeting minutes for the Project Kickoff meeting.
4. Consultant shall prepare an engineering design survey.
5. Consultant shall establish Project Control:
   a. Horizontal Control (project and location specific)
   b. Vertical Control (project and location specific)
   c. U.S. Survey Feet
   d. Establish benchmarks on-site with descriptions and elevations sufficient to the level of survey required so horizontal and vertical control can be established throughout the design and construction of the proposed project.
6. Topographic Survey
   a. The Consultant shall provide topographic survey required for developing the design and plans.
   b. Topographic survey is defined as providing contours at 1-foot intervals and includes surveying visible features the Consultant determines necessary to meet project objectives. Such items may include edge of pavement, edge of building (and adjacent grade), ditches (top, toe, and flowline), fences, storm and sanitary sewer structures (rim elevation, flowlines, pipe sizes, and pipe types), embankments (top and toe), drip line or perimeter outline of wooded/brush areas, signs, water valves, hydrants, etc.
7. Utility Survey
   a. The Consultant shall contact Iowa One Call and coordinate public and franchise utility locations with utility owners. Utilities marked will be recorded and field located as part of the utility survey. The

Consultant will inform the Client if any known utility is not located. Any private utilities that are not included in the Iowa One Call service will be shown as record location, if available.

b. Subsurface utility levels shown will be relative to ASCE 38-22.

8. Consultant shall work to confirm and refine the project scope, extent, and character of the project.
9. Consultant shall prepare 15% schematic design technical materials for the project, including the following:
   a. Alignment Map.
   b. ROW Map.
   c. Sanitary Sewer Connection Schematic(s).
   d. Preliminary list of permits required for the project.
   e. Geotechnical Exploration/Engineering proposal recommendation.
10. Consultant shall provide internal Quality Control (QC) review of the 15% design technical materials.
11. Following completion of the 15% schematic design milestone, Consultant shall continue design activities on the Project by progressing through, and completing a preliminary design of the project, generally defined as the 30% design completion milestone.
12. Consultant shall prepare 30% preliminary design technical materials for the project, including the following:
    a. 30% Plans (Sanitary Sewer Plan and Profile, ROW).
    b. 30% Specifications Index.
13. Consultant shall prepare a 30% cost estimate for the project, prepared to the AACE (Association for the Advancement of Cost Engineering) Class 3 classification level.
14. Consultant shall provide internal Quality Control (QC) review of the 30% design deliverables.

Task 435 – Geotechnical Engineering Coordination

1. Consultant shall assist Client in selection of geotechnical engineer by preparing a Request for Proposals for Geotechnical services.
2. Consultant shall review proposals received and make recommendation of award to Client.
3. Geotechnical engineer will contract directly with Client.
4. Consultant shall coordinate with the Client's selected geotechnical engineer to complete preliminary geotechnical investigations and report, including providing staking for soil boring locations.
5. Consultant shall review Geotechnical Engineering Report and make considerations for design based on information contained in the report.

PHASE 500 – FINAL DESIGN

Task 501 – Final Design

1. Consultant shall prepare project construction drawings for Client review at the following design milestones:
   a. 60% preliminary plans.
   b. 95% check plans for permitting.
   c. 100% sealed final plans for bidding purposes.
2. Consultant shall prepare technical specifications, using Iowa SUDAS standard specifications and relevant City of Ames supplemental specifications, for Client review at the following design milestones:
   a. 95% project manual.
   b. 100% sealed final project manual for bidding purposes.
3. Front-end specifications, those encompassing Division 00 (Contract Documents), shall be Client's standard specifications. Consultant shall coordinate with Client to prepare front-end specifications.
4. Consultant shall submit to Client a deliverables package which includes construction drawings and specifications at the design milestones identified above. Additional materials to be submitted concurrent with each milestone:
   a. Geotechnical Engineering report (prepared by others).
   b. 60% cost estimate, prepared to the AACE Class 2 classification level.
   c. 95% cost estimate, prepared to the AACE Class 1 classification level.
   d. 100% Engineer's Opinion of Probable Cost, prepared to the AACE Class 1 classification level.
5. Consultant shall provide internal QC review of the deliverables identified above at each of the identified design milestones.

Task 504 – Written Applications for Permits/Approvals

1. Consultant shall coordinate with the DNR Project Manager on the regulatory review of the project according to the Iowa Wastewater Engineering Construction Permitting Process Manual.
2. Consultant shall prepare and submit the DNR construction permit application.
   a. 95% check plans, specifications, and contract documents to receive construction permit.
3. Consultant shall electronically submit all materials to DNR Wastewater Construction Engineering.
4. The project requires other permit applications and approvals. Unless explicitly stated below, Client is required to obtain all permits and approvals required for the project. The following permit applications are included in Consultant's scope:
   a. Union Pacific Railroad Utility Crossing Application.
   b. City of Ames Floodplain Development Permit.
5. Client shall pay all application and permit fees.

Task 533 – SWPPP Coordination

1. Consultant shall coordinate with Client to obtain the NPDES General Permit No.2 for the project.
2. Consultant shall complete online application for General Permit No.2. Client shall pay for permit fees for duration of construction.
3. SWPPP preparation will be by the Construction Contractor. Consultant shall prepare SWPPP specification with requirements for Construction Contractor to prepare, implement, and maintain SWPPP in accordance with the specifications and NPDES General Permit No.2.

PHASE 600 – CONSTRUCTION ADMINISTRATION

Task 602 Advertising, Bidding, Contract Award

1. Consultant shall assist Client in advertising the project and obtaining bids for the project.
2. Consultant shall issue addenda to interpret, clarify, or change the contract documents.
3. Consultant shall review pre-bid submittals from bidders.
4. Consultant shall prepare certified bid tabulation.
5. Consultant shall review bidders' qualifications, bids, and other documents and make recommendation for award to Client.
6. Consultant shall attend a pre-construction conference prior to commencement of Work at the site.

PHASE 700 – SURVEY SERVICES

Task 710 – Boundary Survey

1. Consultant shall perform the necessary field and office investigation to identify the boundary as it pertains to design requirements. This task may include a search of City, County, and State records or the use of a title search provided by the client or obtained on their behalf.
2. This task includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This task may include locating section corners, property pins, and visible lines of occupation such as fences, field divisions, or any other lines indicating possession.

Task 720 – Easements and Exhibits

1. Prepare three (3) temporary/permanent easement exhibits and legal descriptions.
2. Client shall engage property owners and their representatives for coordination meetings related to land acquisition.
3. Client shall negotiate and prepare Easement Agreements with property owners.
4. Client shall obtain all property owner signatures needed to execute Easement Agreements.
5. Any revisions to temporary/permanent easement exhibits once they have been developed must be requested by Client and shall be billed as an additional service.

PHASE 900 – ADDITIONAL SERVICES

Task 901 – Additional Services (General)

1. If Client directs or requests Consultant to perform services that are not explicitly stated in the above Phases and Tasks, those services will be deemed additional services, and will be added into the Agreement by

amendment, or the Client may direct Consultant to bill those services as additional services based on Exhibit B to this Agreement.

Task 904 – Additional Meetings

1. Project specific meetings are defined and included in the above Phases and Tasks. Additional meetings requested by the Client for the Consultant to attend, other than those defined above, will be billed as additional services based on Exhibit B to this Agreement.

III. FEES

The fees for the Scope of Services shall be as follows:

Phase 400 Preliminary Design			
Task 401 Preliminary Design	$	40,300.00	T&M
Task 435 Geotechnical Boring Coordination	$	1,500.00	T&M
Phase 500 Final Design			
Task 501 Final Design	$	45,460.00	T&M
Task 504 Written Applications for Permits/Approvals	$	Included	
Task 533 SWPPP Coordination	$	Included	
Phase 600 Construction Administration			
Task 602 Advertising, Bidding, Contract Award	$	5,800.00	T&M
Phase 700 Survey Services			
Task 710 Boundary Survey	$	2,500.00	
Task 720 Easements and Exhibits	$	4,500.00	
Phase 900 Additional Services			
Task 901 Additional Services (General)	$	-	T&M
Task 904 Additional Meetings	$	-	T&M
TOTAL FEE =	$	100,060.00	NTE

LS = Lump Sum
T&M = Time and Materials
NTE = Not to Exceed
TBD = Fee To Be Determined

EXHIBIT E

McCLURE ENGINEERING COMPANY
CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1. Designate in writing a person to act, as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT'S policies and decisions with respect to CONSULTANT'S services for the Project.

2. Provide all criteria and full information as to CLIENT'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which CLIENT will require to be included in the drawings and specifications.

3. Assist CONSULTANT by placing at CONSULTANT'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4. Arrange for access to make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.

8. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect or non-conformance in the work of any Contractor.

9. Arrange for financing and pay for services as agreed to in this Agreement.

EXHIBIT G

McCLURE ENGINEERING COMPANY
DRAWING DEPICTING THE PROJECT
2026-27 Sanitary Sewer Extension: North Growth East West Sanitary Sewer

2026-27 Sanitary Sewer Extension: North Growth East-West Sanitary Sewer

HAYDEN'S PRESERVE DEVELOPMENT

PROPOSED SANITARY SEWER ROUTE

100-YR FLOODPLAIN

INHF

GREENBRIAR DEVELOPMENT

ArcGIS Web Map

CITY OF ames Geographic Information Systems

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Ames 2023 1" Aerial
48776E345681N
Red: Band_1
Green: Band_2
Blue: Band_3

48855E345153N
Red: Band_1
Green: Band_2
Blue: Band_3
PARCELS

Sanitary sewer System
Sanitary Laterals
Domestic Lateral

Sanitary Mains
ADMINISTRATIVEA
City of Ames
Private

Sanitary Meter
Subtype
Meter

Sanitary Manholes
AdministrativeArea
City of Ames

Sanitary Fitting
Subtype
Cap
Tap

NORTH

100

EXHIBIT J

McCLURE ENGINEERING COMPANY
CLIENT PAYMENT PREFERENCES

Client Contact Information

Company Name: _____ Accounts Payable (AP) Contact Name: _____

AP Contact E-Mail: _____ AP Contact Phone Number: _____

Payment Terms Acknowledgement

Our payment terms are Net 30 unless otherwise specified in the project contract.

Interest of 1.5% per month will be applied to unpaid balances after the due date.

We will contact you via email and phone to resolve outstanding balances before applying interest.

☐ I acknowledge and accept the payment terms.

Invoice Preferences

At what frequency does your team process invoices?

☐ Weekly Day of the Week: _____

☐ Monthly Day of the Month: _____

☐ Other (Please specify): _____

Preferred Method of Invoice Delivery:

☐ Email ☐ Mail ☐ Both ☐ Other (Please specify): _____

Should anyone other than the accounts payable contact listed above be included on invoices sent via email?

Additional Recipient(s) Name(s): _____

Additional Recipient(s) E-Mail(s): _____

Payment Preferences

Preferred Payment Method:

☐ Check ☐ ACH Transfer ☐ Credit Card ☐ Other (Please specify): _____

If you select ACH Transfer or Credit Card above, you will receive a secure link via email to make payment via EVPay.

Additional Information

Tax Exemption:

☐ Yes (Please attach a copy of the exemption certificate) ☐ No

Special Billing Instructions (e.g., purchase order requirements, multiple project billing preferences, etc.):

2026-27 Sanitary Sewer Extension: North Growth East-West Sanitary Sewer

HAYDEN'S PRESERVE DEVELOPMENT

PROPOSED SANITARY SEWER ROUTE

100-YR FLOODPLAIN

INHF

GREENBRIAR DEVELOPMENT

ArcGIS Web Map

CITY OF ames Geographic Information Systems

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Ames 2023 1" Aerial
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PARCELS

Sanitary sewer System
Sanitary Laterals
Domestic Lateral

Sanitary Mains
ADMINISTRATIVEA
City of Ames
Private

Sanitary Meter
Subtype
Meter

Sanitary Manholes
AdministrativeArea
City of Ames

Sanitary Fitting
Subtype
Cap
Tap

NORTH

ITEM #:	**19**
DATE:	**08-25-26**
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 $5,441,081.

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	5,441,081		
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**

As discussed at the August 11 City Council meeting, this estimate does not leave any contingency available for the project. The estimate from Stecker-Harmsen is the estimated median bid, not the low bid. If the low bid comes in at the estimated range of bids, that would leave funding available for contingency.

After receipt of the bids, staff will evaluate the contingency amount, what alternates may be accepted, and meet with the apparent low bidder to discuss any value engineering that could take place to achieve similar results at a lower construction cost. This could increase the contingency or allow for the award of alternates. At the

October 13 meeting, staff will present the final budget numbers and options for awarding alternates.

ALTERNATIVES:

1. Approve preliminary plans and specifications for the construction of the Ames Animal Services Facility, setting September 30, 2026, as the bid due date and October 13, 2026, as the date of Public Hearing.

2. Reject the plans and specifications and provide staff with direction for this project.

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.

The most recent construction cost estimate indicates 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 #:	**20**
DATE:	**08-25-26**
DEPT:	**W&PC**

COUNCIL ACTION FORM

SUBJECT: WATER TREATMENT PLANT SPLIT TREATMENT MODIFICATIONS PROJECT

BACKGROUND:

The City of Ames Water Treatment Plant (WTP) is implementing split treatment modifications to improve water treatment processes. In a "split treatment" process, a portion of the raw, untreated water is intentionally bypassed around the primary softening process and blended back together with the softened water later in the process. This blending method is a highly efficient way for the plant to achieve the desired final water hardness and stability.

By bypassing a portion of the water around the softening process, the plant significantly reduces the quantity of chemicals required for pH adjustment and stabilization, ultimately lowering overall operational costs while still achieving the same hardness and pH characteristics as are currently being delivered to customers.

There will be no noticeable change in the chemistry or the taste of the finished water. The split treatment process occurs before the disinfection stage of the treatment process occurs, meaning this approach does not affect the safety of the finished water.

The table below shows the projected chemical use reduction and the financial savings of the split treatment method:

Chemical	FY 2026/27 Operating Budget	Estimated Reduction	Estimated FY 2026/27 Savings
Carbon Dioxide	$57,960	46%	$27,000
Lime	$804,000	8%	$64,000
Lime Sludge Disposal	$387,140	8%	$31,000
Estimated Annual Savings			**$122,000**

To facilitate these operational modifications, new mechanical piping, pumps, and electrical controls must be installed within the facility. Staff has prepared detailed specifications for a qualified contractor to complete this work.

The next step in the process is to issue an Invitation to Bid (ITB) to solicit competitive bids from qualified contractors for the construction services. Upon receiving and evaluating the bids, staff will return to City Council to recommend the award of a contract.

The authorized budget for this project is carried over from the FY 2023/28 CIP (Water Plant Facility Improvements, originally budgeted at $130,000 and subsequently amended to $245,000). The staff estimate of the construction cost is $245,000. This equates to an approximate two-year payback.

ALTERNATIVES:

1. Approve the preliminary plans and specifications for the Water Treatment Plant Split Treatment Modifications Project, setting September 23, 2026 as bid due date and October 13, 2026 as date of public hearing.

2. Direct staff to make modifications to the project specifications prior to issuing the ITB.

3. Reject the plans and specifications and provide staff with direction for this project.

CITY MANAGER'S RECOMMENDED ACTION:

The proposed project will implement modifications that will reduce operational costs while maintaining identical water quality as the current process. Approving these documents will allow staff to begin the competitive bidding process to secure a qualified contractor. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ITEM #:	**21**
DATE:	**08-25-26**
DEPT:	**FLEET**

COUNCIL ACTION FORM

SUBJECT: PURCHASE OF WALKING FLOOR MUNICIPAL WASTE TRAILERS FOR RESOURCE RECOVERY

BACKGROUND:

With the anticipated opening of the Resource Recovery Recycling Campus (R3C) in 2027, the City needs to purchase walking floor municipal waste trailers to haul refuse to the Carroll County Landfill and recyclable materials to a material recovery facility. It is estimated that over 65,000 tons of materials will need to be transported each year, resulting in over 2,600 truck trips annually.

Walking floor trailers use moveable slats along the bottom of the trailer floor. By sliding the slats in an alternating sequence, the payload can be shuffled to the end of the trailer and discharged. These trailers are costlier and more complex than telescoping dump trailers, but are safer to use for unloading on unstable or sloped ground or when it is windy, all of which can be experienced at a landfill face. These will be the first trailers the City purchases for hauling in this continuous, heavy-duty capacity.

Funding for this purchase comes from the 2026/27 Resource Recovery and Recycling Campus Mobile Equipment Capital Improvements Project. This project contains $2,340,000 in contributions from the Electric Fund due to savings realized in operational expenses at the Power Plant once transfer operations begin and waste-to-energy operations cease. **The purchase of six semi-trucks has already been completed in the amount of $1,230,384, which leaves $1,109,616 available for the purchase of the trailers.**

Bids were solicited for the purchase of ten trailers. On July 24, 2026, bids were received as follows:

Bidder	Total Cost of 10 Trailers
Travis Body & Trailer; Houston, Tx	$1,346,550
North American Trailer Sales; Inver Grove Heights, MN	$1,402,250
Consolidated Trailers, Inc.; Nottingham, MD	$1,419,530
Western Trailer Co.; Boise, ID	$1,557,170

With the funding not available for the purchase of all ten trailers, Fleet staff contacted the low bidder, who confirmed they would sell the trailers at the per-trailer cost if the order was less than the specified ten. **Based on the funding available, staff is recommending purchasing seven trailers in the amount of $942,585. With the remaining funding, staff will pursue the purchase of three used walking floor trailers. The used trailers can be utilized primarily for hauling recyclable material that typically causes less wear and damage to**

trailers as compared to solid waste.

The characteristics of used trailers can vary, so it is difficult to estimate the availability of used trailers that meet the needs of the R3C operation. Staff believes the cost of used trailers could be approximately $60,000 each. If additional funding is necessary to purchase the used trailers, funding would come from the construction contingency of the R3C project.

ALTERNATIVES:

1. Award a contract to Travis Body & Trailer of Houston, TX, for the purchase of seven walking floor solid waste trailers in the amount of $942,585.

2. Award a contract for all ten trailers in the amount of $1,346,550, and direct staff to amend the R3C budget to account for the cost overrun.

3. Do not approve the purchase.

CITY MANAGER'S RECOMMENDED ACTION:

Approving a contract to obtain the seven walking floor municipal trailers will allow for the R3C to have reliable transfer trailers in place for the beginning of hauling operations. The trailers have a long lead time, and therefore a decision must be made now, in late summer, in order to ensure that the trailers will arrive and be in service when the facility is operational. Staff will identify three used trailers that can be purchased to supplement this purchase and ensure reliability and redundancy. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

ITEM #:	**22**
DATE:	**08-25-26**
DEPT:	**ELEC**

COUNCIL ACTION FORM

SUBJECT: COMBUSTION TURBINE CONTROLS UPGRADE - CHANGE ORDER NO. 4

BACKGROUND:

The Electric Services Department operates two combustion turbines to provide electricity to meet the utility's capacity obligations, produce energy during times when market rates are high, and to provide black start capability in the event the utility is entirely cut off from the regional transmission grid.

The existing controls systems on Combustion Turbines 1 (CT1) and Combustion Turbine 2 (CT2) are outdated and are in need of replacement. The hardware, software, system architecture, and several pieces of instrumentation are antiquated. Replacements are difficult to find and generally the systems no longer reflect best industry practices. Electric Department staff worked with AP4 Energy Services, LLC to develop a specification for acquiring a combined updated controls system for both combustion turbines.

During the development of the specification and review of the existing infrastructure, it was also determined the existing motor control center (MCC) for CT1 needed to be updated. The existing MCC utilizes a proprietary communications protocol that is no longer supported by the manufacturer and replacement parts are difficult to acquire, with only used parts available.

On August 12, 2025, City Council awarded a contract to Petrotech Inc., of New Orleans, LA, for the Combustion Turbine Controls Upgrade project in the amount of $1,213,252.67.

CHANGE ORDERS:

Change Order No. 1 was approved by City Council on October 28, 2025, in the amount of $174,300.86, to add additional controls equipment to CT2 for better unit control and to change the control system network architecture to a centralized network for simplified maintenance and increased reliability as identified by Petrotech.

Change Order No. 2 was approved by City Council on January 13, 2026, in the amount of $176,054.59, for replacing the servo controllers and valve positioners for engine control and replacing instrumentation on critical process systems on CT2, and replacing the level transmitter in CT1's lubricating oil system.

Change Order No. 3 was approved by staff in the amount of $40,575.47 for the engineering, drafting, programming, testing, project management, and shop services required to integrate an engine oil recirculation system for Combustion Turbine 1. Plant personnel are acquiring additional equipment and performing installation services for this equipment to reduce costs.

THIS ACTION:

Change Order No. 4, in the amount of $10,039.81 (inclusive of sales tax), is being requested by staff for the engineering, programming, and shop services required to provide additional control logic for CT2. This type of generator control is available with CT1 but has not been available for CT2.

There are periods of operation, specifically during startup, where the VAR value experienced by the generator is negative, which can be damaging to the generator and cause grid instability. Incorporating more sophisticated control logic to CT2 will allow the electric utility to respond to dynamic grid conditions more readily with CT2 and reduce wear, increasing the reliability of the generating asset.

The amount of this change order, when combined with the previous change order, exceeds the threshold that can be approved administratively by staff. Therefore, City Council action is required to approve the change. **With this action the total contract amount will be $1,614,223.40. There is currently $203,263 in the CIP budget for this project that is available to fund this change order.**

ALTERNATIVES:

1. Approve Change Order No. 4 with Petrotech Inc., of New Orleans, LA, for Combustion Turbine Controls Upgrade in an amount of $10,039.81 (inclusive of Iowa sales tax).

2. Do not approve the change order.

CITY MANAGER'S RECOMMENDED ACTION:

The control logic for Combustion Turbine 2 does not include the same sophistication as the control logic for CT 1 to prevent reliability issues with the unit during startups and periods of dynamic grid conditions. The recommended changes from Petrotech will provide additional control logic, which will enable Power Plant staff to operate CT2 in periods of grid instability and reduce generator wear, thus increasing asset reliability. The items listed in this Change Order were not anticipated during specification development. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

ITEM #:	**23**
DATE:	**08-25-26**
DEPT:	**TRANSIT**

COUNCIL ACTION FORM

SUBJECT: 2025 FACILITY FIRE PROTECTION IMPROVEMENT PROJECT CLOSEOUT

BACKGROUND:

The 2025 Facility Fire Protection Improvement Project (Bid No. 2025-176) was released to bidders on May 28, 2025, with an established project budget of $661,323 utilizing a Public Transit Infrastructure Grant. Henkel Construction Company of Ames, Iowa, submitted a bid of $227,600 and was awarded the contract at the July 22, 2025, City Council meeting.

The project enhanced the fire protection systems in bus storage lanes 1 and 2. Improvements included increasing the sprinkler system's water volume density, adding a coiling fire door, replacing the existing fire alarm panel, and making internal walk-through doors fire rated.

Construction on the project started in November 2025 and was substantially completed on May 11, 2026. The project had two change orders for a total cost increase of $20,709.73. As of July 28, 2026, the project punch list is complete, the required project documentation is on file, and Henkel Construction Company has met all of the contract conditions to the satisfaction of CyRide staff and ASK Studios, the Architect & Engineering (A&E) firm.

The table below outlines details of the final project costs.

Description	**Amount**
Henkel Construction Company Original Contract Base Bid	$207,700
Add Alternative No. 1 - Three fire rated doors	$19,900
Henkel Construction Company Contract Award Amount	**$227,600**
Change Order No. 1 - Relocate sprinkler head, add intumescent coating, and change door closing hardware	$6,080.58
Change Order No. 2 - Rework fire door opening and add fire detection heads	$14,629.15
Total Project Cost with Change Orders	**$248,309.73**
Payment Made to Date	$235,894.21
Unpaid Balance - 5% Retainage	**$12,415.52**

All but the remaining $12,415.52 in retainage has been paid to date. Payment of the retainage is the last step needed to complete this project. The Transit Board approved the final project completion and release of retainage at their board meeting on August 20, 2026.

ALTERNATIVES:

1. Accept final project completion and approve the release of retainage in the amount of $12,415.52 to Henkel Construction Company of Ames, Iowa, for the 2025 Facility Fire Protection Improvement Project.

2. Do not approve the project completion and release of retainage.

CITY MANAGER'S RECOMMENDED ACTION:

Approving the final project completion and release of retainage will completely closeout of this project and is the final step in completing this important upgrade to the CyRide facility. All documentation and punch list items are complete, and all conditions of the project contract have been met to the satisfaction of CyRide staff and the A&E firm. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):
24020 - CyRide Fire Protection Improvements - Completion Letter.pdf

ASK STUDIO ARCHITECTS SCHIPPER KASTNER

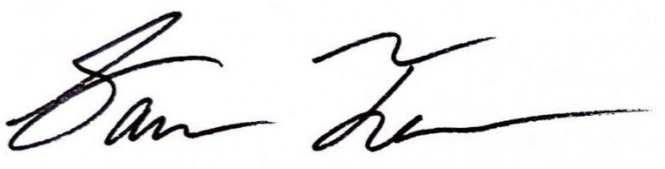
July 28th, 2026

Mr. James Rendall
Ames Transit Agency, CyRide
Assistant Director, Fleet and Facilities
601 North University Boulevard
Ames, IA 50011

Mr. Rendall,

Upon final examination of the CyRide Fire Protection Improvements project, ASK Studio is satisfied that the work has been finished as specified. Closeout documentation has been received and ASK Studio will consider this project completed so long as CyRide is also satisfied with the quality of the finished product.

Sincerely,



ASK Studio
Sam Torrens, Assoc. AIA

ITEM #:	**24**
DATE:	**08-25-26**
DEPT:	**W&PC**

COUNCIL ACTION FORM

SUBJECT: WATER PLANT WELL REHABILITATION CONTRACT

BACKGROUND:

Well rehabilitation is an important maintenance activity to ensure proper functioning of the water wells used to supply drinking water for the community and prevent premature well failure. The Water Plant has its wells on a five-year rotation for cleaning and rehabilitation.

On June 14, 2022, Council awarded a well rehabilitation contract to Northway Well and Pump Company of Waukee, Iowa. After completion of the first year, the contract allowed for up to four optional annual renewals, for a maximum total of five years.

On August 26, 2025, Council awarded the Year Four contract (the third renewal) to Northway to rehabilitate Well Numbers 11, 15, 18, and 25 in the base amount of $126,472.94. **There were no change orders executed against the contract, and the final total for the work performed is $126,472.94. All work covered by Year Four has been successfully completed.** An Engineer's Statement of Completion is attached. Staff is recommending that Council accept the work as complete.

Staff is also recommending that Council award the Year Five contract (fourth renewal option) to Northway for the rehabilitation of Well Numbers 22, 26, and 27.

Under the terms of the contract, adjustments from the base bid prices provided in 2022 are made using a Consumer Price Index (CPI) adjustment factor. The March CPI factor used to adjust from the FY 2022/23 bid to the FY 2026/27 contract renewal is 16.05% over the base year. **The resulting expenses for FY 2026/27 will be $3,481.50 for the annual mobilization and $31,710.66 per well times three wells, for a total contract amount of $98,613.48.**

The FY 2026/27 Water Plant operating budget contains $136,395 for the rehabilitation, and an additional $36,000 for repairs as needed.

ALTERNATIVES:

1. The City Council can:

    a. Accept the completion of Year Four of the five-year Water Plant Well Rehabilitation Contract in the final amount of $126,472.94.

    b. Award Year Five to Northway Well and Pump Company of Waukee, IA in the amount of $98,613.48 for mobilization and rehabilitation of three wells in FY 2026/27.

2. The City Council can:
    a. Not accept completion of Year Four and provide staff with guidance on steps needed to close out the contract.

    b. Not award a contract for Year Five, and direct staff to solicit new bids for the rehabilitation work.

3. The City Council can:
    a. Not accept completion of Year Four and provide staff with guidance on steps needed to close out the contract.

    b. Not award a contract for Year Five, and direct staff not to pursue well rehabilitation for FY 2026/27. This could result in lowered capacity in the wells and potentially lead to premature failure of the wells and appurtenances.

CITY MANAGER'S RECOMMENDED ACTION:

Regular well maintenance is necessary to ensure the availability of source water quantities to meet the City's current and future drinking water demands. Staff has determined a five-year cycle of well rehabilitation to be an effective means of maintaining well production. The fourth year of the Water Plant Well Rehabilitation contract has been successfully completed in accordance with the plans and specifications. An Engineer's Statement of Completion is attached.

The contract originally awarded to Northway Well and Pump Company included an option for up to four annual renewals (a total of five years). Northway has performed effectively in the prior four years' work, and staff is recommending that they be awarded a contract renewal for Year Five. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 a-b, as noted above.

ATTACHMENT(S):
Engineer's Statement of Completion - FY 26 Well Rehab Contract.pdf

CITY OF ames

Smart Choice

ENGINEER'S STATEMENT OF COMPLETION

Water Treatment Plant
Well Rehabilitation Contract – Year 4 (FY 2025/2026)
Contract No. 2022-149

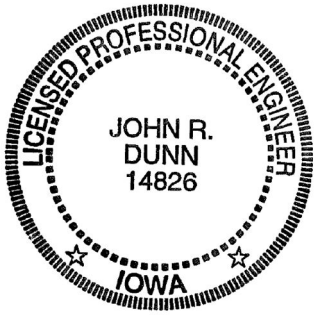
Engineer: Ames Water and Pollution Control Department

Contractor: Northway Well and Pump Company

I hereby certify that the Well Rehabilitation Contract – Year 4 (FY 2025/2026), by a contract awarded by the Ames City Council on August 26, 2025, has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said contract.

The work was completed on April 21, 2026. There were no change orders.

I further state that the total amount due to the contractor for the fulfillment of said contract is $126,472.94.



John R. Dunn, PE #14826
Director, Water & Pollution Control

Date: August 21, 2026

ITEM #:	**25**
DATE:	**08-25-26**
DEPT:	**P&R**

COUNCIL ACTION FORM

SUBJECT: ACCEPTING COMPLETION OF ONE BID PACKAGE AND A PARTIAL RELEASE OF RETAINAGE 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 a contract with Brockway Mechanical & Roofing Company and approve a partial release of retainage for Van Naanen Electric, Inc.

As a reminder, at previous Council meetings, Council accepted the completion of nine 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. Brockway Mechanical & Roofing Co., Inc 22-1 Plumbing & HVAC Work	$4,184,363	12	$123,906	$ 4,308,269
SUBTOTAL OF CLOSEOUT CONTRACTS	**$4,184,363**	**12**	**$123,906**	**$ 4,308,269**

***The original Brockway contract was in the amount of $4,184,363. Through the duration of the project there have been 12 change orders associated with this contract totaling $123,906, increasing the construction total by 2.96% to $4,308,269.**

CONTRACTS NOT COMPLETE				
2. All Star Concrete, LLC 03-1 Building Concrete Work	$ 671,500	6	$ 42,056	$ 713,556
3. Core Construction, LLC 03-3 Precast Concrete & Structural Steel Work	$2,710,000	6	$ 26,984	$2,736,984
4. Central States Roofing 07-3 Membrane Roofing & Sheet Metal Flashing Work	$ 806,300	2	$ 6,763	$ 813,063
5. 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	**$5,665,236**	**35**	**$223,485**	**$5,888,721**

**The bid package contract 26-1 Electric, Communications, Electronic Safety & Security Work with Van Maanen Electric, Inc., Inc is now substantially complete, and a release of partial retainage has been requested. Even though Van Maanen is requesting the release of partial retainage, they are still on the Contracts Not Complete list as they are still completing tasks.

CONTRACTS COMPLETED				
6. Forrest & Associate, Inc 04-1 Unit Masonry Work	$ 84,275	3	$ 1,157	$ 85,432
7. Lansink Construction, Inc 06-1 General Carpentry Work	$1,016,000	16	$ 14,962	$1,130,962
8. Orning Glass Company 08-1 Entrance, Storefront, Curtainwall & Glazing Work	$ 726,526	6	$ 17,757	$ 744,283
9. Hilsabeck Schacht, Inc 09-1 Gypsum Board Assembly, Acoustical Ceiling, Paint & Work	$ 519,250	14	$ 24,850	$ 544,100
10. Sande Construction & Supply Company 13-1 Swimming Pool Work	$4,326,187	6	$ 2,349	$4,328,536
11. Midwest Automatic Fire Sprinkler Company 21-1 Fire Suppression System Work	$ 130,100	1	($ 700)	$ 129,400
12. Lakeside Contractors LLC 32-1 Paving & Sidewalk Work	$ 351,588	5	$ 32,538	$ 384,126
13. Con-Struct, Inc. 31-1 Demolition & Earthwork Work	$ 532,975	6	$ 64,064	$ 597,039
14. Iowa Pipe & Grading, LLC 33-1 Site Utility Work	$ 385,700	1	$ 14,518	$ 400,218
SUBTOTAL OF CONTRACTS COMPLETED	**$8,072,601**	**58**	**$271,495**	**$8,344,096**
GRAND TOTAL	**$17,922,200**	**105**	**$618,886**	**$18,541,086**

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	$ 2,714,385***
Construction (Total of awarded contracts)	$17,922,200
Construction Change Orders	$ 618,886
Other Project Related Costs	$ 970,617
Available Balance	$ 20,017
TOTAL Project Cost (As of 8/11/26)	**$27,080,203**

***This includes Change Order #3 in the amount of $132,270 for Story Construction.**

Total available funding for the project is as follows:

REVENUE	AMOUNT
Hotel / Motel Tax	$ 64,893
Grants / Donations	$ 9,470,741
G.O. Bonds	$17,544,569
TOTAL	**$27,080,203**

ALTERNATIVES:

1. City Council can approve the following:

    a. Resolution accepting completion of the contract for bid package 22-1 (Plumbing & HVAC) with Brockway Mechanical & Roofing CO. Inc., of Des Moines, IA, for the Fitch Family Indoor Aquatic Center, in the amount of $4,308,269.

    b. Resolution approving partial release of retainage for bid package 26-1 (Electrical, Communications, Electronic Safety & Security) with Van Maanen Electric, Inc., of Newton, IA, reducing the contract retainage to $14,000 for the Fitch Family Indoor Aquatic Center.

2. Do not approve the contract or reduction in retainage, 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. 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. Additionally, the City is required by State law to partially release retainage if requested.

With the one approval outlined above, a total of ten contracts have been completed. The remaining bid package contracts 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 F003_TO OWNER.pdf
62948 CO #23, CC #22 Van Maanen.pdf

August 14, 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/Completion Recommendation Letter (August 2026 Retainage Group F003)
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. 22-1 Brockway Mechanical & Roofing, Inc.

We recommend the City of Ames approve 'Partial Retainage' of the following bid package contracts, of which payment will be submitted during the regularly scheduled payment process for the month of August 2026:

- Bid Package No. 26-1 – Van Maanen Electric, Inc. – a balance of $14,000 will be withheld for tasks related to audio/visual controls programming and security camera cabling associated with a change order that will be completed at the end of August 2026. Per Iowa Code this is tow times the estimated cost of the work.

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

August 14, 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 F003)**
Fitch Family Indoor Aquatic Center
City of Ames
Ames, IA

To the best of our knowledge, the Work by the following Contractor on the referenced project has been completed in accordance with the terms and conditions of the Contract Documents 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 Contract noted below for the referenced project at the next regularly scheduled Council Meeting.

- Bid Package No. 22-1 Brockway Mechanical & Roofing Co. Inc.

For this contractor, the Payment Application Summary No. F003 (Retainage Group F003), Retainage Pay Application, 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 the above listed bid package contractor is attached.

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

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

- Bid Package No. 26-1 – Van Maanen Electric, Inc. - a balance of $14,000 will be withheld for tasks related to audio/visual controls programming and security camera cabling associated with a change order that will be completed at the end of August 2026. Per Iowa Code this is two times the estimated cost of the work.

Sincerely,

STORY CONSTRUCTION CO.



Deborah Thurmond
Assistant Project Manager

BID PACKAGE CONTRACTORS' APPLICATIONS FOR FINAL PAYMENT SUMMARY # F003

Project: Fitch Family Indoor Aquatic Center **Summary Application No:** F003

Owner: City of Ames

Date: August 14, 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: 08/14/2026

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: 8.14.2026

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 # F003 **Date:** August 14, 2026

Project: Fitch Family Indoor Aquatic Center

Owner: City of Ames

ımary Sheet

YMENT/ACCEPTANCE. REV2024-1203

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
BP22-1 (PO#62947)	BROCKWAY MECHANICAL & ROOFING	$4,184,363.00	$123,906.00	$4,308,269.00	$4,308,269.00	$0.00	$4,308,269.00	$4,288,269.00	$0.00	$20,000.00
Grand Totals		**$4,184,363.00**	**$123,906.00**	**$4,308,269.00**	**$4,308,269.00**	**$0.00**	**$4,308,269.00**	**$4,288,269.00**	**$0.00**	**$20,000.00**

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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G732/Cma

CONSTRUCTION MANAGER-ADVISOR EDITION

CONTRACTOR: **Brockway Mechanical & Roofing Co. Inc.**
1101 Osborn Street
PO Box 1190
Burlington, IA 52601

OWNER: **City of Ames**

CONTRACT FOR: **Add Bid Package 22-1 (PO #62947)**

PROJECT:
Fitch Family Indoor Aquatic Cntr
115 North Elm Avenue
Ames, IA 50010
VIA CONSTRUCTION MANAGER:
Story Construction Co
VIA ARCHITECT:
RDG Planning & Design, Inc.

APPLICATION NUMBER: **RET-FINAL**
PERIOD TO: **07/01/26**
PROJECT NOS.:
APPLICATION DATE: **7/29/2026**
CONTRACT DATE: **02/14/24**

Project number: R3004.472.01

Distribution to:
☐ OWNER
☐ CONSTRUCTION MANAGER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	**ORIGINAL CONTRACT SUM**		$4,184,363.00
2.	**Net Change By Change Orders**.....		$123,906.00
3.	**CONTRACT SUM TO DATE**	(Line 1 +2).....	$ 4,308,269.00
4.	**TOTAL COMPLETED & STORED TO DATE**..... (Column G on G703)		$4,308,269.00
5.	**RETAINAGE:**		
	a. 5% % of Completed Work (Columns D & E on G703)		
	b. 5% % of Stored Material (Column F on G703)	$0.00	
	Total Retainage (Line 5a + 5b or Total in Column 1 of G703)		$0.00
6.	**TOTAL EARNED LESS RETAINAGE**..... (Line 4 less Line 5 Total)		$4,308,269.00
7.	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$4,288,269.00
8.	**CURRENT PAYMENT DUE**		$20,000.00
9.	**BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$129,014.00	($2,353.00)
Total Approved this Month		($2,755.00)
TOTALS	$129,014.00	($5,108.00)
NET CHANGES by Change Order		$123,906.00

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:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached,and not the truthfulness, accuracy, or validity of that document.

By: Matthew J. Brockway Date: 7-29-26

State of: Iowa County of: Des Moines

Subscribed and sworn before me on by: Matthew J. Brockway proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary: Kylie M Hartman My Commissioning Expires:

NOTARIAL SEAL IOWA
KYLIE M. HARTMAN
Commission Number 870044
My Commission Expires
January 15, 2029

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....

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

CONSTRUCTION MGR:

By:_____ Date:_____

ARCHITECT:

By:_____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703, 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.

Fitch Family Indoor Aquatic Center

APPLICATION NO: RET-FINAL
APPLICATION DATE: 7/29/2026
PERIOD TO: 7/1/2026
PROJECT NO:

A	B			C	D	E	E(a)	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDERS	REVISED VALUE	WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	THIS PERIOD SALES TAX PAID					
HP	Bond	62,766.00		$62,766.00	$62,766.00		$0.00	$0.00	$62,766.00	100.00%	$0.00	$3,138.30
HP	Preconstruction	24,309.00		$24,309.00	$24,309.00		$0.00	$0.00	$24,309.00	100.00%	$0.00	$1,215.45
HP	Submittals	45,000.00		$45,000.00	$45,000.00		$0.00	$0.00	$45,000.00	100.00%	$0.00	$2,250.00
HP	Mobilization	22,161.00		$22,161.00	$22,161.00		$0.00	$0.00	$22,161.00	100.00%	$0.00	$1,108.05
HP	Closeout	20,922.00		$20,922.00	$20,922.00		$0.00	$0.00	$20,922.00	100.00%	$0.00	$1,046.10
H	Air Handling Units	977,323.00		$977,323.00	$977,323.00		$0.00	$0.00	$977,323.00	100.00%	$0.00	$48,866.15
H	- Labor	46,811.00		$46,811.00	$46,811.00		$0.00	$0.00	$46,811.00	100.00%	$0.00	$2,340.55
H	Gas Fired Rooftop Unit	45,874.00		$45,874.00	$45,874.00		$0.00	$0.00	$45,874.00	100.00%	$0.00	$2,293.70
H	- Labor	8,788.00		$8,788.00	$8,788.00		$0.00	$0.00	$8,788.00	100.00%	$0.00	$439.40
H	Ductwork	382,611.00		$382,611.00	$382,611.00		$0.00	$0.00	$382,611.00	100.00%	$0.00	$19,130.55
H	- Labor	160,284.00		$160,284.00	$160,284.00		$0.00	$0.00	$160,284.00	100.00%	$0.00	$8,014.20
H	Refrigerant Piping	28,322.00		$28,322.00	$28,322.00		$0.00	$0.00	$28,322.00	100.00%	$0.00	$1,416.10
H	- Labor	32,851.00		$32,851.00	$32,851.00		$0.00	$0.00	$32,851.00	100.00%	$0.00	$1,642.55
H	Air Duct Accessories	48,870.00		$48,870.00	$48,870.00		$0.00	$0.00	$48,870.00	100.00%	$0.00	$2,443.50
H	- Labor	23,262.00		$23,262.00	$23,262.00		$0.00	$0.00	$23,262.00	100.00%	$0.00	$1,163.10
H	Power Ventilators	11,040.00		$11,040.00	$11,040.00		$0.00	$0.00	$11,040.00	100.00%	$0.00	$552.00
H	- Labor	4,895.00		$4,895.00	$4,895.00		$0.00	$0.00	$4,895.00	100.00%	$0.00	$244.75
H	Grilles, Registers, Diffusers	23,133.00		$23,133.00	$23,133.00		$0.00	$0.00	$23,133.00	100.00%	$0.00	$1,156.65
H	- Labor	4,970.00		$4,970.00	$4,970.00		$0.00	$0.00	$4,970.00	100.00%	$0.00	$248.50
H	Condensing Units CU-1	38,226.00		$38,226.00	$38,226.00		$0.00	$0.00	$38,226.00	100.00%	$0.00	$1,911.30
H	- Labor	8,667.00		$8,667.00	$8,667.00		$0.00	$0.00	$8,667.00	100.00%	$0.00	$433.35
H	Water Cooled Chiller	65,114.00		$65,114.00	$65,114.00		$0.00	$0.00	$65,114.00	100.00%	$0.00	$3,255.70
H	- Labor	14,814.00		$14,814.00	$14,814.00		$0.00	$0.00	$14,814.00	100.00%	$0.00	$740.70
H	Unit Heaters	19,566.00		$19,566.00	$19,566.00		$0.00	$0.00	$19,566.00	100.00%	$0.00	$978.30
H	- Labor	8,684.00		$8,684.00	$8,684.00		$0.00	$0.00	$8,684.00	100.00%	$0.00	$434.20
H	Mini Split AC unit	3,686.00		$3,686.00	$3,686.00		$0.00	$0.00	$3,686.00	100.00%	$0.00	$184.30
H	- Labor	4,800.00		$4,800.00	$4,800.00		$0.00	$0.00	$4,800.00	100.00%	$0.00	$240.00
H	Screenwall Louvers	97,322.00		$97,322.00	$97,322.00		$0.00	$0.00	$97,322.00	100.00%	$0.00	$4,866.10
H	- Labor	28,810.00		$28,810.00	$28,810.00		$0.00	$0.00	$28,810.00	100.00%	$0.00	$1,440.50
H	Duct Insulation - Sub	49,828.00		$49,828.00	$49,828.00		$0.00	$0.00	$49,828.00	100.00%	$0.00	$2,491.40
H	DDC Controls - Sub	197,015.00		$197,015.00	$197,015.00		$0.00	$0.00	$197,015.00	100.00%	$0.00	$9,850.75
H	Test and Balance - Sub	11,290.00		$11,290.00	$11,290.00		$0.00	$0.00	$11,290.00	100.00%	$0.00	$564.50
P	Natural Gas Piping	8,893.00		$8,893.00	$8,893.00		$0.00	$0.00	$8,893.00	100.00%	$0.00	$444.65
P	- Labor	7,410.00		$7,410.00	$7,410.00		$0.00	$0.00	$7,410.00	100.00%	$0.00	$370.50
P	Hydronic Piping	259,200.00		$259,200.00	$259,200.00		$0.00	$0.00	$259,200.00	100.00%	$0.00	$12,960.00
P	- Labor	128,755.00		$128,755.00	$128,755.00		$0.00	$0.00	$128,755.00	100.00%	$0.00	$6,437.75
P	Hydronic Pumps & Accessories	88,912.00		$88,912.00	$88,912.00		$0.00	$0.00	$88,912.00	100.00%	$0.00	$4,445.60
P	- Labor	31,623.00		$31,623.00	$31,623.00		$0.00	$0.00	$31,623.00	100.00%	$0.00	$1,581.15
P	Condensing Boilers	144,800.00		$144,800.00	$144,800.00		$0.00	$0.00	$144,800.00	100.00%	$0.00	$7,240.00
P	- Labor	8,577.00		$8,577.00	$8,577.00		$0.00	$0.00	$8,577.00	100.00%	$0.00	$428.85
P	Heat Exchangers for HVAC	16,800.00		$16,800.00	$16,800.00		$0.00	$0.00	$16,800.00	100.00%	$0.00	$840.00
P	- Labor	5,858.00		$5,858.00	$5,858.00		$0.00	$0.00	$5,858.00	100.00%	$0.00	$292.90
P	Plumbing/Piping Insulation -Sub	83,410.00		$83,410.00	$83,410.00		$0.00	$0.00	$83,410.00	100.00%	$0.00	$4,170.50
P	Plumbing Piping	288,210.00		$288,210.00	$288,210.00		$0.00	$0.00	$288,210.00	100.00%	$0.00	$14,410.50
P	- Labor	258,801.00		$258,801.00	$258,801.00		$0.00	$0.00	$258,801.00	100.00%	$0.00	$12,940.05
P	Plumbing Piping Specialties	51,807.00		$51,807.00	$51,807.00		$0.00	$0.00	$51,807.00	100.00%	$0.00	$2,590.35
P	- Labor	28,925.00		$28,925.00	$28,925.00		$0.00	$0.00	$28,925.00	100.00%	$0.00	$1,446.25
P	Storm Drainage Piping	51,277.00		$51,277.00	$51,277.00		$0.00	$0.00	$51,277.00	100.00%	$0.00	$2,563.85
P	- Labor	43,940.00		$43,940.00	$43,940.00		$0.00	$0.00	$43,940.00	100.00%	$0.00	$2,197.00

P	Plumbing Equipment	28,695.00		$28,695.00	$28,695.00		$0.00	$0.00	$28,695.00	100.00%	$0.00	$1,434.75
P	- Labor	7,430.00		$7,430.00	$7,430.00		$0.00	$0.00	$7,430.00	100.00%	$0.00	$371.50
P	Plumbing Fixtures	72,471.00		$72,471.00	$72,471.00		$0.00	$0.00	$72,471.00	100.00%	$0.00	$3,623.55
P	- Labor	46,555.00		$46,555.00	$46,555.00		$0.00	$0.00	$46,555.00	100.00%	$0.00	$2,327.75
				$0.00			$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
CO1	Hydronic Pumps Flow Update		($2,320.00)	($2,320.00)	($2,320.00)		$0.00	$0.00	($2,320.00)	100.00%	$0.00	($116.00)
CO2	Change Events		$38,702.00	$38,702.00	$38,702.00		$0.00	$0.00	$38,702.00	100.00%	$0.00	$1,935.10
CO3	PCO/CE #024 Pool AHJ Mods (BP22-1)		$12,066.00	$12,066.00	$12,066.00		$0.00	$0.00	$12,066.00	100.00%	$0.00	$603.30
	PCO/CE #025 Interior Finishes (BP22-1)		($33.00)	($33.00)	($33.00)		$0.00	$0.00	($33.00)	100.00%	$0.00	($1.65)
CO4	PCO/CE #42 Pool Trench Drain Float Arm		$2,318.00	$2,318.00	$2,318.00		$0.00	$0.00	$2,318.00	100.00%	$0.00	$115.90
CO5	Changing 108F Shower Mods (PR-24)		$7,180.00	$7,180.00	$7,180.00		$0.00	$0.00	$7,180.00	100.00%	$0.00	$359.00
CO6	Storerooms - HVAC		$6,626.00	$6,626.00	$6,626.00		$0.00	$0.00	$6,626.00	100.00%	$0.00	$331.30
CO7	Storage Room insulation		$1,141.00	$1,141.00	$1,141.00		$0.00	$0.00	$1,141.00	100.00%	$0.00	$57.05
CO8	Mech Equipment Relocate		$44,749.00	$44,749.00	$44,749.00		$0.00	$0.00	$44,749.00	100.00%	$0.00	$2,237.45
CO9	Boiler E-stops & CM detectors		$404.00	$404.00	$404.00		$0.00	$0.00	$404.00	100.00%	$0.00	$20.20
CO10	CO2 Line Insulation		$1,488.00	$1,488.00	$1,488.00		$0.00	$0.00	$1,488.00	100.00%	$0.00	$74.40
CO11	MEP Commissioning Revisions		$14,340.00	$14,340.00	$14,340.00		$0.00	$0.00	$14,340.00	100.00%	$0.00	$717.00
CO12	Tile repairs at Showers, Paint touch ups		($2,755.00)	($2,755.00)	($2,755.00)		$0.00	$0.00	($2,755.00)	100.00%	$0.00	($137.75)
		$4,184,363.00	$123,906.00	$4,308,269.00	$4,308,269.00	$0.00	$0.00	$0.00	$4,308,269.00	100.00%	$0.00	$215,413.45
	GRAND TOTALS	$4,184,363.00	$123,906.00	$4,308,269.00	$4,308,269.00	$0.00	$0.00	$0.00	$4,308,269.00	100.00%	$0.00	$215,413.45

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. 22-1 – Plumbing & HVAC Work
(PO #62947)
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)*

Brockway Mechanical & Roofing Co., Inc.
4310 NE 14th Street
Des Moines, IA 50313

CONTRACTOR'S Authorized Representative *(Signature)*

Matthew Brockway, Vice President
(Printed name and title)

June 30, 2026
Date

Subscribed and sworn to before me on this date: 6-30-26

NOTARIAL SEAL IOWA
KYLIE M. HARTMAN
Commission Number 870044
My Commission Expires
January 15, 2029

Notary Public: Kylie M. Hartman
My Commission Expires: 1-15-29

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User Notes: (69dd53816b60415508f2bc1d)

AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: [ ]
	#R3004.472.01	ARCHITECT: [ ]
Fitch Family Indoor Aquatic Center	**CONTRACT FOR:**	CONTRACTOR: [ ]
	BP No. 22-1 – Plumbing & HVAC Work	SURETY: [ ]
	(PO #62947)	
115 North Elm Avenue	**CONTRACT DATED:**	OTHER: [ ]
Ames, IA 50010	February 14, 2024	
	Bond # 3262686	

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)

The Cincinnati Insurance Company
6200 S Gilmore Road
Fairfield, OH 45014-5141

, SURETY,

on bond of
(Insert name and address of Contractor)

Brockway Mechanical & Roofing Co., Inc.
4310 NE 14th Street
Des Moines, IA 50313

, 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: 6/17/2026
(Insert in writing the month followed by the numeric date and year.)

The Cincinnati Insurance Company
SURETY *(Signature)*

(Printed name and title) Kurt Feller, Attorney-in-Fact

Attest:
(Seal):

The Cincinnati Insurance Company CORPORATE SEAL OHIO

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User Notes: (69dd53a66b60415508f2bc25)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Robert L. Kollsmith; Timothy J. Foley; Jason D. Smith; James M. Smith; Kurt Feller; Lukas Schroder; Dora B. Stevens; Mason Stickney; Lauri Meneough; Christy Ritchie; Deborah Kling; Karin Warth and/or Belinda Colwell

of Cedar Rapids, Iowa
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fourty Million Dollars and No/100 ($40,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 17th day of June , 2026 .

BN-1457 (3/21)

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:	**Brockway Mechanical & Roofing Co., Inc.** BP No. 22-1 – Plumbing & HVAC Work 4310 NE 14th Street Des Moines, IA 50313

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

CONTRACTOR SIGNATURE:

By: _____ Date: June 30, 2026

Printed Name: Matthew Brockway, Vice President

CITY OF
ames™
FINANCE DEPARTMENT
PURCHASING DIVISION
515 Clark Ave., PO Box 811, Ames, IA 50010
Ph: 515-239-5125 Fax: 515-239-5325

PURCHASE ORDER

No. 062948
PAGE 1

THIS NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING PAPERS, INVOICES, AND CORRESPONDENCE RELATING TO THIS ORDER.

TO:

VAN MAANEN ELECTRIC INC
PO BOX 1131
NEWTON, IA 50208

SHIP TO:

CITY OF AMES
AQUATIC CENTER
122 N OAK AVENUE
AMES, IA 50010

VENDOR #	DATE	DELIVER BY	CONTRACT #	PURCHASING CONTACT	REQUISITION #
38931	03/01/24	10/15/25		KAREN SERVER	

TAX ID NUMBER	ACCOUNT NUMBER	PROJECT	REQUISITIONED BY
85-499	SEE BELOW		

LINE #	QUANTITY	UOM	DESCRIPTION	UNIT COST	EXTENDED
			********** CHANGE ORDER **********	Change Order #23, Contract Change 22	
2	4456.00	DL	BID PACKAGE 26-1 ELECTRICAL, COMMUNICATIONS, ELECTRONIC SAFETY & SECURITY WORK FOR FITCH FAMILY INDOOR AQUATIC CENTER	1.0000	4456.00
				SUB-TOTAL	4456.00
				TOTAL	4456.00

REMARKS:
*
PROJECT TO BE COMPLETED IN ACCORDANCE WITH PROJECT PLANS AND SPECIFICATIONS.
*
AWARDED BY AMES CITY COUNCIL RESOLUTION NO. 24-039 ON JANUARY 23, 2024.
*
CONTRACT & BOND APPROVED BY AMES CITY COUNCIL RESOLUTION NO. 24-075 ON FEBRUARY 13, 2024.
*
CHANGE ORDER #1: ADD $21,953 TO LINE 1 FOR PCO-010 APPROVED BY KEITH ABRAHAM 8/27/24, KS 8/30/24.
*
CHANGE ORDER #2: ADD 14,237 TO LINE 1 FOR PC0-020, CE-019 TRANSFORMER RELOCATE, APPROVED BY BRIAN PHILLIPS, 9/30/24, KS 9/30/24.
*
CHANGE ORDER #3: ADD $4,679 TO LINE 1 FOR CCO-003, ELECTRICAL REVISIONS FOR AHU-1, PCO-021, CE-021, PR-011 & FIXTURE SWA DIMMING, PCO-026, CE-026, APPROVED BY PA VANG GOLDBECK ON 11/27/24, KS, 11/27/24.
*

INVOICE PROCEDURE

SUBMIT INVOICE TO THE CITY OF AMES VIA EMAIL TO: ACCOUNTSPAYABLE@CITYOFAMES.ORG

Karen Server 08/20/26

AUTHORIZED SIGNATURE **DATE**

CITY OF
ames™
FINANCE DEPARTMENT
PURCHASING DIVISION
515 Clark Ave., PO Box 811, Ames, IA 50010
Ph: 515-239-5125 Fax: 515-239-5325

PURCHASE ORDER

No. 062948
PAGE 2

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TO:

VAN MAANEN ELECTRIC INC
PO BOX 1131
NEWTON, IA 50208

SHIP TO:

CITY OF AMES
AQUATIC CENTER
122 N OAK AVENUE
AMES, IA 50010

VENDOR #	DATE	DELIVER BY	CONTRACT #	PURCHASING CONTACT	REQUISITION #
38931	03/01/24	10/15/25		KAREN SERVER	

TAX ID NUMBER	ACCOUNT NUMBER	PROJECT	REQUISITIONED BY
85-499	SEE BELOW		

LINE #	QUANTITY	UOM	DESCRIPTION	UNIT COST	EXTENDED
			********** CHANGE ORDER **********		

CHANGE ORDER #4 (INTERNAL): MOVE $672,622.92 FROM LINE 1 TO LINE 2 PER NANCY MASTELLER, 12/8/24, KS 12/10/24.
*
CHANGE ORDER #5 (CONTRACT CHANGE #4) ADD $1,007 TO LINE 2, PCO-037, CE-037, APPROVED BY PA GOLDBECK 6/16/25, KS 6/16/25.
*
CHANGE ORDER #6 (CONTRACT CHANGE #5): ADD $1356 TO LINE 2, APPROVED BY PA VANG GOLDBECK ON 7/25/25 KS 8/1/25.
*
CHANGE ORDER #7 (CONTRACT CHANGE #6): ADD $959 TO LINE 2 FOR AUTO DOOR OPERATORS CORRIDOR 108, APPROVED BY PA GOLDBECK, 9/29/25, KS 9/29/25.
*
CHANGE ORDER #8 (CONTRACT CHANGE #7): ADD 9,040 TO LINE 2 FOR ICN FIBER OPTIC, APPROVED BY AMES CITY COUNCIL RESOLUTION NO. 25-518 ON OCTOBER 14, 2025.
*
CHANGE ORDER #9 (CONTRACT CHANGE #8): ADD $2,411 TO LINE 2, NEW FIXTURE TYPE DB (PCO-063, CE-063), APPROVED BY KEITH ABRAHAM, 11/3/25, KS 11/21/25.
*
CHANGE ORDER #10 (CONTRACT CHANGE #9): ADD $1,049 TO LINE 2 FOR TV MOUNTING HEIGHTS (PCO-054, CE-054 CCD-009), APPROVED BY KEITH ABRAHAM 11/17/25, KS 11/24/25.
*
CHANGE ORDER #11 (CONTRACT CHANGE #10): ADD $483 TO LINE 2 FOR THICKENING SLAD AT 110, PCO-040, CE-040, APPROVED BY KEITH ABRAHAM, 12/18/25,

INVOICE PROCEDURE

SUBMIT INVOICE TO THE CITY OF AMES VIA EMAIL TO: ACCOUNTSPAYABLE@CITYOFAMES.ORG

Karen Server 08/20/26

AUTHORIZED SIGNATURE **DATE**

CITY OF
ames™
FINANCE DEPARTMENT
PURCHASING DIVISION
515 Clark Ave., PO Box 811, Ames, IA 50010
Ph: 515-239-5125 Fax: 515-239-5325

PURCHASE ORDER

No. 062948
PAGE 3

THIS NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING PAPERS, INVOICES, AND CORRESPONDENCE RELATING TO THIS ORDER.

TO:

VAN MAANEN ELECTRIC INC
PO BOX 1131
NEWTON, IA 50208

SHIP TO:

CITY OF AMES
AQUATIC CENTER
122 N OAK AVENUE
AMES, IA 50010

VENDOR #	DATE	DELIVER BY	CONTRACT #	PURCHASING CONTACT	REQUISITION #
38931	03/01/24	10/15/25		KAREN SERVER	

TAX ID NUMBER	ACCOUNT NUMBER	PROJECT	REQUISITIONED BY
85-499	SEE BELOW		

LINE #	QUANTITY	UOM	DESCRIPTION	UNIT COST	EXTENDED
			********** CHANGE ORDER **********		

KS, 1/20/26.
*
CHANGE ORDER #12 (CONTRACT CHANGE #11): ADD $15,144 TO LINE 2 FOR A/V MEDIA PLAYER, TOUCH PADS ANTENNA & MIC, PCO-065, CE-065, APPROVED BY KEITH ABRAHAM 1/26/26, KS 3/13/26.
*
CHANGE ORDER #13 (CONRACT CHANGE #12): ADD $8,348 TO LINE 2 FOR AQUATIC STOREROOMS HVAC & BOILER BREAKER VOLTAGE, PCO-068, CE-068 & PCO-076 & CE-076, APPROVED BY PA GOLDBECK 3/13/26, KS 3/13/26.
*
CHANGE ORDER #14 (CONTRACT CHANGE #13): DEDUCT -($2,412) TO LINE 2 FOR DISTRIBUTED ANTENNA SYSTEM & COMBO STARTER EF-1A NEMA 4, PCO-075, CE-075 & PCO-080, CE-080 APPROVED BY PA GOLDBECK 3/13/26, KS, 31/13/26.
*
CHANGE ORDER $15 (CONTRACT CHANGE #14): ADD $1,524 TO LINE 2 FOR ADMIN SUITE MICROWAVE CIRCUIT & BFP FLOOD PROTECTION VALVE ALERT, PCO-081, CE-081, & PCO-085, CE-085, RFI-165, APPROVED BY PA GOLDBECK ON 3/13/26, KS 3/13/26.
*
CHANGE ORDER #16 (CONTRACT CHANGE #15): ADD $7,233 TO LINE 2 FOR EMERGENCY STOPS ADDED LOCATION & A/V WEBCAST CHANGES, PCO-078, CE-078 & PCO-083, CE-083 AOORIVED BY PA GOLDBECK 3/13/26, KS 3/13/26.
*
CHANGE ORDER #17 (CONTRACT CHANGE #16): ADD $17,430 TO LINE 2, APPROVED BY AMES CITY COUNCIL RESOLUTION NO. 26-241 ON APRIL 21, 2026.

INVOICE PROCEDURE

SUBMIT INVOICE TO THE CITY OF AMES VIA EMAIL TO: ACCOUNTSPAYABLE@CITYOFAMES.ORG

Karen Server 08/20/26

AUTHORIZED SIGNATURE **DATE**

CITY OF
ames™
FINANCE DEPARTMENT
PURCHASING DIVISION
515 Clark Ave., PO Box 811, Ames, IA 50010
Ph: 515-239-5125 Fax: 515-239-5325

PURCHASE ORDER

No. 062948
PAGE 4

THIS NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING PAPERS, INVOICES, AND CORRESPONDENCE RELATING TO THIS ORDER.

TO:

VAN MAANEN ELECTRIC INC
PO BOX 1131
NEWTON, IA 50208

SHIP TO:

CITY OF AMES
AQUATIC CENTER
122 N OAK AVENUE
AMES, IA 50010

VENDOR #	DATE	DELIVER BY	CONTRACT #	PURCHASING CONTACT	REQUISITION #
38931	03/01/24	10/15/25		KAREN SERVER	

TAX ID NUMBER	ACCOUNT NUMBER	PROJECT	REQUISITIONED BY
85-499	SEE BELOW		

LINE #	QUANTITY	UOM	DESCRIPTION	UNIT COST	EXTENDED
			********** CHANGE ORDER **********		

CHANGE ORDER #18 (CONTRACT CHANGE #17): ADD $1,952 TO LINE 2, APPROVED BY KEITH ABRAHAM, 4/20/26, KS 5/31/26.

CHANGE ORDER #19 (CONTRACT CHANGE #18): ADD $4,046 TO LINE 2, APPROVED BY KEITH ABRAHAM, 5/18/26, KS 5/31/26.

CHANGE ORDER #20 (CONTRACT CHANGE #19): ADD $15,692 TO LINE 2, APPROVED BY KEITH ABRAHAM, 5/21/26, KS 5/31/26.

CHANGE ORDER #21 (CONTRACT CHANGE #20): ADD $19,125 TO LINE 2 FOR AV BLUE SOUND MEDIA PLAYER, PCO-106, CE-106 & PA SYSTEM VOICE OUTPUTS, PCO-101 CE-101, APPROVED BY PA GOLDBERG, 7/7/26, KS, 7/8/26.

CHANGE ORDER #22 (CONTRACT CHANGE #21): ADD $2,426 TO LINE 2 FOR PAGING SYSTEM INTERFACE, PCO-113, CE-113, APPROVED BY PA GOLDBECK, 7/28/26, KS, 7/28/26.

CHANGE ORDER #23, CONTRACT CHANGE #22: ADD $4,456 TO LINE 2 FOR PARKING LOT CAMERA CABLING, PCO-114, CE-114, APPROVED BY PA GOLDBECK, 8/20/26.

INVOICE PROCEDURE

SUBMIT INVOICE TO THE CITY OF AMES VIA EMAIL TO: ACCOUNTSPAYABLE@CITYOFAMES.ORG

Karen Server 08/20/26

AUTHORIZED SIGNATURE **DATE**

CITY OF
Ames™
FINANCE DEPARTMENT
PURCHASING DIVISION
515 Clark Ave., PO Box 811, Ames, IA 50010
Ph: 515-239-5125 Fax: 515-239-5325

PURCHASE ORDER

No. 062948
PAGE 5

THIS NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING PAPERS, INVOICES, AND CORRESPONDENCE RELATING TO THIS ORDER.

TO:

VAN MAANEN ELECTRIC INC
PO BOX 1131
NEWTON, IA 50208

SHIP TO:

CITY OF AMES
AQUATIC CENTER
122 N OAK AVENUE
AMES, IA 50010

VENDOR #	DATE	DELIVER BY	CONTRACT #	PURCHASING CONTACT	REQUISITION #
38931	03/01/24	10/15/25			

TAX ID NUMBER	ACCOUNT NUMBER	PROJECT	REQUISITIONED BY
85-499			

LINE #	QUANTITY	UOM	DESCRIPTION	UNIT COST	EXTENDED
			********** CHANGE ORDER **********		

****
* ACCOUNTING INFORMATION ONLY - DO NOT SEND THIS PAGE TO THE VENDOR*
****

REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT
0000062546 38553114597520	02/23/24	K ABRAHAM/KS 2024-063		4456.00

INVOICE PROCEDURE

SUBMIT INVOICE TO THE CITY OF AMES VIA EMAIL TO: ACCOUNTSPAYABLE@CITYOFAMES.ORG

Karen Lerner 08/20/26

AUTHORIZED SIGNATURE **DATE**

STORY CONSTRUCTION

CCO #022

Story Construction Co.
2810 Wakefield Circle
Ames, Iowa 50010
Phone: (515) 232-4368

Project: 23401-01 - Fitch Family Indoor Aquatic Center
115 N Elm Avenue
Ames, Iowa 50010

Change Order #022

CONTRACT COMPANY:	VAN MAANEN ELECTRIC, INC. 500 IOWA SPEEDWAY DRIVE NEWTON, Iowa 50208	**CONTRACT FOR:**	BP26-1 (PO#62948):Electrical, Communications, Electric Safety & Security Work
DATE CREATED:	8/05/2026	**CREATED BY:**	Caty Erichsen (STORY CONSTRUCTION CO.)
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
SCHEDULE IMPACT:		**TOTAL AMOUNT:**	$4,456.00

DESCRIPTION:
Please see changes as itemized below:
CE #114 - Parking Lot Camera Cabling (PR-33R) ADD $4,456.00

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

#	Description	Amount
1	PCO/CE #114 (BP26-1) Parking Lot Camera Cabling	$4,456.00
	Grand Total:	$4,456.00

The original (Contract Sum)	$ 1,477,436.00
Net change by previously authorized Change Orders	$ 147,682.00
The contract sum prior to this Change Order was	$ 1,625,118.00
The contract sum would be changed by this Change Order in the amount of	$ 4,456.00
The new contract sum including this Change Order will be	$ 1,629,574.00
The contract time will not be changed by this Change Order.	

Story Construction Co. 2810 Wakefield Circle Ames, Iowa 50010	SIGNATURE	Deb Thurmond, Assistant PM	08/05/2026 DATE
VAN MAANEN ELECTRIC, INC. 500 IOWA SPEEDWAY DRIVE NEWTON, Iowa 50208	SIGNATURE		8/5/26 DATE
RDG PLANNING & DESIGN 301 GRAND AVENUE DES MOINES, Iowa 50309	SIGNATURE	Brad Rodenburg, AIA, RDG	8/12/2026 DATE
CITY OF AMES 515 Clark Avenue Ames, Iowa 50010	SIGNATURE	KEITH ABRAHAM, CoA	8/20/26 DATE
CITY OF AMES 515 Clark Avenue Ames, Iowa 50010	SIGNATURE	PA GOLDBECK, CoA	8/20/26 DATE

Ln 2

ITEM #:	**26**
DATE:	**08-25-26**
DEPT:	**P&H**

COUNCIL ACTION FORM

SUBJECT: MINOR FINAL PLAT FOR NORTHRIDGE HEIGHTS 20TH ADDITION

BACKGROUND:

Theodore and Stacie Schaper are requesting approval of a Minor Subdivision Final Plat to create Northridge Heights Subdivision 20th Addition. The property is currently platted as Northridge Heights Subdivision 12th Addition, Lot 4, and contains 1.4 acres (Attachment A). The lot is the home of the Super Shine Car Wash and is addressed as 3706 Stange Road (Attachment B).

The owner desires to divide the front portion off from the site to allow for development of a new Bank. The zoning district applied to this site is Convenience General Service (CGS).

The property currently contains Super Shine Car Wash, approved by the City in 2008. The car wash is set back from Stange Road by approximately 188 feet. Between the car wash and the street, set back approximately 86 feet from Stange, is a cross access drive that connects from Tiverton Court to the Casey's immediately to the south. The Plat will create a new buildable lot for this area that utilizes the existing shared access drive.

No public improvements are required for the subdivision and it can therefore be approved as a Minor Subdivision without first having a Preliminary Plat approval.

The proposed plat subdivides the existing Lot 4 into two lots: Lot 1, at the front (west) of the current property is to be 0.42 acres (Attachment C), which covers the grassy area and part of the access drive. The remainder of the property, 0.98 acres, is to be Lot 2. Lot 1 is intended for the construction of a VisionBank. Lot 2 will continue to host the car wash.

Lot 1 will have frontage on Stange Road and Tiverton Court. Lot 2 will have frontage on Tiverton Court. Each lot will meet individual development standards for parking, landscaping, lot area, etc. Both properties will continue to take vehicular access from Tiverton Court. An ingress-egress access easement currently exists over the access road, crossing the entire property from Tiverton Court to the Casey's property.

Lot 1 is crossed by two easements: one for a private water main and the other for a private sanitary sewer. These easements cover the existing utility connections for the car wash. Ordinarily, utility connections are not allowed to cross property lines and must be accessed directly from the public right-of-way. The pre-existing utilities are allowed to remain so long as they are covered by easements.

ALTERNATIVES:

1. Approve the final plat of Northridge Heights 20th Addition.

2. Deny the final plat for Northridge Heights 20th Addition on the basis that the Council finds that the development does not comply with the Zoning or the Subdivision Ordinances, 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 for Northridge Heights 20th Addition, staff finds that it complies with all relevant and applicable design and improvement standards of the Subdivision Regulations of Municipal Code, *Ames Plan 2040,* other adopted City plans, ordinances, and standards.

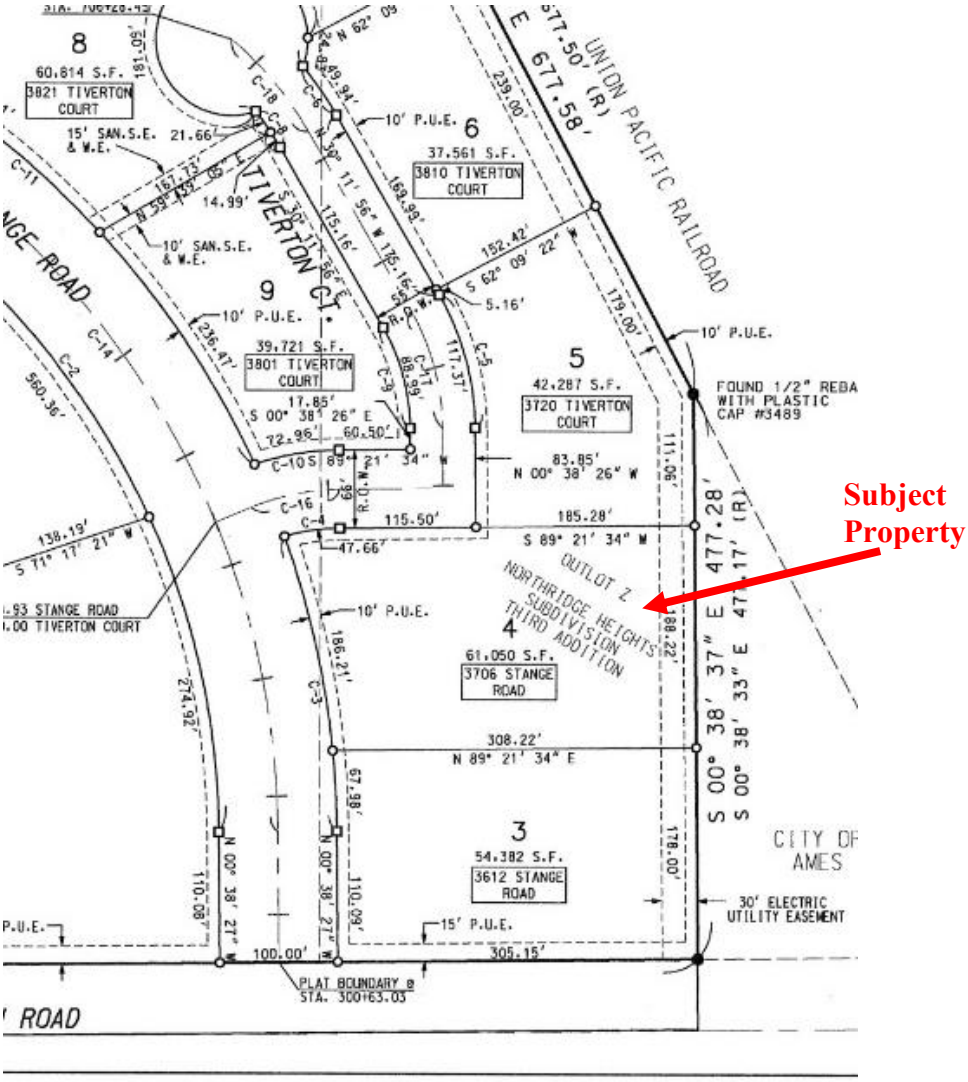
The proposed lot is buildable as intended for a small bank and with the approval of the subdivision, the bank project can proceed. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative 1, as described above.

ATTACHMENT(S):
Attachment A - Existing Plat.pdf
Attachment B - Location & Zoning Maps.pdf
Attachment C - Final Plat.pdf

Attachment A

Existing Plat

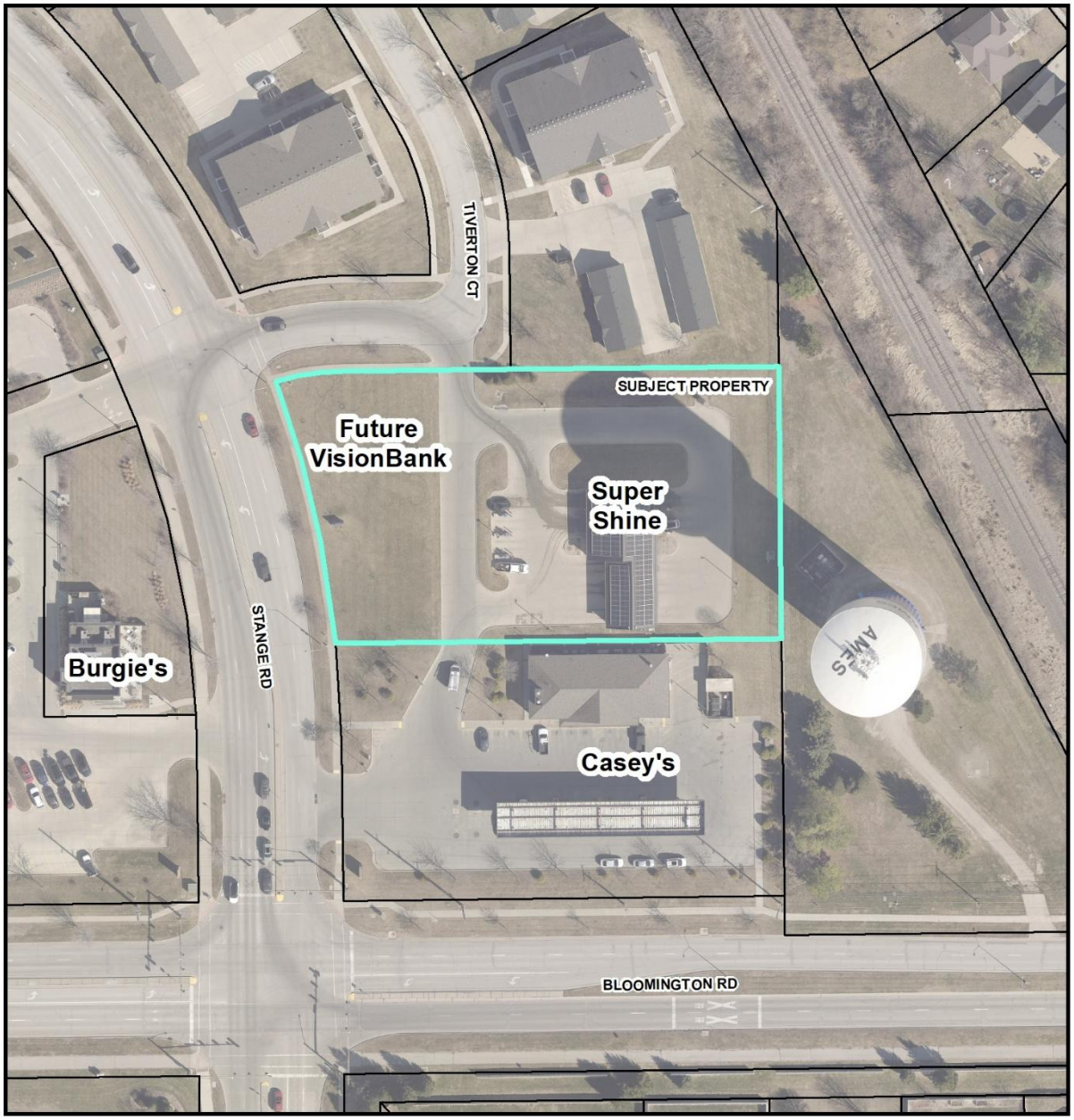


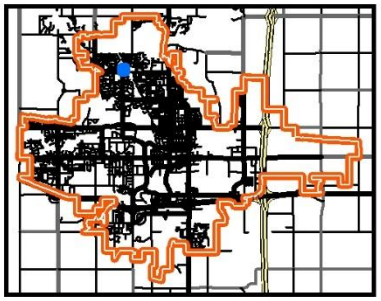


Subject Property

Attachment B

Location & Zoning Maps

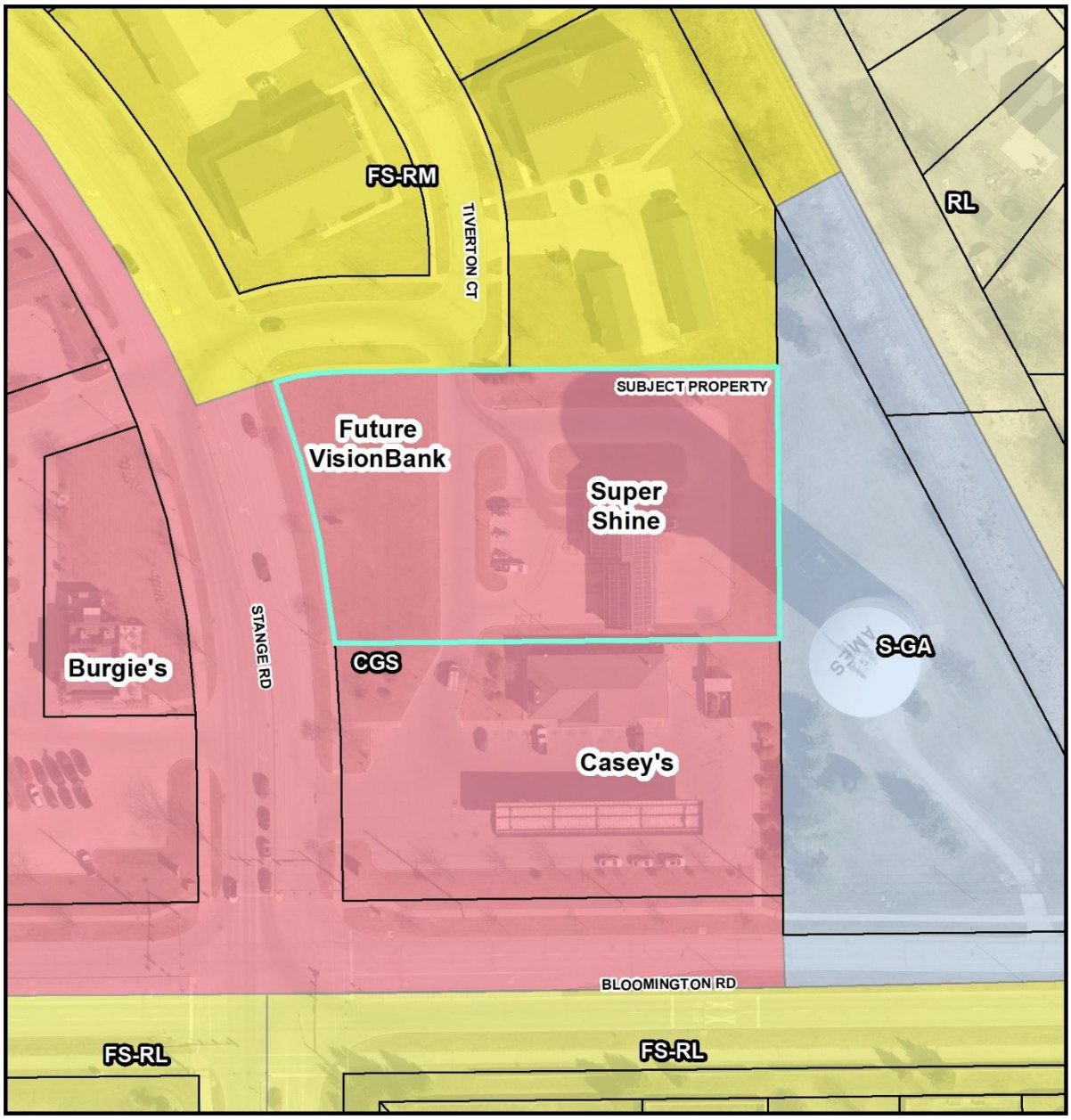


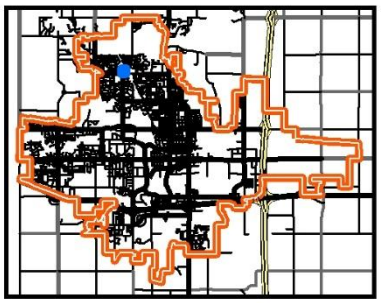


Northridge Heights 20th Addition
3706 Stange Road
Future Home of VisionBank

0 50 100 200 Feet

N





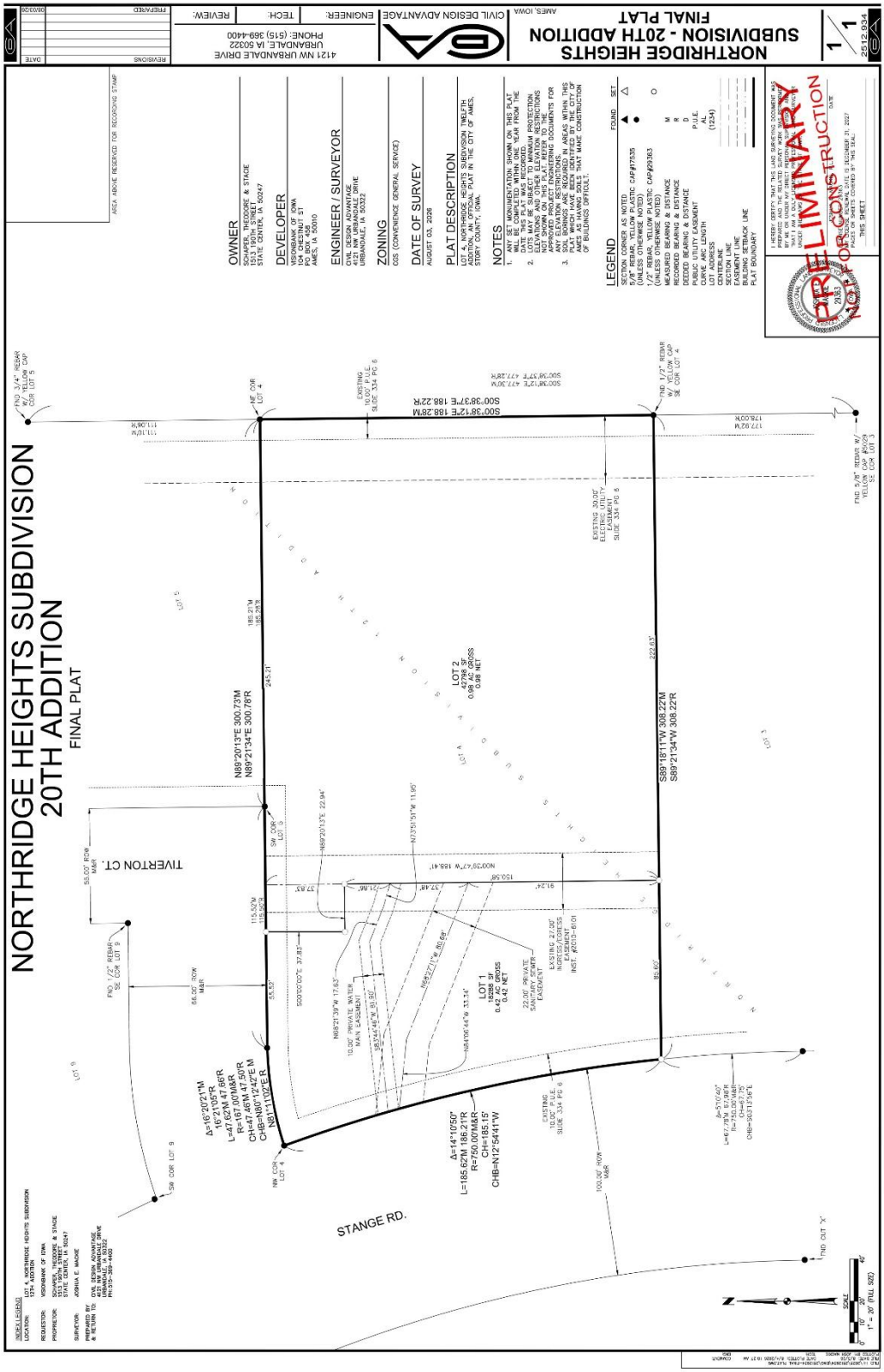
Northridge Heights 20th Addition
3706 Stange Road
Future Home of VisionBank

0 50 100 200 Feet

N

Attachment C

Final Plat



ITEM #:	**27**
DATE:	**08-25-26**
DEPT:	**P&H**

COUNCIL ACTION FORM

SUBJECT: PLAT OF SURVEY FOR 999 E 190TH STREET AND 6494 ARRASMITH TRAIL

BACKGROUND:

The subdivision regulations in Chapter 23 of the Ames Municipal Code include the process for creating or modifying property boundaries and for determining if any improvements are required in conjunction with the platting of property. The City's subdivision regulations apply within two miles of the City's boundary.

This request relates to a proposed plat of survey for properties located at 999 E 190th & 6494 Arrasmith Trail. The proposed plat of survey is a boundary line adjustment between the two existing parcels (see attached location map). Both parcels are outside the Ames corporate limits, but within the two-mile area where the City of Ames has review jurisdiction for land divisions in addition to Story County.

The subject properties are within a Rural Residential designated area of the City where no expansion of the City is planned. **Adjusting the boundaries of existing parcels in a manner that does not create new developable area is consistent with the policies of the City for areas that are not part of the Urban Reserve and are already residentially developed areas as described within Ames Plan 2040.**

The existing 18.11 acre parcel at 999 E 190th Street includes a dwelling on a large wooded lot. It abuts the other subject parcel located to the north at 6494 Arrasmith Trail, which is two acres and contains two small outbuildings. The existing parcels will be reconfigured into Parcels S and T (see attached Plat of Survey). The lot at 6494 Arrasmith will be reduced in size to 1.32 acres and the east boundary line shifted to the west so that a portion of 999 E 190th Street can be enlarged northward. **As a boundary line adjustment no infrastructure improvements are required. Therefore, no requests for waivers of subdivision standards and accompanying covenants are required.**

Approval of this plat of survey will allow the applicant to prepare the official plat of survey and submit it to the Planning and Housing Director for review. The Director will sign the plat of survey confirming that it fully conforms to all conditions of approval. The prepared plat of survey may then be signed by the surveyor, who will submit it for recording in the Office of the Story County Recorder.

ALTERNATIVES:

1. Approve the proposed plat of survey.

2. Deny the proposed plat of survey on the basis that the City Council finds that the requirements for plats of survey as described in Section 23.309 have not been satisfied.

3. Refer this request back to staff and/or the owner for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

As a boundary line adjustment, the Plat of Survey does not create new buildable lots within two miles of the City nor trigger any additional infrastructure improvements per City requirements. Staff finds that the proposed plat of survey complies with Ames Plan 2040, as no new development parcels are being created. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative 1, as describe above.

ATTACHMENT(S):
Attachments- Existing Conditions and Proposed Plat of Survey.pdf

NW CORNER LOT 5
& NW CORNER
SW1/4, SW1/4
SEC. 13-84-24
FOUND 1/2" REBAR
W/ YELLOW CAP
#6586

REC. AS S89°59'57"E 669.86'
S89°56'17"E 669.99'

NE COR. LOT 5
SW1/4, SW1/4
SEC. 13-84-24
FOUND 1/2" REBAR
W/ YELLOW CAP
#6586

N00°34'48"E
130.37'
132'(R)

MACHINE
BUILDING

LOT 5
87327.50 S.F.
2.00 ACRES

PID: 0513300305

SHED - CURRENTLY
BEING REMOVED

132'(R)
130.22'
S00°21'48"W
N00°17'51"E(R)

S89°57'03"E 670.49'
REC. AS 660'

SHED

HOUSE/
GARAGE

PARCEL H
SL 253, PG 3

LOT 3

PARCEL D
SL 159, PG 1

SW1/4, SW1/4
SEC. 13-84-24

LOT 2

REC. AS 18 Ch (1188')
N00°34'48"E 1173.36'

18 Ch (1188') (R)
S00°21'48"W 1171.98'
REC. AS N00°17'51"E

LOT 6
788837.45 S.F.
18.11 ACRES

999 E. 190TH STREET
PID: 0513300315

PT. SE1/4, SE1/4, SE1/4
SEC. 14-84-24

LOT 4

PARCEL E
SL 159, PG 1

EXISTING
25' ACCESS
EASEMENT

660'(R)
S89°56'05"W 674.93'
REC. AS S89°51'45"W 674.94'

E. 190TH STREET (66')

SW CORNER
SEC. 13-84-24
FOUND AXLE
IN CONC. POST

SE COR. LOT 6
SW1/4, SW1/4
SEC. 13-84-24
FOUND 1" PIPE

Owner: Nancy M. Raymond Revocable Trust
Property: Lot 5 in the Subdivision of the SW1/4, SW1/4 of Section 13-84-24, Story County, Iowa

Owners: Robert D. & Kristin K. Hart
Property: Lot 6 in the Subdivision of the SW1/4, SW1/4 of Section 13-84-24, Story County, Iowa

N

0 120' 240'

STRAND ASSOCIATES®
Strand Associates, Inc.
2802 South Loop Drive
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

SKETCH OF EXISTING PARCELS

JOB# 7229.362 DATE: 7/27/26

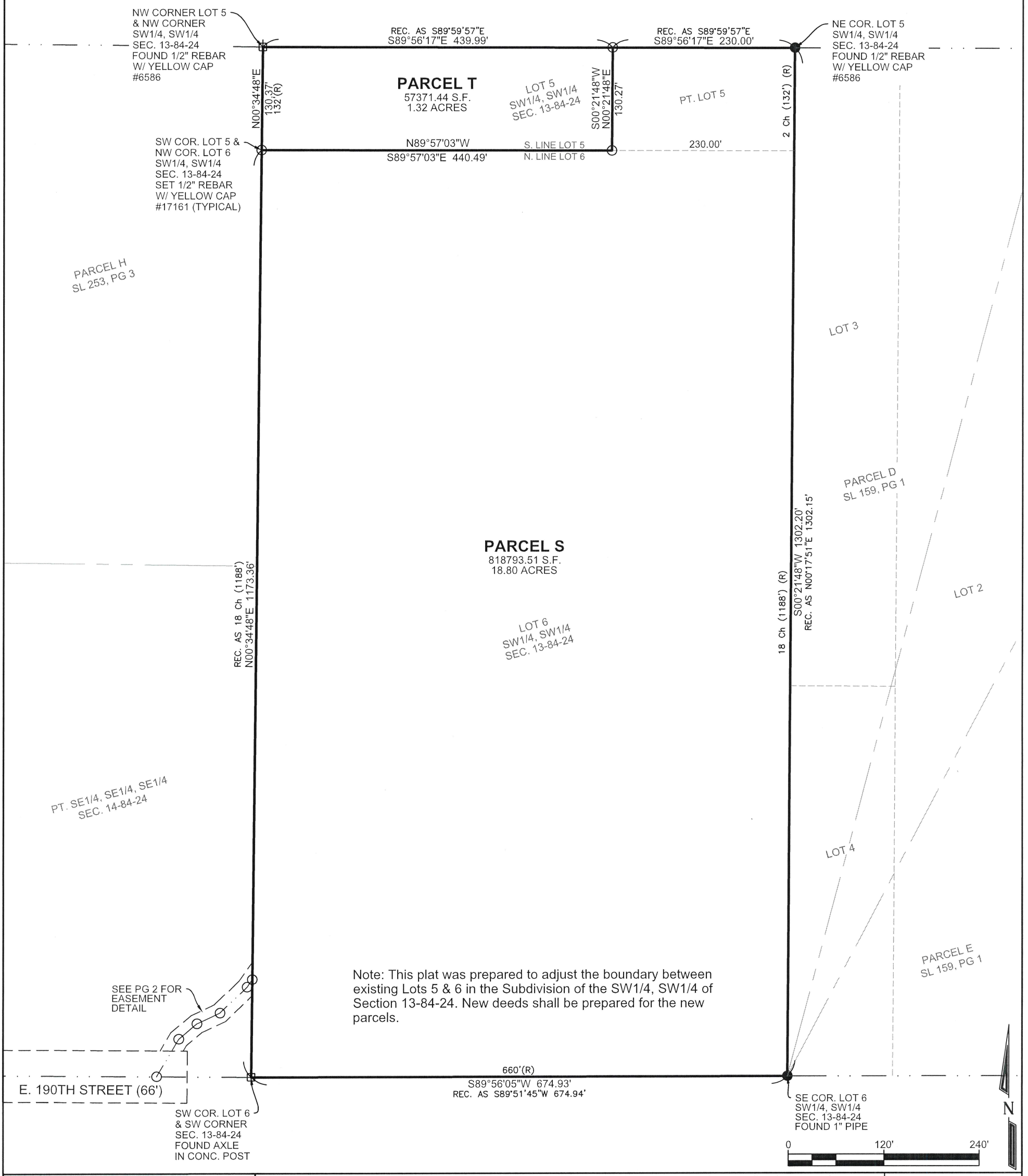
PLAT OF SURVEY

LOCATION: IN LOTS 5 & 6, SUBD. OF SW1/4, SW1/4
SEC. 13-84-24, STORY COUNTY, IOWA

PROPRIETOR: LOT 5: NANCY M. RAYMOND REVOCABLE TRUST
LOT 6: ROBERT D. & KRISTIN K. HART

REQUESTED BY: ROBERT HART

PREPARED BY & RETURN TO: R. BRADLEY STUMBO, PLS #17161
STRAND ASSOCIATES, INC.
2802 SOUTH LOOP DR. AMES, IA 50010
515-233-0000



Note: This plat was prepared to adjust the boundary between existing Lots 5 & 6 in the Subdivision of the SW1/4, SW1/4 of Section 13-84-24. New deeds shall be prepared for the new parcels.

STRAND ASSOCIATES®
Strand Associates, Inc.
2802 South Loop Drive
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

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

R. BRADLEY STUMBO, PLS DATE
License number 17161
My license renewal date is December 31, 2027.

R. BRADLEY STUMBO LICENSED 17161 IOWA PROFESSIONAL LAND SURVEYOR

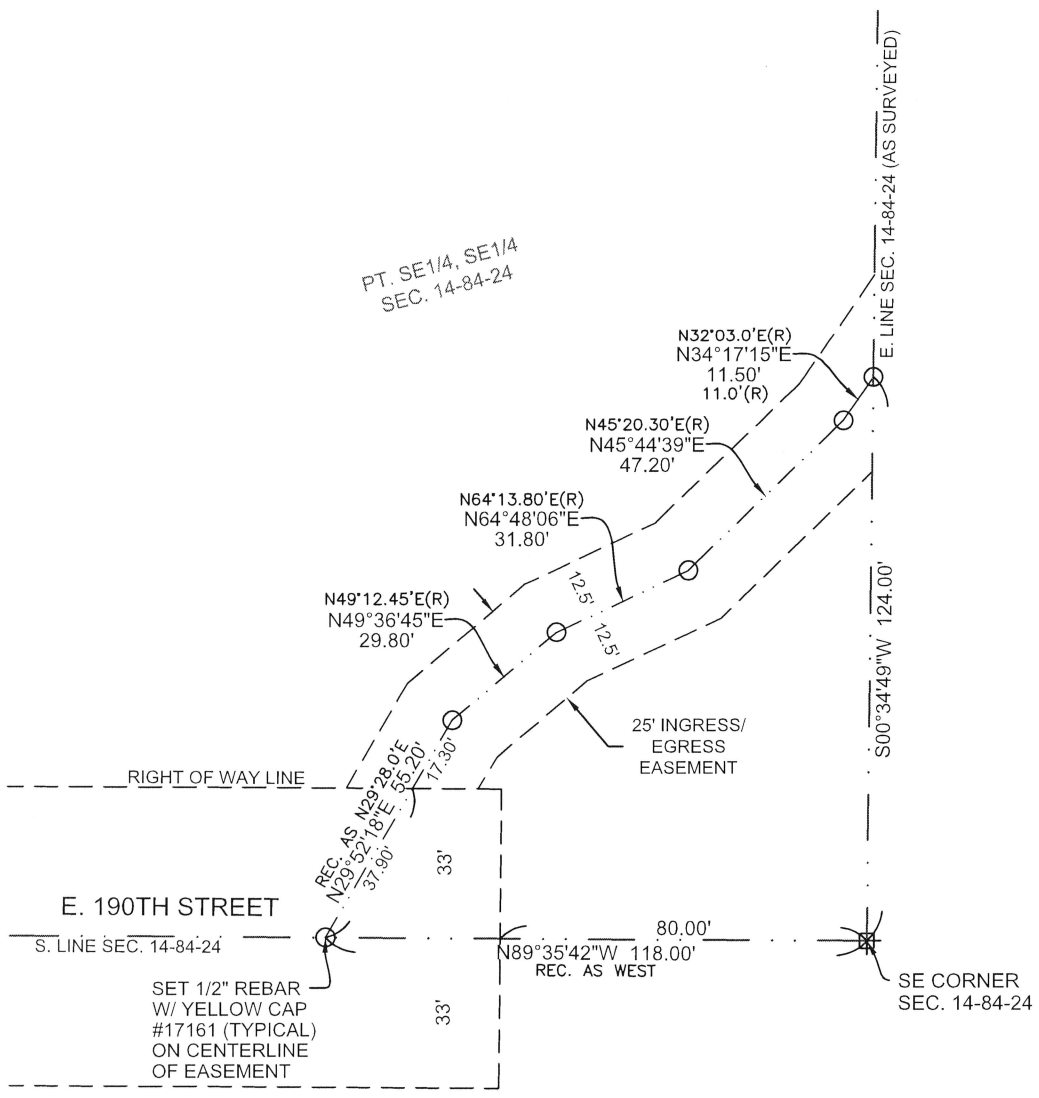
JOB# 7229.362 DATE: 7/28/26 FIELDWORK COMPLETED: 7/27/26 PAGE 1 OF 2

Survey Description - Parcel S:
Lot 6 and part of Lot 5 in the Subdivision of the Southwest Quarter of the Southwest Quarter of Section 13, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa, all together being more particularly described as follows: Beginning at the Southwest Corner of said Lot 6, said point also being the Southwest Corner of said Section 13; thence N00°34'48"E, 1173.36 feet to the Northwest Corner of said Lot 6; thence S89°57'03"E, 440.49 feet along the south line thereof; thence N00°21'48"E, 130.27 feet to the north line of said Lot 5; thence S89°56'17"E, 230.00 feet to the Northeast Corner thereof; thence S00°21'48"W, 1302.20 feet along the east line of said Lots 5 and 6 to the Southeast Corner of said Lot 6; thence S89°56'05"W, 674.93 feet to the point of beginning, containing 18.80 acres.

Survey Description - Parcel T:
Part of Lot 5 in the Subdivision of the Southwest Quarter of the Southwest Quarter of Section 13, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa, said part being more particularly described as follows: Beginning at the Northwest Corner of said Lot 5, said point also being the Northwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 13; thence S89°56'17"E, 439.99 feet along the north line thereof; thence S00°21'48"W, 130.27 feet to the south line of said Lot 5; thence N89°57'03"W, 440.49 feet to the Southwest Corner thereof; thence N00°34'48"E, 130.37 feet to the point of beginning, containing 1.32 acres.

The Ames City Council approved this Plat of Survey on _____, 2026, with Resolution No. _____.
I certify that it conforms to all conditions of approval.

_____
Planning & Housing Director



Ingress / Egress Easement:
A strip of land 25.00 feet in width across part of the Southeast Quarter of the Southeast Quarter of Section 14, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa, being situated 12.50 feet on each side of the following centerline: Commencing at the Southeast Corner of said Section 14; thence N89°35'42"W, 118.00 feet along the south line of said Section 14; thence N29°52'18"E, 37.90 feet to the north right of way line of E. 190th Street and the point of beginning; thence continuing N29°52'18"E, 17.30 feet; thence N49°36'45"E, 29.80 feet; thence N64°48'06"E, 31.80 feet; thence N45°44'39"E, 47.20 feet; thence N34°17'15"E, 11.50 feet to the east line of said Section 14 and there terminating.

Note: Easement as currently described is the same as was originally surveyed and described in 1988 and shown on the Survey Plat recorded in Book 8, Page 136. It has been rotated to the Iowa North State Plane Coordinate System.

STRAND
ASSOCIATES®
Strand Associates, Inc.
2802 South Loop Drive
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

JOB# 7229.362 DATE: 7/28/26 FIELDWORK COMPLETED: 7/27/26 PAGE 2 OF 2

ITEM #:	**28**
DEPT:	**P&H**

Staff Report

MAJOR FINAL PLAT FOR TABOR RIDGE

August 25, 2026

BACKGROUND:

The 1.96-acre property at 5120 Tabor Drive (Attachment A) is owned by Pinnacle Properties Ames, LLC. On July 14, 2026, Council approved the Preliminary Plat for this property (Attachment C). It divides the property into five lots, intended for single-family development, with a 0.89-acre outlot (Outlot ZZ) for future development. Each of the five single family lots is at least 9,200 square feet and has at least 77 feet of frontage.

Outlot ZZ is proposed with only 45 feet of frontage to support future development. Staff has discussed a variety of configurations with the applicant and noted access is a limiting factor for the future development of this outlot. The outlot is not designated for any specific conservation or tree protection requirements by the approved Master Plan or the approved preliminary plat.

At the time of the preliminary plat approval, no open space set aside was identified for the subdivision. The developer indicated that the property would be incorporated into the Sunset Ridge HOA and had preliminary approval for including the site in the HOA. As of the time of this writing, no written confirmation of this agreement had been received by staff. Staff will continue to communicate with the applicant prior to the meeting to receive this information.

The Final Plat includes public improvements for service lines to the properties from existing main lines. Security of $17,745 is provided for these improvements along with street trees and sidewalks. A standard sidewalk and street tree deferral agreement is included with the Final Plat.

OPTIONS:

1. Approve the Final Plat with acceptance of the Sidewalk Deferral Agreement and accepting the public improvements agreement and financial security.

2. Deny the Final Plat for Tabor Ridge on the basis that the Council finds that the plat does not comply with the Master Plan, 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.

STAFF COMMENTS:

After reviewing the proposed Final Plat of Tabor Ridge, staff finds that it complies with all relevant and applicable design and improvement standards of the Subdivision Regulations in Ch. 23, *Ames Plan 2040,* other adopted City plans, ordinances and standards. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative 1, as described above.

ATTACHMENT(S):
Attachment A - Location Map.pdf
Attachment B - Zoning Map & Master Plan.pdf
Attachment C - Preliminary Plat.pdf
Attachment D - Final Plat.pdf

Attachment A

Location Map



Preliminary Plat for Tabor Development

Legend

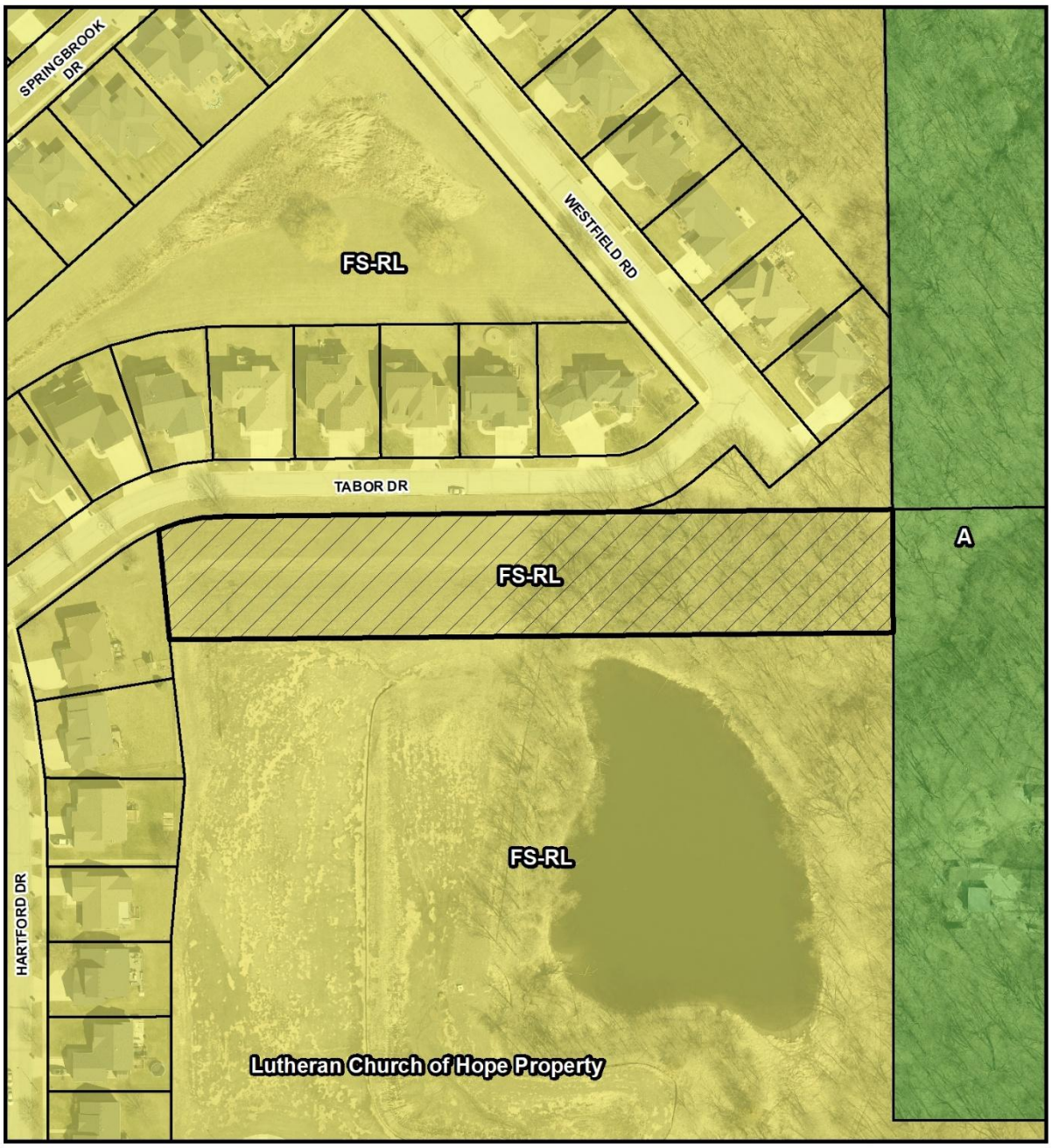
Subject Property

0 50 100 200 Feet

5120 Tabor Drive

Attachment B

Existing Zoning & Master Plan



Preliminary Plat for Tabor Development

Legend

Subject Property

0 50 100 200 Feet

5120 Tabor Drive

TABOR DEVELOPMENT
PINNACLE PROPERTIES AMES LLC

MASTER PLAN
JUNE 2026

BOLTON & MENK



OWNER
PINNACLE PROPERTIES AMES LLC
4114 COCHRANE PKWY
AMES, IA 50014

APPLICANT
PINNACLE PROPERTIES AMES LLC
4114 COCHRANE PKWY
AMES, IA 50014

PREPARED BY
BOLTON & MENK, INC.
1519 BALTIMORE DR
AMES, IA 50010

SUBMITTAL DATE
APRIL 2026

EXISTING ZONING: AGRICULTURE
PURPOSED ZONING: FS-RL

LEGAL DESCRIPTION

OUTLOT XX, SUNSET RIDGE SUBDIVISION, TWELFTH ADDITION, AMES, STORY COUNTY, IOWA

LEGEND

COLOR	USE	ZONING	NET AREA EXCLUDING ROW	DWELLING UNITS	DENSITY
	DEVELOPABLE ACRES SINGLE FAMILY DETACHED	FS-RL	1.95 AC	7-9	3.75 - 5.12

1. FINAL MINIMUM DENSITY DETERMINED DURING PLATTING
2. FINAL OPEN SPACE SET-ASIDE DETERMINED DURING PLATTING

H:\PINNP\25X141429000\CAD\C3D\FIGR - 141429 - MASTER PLAN.dwg, 6/17/2026 11:53:23 PM

PINNACLE PROPERTIES LLC

PRELIMINARY PLAT FOR

TABOR DEVELOPMENT

MAY, 2026

GOVERNING SPECIFICATIONS

THE 2025 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" AND CITY OF AMES SPECIFICATIONS.

MUTCD 2023 EDITION AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITHIN THE CONSTRUCTION OF THIS PROJECT.

IOWA ONE CALL
1-800-292-8989 | 811
www.iowaonecall.com

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL 1-800-292-8989 OR 811

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINE FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".

RESOURCE LIST

City of Ames Utility Maintenance - Ben McConville, 5155-239-5162
Century Link - Sadie Hall, 918-547-0147
Midland Power Cooperative - Bruce Keeney, 515-386-4111
Mediacom - Tim Adreon, 515-233-2318
City of Ames Electric - Mark Carran, 515-239-5189

LEGAL DESCRIPTION

AN OFFICIAL REPLAT OF OUTLOT 'XX', SUNSET RIDGE SUBDIVISION, TWELFTH ADDITION, AMES, STORY COUNTY, IOWA

LOTS		
LOT	AREA (SF)	AREA (AC)
1	9,487	0.22
2	9,240	0.21
3	9,240	0.21
4	9,240	0.21
5	9,240	0.21
OUTLOT ZZ	38,707	0.89

GENERAL NOTES:

1. ALL PRIVATE UTILITIES WILL BE LOCATED WITHIN PUBLIC UTILITY EASEMENTS SHOWN OR LOCATED WITHIN UTILITY CORRIDORS PROVIDED FOR BY THE CITY'S 'USE OF CITY RIGHTS-OF-WAY BY RIGHT-OF-WAY USERS' ORDINANCE.
2. ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS, OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC RIGHT-OF-WAY.
3. SEE ZONING ORDINANCE SEC 29.1202 FS-RL FOR SETBACK REQUIREMENTS.
4. OUTLOT ZZ IS RESERVED FOR FUTURE PLATTING



SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
PP.01	TITLE SHEET
PP.02	EXISTING CONDITIONS
PP.03	PROPOSED CONDITIONS
PP.04	STREET TREE & LANDSCAPING PLAN

MAP OF THE
CITY OF AMES
STORY COUNTY, IA

0 400 800
SCALE FEET


STORY COUNTY, IA

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

Gregory A. Broussard, P21974

LICENSE NUMBER: P21974 DATE: XX/XX/XXXX

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2027

PAGES OR SHEETS COVERED BY THIS SEAL:

ALL SHEET

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING PURPOSES.

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

DESIGNED
DRAWN
CHECKED GAB
SURVEY PRJ. NO. 23X141429000

REV	DESCRIPTION	DATE

PINNACLE PROPERTIES LLC
TABOR DEVELOPMENT
TITLE SHEET

SHEET PP.01

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Attachment C
Preliminary Plat

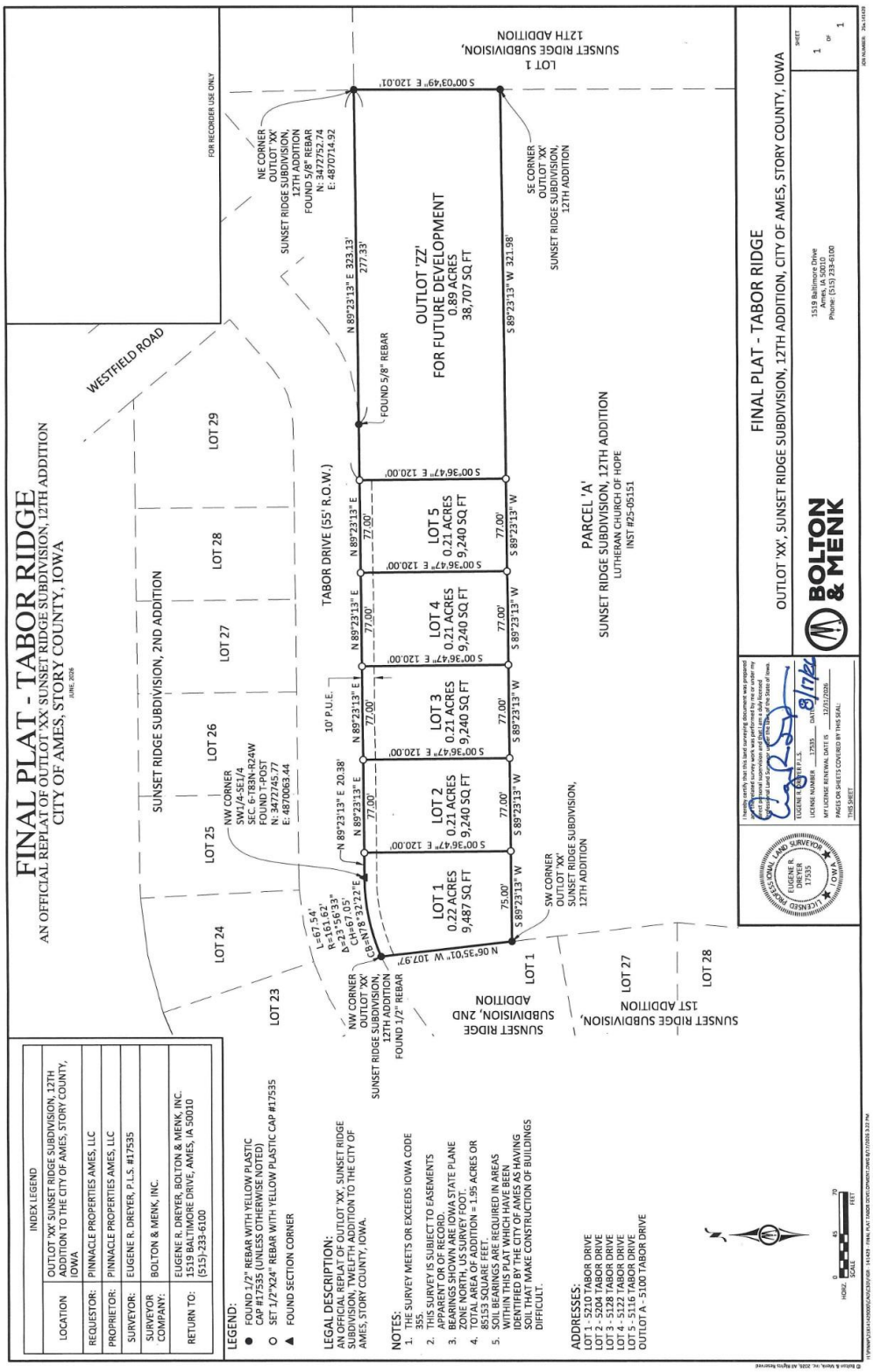

WESTFIELD RD
TABOR DR
OUTLOT XX
1.96 ACRES
N89° 23' 13"E
661.51'
N89° 23' 13"E
704.88'
N0° 03' 49"W
120.01'
N6° 35' 01"W
107.97'
R=23.74'
L=37.58'
R=161.94'
HORZ. SCALE
0
25
50
FEET
BOLTON & MENK
1330 18th TABOR DRIVE
AMES, IA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
www.bolton-menk.com
DESIGNED
DRAWN
CHECKED
C68
DATE
25X41142600
REV
DESCRIPTION
DATE
PINNACLE PROPERTIES LLC
TABOR DEVELOPMENT
EXISTING CONDITIONS
SHEET
PP.02

WESTFIELD RD
EXISTING SERVICES FOR LOT 5
STREET PATCH
5' SIDEWALK
TABOR DR
10' P.U.E.
10' SERVICE EXTENSION
OUTLOT ZZ
FOR FUTURE DEVELOPMENT
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1
LEGEND
4" SUMP SERVICE
4" SANITARY SERVICE
1" WATER SERVICE
PUBLIC UTILITY EASEMENT (P.U.E.)
BOLTON & MENK
PINNACLE PROPERTIES LLC
TABOR DEVELOPMENT
PROPOSED CONDITIONS
PP.03

WESTFIELD RD
OUTLOT ZZ
TABOR DR
1
2
3
4
5
LEGEND
PROPOSED TREE
TYPE I SEEDING/SOD
BOLTON & MENK
1519 BALTIMORE DRIVE
AMES, IA 50010
Phone: 515-233-6100
Email: Ames@bolton-menk.com
www.bolton-menk.com
PINNACLE PROPERTIES LLC
TABOR DEVELOPMENT
STREET TREE & LANDSCAPING PLAN
PP.04
SHEET
HORZ SCALE
VERT SCALE
FEET

Attachment D

Final Plat



ITEM #:	**29**
DATE:	**08-25-26**
DEPT:	**FIRE**

COUNCIL ACTION FORM

SUBJECT: ADOPTION OF UPDATED BUILDING AND FIRE CODES

BACKGROUND:

The City of Ames adopts nationally recognized codes that regulate building construction and trade work. They are used throughout the United States and are updated at three-year intervals to reflect the latest improvements in construction technology. The table below shows the current adopted codes and the new versions that are being proposed:

Current	Proposed
2015 International Building Code (IBC)	2024 International Building Code (IBC)
2015 International Residential Code (IRC)	2024 International Residential Code (IRC)
2015 International Existing Building Code (IEBC)	2024 International Existing Building Code (IEBC)
2015 International Fire Code (IFC)	2024 International Fire Code (IFC)
2021 Uniform Plumbing Code (UPC)	2024 Uniform Plumbing Code (UPC)
2021 International Mechanical Code (IMC)	2024 International Mechanical Code (IMC)
2020 National Electrical Code (NEC)	As currently adopted by State of Iowa
2012 International Energy Conservation Code	Not being updated at this time

In September 2025, the State of Iowa adopted the proposed codes listed above, with the exception of the 2012 International Energy Conservation Code. **Historically, the City follows suit with the State adopted codes so contractors from elsewhere in Iowa can operate under the same regulations in Ames as those in effect in most of the state.**

The State of Iowa prohibits local jurisdictions from enforcing plumbing, mechanical, and electrical standards that are **less** restrictive than the State-adopted Code. New legislation also prohibits jurisdictions from being **more** restrictive than the State Electrical Code. **Therefore, at minimum, the City must take action to adopt the same Electrical Code as the State. Additionally, the City must adopt the same plumbing and mechanical codes as the State, but may incorporate local amendments that are more restrictive than the State-adopted Code. The other codes can be amended at the local level.**

The first step in the code adoption process is an in-depth review by staff of each new code and the local amendments. Staff has been reviewing the codes since September 2025 when the State's adoption was codified. In January 2026, staff presented the most significant changes (Attachment A) to the Ames Home Builder's Association (AHBA). **A public input session was held on February 2, where the contractors were provided an opportunity to ask questions and seek clarification from staff.** Additionally, the AHBA convened a small

code update committee to work through any concerns they had and presented their findings to staff.

Staff has compiled input from the outreach efforts and incorporated them into the code where possible, including several clarification requests submitted by the AHBA. **Most of the proposed changes are considered "clean-up" where references or editions have changed or the language has been made clearer but has not resulted in a different meaning.** Included with this packet is a copy of the current ordinance with track changes enabled showing all of the proposed revisions for Chapters 5 (Attachment B - Building) and Chapter 9 (Attachment C - Fire).

On March 2, 2026, the Building Board of Appeals (BBOA) convened to review the code revisions and offered their recommendations regarding several items. **The BBOA reviewed four concepts that were still up for debate after staff incorporated recommendations from the public and, specifically, the AHBA. These four items are described in detail below and include the recommendation from the BBOA and alternatives for the Council.**

FIRE PROTECTION OF FLOORS

The 2012 IRC was published with a requirement that unfinished basements in new construction provide fire protection for the ceiling/floor above (e.g., drywall on the ceiling). This additional protection helps slow the spread of fire and keeps the floor from collapsing during fire events. The protection is not required to meet the criteria for a full fire rated assembly, but is required to cover the ceiling so that floor components above are not exposed.

This new requirement was amended out of the City's local adoption in 2013 to give customers time to adjust to the new standard. At this time, staff does not have a reason to continue to amend out the requirement as published in the IRC.

Feedback from the building community is that the added cost of the requirement is unnecessary and will create additional cost/work when the basement is finished in the future, as it would typically be necessary to remove the covering to install lighting, wiring, ductwork, plumbing, etc.

The BBOA debated this item at length during its March 2026 meeting. The Board was unable to come to a conclusion at that time and voted to table the discussion until April so more research could be conducted. The Board also asked staff to try to obtain information regarding the data that showed that the rate of failure of floors was higher when not protected and the approximate cost to drywall the ceiling.

On April 6, the BBOA reconvened and discussed the floor protection requirement. At that time, staff was unable to report any data related to the failure of floors when not protected. There were too many variables to determine exact cost to meet this requirement, but it is estimated that the cost is between $2,000 to $3,000. **After much discussion, the Board voted to recommend that the City continue to amend out the fire protection of floors requirement.**

While the Board voted to recommend amending out the fire protection of floors, staff remains supportive of keeping the requirement as the provided protection is essential

in limiting fire spread and protecting occupants' ability and time to escape. Staff was able to locate a study following the BBOA meeting showing that standard 1/2-inch drywall protects against fire for up to 30 minutes (twice as long as fully exposed wood joists) and doubles the occupant escape time. Additionally, 5/8-inch drywall protects for 60 minutes and quadruples escape time (NFPA ASTM E119 Standards 1, 2, 3, 4, 5).

Staff reviewed ordinances from other jurisdictions and was not able to find any that amended out fire protection of floors. Additionally, of the new homes with basements built in 2025, only 25% had unfinished basements. Therefore, the number of homes impacted is relatively low. **Since there is scientific reasoning for the requirement that makes it safer for occupants and responding firefighters, and there is not a precedent from other jurisdictions to remove the requirement, staff is recommending to retain the requirement as written.**

The Building Code that is being presented to Council does not amend out the requirement for floor protection. **Therefore, if the Council chooses to amend out the requirement as published in the IRC, a motion to remove it for the second reading would be required.**

STAIR RISE AND RUN

Since the early 2000s, the City's building codes have required stairs to have a maximum riser height of 7-3/4 inches and a minimum tread depth of 10 inches. Prior to this requirement, the maximum riser height was 8 inches and the tread depth was 9 inches. **The AHBA has requested to amend the code and return to the original dimensions of 8 inches rise and 9 inches run, which allows more flexibility in construction (a staircase would take up less space with an 8" riser and 9" tread).**

Staff was unable to identify any other jurisdictions that have made this change and has not seen momentum at the national level for the change. The BBOA's recommendation is to keep the local requirement the same as the International Codes.

The proposed ordinance does not amend the maximum riser height or tread depth. **A motion to amend the proposed ordinance for second reading would be required if the Council wants to amend the maximum riser height to 8 inches and tread depth to 9 inches.**

GUARDRAILS (Outdoors)

The 2024 IRC (as well as previous versions) requires guardrails to be installed when the grade adjacent to a walking surface is more than 30 inches below the walking surface within a horizontal distance of 36 inches from the walking surface. This requirement has not been amended in previous years.

The AHBA has proposed to remove the 36-inch horizontal requirement for the guards. In this case, there would be no guardrail protection for decks that have a sloped surface adjacent to them with the immediate grade being less than 30 inches regardless of the slope.

The BBOA debated this amendment request and decided to recommend retaining the current language requiring a guard when the walking surface was within 36 inches is 30 inches deep or more, which also is the staff recommendation.

The proposed ordinance does not amend this section. **If Council wanted to amend the**

ordinance to not require guardrails when the grade changes within 36 inches, it would need to make a motion to amend the ordinance for the second reading.

SMOKE AND CARBON MONOXIDE ALARMS

The 2015 IRC required smoke alarms to be installed in the same location as required in new construction when alterations requiring a permit occur or where one or more sleeping rooms are added. Exempted from this are projects for exterior work or alterations to plumbing or mechanical systems.

However, when the City adopted the 2015 IRC, the City Council amended this section to only require smoke alarms to be installed when a new bedroom was created (instead of any work requiring a permit). The smoke alarms were required to be located within the new bedroom, outside the new bedroom, and on each level of the structure. In addition, these alarms needed to be hard-wired, interconnected with battery back-up.

The 2024 IRC is nearly the same as the 2015 except that it added a requirement for carbon monoxide alarms to be installed when fuel-fired appliances are installed or replaced. Additionally, the State of Iowa requires smoke alarms and carbon monoxide alarms in all single-family homes, regardless of whether the home is existing or newly constructed. Aside from alterations or additions, there is no mechanism to enforce the State Code.

There was much debate about this code section, specifically about the need to bring the entire structure into compliance when a small project was being completed. **The AHBA argued that the installation of the alarms may be outside of the scope of the contractor applying for the permit and the cost to hard-wire the alarms could be excessive.**

Staff proposed an amendment that would require smoke and carbon monoxide alarms when alterations/installations requiring a building permit occur, a fuel-fired appliance is installed, and when a new sleeping area was added. Staff removed the requirement for the alarms to be hard-wired. The alarms would be required throughout the structure consistent with the 2024 IRC.

The AHBA proposed to retain the current language of the code which requires the installation of smoke and carbon monoxide alarms when a new bedroom is added. The requirement for a hard-wired, interconnected system with battery back-up would remain.

The BBOA decided to recommend retaining the existing local amendment requiring the structure to be brought into compliance with smoke alarms and carbon monoxide alarms only when a permit for a new bedroom is applied for. This would be less restrictive than the IRC, because it is removing the requirement to retrofit when any type of permit is applied for and only requires it for a new bedroom. **Additionally, the BBOA is recommending that the ordinance be amended further to allow the newly installed alarms to be battery operated instead of requiring them to be hard-wired.**

Staff contacted other jurisdictions and were unable to find any that had amended this provision. Those that responded stated that they enforce the code requirement as written and have received no pushback from contractors. This means that most jurisdictions follow the IRC and the State of Iowa requiring alarm retrofitting when any electrical or building permit is pulled, when a new bedroom is created, and when a fuel-fired appliance is installed or

replaced. Alarms installed in these instances can be hard-wired or battery powered but must be interconnected.

While the concerns from contractors are valid, staff recommends installing alarms as required in the 2024 IRC (and enforced throughout the State). This would require alarms be installed when any building permit is required or a fuel-fired appliance is installed/replaced. Alarms would not be triggered by the installation/alteration of plumbing, mechanical, or electrical systems (not included fuel-fired appliances). **Additionally, the staff is recommending that battery operated alarms be allowed in addition to hard-wired.**

The proposed ordinance is written in support of staff's preference requiring smoke and carbon monoxide alarms any time work requiring a permit is conducted. **The recommendation does still allow for the alarms to be battery operated rather than the requirement in the IRC to be hard-wired.**

NEW LAWS

During the most recent legislative session, the State of Iowa adopted two laws that impact the adoption of local codes.

The first law, HF 2800, amends the adopted electrical code. This law prohibits cities from being less restrictive and MORE restrictive than the State Code. For many years, the City has prohibited the use of non-metallic sheathed cable (e.g., Romex) in commercial applications. This amendment is required to be removed as a result of the new law.

In addition to the change prohibiting cities from being more restrictive, the law reduces the requirements by removing provisions for arc-fault circuit interrupters (AFCI) in single-family and two-family dwellings. It also removes ground-fault circuit interrupter (GFCI) requirements for sump pumps and refrigerators. A provision written in the law adds the AFCI and GFCI requirements back in upon adoption of the 2026 NEC which is tentatively scheduled for January 2027. This essentially makes the reduced regulations in effect for a short period of time. The ability to be more or less restrictive than the State will not change with the adoption of the 2026 NEC.

The second law adopted that affects Ames' local code is HF 2297, which requires the State Building Code Commissioner to adopt a law requiring passive radon mitigation systems in all new single-family and two-family homes. The details of the law have not yet been drafted. Staff will update the Council once more information is available from the State.

These changes occurred after staff conducted outreach sessions. Staff reached back out to the AHBA to understand their views of the changes and they had no major concerns. According to them, they already install passive radon systems and intend to continue to install electrical components that the code has recently amended out.

SUMMARY

The majority of the proposed changes are minor code clean-up changes. **Staff was able to work with local contractors to incorporate some of their proposals into the proposed codes** (Attachments E and F). **Only a few sections remained at issue. The proposed ordinance is a compilation of recommendations from the AHBA, the BBOA and staff.**

These recommendations are summarized in the table below:

Topic	Current Ames Code	2024 IRC	AHBA Proposal	BBOA Proposal	Staff/Proposed Ordinance
Rated Floor Assemblies	Floor assemblies are not required to be rated	Floor assemblies in unfinished basements must be rated	Amend out so no rating is required on floor assemblies	Amend out so no rating is required on floor assemblies	Do not amend. Keep the same as the IRC and other jurisdictions
Stair Rise and Run	7 3/4" x 10"	7 3/4" x 10"	8" x 9"	7 3/4" x 10"	7 3/4" x 10"
Guardrails	Guard required when elevation change within 36"	Guard required when elevation change within 36"	Guard required when elevation change at guard (remove 36")	Guard required when elevation change within 36"	Guard required when elevation change within 36"
Smoke/CO Alarms	Hard-wired alarms required when bedroom is added	Alarms required when a permit is required. Exceptions for non fuel-fired appliances and exterior work	Alarms required when a new bedroom is added	Alarms required when a new bedroom is added	Alarms required when a permit is required. Exceptions for non fuel-fired appliances and exterior work

ALTERNATIVES:

1. Approve first reading of the ordinance amending Chapters 5 and 8 of Municipal Code, including the adoption of the proposed 2024 International and Uniform codes, with State and local amendments, as presented by staff.

2. Approve first reading of the attached ordinance and direct staff to present the ordinance for second reading with language containing one or more amendments to Chapters 5 and 8 as suggested by the AHBA.

3. Approve first reading of the attached ordinance and direct staff to present the ordinance for second reading with language containing one or more amendments to Chapters 5 and 8 as recommended by the BBOA.

4. Approve first reading of the attached ordinance and direct staff to present the ordinance for second reading with language containing a combination of one or more amendments from both the AHBA and BBOA.

CITY MANAGER'S RECOMMENDED ACTION:

Staff engaged extensively with the community and the AHBA throughout the process, producing an ordinance that reflects some, but not all, local input, maintains safety standards, and aligns with other cities across Iowa. Therefore, it is the recommendation of the City Manager that the City Council adopted Alternative No. 1, as described above.

ATTACHMENT(S):
Attachment A - 2024 Significant Changes Summary.pdf
Attachment B - Chapter 5 Track Changes
Attachment C - Chapter 8 Track Changes
Attachment D - Chapter 5 Draft Ordinance
Attachment E - Chapter 8 - Draft Ordinance

Building Code Update – Significant Changes

Municipal Code Administrative Amendments

- Permit fee increase of 5%
- New project valuation table, updated twice a year
- Building permits are not required for accessory structures 200 square feet or less

2024 International Building Code

- New local design standards are based on ASCE 7. Varies based on the risk category of the building
- New Accessibility Standard – ICC A117.1-2017

2024 International Residential Code

- Local design criteria changes
  - 32.2 psf snow load (change from 25psf)
  - 110 mph wind design speed (change from 115 mph)
  - Seismic category B (change from A)
- Smoke/CO alarms required throughout home for any alterations requiring a building or electrical permit, can be battery powered and wirelessly interconnected
- ½ - inch drywall required on new construction basement ceilings in unfinished basements
- New deck building tables for footing, beam, and joist design

2024 International Mechanical Code

- Adopting the National Fuel Gas Code, NFPA 54 and 58 (LP), in lieu of the International Fuel Gas Code

2024 Uniform Plumbing Code

- Adopted appendices A & M to calculate water supply and peak demand

2023 National Electrical Code

- Island receptacles are optional in dwelling units, provisions for future installation required
- Local amendment restricting the use of Romex to residential occupancies only of combustible construction (existing)

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DIVISION I
ADOPTION AND ADMINISTRATION

Sec. 5.100. TITLE & ADOPTION.
These regulations shall be known as the Building Code of the City of Ames, hereinafter referred to as "this code."

(1) **Scope.** The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

(2) **Intent.** The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

(3) **Referenced codes.** The codes listed in the following Sections and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Provisions in the appendices of all referenced codes and standards shall not apply unless specifically adopted.

(4) **Buildings and Structures.** The provisions of the International Building Code (IBC) 2024 Edition published by the International Code Council, Inc., except for the deletion of Chapter 1 Scope and Administration, as adopted and amended in this municipal code chapter, shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception: Detached one- and two-family *dwellings* and multiple single-family *dwellings* (*townhouses*) not more than three *stories* above *grade plane* in height with a separate *means of egress* and their accessory structures shall comply with the *International Residential Code*.

(5) **One- and Two-Family Dwellings.** The provisions of the International Residential Code for One- and Two family Dwellings (IRC) 2024 Edition published by the International Code Council, Inc., except for the deletion of Chapter 1 Scope and Administration; Part VII – Plumbing; Part VIII – Electrical; and with the addition of Appendix BO Existing Buildings and structures as adopted and amended in this municipal code chapter, shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than three stories above-grade in height with a separate means of egress and their accessory structures.

Exceptions:

1. Live/work units complying with the requirements of Section 508.5 of the *International Building Code* shall be permitted to be built as one- and two-family *dwellings* or townhouses. Fire suppression required by Section 508.5 of the *International Building Code* when constructed under the *International Residential Code for One- and Two-family Dwellings* shall conform to Section P2904.
2. Owner-occupied lodging houses with five or fewer guestrooms shall be permitted to be constructed in accordance with the *International Residential Code for One- and Two-family Dwellings* when equipped with a fire sprinkler system in accordance with Section P2904.

(7) **Energy.** The provisions of the State of Iowa Building Code Sections 481.301.24 and 481.301.25 Residential Energy Code and Non-Residential Energy Code, ~~Energy Conservation Requirements, and Administrative Rule 661 Chapter 303~~ shall govern the design and construction of buildings for energy efficiency.

(8) **Existing Buildings.**
The provisions of the International Existing Building Code (IEBC) 2024 Edition published by the International Code Council, Inc., except for the deletion of Chapter 1 Scope and Administration, as adopted and amended in this code, shall be an acceptable code compliance standard for repair, alteration, change of occupancy, addition, and relocation of existing buildings.

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(9) **Fire prevention.** The provisions of the International Fire Code (IFC) 2024 Edition published by the International Code Council, as adopted and amended in Chapter 8 of the Ames Municipal Code, shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

(10) **Electrical.** The provisions of the National Electrical Code, published by the National Fire Protection Association and currently adopted by the State of Iowa, are hereby adopted in full except for specific modifications, amendments, and deletions as adopted by the State of Iowa.

(Ord. No. 4110, 05-08-12; Ord. No. 4210, 3-3-15; Ord. No. 4336, 3-6-18; Ord. 4435, 04-13-21)

(11) **Mechanical.** The provisions of the International Mechanical Code (IMC) 2024 Edition, published by the International Code Council is hereby adopted by reference with amendments as the City of Ames Mechanical Code.

(Ord. No. 4447, 9-14-21)

(12) **Plumbing.** The provisions of the Uniform Plumbing Code (UPC), 2024 Edition as published by the International Association of Plumbing and Mechanical Officials, except for the deletion of Chapter 1 Administration and with the addition of Appendices A and M is~~are~~ hereby adopted and amended in this code as the plumbing code of the City of Ames and shall govern plumbing work and installations in the City of Ames. Fuel Gas piping shall comply with Chapter 12 of the UPC, 2024 Edition, unless the provisions conflict with 661-Chapter 226, in which case 661-Chapter 226 governs.

(Ord. No. 4447, 9-14-21)

(13) **Gas.** Fuel gas installations shall comply with the requirements of NFPA 54, National Fuel Gas Code, current edition as published by the National Fire Protection Association; NFPA 58 Liquified Petroleum Gas Code, current edition, as published by the National Fire Protection Association; the provisions of 481-Chapter 286; and Chapter 12 of the Uniform Plumbing Code, 2024 Edition, as published by the International Association of Plumbing and Mechanical Officials,

(Ord. No. 4447, 9-14-21)

(14) **Elevators.** Design review, construction inspections, and periodic maintenance inspections of elevators are all within the scope of authority of the Elevator Safety Board, as detailed in State of Iowa Code Chapter 89A, Elevators, and Iowa Administrative rule 481 Chapter 371, Administration of the Conveyance Safety Program. and such work shall comply with those standards and procedures.

(15) **Factory built structures.** The provisions of Iowa Code Section 103A.9 and the administrative rules of the U.S. Department of Housing and Urban Development (HUD) shall be acceptable standards for new units moved into the City. A current HUD label, third party inspection certificate, and proof of compliance with Iowa Codes Section 103A.59, Manufactured or Mobile Home Installers Certification and Iowa Administrative Rule 481 - Chapter 325, Housing Installer Certification shall be accepted in lieu of local inspections. Footings, foundations, electrical, mechanical, and plumbing work performed in conjunction with the placement of such factory built structures are subject to permits and inspections as provided in this chapter. Building permit fees for factory built structures are subject to permits and inspections as provided in this chapter. Building permit fees for factory built structures shall be based upon the same square foot construction cost valuations as similar site built structures.

Sec. 5.101. APPLICABILITY.

Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(1) **Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

(2) **Application of references.** References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

(3) **Referenced codes and standards.** The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

(4) **Partial invalidity.** In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

(5) **Existing structures.** The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the International Fire Code, or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

Sec. 5.102. INSPECTION DIVISION.

The Inspection Division of the Fire Department is hereby created and the official in charge thereof shall be known as the Building Official. The Building Official shall be appointed by the Fire Chief.

(1) **Building Official or designees.** Where the term Building Official appears in this Code, it shall also be understood, within context, to include actions performed by inspectors and other members of Inspection Division staff under the direction and authority of the Building Official.

(2) **Inspectors and other staff.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the Building Official.

(3) **Duties and powers of the Building Official.** The Building Official is hereby authorized and directed to enforce the provisions of this code. The Building Official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

(4) **Applications and permits.** The Building Official shall receive applications, review construction documents and issue permits for the erection, alteration, demolition and moving of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

(5) **Notices and orders.** The Building Official shall issue all necessary notices or orders to ensure compliance with this code.

(6) **Inspections.** The Building Official shall make all of the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

(7) **Identification.** The Building Official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

(8) **Right of entry.** Where it is necessary to make an inspection to enforce the provisions of this code, or where the Building Official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

(9) **Inspection Division records.** The Building Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained for the period required for retention of public records.

(10) **Liability.** The Building Official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction

until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

(11) **Approved materials and equipment.** Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with such approval.

(12) **Used materials and equipment.** The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the Building Official.

(13) **Modifications.** Wherever there are practical difficulties involved in carrying out the provisions of this code, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Building Official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the Inspection Division.

(14) **Alternative materials, design and methods of construction and equipment.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

(15) **Research reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

(16) **Tests.** Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

Sec. 5.103. PERMITS REQUIRED.

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit. It is a violation to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, without having first obtained the required permit.

(1) **Contractor registration required**. Each person, firm, or corporation performing work that requires a building, electrical, mechanical, or plumbing permit must possess a valid State Division of Labor registration number when required, and provide proof of same to the Inspection Division prior to permit issuance.

Exceptions:

(a) A homeowner performing work on his/her primary place of residence.

(b) A building owner or tenant performing work on his/her building/place of business.

(2) **Contractor insurance required.** Each person, firm, or corporation performing work that requires a building, electrical, mechanical, or plumbing permit must possess current Contractor's Commercial General Liability Insurance in an amount not less that $500,000 combined single limit, and shall provide proof of coverage to the Inspection Division prior to permit issuance. For electrical, plumbing, and HVAC contractors, possession of a State of Iowa contractor license shall serve as evidence of adequate insurance coverage.

Exceptions:

(a) A homeowner performing work on his/her primary place of residence.

(b) A building owner or tenant performing work on his/her building/place of business.

(3) **Contractor licenses and registration required.** Permits shall not be issued to persons or companies who are not licensed by the State of Iowa, except as specifically exempted in this code. Permitted electrical, mechanical, and plumbing work must be performed by licensed persons, except as specifically exempted in other sections of this code.

(4) **Homeowner permit required**. Contractor license and registration is not required for alteration or repair work performed on a single family dwelling or accessory structure when the person performing the alteration or repair work is the owner of record and occupies the dwelling as his/her primary residence. An owner-occupant is required to obtain a homeowner building, electrical, mechanical, or plumbing permit for all such work performed, and the work must be inspected for compliance with this code. The scope of work authorized by a homeowner permit is limited by specific provisions in the electrical, mechanical, and plumbing licensing sections of this code.

(5) **Compliance with other codes.**

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in violation of this code. All work requires separate building, electrical, mechanical or plumbing permits, unless specifically exempted elsewhere in this code. Each building owner, contractor, or project manager is responsible to request clarification of permit requirements from the Inspection Division before doing any work on any building.

(6) **Emergency Repairs.** Where equipment replacements or repairs must be performed in an emergency situation, and a permit is required for the work, the permit application shall be submitted to the Building Official within the next business day.

(7) **Application for permit.** To obtain a permit, the applicant shall first file an application in writing on a form furnished by the Inspection Division for that purpose. Such application shall:

(a) Identify and describe the work to be covered by the permit.

(b) Describe the land on which the proposed work is to be done by street address or similar description that will identify and locate the proposed building or work.

(c) Indicate the proposed use of the building.

(d) Be accompanied by construction plans and documents as required in Section 5.110.

(e) State the total construction cost of the proposed work for building permits - including labor and materials.

(f) Be signed by the building owner, applicant, or the applicant's authorized agent.

(g) Provide other information as required by the Building Official.

(8) **Action on application.** The Building Official shall examine permit applications within a reasonable time after filing. The Building Official may reject applications if the form or other submitted documents do not comply with this code. If rejected, the Building Official will inform the applicant of the reason. If approved, the permit shall be promptly issued.

(9) **Time limitation of application.** An application for a permit of any proposed work shall be deemed to have been abandoned 365 days after the date of filing unless such application has been pursued in good faith or a permit has been issued.

(10) **Validity of permit.** The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data. The Building Official is authorized to prevent occupancy or use of a structure where in violation of this code.

(11) **Expiration.** Every permit issued shall expire unless the work authorized is completed within 365 days after issuance. If the work is not completed within 365 days, the building official may issue a permit extension. A permit extension fee, in an amount equal to one half the original permit fee, or $25.00, whichever is greater, may be invoiced to the permit holder. The permit holder shall be given a minimum 30 day advance written notice of impending permit expiration and imposition of extension fee.

Exception: Permit extension fees may be waived for major commercial, industrial, and other projects subject to approval of the Building Official.

(12) **Suspension or revocation.** The Building Official is authorized to suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any provisions of this code.

Sec. 5.104. BUILDING PERMITS NOT REQUIRED. No building permit is required for: The following do not require building permits but are subject to Building and Zoning Code requirements:

(1) Residential remodels that do not include new walls, wall framing, openings, structural alterations or wall furring on the interior face of exterior walls. This does not exempt modifications or alterations to fire rated assemblies or mitigation efforts from fire and/or water damage.

(2) Residential or commercial door and window replacements when.the existing load bearing elements are not altered.

(3) One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 200 square feet.

(4) Fences, other than swimming pool barriers.

(5) Retaining walls that are not more than 4 feet in height above the lowest adjacent grade, unless supporting a surcharge or impounding Class I, II or IIIA liquids.

~~(6) Sidewalks and driveways.~~

(7) Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

(8) Temporary motion picture, television and theater stage sets and scenery.

(9) Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep, do not exceed 5,000 gallons and are installed entirely above ground.

(10) Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

(11) Swings and other playground equipment.

(12) Awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support..

(13) Nonfixed and movable fixtures, cases, racks, ramps, counters and partitions not over 5 feet 9 inches in height.

(14) Repairs. Application or notice to the Building Official is not required for ordinary minor repairs to structures. Except that such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

(15) Replacement of siding and shingles, or other roof/wall covering..

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Sec. 5.105. ELECTRICAL PERMITS NOT REQUIRED. No electrical permit is required for:

(1) **Repairs and maintenance:** Minor repair work, including the replacement of lamps and fuses, or the connection of approved portable electrical equipment to approved permanently installed receptacles, or for simple replacement of electrical fixtures such as wall plugs, and light fixtures.

(2) **Radio and television transmitting stations:** The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

(3) **Temporary testing systems:** A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

(4) **Electric utilities:** The installation, alteration or repair of electrical equipment installed by or for the City of Ames Electric Department, or other licensed or franchised electric utility company in the generation, transmission, distribution, or metering of electricity.

(5) **Manufacturing processes:** Moveable process equipment which is independent of the building structure, is subject to being moved, rearranged, and replaced by equipment manufacturers and staff

maintenance personnel. In such instances, permits and inspections are required only for the alteration of the building's electrical supply wiring to the point of connection to the equipment.

(6) **Electrical manufacturing:** Work involved in the manufacturing, testing, servicing, altering or repairing of electrical equipment.

(7) **Elevators:** Work involved in the installation, repairing, remodeling or maintenance of elevators, dumbwaiters or escalators. Except: electrical equipment for supplying current to the control panel of elevators, dumbwaiters or escalators does require permits and inspections.

Sec. 5.106. GAS SYSTEM PERMITS NOT REQUIRED. No gas system plumbing or mechanical permit is required:

(1) Portable heating appliances.

(2) Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Sec. 5.107. MECHANICAL PERMITS NOT REQUIRED. No mechanical permit is required:

(1) Portable heating appliances.

(2) Portable ventilation equipment.

(3) Portable cooling unit.

(4) Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

(5) Repair or replacement of any part that does not alter its approval or make it unsafe.

(6) Portable evaporative coolers.

Sec. 5.108. PLUMBING PERMITS NOT REQUIRED. No plumbing permit is required:

(1) For the stopping of leaks in drains, water, soil, waste or vent pipe, provided however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

(2) For the clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

Sec. 5.109. PUBLIC SERVICE AGENCIES EXEMPT FROM SOME PERMITS.

A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right. Such agencies include Ames Electric Utility; Alliant Natural Gas Utility; Ames Water Department; Ames Public Works Department; franchised telecommunications companies. Such exemption includes all equipment, lines, and facilities specific to the energy or product produced, processed, conveyed or conducted. Such exemption does not include permanent buildings that house or contain such systems. All buildings constructed, altered, repaired, or removed are subject to the typical plan review, permit, inspection and approval process as described elsewhere in this code.

Sec. 5.110. SUBMITTAL DOCUMENTS.

Construction documents, shall be submitted ~~in one or more sets~~ with each building permit application. Construction documents shall be prepared by a registered design professional where required by the statutes of the State of Iowa. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional, if it is found that the nature of the proposed work is such that submittal and review of such construction documents is not necessary to obtain code compliance.

(1) **Information on construction documents.** Construction documents shall be dimensioned and drawn to scale upon suitable material. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official.

(2) **Fire protection system shop drawings.** Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the project construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in the 2024 IBC Chapter 9, Fire Protection Systems.

(3) **Means of egress.** The construction documents shall show in sufficient detail that the location, construction, size and arrangement of all portions of the means of egress are in compliance with the provisions of this code.

(4) **Exterior wall envelope.** Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to demonstrate compliance with this code.

(5) **Site plan.** The construction documents submitted with the permit application shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. The Building Official is authorized to waive or modify the requirement for a site plan when the application for permit is for interior alteration or repair or when otherwise warranted.

(6) **Examination of documents.** The Building Official shall examine or cause to be examined the construction plans and documents to determine whether the construction indicated and described is in accordance with the requirements of this code.

(7) **Previous approvals.** This code shall not require changes in the approved construction documents, methods, materials, or designated occupancy of a structure for which a permit has been issued, and construction of which has been commenced within 365 days after the effective date of this code and has not been abandoned.

(8) **Phased approval.** The Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the entire building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure may proceed with construction at the holder's risk. The City can provide no assurance that a permit for the remainder of the structure will be granted, unless the balance of the plans submitted are determined in compliance with this Code.

(9) **Design professional in responsible charge.** When it is required that documents be prepared by a registered design professional, the owner shall engage a registered design professional for the project. The registered design professional shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Where structural observation is required by IBC Chapter 17, Structural Tests and Special Inspections, the individual or firms performing the structural observations and reporting shall be identified.

(10) **Deferred submittals.** For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period. Deferral of any submittal items shall have the prior approval of the Building Official. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official.

(11) **Amended construction documents.** Work shall be installed in accordance with the approved construction documents. Any changes made during construction must be reviewed, inspected and approved by the Building Official.

(12) **Retention of construction documents.** One set of approved construction documents shall be retained by the Building Official in accord with the City of Ames Record Retention Policy.

Sec. 5.111. TEMPORARY STRUCTURES AND USES

(1) **General.** The Building Official is authorized to issue a permit for temporary structures. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause.

(2) **Conformance.** Temporary structures shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.

(3) **Temporary power.** The Building Official is authorized to approve temporary power in part of an electric installation before such installation has been fully completed and approved. The part approved shall comply with the applicable requirements for temporary lighting, heat or power of this code.

(4) **Termination of approval.** The Building Official is authorized to terminate such permit for a temporary structure and to order the temporary structure or use to be discontinued for due cause.

Sec. 5.112. FEES

(1) **Payment of fees.** A permit shall not be valid until the required fees have been paid. **Exception:** the City may invoice permit applicants for permit and inspection fees, as a customer convenience. In such instances, permits shall be considered valid immediately following permit application review and approval. This customer courtesy may be revoked if payment for billed permit fees is not received within 60 days of receipt of notice to the customer. In such instance, cash payments will be subsequently required in accord with this section.

(2) **Schedule of permit fees.** Fees for each permit type shall be paid as required, in accordance with the schedules as established by the City Council in the following referenced Ames Municipal Code Sections:

Building permit fees.
Appendix L, Ames Municipal Code

Electrical permit fees.
Appendix U, Ames Municipal Code

Mechanical permit fees.
Appendix U, Ames Municipal Code

Plumbing permit fees.
Appendix U, Ames Municipal Code

(3) **Building permit valuations.** The applicant for a building permit shall provide an estimated permit value at time of application. The term 'permit value' or 'permit valuation' means the actual cost of construction, including all materials and labor for all building, electrical, gas, mechanical, plumbing equipment and permanent building systems. If, in the opinion of the Building Official, the valuation is underestimated on the application, the submitted permit valuation shall not be accepted unless the applicant can show verifiable project documents, estimates, or signed contracts to substantiate the submittal. Final building permit valuation shall be determined by the Building Official.

(4) ICC Building Valuation Data Table to be used. The Building Official shall use average square foot building construction costs as listed in the most recent International Code Council publication of Building Valuation Data for new residential and commercial buildings, additions, and extensive interior renovations, in absence of more specific data. Such average square foot costs are base valuations for typical buildings of good quality Square foot costs are adjusted biannually every February and August to reflect changes in material and labor costs, as reported by the. International Code Council.

(5) **Appeal of building permit valuation.** A request to appeal the Building Official's determination of building permit valuation may be filed with the Building Official for cause. Such request must be in writing, and contain a factual basis for review.~~.~~ If it is found the Building Official erred in the determination of building permit valuation, appropriate adjustment will be made to the permit valuation and the permit fee.

(6) **Work commencing before permit issuance - penalty fees.** Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits may be subject to a fee established by the Building Official that shall be in addition to the required permit fees. A penalty fee equal to the amount of the permit fee may be added for any work that commences prior to permit approval, i.e., the permit fee may be doubled for such building, electrical, mechanical, or plumbing work that occurs prior to permit issuance. Additional fees may also be charged for actual costs of inspections, project research, site visits, and meetings required to obtain code compliance prior to the point of actual permit approval. Such penalties do not prevent the Division from also issuing separate municipal infraction citations for each violation of this section.

(7) **Related fees.** The payment of permit fees for construction, alteration, removal or demolition work done in connection with the work authorized the permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed elsewhere in this Code.

(8) **Refunds.** The Building Official is authorized to establish a refund policy. Deductions from approved refunds shall be made for the actual costs of services rendered in association with the project up to the date of refund request. Actual costs include, but may not be limited to, plan reviews performed, permits issued, and inspections made by the Inspection Division.

Sec. 5.113. BUILDING INSPECTIONS

(1) **Building inspections.** Work for which a permit is required shall be subject to inspection by the Building Official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

(2) **Preliminary inspection.** Before issuing a permit, the Building Official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

(3) **Required inspections.** The Building Official shall make inspections of the following as necessary to assure compliance with this Code:

(a) **Footing and foundation inspection.** Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place, and before concrete is poured. For concrete foundations, required forms shall be in place prior to inspection. Concrete shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94.,

(~~5~~b) **Concrete slab, under-floor, and groundwork inspection.** Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

(~~6~~c) **Lowest floor elevation.** In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the finish floor elevation certificate shall be submitted to the Building Official.

(~~7~~d) **Framing and rough-in inspection.** Framing and rough-in electrical, mechanical, and plumbing inspections shall be made after the roof deck, all framing, fireblocking and bracing are in place and all work which is to be concealed is in place.

(~~8~~e) **Lath and gypsum board inspection.** Inspection of lath and gypsum board that is part of a fire-resistance rated or shear assembly shall be made after lath and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

(~~9~~f) **Fire-resistant penetrations.** Protection of joints and penetrations in fire-resistance-rated assemblies shall not be concealed from view until inspected and approved.

(~~10~~g)**Energy efficiency.** Inspections shall be made to determine compliance with the State of Iowa Energy Code.(h) **Other inspections.** In addition to the inspections specified above, the Building Official is authorized to make or require other inspections of any construction work to obtain compliance with this code.(i) **Special inspections.** For special inspections, see IBC Chapter 17.(j) **Final inspection.** The final inspection shall be made after all work required by the building permit is completed.

(4) **Inspection agencies.** The Building Official is authorized to accept reports of approved inspection agencies.

(5) **Inspection requests.** It shall be the duty of the building permit holder or designee to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder or designee

to provide access and means for inspection of such work. Regardless of notification by the permit holder or designee, the Building Official is authorized to make any inspection required by this code at any time during normal business hours throughout the duration of the project.

(6) **Approval required.** Work shall not be done beyond the point indicated in each inspection without first obtaining the approval of the Building Official. Any work that does not comply shall be corrected and such work shall not be covered or concealed until approved by the Building Official.

Sec. 5.114. ELECTRICAL INSPECTIONS.

(1) **Electrical inspections.** The Building Official shall make inspections of the following as necessary to assure compliance with this Code:

i) (a) **Underground inspection.** Underground inspection shall be made after trenches or ditches are excavated and before any backfill is put in place.

ii) (b) **Rough-in inspection.** Rough-in inspection shall be made after the roof, framing, fireblocking, firestopping, draftstopping and bracing is in place and all electrical distribution conductors are roughed-in, and prior to the installation of wall or ceiling membranes.

iii) (c) **Final inspection.** Final inspection shall be made after the building is complete, all electrical fixtures are in place and properly connected, and the structure is ready for occupancy.

(2) **Other inspections.** In addition to the inspections specified above, the Building Official is authorized to make or require other inspections of any construction work to obtain compliance with this code.

(3) **Inspection agencies.** The Building Official is authorized to accept reports of approved inspection agencies.

(4) **Inspection requests.** It shall be the duty of the electrical permit holder or designee to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder or designee to provide access and means for inspection of such work. Regardless of notification by the permit holder or designee, the Building Official is authorized to make any inspection required by this code at any time during normal business hours throughout the duration of the project.

(5) **Approval required.** Work shall not be done beyond the point indicated in each inspection without first obtaining the approval of the Building Official. Any work that does not comply shall be corrected and such work shall not be covered or concealed until approved by the Building Official.

Sec. 5.115. MECHANICAL INSPECTIONS.

(1) **Mechanical inspections.** The Building Official shall make inspections of the following as necessary to assure compliance with this Code:

i) (a) **Underground inspection.** Underground inspections shall be made after trenches or ditches are excavated and bedded, piping installed, and before backfill is put in place. Where excavated soil contains rocks, broken concrete, frozen chunks and other rubble that would damage or break the piping or cause corrosive action, clean backfill shall be on the job site.

ii) (b) **Rough-in inspection.** Rough-in inspections shall be made after the roof, framing, fireblocking and bracing are in place and all ducting and other components to be concealed are complete, and prior to the installation of wall or ceiling membranes.

iii) (c) **Final inspection**. Final inspections shall be made upon the completion of the mechanical system. Exception: Ground-source heat pump loop systems tested in accordance with Section ~~IMC~~ 1208.1 of the IMC shall be permitted to be backfilled prior to inspection.

(2) **Other inspections.** In addition to the inspections specified above, the Building Official is authorized to make or require other inspections of any construction work to obtain compliance with this code.

(3) **Inspection agencies.** The Building Official is authorized to accept reports of approved inspection agencies.

(4) **Inspection requests.** It shall be the duty of the mechanical permit holder or designee to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder or designee to provide access and means for inspection of such work. Regardless of notification by the permit holder or designee, the Building Official is authorized to make any inspection required by this code at any time during normal business hours throughout the duration of the project.

(5) **Approval required.** Work shall not be done beyond the point indicated in each inspection without first obtaining the approval of the Building Official. Any work that does not comply shall be corrected and such work shall not be covered or concealed until approved by the Building Official.

Sec. 5.116. PLUMBING INSPECTIONS.

(1) **Plumbing inspections.** The Building Official shall make inspections of the following as necessary to assure compliance with this Code:

i) (a) **Underground inspection.** Underground inspection shall be made after trenches or ditches are excavated and bedded, piping installed, and before any backfill is put in place.

ii) (b) **Rough-in inspection.** Rough-in inspection shall be made after the roof, framing, fireblocking, firestopping, draftstopping and bracing is in place and all sanitary, storm and water distribution piping is roughed-in, and prior to the installation of wall or ceiling membranes.

iii) (c) **Final inspection.** Final inspection shall be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

(2) **Other inspections.** In addition to the inspections specified above, the Building Official is authorized to make or require other inspections of any construction work to obtain compliance with this code.

(3) **Inspection agencies.** The Building Official is authorized to accept reports of approved inspection agencies.

(4) **Inspection requests.** It shall be the duty of the plumbing permit holder or designee to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder or designee to provide access and means for inspection of such work. Regardless of notification by the permit holder or designee, the Building Official is authorized to make any inspection required by this code at any time during normal business hours throughout the duration of the project.

(5) **Approval required.** Work shall not be done beyond the point indicated in each inspection without first obtaining the approval of the Building Official. Any work that does not comply shall be corrected and such work shall not be covered or concealed until approved by the Building Official.

Sec. 5.117. CERTIFICATE OF OCCUPANCY

(1) **Use and occupancy.** No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the Building Official has issued a Certificate of Occupancy (C.O.), or until final inspection and approval has been given for minor projects. Issuance of a C.O. or other final approval shall not be construed as approval of a violation of this code.

(2) **Certificate issued.** After the Building Official inspects the building or structure and finds no violations of this code, a C.O. shall be issued that contains the following:

(a) The building permit number.
(b) The address of the structure.
(c) The name and address of the owner.
(d) A description of that portion of the structure for which the certificate is issued.
(e) A statement that the described portion of the structure has received final inspections and may be occupied.
(f) The signature of the Building Official.
(g) The occupancy type as defined in the IBC.
(h) The type of construction as defined in the IBC.
(i) The occupant load,
(j) If an automatic sprinkler system is provided, whether the sprinkler system is required.
(k) Any special stipulations or conditions.

(3) **Temporary occupancy.** The Building Official is authorized to issue a temporary certificate of occupancy (T.C.O.) before the completion of all work, if it is concluded the incomplete work items present no hazard to occupants or the general public. A fee may be charged for issuance of a T.C.O.

(4) **Revocation.** The Building Official is authorized to suspend or revoke a C.O. or other approval wherever it is found the C.O. or other approval is issued in error, or on the basis of incorrect information received, or where it is determined the project, or portion thereof, is in violation of this code.

(5) **Connection of service utilities.** No person shall make connections from a utility, source of energy, fuel or power to any building or system for which a permit is required, unless approved by the Building Official.

(6) **Temporary connection.** The Building Official shall have the authority to authorize temporary connection of the building or system to the utility source of energy, fuel or power.

(7) **Authority to disconnect service utilities.** The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

(Ord. 4044, 9-28-10)

Sec. 5.118. INFRASTRUCTURE TO BE INSTALLED.

(1) Except for single family and two family structures, no building permit shall be issued for construction of a new principle building or addition to an existing principle structure unless sidewalks, shared use paths, street lights, street paving, and dedicated rights-of-way or easements, in satisfactory condition and consistent with the requirements of Division IV, Design and Improvements Standards of Chapter 23, Subdivisions are adjacent to the subject property.

(2) Except for single family and two family structures, no building permit shall be issued for substantial improvements to an existing principle building unless sidewalks, shared use paths, street lights, street paving, and dedicated rights-of-way or easements, in satisfactory condition and consistent with the requirements of Division IV, Design and Improvements Standards of Chapter 23, Subdivisions are adjacent to the subject property.

(3) Requirements for infrastructure installation, financial security, and installation priority are found in Section 22.31 of the Ames Municipal Code.

(4) Definitions: For purposes of this section, the following definition shall be used.

(a) Substantial improvement means any repair, reconstruction, rehabilitation, addition, or improvement of a principle building, the cost of which has a value of $200,000 or more. The term does not, however, include any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the Building Official and that are the minimum necessary to assure a safe living condition. The term also does not include improvements to the site or to an accessory structure.

(Ord. 4224; 8-11-15; Ord. No. 4529, 05-28-24)

DIVISION II
AMENDMENTS TO ADOPTED CODES

Sec. 5.200. BUILDINGS AND STRUCTURES.

The provisions of the2024 International Building Code (IBC), are amended with the revision of the following text as stated:

(1) **Section 717.6.2 Membrane Penetrations** is amended by adding the following exception: **Exception;** Duct systems constructed entirely of minimum 0.0187 inch thick steel (No. 26 gauge) shall be allowed without installation of radiation dampers.

(2) **Section 903.4, Sprinkler system supervision and alarms**, is amended by adding the following exception: Water supply valves that are locked in the open position.

(3) **Section 907.2.9, Group R-2**, is amended by adding the following text at the end of the subsection: Notwithstanding the exceptions noted herein, an automatic fire alarm system shall be installed throughout all interior corridors serving sleeping units.

(4) **Section 1011.12 Stairway to roof** is amended by deleting the **Exception** and inserting the following in lieu thereof:

Exception: Other than where required by Section 1011.12.1, in buildings without an ~~occupied~~ occupiable roof access to the roof from the top story shall be permitted to be by a ship's ladder ~~of~~ or a permanent ladder.

(5) **Section 1011.14 Alternating Tread Devices** is amended by removing "and for access to ~~unoccupied~~ unoccupiable roofs" from the text.

(6) **Section 1704.2.3 Statement of special inspections.** Delete the first paragraph and replace with the following: The applicant shall submit verification of a signed agreement with an approve agency stating the required special inspections to be performed and the frequency of said inspections as a condition for permit approval.

(7) **Section 1801.2 Foundations – Concrete encased electrode.** Concrete footings for new buildings and additions shall have a minimum of a #4 reinforcing bar or bare copper conductor sized per the Table 250.66 of the City of Ames currently adopted National Electrical Code as a grounding electrode conductor encased in concrete for 20 feet minimum with a minimum of 2 tie wires for use as a concrete encased electrode.

(8) **Section 1809.5 Frost Protection.** The first sentence is amended to read as follows: Except where otherwise protected from frost, foundations, permanent supports of buildings and structures, and all exterior landings shall be protected from frost by one or more of the following methods:

(9) **Section 1809.5 Frost Protection is further amended by deleting Exception 2** and inserting the following in lieu thereof: Area of 900 square feet or less for light-frame construction or 400 square feet or less for other than light-frame construction: and

(10) Addition of **Section 1809.15 Demolition of shallow foundations.** Where a structure has been demolished or removed, all shallow foundations shall be removed in their entirety and the excavation shall be filled and maintained with clean fill material to the existing grade. Removal shall include, but is not limited to the removal of the entire basement including walls, floors, footings, and foundations.

(11) Chapter 18 of the IBC is amended by deleting **Table 1809.7 and inserting the following table with footnotes in lieu of:**

Number of Floors Supported by the Foundations*****	1	2	3
Thickness of Foundation Walls (inches) Concrete	8	8	10
Thickness of Foundation Walls (inches) Concrete Block	8	8	12
Width of Footing (inches)	16	16	18
Thickness of Footing (inches)	8	8	12
Minimum Depth of Foundation Below Grade	42	42	42

*****Foundations may support a roof in addition to the stipulated number of floors. Foundations supporting roofs only shall be as required for supporting one floor.

*Spread footings shall have a minimum of 2 - #4 continuous horizontal reinforcement bars.

*Foundation walls shall have a minimum of #4 reinforcement bars 18" on center each way.

*All buildings shall have perimeter footings to 42" below finished grade.

*Trench footings are allowed as a continuous 8" pass trench for single story wood frame structures with spans not exceeding 16 feet. The trench must be 42" below finished grade and have at least two #4 horizon reinforcement bars. Bars must tie into abutting adjacent structures.

(12) **Section 2308.7.1 Foundation plates or sills** is amended by replacing "Bolts shall be spaced not more than 6 feet on center" with "Bolts shall be spaced not more than 4 feet on center".

Sec. 5.201. ONE- AND TWO-FAMILY DWELLINGS.

The provisions of the ~~2015~~ 2024 International Residential Code for One- and Two-family Dwellings (IRC), are amended by revising the following text as stated:

(1) Table R301.2**Climatic and Geographical Design Criteria** is amended to include the following local values:

Ground Snow Load (lbs)	33
Wind Speed (mph)	110
Topographic Effects	No
Special Wind Region	No
Seismic Design Category	
Weathering	Severe
Frost Line Depth (inches)	42
Termite	Moderate to Heavy
Winter Design Temp (F.)	- 5
Ice Shield Underlayment Required	Yes
Flood Hazards	See FEMA Maps
Air Freezing Index	1896
Mean Annual Temperature (F.)	48.2

(2) **Section R302.1 Exterior Walls, Fire-Resistant Construction.** Add exception #6: Walls of detached garages and accessory structures greater than or equal to 3 feet from a property line.

(3) **Section ~~R311.3.2~~ R318.3.2 Floor elevations at other exterior doors** is amended by deleting the exception and inserting the following in lieu thereof:

Exception:. An exterior landing or floor is not required at the exterior doorway where a stairway of not more than three risers is located on the exterior side of the door, provided the door does not swing over the stairway.

(4) **Section R309.1 Townhouse automatic fire sprinkler systems** is amended by deleting the text of that section and inserting the following in lieu thereof: Automatic residential sprinkler systems shall not be required in townhouses.

(5) **Section** R309.2 **One- and Two-family dwellings automatic fire systems** is amended by deleting the text of that section and inserting the following in lieu thereof: Automatic residential fire sprinkler systems shall not be required in one- and two-family dwellings.

(6) **Section R310.2.2 Alterations, repairs and additions** is amended by deleting Exception 2 and inserting the following in lieu thereof: "Installation, alteration, or repairs of plumbing, mechanical, or electrical systems."

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(7) **Section R.311.2.2 Alterations, repairs and additions** is amended by deleting Exception 2 and inserting the following in lieu thereof: "Installation, alteration, or repairs of plumbing, mechanical or electrical systems when such systems do not include a fuel-fired appliance."

(8) **Section 320.5 Continuity** is amended by adding Exception 3 as follows: "Handrail is permitted to terminate no more than three risers prior to the bottom nosing of the flight of stairs when the stairs are open on both sides.

(9) **Section R401.2 Requirements** is amended by adding the following: Footings of buildings with Type V wood framed construction of three stories or less shall be allowed to be designed to meet, at a minimum, the prescriptive standards of the following table.

Number of floors supported by foundations*	1	2	3
Thickness of foundation walls (inches) concrete	8	8	10
Thickness of foundation walls (inches) concrete block	8	8	12
Width of footing (inches)	16	16	18
Thickness of footing (inches)	8	8	12
Minimum depth of footing below grade	42	42	42

*Foundations may support a roof in addition to the stipulated number of floors. Foundations supporting roofs only shall be as required for supporting one floor. All other structures shall have footings and foundations engineered to meet the requirements of Chapter 4 of the IRC. All buildings shall have perimeter footings to 42" below grade, and such footings shall be designed to withstand all forces placed upon them as per Chapter 4 of the IRC or engineering to show equivalency.

*Trench footings are allowed as a continuous 8" single pass trench for a single story wood frame structure with spans not exceeding 16 feet. The trench must be 42" deep and have at least two (2) horizontal rods fixed in place and tied into the existing structure. Soil bearing capacity shall be a minimum of 2000 psf.

*Spread Footings shall have two evenly spaced #4 continuous reinforcing rods. For alterations and additions, reinforcing rods shall be tied into the existing footings.

*Concrete foundation walls shall be reinforced with a minimum of # 4 bars at 18 inches on center each way

(10) **Section R403.1 General** is amended by adding the following text to the end of the section: Where concrete footings are used in new one- and two-family dwellings, an approved concrete encased electrode shall be provided in the vicinity of the panel for each residential electrical service. The electrode shall be accessible and connected to at least twenty feet of #4 reinforcing rod by a minimum of two wire ties.

(14)

(11) **Section R403.1.3.6 Isolated concrete footings.** Delete this section in its entirety.

(12) Addition of **Section R401.4.3 Demolition of foundations.** Where a structure has been demolished or removed, all foundations shall be removed in their entirety and the excavation shall be filled and maintained with clean fill material to the existing grade. Removal shall include, but is not limited to the removal of the entire basement including walls, floors, footings, and foundations.

(13) **Section R403.1.4.1 Frost Protection** is amended by deleting Exception 1 and inserting the following in lieu thereof:

1. Protection of freestanding accessory structures with an area of 900 square feet or less, of light-framed construction, with an eave height of 10 feet or less shall not be required.

(14) **Section R403.1.6 Foundation Anchorage** is amended by deleting "~~maximum of 6 feet~~ "not greater than 6 feet" and inserting in lieu thereof "~~maximum of 4~~ feet "not greater than 4 feet" and by adding Exception 3 as follows: "Where the basic wind speed does not exceed 115 mph, the seismic design category is A or B, and method GB in accordance with Section R602.10 is used for a braced wall line on the interior of the dwelling, anchor bolts shall not be required for the wood sole plates of the braced wall panels. Positive anchorage with approved fasteners shall be provided."

(15) **Section R404.1.3.2 Reinforcement for foundation walls** is amended by adding the following to the end of the section: Minimum reinforcement for concrete foundation walls shall be #4 bars at 18" on center, each way or approved design by the registered design professional in responsible charge.

(16) **Section** R328.1**General** is amended by replacing **General** with **BARRIER REQUIREMENTS FOR SWIMMING POOLS, SPAS, AND HOT TUBS FOR ONE- AND TWO-FAMILY DWELLINGS,** removing the text of that section and inserting the following in lieu thereof:

1. The provisions of this section shall apply to the design of barriers for residential swimming pools, spas, and hot tubs (collectively referred to as a pool) for one- and two- family dwellings. These design controls are intended to provide protection against potential drownings and near-drownings by restricting access to swimming pools.

Exceptions:

1. Spas and hot tubs with a lockable *safety cover* that complies with ASTM F 1346.
2. Swimming pools with a powered *safety cover* that complies with ASTM F 1346.

(2) Outdoor pools. An outdoor pool, including an in-ground, above-ground or on-ground pool shall be surrounded by a barrier which shall comply with the following items 1-15:

a. The top of the barrier shall be at least 48 inches (1219 mm) above *grade* measured on the side of the barrier which faces away from the pool. Such height shall exist around the entire perimeter of the barrier and for a distance of 3 feet measured horizontally from the outside of the barrier. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches measured on the side of the barrier which faces away from the pool for surface that are not solid, such as grass or gravel. For surfaces that are solid, such as concrete, the distance shall be 4 inches maximum. Where the top of the pool structure is above grade the barrier may be installed on grade or shall be mounted on top of the swimming pool. Where the barrier is mounted on top of the pool, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches.

b. Openings in the barrier shall not allow the passage of a 4-inch-diameter (102 mm) sphere.

c Solid barriers which do not have openings shall not contain indentations or protrusions, except for normal construction tolerances and tooled masonry joints.

dMesh fences, other than chain link fences, in compliance with the following number 7, shall be installed in accordance with the manufacturer's instructions and comply with the following:

(i) The bottom of the mesh fence shall be not more than 1 inch above the deck or installed surface or grade.

(ii) The maximum vertical clearance from the bottom of the mesh fence and the solid surface shall not permit the fence to be lifted more than 4 inches from grade or decking.

(iii) The fence shall be designed and constructed so that it does not allow passage of a 4-inch sphere under any mesh panel. The maximum vertical clearance from the bottom of the mesh fence and the solid surface shall not be more than 4 inches from grade or decking.

(iv) An attachment device shall attach each barrier section at a height not lower than 45 inches above grade.

(v) Where a hinged gate is used with a mesh fence, the gate shall comply with the following items 11, 12, and 13.

(vi) Patio deck sleeves such as vertical post receptacles that are places inside the patio surface shall be of a nonconductive material.

(vii) Mesh fences shall not be installed on top of onground pools.

3. eWhere the barrier is composed of horizontal and vertical members, and the distance between the tops of the horizontal members is less than 45 inches, the horizontal members shall be located on the pool side of the fence. Spacing between vertical members shall not exceed 1 3/4 inches in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1 3/4 inches in width.

4. fWhere the barrier is composed of horizontal and vertical members, and the distance between the tops of the horizontal members is 45 inches or more, spacing between vertical members shall not exceed 4 inches. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1 3/4 inches in width.

5. gThe maximum opening formed by a chain link fence shall be a 1 3/4 inches, unless the fence has slats fastened at the top or the bottom which reduce the openings to not more than 1 3/4 inches.

6. hWhere the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall not be more than 1 3/4 inches. The angle of diagonal members shall not be greater than 45 degrees from vertical.

7. iThere shall be a clear zone of not less than 36 inches between the exterior of the barrier and any permanent structures or equipment such as pumps, filters and heaters that can be used to climb the barrier.

8. jThe pool side of the required barrier shall not be less than 20 inches from the water's edge.

9. kAccess gates shall comply with the requirements of items (b) 12 and (b) 13 and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool, and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates, such as utility or service gates, shall remain locked when not in use.

10. lDouble gates or multiple gates shall have at least one leaf secures in place and the adjacent leaf shall be secured with a self-latching device. The gate and barrier shall not have openings larger than 1/2 inch within 18 inches of the latch release mechanism. The self-latching device shall comply with item (b) 13.

11. mWhere the release mechanism of the self-latching device is located less than 54 inches from grade, the release mechanism shall be located on the pool side of the gate at least 3 inches below the top of the gate, and the gate and barrier shall have no opening larger than 1/2 inch within 18 inches of the release mechanism.

12. nWhere a wall of a dwelling or structure serves as part of the barrier and where doors or windows provide direct access to the pool through that wall, one of the following conditions shall be met:
    (i) The pool shall be equipped with a safety cover in accordance with ASTM F 1346;
    (ii) Doors, and operable windows having a sill height of less than 48 inches above the indoor finished floor shall have an alarm that produces an audible warning when the door, window or their screens are opened. The alarm shall be listed and labeled as a water hazard entrance alarm in accordance with UL 2017. The operable parts of the alarm deactivation switches shall be located at least 54 inches above the finished floor.
    (iii) Other approved means of protection, such as self-closing doors with self-latching devices, shall be acceptable as long as the degree of protection afforded is not less than the protection afforded by item (i) or (ii).

13. o An onground pool wall structure or a barrier mounted on top of an onground pool wall structure shall serve as a barrier where all of the following conditions are present:
    (i) Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the topof the wall is not less than 48 inches above grade for the entire perimeter of the pool, the wall complies with the requirements of items (b) 1-10 above and the pool manufacturer allows the wall to serve as a barrier.
    (ii) Where a barrier is mounted on top of the pool wall, the top of the barrier is not less than 48 inches above grade for the entire perimeter of the pool, the wall complies with the requirements of (b) 1-10 and the pool manufacturer allows the wall to serve as a barrier.
    (iii) Ladders or steps used as means of access to the pool are capable of being secured, locked or removed to prevent access except where the ladder or steps are surrounded by a barrier that meets the requirements of (18) above.
    (iv) Openings created by the securing, locking or removal of ladders and steps do not allow the passage of a 4-inch sphere.
    (v)Barriers that are mounted on top of onground pool walls are installed in accordance with the pool manufacturer's instructions.

3 Indoor pools shall be surrounded by a barrier that complies with Sec. 5.201 (20) a or b.

(17) **Appendix BO** is amended by deleting Section BO102.7Flood Hazard areas.
(18) **Appendix BO**is amended by deleting Section BO104.3Water Closets.
(19) **Appendix BO**is amended by deleting Section BO104.4 Electrical including the Exceptions.
(20) **Appendix BO**is amended by deleting Section BO105.5 Electrical equipment and wiring and associated subsections.

Sec. 5.202. ACCESSIBILITY. Reserved.

Sec. 5.203. ENERGY. Reserved.

Sec. 5.204. EXISTING BUILDINGS. Reserved.

Sec. 5.205. Reserved
(Ord. No. 4435, 04-13-21)

Sec. 5.206. MECHANICAL.
The adopted provisions of the ~~2021~~ 2024 International Mechanical Code (IMC), are amended as follows:

(1) **Section 304.11 Guards.** is amended by deleting the exception and inserting the following new exception in lieu thereof: "**Exception:** Guards are not required where permanent fall arrest/restraint anchorage connector devices that comply with ANSI/ASSE Z 359.1 are affixed for use during the entire lifetime of the roof covering. The devices shall be evaluated for possible replacement when the entire roof covering is replaced. The devices shall be placed not more than 10 feet (3048 mm) on center along hip and ridge lines and placed not less than 10 feet (3048 mm) from roof edges and the open sides of walking surfaces."

(2) **Section 306.1 Access**. is amended by deleting the last sentence and inserting the following in lieu thereof: "An unobstructed level working space at least 30 inches deep and 30 inches wide shall be provided on any side of equipment where service access is required. The authority having jurisdiction may approve service reductions prior to equipment installation, provided that the manufacturer's instructions are met."

(3) **Section 306.2 Appliances in rooms**. is amended by deleting this section in its entirety and inserting the following section in lieu thereof: "**Section 306.2 Appliances in Rooms and Closets**. Rooms and closets containing appliances shall be provided with a door and an unobstructed passageway measuring not less than 36 inches wide and 80 inches high. A level service space not less than 30 inches deep and 30 inches wide shall be present at the front service side of the appliance with the door open."

(4) **Section 306.5. Equipment and appliances on roofs or elevated structures.** is amended by adding the following to the end of the section: "If the tenants of a multiple tenant building have, or are allowed to have, mechanical facilities on the roof or which penetrate the roof, then roof access ladders must be provided for use by all such tenants and their agents and contractors in a manner that does not require accessing space under the control of another tenant." And deleting the following exception "Exception: This section shall not apply to Group R-3 occupancies." Also adding the following new subsection, "**306.5.3 Visual screening of rooftop equipment.** Equipment screening shall not be installed to the rooftop unit or the curb of the rooftop unit unless specified in the mechanical equipment manufacturer's installation instructions."

(5) **Section 401.1 Scope.** is amended by deleting the section in its entirety and inserting the following section in lieu thereof: "**Section 401.1 Scope.** This chapter shall govern the ventilation of spaces within a building intended to be occupied. These buildings shall meet either the requirements of ASHRAE Standard 62.1, "Ventilation for Acceptable Indoor Air Quality," 2019 edition, published by the American Society of Heating, Refrigeration, and Air-Conditioning Engineers, 1791 Tullie Circle N.E., Atlanta, GA 30329, or the requirements contained in this chapter. Mechanical exhaust systems, including exhaust systems serving clothes dryers and cooking appliances; hazardous exhaust systems; dust, stock, and refuse conveyor systems; sub slab soil exhaust systems; smoke control systems; energy recovery ventilation systems; and other systems specified in Section 502 shall comply with Chapter 5 of the 2024 International Mechanical Code."

(6) **Table 403.3.1.1 Minimum Ventilation Rates:** is amended by adding the following footnotes:

m Related to the gym, stadium, arena (play area) category "when combustion equipment is intended to be used on the playing surface, additional dilution ventilation and/or source control shall be provided.

n. Anywhere the term "smoking lounges" appears: "For ventilation purposes, "smoking" includes both combustible tobacco products and accessories and electronic smoking devices and accessories."

(7) **Section 504.9.2 Duct installation.** is amended by deleting the section in its entirety and inserting the following section in lieu thereof: "**504.9.2 Duct installation**. Exhaust ducts shall:

a. Bbe supported at 4-foot (1219 mm) intervals and secured in place.
b. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow.
c. not be joined by screws or similar fasteners that protrude into the inside of the duct."
d.

(8) **Section 506.3.13.3 Termination location.** is amended by deleting the section in its entirety and inserting the following new section in lieu thereof: "**506.3.13.3 Termination location.** Exhaust outlets shall be located not less than 10 feet (3048 mm) horizontally from parts of the same or contiguous buildings, adjacent buildings and adjacent property line and shall be located not less than 10 feet (3048 mm) above the adjoining grade level. Exhaust outlets shall be located not less than 20 feet horizontally/vertically from or not less than five (5) feet above air intake openings and operable doors and windows into any building."

(9) **Section 507.3 Type II Hoods**. is amended by deleting the first sentence in its entirety and inserting the following sentence in lieu thereof: "Type II hoods shall be installed above dishwashers capable of heating water beyond 140 degrees Fahrenheit and appliances that produce heat or moisture and do not produce grease or smoke as a result of the cooking process, except where the heat and moisture loads from such appliances are incorporated into the HVAC system design or into the design of a separate removal system."

(10) **Section 508.1.1 Makeup air temperature**. is amended by deleting the section in its entirety and inserting the following section in lieu thereof: "**Section 508 .1.1 Makeup air temperature.** All kitchen makeup air systems shall be verified by a certified TAB (testing and balance) contractor to heat and cool makeup air to within 10 degrees of room temperature set point. The TAB contractor shall be certified by NEBB, TABB, or other certifying organization as approved by the Authority Having Jurisdiction."

(11) **Section 601.5 Return air openings.** is amended by adding the following two additional requirements for return air openings:

"11. Return air openings shall be located at least 18 inches from supply air openings. Air throw shall be directed away from return air openings to reduce short cycling of air. Exception: Factory-made concentric duct terminations.

12. One return air opening per floor is required on a central duct return system per ACCA Manual D, Appendix 8. Return air transfer openings are required on all bedrooms when dedicated return air openings are not used."

(12) **Section 603 Duct Construction and Installation.** is amended by adding the following new subsection: "**603.1.1 Duct location.** Air plenums and ducts located in floor and wall cavities shall be separated from unconditioned space by construction with insulation to meet energy code requirements. These areas include but are not limited to exterior walls, cantilevered floors, and floors above garages."

(13) **Section 604.3 Coverings and linings.** is amended by deleting the section in its entirety and inserting the following new section in lieu thereof: "**604.3 Coverings and linings.** Duct coverings and linings, including adhesives where used, shall have a flame spread index of not more than 25 and a smoke-developed index of not more than 50, when tested in accordance with ASTM E84 or UL 723, using the specimen preparation and mounting procedures of ASTM E2231. Duct coverings and linings shall not flame, glow, smolder or smoke when tested in accordance with ASTM C411 at the temperature to which they are exposed in service. The testing temperature shall not fall below 250ºF (121ºC). Coverings and linings shall

be listed and labeled. The use of an air gap to meet R-value requirements for duct insulation shall be prohibited."

(14) **Section 607.6.2 Membrane Penetrations** is amended by adding the following exception: "**Exception:** Duct systems that originate and terminate entirely within one dwelling/sleeping unit and are constructed entirely of minimum 0.0187-inch-thick steel (No. 26 gauge) shall be allowed without installation of radiation dampers."

(15) **Section 607.6.2.1.3.** is amended by is amended by inserting the following new subsection: **"607.6.2.1.3 Access**. Access to ceiling radiation dampers must be provided with an approved means of access that is large enough to permit inspection and maintenance of the damper and its operating parts. Dampers equipped with fusible links andinternal operators shall be provided with either an access door that is not less than 12 inches (305mm) square, or a removable duct section."

(16) **Section 607.6.2.1.4.** is amended by inserting the following new subsection**: "607.6.2.1.4 Identification of access**. Access to ceiling radiation damper locations and access points shall be permanently identified on the exterior by a label or marking acceptable to the authority having jurisdiction."

(Ord. No. 4447, 9-14-21)

Sec. 5.207. GAS. Reserved.

Sec. 5.208 PLUMBING.

The adopted provisions of the 2024 Uniform Plumbing Code (UPC), are amended as follows:

(1) **Section 102.4.1 Building Sewers and Drains.** is amended by adding the following new section: "**Section 102.4.1.1 Building Demolition**. Whenever a structure or building is to be demolished, before demolition begins the following must be completed:

(a) Building sewer capped at curb line with a manufactured plug.
(b) Foundation line capped at curb line with a manufactured plug.
(c) Water service capped or plugged at main.

(2) **Section 102.0 Applicability.** is amended by adding a new subsection "**Section 102.9 Annexed Building.** When a structure or building is on land that has been or is being annexed into the City of Ames and connection to the public water or sewer system is requested for that building or structure, the City may require that its plumbing system be inspected to determine whether the system has adequate sewer venting and backflow prevention to protect the public water system, and to determine if it is otherwise free from hazards to those exposed or potentially exposed to that system. Based on that inspection, if it is determined that a cross connection or other hazard exists, then the Building Official shall determine what corrective action is needed to eliminate the hazard(s) and the owner shall complete the corrective action before connection to City services is allowed."

(3) **Section 301.5 Alternative Engineered Design.** is amended by adding the following sentence to the end of the section: "No engineered single-stack drainage system shall be installed."

(4) **Section 309.6 Dead Legs.** is amended by adding the following sentence to the end of the section: "The authority having jurisdiction can determine the method of flushing.".

(5) **Section 312.6 Freeze Protection.** is amended by adding the following at the end of the section: "Systems requiring protection from freezing shall be buried no less than five (5) feet in depth from

finished grade. If this depth cannot be maintained, the sides and top of pipe wall shall be covered with 1 ½" blue board insulation. The sides of the insulation shall be at least five (5) feet in depth."

(6) **Section 314.4.1 Installation of Thermoplastic Pipe and Fittings. is** deleted in its entirety and a new section is inserted in lieu thereof: "**Section 314.4.1 Installation of Thermoplastic Pipe and Fittings.** Trench width for thermoplastic pipe shall be limited to six times the outside diameter of the piping at the base. Thermoplastic piping shall be bedded in not less than 4 inches (102 mm) of aggregate bedding material supporting the pipe. Initial backfill shall encompass the pipe. Aggregate material shall be three-eighths (3/8) inch p-gravel or 1-inch clean class one bedding."

(7) **Section 407.3 Limitation of Hot Water Temperature for Public Lavatories.** is amended by adding the following sentence to the end of the section: "These devices shall be installed at or as close as possible to the point of use."

(8) **Section 408.0 Showers.** is amended by adding a new subsection: "**Section 408.12. Limitation of Hot Water Temperature of Pet Grooming Stations.** The maximum hot water temperature discharging from pet grooming stations shall be limited to 120ºF (49ºC). The maximum temperature shall be regulated by one of the following means, which shall be installed at or as close as possible to the point of use:

"(1) A limiting device conforming to ASSE 1070, ASME A112.1070, CSA B125.70, or CSA B125.3.
"(2) A water heater conforming to ASSE 1084."

(9) **Section 409.4 Limitation of Hot Water in Bathtubs and Whirlpool Bathtubs.** is amended by adding the following sentence to the end of the section: "These devices shall be installed at or as close as possible to the point of use."

(10) **Section 410.3 Limitation of Water Temperature in Bidets.** is amended by adding the following sentence to the end of the section: "These devices shall be installed at or as close as possible to the point of use."

(11) **Section 416.5 Drain.** is amended by deleting the last sentence, which states: "Where a drain is provided, the discharge shall be in accordance with Section 811.0."

(12) **Section 418.3 Location of Floor Drains** is amended by adding the following new subsection: "**418.3(5)** In all buildings, a three-inch (3") floor drain shall be located on the lowest floor level and where the water meter is located. A three-inch (3") or larger floor drain shall be located in the same room where a reduced pressure principal backflow prevention assembly is installed that discharges water. A two-inch (2") or larger floor drain shall be provided in the same room the water heater is located on the lowest floor level.

Exception: Existing water heaters and water meters unless relocated."

(13) **Section 422.1 Fixture Count.**

(1) Amend the section by deleting the first paragraph and inserting the following in lieu thereof:

"Plumbing fixtures shall be provided in each building for the type of building occupancy and in the minimum number shown in Table 2902.1 and its associated foot notes of the 2024 International

Building Code. Required public facilities shall be designated by a legible sign for each sex. Signs shall be readily visible and located near the entrance to each toilet facility."

(14) **Table 422.1 Minimum Plumbing Facilities.** Delete the table.

(15) **Section 422.2 Separate Facilities.** is amended by adding the following additional exception: "(4) Separate facilities shall not be required where rooms having both water closets and lavatory fixtures are designed for use by any gender and sufficient privacy for water closets is installed. Partitions or compartment walls shall extend from no more than 1 inch from the floor to no less than 84 inches from the floor. Urinals shall be located in an area visually separated from the remainder of the facility or each urinal that is provided shall be located in a stall."

(16) **Section 422.0 Minimum Number of Required Fixtures.** is amended by inserting the following new subsection: "**422.8 Substitution for Water Closets**. "In each bathroom or toilet room, urinals shall not be substituted for more than 67 percent of the required water closets in assembly and educational occupancies. Urinals shall not be substituted for more than 50 percent of the required water closets in all other occupancies. (Reprinted from the 2018 International Plumbing Code section 424.2)"

(17) **Section 603.0 Cross-Connection Control**. is amended by deleting the text and inserting the following in lieu thereof: "**Section 603.0 Cross-Connection** shall be in compliance with Section 28.209B of the Ames Municipal Code."

(18) **Section 604.6 Cast-Iron Fittings** is deleted.

(19) **Section 604.7 Malleable Iron Fittings** is deleted.

(20) **Section 604.10.1 Tracer Wire.** is deleted and the following is inserted in lieu thereof: "**604.10.1 Tracer Wire.** Plastic materials for building supply outside underground shall be installed with a 14-gauge solid copper tracer wire in a blue jacket affixed to the pipe at appropriate intervals. The tracer wire will start with a 5-foot electrical ground stake at the water main and be terminated at a weatherproof junction box at an approved location on the building exterior. An appropriate splice may be used at the water meter. The junction box shall be accessible and be labeled to identify it as a tracer wire termination."

(21) **Section 609.1 Installation.** is amended by **deleting the last two sentences and inserting** the following: "Building supply yard piping shall be not less than 60 inches below earth cover." The following subsections are also added to this section: ~~new sections 609.1.1 through 609.1.9~~

(22) "**Section 609.1.1 New Service Location.** In a new subdivision the water service line shall be installed at the center of the property unless otherwise approved by the Administrative Authority.

Section 609.1.2 Threaded Taps on Water Mains. All threaded taps on the main shall be at least 24 inches apart and shall be at least ¾ inch in size. If more than one tap is made for a service line, the taps will be staggered on the pipe. No more than three (3) threaded taps shall be made for a service connected to a 4-inch or larger main. Maximum threaded tap size for a 4-inch main is ¾ inch. All taps will be made in the top half of the water main, but not more than 45" above the horizontal plane. All services having two (2) taps or more shall be combined through a brass wye pipe connection. The maximum length of service from the main to the wye shall be four (4) feet. The following table lists appropriate number of taps for different service sizes.

Service Size Taps

1 inch = two ¾ inch or one 1 inch
1¼ inch = two 1 inch
1½ inch = two 1 inch

Section 609.1.3 Corporation Cock Required. A corporation cock of either a Mueller or Ford make, or its equivalent, shall be inserted in every tap one- and one-half inch or less in diameter made in the water main. The connection to the main shall be made by a regulation corporation cock and copper service with a compression joint if the pipe is plastic SIDR-7 200 P 3408. All connections to the water main shall be adequately looped to prevent breakage from ditch settlement.

Section 609.1.4 Service Valve Required. A service valve shall be installed immediately following a two (2) inch or larger tap on all take offs from the water main or private main.

Section 609.1.5 Service Saddles. Service saddles allowed on four (4) inch or larger water mains when water service is ¾", 1", 1¼", and 1½" shall have a stainless-steel strap with two bolts wide minimum. The bolts or nuts shall be either stainless steel or blue coated. When tapping a four (4) inch or larger main for water services for a two (2) inch or larger water service, the service saddle shall be a stainless-steel full wrap around saddle. The bolts and nuts shall be either stainless steel or blue coated. Any water service that is larger than a two (2) inch shall require a tapping valve and sleeve at the main or private main. The Post Indicator Valve (PIV) for fire line shall not serve as the water service valve after the main. All tapping valve sleeves shall meet the Urban Standard Specifications as follows:

(1) Valve: Tapping valve conforming to ANSI/AWWA C509.
(2) Sleeve:
    (a) Minimum 14 gauge
    (b) Stainless steel, ASTM A240, Type 304
    (c) Working pressure 200 psi.
    (d) Must fully surround pipe
(3) Gasket:
    (a) To completely surround pipe
    (b) Minimum thickness 0.125 inch
    (c) Material: nitrile rubber.
(4) Outlet Flange:
    (a) Stainless steel, ASTM A240, Type 304
    (b) ANSI B 16.1, 125 pound pattern
    (5) Bolts: Stainless steel, ASTM A240, Type 304

Section 609.1.6 Curb Stop required. There shall be a curb stop in every service connection to the main. It shall be located on the property line or as close as possible thereto and in alleys within one foot of the alley line, except two (2) inch and larger, which shall have a street valve box over the valve at the water main. Curb Stops shall be of the quarter turn ball valve type with the grip joint ends. The curb stop to be used for services from three-fourths (¾) inch to two (2) inches shall be the style known as Mueller Mark II Oriseal or Ford Ball Valve with 90° curb stop, or equal, provided with T handle and extension rod keyed and locked to curb stop and shall be the same diameter as the pipe served. The curb stop shall be kept in an operative condition at all times.

Section 609.1.7 Curb Box required. The curb stop shall be covered by a curb box of the Western pattern No. 100, or equal, extending to the curb grade. In cases where the surface of the ground is higher than the curb grade to the extent that the curb box will not extend sufficiently to be in plain view, then the curb box shall be extended to the ground surface. Whenever a water service is renewed the curb box shall be brought to the curb grade or present natural ground level and moved to the property line. In placing the curb stop in position, care must be exercised to provide against settlement of the curb box, by providing a base of brick, stone or concrete block set on solid earth for support. A support shall be placed across the ditch and wired to the curb box near the top to keep it in a vertical position while filling the ditch. In the event a curb box is set in any location where a concrete or asphalt surface is to be placed, a sleeve shall be placed around the cap to allow for expansion and contraction.

Section 609.1.8 Water Services Serving Fire Sprinkler Systems. Sprinkler systems used for fire protection may be permitted to be attached to the water mains by a licensed Plumbing Contractor. No open connection can be incorporated in the system, and there shall be no valves except the service valve at the main unless a post indicator valve (PIV) is required. One- and two-family residential sprinkler lines shall be metered through the single meter. The property owner or tenant shall promptly report to the City any seal which has been broken for the closing of the system. A detailed drawing of the sprinkler system shall be filed with the City and free access to the building shall be granted the City for inspection purposes. Water services shall be sized to accommodate the requirements of the fire sprinkler system.

Section 609.1.9. Where required, a post indicator valve (PIV) must be set at 36" above final grade. The termination flange, inside the building, shall not be more than twelve (12) inches above finished floor level and be set at a true vertical position. When entering through a wall, the termination flange shall not be more than twelve (12) inches from the wall and set in a true horizontal position. The fire line shall have a two hundred (200) pound pressure test done for a minimum of two (2) hours without losing any pressure. The fire line shall be tested from the tap at the main to the termination flange with the PIV open and the curb box closed.

A certified fire sprinkler installer may install the backflow device to the sprinkler system for containment. The termination flange, inside the building, from horizontal to the vertical position or from horizontal to the horizontal position traveling through an exterior wall or floor, shall have no smaller than ¾ inch galvanized or equivalent all-thread rod used between said flanges to keep fire line termination stable. The fire line located in the trench may use mega-lug type supports, however, a concrete thrust block shall be in front of fire line traveling from horizontal to vertical prior to the termination flange. Only PVC C-900 DR 14 and ductile iron shall be used for the fire line service. The fittings shall be mechanical joint type. The tapping valve, PIV, and all other fittings and pipe shall be marked to withstand 200 p.s.i.

(a) If the fire line and water service are on one line, the domestic water service shall have the take off so that the domestic service will have a curb stop and stop box at the property line. If a PIV is required, the domestic service will branch off prior to the PIV and have a curb stop and stop box adjacent to the PIV. The take off for the water service shall be either brass, ductile iron, C-900 PVC DR14, or copper to the curb box.

(b)The curb stop and stop box may be installed at another location with prior approval from the Authority Having Jurisdiction.

(23) **Section 609.12 Pipe Insulation and its subsections are** deleted in their entirety, and the following section is inserted in lieu thereof: "**Section 609.12 Pipe Insulation.** Insulation of domestic hot water piping shall be in accordance with the applicable energy conservation code."

(24) **Section 610.1 Size, Size of Potable Water Piping,** is amended by deleting the words "each water meter and" from the first sentence and adding "Water meter sizing shall be determined by the Water Meter Division" to the end of the section.

(25) **Table 610.4 Fixture Unit Table for Determining Water Pipe and Meter Sizes** is amended by deleting footnote 2 and inserting the following in lieu thereof: "Building supply, one (1) inch nominal size minimum."

(26) **Section 610.8 Size of Meter and Building Supply Pipe Using Table 610.4** is amended by adding the following exception.

"Exception: Where a single water service line provides service to a new duplex or is split for any other reason, the service line shall be at least one inch in diameter. Where an existing structure is to be converted to a duplex a 1" equivalent service may be provided by a separate tap. The new service lines shall be divided by a wye at the property line. Existing 1" services may be split inside the building so long as shut-offs are available in a common area. Separate curb boxes shall be installed, and separate ¾ inch service lines shall be run to the individual customer units."

(27) **Section 610.8(6) Size of Meter and Building Supply Pipe Using Table 610.4** is amended by deleting the last sentence and inserting the following in lieu thereof: "No building water service line shall be less than one (1) inch in diameter."

(28) **Section 611.4 Sizing of Residential Softeners.** is amended by adding the following to the end of the last sentence in the section: "or as specified in the manufacturer's installation instructions."

(29) **Section 612 Residential Fire Sprinkler Systems.** is amended by deleting sections 612.0 through 612.7.2.

(30) **Table 702.1 Notes. Note #8.** is amended by adding the following at the end of the footnote: "Public use shall be any building or structure that is not a dwelling unit. Fraternities and sororities are not classified by this section as a dwelling unit."

(31) **Table 702.1 Note**s. **Note #9**. is amended by deleting "a maximum shower size of 36 inches (914 mm) in width and 60 inches (1524 mm) in length" and inserting the following in lieu thereof: "showers having only one shower head rated at a maximum of 2.5 gpm."

(32) **Section 703.1 Minimum Size, Size of Drainage Piping,** is amended by adding the following at the end of the section: "No underground drainage piping or vent shall be less than two (2) inches inside diameter."

(33) **Section 704.3 Commercial Sinks** is deleted in its entirety and the following section inserted in lieu of: **Section 704.3 Commercial Sinks.** "Pot sinks, scullery sinks, dishwashing sinks, silverware sinks, and other similar fixtures shall have an airgap indirect waste connection to a properly trapped and vented floor sink. Commercial kitchens must have at least one floor sink with a three-inch waste line serving the main scullery sink."

(34) **Section 715.2 Joining Methods and Materials** is amended by adding the following exception: "No molded rubber coupling shall be used on any sanitary sewer or storm sewer. Appropriate stainless steel shielded molded rubber couplings may be used as connections when connecting sanitary or storm sewers. Single band shielded couplings (no hub clamps) are not allowed on any exterior building sanitary sewer, or storm sewer."

(35) **Section 717.1 General, Size of Building Sewers.** is amended by deleting the first paragraph and inserting the following in lieu thereof: "The minimum size of any building sewer shall be determined on the basis of the total number of fixture units drained by such sewer, in accordance with Table 717.1 Maximum/Minimum Fixture Unit Loading on Building Sewer Piping. No building sewer shall be smaller than four (4) inches. The building sewer shall not be smaller than the building drain.

With prior approval from the Building Official, a sewage ejector may discharge the building sewer to the public sewer manhole when the public main is too shallow to allow the building sewer discharge to flow by gravity. The pipe material to be used shall be Polyethylene (P.E.) Two (2) inch SDR 7, 3408. The two (2) inch line shall at all times be a minimum of five (5) feet deep or freeze protection is required. The sewage ejector shall be vented with a minimum two (2) inch pipe."

(36) **Section 718.2 Support.** is deleted in its entirety and the following section inserted in lieu thereof: "**Section 718.2 Support.** Building sewer pipe made of cast iron, copper, or extra strength vitrified clay shall be laid on a firm bed. Pipe consisting of Schedule 40 PVC/ABS, PVC SDR 23.5/35 and PVC truss

pipe shall be enveloped on bottom, sides and top with a minimum of four (4) inches of either one (1) inch clean or 3/8" minus crushed rock, 3/8" washed chip or "pea gravel". After enveloping the pipe, the remainder of the ditch may be filled once the inspection is complete."

(37) **Section 719.6 Manholes** is amended by deleting the second paragraph.

(38) **Section 807.3 Domestic Dishwashing Machine.** is deleted in its entirety and the following section is inserted in lieu thereof: "**Section 807.3 Domestic Dishwashing Machine.** No domestic dishwashing machine shall be directly connected to a drainage system or food waste disposer without the use of an approved dishwasher air gap fitting on the discharge side of the dishwashing machine, or without looping the discharge line of the dishwasher as high as possible near the flood level of the kitchen sink where the waste disposer is connected. Listed air gap fittings shall be installed with the flood level (FL) marking at or above the flood level of the sink or drainboard, whichever is higher."

(39) **Section 814.5 Point of Discharge.** is deleted in its entirety and the following section is inserted in lieu thereof: "**Section 814.5 Point of Discharge.** Air-conditioning condensate waste pipes shall connect indirectly to a properly trapped fixture, floor drain, or open sight drain, or where permitted in Section 814.6, to the drainage system through an air gap or air break to trapped and vented receptors, dry wells, leach pits, sump pump, the tailpiece of plumbing fixtures or indirectly to the building storm sewer through a roof drain. A condensate drain shall be trapped in accordance with appliance manufacturer's instructions or as approved."

(40) **Section 901.1 Applicability.** is amended by adding the following sentence to the end of the section: "No engineered single-stack drainage systems shall be installed."

(41) **Section 901.2 Vents Required.** is amended by adding the following at the end of the section:

"All single-family or two-family dwelling units with a basement shall be provided with a two (2) inch future vent. The future vent shall be combined with other vents or terminate through the roof. Such vent shall be capped in the floor joist area of the basement for future use. The two (2) inch vent is for a future basement bathroom or other approved fixtures."

(42) **Section 906.1 Roof Termination**. is amended by deleting the last sentence.

(43) **Section 908.2.2 Size.** is amended by deleting the second sentence in this section and inserting the following new sentence in lieu thereof: "The wet vent shall be not less than two (2) inches (50 mm) in diameter for six (6) drainage fixture units (dfu) or less, and not less than three (3) inches (80 mm) in diameter for seven (7) dfu or more."

(44) **Table 1002.2 Horizontal Lengths of Trap Arms** is amended to read as follows:

Table 1002.2
Horizontal Lengths of Trap Arms
(Except for Water Closets and Similar features)[1,2]

Trap Arm Diameter (inches)	Distance trap to vent Minimum(inches)	Length Maximum (zfeet)
1-1/4	2-1/2	5
1-1/2	3	6
2	4	8
3	6	12

4	8	12
> 4	2 x Diameter	12

For SI units: 1 inch = 25.4 mm
Notes:
[1] Maintain ¼ inch per foot slope (20.8 mm/m).
[2] The developed length between the trap of a water closet or similar fixture (measured from the top of the closet flange to the inner edge of the vent) and its vent shall not exceed 6 feet (1829 mm).

(45) **Section 1007.1 Trap Seal Protection. General.** is amended by deleting "not deemed necessary for safety or sanitation by the Authority Having Jurisdiction" and inserting the following in lieu thereof: "floor drains or similar traps that receive a liquid discharge year-round."

(46) **Section 1014.1.3 Food Waste Disposers and Dishwashers.** is amended by deleting the second sentence and inserting the following in lieu thereof: "Commercial food waste disposers shall discharge into the building's drainage system in accordance with the requirements of the Authority Having Jurisdiction."

(47) Section 1101.6.1 Discharge is deleted in its entirety and the following section is inserted in lieu thereof: "**Section 1101.6.1 Discharge.** Subsoil drains must be piped to a storm drain or to an approved water course. Where there is no sewer or water course adjacent to the property, the subsoil drain must be piped to the front street over the top of the curb or as approved by the Municipal Engineer. No subsoil drain line shall be discharged onto a yard or into the building drain or sanitary sewer. No floor drain, clothes washer, or any other plumbing fixture shall be discharged into the foundation sump pit.

(48) **Section 1101.6.2 Sump.** is amended by replacing "fifteen (15) gpm" with "17 gpm with a 17-foot head" and adding the following to the end of the section: "The sump pump line may be either Schedule 40 PVC or Schedule 80 PVC pipe. The fittings shall be either schedule 80 PVC deep socket or schedule 40 deep socket pressure fittings. The sump pump line may also be 1 ½" polyethylene (PE) SDR 9, 3408. The PE joints shall be made with ribbed insert fittings secured by stainless steel clamps. The sump line shall be buried no less than five (5) feet in depth from finished grade. If this depth cannot be maintained, freeze protection shall be provided. When the sump line is discharged into a storm manhole, intake, or storm main that is not five (5) feet below final surface grade, a quarter (¼) of an inch hole shall be drilled into the bottom portion of the horizontal 90°elbow before pipe is placed in the vertical position.

If two sump lines are combined together, the sump line shall be a two (2) inch line to the storm main, intake, or manhole. The sump pump shall have an electrical outlet within reach of the manufacturer's cord.

No foundation drain service line shall be discharged onto property, someone else's property, or into the building drain or building sewer. No floor drain, clothes washer, or any other plumbing fixture shall be discharged into the foundation sump pit.

Every sump pit in an elevator shaft shall meet the rules and regulations as required by the State of Iowa for elevators. No hydraulic elevator sump shall be discharged into a storm or sanitary sewer."

(49) **Section 1101.6.3 Splash Blocks** is deleted.

(50) **Section 1101.6.5 Open Area** is deleted.

(51) **Sections 1205.0 through 1205.2 Authority to Render Gas Service.** are deleted.

(52) **Sections 1207.0 and 1207.1 Temporary Use of Gas.** are deleted.

(53) **Section 1208.5.3.5 Corrugated Stainless Steel Tubing.** is deleted in its entirety and the following section is inserted in lieu thereof: "**Section 1208.5.3.5 Corrugated Stainless Steel Tubing.** Only CSST with an arc-resistant jacket or covering system listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed, in accordance with the terms of its approval, the conditions of listing, the manufacturer's instructions and this code, including electrical bonding requirements in Section 1211.2. CSST shall not be used for through-wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner."

(54) **Section 1211.3 Arc-Resistant Jacketed CSST.** is deleted

(Ord. No. 4447; 9-14-21)

(55) Section 1306.3 Report Items. Modify the section by deleting "Authority Having Jurisdiction" and inserting "responsible facility authority" in lieu thereof.

DRAFT

DIVISION III
CONTRACTOR AND TRADE LICENSES

Sec. 5.300. BUILDING CONTRACTOR REGISTRATION.

(1) **Contractor registration required**. Each person, firm, or corporation performing work requiring a building, electrical, mechanical, or plumbing permit must possess a valid State Division of Labor registration number and provide proof of same to the Inspection Division prior to permit issuance. For electrical, plumbing, and HVAC contractors, possession of a State of Iowa contractor license shall serve as evidence of registration with the Division of Labor.

(2) **Contractor insurance required.**

All persons, firms, or corporations performing work that requires a building permit must possess current Contractor's Commercial General Liability insurance in not less than $500,000.00 combined single limit, and provide proof of coverage to the Inspection Division prior to permit issuance. For electrical, plumbing, and HVAC contractors, possession of a State of Iowa contractor license shall serve as evidence of adequate insurance coverage.

Sec. 5.301. CITY ELECTRICAL CONTRACTOR REGISTRATION AND STATE LICENSING.

Before doing any electrical work governed by this code in the City of Ames, an electrical contractor must register with the City of Ames Inspection Division as an electrical contractor on a form provided by the Division.

(1) Conditions for Registration. An electrical contractor must hold a valid State of Iowa license as an electrical contractor.

(2) Information to be provided. An applicant for electrical contractor registration under this section shall provide the following information:

(a) Copy of possession of current State license;

(b) Name, mailing address, email address, phone number of the principal of the registered firm or corporation; and

(c) The names and State license classifications of all employees who may be working on projects in the City of Ames.

(3) Registration not Transferable. Contractor registration is not transferable to any other person, firm or corporation.

Sec. 5.302. STATE ELECTRICIAN LICENSE CATEGORIES.

(1) **Apprentice electrician**. An apprentice electrician is a person who holds an apprentice electrician license issued by the State of Iowa.

(2) **Journeyperson electrician**. A journeyman electrician is a person who holds a journeyperson electrician license issued by the State of Iowa.

(3) **Master electrician**. A master electrician is a person who holds a master electrician license issued by the State of Iowa.

(4) **Electrical Contractor**. An electrical contractor is a person, firm or corporation that holds an electrical contractor license issued by the State of Iowa.

Sec. 5.303. STATE ELECTRICIAN LICENSE REQUIRED.

(1) Where this code requires electrical work to be performed by a licensed person, such person must hold and have in their immediate possession, a valid Electricians license issued by the State of Iowa that authorizes the work being performed.

Sec. 5.304. EXEMPTIONS.

(1) No license or registration shall be required for minor repair work, including the replacement of lamps and fuses, or the connection of approved portable electrical equipment to approved permanently installed receptacles, or for simple replacement of electrical fixtures such as wall plugs, and light fixtures, in single family dwellings when the person performing the repair work is the owner of the structure, and has his or her primary place of residence there.

(2) No license or registration shall be required for a mobile home dealer or the employee of a mobile home dealer to perform electrical connections in a mobile home space or within ten feet of such space, located in a mobile home park, all within the meaning and intent of Section 103A.52 Code of Iowa. The requirements for permits and inspections remain in effect, and the mobile home dealer shall pay the permit and inspection fees.

Sec. 5.305. CITY PLUMBING CONTRACTOR REGISTRATION AND STATE LICENSING.
Before doing any plumbing work governed by this code in the City of Ames, a plumbing contractor must register with the City of Ames Inspection Division as a plumbing contractor on a form provided by the Division.

(1) Conditions for Registration. A plumbing contractor must hold a valid State of Iowa license as a plumbing contractor.

(2) Information to be provided. An applicant for plumbing contractor registration under this section shall provide the following information:

(a) Copy of possession of current State license;

(b) Name, mailing address, email address, phone number of the principal of the registered firm or corporation; and

(c) The names and State license classifications of all employees who may be working on projects in the City of Ames.

(3) Registration not Transferable. Contractor registration is not transferable to any other person, firm or corporation.

Sec. 5.306. STATE PLUMBERS LICENSE CATEGORIES.

(1) **Apprentice plumber**. An apprentice plumber is a person who holds an apprentice plumber license issued by the State of Iowa.

(2) **Journeyperson plumber**. A journeyman plumber is a person who holds a journeyperson plumber license issued by the State of Iowa.

(3) **Master plumber**. A master plumber is a person who holds a master plumbers license issued by the State of Iowa.

(4) **Plumbing contractor**. A plumbing contractor is a person, firm or corporation that holds a plumbing contractor license issued by the State of Iowa.

Sec. 5.307. STATE PLUMBERS LICENSES REQUIRED.

(1) Where this code requires plumbing work to be performed by a licensed person, such person must hold and have in their immediate possession, a valid Plumbers license issued by the State of Iowa that authorizes the work being performed.

Sec. 5.308. EXEMPTIONS.

(1) No license or registration shall be required for plumbing work to be performed on a single family residential structure when the person performing the plumbing work is the owner of the structure, and has his/her primary place of residence there.

(2) No license or registration procedure shall be required for a mobile home dealer or employee of a mobile home dealer to perform water, gas, or utility service connections in a mobile home space or within ten feet of such space, located in a mobile home park, all within the meaning and intent of Section 103A.52 Code of Iowa. The requirements for permits and inspections remain in effect, and the mobile home dealer shall pay the permit and inspection fees. No homeowners or mobile home dealer will be allowed to tap a water main, sanitary or storm main or repair nor be allowed to install a building sanitary sewer, water service, foundation drain, or a storm sewer or make repair of such.

Sec. 5.309. CITY MECHANICAL HVAC CONTRACTOR REGISTRATION AND STATE LICENSING.
Before doing any heating, ventilation, air conditioning, or ducted heating work governed by this code, in the City of Ames, an HVAC contractor must register with the City of Ames Inspection Division as an HVAC contractor on a form provided by the Division.

(1) Conditions for Registration. An HVAC contractor must hold a valid State of Iowa license as an HVAC contractor.

(2) Information to be provided. An applicant for HVAC contractor registration under this section shall provide the following information:

(a) Copy of possession of current State license;

(b) Name, mailing address, email address, phone number of the principal of the registered firm or corporation; and

(c) The names and State license classifications of all employees who may be working on projects in the City of Ames.

(3) Registration not Transferable. Contractor registration is not transferable to any other person, firm or corporation.

Sec. 5.310. STATE HVAC MECHANICAL LICENSE CATEGORIES.

(1) **HVAC Mechanical Apprentice**. An HVAC mechanical apprentice is a person who holds an HVAC mechanical apprentice license issued by the State of Iowa.

(2) **HVAC Mechanical Journeyperson**. An HVAC mechanical journeyperson is a person who holds an HVAC mechanical journeyperson license issued by the State of Iowa.

(3) **HVAC Mechanical Master**. An HVAC mechanical master is a person who holds an HVAC mechanical master license issued by the State of Iowa.

(4) **HVAC Mechanical Contractor**. An HVAC mechanical contractor is a person, firm or corporation that holds an HVAC mechanical contractor license issued by the State of Iowa.

Sec. 5.311. STATE HVAC MECHANICAL LICENSES REQUIRED.

(1) Where this code requires mechanical work to be performed by a licensed person, such person must hold and have in their immediate possession, a valid HVAC license issued by the State of Iowa that authorizes the work being performed.

Sec. 5.312. EXEMPTIONS.

(1) No such license or registration procedure shall be required for mechanical work to be performed on a single family residential structure when the person performing the mechanical work is the owner of the structure, and has his/her primary place of residence there.

(2) No license or registration procedure shall be required for a mobile home dealer or employee of a mobile home dealer to perform water, gas, or utility service connections in a mobile home space or within ten feet of such space, located in a mobile home park, all within the meaning and intent of Section 103A.52 Code of Iowa. The requirements for permits and inspections remain in effect, and the mobile home dealer shall pay the permit and inspection fees. No homeowners or mobile home dealer will be allowed to tap a water main, sanitary or storm main or repair nor be allowed to install a building sanitary sewer, water service, foundation drain, or a storm sewer or make repair of such.

(Ord. 4044, 9-28-10)

DRAFT

DIVISION IV
DANGEROUS BUILDINGS

Sec. 5.400. TITLE AND ADOPTION.

These regulations shall be known as the Dangerous Building Code of the City of Ames, hereinafter referred to as "this code".

(1) Scope. The provisions of this code shall apply to the use and occupancy, repair, maintenance, removal and demolition of every building or structure or any appurtenances connected with or attached to such buildings or structures, including all electrical, mechanical, plumbing, and fire alarm and suppression equipment and systems. Buildings and structures may be declared dangerous based upon unsafe conditions found in any one or more of these building systems.

(2) Intent. The purpose of this code is to establish the minimum standards of structural strength and stability, means of egress, health and sanitation, light and ventilation, necessary to safeguard the public health, safety and general welfare from fire and other hazards, and to provide safety to fire fighters, police, and other emergency responders during routine and emergency operations.

(3) Referenced codes. The codes adopted by reference in Section 5.100 of the City of Ames Building, Electrical, Mechanical and Plumbing Code shall be used as the minimum standards to be followed under this chapter.

Sec. 5.401. DEFINITIONS.

The following words when used in this chapter shall have the meanings:

(1) *Abatement* means the repair, modification, stoppage, removal or demolition of that which causes or constitutes a public nuisance.

(2) *Building Official* means the City official designated to administer and enforce the provisions of this code, or designee.

(3) *Dangerous building.* For the purpose of this code, any building, shed, garage, fence, or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(a) Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.

(b) Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.

(c) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.

(d) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.

(e) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

(f) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.

(g) Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.

(h) Whenever the building or structure, or any portion thereof, because of

(i) dilapidation, deterioration or decay;

(ii) faulty construction;

(iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building;

(iv) the deterioration, decay or inadequacy of its foundation; or

(v) any other cause, is likely to partially or completely collapse.

(i) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

(j) Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.

(k) Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

(l) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become

(i) an attractive nuisance to children;

(ii) a harbor for vagrants, criminals or immoral persons; or as to

(iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(m) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this city, as specified in the City of Ames Municipal Code Chapter 5, Building, Electrical, Mechanical and Plumbing Code, or City of Ames Municipal Code Chapter 13, Rental Housing Code, or of any law or ordinance of this state or city relating to the condition, location or structure of buildings.

(n) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any non-supporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the:

(i) strength,

(ii) fire-resisting qualities or characteristics, or

(iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(o) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

(p) Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined to be a fire hazard.

(q) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law, or in equity jurisprudence.

(r) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(4) *Imminently dangerous structure* is any building, shed, fence or other man-made structure which, is in danger of imminent collapse of all or any part of such structure and is thereby an imminent danger to the health and safety of the general public or adjacent property.

(5) *Owner* means any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court; or a trustee.

(6) *Property* means any real property, premises, structure or location on which a dangerous building is alleged to exist.

(7) *Public nuisance* means any fence, wall, shed, deck, house, garage, building, structure or any part of any of the aforesaid; or any tree, pole, smokestack; or any excavation, hole, pit basement, cellar,

sidewalk subspace, dock, wharf or landing dock; or any lot, land, yard, premises or locations which in its entirety, or in any part thereof, by reason of the condition in which the same is found or permitted to be or remain, shall or may endanger the health, safety, life, limb or property, or cause any hurt, harm, inconvenience, discomfort, damage or injury to any one or more individuals in the City, in any one or more of the following particulars:

(a) By reason of being a menace, threat and/or hazard to the general health and safety of the community.

(b) By reason of being a fire hazard.

(c) By reason of being unsafe for occupancy, or use on, in, upon, about or around the aforesaid property.

(d) Is an imminently dangerous structure.

(e) By reason of the existence of any condition set forth in Section 5.401(3) of this code.

(8) *Summary abatement* means abatement of the dangerous building by the City, or a contractor employed by the City, by removal, repair, or other acts without prior notice to the owner, agent, or occupant of the property.

Sec. 5.402. AUTHORITY.

(1) City Officials. The Building Official, , Fire Inspector, or their designees are authorized to conduct inspections and take any other actions to carry out and enforce the provisions of this chapter relating to dangerous buildings.

(2) Abatement. All buildings or portions thereof which are, on inspection, determined to be dangerous, as provided in subsection 5.401(3) above, are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, vacation, securing against entry, demolition or removal.

(3) Summary Abatement. Where it has been determined that a structure is imminently dangerous the City may proceed by Summary Abatement.

(4) Failure to Obey Notice. If any person, firm, or corporation shall refuse to comply with a notice issued by the Building Official in regard to a dangerous structure, the Building Official may cause the person to be prosecuted or institute actions to abate the building as a public nuisance by securing against entry, initiating repair or initiating demolition.

Sec. 5.403. PROCEDURE TO REMEDY.

Whenever the Building Official or other inspector determines that any structure is dangerous the Building Official shall:

(1) Post Notice. Cause to be posted in a conspicuous place on the structure a notice which shall read substantially as follows: "Danger - Unsafe or Unfit Structure."

(2) Serve Notice. Cause to be served upon the owner thereof and the occupants, if any, a written notice which shall contain:

(a) The street address and a legal description sufficient for identification of the premises upon which the structure is located;

(b) A statement that the Building Official has found the structure to be a dangerous structure with a description of the conditions found to render the structure dangerous under the provisions of Section 5.401(3);

(c) A statement that the structure must be vacated by all occupants within a specified time, which shall be reasonable under the circumstances;

(d) A statement of the corrective action to be taken as determined by the Building Official including a time for commencing and completing such corrective action. Corrective action may include repair, removal, demolition, or other abatement, as determined by the Building Official. All repair or modification or demolition work ordered shall be commenced within a reasonable time as determined by the Building Official. When required action is repair, such work shall be completed within a reasonable time as determined by the Building Official. Requests for time extensions shall be submitted in writing to the Building Official.

(e) A statement that the Building Official may require the owner to obtain structural, or other appropriate evaluations and reports to be prepared by a structural engineer or other

appropriately licensed persons for use in developing a complete and detailed corrective action plan. The notice shall set a date for submittal of such professional evaluations and reports. If the owner is unwilling or unable to obtain such required evaluations and reports, the Building Official may contract with qualified persons and invoice the building owner to recover costs for such services, or assess the costs against the property in the manner of a special assessment

(f) A statement that if the required repair, modification or demolition work is not commenced or completed within the time specified, the City may cause the structure to be abated or demolished and assess all costs thereof.

(g) A statement that the Building Official will report the failure of the owner to repair, modify or demolish the structure to the Building Board of Appeals (as established in Municipal Code Chapter 5 Division VI, hereinafter referred to as "the Board"), City Manager, and City Council; and

(i) that the Board will conduct a public hearing on the report and may direct the Building Official to proceed with demolition of the structure or abatement of the dangerous condition and assessment of costs in accord with procedures set forth in this code, and

(ii) that the owner may file written objections with the Building Official, and appear at the public hearing and be heard orally in relation to the matter at the time of the public hearing before the Board.

(h) A statement that the owner has the right to request a hearing by the Board to appeal the notice.

(i) A statement that any person who is the record owner of the premises, location or structure at the time an order pursuant to this Ordinance is issued and served upon him, shall be responsible for complying with that order, and liable for any costs incurred by the City therewith, notwithstanding the fact that the Building Official conveys his interests in the property to another after such order was issued and served.

(3) Form of Notice. Such notice may be in the form of an ordinance, or by certified mail, or by personal service to the property owner as shown by the records of the city assessor and to the occupants, if any, and shall state the time within which action is required. However, in an emergency, the city may perform any action which may be required under this section without prior notice, as a Summary Abatement and assess costs.

(4) File Notice. The Building Official shall file a copy of such written notice with the county recorder.

Sec. 5.404. ABATEMENT BY OWNER; TIME FOR COMPLIANCE.

(1) Duties. The owner or occupant of a Dangerous Building who has been served notice under Section 5.403 shall:

(a) Promptly take action to make the dangerous building as safe, secure, and free from danger to others as is possible pending repair or demolition.

(b) Within fifteen (15) days after date of the notice file with the Building Official a written statement of intent to comply which includes plans detailing the repairs or demolition to be done, and includes a completion date.

(c) Obtain approval from the Building Official of the repair or demolition plans submitted.

(d) Within a reasonable time after filing a statement of intent and receiving approval, commence actual repairs or modification in accord with the statement of intent.

(2) Time Extensions. Extensions of time may be granted as follows:

(a) The owner may request one extension of time from the Building Official for the owner to abate the dangerous conditions by demolition or to make required repairs, provided such extension is limited to a specific time period.

(b) If the owner has been granted one extension of time by the Building Official, any additional request for an extension of time shall be taken as an appeal to the Building Board.

Sec. 5.405. APPEAL PROCEDURES.

(1) Manner. The owner or occupant of the property who has been served with a notice pursuant to this Code that a dangerous building exists and that it must be abated or repaired as set forth in

the Building Official's notice may make a written request to the Building Official for a hearing before the Building Board. This request shall be made within fifteen (15) days after the date of such notice.

(2) Grounds. A request for a hearing shall be based on one or more of the following grounds:

(a) That the Building Official erred in the determination that a building is dangerous; or

(b) where the Building Official rejects or refuses to approve the mode or manner of construction and/or material to be used in the repair or abatement of the building; or

(c) where it is asserted that the true intent of this code has been incorrectly interpreted; or

(d) where it is asserted that the provision of this code do not fully apply; or

(e) that specific proposed alternative actions will remove or eliminate the condition such that it no longer endangers the health, safety, life, limb or property, or causes any hurt, harm, inconvenience, discomfort, damage or injury to any one or more individuals in the City; or

(f) additional time for compliance is sought and one extension of time has already been granted by the Building Official.

(3) Date. The Building Official shall, within fifteen (15) days after receipt of such a written request, set a date for a hearing by the Board. The hearing shall be held as soon as practicable following receipt by the Building Official of the written request and at least seven (7) days notice of the hearing shall be given to the individual who made the written request for the hearing.

(4) Authority of Board. The hearing shall be heard and conducted by the Board. When acting on a dangerous building appeal, the Board may uphold the notice as issued, or amend or modify the notice, or extend the time for compliance with the notice by such time limit as the majority of the Board may determine, all in accord with the scope of authority as follows:

(a) In determining whether a building is dangerous, the Board shall consider whether a building or structure has any or all of the conditions set forth in Sec. 5.401(3) of this code to the extent that the life, health, property, or safety of the public or its occupants, are endangered

(b) In considering alternative methods of compliance, the Board may approve any alternate if it finds that the proposal is satisfactory and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety; and that application of such alternative will eliminate or remove all of the conditions identified as dangerous, as set forth in Sec. 5.401(3) of this code.

(c) In considering alternative methods of compliance, the Board may require that sufficient evidence or proof be submitted to substantiate any claim that may be made regarding the use of alternative methods or materials.

(d) The Board shall have no authority to waive the requirements of this code.

(e) In considering interpretations of the Code, the Board shall follow the intent, spirit and purpose of the code.

(f) The Board shall have no authority relative to interpretation of the procedural provisions of this code.

(g) A decision of the Board to vary the application of any provision of this Code or to modify an order of the Building Official shall specify in what manner such variation or modification is made, the conditions upon which it is made, and the reasons therefore.

(h) The Board may find that the Building Official erred in the determination that a dangerous building exists. To make this finding, the Board must conclude the building has none of the conditions or defects described in Section 5. 401(3) of this Code, to the extent that the life, health, property or safety of the public or the building occupants are endangered.

(i) When an owner has applied for an extension of time, the Board may grant one extension of time to comply with an order to repair or modify or demolish a structure when the owner affirmatively shows the financial ability to perform the work; and the work cannot practicably be completed within the time provided. Such extension shall be for a reasonable period of time generally not to exceed ninety (90) days for repairs or modifications and generally not to exceed sixty (60) days for demolition, except when extraordinary circumstances can be shown, the Board may exceed these general time periods.

(5) No Defense. It shall not be a defense to the determination that a dangerous building exists that the structure is boarded up or otherwise enclosed.

Sec. 5.406 DEMOLITION OR ABATEMENT BY CITY.

(1) When the owner fails to commence or complete the required repairs, removal or demolition within the specified time period and does not timely appeal, the Building Official shall report the owner's failure to the Board, City Manager, and City Council.

(2) The Board shall then hold a hearing and may, by majority vote of approval, authorize the Building Official to demolish the structure, or may take other abatement action as deemed appropriate, including the granting of a stay pursuant to Section 5.407.

(3) Following Board action, the Building Official shall file a certified copy of the Board's decision with the county recorder, and shall issue a notice of intent to demolish or abate to the owner of the structure.

Sec. 5.407. STAY OF DEMOLITION OR ABATEMENT.

(1) The owner may request a delay in the demolition or abatement of a structure at the time of hearing on the Building Official's recommendation for Board action approving demolition or abatement. Such request shall be made in writing. The Board may grant such request when in its opinion it is practical, economical and structurally possible to rehabilitate the structure to comply with this code, and the owner complies with the following conditions.

(2) No stay granted shall be effective, however, unless and until such person signs a written agreement with the city wherein the owner agrees:

(a) To make all of the necessary repairs consistent with the approved plans within a time limit to be determined by the Board; and

(b) To grant the city the right to award a contract and to enter in and upon such premises for the purposes of demolishing same upon the failure of the person to complete all required repairs within the agreed time limit; and

(c) To reimburse the City for its actual costs incurred in inspection and administration expenses until the structure is brought into compliance with the original notice, through repair or demolition; and

(d) To file with the city a corporate surety performance bond, a cashier's check, a certified check drawn on an Ames bank or credit union, a letter of credit from an Ames bank or credit union, or other surety approvable by the City, in an amount sufficient to pay the estimated cost of demolition or abatement as determined by the Building Official, and to assure payment of the reimbursement of costs to the City. The surety shall be conditioned upon performance of the repairs within the agreed time period, together with any subsequent written time extensions thereto, and conditioned upon payment of the City's reimbursement as same shall become due. Upon such owner's failure to make all of the repairs in a manner acceptable to the city within the agreed time period, together with written extensions thereto, the Building Official may proceed to demolish or abate the structure.

(3) The proceeds of the surety given pursuant to this Section shall be applied by the City first against any unpaid reimbursement and then against the assessment for demolition.

Sec. 5.408. ACCESS FOR DEMOLITION OR ABATEMENT – PENALTIES.

The owner of the structure who has received notice of the intent of the Building Official to demolish or abate, shall give entry and free access to the property to the Building Official and all other persons acting on behalf of the City. Any owner who refuses, impedes, interferes with or hinders or obstructs entry by such agent pursuant to a notice shall be subject to enforcement actions which may include arrest and prosecution for Interference with Official Acts, or other civil or criminal charges.

Sec. 5.409. GRADING OF PREMISES AFTER DEMOLITION.

Whenever the premises is demolished, whether carried out by the owner or by the Building Official, such demolition shall include the filling of the excavation on which the demolished structure was located in such manner as to eliminate all potential danger to the public health, safety, or welfare arising from such excavation. This includes, but is not limited to the removal of the entire basement including walls, floor, footings, and foundations; cisterns or wells; accessory buildings and structures; abandoned utility services: water, sewer, gas, and electric.

Sec. 5.410. EXTERMINATION PROCEDURE BEFORE DEMOLITION OR ABATEMENT.
Demolition or abatement shall be preceded by an inspection of the premises by the Building Official to determine whether or not extermination procedures are necessary. If the premises are found to be infested, appropriate extermination to prevent the spread of rats, insects, or other vermin to adjoining or other areas or properties shall be instituted before demolition, as appropriate. The costs for such actions shall be included in the final assessment against the property and/or the owner.

Sec. 5.411. DEMOLITION OR ABATEMENT CONTRACT.
The Building Official shall commence demolition as follows:

(1) Pursuant to the Board's decision to proceed with demolition or abatement, the City shall award a contract in accordance with the City's purchasing policies, for that work.

(2) A contract for demolition ordered by the Building Official or other designated City official in response to an emergency condition shall be approved by the City Manager.

Sec. 5.412. REMOVAL OF POSTED NOTICE AND ENTRY ON POSTED PREMISES PROHIBITED.

(1) No person shall deface, cover, obliterate, or remove the notice posted pursuant to this Code from any structure which has been so posted by the Building Official as unsafe or unfit. The Building Official shall remove such posted notice when the defect or defects which caused the posted notice have been eliminated, or when the demolition or removal of the structure is commenced.

(2) No such structure shall again be occupied or used until such posted notice is removed by the Building Official. No persons shall enter a posted building except with the express permission of the Building Official. This provision shall not apply to emergency fire, medical or police personnel responses.

Sec. 5.413. SERVICE BY PUBLIC UTILITIES.

(1) It is unlawful for any public utility corporation or company to furnish gas or electrical service to any structure which has been posted as unsafe or unfit after the Building Official has notified the public utility of the posting, and the date by which services shall be discontinued. The utility service shall not be restored to a posted structure until notice, authorizing the restoration of such service is received from the Building Official by the utility corporation or company. The Building Official may authorize temporary or limited restoration of service to be used in connection with the renovation, repair or remodeling of the structure to enable compliance with the provisions of this title.

Sec. 5.414. SUMMARY ABATEMENT OF IMMINENTLY DANGEROUS STRUCTURES.

(1) Whenever a complaint is made to the Building Official or the Building Official otherwise becomes aware of the existence of an imminently dangerous structure the Building Official shall promptly inspect such structure. Should the Building Official find that an imminently dangerous structure exists, and that the public health, safety or welfare may be in immediate danger, then summary abatement may commence and the Building Official may promptly cause the structure or any portion of it, to be demolished, removed or abated.

(2) When a summary abatement is used, notice to the owner, agent or occupant of the property is not required prior to abatement. Following summary abatement, the Building Official shall cause written notice to be served promptly to the owner describing the action taken to abate the imminently dangerous structure.

Sec. 5.415. COST OF ABATEMENT; LOW INCOME, ELDERLY PERSONS.

(1) Policy. Notwithstanding the other provisions of this code, the cost of abating a dangerous building may be waived for low income and elderly persons, if upon application it appears to the Building Official that the conditions set forth in subsection (2) are met.

(2) Eligibility. To be eligible for waiver of abatement costs a person must be classified as "low income", defined as having household income of not more than 50% of the Story County median income.

(3) Other eligibility requirements. Additionally, all persons wishing to qualify for waiver or nuisance abatement costs must:

(a) Furnish proof of the income requirements as set forth above in the manner and form designated by the Building Official; and

(b) Must own, or be in the process of purchasing the property from which the nuisance is abated; and

(c) The property from which the nuisance is abated must be their primary residence.

(4) Official Notice. The abatement of the dangerous building in question must have been required by the Building Official and the person requesting the waiver of costs must have been officially notified by the Building Official to remove the same.

(5) Application. Applications for waiver of abatement costs shall be filed with the Building Official on forms supplied by the City. All information required to be given on such form shall be supplied and verified by the applicant.

(6) Amount. The Building Official shall have authority to waive up to $1,000 per calendar year, for any one parcel of real property or any one person. Requests for waiver in excess of that granted by the Building Official shall be subject to approval of the City Council.

Sec. 5.416. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this code is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this code. The City Council declares that it would have adopted this code and each section, subsection, sentence, clause, phrase, or portion thereof, despite the fact that any one or more section, subsection, sentence, clause, phrase, or portion would be declared invalid or unconstitutional.

(Ord. 3986; 03-03-09)

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DIVISION V
PENALTIES AND ENFORCEMENT

Sec. 5.500. VIOLATIONS.
Any violation of any provision of Chapter 5, Building Code, or any model code adopted in Chapter 5, is hereby declared a municipal infraction, and a public nuisance.

Sec. 5.501. MUNICIPAL INFRACTION CITATION.
Any violation of any provision of Chapter 5 is punishable by a penalty of $500 for a first offense, and a penalty of $750 for a second offense, and $1,000 for each succeeding offense.

Sec. 5.502. NUISANCE ABATEMENT.
Any violation of any provision of Chapter 5 may be abated as a Public Nuisance, in the manner that public nuisances are now or may hereafter be commonly abated, in accord with provisions of the State Code of Iowa.

Sec. 5.503. STOP WORK ORDERS.
Any work being performed in violation of any provision of Chapter 5 may be ordered immediately stopped, in accord with provisions of this code.

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DIVISION VI
MEANS OF APPEAL

Sec. 5.600. BUILDING BOARD OF APPEALS
There is established a Building Board of Appeals to hear appeals of persons in matters of building construction, safety and code compliance within the scope of the building, electrical, mechanical, and plumbing codes as adopted by the City of Ames.

Sec. 5.601. APPEAL APPLICATION.
Any person directly affected by a decision of the Building Official or a notice or order issued under this code shall have the right to appeal. That appeal shall be heard by the Building Board of Appeals. An appeal shall be made in writing and be filed no later than twenty (20) days after the date of the notice or order. An application for appeal shall be based on a claim that:

(1) the true intent of this Code or the rules legally adopted hereunder have been incorrectly interpreted, or

(2) the provisions of this Code do not fully apply, or

(3) the requirements of this Code are adequately satisfied by other means, and the specific proposed alternative action will increase the degree of general code compliance of the specific system or the building and premises, or

(4) there are specific fixed conditions that make strict compliance with this Code impracticable, or

(5) required actions cannot be completed within the time limit specified by the Building Official

Sec. 5.602. BOARD MEMBERSHIP AND APPOINTMENT.

(1) The Board shall consist of seven members who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the City of Ames. The Building Official shall be an ex-officio member but shall have no vote on any matter before the Board.

(2) Board members shall be appointed by the Mayor with the approval of the City Council. The term of office shall be for three (3) years, except for the terms of office for the Board when initially established. The Mayor may prescribe a shorter than a full term of appointment in order to stagger terms. No member who has served two (2) full consecutive terms is eligible for reappointment.

(3) Membership shall consist of:

1 licensed architect
1 professional engineer
1 general contractor
1 homebuilder
1 licensed journeyperson or master electrician, or electrical contractor
1 licensed journeyperson or master plumber, or plumbing contractor
1 licensed master hvac technician, or mechanical contractor

Sec. 5.603. BOARD CHAIRPERSON.
The Board shall annually elect one of its members to serve as chairperson.

Sec. 5.604. CONFLICT OF INTEREST.
A member shall not hear an appeal in which the member or immediate family member has a personal, professional or financial interest.

Sec. 5.605. BOARD RECORDS.
The Building Official shall designate a qualified person to serve as secretary to the Board. The secretary shall file a detailed record of all proceedings in the offices of the Inspection Division and the City Clerk.

Sec. 5.606. MEMBER COMPENSATION.
Members shall receive no compensation.

Sec. 5.607. MEETING SCHEDULE.
The Board shall meet upon notice from the Building Official within 20 days of the filing of an appeal, or at stated periodic dates. An appellant may waive a timely hearing by filing a written waiver explaining the cause for seeking a delay.

Sec. 5.608. OPEN MEETINGS.
The Board shall adopt and make available to the public, procedures under which hearings will be conducted.

Sec. 5.609. BOARD AUTHORITY.
The Board has authority to affirm, modify or reverse the decision of the Building Official.

Sec. 5.610. ACTION ON BOARD DECISION.
The Building Official shall take prompt action in accordance with the decision of the Board.

Sec. 5.611. STAY OF ENFORCEMENT.
Appeal of a notice and order (other than an Imminent Danger notice) shall stay enforcement of the notice and order until the appeal is heard by the Board.

Sec. 5.612. CODE AMENDMENTS.
(1) Authority - The Board of Appeals may recommend revisions to this Code.
(2) General - The model codes adopted in this chapter shall be retained in their entirety, unless compelling factual evidence indicates that deviation from them is necessary to accomplish the objective of the codes. Local geographic and climatic conditions, for example, require local modification of structural design parameters, and are included in this code.
(3) Process - Proposed revisions are subject to public hearing and action at the Board level, followed by Council discussion, public hearing, and action.

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DIVISION VII – Reserved

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DIVISION VIII
BUILDING MOVING

Sec. 5.801. STRUCTURE DEFINED.
The term "structure" as used in this division means any house, building, or other structure eight (8) feet or more in width, which is to be moved from one location to another upon, along, across, over, or near any street, avenue, alley, highway, sidewalk, or other public ground of the city.
(Code 1956, Sec. 46-1; Ord. No. 3194, Sec. 1, 9-24-92)

Sec. 5.802. "HOUSE MOVER" DEFINED.
The term "house mover" as used in this chapter means a person who has been issued a valid license to move structures.
(Code 1956, Sec. 46-2; Ord. No. 3194, Sec. 1, 9-24-92)

Sec. 5.803. LICENSE REQUIRED.
No person shall engage in the business of moving structures within the city without first obtaining a license therefore, as hereinafter provided.
(Code 1956, Sec. 46-3; Ord. No. 3194, Sec. 1, 9-24-92)

Sec. 5.804. APPLICATION FOR LICENSE REQUIRED.
Any person, intending to carry on the business of house mover in the city shall file in the office of the city manager an application in writing upon forms furnished by the city, and among other things such application shall state:

(1) The name and address of the applicant.

(2) The person who will have charge of work done, qualifications and experience as such, and that the person has knowledge of the provisions of this Code and the city ordinances relating thereto.

(3) The applicant agrees to reimburse the city or others for all costs incurred in the moving of structures under the provisions of the license and permit issued therefore.

Sec. 5.805. BOND.
The applicant must, before the license shall be issued, file with the city clerk a corporate surety bond executed to the city in the amount of two thousand, five hundred dollars ($2,500.00) with sureties approved by the city clerk, conditioned that all work done under such license shall be done in a good, competent manner and in accordance with the ordinances of the city relating thereto and that the applicant or a surety will pay to the city or any person injured all damages for injuries to persons or property caused by the negligence, fault or mismanagement of said applicant, or due to any other cause, in doing any work under said license or any permit issued for such work, and will pay to the city any cost or expense incurred in repairing or restoring any pavement, curbs, sidewalks, electric facilities or other public works injured and of restoring such works to its previous condition.
(Code 1956, Sec. 46-5; Ord. No. 3194, Sec. 1, 9-24-92)

Sec. 5.806. INSURANCE REQUIRED.
Applicant shall procure and maintain, for the duration of the license period, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the function for which the license is issued.Applicant shall furnish the City of Ames with certificates of insurance evidencing the following coverages:

(1) Comprehensive General Liability with limits of no less than $1,000,000 combined single limits per occurrence for bodily injury, personal injury and property damage.

(2) Automobile Liability with limits of no less than $1,000,000 combined single limits per occurrence for bodily injury, personal injury and property damage.

(3) Worker's Compensation and Employee's Liability as required by the laws of the State of Iowa. The certificate must be on file in the office of the City Clerk, City of Ames before a license shall be issued.
(Code 1956, Sec. 46-6; Ord. No. 3043, Sec. 1, 4-11-89; Ord. No. 3194, Sec. 1, 9-24-92)

Sec. 5.807. ISSUANCE OF LICENSE.

Upon approval of the application for a license, the filing and approval of the bond and certificate of insurance set forth herein, and the payment of the license fee, the city clerk shall issue a license to the applicant as a house mover.
(Code 1956, Sec. 46-7; Ord. No. 3194, Sec. 1, 9-24-92)

Sec. 5.808. LICENSE FEE; EXPIRATION; TRANSFERABILITY.
A fee for a license as a house mover shall be set by the city clerk to cover costs of administration and issuance. The license shall expire on the first day of January next ensuing after issuance therefore. The license shall not be transferable.
(Code 1956, Sec. 46-8; Ord. No. 3194, Sec. 1, 9-24-92)

Sec. 5.809. REVOCATION OF LICENSE.
Any licensed house mover who shall, in any application for a permit, make any untrue or false statements, or who shall be guilty of a violation of this chapter, or who shall be guilty of acts of negligence in the conduct of the business, shall upon such finding have the license revoked by the city council.
(Code 1956, Sec. 46-17; Ord. No. 3194, Sec. 1, 9-24-92)

Sec. 5.810. PERMIT REQUIRED.
No person shall move any structure upon, across or over any street, avenue, alley, highway, sidewalk or public ground of the city, or raise, lower or move any structure within twenty (20) feet of any public sidewalk, without first obtaining a permit therefore from the city manager as herein provided.
(Code 1956, Sec. 46-9; Ord. No. 3194, Sec. 1, 9-24-92)

Sec. 5.811. APPLICATION FOR PERMIT.
All applications for a permit as herein required shall be in writing on forms furnished by the city, filed in the office of the city manager, and among other things, shall state:

(1) The name and license number of the house mover.

(2) The present and proposed location of the structure to be moved together with the name and address of the owner thereof.

(3) The building permit number as issued for the structure in the proposed location.

(4) A description of the structure to be moved, with the size, maximum height when loaded and ready to be moved and the maximum width of the structure in the direction of travel.

(5) The route over which the structure is to be moved.

(6) The day and hour of the day when the structure will first be moved into the limits of the public way and the approximate length of time the structure will be within said limits.

(7) Whether any, and what electric lines, telephone or telegraph wire, cables or guys will have to be cut or moved or will be interfered with and the locations thereof.

(8) What railway tracks, if any, will be crossed, their location, and the day and approximate hour when such crossing will be made.

(9) Whether any street structures will be removed or interfered with, including sidewalks, curbing, fire hydrants, and street signs and signals.

(10) What shade trees, if any, will require trimming and the location of the property and name of property owner thereof and whether consent for such trimming has been obtained from such owners.

(11) A description of the type of moving equipment to be used.

(12) Said application shall state that all work will be done in strict accordance with the provisions of this chapter and under the direction and supervision of the city manager.

(Code 1956, Sec. 46-10; Ord. No. 3194, Sec. 1, 9-24-92)

Sec. 5.812. PERMITS TO UNLICENSED APPLICANTS AUTHORIZED.
The city manager may issue moving permits for structures to persons, whether licensed or not, when the maximum width of such structure along the line of travel does not exceed fourteen (14) feet, and when they may be moved on rubber tired vehicles or trucks in such a manner as will not substantially interfere with traffic, damage any street structure or trees, require the removal of any electric, telephone or telegraph wires, or damage any street pavements or sidewalks. Before issuing such a permit the city manager shall designate

the route to be followed and the date and time when such moving shall take place, and shall supervise the operation of moving thereof.
(Code 1956, Sec. 46-13; Ord. No. 3194, Sec. 1, 9-24-92)

Sec. 5.813. PERMIT FEES.
The City Council shall establish and charge reasonable fees to cover the costs of issuing house moving permits. Additionally, the city manager may charge the house mover for the costs of special services rendered by police units, utility or street crews or any special city expense caused by the moving of a house or building.
(Code 1956, Sec. 46-19; Ord. No. 3194, Sec. 1, 9-24-92)

Sec. 5.814. COMPLIANCE WITH BUILDING, ZONING, OTHER ORDINANCES.
No moving permit shall be issued unless the structure, if moved to a new location in the city, will comply with the zoning, building code and all other ordinances of the city.
(Code 1956, Sec. 46-11; Ord. No. 3194, Sec. 1, 9-24-92)

Sec. 5.815. OBSTRUCTING STREETS REGULATED.
No moving permit shall be issued to move any structure over the paved streets, avenues or highways of the city when the maximum width of such structure in the direction of travel shall occupy more than two (2) feet less than the total width of paving between curbs, and no structure shall be allowed to obstruct the free passage of any street, avenue or highway for a greater length of time than set forth in the permit issued therefore, except in case of unavoidable delay and through no fault or negligence on the part of the permit holder, the city manager may grant such extension of time as is reasonable.
(Code 1956, Sec. 46-12; Ord. No. 3194, Sec. 1, 9-24-92)

Sec. 5.816. MOVING OVER RAILWAY TRACKS.
No permit shall be issued for the moving of any structure across the tracks of any railway or street railway until the mover thereof shall have given the superintendent of such railway or street railway companies not less than twenty-four (24) hours notice before such crossing of the tracks is to be made and satisfactory arrangements for such crossing have been made and the city manager advised in detail of such arrangements.
(Code 1956, Sec. 46-14; Ord. No. 3194, Sec. 1, 9-24-92)

Sec. 5.817. CONSENT TO MOVE WIRES, CABLES REQUIRED.
No permit shall be issued for the moving of any structure which requires the removal of electric, telephone or telegraph wires or cables until not less than twenty-four (24) hours notice has been given of the time and place such removal is desired and the consent of the electric department of the city and/or the telephone or telegraph company has been secured for such removal and the city manager advised of such satisfactory arrangements.
(Code 1956, Sec. 46-15; Ord. No. 3194, Sec. 1, 9-24-92)

Sec. 5.818. ISSUANCE, CONTENTS OF PERMITS; DENIAL.
When an application has been made for a moving permit as provided herein and is approved by the city manager, the city manager shall, after being presented with a receipt for payment of the permit fee by the house mover to the city clerk, issue to the applicant a permit, in duplicate, numbered in consecutive order, one copy being furnished the applicant and a record thereof retained in the manager's office. Such permit shall contain the name and address of the person to whom issued, the route to be followed, and the time of starting and completing the moving operation within public ways, an abstract of the information and agreements contained in the application, and such regulations, conditions, and instructions as the city manager may deem necessary to protect public and private property and secure compliance with the provisions of this chapter. Such permit shall not take effect, and the work shall not be commenced until the time therein stated and shall at all times be under the supervision and control of the city manager or the manager's designee. The city manager may deny an application for a permit when it is necessary to protect public or private property; or public safety; or to secure compliance with this Code or the laws of the State of Iowa.
(Code 1956, Sec. 46-16; Ord. No. 2163, Sec. 2, 10-18-66; Ord. No. 3194, Sec. 1, 9-24-92)

Sec. 5.819. AUTHORITY TO REQUIRE PLANKING OF STREETS.

When in the judgment of the city manager it is necessary to protect streets or street improvements, the city manager may require the house mover to properly and adequately plank such streets and all rollers, trucks or other devices used in conveying and moving same shall run upon and rest upon such planks at all times. (Code 1956, Sec. 46-18; Ord. No. 3194, Sec. 1, 9-24-92)

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DIVISION IX
(REPEALED) *(Ord. No. 4510. 09-12-23)*

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CHAPTER 8
FIRE CODE

DIVISION I
ADOPTION

Sec. 8.101. INTERNATIONAL FIRE CODE ADOPTED.
The 2024 Edition of the International Fire Code (IFC) as published by the International Code Council, including Appendix Chapters B, Fire Flow; D, Fire Apparatus Access Road; E, Hazard Categories; H - HMMP and HMIS Instructions , and I - Fire Protection Systems - Noncompliant Conditions; is hereby adopted by the City of Ames, Iowa, for the purpose of prescribing regulations pertaining to conditions hazardous to life from fire and explosives, together with the deletion, additions and modifications hereinafter stated.

DIVISION II
AMENDMENTS, ADDITIONS AND DELETIONS

Sec. 8.201. PERMITS.
Delete Section 105 of the International Fire Code relating to permits, except, add the following text:
105.5 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.5.2 through 105.5.53.
105.5.34 Mobile food preparation vehicles. An operational permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors.
105.5.36 Open burning. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be complied with.
Exception: Recreational fires.
105.6 Required construction permits. The fire code official is authorized to issue construction permits for work as set forth in Sections 105.6.1 through 105.6.25.
[A] 105.6.1 Automatic fire-extinguishing systems. A construction permit is required for installation of or modification to an automatic fire-extinguishing system, other than an automatic sprinkler system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.
[A] 105.6.2 Automatic sprinkler systems. A construction permit is required for installation of or modification to an automatic sprinkler system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.
[A] 105.6.7 Fire alarm and detection systems and related equipment. A construction permit is required for installation of or modification to fire alarm and detection systems and related equipment. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.
[A] 105.6.8 Fire pumps and related equipment. A construction permit is required for installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers and generators. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.

Sec. 8.202. AMENDMENTS

(1) Amend 103.1 Creation of agency. By deleting the text and inserting the following in lieu thereof: The Ames Fire Department is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

(2) Amend **Section 104.2.4.1 Individual Cases**, by deleting the text and inserting the following in lieu thereof: Whenever there are practical difficulties involved in carrying out the provisions of this code, the *fire chief* shall have the authority to grant modifications for individual cases, provided the *fire chief* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the files of the fire department.

(3) Amend Section 307 Opening Burning, Recreational Fires and Portable Outdoor Fireplaces by deleting the text and inserting the following in lieu thereof: 307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with Sections 307.1.1 through 307.5.

307.1.1 Prohibited open burning. The burning of garbage, refuse, and all other combustible materials is prohibited except as specifically permitted by the fire chief as provided in the following exceptions.

Exception:

1. Landscape waste. Landscape waste produced in clearing, grubbing and construction operations may be burned on site at such locations and under such conditions as are granted advance written approval of the fire chief or designee. The burning of landscape waste shall be limited to areas located at least one-fourth mile from any building inhabited by other than the landowner or tenant conducting the open burning. No building materials, trade wastes, rubber tires, material left from demolition of any structure, landscape waste originating from a different location nor any other material may be mixed with the landscape waste when burned. Gasoline shall not be used to ignite landscape waste.

2. Open burning on public or private property. Prescribed burning for the purpose of reducing the impact of wildland fire, including prairies, pastures, fields, yards and road ditches, may occur at such locations and under such conditions as are granted advance written approval when authorized by the fire code official.

3. Training Fires. Fires set for the purpose of training of public or industrial employees in firefighting methods are permitted at such locations and under such conditions as are granted in advance written approval of the fire chief or designee. When structures are to be burned as part of the training, advance written approval must also be obtained from the State of Iowa Department of Natural Resources.

4. Storm damaged trees. Downed and damaged trees, limbs, and brush may be burned, immediately following severe storm events, at such locations and under such conditions as are granted advance approval by the fire chief, public works director, and City Manager, as part of a declared public emergency. The site authorized and designated for such burning shall not be located in a residential area.

307.2 Permit required. A permit shall be obtained from the fire code official in accordance with Section 105.5 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land on which the fire is to be kindled.

307.2.1 Authorization. Where required by state or local law or regulations, open burning shall only be permitted with prior approval from the state or local air and water quality management authority, provided that all conditions specified in the authorization are followed.

307.3 Extinguishment authority. Where open burning creates or adds to a hazardous situation, upon receipt of a complaint regarding the smoke or odors from open fires, or a required permit for open burning has not been obtained, the fire chief's or their designee is authorized to order the extinguishment of the open burning operation.

307.4 Location. The location for open burning shall be not less than 50 feet (15 240 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet (15 240 mm) of any structure.

Exceptions:

1. Fires in approved containers that are not less than 15 feet (4572 mm) from a structure.
2. The minimum required distance from a structure shall be 25 feet (7620 mm) where the pile size is 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height.
307.4.1 Bonfires. Bonfires are prohibited. Any uncontained fire where the pile size is greater than 3 feet in diameter and/or greater than 2 feet in height shall be considered a bonfire.
307.4.2 Recreational fires. Recreational fires shall not be conducted within 25 feet (7620 mm) of a structure or combustible material. Conditions that could cause a fire to spread within 25 feet (7620 mm) of a structure shall be eliminated prior to ignition.
307.4.3 Portable outdoor fireplaces. Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet (3048 mm) of a structure or combustible material.
Exception: Portable outdoor fireplaces used at one- and two-family dwellings.
307.5 Attendance. Open burning, bonfires, recreational fires and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. Not fewer than one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

(4) Delete Section 311.5 Placards.

(5) Amend **Section 503.2.4, Turning radius**, by deleting the text and inserting the following in lieu thereof: Radius. The inside turning radius of a 20 foot wide fire apparatus road shall be a minimum of 20 feet, and the outside turning radius of such road or lane shall be a minimum of 50 feet.

(6) Amend Section 503.3 by inserting the following: 503.3.1 Marking Specifications.
503.3.1.1 Dimensions. The "No Parking Fire Lane" sign shall be 12 inches wide and 18 inches high.
503.3.1.2 Characteristics. The signs are to be all-season durable with red lettering on a white background.
503.3.1.3 Where Required. No Parking Fire Lane" signs are required in areas that meet the following criteria:
1. Fire department access roadways less than 28 feet wide – Signs shall be posted on both sides.
2. Fire department access roadways between 28 feet wide and 34 feet wide – Signs shall be posted on one side only.
3. Fire department access roadways exceeding 34 feet wide – No Fire Lane restriction signage requirement.
503.3.1.4 Installation. The NO PARKING signs shall be installed as follows:
1. One at the beginning of the restriction (one arrow pointing towards the restriction zone).
2. One at the end of the restriction (one arrow pointing back into restricted zone).
3. One at least every 200 ft. within the restricted area (double arrow pointing in each direction, to indicate the continuing restriction).
4. Spaced evenly within the restriction (for straight curbs/zones). For example, if the parking restriction zone is 400 ft. long, only one double arrow sign is required at a distance of 200 ft. from the beginning of the restriction. If the restriction zone is 450 ft. long, two double arrow signs are required; spaced 150 ft. evenly from each other and from the beginning/ending signs.
5. Spaced so that at least one readable sign is visible in front of a parked vehicle from any point along the restriction (for curved curbs/zones and areas that may present visual obstacles).
6. Set at an angle of no fewer than 30 degrees and no more than 45 degrees with the lane of traffic flow visible to approaching traffic.
503.3.1.5 Painting of Curbs or Streets. Fire lanes shall be painted with curb markings in addition to approved signage.

(7) Amend **Section 503.4, Obstruction of fire apparatus access roads**, by deleting the text and Inserting the following in lieu thereof: Where fire apparatus access roads are established and are signed or marked as required by the fire chief, parking or obstructing in any manner of those roads shall be prohibited. The fire chief, traffic engineer and police chief or their representatives are authorized to enforce this subsection by the issuance of citations, or removal and impoundment of the obstructions, or both. Exception: Attended vehicles may be stopped in a fire apparatus access road for loading and unloading.

(8) Delete Section 503.4.1 Traffic Calming Devices.

(9) Amend **Section 506.1, Where required**, by deleting the text and inserting the following in lieu thereof: Knox® brand key boxes are required for new buildings equipped with monitored fire alarms, sprinkler

systems, or as otherwise ordered by the fire code official. Key boxes shall be installed in an approved location and shall contain keys to gain necessary access for life-saving or fire-fighting purposes.

(10) Amend **Section 904.4.1, Sprinkler system** supervision and alarms, by adding the following exception: Post indicator valves that are locked in the open position.

(11) Amend **Section 903.4.3, Alarms**, by deleting the existing text and inserting the following text:
An approved audible/visual device, located on the exterior of the building in an approved location, shall be connected to every automatic sprinkler system. Additional notification devices may be required on the interior of the building. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, activation of the automatic sprinkler system shall actuate the building fire alarm system.

(12) Amend **Section to 907.2.9.4, Group R-2**,
Notwithstanding the exceptions noted herein, an automatic fire alarm system shall be installed throughout all interior corridors serving sleeping units.

(13) Amend **Chapter 11, Construction Requirements for Existing Buildings**, by adding the following:
1108.1 Compliance with the provisions of this Chapter shall be completed within a time schedule approved by the fire chief. The fire chief has approved an Ames City Council recommended completion date of July 1, 2020 for Section 1103.7.6, Group R-2, which states that a fire alarm system, in accordance with the City of Ames adopted fire code, shall be installed in existing Group R-2 occupancies more than three stories in height or with more than 16 dwelling or sleeping units.

(14) Add the following local provision:
The Fire Department is hereby authorized to perform periodic life safety inspections of Supervised Transitional Homes, as defined by Section 29 of the Ames Municipal Code. Fire Department personnel shall initially inspect applicable homes upon permit request and triennially thereafter, for compliance with basic life safety requirements including but not limited to operable windows, means of egress, egress widows/emergency escape openings, fire protection systems, smoke detectors, and portable fire extinguishers, for the duration of the use.

(15) Add the following local provision:
ZONING DISTRICTS IN WHICH STORAGE OF FLAMMABLE OR COMBUSTIBLE LIQUIDS IN BURIED OR UNDERGROUND TANKS IS PROHIBITED.
Installation of underground flammable or combustible liquid storage tanks is prohibited in the following zoning districts: RL, RM, RH, RLP, UCRM, FS-RL, FS-RM, F-PRD, S-SMD and S-HM Zoning Districts. The fire chief, or designees, will have the authority to alter or allow installations in prohibited zones after the consideration of special features including but not limited to topographical conditions, nature of occupancy and proximity to buildings, capacity of proposed tanks, and degree of fire protection to be provided and available. Any installation shall be in compliance with state and local codes. This section shall not apply to underground heating oil installations.

(16) Add the following local provision:
ZONING DISTRICTS IN WHICH STORAGE OF FLAMMABLE OR COMBUSTIBLE LIQUIDS IN OUTSIDE ABOVE GROUND TANKS IS PROHIBITED.
The limits in which the storage of flammable or combustible liquids is restricted are hereby established as follows: RL, RM, RH, RLP, UCRM, FS-RL, FS-RM, F-PRD, S-SMD and S-HM Zoning Districts. The fire chief, or designees, will have the authority to alter or allow installations in prohibited zones after the consideration of special features including but not limited to topographical conditions, nature of occupancy, proximity to buildings, capacity of proposed tanks and degree of fire protection to be provided and available. Any installation shall be in compliance with state and local codes. This section shall not apply to heating oil installations.

(17) Add the following local provision:
ZONING DISTRICT RESTRICTIONS ON STORAGE OF MORE THAN 100LBS LIQUEFIED PETROLEUM GASES.
The limits in which storage of liquefied petroleum gas is restricted, are hereby established as follows: RL, RM, RH, RLP, UCRM, FS-RL, FS-RM, F-PRD, S-SMD and S-HM Zoning Districts. The fire chief, or designees, will have

the authority to alter or allow installations in prohibited zones after the consideration of special features including but not limited to topographical conditions, nature of occupancy and proximity to buildings, capacity of proposed tanks, and degree of fire protection to be provided and available. Any installation shall be in compliance with state and local codes.

DIVISION III
SPRINKLER SYSTEM RETROFIT

Sec. 8.301 EXISTING BUILDINGS TO HAVE SPRINKLER SYSTEMS.

(1) The following terms as used in this article shall have the meaning respectively ascribed to them in this section. Automatic Sprinkler System. An automatic sprinkler system within the meaning of this section shall consist of piping designed in accordance with fire protection engineering standards, that includes a suitable water supply, and which is activated by heat or the products of combustion, to discharge water over the fire area.

Fire Chief means the Fire Chief of the Ames Fire Department or said Fire Chief's designee.

High-Rise buildings shall mean buildings having occupied floors located more than 75 feet above the lowest level of fire department vehicle access.

(2) Retrofit Requirements. The following existing buildings shall be retrofitted with an automatic sprinkler system in accordance with Section 403.2 of the 2003 International Building Code and Section 903 of the 2003 International Fire Code.

(a) Existing high-rise buildings having occupied floors located more than 75 feet above the lowest level of fire department vehicle access.

(b) Institutions. Buildings housing more than 16 persons on a twenty-four hour basis to be cared for or provided a supervised environment because of their physical or mental condition, including hospitals, nursing homes, and assisted living facilities.

(c) Dormitories. A building in which sleeping accommodations are provided for more than 16 persons, who are not related by marriage or consanguinity, in one room or a series of closely associated rooms, with or without meals, including fraternity and sorority houses, barracks, and dormitories.

(3) Each and every existing building that comes within the scope of this section shall be retrofitted as aforesaid not later than October 1, 2011.

(4) Should a facility be unable to meet the prescribed date of October 1, 2011, the owners can request up to two extensions. Requests for extension will be heard by the Building Board of Appeals.

(a) A first request for extension must be brought to the Building Board of Appeals prior to October 1, 2010. If granted an extension for three years, the implementation period would end on October 1, 2014.

(b) Should a facility be unable to meet the extended compliance date of October 1, 2014, a second request for extension must be brought to the Building Board of Appeals prior to October 1, 2013. If granted an extension for two years, the implementation period would end on October 1, 2016.

(5) In order to grant an extension, the Board must find all of the following five criteria have been met:

(a) The owners have made a compelling case that they cannot be Code compliant by the prescribed ordinance date.

(b) The owner's request for extension is based upon financial need.

(c) The owners have made substantial and unsuccessful efforts to acquire necessary funds.

(d) Complete and thorough cost estimates, construction plans, and Code compliant sprinkler system designs have been developed.

(e) The owners have a viable plan for compliance if an extension is granted.

DIVISION IV

Sec. 8.401 Fire performance art.

(1) General. The term "Fire performance art" is defined as any act (fire juggling, fire eating, etc.) in a public or private place, which utilizes fire for entertainment purposes, outside of a protective housing or in ways in which it travels through the air (by one person or multiple persons). These acts do not include pyrotechnics or other open flame devices as regulated by other code sections or permits.

(2) Permits. An operational permit in accordance with the edition of the International Fire Code currently adopted by the City of Ames must be obtained from the fire code official prior to the date of the fire performance art taking place.

(3) Space Considerations. A ten (10) foot distance must be maintained between the fire-involved item and any member of an audience, any combustible decoration/construction, and any combustible item within the immediate performance area. A minimum ten (10) foot ceiling height is required.

(4) Extinguishing Agents. At minimum, one (1) 2A-10BC multipurpose fire extinguisher is required for every five (5) performers at each performance. Additional fire extinguishers may be required by the fire code official based upon the unique circumstances of the performance and occupancy.

(a) One (1) wet towel for each active fire performer must be provided and readily available to extinguish the fire implement. The towel must be white in color to differentiate its use from other colors that may be used to clean up flammable or combustible liquid spills. Towels used for cleaning up flammable or combustible liquid spills must be stored in an approved metal container with a tight-fitting lid.

(b) One (1) listed fire blanket must be provided and readily available for every five (5) performers.

(5) Personal Safety. A five (5) gallon open-topped bucket of water must be provided and readily available for each fire performance area.

(a) Spotter. There must be one (1) trained spotter for each performance. The spotter must be positioned between the active fire performer and the audience. Spotters must be trained in the proper use of fire extinguishers. The spotter may be a performer who is not engaged in the current performance. The fire code official may require additional spotters based on the unique circumstances of the performance and occupancy.

(6) Fuels. Approved common fuels used for fire performance art include: denatured alcohol; lamp oil (odorless and smokeless); kerosene (for outdoor performances only); stove fuel; "Shell Sol T" brand fuel; "Allume Feu" brand fuel; "Fire Water" brand fuel. Gasoline is prohibited under all circumstances.

(a) Fuel Quantities and Storage. All fuels must be stored in their original container(s) with the caps in place when not in use. The maximum quantity of fuel on site must be no more than one (1) US gallon per performer.

(7) Wicks. Wick material must consist of cotton wrapped in Kevlar to prevent the breakdown of the cotton as it burns. All synthetic wick material must be avoided.

(8) Clothing. It is recommended that the clothing worn by the performers be made of fire resistive materials such as natural fibers or Nomex/PBI.

(9) Smoking. Smoking is prohibited within fifty (50) feet of the performance area and fuel storage. No smoking signs must be posted accordingly.

(10) Insurance policy required; Amount. Before an operational permit is issued for a fire performance art, insurance is required for all special events. The applicant is required to furnish the City of Ames with a certificate of insurance, written by a company authorized to transact business in the state of Iowa, evidencing the following coverage:

- Comprehensive General Liability Insurance with limits no less than $500,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- The policy shall name the City of Ames as an Additional Insured and require 30-days written notice of cancellation. The coverage shall be as broad as the ISO Form Number CG0001 covering commercial

general liability on an occurrence basis only.

DIVISION V
BUILDING CODE BOARD OF APPEALS

Sec. 8.501. BUILDING BOARD OF APPEALS HAS JURISDICTION.

The provisions of Section 108.1 of the IFC notwithstanding, the Ames Building Board of Appeals as established and constituted under the ordinances of the City of Ames shall have jurisdiction to determine the suitability of alternative materials and types of construction and to provide for reasonable interpretations of the provisions of this Fire Code, except those relating to open burning.

The Ames Building Board of Appeals is authorized to grant two year extensions for the implementation period for sprinkler systems as defined in Section 8.301.

When so acting, the Fire Chief may designate an individual knowledgeable in fire safety to render professional advice to the Board on matters related to the Fire Code.

The Building Board of Appeals, when acting pursuant to this subsection, shall have authority to review and make recommendations on any and all proposed changes to this chapter of the Code. Recommendations shall be forwarded to the City Council for final action.

DIVISION VI
PENALTY

Sec. 8.601 PENALTIES FOR OFFENSES PERTAINING TO THE FIRE CODE.

A violation of any provision of Chapter 8, Fire Code, shall be a municipal infraction punishable by a penalty of $750 for a person's first violation thereof, and a penalty of $1000 for each repeat violation.

(Ord. No. 3196, Sec. 1, 8-24-92; Ord. No. 3497, Sec. 5, 8-25-98; Ord. No. 3196, Sec. 1, 8-24-92; Ord. No. 3218, Sec. 2, 3-23-93; Ord. No. 3491, Sec. 1, 7-14-98; Ord. No. 3789, 7-27-04; Ord. No. 3924, 06-26-07;Ord. No. 4045, 9-28-10; Ord. No. 4310, 6-13-17).

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY AMENDING CHAPTER 5 THEREOF, FOR THE PURPOSE OF UPDATING BUILDING AND TRADE CODES 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 Chapter 5 as follows:

"***

Sec. 5.100. TITLE & ADOPTION.

***

(4) **Buildings and Structures.** The provisions of the International Building Code (IBC) ~~2015~~ 2024 Edition published by the International Code Council, Inc., except for the deletion of Chapter 1 Scope and Administration, as adopted and amended in this municipal code chapter, shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

***

(5) **One- and Two-Family Dwellings.** The provisions of the International Residential Code for One- and Two family Dwellings (IRC) 2024 Edition published by the International Code Council, Inc., except for the deletion of ~~J~~-Chapter 1 Scope and Administration; Part VII – Plumbing; Part VIII – Electrical; and with the addition of Appendix BO Existing Buildings and structures as adopted and amended in this municipal code chapter, shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than three stories above-grade in height with a separate means of egress and their accessory structures.

Exceptions:

1. Live/work units complying with the requirements of Section ~~419~~ 508.5 of the *International Building Code* shall be permitted to be built as one- and two-family *dwellings* or townhouses. Fire suppression required by Section ~~419.5~~ 508.5 of the *International Building Code* when constructed under the *International Residential Code for One- and Two-family Dwellings* shall conform to Section P2904.

2. Owner-occupied lodging houses with five or fewer guestrooms shall be permitted to be constructed in accordance with the International Residential Code for One- and Two-family Dwellings when equipped with a fire sprinkler system in accordance with Section P2904.

***

~~(6) **Accessibility.** The provisions of Chapter 11 of the International Building Code 2015 Edition, published by the International Code Council, Inc., and by reference, ICC A117.1-2009 published by the International Code Council, Inc., entitled Accessible~~

~~and Usable Buildings and Facilities, 2009 edition, as adopted in this code, shall apply to the design and construction of all public and private buildings intended for use by the general public, and multiple-unit dwellings with four or more units, including site elements and features.~~

~~**Exception:**~~

~~(a) This standard does not apply to one- and two-family dwellings or apartment buildings with less than four individual dwelling units.~~

~~(b) Any building or facility which is in compliance with the applicable requirements of State of Iowa Code Chapter 103A.7, and Administrative Rule 661-Chapter 302 shall be considered in compliance with this code.~~

(7) **Energy.** The provisions of the State of Iowa Building Code Sections 481.301.24 and 481.301.25 Residential Energy Code and Non-Residential Energy Code ~~103A.8A~~, ~~Energy Conservation Requirements, and Administrative Rule 661-Chapter 303~~ shall govern the design and construction of buildings for energy efficiency.

(8) **Existing Buildings.**

The provisions of the International Existing Building Code (IEBC) ~~2015~~ 2024 Edition published by the International Code Council, Inc., except for the deletion of Chapter 1 Scope and Administration, as adopted and amended in this code, shall be an acceptable code compliance standard for repair, alteration, change of occupancy, addition, and relocation of existing buildings.

(9) **Fire prevention.** The provisions of the International Fire Code (IFC) ~~2015~~ 2024 Edition published by the International Code Council, as adopted and amended in Chapter 8 of the Ames Municipal Code, shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

(10) **Electrical.** ~~The National Electrical Code, 2020 edition, published by the National Fire Protection Association, One Batterymarch Park, Quincy, Massachusetts, is hereby adopted and amended in this code as the electrical code of the City of Ames and shall govern electrical work and installations in the City of Ames, except for such specific, higher standards and requirements as have been or may from time to time be enacted by the City of Ames.~~ The provisions of the National Electrical Code, published by the National Fire Protection Association and currently adopted by the State of Iowa, are hereby adopted in full except for specific modifications, amendments, and deletions as adopted by the State of Iowa.

(11) **Mechanical.** The provisions of the International Mechanical Code (IMC) ~~2021~~ 2024 Edition, published by the International Code Council~~, 4051 West Flossmoor Road, Country Club Hills, IL 60478, are~~ is hereby adopted by reference with amendments as the City of Ames Mechanical Code.

(12) **Plumbing.** The provisions of the Uniform Plumbing Code (UPC), ~~Sections 101 and 102 and Chapters 2 through 17 of the Uniform Plumbing Code~~, ~~2021~~ 2024 Edition as published by the International Association of Plumbing and Mechanical Officials, ~~4755 E. Philadelphia Street, Ontario, California 91761-2816,~~ except for the deletion of Chapter 1 Administration and with the addition of Appendices A and M is ~~are~~ hereby adopted ~~by reference with amendments as the City of Ames Plumbing Code.~~ and amended in this code as the plumbing code of the City of Ames and shall govern plumbing work and installations in the City of Ames. Fuel Gas piping shall comply with

Chapter 12 of the UPC, 2024 Edition, unless the provisions conflict with 661-Chapter 226, in which case 661-Chapter 226 governs.

(13) **Gas.** Fuel gas ~~piping~~ installations shall comply with the requirements of NFPA 54, National Fuel Gas Code, current edition as published by the National Fire Protection Association; NFPA 58 Liquified Petroleum Gas Code, current edition, as published by the National Fire Protection Association; the provisions of 481-Chapter 286; and Chapter 12 of the Uniform Plumbing Code, ~~2021~~ 2024 Edition, as published by the International Association of Plumbing and Mechanical Officials. ~~4755 E. Philadelphia Street, Ontario, California 91761-2816 and adopted by the City of Ames with amendments, unless the provisions conflict with the Iowa Administrative code (IAC) 661-Chapter 226, Liquified Petroleum Gas. Where Chapter 12(2021UPC) conflicts with 661-chapter 226(IAC), the provisions of Chapter 226 shall be followed~~

(14) **Elevators.** Design review, construction inspections, and periodic maintenance inspections of elevators are all within the scope of authority of the Elevator Safety Board, as detailed in State of Iowa Code Chapter 89A, Elevators, and Iowa Administrative rule 481 Chapter 371, Administration of the Conveyance Safety Program ~~875 - Chapter 72~~, and such work shall comply with those standards and procedures.

(15) **Factory built structures.** The provisions of Iowa Code Section 103A.9~~10 (3)~~ and the administrative rules of the U.S. Department of Housing and Urban Development (HUD) shall be acceptable standards for new units moved into the City. A current HUD label, third party inspection certificate, and proof of compliance with Iowa Codes Section 103A.59, ~~Certification of~~ Manufactured or Mobile Home Installers Certification ~~Home Installer~~s, and Iowa Administrative Rule ~~661~~ 481 - Chapter ~~372~~ 325, ~~Licensing of Manufactured Housing Retailers, Manufacturers and Distributors~~ Housing Installer Certification shall be accepted in lieu of local inspections. Footings, foundations, electrical, mechanical, and plumbing work performed in conjunction with the placement of such factory built structures are subject to permits and inspections as provided in this chapter. Building permit fees for factory built structures are subject to permits and inspections as provided in this chapter. Building permit fees for factory built structures shall be based upon the same square foot construction cost valuations as similar site built structures.

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Sec. 5.102. INSPECTION DIVISION.

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(4) **Applications and permits.** The Building Official shall receive applications, review construction documents and issue permits for the erection, ~~and~~ alteration, demolition and moving of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

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Sec. 5.103. PERMITS REQUIRED.

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(3) **Contractor licenses and registration required.** Permits shall not be issued to persons or companies who are not licensed by the State of Iowa ~~and registered with the City of Ames~~, except as specifically exempted in this code. Permitted electrical, mechanical, and plumbing work must be performed by licensed persons, except as specifically exempted in other sections of this code.

***

(9) **Time limitation of application.** An application for a permit of any proposed work shall be deemed to have been abandoned 365 days after the date of filing unless such application has been pursued in good faith or a permit has been

issued. ~~If no work occurs on a permitted project within 365 days after issuance, the project shall be viewed as abandoned, and a new permit must be issued to restart the project. Except, the Building Official may grant one or more 90 day extensions for unusual circumstances, upon receipt of a written request.~~

***

Sec. 5.104. BUILDING PERMITS NOT REQUIRED. No building permit is required for: The following do not require building permits but are subject to Building and Zoning Code requirements:

(1) ~~Residential single family kitchen and bath and basement remodels when no sheetrock or lath and plaster is removed from a single contiguous area greater than 32 square feet, and when no new plumbing or electrical fixtures are installed in different locations than those replaced, and when no new walls, wall framing, openings, structural alterations or wall furring on the interior face of exterior walls occurs.~~ Residential remodels that do not include new walls, wall framing, openings, structural alterations or wall furring on the interior face of exterior walls. This does not exempt modifications or alterations to fire rated assemblies or mitigation efforts from fire and/or water damage.

(2) Residential or commercial door and window replacements when ~~rough openings are not enlarged in width.~~ the existing load bearing elements are not altered.

(3) One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed ~~120~~ 200 square feet.

(4) Fences, other than swimming pool barriers.

***

~~(6) Sidewalks and driveways~~.

***

(12) Awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support.

(13) Nonfixed and movable fixtures, cases, racks, ramps, counters and partitions not over 5 feet 9 inches in height.

***

(15) Replacement of siding and shingles, or other roof/wall covering.

~~(16) Replacement of shingles or other roof covering.~~

***

Sec. 5.110. SUBMITTAL DOCUMENTS.

Construction documents, shall be submitted ~~in one or more sets~~ with each building permit application. Construction documents shall be prepared by a registered design professional where required by the statutes of the State of Iowa. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional.

***

(2) **Fire protection system shop drawings.** Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the project construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in the ~~2012~~ 2024 IBC Chapter 9, Fire Protection Systems.

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Sec. 5.112. FEES

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(3) **Building permit valuations.** The applicant for a building permit shall provide an estimated permit value at time of application. The term ‘permit value’ or

'permit valuation' means the actual cost of construction, including all materials and labor for all building, electrical, gas, mechanical, ~~and~~ plumbing equipment and permanent building systems. If, in the opinion of the Building Official, the valuation is underestimated on the application, the submitted permit valuation shall not be accepted unless the applicant can show verifiable project documents, estimates, or signed contracts to substantiate the submittal. Final building permit valuation shall be determined by the Building Official.

(4) ~~**City assessor valuations to be used.**~~ **ICC Building Valuation Data Table to be used.** The Building Official shall use average square foot building construction costs as ~~provided by the Ames City Assessor when calculating building permit fees~~ listed in the most recent International Code Council publication of Building Valuation Data for new residential and commercial buildings, additions, and extensive interior renovations, in absence of more specific data. Such average square foot costs are base valuations for typical buildings of good quality. ~~Buildings of higher quality will be valued at appropriately higher valuations.~~ Square foot costs are adjusted ~~periodically~~ biannually every February and August to reflect changes in material and labor costs, as reported by the ~~Ames City Assessor~~ International Code Council.

(5) **Appeal of building permit valuation.** A request to appeal the Building Official's determination of building permit valuation may be filed with the Building Official for cause. Such request must be in writing, and contain a factual basis for review. ~~Such appeals will be reviewed by the Building Official and may also include review by the City Assessor to assure consistency, accuracy, and fairness.~~ If it is found the Building Official erred in the determination of building permit valuation, appropriate adjustment will be made to the permit valuation and the permit fee.

***

Sec. 5.115. MECHANICAL INSPECTIONS.

(1) **Mechanical inspections.** The Building Official shall make inspections of the following as necessary to assure compliance with this Code:~~.~~

(~~2~~a) **Underground inspection.** Underground inspections shall be made after trenches or ditches are excavated and bedded, piping installed, and before backfill is put in place. ~~When~~ Where excavated soil contains rocks, broken concrete, frozen chunks and other rubble that would damage or break the piping or cause corrosive action, clean backfill shall be on the job site.

(~~3~~b) **Rough-in inspection.** Rough-in inspections shall be made after the roof, framing, fireblocking and bracing are in place and all ducting and other components to be concealed are complete, and prior to the installation of wall or ceiling membranes.

(4c) **Final inspection**. Final inspection shall be made upon completion of the mechanical system. Exception: Ground-source heat pump loop systems tested in accordance with Section ~~IMC~~ 1208.1~~.1~~ of the 2024 IMC shall be permitted to be backfilled prior to inspection.

***

Sec. 5.118. INFRASTRUCTURE TO BE INSTALLED.

(1) Except for single family and two family structures, no building permit shall be issued for construction of a new principle building or addition to an existing principle structure unless sidewalks, shared use paths, street lights, street paving, and dedicated rights-of-way or easements, in satisfactory condition and consistent with the requirements of Division IV, Design and Improvements Standards of Chapter 23, Subdivisions are adjacent to the subject property. ~~Applications for building permits~~

~~consistent with a site development plan approved prior to August 15, 2015 are exempt from this requirement.~~

(2) Except for single family and two family structures, no building permit shall be issued for substantial improvements to an existing principle building ~~for complete applications submitted after November 1, 2015~~ unless sidewalks, shared use paths, street lights, street paving, and dedicated rights-of-way or easements, in satisfactory condition and consistent with the requirements of Division IV, Design and Improvements Standards of Chapter 23, Subdivisions are adjacent to the subject property.

***

Sec. 5.200. BUILDINGS AND STRUCTURES.

The provisions of the ~~2015~~ 2024 International Building Code (IBC), are amended with the revision of the following text as stated:

~~(1) The IBC is amended by adding Climatic and Geographical Design Criteria to include the following local values in conjunction with Chapter 16 Structural Design:~~

~~Ground Snow Load (lbs)~~	~~25~~
~~Wind Speed (mph)~~	~~115~~
~~Topographic Effects~~	~~No~~
~~Special Wind Region~~	~~No~~
~~Wind Borne Debris Zone~~	~~No~~
~~Seismic Design Category~~	~~A~~
~~Weathering~~	~~Severe~~
~~Frost Line Depth (inches)~~	~~42~~
~~Termite~~	~~Moderate to Heavy~~
~~Winter Design Temp (F.)~~	~~- 5~~
~~Ice Shield Underlayment Required~~	~~Yes~~
~~Flood Hazards~~	~~See FEMA Maps~~
~~Air Freezing Index~~	~~1896~~
~~Mean Annual Temperature (F.)~~	~~48.2~~

***

~~(4) **Section 903.4.2, Alarms** is amended by deleting the existing text and inserting the following text: An approved audible/visual device, located on the exterior of the building in an approved location, shall be connected to every automatic sprinkler system. Additional notification devices may be required on the interior of the building. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.~~

***

~~(6) **Section 1009.2 Continuity and components**. The first sentence is amended to read: Each required accessible means of egress shall be continuous to a public way, shall be hard-surfaced, and shall consist of one or more of the following components.~~

(~~7~~4) **Section 1011.12 Stairway to roof** is amended by deleting the **Exception** and inserting the following in lieu thereof:

Exception: Other than where required by Section 1011.12.1, in buildings without an ~~occupied~~ occupiable roof access to the roof from the top story shall be permitted to be by a ship's ladder ~~of~~ or a permanent ladder.

(~~8~~5) **Section 1011.14 Alternating Tread Devices** is amended by removing "and for access to ~~unoccupied~~ unoccupiable roofs" from the text.

~~(9) **Section 1028.5 Access to a public way** is amended to read: The exit discharge shall provide a direct, hard-surfaced, and unobstructed access to a public way.~~

***

(~~11~~7) **Section 1801.~~3~~2 Foundations – Concrete encased electrode.** Concrete footings for new buildings and additions shall have a minimum of a #4 reinforcing bar or bare copper conductor sized per the Table 250.66 of the City of Ames currently adopted National Electrical Code as a grounding electrode conductor encased in concrete for 20 feet minimum with a minimum of 2 tie wires for use as a concrete encased electrode.

***

(~~14~~10) Addition of **Section 1809.~~14~~15 Demolition of shallow foundations.** Where a structure has been demolished or removed, all shallow foundations shall be removed in their entirety and the excavation shall be filled and maintained with clean fill material to the existing grade. Removal shall include, but is not limited to the removal of the entire basement including walls, floors, footings, and foundations.

***

(~~16~~12) **Section ~~2308.3.1~~ 2308.7.1 Foundation plates or sills** is amended by replacing ~~"and not spaced more than 6 feet apart" with "and spaced not more than 4 feet apart"~~ "Bolts shall be spaced not more than 6 feet on center" with "Bolts shall be spaced not more than 4 feet on center".

Sec. 5.201. ONE- AND TWO-FAMILY DWELLINGS.

The provisions of the ~~2015~~ 2024 International Residential Code for One- and Two-family Dwellings (IRC), are amended by revising the following text as stated:

(1) Table R301.2~~(1),~~ **Climatic and Geographical Design Criteria** is amended to include the following local values:

Ground Snow Load (lbs.)	~~25~~ 33
Wind Speed (mph)	~~115~~ 110
Topographic Effects	No
Special Wind Region	No
~~Wind Borne Debris Zone~~	~~No~~
Seismic Design Category	A
Weathering	Severe
Frost Line Depth (inches)	42
Termite	Moderate to Heavy
Winter Design Temp (F.)	- 5
Ice Shield Underlayment Required	Yes
Flood Hazards	See FEMA Maps
Air Freezing Index	1896
Mean Annual Temperature (F.)	48.2

***

~~(3) **Section R302.13 Fire protection of floors is deleted in its entirety.**~~

(~~4~~3) **Section ~~R311.3.2~~ R318.3.2 Floor elevations ~~for~~ at other exterior doors** is amended by deleting the exception and inserting the following in lieu thereof:

Exception: ~~A top landing is not required where a stairway of not more than three risers is located on the exterior side of the door, provided the door does not swing over the stairway.~~ An exterior landing or floor is not required at the exterior doorway where a

stairway of not more than three risers is located on the exterior side of the door, provided the door does not swing over the stairway.

~~(5) **Section R311.7.8.2 Continuity** is amended by adding Exception 3:~~

~~(3) Handrails may be interrupted at the point of transition from handrail to guardrail on stairways open on both sides at the bottom of a flight of stairs.~~

(~~6~~4) **Section ~~R313.1~~ R309.1 Townhouse automatic fire sprinkler systems** is amended by deleting the text of that section and inserting the following in lieu thereof: Automatic residential sprinkler systems shall not be required in townhouses.

(~~7~~5) **Section ~~R313.2~~ R309.2 One- and Two-family dwellings automatic fire systems** is amended by deleting the text of that section and inserting the following in lieu thereof: Automatic residential fire sprinkler systems shall not be required in one- and two-family dwellings.

(~~8~~6) **Section ~~R314.2.2~~ R310.2.2 Alterations, repairs and additions** is amended ~~by deleting "When alterations, repairs or additions requiring a permit occur, or".~~ by deleting Exception 2 and inserting the following in lieu thereof: "Installation, alteration, or repairs of plumbing, mechanical, or electrical systems."

~~(9) **Section R314.6 Power source** is amended by deleting Exceptions 1 and 2 and adding Battery operated smoke alarms installed in accordance with Section 314.2.2 shall be allowed for existing sleeping areas.~~

~~(10) **Section R315.2.2 Alterations, repairs and additions.** The first sentence is amended to read: When one or more sleeping rooms are added or created in an existing dwelling that has an attached garage or within which a fuel-burning appliance exists, carbon monoxide alarms shall be required outside each separate sleeping area and in the immediate vicinity of bedrooms, and on every story of the dwelling. Carbon monoxide alarms shall be hard-wired, interconnected, and shall have battery backup.~~

~~(11) **Section R315.5 Power source** is amended by deleting **Exceptions** 1 and 2.~~

(7) Section R.311.2.2 Alterations, repairs and additions is amended by deleting Exception 2 and inserting the following in lieu thereof: "Installation, alteration, or repairs of plumbing, mechanical or electrical systems when such systems do not include a fuel-fired appliance."

(8) Section 320.5 Continuity is amended by adding Exception 3 as follows: "Handrail is permitted to terminate no more than three risers prior to the bottom nosing of the flight of stairs when the stairs are open on both sides.

***

~~(14) **Section R403.1 General** is amended by adding the following text: An Iowa licensed architect or engineer shall determine footing size and structural design for residential structures supported by post and beam construction and having a common roof with the house.~~

****

(~~16~~12) **Addition of Section R401.4.3 Demolition of foundations.** Where a structure has been demolished or removed, all foundations shall be removed in their entirety and the excavation shall be filled and maintained with clean fill material to the existing grade. Removal shall include, but is not limited to the removal of the entire basement including walls, floors, footings, and foundations.

***

(~~18~~14) **Section R403.1.6 Foundation Anchorage** is amended by deleting ~~"maximum of 6 feet"~~ "not greater than 6 feet" and inserting in lieu thereof ~~"maximum of 4~~ feet "not greater than 4 feet" and by adding Exception 3 as follows: "Where the basic wind speed does not exceed 115 mph, the seismic design category is A or B, and

method GB in accordance with Section R602.10 is used for a braced wall line on the interior of the dwelling, anchor bolts shall not be required for the wood sole plates of the braced wall panels. Positive anchorage with approved fasteners shall be provided."~~.~~

***

(~~20~~16) **Section ~~R326.1~~ R328.1 General** is amended by replacing **General** with **BARRIER REQUIREMENTS FOR SWIMMING POOLS, SPAS, AND HOT TUBS FOR ONE- AND TWO-FAMILY DWELLINGS,** removing the text of that section and inserting the following in lieu thereof:

****

(~~b~~2) Outdoor pools. An outdoor pool, including an in-ground, above-ground or on-ground pool shall be surrounded by a barrier which shall comply with the following items ~~1-15~~ (a-o):

***

~~4.~~ (d) Mesh fences, other than chain link fences, in compliance with the following ~~number 7~~ letter (g), shall be installed in accordance with the manufacturer's instructions and comply with the following:

***

~~11.~~ (k) Access gates shall comply with the requirements of items ~~(b) 12 and (b) 13~~ (2)(l) and (2)(m) and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool, and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates, such as utility or service gates, shall remain locked when not in use.

~~12.~~ (l) Double gates or multiple gates shall have at least one leaf secures in place and the adjacent leaf shall be secured with a self-latching device. The gate and barrier shall not have openings larger than 1/2 inch within 18 inches of the latch release mechanism. The self-latching device shall comply with item ~~(b) 13~~ (2)(m).

***

~~13.~~ (o) An onground pool wall structure or a barrier mounted on top of an onground pool wall structure shall serve as a barrier where all of the following conditions are present:

(i) Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the topof the wall is not less than 48 inches above grade for the entire perimeter of the pool, the wall complies with the requirements of items ~~(b) 1-10~~ (2)(a-j) above and the pool manufacturer allows the wall to serve as a barrier.

(ii) Where a barrier is mounted on top of the pool wall, the top of the barrier is not less than 48 inches above grade for the entire perimeter of the pool, the wall complies with the requirements of ~~(b) 1-10~~ (2)(a-j) and the pool manufacturer allows the wall to serve as a barrier.

(iii) Ladders or steps used as means of access to the pool are capable of being secured, locked or removed to prevent access except where the ladder or steps are surrounded by a barrier that meets the requirements of ~~(18)~~ (14) above.

(iv) Openings created by the securing, locking or removal of ladders and steps do not allow the passage of a 4-inch sphere.

(v) Barriers that are mounted on top of onground pool walls are installed in accordance with the pool manufacturer's instructions.

(~~c~~3) Indoor pools shall be surrounded by a barrier that complies with Sec. 5.201 (~~18~~20) a or b.

(~~21~~17) **Appendix ~~J~~ BO** is amended by deleting Section ~~AJ102.5~~ BO102.7 Flood Hazard areas.
(~~22~~18) **Appendix ~~J~~ BO** is amended by deleting Section ~~AJ301.2~~ BO104.3 Water Closets.
(~~23~~19) **Appendix ~~J~~ BO** is amended by deleting Section ~~AJ301.3~~ BO104.4 Electrical including the Exceptions.
(~~24~~20) **Appendix ~~J~~ BO** is amended by deleting Section ~~AJ501.5~~ BO105.5 Electrical equipment and wiring and associated subsections.

***

Sec. 5.205. ~~ELECTRICAL.~~ RESERVED

~~The provisions of the National Electrical Code (NEC), 2020 edition, are hereby amended as follows:~~

~~(1) Delete section 210.8(A) and insert in lieu thereof the following new section:~~

~~210.8(A) Dwelling Units.~~

~~All 125-volt receptacles installed in locations specified in 210.8(A)(1) through 210.8(A)(11) shall have ground-fault circuit-interrupter protection for personnel.~~

~~(1) Bathrooms~~

~~(2) Garages and also accessory buildings that have a floor located at or below grade level not intended to be habitable rooms and limited to storage areas, work areas or similar use~~

~~(3) Outdoors~~

~~Exception to (3): Receptacles that are not readily accessible and are supplied by a branch circuit dedicated to electrical snow-melting, deicing, or pipeline and vessel heating equipment shall be permitted to be installed in accordance with 426.28 or 427.22, as applicable.~~

~~(4) Crawl spaces – at or below grade level~~

~~(5) Basements~~

~~Exception to (5): A receptacle supplying only a permanently installed fire alarm or burglar alarm system shall not be required to have ground-fault circuit-interrupter protection.~~

~~Informational Note: See 760.41B and 760.121(B) for power supply requirements for fire alarm~~

~~systems.~~

~~Receptacles installed under the exception to 210.8(A)(5) shall not be considered as meeting the requirements of 210.52(G)~~

~~(6) Kitchens – where the receptacles are installed to serve the countertop surfaces~~

~~(7) Sinks – where receptacles are installed within 1.8 m (6 ft) from the top inside edge of the bowl of the sink.~~

~~(8) Boathouses~~

~~(9) Bathtubs or shower stalls – where receptacles are installed within 1.8 m (6 ft) of the outside edge of the bathtub or shower stall~~

~~(10) Laundry areas~~

~~Exception to (1) through (3), (5) through (8), and (10): Listed locking support and mounting receptacles utilized in combination with compatible attachment fittings installed for the purpose of serving a ceiling luminaire or ceiling fan shall not be required to be ground-fault circuit-interrupter protected. If a general-purpose convenience receptacle is integral to the ceiling luminaire or ceiling fan, GFCI protection shall be provided.~~

~~(11) Indoor damp and wet locations~~

~~(2) Delete section 210.8(F).~~

~~(3) Section 334.10, Nonmetallic-Sheathed Cable, Uses Permitted, is amended by deleting Subsection (3) therefrom and inserting in lieu thereof a new Subsection (3): All other structures shall be wired using other methods as allowed by the NEC.~~

~~(4) Section 5.205(1) and Section 5.205(2) shall expire and become null and void after January 1, 2022, unless thereafter amended or appealed.~~

Sec. 5.206. MECHANICAL.

The adopted provisions of the ~~2021~~ 2024 International Mechanical Code (IMC), are amended as follows:

~~**(1) Section 101.2 Scope.** is amended by deleting the words 'by the International Fuel Gas Code' in the last sentence and inserting the following in lieu thereof: 'by Chapter 12 of the UPC as stated in Section 5.100(13) of this Chapter'.~~

~~**(2) Section 101.2 Scope.** is amended by deleting the following: "Exception: Detached one- and two- family dwellings and townhomes not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height shall comply with this code or the International Residential Code."~~

***

(~~6~~4) Section 306.5. Equipment and appliances on roofs or elevated structures. is amended by adding the following to the end of the section: "If the tenants of a multiple tenant building have, or are allowed to have, mechanical facilities on the roof or which penetrate the roof, then roof access ladders must be provided for use by all such tenants and their agents and contractors in a manner that does not require accessing space under the control of another tenant." And deleting the following exception "Exception: This section shall not apply to Group R-3 occupancies." Also adding the following new subsection, "**306.5.3 Visual screening of rooftop equipment**. Equipment screening shall not be installed to the rooftop unit or the curb of the rooftop unit unless specified in the mechanical equipment manufacturer's installation instructions."

~~**(7) Section 306.5.3 Visual screening of rooftop equipment.** is amended by adding the following new subsection: "**Section 306.5.3 Visual screening of rooftop equipment.** Equipment screening shall not be installed to the rooftop unit or the curb of the rooftop unit unless specified in the mechanical equipment manufacturer's installation instructions."~~

(~~8~~5) Section 401.1 Scope. is amended by deleting the section in its entirety and inserting the following section in lieu thereof: "**Section 401.1 Scope.** This chapter shall govern the ventilation of spaces within a building intended to be occupied. These buildings shall meet either the requirements of ASHRAE Standard 62.1, "Ventilation for Acceptable Indoor Air Quality," 2019 edition, published by the American Society of

Heating, Refrigeration, and Air-Conditioning Engineers, 1791 Tullie Circle N.E., Atlanta, GA 30329, or the requirements contained in this chapter. Mechanical exhaust systems, including exhaust systems serving clothes dryers and cooking appliances; hazardous exhaust systems; dust, stock, and refuse conveyor systems; sub slab soil exhaust systems; smoke control systems; energy recovery ventilation systems; and other systems specified in Section 502 shall comply with Chapter 5 of the ~~2021~~ 2024 International Mechanical Code."

(~~9~~6) Table 403.3.1.1 Minimum Ventilation Rates: is amended by adding the following footnotes:

~~i~~m. ~~For gym, stadium, arena (play area) categories of the sports and amusement occupancy classification~~, Related to the gym, stadium, arena (play area) category "when combustion equipment is intended to be used on the playing surface, additional dilution ventilation and/or source control shall be provided.

~~j~~n. Anywhere the term "smoking lounges" appears: "For ventilation purposes, "smoking" includes both combustible tobacco products and accessories and electronic smoking devices and accessories.

(~~10~~7) Section 504.9.2 Duct installation. is amended by deleting the section in its entirety and inserting the following section in lieu thereof: "**504.8~~9~~.2 Duct installation**. Exhaust ducts shall:

a. ~~b~~Be supported at 4-foot (1219 mm) intervals and secured in place.

b. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. ~~Ducts shall~~

c. ~~n~~Not be joined by screws or similar fasteners that protrude into the inside of the duct."

***

(~~18~~15) Section 607.6.2.1.3. is amended by is amended by ~~adding~~ inserting the following new subsection: **"607.6.2.1.3 Access**. Access to ceiling radiation dampers ~~shall~~ must be provided with an approved means of access that is large enough to permit inspection and maintenance of the damper and its operating parts. Dampers equipped with fusible links, and-internal operators ~~for both~~ shall be provided with either an access door that is not less than 12 inches (305mm) square, or a removable duct section."

(~~19~~16) Section 607.6.2.1.4. is amended by inserting the following new subsection**: "607.6.2.1.4 Identification of access**. Access to ceiling radiation damper locations and access points shall be permanently identified on the exterior by a label or marking acceptable to the authority having jurisdiction."

***

Sec. 5.208 PLUMBING.

The adopted provisions of the ~~2021~~ 2024 Uniform Plumbing Code (UPC), are amended as follows:

(1) Section 102.4.1 Building Sewers and Drains. is amended by adding the following new section: "**Section 102.4.1.1 Building Demolition**. Whenever a structure or building is to be demolished, before demolition begins the following must be completed:

(a) Building sewer capped at curb line with a manufactured plug.

(b) Foundation line capped at curb line with a manufactured plug.

(c) Water service capped or plugged at main.

~~(d) Plumbing inspector sign-off on demolition sheet given to contractor before demolition permit is issued."~~

***

~~**(7) Section 402.5 Setting.** is amended by adding the following sentence to the end of the section that begins "Exception:": "Sanitary napkin receptors are not dispensers and shall not be within the clear space of the water closet."~~

****

~~**(9) Section 408.3.2 Temperature Limiting.**~~

~~Amend this section by adding the following to the end of (3): "and installed at or as close as possible to the point of use."~~

~~Amend this section by adding the following to the end of (5): "may be used downstream of other allowed device. TAFR valves are not intended to be installed in place of devices complying with ASSE 1016, ASSE 1017, ASSE 1066, ASSE 1069, or ASSE 1070."~~

(~~10~~8) Section 408.0 Showers. is amended by adding a new subsection: "**Section 408.~~11~~12 ~~Shampoo Bowls and Grooming Stations~~. Limitation of Hot Water Temperature of** ~~Hair Shampoo Bowls and~~ **Pet Grooming Stations**. The maximum hot water temperature discharging from ~~hair shampoo bowls and~~ pet grooming stations shall be limited to 120ºF (49ºC). The maximum temperature shall be regulated by one of the following means, which shall be installed at or as close as possible to the point of use:

"(1) A limiting device conforming to ASSE 1070, ASME A112.1070, CSA B125.70, or CSA B125.3.

"(2) A water heater conforming to ASSE 1084."

****

(~~15~~13) Section 422.1 Fixture Count. ~~(1)~~ Amend the section by deleting the first paragraph and inserting the following in lieu thereof:

"Plumbing fixtures shall be provided in each building for the type of building occupancy and in the minimum number shown in Table 2902.1 and its associated foot notes of the ~~2021~~ 2024 International Building Code. Required public facilities shall be designated by a legible sign for each sex. Signs shall be readily visible and located near the entrance to each toilet facility."

~~(2) Amend the section by deleting the second paragraph and inserting the following in lieu thereof:~~

~~"The minimum number of fixtures shall be calculated at 50 percent male and 50 percent female based on the total occupant load. Where information submitted indicates a difference in the distribution of the sexes, such information shall be used to determine the number of fixtures for each sex. Once the occupancy load and occupancy are determined, Table 2902.1 of the 2021 International Building Code shall be applied to determine the minimum number of plumbing fixtures required. When gender-neutral restrooms are provided, the total number of fixtures provided must be the sum of men's and women's fixtures as figured, and urinals in gender-neutral restrooms shall not be substituted for more than 67 percent of men's water closets in assembly and educational occupancies or 50 percent of men's water closets in all other occupancies. Where gender-neutral fixtures are provided in addition to separate men's and women's facilities, those gender-neutral fixtures shall be included in determining the number of fixtures provided in an occupancy. Where applying the fixture ratios in Table 2902.1 results in fractional numbers, such numbers shall be rounded to the next whole number. For multiple occupancies, fractional numbers shall be first summed and then rounded to the next whole number."~~

~~(16) **Section 422.1.1 Family or Assisted-Use Toilet and Bathing Facilities.** is amended by adding the following sentence to the end of the section: "Required family or~~

~~assisted-use fixtures are permitted to be included in the number of required fixtures for either the male or female occupants in assembly and mercantile occupancies."~~
****

(~~19~~16) Section 422.0 Minimum Number of Required Fixtures. is amended by inserting the following new subsection: "**422.~~6~~8 Substitution for Water Closets**. "In each bathroom or toilet room, urinals shall not be substituted for more than 67 percent of the required water closets in assembly and educational occupancies. Urinals shall not be substituted for more than 50 percent of the required water closets in all other occupancies. (Reprinted from the 2018 International Plumbing Code section 424.2)"
****

(~~24~~21) Section 609.1 Installation. is amended by ~~adding~~ deleting the last two sentences and inserting the following: "Building supply yard piping shall be not less than 60 inches below earth cover." The following subsections are also added to this section: ~~new sections 609.1.1 through 609.1.9~~
***

(~~25~~23) Section 609.12 Pipe Insulation and its subsections are~~. is~~ deleted in ~~its~~ their entirety and the following section is inserted in lieu thereof: "**Section 609.12 Pipe Insulation.** Insulation of domestic hot water piping shall be in accordance with the applicable energy conservation code."
****

(~~29~~27) Section 610.8(6) Size of Meter and Building Supply Pipe Using Table 610.4 is amended by deleting the last sentence and inserting the following in lieu thereof: "No building water service line shall be less than one (1) inch in diameter."
***

~~**(45) Section 906.7 Frost or Snow Closure.** is amended by deleting "two (2) inches (50.8mm)" in the first sentence and inserting "three (3) inches (76.2 mm)" in lieu thereof.~~
***

(47) Section 1101.6.1 Discharge is deleted in its entirety and the following section is inserted in lieu thereof: "Section 1101.6.1 Discharge. Subsoil drains must be piped to a storm drain or to an approved water course. Where there is no sewer or water course adjacent to the property, the subsoil drain must be piped to the front street over the top of the curb or as approved by the Municipal Engineer. No subsoil drain line shall be discharged onto a yard or into the building drain or sanitary sewer. No floor drain, clothes washer, or any other plumbing fixture shall be discharged into the foundation sump pit.
****

(~~55~~53) Section ~~1208.6.4.5~~ 1208.5.3.5 Corrugated Stainless Steel Tubing. is deleted in its entirety and the following section is inserted in lieu thereof: "**Section ~~1208.6.4.5~~ 1208.5.3.5 Corrugated Stainless Steel Tubing.** Only CSST with an arc-resistant jacket or covering system listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed, in accordance with the terms of its approval, the conditions of listing, the manufacturer's instructions and this code, including electrical bonding requirements in Section 1211.2. CSST shall not be used for through-wall penetrations from the point of delivery of the gas supply to the inside of the

structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner."

***

(55) Section 1306.3 Report Items. Modify the section by deleting "Authority Having Jurisdiction" and inserting "responsible facility authority" in lieu thereof.

Sec. 5.300. BUILDING CONTRACTOR REGISTRATION.

(1) **Contractor registration required**. Each person, firm, or corporation performing work requiring a building, electrical, mechanical, or plumbing~~, or sign~~ permit must possess a valid State Division of Labor registration number and provide proof of same to the Inspection Division prior to permit issuance. For electrical, plumbing, and HVAC contractors, possession of a State of Iowa contractor license shall serve as evidence of registration with the Division of Labor.

***

Sec. 5.402. AUTHORITY.

(1) City Officials. The Building Official, ~~City Sanitarian,~~ Fire Inspector, or their designees are authorized to conduct inspections and take any other actions to carry out and enforce the provisions of this chapter relating to dangerous buildings.

***"

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY AMENDING CHAPTER 8 THEREOF, FOR THE PURPOSE OF UPDATING THE FIRE CODE 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 Chapter 8 as follows:

"**CHAPTER 8 FIRE CODE**
DIVISION I ADOPTION

Sec. 8.101. INTERNATIONAL FIRE CODE ADOPTED.
The ~~2015~~ 2024 Edition of the International Fire Code (IFC) as published by the International Code Council, including Appendix Chapters B, Fire Flow; D, Fire Apparatus Access Road; ~~and~~ E, Hazard Categories; H - HMMP and HMIS Instructions , and I - Fire Protection Systems - Noncompliant Conditions; is hereby adopted by the City of Ames, Iowa, for the purpose of prescribing regulations pertaining to conditions hazardous to life from fire and explosives, together with the deletion, additions and modifications hereinafter stated.

DIVISION II AMENDMENTS, ADDITIONS, AND DELETIONS

Sec. 8.201. PERMITS.
Delete Section 105.5 of the International Fire Code relating to permits, except, add the following text:
~~**Section 105.7.1 Automatic fire-extinguishing systems.** A construction permit is required for installation of or modification to an automatic fire-extinguishing system. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.~~
~~**Section 105.7.6 Fire alarm and detection systems and related equipment.** A construction permit is required for installations of or modification to fire alarm and detection systems and related equipment. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.~~
105.5 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.5.34 and 105.5.36.
105.5.34 Mobile food preparation vehicles. An operational permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors.
105.5.36 Open burning. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be complied with.
Exception: Recreational fires.
105.6 Required construction permits. The fire code official is authorized to issue construction permits for work as set forth in Sections 105.6.1,105.6.2, 105.6.7,

and105.6.8.
[A] 105.6.1 Automatic fire-extinguishing systems. A construction permit is required for installation of or modification to an automatic fire-extinguishing system, other than an automatic sprinkler system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.
[A] 105.6.2 Automatic sprinkler systems. A construction permit is required for installation of or modification to an automatic sprinkler system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.
[A] 105.6.7 Fire alarm and detection systems and related equipment. A construction permit is required for installation of or modification to fire alarm and detection systems and related equipment. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.
[A] 105.6.8 Fire pumps and related equipment. A construction permit is required for installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers and generators. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.

Sec. 8.202. AMENDMENTS.

(1) Amend **Section 103.1 Creation of agency.** By deleting the text and inserting the following in lieu thereof: The Ames Fire Department is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

(~~1~~2) Amend **Section ~~104.8~~ 104.2.4.1 ~~Modifications~~ Individual Cases**, by deleting the text and inserting the following in lieu thereof: Whenever there are practical difficulties involved in carrying out the provisions of this code, the fire chief shall have the authority to grant modifications for individual cases, provided the fire chief shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded ~~an~~ and entered in the files of the fire department.

~~(2) Amend Section 307.4.3 Portable Outdoor Fireplaces, by deleting the exception and inserting the following in lieu thereof: Recreational fires are permitted in approved containers, such as chimineas, contained fire pit/ring, screened devices. Such fires shall be located more than 15 feet from any structure, including decks, porches, roofs, garages, sheds, and fences. The immediate area within 15 feet of the fire shall be clear of combustible materials, such as weeds, shrubs, and furniture.~~

~~(3) Amend Section 308.1.4 Open-flame cooking devices, by deleting the text and inserting the following in lieu thereof: Charcoal burners and other open-flame cooking devices shall not be operated or located on combustible balconies or within 10 feet of combustible construction. Exceptions: Such devices are permitted in (1) one and two family dwellings; and (2) where buildings, balconies and decks are protected by an automatic sprinkler system.~~

(3) Amend **Section 307 Opening Burning, Recreational Fires and Portable Outdoor Fireplaces** by deleting the text and inserting the following in lieu thereof:
307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with Sections 307.1.1 through 307.5.
307.1.1 Prohibited open burning. The burning of garbage, refuse, and all other

combustible materials is prohibited except as specifically permitted by the fire chief as provided in the following exceptions.

Exception:

1. Landscape waste. Landscape waste produced in clearing, grubbing and construction operations may be burned on site at such locations and under such conditions as are granted advance written approval of the fire chief or designee. The burning of landscape waste shall be limited to areas located at least one-fourth mile from any building inhabited by other than the landowner or tenant conducting the open burning. No building materials, trade wastes, rubber tires, material left from demolition of any structure, landscape waste originating from a different location nor any other material may be mixed with the landscape waste when burned. Gasoline shall not be used to ignite landscape waste.

2. Open burning on public or private property. Prescribed burning for the purpose of reducing the impact of wildland fire, including prairies, pastures, fields, yards and road ditches, may occur at such locations and under such conditions as are granted advance written approval when authorized by the fire code official.

3. Training Fires. Fires set for the purpose of training of public or industrial employees in firefighting methods are permitted at such locations and under such conditions as are granted in advance written approval of the fire chief or designee. When structures are to be burned as part of the training, advance written approval must also be obtained from the State of Iowa Department of Natural Resources.

4. Storm damaged trees. Downed and damaged trees, limbs, and brush may be burned, immediately following severe storm events, at such locations and under such conditions as are granted advance approval by the fire chief, public works director, and City Manager, as part of a declared public emergency. The site authorized and designated for such burning shall not be located in a residential area.

307.2 Permit required. A permit shall be obtained from the fire code official in accordance with Section 105.5 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land on which the fire is to be kindled.

307.2.1 Authorization. Where required by state or local law or regulations, open burning shall only be permitted with prior approval from the state or local air and water quality management authority, provided that all conditions specified in the authorization are followed.

307.3 Extinguishment authority. Where open burning creates or adds to a hazardous situation, upon receipt of a complaint regarding the smoke or odors from open fires, or a required permit for open burning has not been obtained, the fire chief's or their designee is authorized to order the extinguishment of the open burning operation.

307.4 Location. The location for open burning shall be not less than 50 feet (15 240 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet (15 240 mm) of any structure.

Exceptions:

1. Fires in approved containers that are not less than 15 feet (4572 mm) from a structure.

2. The minimum required distance from a structure shall be 25 feet (7620 mm) where the pile size is 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height.

307.4.1 Bonfires. Bonfires are prohibited. Any uncontained fire where the pile size is greater than 3 feet in diameter and/or greater than 2 feet in height shall be considered a bonfire.
307.4.2 Recreational fires. Recreational fires shall not be conducted within 25 feet (7620 mm) of a structure or combustible material. Conditions that could cause a fire to spread within 25 feet (7620 mm) of a structure shall be eliminated prior to ignition.
307.4.3 Portable outdoor fireplaces. Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet (3048 mm) of a structure or combustible material.

Exception: Portable outdoor fireplaces used at one- and two-family dwellings.

307.5 Attendance. Open burning, bonfires, recreational fires and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. Not fewer than one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

(4) Delete **Section 311.5 Placards.**

***

(6) Amend **Section 503.3** by inserting the following:

503.3.1 Marking Specifications.
503.3.1.1 Dimensions. The "No Parking Fire Lane" sign shall be 12 inches wide and 18 inches high.
503.3.1.2 Characteristics. The signs are to be all-season durable with red lettering on a white background.
503.3.1.3 Where Required. No Parking Fire Lane" signs are required in areas that meet the following criteria:

1. Fire department access roadways less than 28 feet wide – Signs shall be posted on both sides.
2. Fire department access roadways between 28 feet wide and 34 feet wide – Signs shall be posted on one side only.
3. Fire department access roadways exceeding 34 feet wide – No Fire Lane restriction signage requirement.

503.3.1.4 Installation. The NO PARKING signs shall be installed as follows:

1. One at the beginning of the restriction (one arrow pointing towards the restriction zone).
2. One at the end of the restriction (one arrow pointing back into restricted zone).
3. One at least every 200 ft. within the restricted area (double arrow pointing in each direction, to indicate the continuing restriction).
4. Spaced evenly within the restriction (for straight curbs/zones). For example, if the parking restriction zone is 400 ft. long, only one double arrow sign is required at a distance of 200 ft. from the beginning of the restriction. If the restriction zone is 450 ft. long, two double arrow signs are required; spaced 150 ft. evenly from each other and from the beginning/ending signs.
5. Spaced so that at least one readable sign is visible in front of a parked vehicle from any point along the restriction (for curved curbs/zones and areas that may present visual obstacles).
6. Set at an angle of no fewer than 30 degrees and no more than 45 degrees with the lane of traffic flow visible to approaching traffic.

503.3.1.5 Painting of Curbs or Streets. Fire lanes shall be painted with curb markings in addition to approved signage.

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(8) Delete Section 503.4.1 Traffic Calming Devices.

***

(~~7~~10) Amend **Section ~~903.4~~ 904.4.1, Sprinkler system supervision and alarms**, by adding the following exception: Post indicator valves that are locked in the open position.

(~~8~~11) Amend **Section ~~903.4.2~~ 903.4.3, Alarms**, by deleting the existing text and inserting the following text:

***

(~~9~~12) Amend **Section ~~907.2.9~~ 907.2.9.4, Group R-2**, ~~by adding the following text at the end of the subsection:~~ notwithstanding the exceptions noted herein, an automatic fire alarm system shall be installed throughout all interior corridors serving sleeping units.

(~~10~~13) Amend **Chapter 11, Construction Requirements for Existing Buildings**, by adding the following ~~to the end of this chapter: Compliance with the provisions of this Chapter shall be completed within a time schedule approved by the fire chief. The fire chief has approved an Ames City Council recommended completion date of July 1, 2020 for Section 1103.7.6, Group R-2, which states that a fire alarm system, in accordance with the City of Ames adopted fire code, shall be installed in existing Group R-2 occupancies more than three stories in height or with more than 16 dwelling or sleeping units.~~ 1108.1 Compliance with the provisions of this Chapter shall be completed within a time schedule approved by the fire chief. The fire chief has approved an Ames City Council recommended completion date of July 1, 2020 for Section 1103.7.6, Group R-2, which states that a fire alarm system, in accordance with the City of Ames adopted fire code, shall be installed in existing Group R-2 occupancies more than three stories in height or with more than 16 dwelling or sleeping units.

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DIVISION IV
~~OPEN BURNING~~ FIRE PERFORMANCE ART

~~Sec. 8.401 OPEN BURNING.~~

~~(1) Prohibition.~~

~~The burning of garbage, refuse, leaves, landscape waste and all other combustible materials is prohibited except as specifically permitted by the fire chief as provided in the following exceptions.~~

~~EXCEPTIONS:~~

~~(a) Landscape waste.~~

~~Landscape waste produced in clearing, grubbing and construction operations may be burned on site at such locations and under such conditions as are granted advance written approval of the fire chief or designee. No building materials, trade wastes, rubber tires, material left from demolition of any structure, landscape waste originating from a different location nor any other material may be mixed with the landscape waste when burned. Gasoline shall not be used to ignite landscape waste~~

~~(b) Open burning on public or private property.~~

~~Open burning of prairies, pastures, fields, yards and road ditches may occur at such locations and under such conditions as are granted advance written approval of the fire chief or designee.~~

~~(c) Training Fires.~~

~~Fires set for the purpose of training of public or industrial employees in firefighting methods are permitted at such locations and under such conditions as are granted in advance written approval of the fire chief or designee. When structures are to be burned as part of the training, advance written approval must also be obtained from the State of~~

~~Iowa Department of Natural Resources.~~

~~(d) Storm damaged trees.~~

~~Downed and damaged trees, limbs, and brush may be burned, immediately following severe storm events, at such locations and under such conditions as are granted advance approval by the fire chief, public works director, and City Manager, as part of a declared public emergency. The site authorized and designated for such burning shall not be located in a residential area.~~

~~(2) General Conditions for Open Burning.~~

~~(a) Fire Chief may prohibit. The Fire Chief may prohibit any or all open burning when~~

~~atmospheric conditions or local circumstances make such fires hazardous or a nuisance.~~

~~(b) Attendance of Open Fires. Open fires shall be constantly attended by an adult person until such fire is extinguished. This person shall have a hose connected to the water supply, or other fire extinguishing equipment readily available for use.~~

~~(c) Offensive Smoke and Odors. Upon receipt of a complaint regarding the smoke or odors from open fires, the fire chief's designee shall investigate and have the discretion to have the fire extinguished.~~

Sec. 8.401. FIRE PERFORMANCE ART.

(1) General. The term "Fire performance art" is defined as any act (fire juggling, fire eating, etc.) in a public or private place, which utilizes fire for entertainment purposes, outside of a protective housing or in ways in which it travels through the air (by one person or multiple persons). These acts do not include pyrotechnics or other open flame devices as regulated by other code sections or permits.

(2) Permits. An operational permit in accordance with the edition of the International Fire Code currently adopted by the City of Ames must be obtained from the fire code official prior to the date of the fire performance art taking place.

(3) Space Considerations. A ten (10) foot distance must be maintained between the fire-involved item and any member of an audience, any combustible decoration/construction, and any combustible item within the immediate performance area. A minimum ten (10) foot ceiling height is required.

(4) Extinguishing Agents. At minimum, one (1) 2A-10BC multipurpose fire extinguisher is required for every five (5) performers at each performance. Additional fire extinguishers may be required by the fire code official based upon the unique circumstances of the performance and occupancy.

(a) One (1) wet towel for each active fire performer must be provided and readily available to extinguish the fire implement. The towel must be white in color to differentiate its use from other colors that may be used to clean up flammable or combustible liquid spills. Towels used for cleaning up flammable or combustible liquid spills must be stored in an approved metal container with a tight-fitting lid.

(b) One (1) listed fire blanket must be provided and readily available for every five (5) performers.

(5) Personal Safety. A five (5) gallon open-topped bucket of water must be provided and readily available for each fire performance area.

(a) Spotter. There must be one (1) trained spotter for each performance. The spotter must be positioned between the active fire performer and the audience. Spotters must be trained in the proper use of fire extinguishers. The spotter may be a performer who is not engaged in the current performance. The

fire code official may require additional spotters based on the unique circumstances of the performance and occupancy.

(6) Fuels. Approved common fuels used for fire performance art include: denatured alcohol; lamp oil (odorless and smokeless); kerosene (for outdoor performances only); stove fuel; "Shell Sol T" brand fuel; "Allume Feu" brand fuel; "Fire Water" brand fuel. Gasoline is prohibited under all circumstances.

(a) Fuel Quantities and Storage. All fuels must be stored in their original container(s) with the caps in place when not in use. The maximum quantity of fuel on site must be no more than one (1) US gallon per performer.

(7) Wicks. Wick material must consist of cotton wrapped in Kevlar to prevent the breakdown of the cotton as it burns. All synthetic wick material must be avoided.

(8) Clothing. It is recommended that the clothing worn by the performers be made of fire resistive materials such as natural fibers or Nomex/PBI.

(9) Smoking. Smoking is prohibited within fifty (50) feet of the performance area and fuel storage. No smoking signs must be posted accordingly.

(10) Insurance policy required; Amount. Before an operational permit is issued for a fire performance art, insurance is required for all special events. The applicant is required to furnish the City of Ames with a certificate of insurance, written by a company authorized to transact business in the state of Iowa, evidencing the following coverage:

- Comprehensive General Liability Insurance with limits no less than $500,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- The policy shall name the City of Ames as an Additional Insured and require 30-days written notice of cancellation. The coverage shall be as broad as the ISO Form Number CG0001 covering commercial general liability on an occurrence basis only.

***

Sec. 8.601. PENALTIES FOR OFFENSES PERTAINING TO THE FIRE CODE.
A violation of any provision of Chapter 8, Fire Code, shall be a municipal infraction punishable by a penalty of ~~$500~~ $750 for a person's first violation thereof, and a penalty of ~~$750~~ $1,000 for each repeat violation.

***

"

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

Item No. 30

MEMO

To: Mayor & City Council

From: Pa Goldbeck, Assistant City Manager

Date: August 25, 2026

Subject: Revising Municipal Code Chapter 14

The ordinance regarding revising *Municipal Cod*e Chapter 14 requested by Ames Human Relations Commission is attached for second reading.

ATTACHMENT(S):
Ordinance Chap 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 commission 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.

* * *

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.~~

~~(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

Item No. 31

MEMO

To: Mayor & City Council

From: Pa Goldbeck, Assistant City Manager

Date: August 25, 2026

Subject: City Council 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."

At the August 11, 2026 meeting, the City Council discussed the study committee and determined that Council Members Betcher and Beatty-Hansen, alongside ex officio Anderson would serve on a subcommittee that would report back to the City Council a plan for recruiting and selecting study committee members, as well as identifying the scope of work and timeline. Please see the attached plan provided by the subcommittee for further Council discussion at this meeting.

If Council approves the plan, it would be appropriate for Council to establish a resolution creating the study committee accordingly.

ATTACHMENT(S):
Plan for Establishing a Resident Data Center Study Committee.docx

Action Plan for Resident Data Center Study Committee

A Resident Data Center Study Committee shall be established to research the following issues related data centers: heat generation, localized temperature increases, and impacts on wildlife habitats and human health.

The purpose of the Study Committee is to collect published data and reputable factual sources that represent the issues from multiple perspectives and to review those sources and data for consideration by Council before Council takes action to develop policy related to this environmental and health context.

The Study Committee shall comprise experts in fields related to these issues or individuals with expertise derived from education or professional practice in related fields. A simple interest in the topic shall not be considered "expertise." City Staff members will not be part of the committee or its deliberations.

The charge of the Resident Data Center Study Committee is fourfold:

1. to find and evaluate published factual sources and data related to the above topics, seeking to present all sides of the issues and help Council to understand the context for these issues,
2. to identify reliable resources for Council to consider as it develops data center policies,
3. to deliver a report that explains and/or summarizes the findings presented in these resources and that provides links to the sources themselves, without arguing in favor of or against particular action, and
4. to present this report in a Council meeting for discussion.

The Resident Data Center Study Committee shall be run by its members with assistance as needed from the Council Subcommittee: Gloria Betcher, Bronwyn Beatty-Hansen, and Trey Anderson. All committee meetings shall abide by the Open Meetings Law, and minutes shall be kept by attendees. The number of meetings required will be determined by the Study Committee.

The proposed timeline for the Resident Data Center Study Committee's creation and operation shall be as follows:

- Aug. 25 Council considers and approves plan
- Aug. 26 Online application for membership opens (modified Boards and Commissions application page, emails to targeted groups, and emails to individuals who have contacted us already and shown expertise in one of the desired areas)
- Sept. 9 Application closes

- Sept. 13 Deadline for Council Subcommittee to choose committee members--Subcommittee contacts those individuals who were selected and thanks those who were not selected.
- Sept. 15 Council approves members at the Special Meeting of the Ames City Council, and the Council Subcommittee sends a Doodle Poll to selected Study Committee members to set up the first meeting of the Study Committee
- by Sept. 30 Data Center Study Committee holds its first meeting to establish a chair and plan a way forward with a research strategy--member(s) of Council Subcommittee attend the initial meeting to ensure that the Study Committee understands its charge and to answer any questions.
- Sept.-Dec. Meetings decided upon by the Study Committee occur (if the Study Committee prefers to complete individual research without many meetings, these may be relatively few)
- by Dec. 31 First round of research completed. Study Committee convenes to assess research results. If the Study Committee is satisfied with the breadth and depth of the research at this point, they shall deliberate on which materials to include in the report to Council. If the Study Committee is not satisfied, a second round of research shall ensue.
- by Jan. 31 Second round of research completed (if necessary) or final deadline for deliberation on the materials collected by the Study Committee (Committee decides which materials to include in the report to Council)
- by Feb. 28 Report delivered to Council for presentation and deliberation
- Mar. 13 Presentation of report by Study Committee at Council meeting

If the Study Committee is efficient and completes its charge earlier, this timeline will accommodate that faster rate of delivery. The committee does not need to fill all the months of the timeline and is encouraged to work as efficiently as possible to bring back results.

MEMO

To: City Council

From: Pa Goldbeck, Assistant City Manager

Date: August 25, 2026

Subject: Appointing an Interim City Attorney

In early 2026, the City Attorney submitted his intent to retire in September 2026. The City Council supervises this position and has the responsibility for hiring a new City Attorney. This position serves as the chief legal advisor for the City of Ames.

Sec. 2.47 of the *Municipal Code* reads, "[The] City Attorney may be appointed by vote of a majority of the whole number of the city council and shall serve at the pleasure of the city council and be subject to removal by a vote the same as required for appointment." Section 2.48 outlines the City Attorney's powers and duties.

In March 2026, the Human Resources Director presented a recruitment plan and a hiring timeline to Council for consideration. The initial plan and timeline were approved by the City Council. On July 13, 2026, the Human Resources Director presented an update to City Council, requesting that the application period be extended an additional month to attract qualified applications.

With the extended time, the application period closed July 6, 2026, and after considerable staff effort to attract additional applicants, the selection pool remained quite small. As such, at the July 13 meeting, Council approved staff's recommendation to proceed with hiring an executive search firm that specializes in conducting nationwide searches to source candidates who meet or exceed the minimum requirements for the position.

As of August 20, 2026, a contract has been signed with SGR to assist with the hiring of the next City Attorney. The firm believes that they are able to present qualified candidates to the City five weeks from the execution of the contract, which would be the beginning of October. Once the candidates are presented to the City, the Human Resources Director will proceed with facilitating the completion of the hiring process (onsite interviews, reference checks, and

background checks).

Staff is estimating that an offer for the position could occur as early as mid-late October; however, additional time will be needed to allow the individual selected to transition into the role. **Given this updated timeline, there will be a time gap from when the current City Attorney retires to when the new one is selected and appointed.** Therefore, it is important that the City Council appoint an interim City Attorney. Additional information regarding the appointment of the interim City Attorney will be available on Monday, August 24 for Council consideration.

ITEM #:	**33**
DEPT:	**ADMIN**

Staff Report

IMPACTS OF SF 2472 RELATED TO PROPERTY TAXES

August 25, 2026

BACKGROUND:

Two documents are attached to this staff memo for City Council review.

Impact of SF 2472 Report

The report provides a detailed analysis of SF 2472 and its anticipated effects on the City's budget, property tax revenues, and development incentive programs. It addresses limitations on General Fund revenue growth, the treatment of new valuation, changes to property tax exemptions and rollbacks, and the implications for the City's existing TIF and tax-abatement programs. The report also discusses potential policy responses and the timing considerations associated with any future changes.

Property Tax and Development Incentives Update Presentation

The presentation summarizes the information included in the report noted above, but also provides background on the City's development incentive tools, including urban renewal and tax increment financing under Iowa Code Chapter 403, urban revitalization and tax abatement under Chapter 404, and industrial tax exemptions under Chapter 427B.

Staff will review the attached materials during the meeting and seek City Council direction regarding the possible strategies reflected in the report.

ATTACHMENT(S):
IMPACT OF SF 2472
Property Tax Update & Dev Incentive Presentation

Impacts of SF 2472

As part of the Council Communication issued on June 19, 2026, staff provided an update on the impacts of Senate File 2472 (SF 2472). That report included preliminary information about the bill, as understood at the time, and identified alternatives for the City Council to consider regarding the City's development incentive programs, primarily tax abatement and tax increment financing (TIF).

Staff is still awaiting additional details and guidance from the Iowa Department of Management (IDOM). However, following consultation with the Iowa League of Cities, Iowa State University Extension, Bond Counsel, and other Iowa cities, staff believe sufficient information is available for the City Council to provide direction regarding the City's existing incentive programs.

This report focuses on the major areas of concern with SF 2472 and does not address the bill in its entirety. As additional information becomes available through IDOM, staff will follow up with the City Council and provide updated estimates of the financial impact.

This report is divided into three primary sections: City Budget and Property Tax Impacts, Development Incentives, and Summary. Throughout the document, staff have identified strategies for the City Council to consider, which are summarized at the end of the document.

City Budget and Property Tax Impacts

General Fund Growth Limitations

One of the most significant provisions of SF 2472 is the limitation on growth in the City's Combined General Fund Levy. **The bill limits annual revenue collected under this levy to 102% of the previous year's collection in addition to the new valuation from growth as described below. This calculation is no longer dependent on taxable valuation growth, as the previous system under HF 718 used a ratcheting mechanism tied to valuation growth.**

This limitation applies only to the General Fund Levy. Other levies available to the City that are not currently used, but could be used if necessary, include:

- **Iowa Code Section 384.12(3)** - Commonly referred to as the Liability and Property Insurance Levy, this levy is available up to the amount necessary to cover eligible insurance-related expenses.

- **Iowa Code Section 384.6** - The Trust and Agency Levy may be used to pay eligible costs associated with police and fire retirement, FICA and IPERS costs for employees, and other City-related benefits. The levy is limited to the amount necessary to cover eligible expenses.

Costs associated with these purposes are currently paid from the City's General Fund Levy. If the City Council chooses, eligible costs could be shifted to these levies in future years. **However, it should be emphasized that this strategy uses one-time available funding that will be depleted over time. Therefore, continued use of these levies will eventually reduce the City's remaining financial flexibility. Staff believes budget-balancing efforts should be exhausted before relying on these currently untapped resources.**

SF 2472 also places a limitation on the City's transit system by limiting annual transit levy collections to 102% of the previous year's collection, with no new valuation associated revenue.

The bill did not place an additional limitation on the use of the City's debt service levy. That levy remains limited to 5% of the City's total assessed value, or approximately $328 million.

Treatment of New Growth

In addition to the 2% annual growth permitted under the General Fund Levy, SF 2472 provides an additional revenue opportunity for valuation that qualifies as “new valuation.” As currently understood, new valuation includes:

- New construction
- Improvements to property that are more than normal maintenance and repair
- Annexation

Taxable valuation returning to the tax rolls after the expiration of tax abatement, or valuation that was previously captured as TIF and is later released, is not considered “new valuation.” Therefore, this new valuation does not provide additional General Fund Levy revenue authority beyond the 2% limitation.

> ***Strategic implication:*** Because qualifying “new valuation” can increase allowable General Fund revenue, the incentive strategies later in this report focus on preserving first-year taxable valuation where practical while still maintaining tools that support development and redevelopment.

Rollback and Credits/Exemptions

Although previous versions of the bill amended the rollback system, the final bill keeps the current rollback system in place for most property and re-establishes the multi-residential property tax classification.

For FY 2027/28, the multi-residential rollback will be the same as the State calculated residential rollback plus 3%. For FY 2028/29 and all subsequent years, the multi-residential rollback will be the same as the State calculated residential rollback plus 6%.

SF 2472 also eliminated the homestead credit and created a homestead exemption. The exemption equals 10% of the taxable value of the property, with a minimum exemption of $5,500 and a maximum exemption of $20,000. The maximum exemption will be adjusted annually by CPI through a “cumulative adjustment factor” beginning in FY 2028/29. The bill also retains the $6,500 homestead exemption for property owners age 65 and older.

In addition, the State will no longer backfill the Business Property Tax Credit “Two-Tier” rollback system, under which the first $150,000 of commercial and industrial valuation is taxed at the residential rollback. Elimination of this backfill is estimated to reduce State-funded assistance to the City by approximately $400,000 beginning in FY 2027/28.

Other Miscellaneous Information

In addition to the material impacts described above, the following items will need to be considered as the City develops its annual budget:

- **Debt Service for General Operations** - While the City has never used the debt service levy for general operations, SF 2472 eliminates this as a possibility.

- **General Fund Reserve** - Staff is still seeking additional direction from IDOM, but the bill limits the "unassigned general fund reserve" to 35% of budgeted expenditures. It also provides for an obligated funds account that is not included in the calculation. Additional IDOM guidance is still pending to help clarify what this exclusion includes.

- **Taxpayer Statements** - The bill revises the taxpayer statement used in recent years and provides an option for online posting. The Iowa League of Cities and Iowa State Association of Counties are expected to assist with development of the statement, along with IDOM.

Residential Property Tax Calculation Example

The order in which the rollback and exemptions are applied is important when calculating taxable value for residential properties.

On May 20, 2026, the Iowa Department of Revenue issued an informal opinion regarding application of the new homestead tax exemption. The following example reflects the calculation for a home valued at $300,000:

Residential Property Value:	$300,000
Apply rollback (45%):	$135,000 Taxable Value
Apply new homestead exemption:	($13,500)
Apply 65+ exemption (if applicable)	($6,500)
Final Taxable Value:	$115,000

As demonstrated, the calculation must be applied to each property individually, making the impact on the City's overall taxable value difficult to determine. This is particularly important because residential valuation represents roughly 67% of the City's taxable valuation**. Staff intends to continue working with the City Assessor and County Auditor to evaluate the impact on the City's taxable value.**

Development Incentive Programs

Iowa law provides three primary tools that cities may use to encourage development and redevelopment. SF 2472 affects the long-term financial value of these tools differently, particularly because of the bill's treatment of "new valuation."

Iowa Code Chapter 403 - Urban Renewal / Tax Increment Financing

Chapter 403 authorizes cities to undertake urban renewal projects through the collection of Tax Increment Financing (TIF). TIF allows taxes generated from increased valuation within an urban renewal area to support eligible projects and obligations within that area.

Iowa Code Chapter 404 - Urban Revitalization / Tax Abatement

Chapter 404 authorizes cities to exempt property taxes levied on a portion of the increased valuation of qualifying property within a designated urban revitalization area. The exemption schedules vary as noted below.

Iowa Code Chapter 427B - Industrial Tax Exemption

Chapter 427B authorizes cities to exempt increased valuation of qualifying industrial property according to a schedule provided by State law as shown below.

The following sections provide background on each tool, describe the known impacts of SF 2472, and identify strategies for the City Council to consider in order to reduce additional financial pressure on the City.

Iowa Code Chapter 403 - Urban Renewal and TIF

The City of Ames currently has six urban renewal areas:

South Bell Urban Renewal Area

Campustown Urban Renewal Area

ISU Research Park Urban Renewal Area

Barilla Urban Renewal Area

North Dayton Urban Renewal Area

Downtown Reinvestment Urban Renewal Area

To collect TIF in an urban renewal area, the City must establish one or more TIF districts. Each urban renewal area may contain multiple TIF districts. For example, the ISU Research Park and Downtown Reinvestment Urban Renewal Areas currently contains two TIF districts, each of the other urban renewal areas contains one.

Historically, TIF has been one of the City's primary tools for encouraging selected project-specific redevelopment, infrastructure investment, economic development, neighborhood revitalization, and public improvements necessary to facilitate private investment. TIF has been used throughout Iowa to finance public infrastructure, site preparation, utility improvements, streets, developer rebates, and other improvements that support development and redevelopment projects.

A significant traditional benefit of TIF was that, after an obligation was repaid and the increment was released, the full taxable value returned to the overlapping taxing jurisdictions and contributed to future tax-base growth. Under SF 2472, that valuation still returns to the tax rolls, but it is <u>not</u> considered new construction for purposes of calculating allowable General Fund revenue growth. Consequently, the City will continue to receive property tax revenue associated with the released valuation, but the release does not generate additional General Fund Levy authority beyond the 2% limit. This change substantially alters one of the traditional long-term fiscal benefits of TIF districts.

SF 2472 also changes the duration and value of TIF districts. The following reflects the material changes currently understood by staff:

<u>TIF Ordinance Duration</u>

Before SF 2472: No limit for blight remediation; 20 years for commercial/industrial and LMI housing developments; and 10 years for market-rate housing.

After SF 2472: TIF ordinances adopted after May 18, 2026, are limited to 23 years from the calendar year following the calendar year in which the City certifies indebtedness.

Perpetual TIF ordinances adopted before May 18, 2026, are granted 20 years from May 18, 2026, or 20 years from the first certification if indebtedness has not yet been certified. Additionally, for perpetual TIF districts, after 20 years, the City can collect 60% of TIF revenues, but the calculation will no longer include the $5.40 school foundation levy in the TIF rate.

TIF Rate

Before SF 2472: The TIF rate included nearly all tax levies for property-tax-supported entities except debt service, PPEL, and certain other smaller school levies.

After SF 2472: If a TIF ordinance is adopted before January 1, 2027, the calculation remains the same. **If adopted on or after January 1, 2027, the school foundation levy is removed from the calculation unless approved by the school district. This change has a significant impact on this incentive since the school foundation levy represents approximately 25% of the City's TIF rate of roughly $21.**

LMI Requirement

Before SF 2472: TIF used to support market-rate housing projects was required to set aside funding for low-to-moderate-income (LMI) projects. In Ames, the set-aside was roughly 50% of the total TIF collection.

After SF 2472: Market-rate housing projects are considered economic development and are no longer subject to the LMI set-aside requirement, with a 23-year limit on collections. TIF used for housing projects remains limited to the cost public infrastructure.

Strategy 1 - Targeted New URA and TIF Ordinances Before January 1, 2027

To preserve automatic inclusion of the school foundation levy in the TIF rate, the City Council could adopt TIF ordinances before January 1, 2027, in targeted areas where future growth is reasonably anticipated, rather than waiting until a specific project is ready. This approach would require a forward-looking review of potential development areas and timely Council action to maximize potential benefits. In

order to accomplish this strategy, the Council will need to review new or revised Urban Renewal Plans by October 2026.

Based upon Ames Plan 2040 designations and known Council priorities, staff believe the following new or expanded Urban Renewal Areas with TIF District should be considered before January 1, 2027:

- Expand Downtown URA from Kellogg to S Duff, include proposed CityLight area north of 6th Street. Include Redirection Area for 6th and Northwestern.
- Expand Campustown URA to coincide with planned redevelopment areas.
- Create East Industrial/Prairie View Industrial URA
- Expand ISU Research Park URA to include all areas of Research Park and abutting vacant land within the City
- Create URA for commercial and industrial land at 570th and E 13th Street

Create new residential URAs for housing development incentives, e.g. The Bluffs, Greenbriar, Hayden's Preserve, Ontario/Scholl.

It should be noted that the adoption of a TIF ordinance related to the designation of an Urban Renewal area does not obligate the City to approve future incentives. The action taking place prior to January 1, 2027 merely preserves the maximum TIF incentive should the Council choose to offer it.

Strategy 2 - Limit First/Second-Year TIF Collection

When qualifying new construction first appears on the assessment rolls, the City could limit or defer TIF collection during the first year (and second year, if partial year valuation involved) so the valuation may be recognized as "new valuation" for General Fund Levy purposes. TIF collection could then be increased in subsequent years to the amount necessary to meet the City's obligation.

For large scale projects with phased development, each phase will need to be on distinctly separate lots. Each phase will also need to be in a distinctly separate TIF district.

Iowa Code Chapter 404 - Urban Revitalization

The City currently has several urban revitalization areas intended to encourage housing investment, reinvestment, redevelopment, historic preservation, and economic activity in targeted areas of the community. In addition, the City Council adopted a City-wide Ownership Housing program in 2024.

SF 2472 did not make material changes to the Chapter 404 incentive authority itself. However, the bill's treatment of "new valuation" is likely to place additional pressure on the City's General Fund Levy if existing programs continue to fully exempt qualifying valuation in the first year it appears on the tax rolls.

City-wide Ownership Housing Tax Abatement Program

The City-wide Ownership Housing Tax Abatement Program is administered through a city-wide Urban Revitalization Area adopted by the City Council in 2024. The program was established to encourage new owner-occupied housing construction throughout Ames and to support housing goals identified in Ames Plan 2040.

The program is currently scheduled to run through the end of 2028. Under the existing program, homes for which building permits are issued before December 31, 2027 and that are completed before December 31, 2028 are eligible for partial property tax abatement on the first $500,000 of improvement value.

Eligible projects generally include new single-family homes, townhomes, condominiums, accessory dwelling units, and two-family homes that satisfy the requirements established in the Urban Revitalization Plan for owner-occupied housing.

The current exemption schedule is:

Year 1 - 100%
Year 2 - 80%
Year 3 - 60%
Year 4 - 40%
Year 5 - 20%

Since creation of the program, the number of building permits issued has not changed substantially

2023 - 61 permits (pre-incentive)
2024 - 59 permits, 24 approved for the abatement (7 months of incentives)

- Average value of claimed abatement (full and partials) was $471,000 when accounting for $500k limit, actual average home value would be higher than the qualifying abatement amount.

2025 - 68 permits, 52 approved for the abatement (full year of incentives)

- Average value of claimed abatement was $421,000 (full and partials) when accounting for $500k limit, actual average home value would be higher than the qualifying abatement amount.

This difference reflects construction timing and the fact that not all newly constructed homes meet the requirement to serve as the property owner's primary residence (rental units don't qualify).

This permit data does not show a notable increase in owner-occupied construction activity following adoption of the program. It is more likely that mortgage rate reductions are more important than a partial tax abatement incentive in stimulating new housing demand. In addition, at the time of the City Council's recent housing development discussions it was noted by the local developers that the abatement was not increasing construction of new ownership housing.

Because of this, the City Council has chosen to offer TIF and other City incentives to developers in lieu of a home buyer tax abatement incentive for ownership housing. As a result, changes to the program are necessary to ensure consistency with the previously agreed upon incentives.

It should also be noted that if the current schedule remains unchanged, the City would not realize any qualifying "new valuation" from properties receiving the 100% first-year exemption.

Strategy 3 - Phase Out City-wide Ownership Housing Tax Abatement

Staff recommends ending the broad City-wide Ownership Housing Tax Abatement Program. To provide adequate notice and transition time, staff recommends limiting eligibility to homes for which the lot was final platted by August 1, 2026, a permit is issued by December 31, 2026, construction is completed by December 31, 2027, and the home is the primary residence of the owner by January 31, 2028.

It should be noted that under this recommendation the following subdivisions which will receive other housing development incentives from the City or platted after August 1st will not be eligible for the City-wide Ownership Housing Tax Abatement incentive: Greenbriar, Auburn Trail, Hayden's Preserve, Domani 3rd Addition, Scholl/Ontario, Ansley Future Addition, Bluffs at Dankbar Farms Future Additions, North Sunset Ridge Future Additions.

Other Urban Revitalization Programs

The City operates several other urban revitalization programs that provide exemptions for increased valuation in targeted areas. These include: Downtown, Campustown, North Sheldon, and other individual commercial sites identified by the City Council for tax abatement incentives.

In general, in these areas improvements must increase the assessed value of a property by at least 5% to qualify for tax abatement. Applications are administered by the Planning and Housing Department and are reviewed by the City Council and City Assessor as part of the verification process.

Property owners generally may select from one of the following exemption schedules:

	3 year	**5 Year**	**10 year**
Year 1	100%	100%	80%
Year 2	100%	80%	70%
Year 3	100%	60%	60%
Year 4	N/A	40%	50%
Year 5	N/A	20%	40%
Year 6	N/A	N/A	40%
Year 7	N/A	N/A	30%
Year 8	N/A	N/A	30%
Year 9	N/A	N/A	20%
Year 10	N/A	N/A	20%

The following urban revitalization areas are currently accepting applications:

Downtown Urban Revitalization Area

The Downtown Urban Revitalization Area, created in 2001, is intended to encourage rehabilitation and reinvestment in Downtown projects through building improvements and redevelopment. The program focuses on improving facades, promoting occupancy of vacant buildings, encouraging retail and commercial activity, preserving historic building character, and supporting continued investment in the Downtown district.

Eligible projects must increase property valuation by at least 5% and satisfy design, occupancy, and use requirements established by the City. The program also requires compliance with the Downtown Design Guidelines. It was established in conjunction with the Downtown Facade Program, and its criteria were recently adjusted to apply to a broader range of project types, including residential mixed-use projects. The tax-abatement component has been used infrequently because rehabilitation work does not always result in a qualifying increase in assessed value.

Campustown Urban Revitalization Area

The Campustown Urban Revitalization Area, also created in 2001 and subsequently amended, is intended to encourage redevelopment of underutilized and blighted properties, support mixed-use development, increase structured parking, improve urban design, and strengthen the commercial core serving Iowa State University and surrounding neighborhoods. Projects may qualify through redevelopment of blighted properties, construction of mixed-use projects with structured parking, or adaptive reuse of older buildings. Additional design standards encourage pedestrian-oriented development, high-quality building materials, commercial activity, and compatibility with the Campustown district.

This program supported a number of student-housing projects in the prior decade but has not recently been used for new development. The Cranford Apartment building at the corner of Lincoln Way and Stanton is currently benefiting from approximately $300,000 of abatement value attributed to rehabilitation of the historic building improvements.

North Sheldon Urban Revitalization Area

The North Sheldon Urban Revitalization Area, created in 2006, is intended to encourage preservation and rehabilitation of historically significant residential structures. Eligible projects generally require retention of a substantial portion of the existing structure and preservation or restoration of original architectural materials and design features. The program has not been used.

Other Urban Revitalization Areas and Policy

The City has two small urban revitalization areas within existing HOC-zoned areas of SE 16th Street and SE 5th Street. Furniture Mart on SE 5th Street is currently benefiting from a five-year tax-abatement schedule. There are no other lots available for development in the SE 5th Street area.

The former Deery auto dealership development on SE 16th Street includes five properties eligible for a three-year, 100% tax-abatement schedule. This area includes the recently completed Olive Garden. One additional lot is planned for development of a McDonald’s. A development agreement is in place for the Urban Revitalization Area and also applies to development in this area. Olive Garden is expected to apply for tax abatement in January 2027.

The City also has a commercial and vacant land policy for considering establishment of new urban revitalization areas. The policy is limited to HOC-zoned land and focuses on brownfields, land vacant for seven years or more, and development complicated by City wellhead-protection and stormwater requirements, among other factors. The policy has not been used to incentivize a project since 2015, when the Squeaky Clean laundromat building on Lincoln Way was approved. Because this is currently only a policy, no project is eligible for tax abatement unless the City Council creates a new urban revitalization area. Staff currently inform developers of the policy as an alternative when a project appears to meet the policy requirements.

Strategy 4 - Redesign Other Chapter 404 Urban Revitalization Programs

Modify the City's existing Chapter 404 tax-abatement schedules so that qualifying improvements receive 0% abatement in Year 1. This would allow the City to recognize the full first-year valuation before providing an abatement benefit in later years.

Iowa Code Chapter 427B - Industrial Tax Abatement Program

Iowa Code Chapter 427B allows cities to create industrial tax-abatement programs. This authority is separate from the City's Chapter 404 urban revitalization programs and is intended to encourage investment in industrial, manufacturing, research and development, warehouse, distribution, and technology-related facilities. The program applies citywide regardless of zoning. It applies to a limited set of eligible uses, is generally based on completion of improvements within one year and may apply to longer buildouts if approved by the City Council.

The City currently offers a five-year declining schedule on the value added by qualified improvements:

Year 1 - 75%
Year 2 - 60%
Year 3 - 45%
Year 4 - 30%
Year 5 - 15%

The purpose of the program is to reduce the initial tax burden associated with significant capital investments, encourage business expansion, support job creation, promote research and innovation, and enhance Ames' competitiveness for industrial and technology-related development projects. Most communities in Iowa use this program.

As with the other abatement programs described above, abated "new valuation" does not support additional CGFL growth. The City Council therefore must weigh the competitive value and policy results of the incentive against the opportunity to recognize qualifying first-year new valuation.

It should be noted that at the direction of the City Council, the City could establish a Chapter 404 – tax abatement incentive program using the following schedule:

Year 1 - 0%
Year 2 - 70%
Year 3 - 60%
Year 4 - 50%
Year 5 - 40%

This schedule would provide a complete abatement incentive of just slightly less than the existing schedule noted above.

Strategy 5 - Modify or Restructure the Industrial Tax Abatement Program
Consider limiting the first-year benefit under the industrial program, replacing Chapter 427B with a Chapter 404 structure that provides no first-year abatement but a similar overall incentive.

Summary and Recommendations

SF 2472 significantly reduces the City's financial flexibility and places greater importance on realizing taxable value that qualifies as "new valuation." The City's existing development incentive programs remain useful policy tools, but their current structure can prevent first-year valuation from contributing to allowable CGFL growth. The strategies below are intended to preserve development flexibility while reducing the long-term General Fund impact of the City's incentive programs.

For Council discussion and direction, the five strategies identified throughout this report are summarized below:

Strategy 1 - Targeted TIF Ordinances Before January 1, 2027

Adopt TIF ordinances before January 1, 2027 in targeted areas where future development is reasonably anticipated. Doing so preserves automatic inclusion of the school foundation levy and provides the City with greater flexibility when considering future TIF-supported development incentives.

As noted above, the adoption of a TIF ordinance related to the designation of an Urban Renewal area does not obligate the City to approve future incentives. The action taking place prior to January 1, 2027 merely preserves the maximum TIF incentive should the Council choose to offer it.

Strategy 2 - Limit First/Second-Year TIF Collection

Limit or defer TIF collection in the first year (and second year if partial year involved) qualifying construction appears on the assessment rolls so that the valuation may first be recognized as "new valuation" for CGFL purposes. Increase TIF collection in later years as needed to satisfy the related obligation.

Strategy 3 - Phase Out Citywide Ownership Housing Tax Abatement

End the broad Citywide Ownership Housing Tax Abatement Program because permit data does not show a substantial increase in owner-occupied construction and the current 100% first-year exemption prevents recognition of new valuation. Staff recommends limiting eligibility to homes for which the lot was final platted by August 1, 2026, a permit is issued by December 31, 2026, construction is completed by December 31, 2027, and the home is the primary residence of the owner by January 31, 2028.

Strategy 4 - Redesign Other Chapter 404 Urban Revitalization Programs

Modify the City's existing Chapter 404 Urban Revitalization tax-abatement schedules so that qualifying improvements receive 0% abatement in Year 1. This would allow the City to recognize the full first-year valuation before providing an abatement benefit in later years.

Strategy 5 - Modify or Restructure the Industrial Tax Abatement Program

Consider limiting the first-year benefit under the industrial program, replacing Chapter 427B with a Chapter 404 structure that provides no first-year abatement but a similar overall incentive.

Implementation Timing and Next Steps

If the City Council chooses to implement any of these strategies, timing will be important. The most immediate decision is whether to establish any additional TIF districts before January 1, 2027 in order to preserve inclusion of the school foundation levy in the TIF rate.

Also, amendments to the City's tax-abatement programs should occur immediately to also provide adequate notice to property owners and developers so projects currently under consideration have a reasonable opportunity to meet any transition, permit, construction, or program requirements established by the City Council.

Staff will continue to monitor IDOM guidance and work with the City Assessor, County Auditor, Bond Counsel, and other resources to refine the estimated impacts of SF 2472 and return to the City Council as additional implementation details become available.

PROPERTY TAX AND DEVELOPMENT INCENTIVES UPDATE

City Council August 25, 2026

Presentation Outline

- Urban Renewal/Tax Increment Financing (TIF)
- Urban Revitalization/Tax Abatement
- Senate File SF2472/Property Tax Impact
- Strategy for Urban Renewal/TIF
- Strategy for Urban Revitalization/Tax Abatement
- Next Steps/Direction

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Urban Renewal (TIF) – Iowa Code Ch. 403

UR Plans can designate the UR Area as appropriate for one or more purposes:

- **Blight/Slum Remediation**

- **Economic Development**
  - Infrastructure to support residential development
  - Commercial development
  - Industrial development

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Urban Renewal Plan Adoption



Plan drafted

Two City Council meetings, including a public hearing

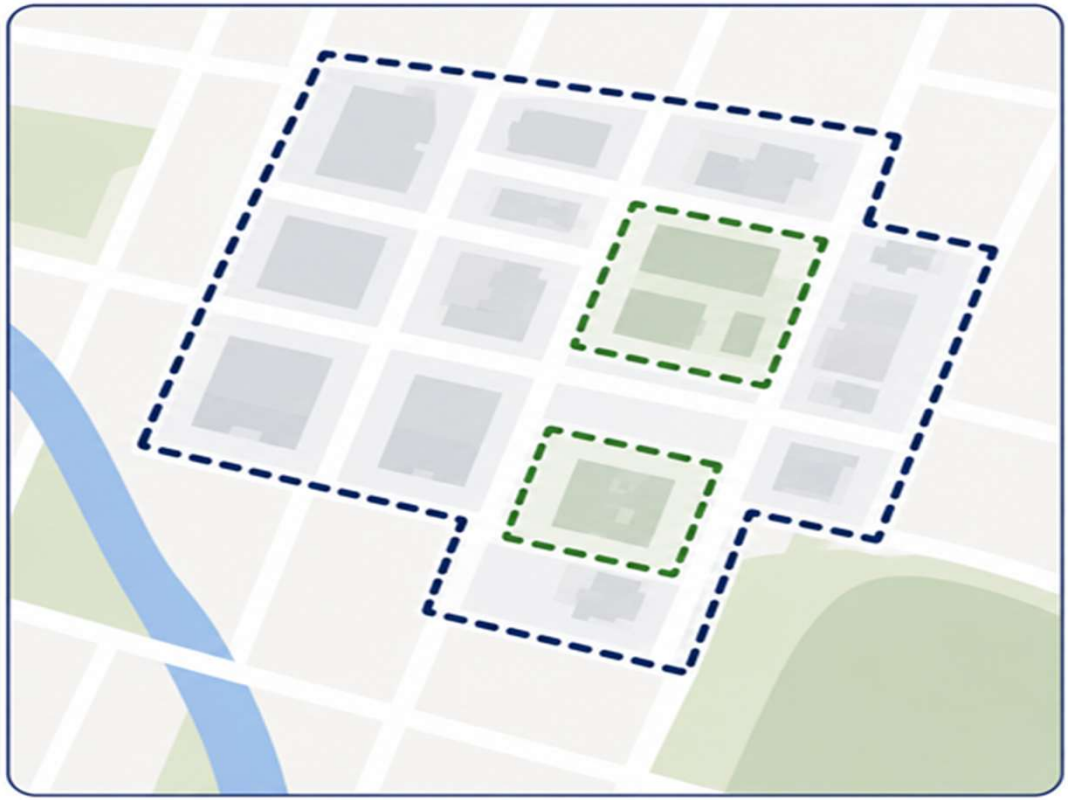
Consultation with "Affected Taxing Entities" (County & School)
P&Z recommend conformity with Comprehensive Plan

Plan approved by Resolution after public hearing

TIF District established separately, by Ordinance

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Tax Increment Financing in Iowa



1 Step 1: Establish an Urban Renewal Area

The City establishes an urban renewal area and may create one or more TIF districts within that area.

- The City identifies and establishes an urban renewal area.
- One or more TIF districts may then be created within that urban renewal area.
- The TIF district is the area where tax increment is captured. Increment can only be used in this URA.

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Tax Increment Financing in Iowa

Base Taxable Value



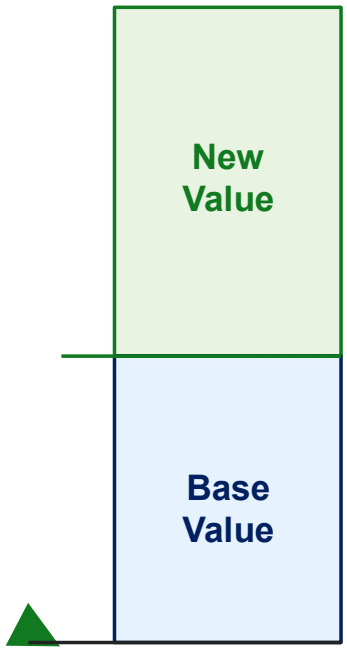
2 Step 2: Freeze the Base Value

Property taxes generated from the original taxable value continue to flow to all taxing bodies.

- The original taxable value is established as the “base taxable value.”
- This base value is frozen and does not increase over time.
- Property taxes generated from this base value continue to flow to all taxing bodies just as they did before the TIF was created.

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Tax Increment Financing in Iowa





3 Step 3: Increase in Value

Property value increases from the base value to a new, higher taxable value.

- As development occurs, the property's value increases.
- The base value remains identified and does not change.
- The increase above the base value creates the tax increment.

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Tax Increment Financing in Iowa

Tax Increment

(on increase in value)

→



Eligible Urban Renewal / Economic Development Costs

Base Taxes

(on base value)

→



City, County, School, and Other Taxing Bodies

4 Step 4: Capture the Increment

The taxes on the increase in value (the increment) may be used to help pay eligible project costs.

The tax increment (from the increase in value) can be used to support eligible urban renewal or economic development costs (rebate, infrastructure)

Base taxes on the original value continue to be paid to the City, County, School District, and other taxing bodies as before.

TIF does not create a new tax rate, it redirects taxes from increased property value within the TIF district for authorized purposes.

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How to Compute TIF

New Value After Improvements	$2,000,000
Less: Frozen Base Value	$ 50,000
Incremental Value	$1,950,000

Combined Tax Levy FY 2025/26	$30.58 per $1,000
Less: Debt Service Levies (All 3 taxing entities) & School PPEL & ISPL, etc. (physical plant and equipment levy) (instructional support levy)	$ 9.66 per $1,000
Net TIF Levy	**$20.92 per $1,000**

Incremental Value x Net TIF Levy = Tax Increment

$1,950,000 x $20.92/$1,000 = $40,824 Tax Increment per year

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How to Compute TIF (after SF 2472)

New Value After Improvements	$2,000,000
Less: Frozen Base Value	$ 50,000
Incremental Value	$1,950,000

Combined Tax Levy	$30.58 per $1,000
Less: Debt Service Levies (All 3 taxing entities) & School PPEL & ISPL, etc. (physical plant and equipment levy) (instructional support levy)	$ 9.66 per $1,000
School Foundation Levy	$ 5.40 per $1,000
Net TIF Levy	**$15.52 per $1,000**

Incremental Value x Net TIF Levy = Tax Increment

$1,950,000 x $15.52/$1,000 = $30,264 Tax Increment per year

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City of Ames

Net Taxable Valuation		3,656,669,644	
TIF Valuation		22,973,002	
Total Valuation (w/TIF)		3,679,642,646	
General Fund	$	6.39	$ 23,357,306.45
Transit		0.5991	2,190,601
Debt Service		3.3177	12,207,803
Total	$	10.3043	37,755,711

Lost City Rev

Story County

Net Taxable Valuation		6,086,765,431	
TIF Valuation		286,902,528	
Total Valuation (w/TIF)		6,373,667,959	
General Basic	$	3.5000	$ 21,303,679.01
General Supplemental		0.3500	2,130,368
Debt Service		0.1818	1,158,988
Total	$	4.0318	24,593,035

Ames School District

Net Taxable Valuation		3,304,286,102	
TIF Valuation		29,528,905	
Total Valuation (w/TIF)		3,333,815,007	
Uniform Levy Rate	$	5.40	$ 17,843,144.95
Additional Levy Rate		1.9420	6,416,924
Instructional Support Levy Rate		0.4400	1,466,845
Management Levy Rate		0.5577	1,842,701
Voter Approved PPEL Rate		1.3400	4,467,312
Regular PPEL Rate		0.3300	1,100,159
Debt Services Levy Rate		4.0481	13,495,750
Total	$	14.0578	46,632,836

Removed from TIF Rate Under SF 2472

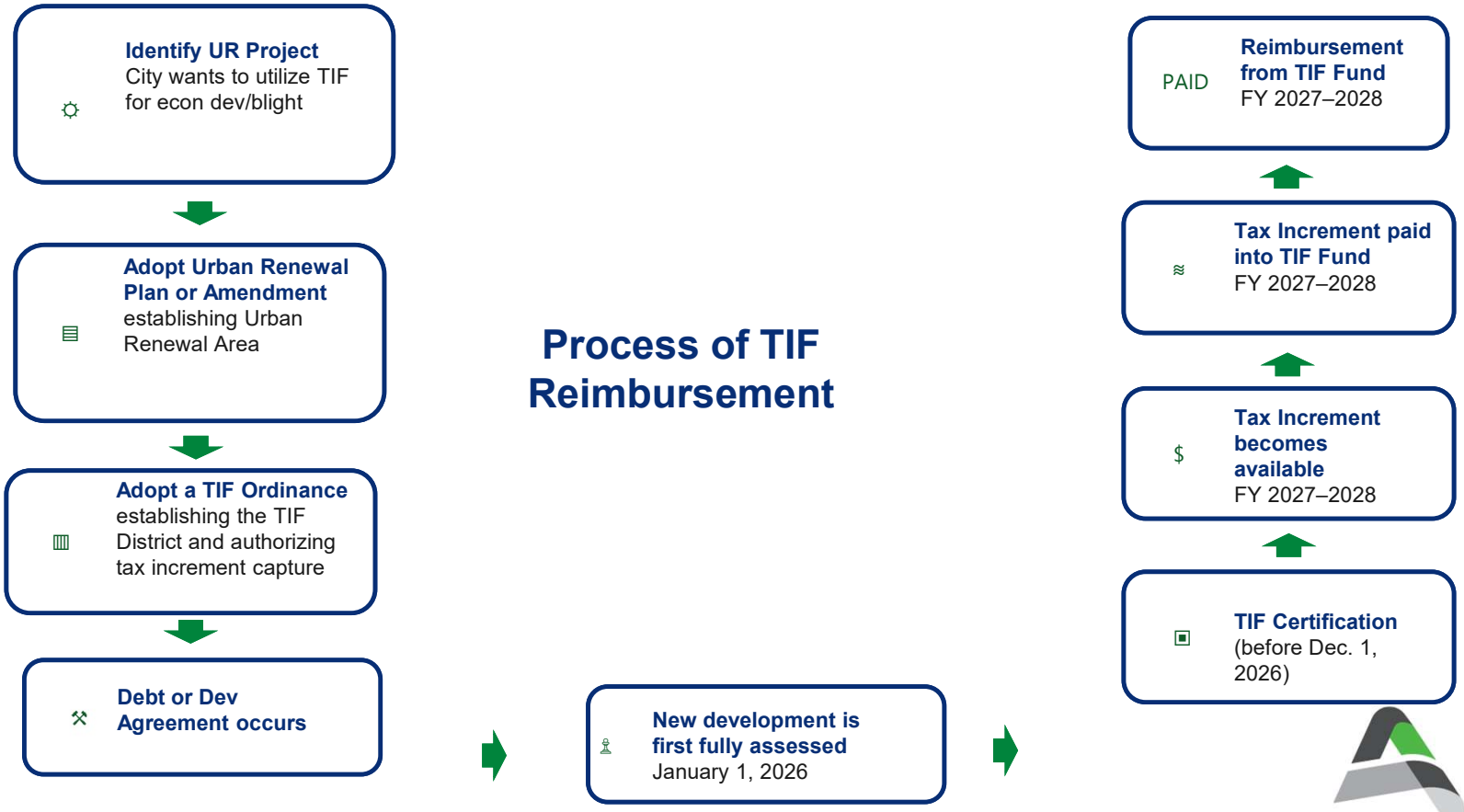
Others

DMACC		0.7805	49,076,634
AG Extension		0.1125	685,000
Assessor		0.3005	1,100,000
Story County Hospital		0.9950	6,056,332
Total	$	2.1885	56,917,966

Yellow = Not Included in TIF Rate

Consolidated Levy Rate	**$**	**30.58**	**165,899,547**

TIF Process



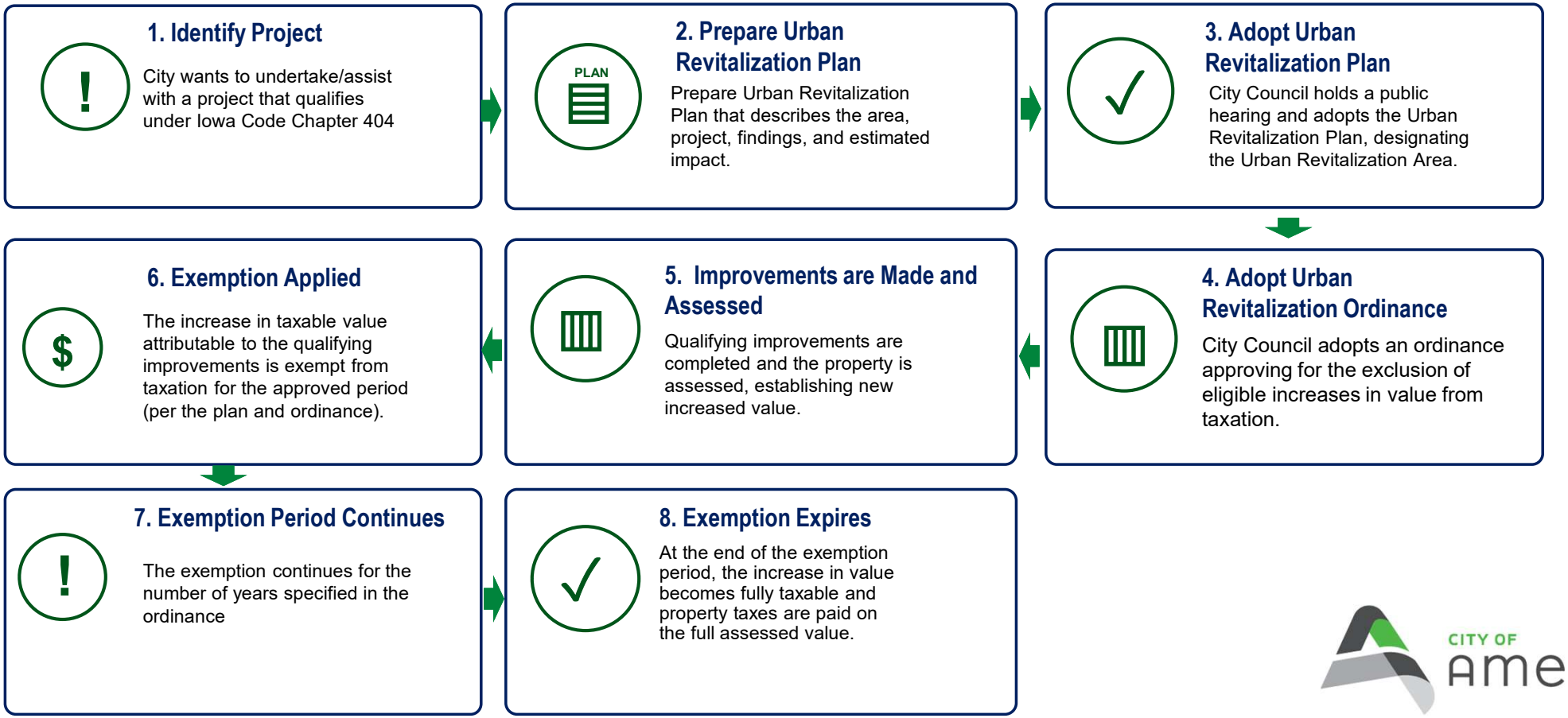
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Urban Revitalization (Tax Abatement) - Iowa Code Ch. 404

$ Urban Revitalization temporarily exempts some or all of the new taxable value created by qualifying improvements.

H **Housing development**	Single-family, multifamily, and related residential improvements.
C **Commercial / industrial**	New construction, expansion, rehabilitation, or redevelopment.
B **Blight or slum remediation**	Improvement of deteriorated, obsolete, unsafe, or underused properties.
★ **Historic preservation**	Restoration or preservation of buildings with historic or architectural significance.

Urban Revitalization - Process



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Current Abatement Schedules

	3 year	5 Year	10 year
Year 1	100%	100%	80%
Year 2	100%	80%	70%
Year 3	100%	60%	60%
Year 4	N/A	40%	50%
Year 5	N/A	20%	40%
Year 6	N/A	N/A	40%
Year 7	N/A	N/A	30%
Year 8	N/A	N/A	30%
Year 9	N/A	N/A	20%
Year 10	N/A	N/A	20%

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Commercial Example Assumptions

New Taxable Value After Improvements:	$2,000,000
Less Existing Taxable Value:	$50,000
Incremental Value Eligible for Abatement:	**$1,950,000**
Combined Tax Levy:	$30.58 per $1,000
Full Annual Tax on Increment:	**$59,631**

Estimated Annual Tax Abatement by Schedule

Year	3-Year %	3-Year $	5-Year %	5-Year $	10-Year %	10-Year $
Year 1	100%	$59,631	100%	$59,631	80%	$47,705
Year 2	100%	$59,631	80%	$47,705	70%	$41,742
Year 3	100%	$59,631	60%	$35,779	60%	$35,779
Year 4	—		40%	$23,852	50%	$29,816
Year 5	—		20%	$11,926	40%	$23,852
Year 6	—		—		40%	$23,852
Year 7	—		—		30%	$17,889
Year 8	—		—		30%	$17,889
Year 9	—		—		20%	$11,926
Year 10	—		—		20%	$11,926

= **Total 3-Year Abatement:** **$178,893 (100%)**

= **Total 5-Year Abatement:** **$178,893 (60%)**

= **Total 10-Year Abatement:** **$262,376 (44%)**

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Industrial Tax Abatement – Iowa Code Chapter 427b

- Provides a partial property tax exemption on the actual value added by qualifying industrial improvements.
- The existing base value remains taxable; the exemption applies only to new value created by the project.
- Because the value is exempt, taxes are reduced for all affected taxing bodies during the exemption period.

Industrial real estate

Research-service facilities

Warehouses / distribution centers

Standard 5-Year Exemption Schedule

Percentage of actual value added exempt from property taxation

Year 1	75%
Year 2	60%
Year 3	45%
Year 4	30%
Year 5	15%

Exemption is applied City wide for qualifying projects, does not require an area or district. Incentive is not project specific, no City Council discretion.

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Example Assumptions

New Taxable Value After Improvements:	$2,000,000
Less Existing Taxable Value:	$50,000
Actual Value Added Eligible for Abatement:	**$1,950,000**
Combined Tax Levy:	$30.58 per $1,000
Full Annual Tax on Added Value:	**$59,631**

Estimated Annual Tax Abatement by Statutory 5-Year Schedule

Year	Exemption %	Estimated Abatement $	Taxable Portion %
Year 1	75%	$44,723	25%
Year 2	60%	$35,779	40%
Year 3	45%	$26,834	55%
Year 4	30%	$17,889	70%
Year 5	15%	$8,945	85%

= **Total 5-Year Abatement: $134,170 (45%)**

Senate File 2472

- On May 18, 2026 the Governor signed Senate File 2472 (SF 2472)
- Sweeping property tax reform bill with impacts on property valuation, tax collection development incentives, and more.

City Budgets and Property Tax Impacts

- SF 2472 limits revenue collected under the General Fund levy to 102% of previous years collection + "New Valuation."
- No longer based on taxable valuation growth.

Other Levies

- No impact to
  - Liability/Property Insurance Levy (384.12(3))
  - Trust/Agency (384.6) (all amount necessary)
    - Police/Fire Retirement
    - FICA/IPERS
    - Other city-related benefits
  - Debt Service (5% of total assessed value)

Transity Levy

- Limits collection to 102% of previous year's collection
- No additional revenue collection from "new valuation"

"New Valuation"

- New valuation is:
  - New Construction
  - Annexation
  - Improvements that exceed normal maintenance/repair
- Value coming out of tax abatement or released from TIF are NO LONGER considered new valuation

Rollback & Valuation

- The rollback system remains in place, as it has been in the past (approximately 45% in FY 2026/27)
- New multi-residential rollback
  - FY 2027/28 – State calculated rollback + 3%
  - FY 2028/29+ – State calculated rollback + 6%

Elimination of State Backfill

- No backfill of the Business Property Tax Credit
  - Two-tiered system – commercial and industrial taxed at the residential rollback rate on first $150k of value
- Beginning in FY 2027/28 – Reduction in state-funded assistance of approximately $400,000

Homestead Credit/Exemption

- Eliminated the homestead credit
- Created homestead exemption
  - 10% of taxable value
  - Minimum of $5,500 / Maximum of $20,000
  - Beginning in FY 2028/29 adjusted by “cumulative adjustment factor”
- Retains $6,500 65+ homestead exemption

Residential Property Tax Calc Example

Residential Property Value:	$300,000
Apply rollback (45%):	$135,000
Apply new homestead exemption:	($ 13,500)
Apply 65+ exemption(if applicable):	($ 6,500)
Final Taxable Value:	**$115,000**

Other Changes

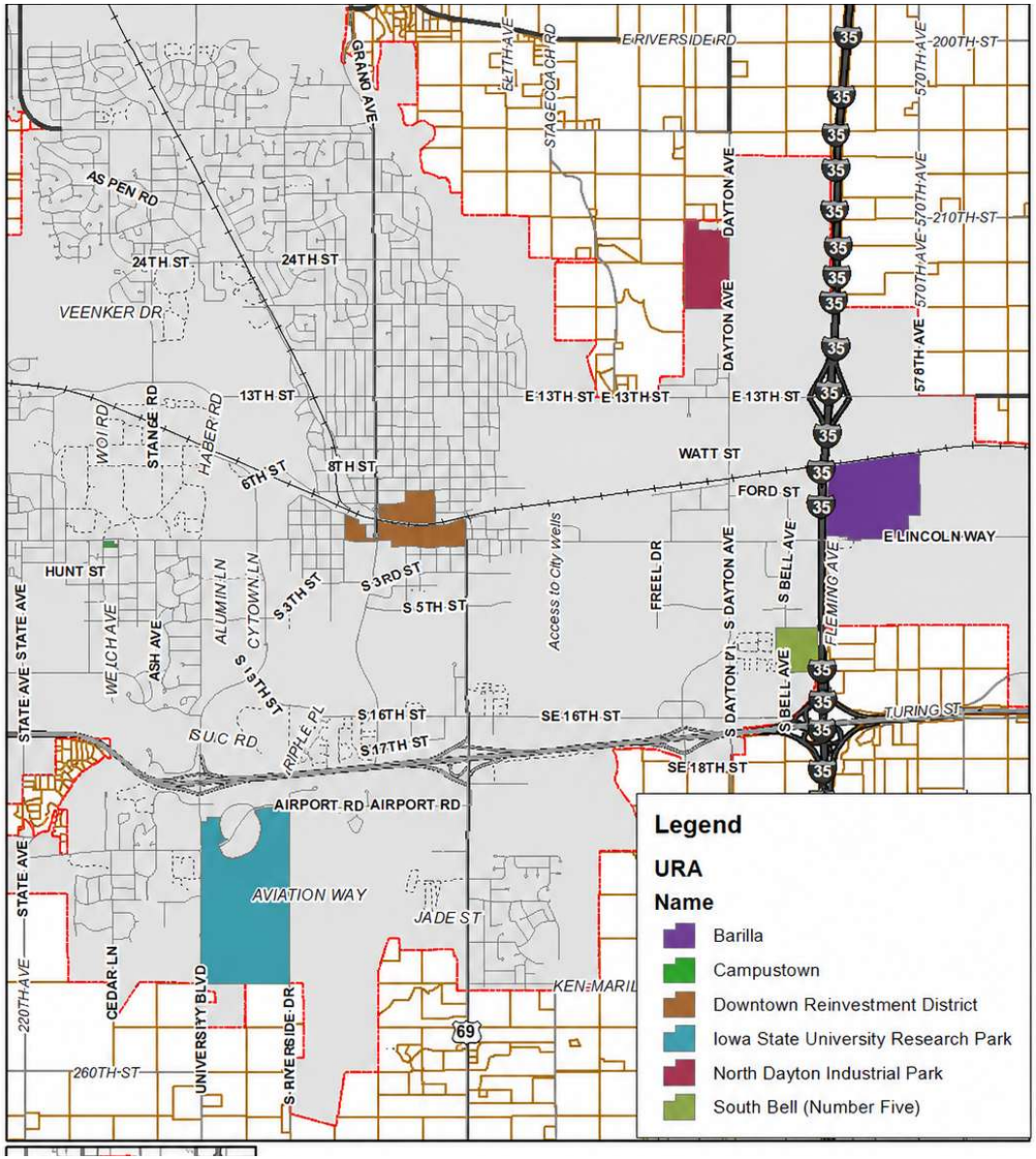
- Eliminates utilization of the debt service levy to fund operations
- Creates a GF "unassigned general fund reserve" limit of 35% less obligated funds
- Revises taxpayer statements – can now be posted online instead of mailed (Story County Auditor)

Development Incentives

- Three primary incentive programs:
  - **Iowa Code Chapter 403 - Urban Renewal / Tax Increment Financing**
  - **Iowa Code Chapter 404 - Urban Revitalization / Tax Abatement**
  - **Iowa Code Chapter 427B - Industrial Tax Exemption**

Urban Renewal/TIF

- Six UR Areas:
  - South Bell Urban Renewal Area
  - Campustown Urban Renewal Area
  - ISU Research Park Urban Renewal Area
  - Barilla Urban Renewal Area
  - North Dayton Urban Renewal Area
  - Downtown Reinvestment Urban Renewal Area


E RIVERSIDE RD
GRAND AVE
STAGECOACH RD
E 7TH AVE
570TH AVE
200TH ST
AS PEN RD
24TH ST
VEENKER DR
DAYTON AVE
210TH ST
578TH AVE
13TH ST
E 13TH ST
WOI RD
STANGE RD
HABER RD
6TH ST
8TH ST
WATT ST
FORD ST
E LINCOLN WAY
HUNT ST
S 3RD ST
S 5TH ST
Access to City Wells
FREEL DR
S DAYTON AVE
S BELL AVE
FLEMING AVE
STATE AVE
WELCH AVE
ASH AVE
ALUMIN LN
CYTOWN LN
S 13TH ST
S 16TH ST
SE 16TH ST
TURING ST
S 17TH ST
SE 18TH ST
RIPPLE PL
AIRPORT RD
AVIATION WAY
JADE ST
220TH AVE
CEDAR LN
UNIVERSITY BLVD
S RIVERSIDE DR
260TH ST
69
Legend
URA
Name
Barilla
Campustown
Downtown Reinvestment District
Iowa State University Research Park
North Dayton Industrial Park
South Bell (Number Five)

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TIF in Ames

- TIF Utilization has been focused on
  - Econ Development Incentives (rebates)
  - Public Improvements to facilitate private development
  - Neighborhood revitalization

Historical benefit of TIF?

- Following repayment of obligations – funding returned to the tax rolls, lowering overall tax rate/impact to existing properties
- SF 2472 – Valuation released from TIF obligation does not count towards "new valuation"
  - No additional revenue benefit for GF

TIF Changes - Duration

- **Before SF 2472:** No limit for blight remediation; 20 years for commercial/industrial and LMI housing developments; and 10 years for market-rate housing.

TIF Changes - Duration

- **After SF 2472:** TIF ordinances adopted after May 18, 2026 are limited to 23 years from the calendar year following the calendar year in which the City certifies indebtedness.
- 20-year TIF districts adopted before May 18, 2026 have no change to duration.
- Perpetual TIF ordinances adopted before May 18, 2026 are granted 20 years from May 18, 2026, or 20 years from the first certification if indebtedness has not yet been certified. Additionally, for perpetual TIF districts, after 20 years, the City can collect 60% of TIF revenues, but the calculation will no longer include the $5.40 school foundation levy in the TIF rate.

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TIF Changes – TIF Rate

- **Before SF 2472:** The TIF rate included nearly all tax levies for property-tax-supported entities except debt service, PPEL, and certain other smaller school levies.

TIF Changes – TIF Rate

- **After SF 2472:** If a TIF ordinance is adopted before January 1, 2027, the calculation remains the same.
- If adopted on or after January 1, 2027, the school foundation levy ($5.40) is removed from the calculation unless approved by the school district. This change has a significant impact on this incentive since the school foundation levy represents approximately 25% of the City's TIF rate of roughly $21.

TIF Changes – LMI Requirement

- **Before SF 2472:** TIF used to support market-rate housing projects was required to set aside funding for low-to-moderate-income (LMI) projects. In Ames, the set-aside was roughly 50% of the total TIF collection.

TIF Changes – LMI Requirement

- **After SF 2472:** Market-rate housing projects are considered economic development and are no longer subject to the LMI set-aside requirement, with a 23-year limit on collections. TIF used for housing projects remains limited to the cost public infrastructure.

TIF Strategies - #1

- To preserve automatic inclusion of the school foundation levy in the TIF rate, adopt TIF ordinances before January 1, 2027
- Proactively identify targeted areas where future growth is reasonably anticipated to occur, rather than waiting until a specific project is ready.
- To meet timing requirements – begin proactive strategy by October, 2026.
- This strategy does not obligate the City to utilize TIF for the support of any projects or development incentives in these targeted areas, unless authorized individually by the City Council in the future.

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TIF Strategies - #1

Potential Urban Renewal/TIF Districts:

- Expand Downtown URA from Kellogg to S Duff, include proposed CityLight area north of 6th Street. Include Redirection Area for 6th and Northwestern.
- Expand Campustown URA (possibly match existing tax abatement areas) to coincide with planned redevelopment areas.
- Create East Industrial/Prairie View Industrial URA
- Expand ISU Research Park URA to include all areas of Research Park and abutting vacant land within the City
- Create URA for commercial and industrial land at 570th and E 13th Street
- Create new residential URAs for housing development incentives, e.g. The Bluffs, Greenbriar, Hayden's Preserve, Ontario/Scholl, as previously discussed with the City Council.

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TIF Strategies - #2

- Limit or defer TIF collection during the first or second year (if partial year involved) so the valuation may be recognized as "new valuation" for General Fund Levy purposes.
- TIF collection (for debt service/developer rebate) could then be increased in subsequent years to the amount necessary to meet the City's obligation.
- For large scale projects with phased development, each phase will need to be on distinctly separate lots. Each phase will also need to be in a distinctly separate TIF district.

Urban Revitalization – Tax Abatement

- Programs include:
  - Citywide Ownership Housing Tax Abatement
  - Several Other Urban Revitalization Areas
- SF 2472 – Valuation coming off Tax Abatement does not count towards "new valuation"
  - No additional revenue benefit for GF

Ownership Housing Tax Abatement

- Created in 2024
- Scheduled to run through end of 2028
  - Building permits issued before 12/31/2027
  - Construction completed before 12/31/2028
- Property Tax abatement on first $500k
- Primary residence - SF homes, townhomes, condos, ADU, two-family homes

Ownership Tax Abatement Schedule

- The current exemption schedule is:
- Year 1 - 100%
  Year 2 - 80%
  Year 3 - 60%
  Year 4 - 40%
  Year 5 - 20%

Abatement Example(no credit/exempt)

Improve Home Value	$500,000
Taxable Value (45%)	$225,000
Year 1 Abatement	100% (excluding school levy)
School levy rate (ACSD)	$13.96561per $1k/taxable
Tax Obligation	**$3,142**
W/O abatement	**$6,881**

Ownership Abatement Results

- 2023 - 61 permits (pre-incentive)
- 2024 - 59 permits (7 months of incentives)
  - 24 Properties – Average Value $471,000 (full/partial)
- 2025 - 68 permits (full year of incentives)
  - 52 Properties – Average Value $421,000 (full/partial)

Ownership Abatement Results

- **This permit data does not show a notable increase in owner-occupied construction activity following adoption of the program. It is more likely that mortgage rate reductions are more important than a partial tax abatement incentive in stimulating new housing demand. In addition, at the time of the City Council's recent housing development discussions it was noted by the local developers that the abatement was not increasing construction of new ownership housing**

Strategy #3

- Program Phase Out
  - Staff recommends ending the broad Citywide Ownership Housing Tax Abatement Program.
  - To provide adequate notice and transition time, staff recommends limiting eligibility to homes that were final platted by August 1, 2026, a permit is issued by December 31, 2026, construction is completed by December 31, 2027, and the home is the primary residence of the owner by January 31, 2028.

Strategy #3 – (continued)

- The following subdivisions are not eligible for tax abatement, given the request for developer incentives:
  - Greenbriar
  - Auburn Trail
  - Hayden's Preserve
  - Domani 3rd Addition
  - Scholl/Ontario
  - Ansley Future Addition
  - Bluffs at Dankbar Farms Future Additions
  - North Sunset Ridge, Future Additions

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Urban Revitalization – Tax Abatement

- The following are the currently Urban Revitalization Areas accepting applications:
  - Downtown
  - Campustown
  - N. Sheldon
  - SE 16th Street
  - SE 5th Street

HOC Policy

- The City also has a commercial and vacant land policy for considering establishment of new urban revitalization areas. The policy is limited to HOC-zoned land and focuses on brownfields, land vacant for seven years or more, and development complicated by City wellhead-protection and stormwater requirements, among other factors.

Current Abatement Schedules

	3 year	5 Year	10 year
Year 1	100%	100%	80%
Year 2	100%	80%	70%
Year 3	100%	60%	60%
Year 4	N/A	40%	50%
Year 5	N/A	20%	40%
Year 6	N/A	N/A	40%
Year 7	N/A	N/A	30%
Year 8	N/A	N/A	30%
Year 9	N/A	N/A	20%
Year 10	N/A	N/A	20%

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Downtown Urban Revitalization Area

- Created in 2001
- Encourage rehab, reinvestment in downtown
- Focus on facades, occupancy of vacant buildings, encourage retail/commercial activity, historic preservation
- Used infrequently – improve value by 5%

Campustown Urban Revitalization Area

- Created in 2001
- Encourage redevelopment of underutilized and blighted properties, support mixed-use development, increase structured parking, improve urban design, and strengthen the commercial core serving Iowa State University
- This program supported a number of student-housing projects in the prior decade but has not recently been used for new development.

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North Sheldon Urban Revitalization Area

- Created in 2006
- Encourage preservation and rehabilitation of historically significant residential structures.
- The program has not been used.

Other Urban Revitalization Areas

- SE 16th Street
  - Olive Garden expected to apply for tax abatement
  - One remaining lot
- SE 5th Street
  - Furniture Mart currently benefiting
  - No remaining lots

Other Urban Revitalization Areas

- HOC Urban Revitalization Policy
  - Focuses on brownfields, land vacant for seven years or more, and development complicated by City wellhead-protection and stormwater requirements, among other factors.
  - Unused since 2015

Strategy #4

- Modify the City's existing Chapter 404 Urban Revitalization tax-abatement schedules so that qualifying improvements receive 0% abatement in Year 1. This would allow the City to recognize the full first-year valuation before providing an abatement benefit in later years.

Industrial Tax Abatement Program

- Authorized under Iowa Code Chapter 427B
  - Separate from Chapter 404
- City wide
- Encourage investment in industrial, manufacturing, research and development, warehouse, distribution, and technology-related facilities

Industrial Tax Abatement Schedule

- Only applies to improved value
- Five-year schedule
  - Year 1 - 75%
  - Year 2 - 60%
  - Year 3 - 45%
  - Year 4 - 30%
  - Year 5 - 15%

Strategy #5

- Repeal the Chapter 427B program and create a Chapter 404 five-year program with no first-year abatement but a larger benefit in the last four years to provide a similar overall benefit.

Industrial Tax Abatement Comparison (Iowa Code 427B vs. Chapter 404)

Example Assumptions



New Taxable Value After Improvements:	$2,000,000
Less Existing Taxable Value:	$50,000
Actual Value Added Eligible for Abatement:	**$1,950,000**
Combined Tax Levy:	$30.58 per $1,000
Full Annual Tax on Added Value:	**$59,631**

Estimated Annual Tax Abatement Comparison

Year	427B %	427B $	Chapter 404 % (Years 1–5 of 10-Year Schedule)	Chapter 404 $
Year 1	75%	$44,723	0%	$0
Year 2	60%	$35,779	70%	$41,742
Year 3	45%	$26,834	60%	$35,779
Year 4	30%	$17,889	50%	$29,816
Year 5	15%	$8,945	40%	$23,852

Total 5-Year 427B Abatement:
$134,170

Total First 5 Years of Chapter 404 Abatement:
$131,189

Summary of Strategies - #1

Targeted TIF Ordinances Before January 1, 2027

- Adopt TIF ordinances before January 1, 2027 in targeted areas where future development is reasonably anticipated. Doing so preserves automatic inclusion of the school foundation levy and provides the City with greater flexibility when considering future TIF-supported development incentives.
  - There is no obligation for the City to provide an incentive based on this action.

Summary of Strategies - #2

Limit First/Second (if partial)-Year TIF Collection

Limit or defer TIF collection in the first/second (partial) year qualifying construction appears on the assessment rolls so that the valuation may be recognized as "new valuation" for CGFL purposes. Increase TIF collection in later years as needed to satisfy the related obligation.

Summary of Strategies - #3

Phase Out Citywide Ownership Housing Tax Abatement

End the broad City-wide Ownership Housing Tax Abatement Program. To provide adequate notice and transition time, staff recommends limiting eligibility to homes for which the lot was final platted by August 1, 2026, a permit is issued by December 31, 2026, construction is completed by December 31, 2027, and the home is the primary residence of the owner by January 31, 2028.

Summary of Strategies - #4

Redesign Other Chapter 404 Urban Revitalization - Tax Abatement Programs

Modify the City's existing Chapter 404 tax-abatement schedules so that qualifying improvements receive 0% abatement in Year 1. This would allow the City to recognize the full first-year valuation before providing an abatement benefit in later years.

Summary of Strategies - #5

Modify or Restructure the Industrial Tax Abatement Program

- Repeal the Chapter 427B program and create a Chapter 404 five-year program with no first-year abatement but a larger benefit in the last four years to provide a similar overall benefit.

Timing/Next Steps

- Establish additional TIF districts before January 1, 2027, to preserve inclusion of the school foundation levy in the TIF rate.
- Any amendments to the City's tax-abatement programs should provide adequate notice to property owners and developers.

ITEM #:	**34**
DEPT:	**CMO**

Staff Report

FY 2025/26 CLIMATE ACTION PLAN UPDATE

August 25, 2026

BACKGROUND:

Since the Climate Action Plan was accepted by City Council in June 2023, staff has worked diligently towards the goals set out in the plan. This includes major greenhouse gas reductions in six focus areas, or big moves:

1. Renewable Energy Generation
2. Building Retrofits
3. Net Zero Ready New Construction
4. Reduce Vehicle Emissions
5. Active & Public Transportation
6. Reduce Waste Emissions

The attached presentation, to be delivered August 25, will focus on the Climate Action Plan and Six Big Moves, including progress made to date and goals for next year.

ATTACHMENT(S):

FY 2025-26 Climate Action Plan Update.pptx

FY 2025/26 Climate Action Plan Update

August 25, 2026

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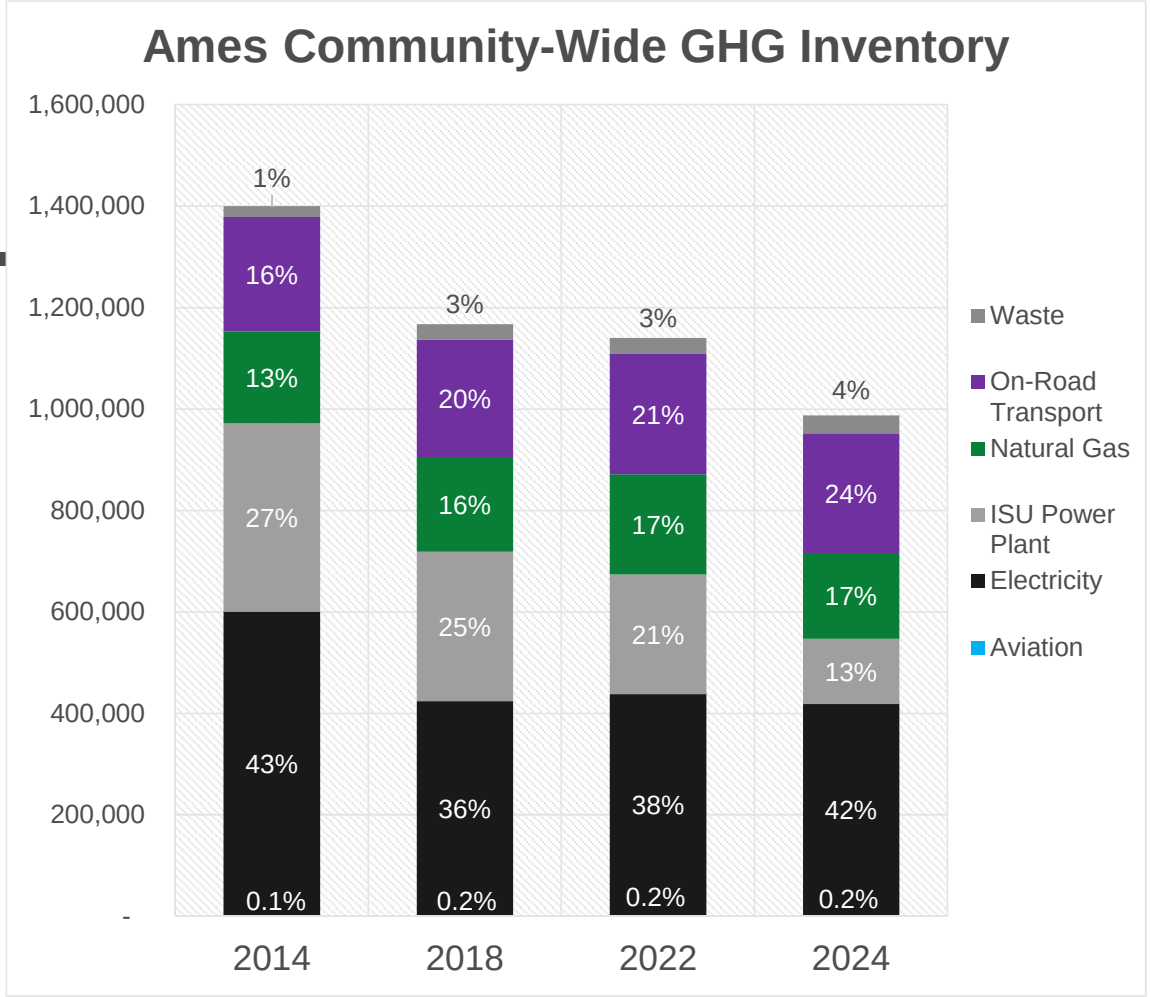
GHG Inventory

15% reduction from 2018 baseline

Goals: 70% by 2030, 94% by 2050

Drivers:

- ISU coal to natural gas conversion (166k MT CO2e, 78% of reductions)
- Residential energy efficiency (32k MT CO2e, 15% of reductions)
- Industrial energy efficiency (14k MT CO2e, 7% of reductions
- Slight increases in transportation, waste, and commercial energy use

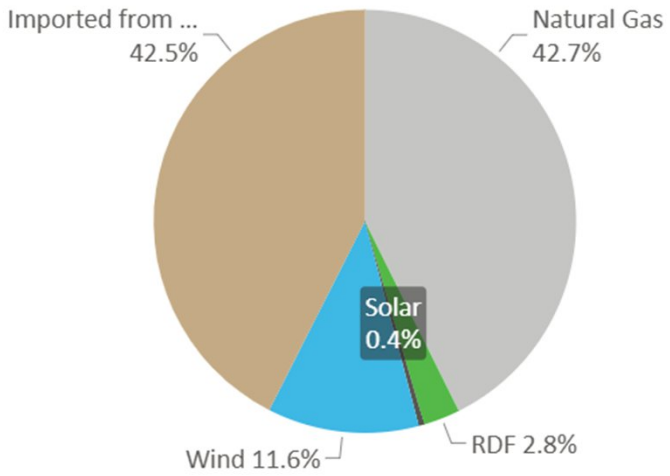


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#1 Renewable Energy Generation

2023	AMES	Iowa	National
% Renewable	15%	58%	23%
% Coal	0%	24%	15%

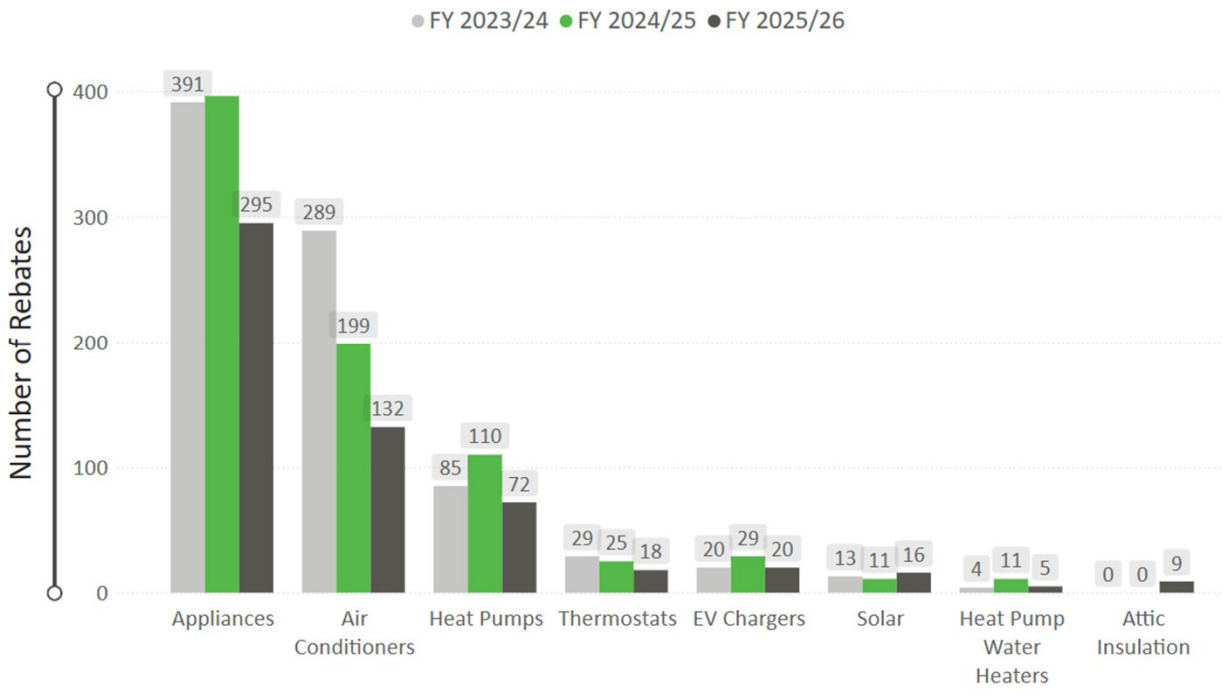
- Challenges due to federal policy shifts
- Solar installations on Fitch Family Aquatic Center and Downtown Plaza - 231 kW
- Looking ahead
  - Investments in new renewable and thermal generation



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#2 Building Retrofits

- Progress
  - Smart Energy rebates for Electric customers
  - Advanced metering, time-of-use rates
  - Energy audits & weatherization
- Looking ahead
  - Rural Energy Savings Program (RESP) application this fall



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#3 Net Zero Ready New Construction

- Smart Energy Rebate
- Enhanced tax abatement program and builder incentive
- High-performance home pilot project underway
- Harrison Welbeck all-electric development
- Baker subdivision market-rate lots



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#4 & #5 Transportation



- 11 fully electric vehicles, 19 hybrid electric vehicles
- B100 program - 11 snowplow trucks, 5 CyRide buses, 6 R3C transfer trucks (planned)
- 171 MWh of EV charging delivered in 2026
  - Over half a million EV passenger miles
  - +8% over 2025
- New level 3 charging station at Lincoln Center
- New EV charging stations at City Hall, Water Treatment, and WPC



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#6 Reduce Waste Emissions

- Curbside Recycling July Metrics
  - Participation - 57%
  - 163 tons collected
- Resource Recovery & Recycling Campus
- Multifamily Recycling Pilot
  - 5 buildings, 165 units, $12,377 awarded funds
- Municipal Recycling

- Rummage Rampage
  - 69 tons diverted
  - $70k raised for 52 local non-profits



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Funding Opportunities

Program	Amount/Status	Activity
Bloomberg Youth Climate Action Fund	$50,000 awarded	Youth Grants
IEDA Community Energy Resilience Program	$37,500 awarded	Solar Trailer
USDA Rural Energy Savings Program	$7.6 million loan conditionally awarded	Energy Upgrade Program
IDNR Solid Waste Alternatives Program	Applied ($150,000)	Resource Recovery & Recycling Campus
AARP Grant	Not awarded ($3,000)	Recycling

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LITERARY
FREE
pick up
order
Labyrinth
Coffee

Green Iowa AmeriCorps

A statewide AmeriCorps program supporting sustainability, energy efficiency, and environmental education in Iowa communities.

Ames hosts two members:

- Education & Outreach Coordinator
- Energy Audit Coordinator

GIA Programs	
Educational Programs	32
Outreach Events	31
Energy Audits	44
Weatherization/ESKs	41

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Education & Outreach

City of Ames Outreach:



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Looking Ahead

- GHG inventory update every 2 years
- Actively seek renewable generation opportunities
- Implement energy upgrade program using USDA RESP funds
- Continue high-performance home and multifamily recycling pilot projects
- R3C construction
- Monitor and improve curbside recycling
- Continue to pursue relevant outside funding opportunities

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ITEM #:	**35**
DATE:	**08-25-26**
DEPT:	**FIN**

COUNCIL ACTION FORM

SUBJECT: RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NTE $53,930,000 ELECTRIC REVENUE BONDS FOR SEPTEMBER 8, 2026

BACKGROUND:

The City is moving forward with the financing of the new thermal generation project for the Ames Municipal Electric Utility. The project includes the purchase and installation of new reciprocating internal combustion engine (RICE) generation units, along with the associated site, electrical, mechanical, and other construction improvements necessary to place the new generation resources into service.

The financing currently proposed represents the first phase of a larger financing plan for the project. Since the project was initially presented to the City Council in April, the proposed financing strategy has been revised as additional information regarding final equipment costs, contractual payment requirements, and the overall construction schedule has become available.

On April 21, 2026, PFM Financial Advisors LLC presented a financial analysis of the proposed RICE generation project to the City Council. The presentation reviewed the changing regional electric utility environment, the City's evolving power supply portfolio, anticipated operating savings from the project, projected electric rate requirements, and a preliminary financing strategy.

The preliminary financing strategy developed earlier in the project relied heavily on short-term construction financing during the construction period, followed by one large long-term Electric Revenue Bond issue. Under the original plan, the City anticipated the following:

- A draw-down construction loan beginning in 2027
- A single, approximately $190 million Electric Revenue Bond issuance in 2029 to repay the construction loans and finance the remaining project costs.

The purpose of the original structure was to use draw-down construction financing during the early stages of the project so the City would borrow funds only as they were needed and could gradually transition into the full annual debt-service requirement.

The April analysis also assumed approximately 2.5% annual electric rate increases from FY 2026/27 through FY 2044/45, followed by approximately 1.5% annual increases thereafter.

To accomodate the borrowing needs of the project, Electric Services staff has now developed a more complete monthly construction schedule through October 2030. That schedule currently identifies approximately $192,663,000 in total project construction costs, with

significant expenditures occurring before the construction financing contemplated in the original plan would have been available.

The estimated expenditures by fiscal year are:

Fiscal Year	Construction Costs
FY 2025/26	$ 424,000
FY 2026/27	43,457,000
FY 2027/28	16,176,000
FY 2028/29	88,317,000
FY 2029/30	41,174,000
FY 2030/31	3,115,000
Total	**$192,663,000**

These earlier and more clearly defined payment requirements caused staff and PFM to reconsider the original financing structure. Under the new recommended plan, the City would finance the project through a combination of Electric Revenue Bonds and a construction draw-down loan issued as the project progresses:

Financing	Timing	Project Funding
Electric Revenue Bonds	October 2026	$50,533,000
Electric Revenue Bonds	March 2028	$71,550,000
Construction Draw-Down Loan	April 2029	$70,580,000
Electric Revenue Bonds to repay 2029 construction loan	October 2030	$70,580,000

The primary difference from the original financing strategy is that the City would now issue long-term Electric Revenue Bonds earlier in the construction process rather than relying primarily on construction loans until a single, large 2029 bond issue.

This revised approach better matches the City's borrowing with the actual contractual payment schedule and known construction cash flows. PFM estimates the total all-in financing cost of the new recommended plan at approximately $341.2 million, including principal, interest, underwriting discount, and costs of issuance.

PFM also evaluated an alternative plan that more closely aligned with the original financing strategy. Based on revised schedule, the plan would have relied more heavily on construction loans in 2026 and 2029 before refinancing those loans with Electric Revenue Bonds. The estimated all-in financing cost of that alternative is approximately $392 million.

PFM therefore recommends the new phased Electric Revenue Bond approach because:

- It is estimated to reduce total financing costs by approximately $50.75 million compared with the construction-loan alternative
- Maximum annual debt service increases by only approximately $200,000
- The financing can still be accomplished within the 2.5% annual electric rate increases previously modeled for the project.

The action staff is requesting is only in relation to the first financing phase of the project, as noted above. This phase is intended to provide approximately $50,533,000 of project funding, primarily for the RICE engines and other project construction costs anticipated through approximately February 2028. It should be noted that the issuance also includes $827,000 in issuance costs, for a total of $51,360,000.

Although the current preliminary bond amount is approximately $51,360,000, the proposed public hearing authorization establishes a principal amount not to exceed $53,930,000. The not-to-exceed amount provides flexibility for changes in market conditions, final bond sizing, required reserves, issuance costs, and other financing adjustments before the bonds are sold.

If approved, the bonds would be expected to close on October 29, 2026, with a 30-year amortization schedule.

Current estimated annual debt service is approximately:

- $1.51 million in FY 2026/27
- $2.57 million in FY 2027/28
- Approximately $3.44 million to $3.45 million annually thereafter

Principal payments are currently expected to begin in 2029, with final maturity in 2056. The Series 2026D Bonds would be Electric Revenue Bonds payable from the net revenues of the City's Electric Utility. **They would not be General Obligation Bonds and would not be supported by the City's property tax levy.**

The City's approximately $9.5 million of outstanding Electric Revenue Bonds issued in 2015 are currently rated Aa2 by Moody's Ratings. PFM does not expect the City to finance the entire $192 million thermal generation project without some pressure on the Electric Utility's revenue bond rating.

Susanne Gerlach of PFM Financial Advisors is expected to be in attendance at the meeting on Tuesday evening to review the revised financing plan with the City Council. She will also discuss the Moody's rating process, the rating scorecard, factors that could affect the electric revenue bond rating, and the potential financial impact of the various rating outcomes.

Following a review of the financial plan, and if approved by the City Council, staff will request the City Council approve a resolution establishing September 8, 2026 as the date for the public hearing on the proposal to enter into an Electric Revenue Loan Agreement and borrow money thereunder in a principal amount not to exceed $53,930,000, and would authorize publication of the required notice.

No bonds will be sold as a result of the August 25 action. The action establishes the public hearing and allows staff, PFM, and bond counsel to continue preparing for the proposed Series 2026D financing.

ALTERNATIVES:

1. Adopt a resolution fixing September 8, 2026 as the date for a public hearing on a proposal to enter into an Electric Revenue Loan Agreement and to borrow money thereunder in a principal amount not to exceed $53,930,000.

2. Do not adopt the resolution and direct staff to modify or delay the proposed financing schedule.

CITY MANAGER'S RECOMMENDED ACTION:

Since PFM's initial presentation to the City Council on April 21, 2026, the City has received final RICE engine pricing and a detailed construction and progress-payment schedule. This additional information demonstrated that the timing of project expenditures occurs significantly earlier than contemplated in the original financing plan.

PFM has recommended replacing the original construction loan-based financing strategy with a phased financing plan that begins with Electric Revenue Bonds in 2026 and 2028, uses a construction draw-down loan for the final phase of construction in 2029, and converts that loan to long-term Electric Revenue Bonds following completion of construction.

PFM estimates that this revised approach will reduce total financing costs by approximately $50.8 million compared with the alternative revised financing structure, while increasing maximum annual debt service by only approximately $200,000 over a shorter duration. The revised plan also remains within the 2.5% annual electric rate increases previously modeled for the project.

Setting the public hearing at this time will allow the City to proceed with the first phase of the revised financing plan and maintain the anticipated October 29, 2026 closing. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):
PFM Recommendation.pdf

August 18, 2026

Memorandum

To: City of Ames, Iowa (the "City")

From: Susanne Gerlach, PFM Financial Advisors LLC ("PFM")

Re: PFM's Recommended Changes to Plan of Finance for Electric New Thermal Generation Project

pfm

801 Grand
Suite 3300
Des Moines, IA 503
515.243.2600

pfm.com

SUMMARY

PFM recommends that the City revise the plan of finance for the New Thermal Generation Project to Option 1 described below. Option 1 reduces total financing costs by approximately $50,750,000 relative to Option 2, increases maximum annual debt service by only approximately $200,000, and can be accomplished within the 2.5% annual rate increases previously presented. The revision is driven by the final RICE engine cost of $72,407,000 and a progress payment schedule that begins in July 2026, well ahead of the original financing timeline.

ORIGINAL PLAN OF FINANCE

Earlier this year, PFM's Public Power group provided a detailed cashflow analysis for the Electric Enterprise New Thermal Generation Project. This analysis included a proposed plan of finance as well as the projected rate increases necessary to cashflow operations and the debt for the project.

The original plan of finance included:

- A draw-down construction loan to fund incremental construction beginning in June 2027
- One large issuance of $190,000,000 Electric Revenue Bond issued in 2029 to repay the draw-down construction loan and finance the balance of the project.
    - 30-year maturity schedule
    - Note: The City traditionally issues 20-year bonds. However, 30-year bonds are the industry standard for larger electric revenue bonds.

The goal of this original plan of finance was to utilize construction loans early in the construction period allowing for slower ramp-up to maximum annual debt service of $13,030,000 beginning in FY 2030-31.

WHAT HAS CHANGED

Bids have been received and contracts approved for the purchase of the RICE engines. The purchase agreement requires significant progress payments not contemplated in the original analysis.

RICE Engine progress payments require $72,007,000 to be paid within the first 8 months. The full progress payment schedule is as follows:

Payment Date	Amount	Payment Date	Amount
July 2026	$18,002,000	May 2029	$3,600,000
November 2026	$7,201,000	November 2029	$3,600,000
March 2027	$10,801,000	February 2030	$1,800,000
March 2029	$18,002,000	October 2030	$1,800,000
April 2029	$7,201,000	**TOTAL**	**$72,007,000**

In addition, engineers have now provided the full construction schedule with anticipated monthly construction costs through October 2030, summarized in the chart below (including the RICE Engine progress payments).

Fiscal Year	Construction Costs
FY 2026	$424,000
FY 2027	$43,457,000
FY 2028	$16,176,000
FY 2029	$88,317,000
FY 2030	$41,174,000
FY 2031	$3,115,000
Total	**$192,663,000**

PFM ANALYSIS FOR A REVISED PLAN OF FINANCE

PFM analyzed two potential plans of finance:

1. **OPTION 1**: Electric Revenue Bonds issued in 2026 and 2028, a draw-down construction loan in 2029 to fund the final phase of construction, and Electric Revenue Bonds issued in 2030 after completion to repay the construction loan.
    a. Plan of finance detailed project funding:
        i. $50,533,000 financed by Electric Revenue Bonds issued October 2026
        ii. $71,550,000 financed by Electric Revenue Bonds issued March 2028
        iii. $70,580,000 Construction Draw-down loan issued April 2029
        iv. $70,580,000 to repay 2029 construction loan with Electric Revenue Bonds issued October 2030
    b. Total all-in cost of Option 1 plan of finance: $341,218,331
        i. All-in cost includes principal, interest, underwriter's discount and all costs of issuance

2. **OPTION 2**: Draw-down construction loans issued in 2026 and 2029, with Electric Revenue Bonds issued in 2028 and 2030 to repay the construction loans.
    a. Plan of finance detailed project funding:
        i. $88,498,000 Construction Draw-down loan issued November 2026
        ii. $88,498,000 to repay construction loan 1 financed by Electric Revenue Bonds issued November 2028
        iii. $104,165,000 Construction Draw-down loan issued January 2029
        iv. $104,165,000 to repay construction loan 2 financed by Electric Revenue Bonds issued October 2030
    b. Total all-in cost of Option 2 plan of finance: $391,969,300
        i. All-in cost includes principal, interest, underwriter's discount and all costs of issuance.

MOODY'S ELECTRIC ENTERPRISE RATING CONSIDERATIONS

The City's outstanding $9,500,000 Electric Revenue Bonds issued in 2015 are currently rated 'Aa2' by Moody's Ratings.

It is unlikely the City will issue Electric Revenue Bonds to fund the $192,663,000 project cost without a rating downgrade.

The final rating outcome will be based on a number of factors:

- The customer base, billing history, kWh generated and sold, solid electric fund cash reserves, and the institutional presence of Iowa State University all support a strong AA level rating outcome.
- Leverage and debt ratios, together with long-term projected debt service coverage, are the factors that pressure the rating into the A category.
- The Bonds will be issued over a four-year timeframe (2026 – 2030). The normal rating outlook timeframe is two years.
    - Should the rating analyst include just the electric revenue bond to be issued within the two-year outlook period, a more favorable rating outcome is likely.
    - Should the rating analyst include ALL of the electric revenue bond to be issued for the project, a lower rating outcome is likely.

To help quantify the cost of a potential rating downgrade, PFM has prepared the following table illustrating the estimated pricing spreads to the Aaa BVAL scale, the incremental cost for each rating outcome and the estimated present value increase to total debt service. For this analysis, PFM is using the proposed $51,360,000 Electric Revenue Bonds. The present value of 1 basis point for the proposed 2026D Bonds is $59,706.25.

Rating	Estimated Pricing Spread to Aaa BVAL in Basis Point (Bps)	Increase from Current Aa2 Rating In Basis Points (Bps)	Projected Cost for the 2026 Electric Revenue Bonds
Aa2	+35 - 40 bps		
Aa3	+40 - 45 bps	+5 bps	+$298,531.25
A1	+45 - 50 bps	+10 bps	+$597,062.50
A2	+50 - 55 bps	+15 bps	+$895,593.75
A3	+55 - 60 bps	+20 bps	+$1,194,125.00

Projected costs of a rating downgrade would be amortized over the 30-year term of the Bonds.

PFM considers a rating of 'A3' to be the worst-case outlook, with 'A1' or 'A2' the likely rating outcome. The rating outcome is largely dependent upon how the assigned rating analyst applies the total project cost to be financed in the scorecard.

PFM is optimistic that the first series of Bonds could be issued without the worst-case rating outcome, particularly because not all of the proposed bonds will be issued within the two-year rating outlook timeframe. However, Moody's may still include the full cost of the project in its scorecard analysis. That is at the sole discretion of the rating analyst and the rating committee.

PFM RECOMMENDATION

PFM recommends changing the plan of finance to Option 1.

- The total cost of financing for Option 1 is $50,750,969 less than Option 2, while increasing maximum annual debt service by approximately $200,000.
- Option 1 can be accomplished within the 2.5% annual rate increases as originally presented in the original plan of finance.

PFM would be pleased to review this analysis with City staff and the City Council in greater detail at your convenience.

ITEM #:	**36**
DATE:	**08-25-26**
DEPT:	**FIN**

COUNCIL ACTION FORM

SUBJECT: LOAN AGREEMENT, PROVIDING FOR THE SALE AND ISSUANCE OF GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2026C, AND PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME

BACKGROUND:

The FY 2026/27 Budget includes General Obligation (G.O.) Bond-funded capital improvement projects totaling $45,587,686. In addition, the proposed issuance includes $616,390 for estimated issuance costs and rounding, resulting in total required proceeds 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.

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 because it also includes funding for the Fire Station #2 Relocation Project and construction of the Resource Recovery and Recycling Campus (R3C).

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

PROJECT	**COST FINANCED**
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**

On the morning of August 25, 2026, the City will accept bids for the bonds in accordance with the terms of the offering documents. The City's financial advisor, bond counsel, and staff will evaluate the bids. Following this review, staff will recommend that the City Council award the bonds to the bidder offering the lowest borrowing cost in accordance with the established bidding criteria.

A report summarizing the bids will be presented to the City Council that evening. The Council will then be asked to adopt a resolution accepting the best bid and authorizing the sale of the bonds to the successful bidder.

ALTERNATIVES:

1. Adopt a resolution accepting bids and authorizing the sale and issuance of General Obligation Bonds in an amount not to exceed a combined par and premium amount of $46,204,076.

2. Reject the bond sale resolution and delay the associated capital projects.

CITY MANAGER'S RECOMMENDED ACTION:

Issuance of these bonds is necessary to fund the City's approved capital improvement projects during the current fiscal year. Therefore, the City Manager recommends that the City Council adopt Alternative No. 1, as described above.

ITEM #:	**37**
DATE:	**08-25-26**
DEPT:	**PW**

COUNCIL ACTION FORM

SUBJECT: UPDATE ON RESIDENTIAL CURBSIDE RECYCLING COLLECTION - ALLEYS

BACKGROUND:

On March 10, 2026, the City Council awarded a contract to Aspen Waste Systems of Iowa, of Ames, IA to begin residential curbside recycling collection. Service began on July 2, 2026 to all single-family and multi-family properties of up to four or fewer units. This totals 13,461 properties in the City of Ames.

Under the contract, the City pays Aspen for each eligible property whether the household chooses to participate in the program or not. Therefore, the fee charged by the City to the eligible properties ($7.75 per month) is likewise charged whether the household participates or not.

Aspen relies on the use of automated side-loading (ASL) trucks for the program. This equipment utilizes a robotic arm to reach the recycling cart, lift, and tip it into the hopper of the truck. The cart is then lowered and replaced at the curbside. This allows the ASL trucks to be operated by a single driver and provide highly cost-effective service delivery.

In comparison, garbage service in the community is provided by separate private haulers. Those haulers that collect garbage in alleys use rear-load collection trucks for that purpose. These trucks can be significantly smaller and rely on both a driver and helper,. The helper physically moves the carts from curbside to the semi-automated lifter on the back of the truck, then returns the emptied cart back to the curb.

As the recycling collection program began in July 2026, it became apparent that servicing the recycling carts was an issue for customers whose properties were located along alleys. After carts were delivered, these customers were instructed to place their carts along the street side for collection (not in the alley).

To date, staff has received concerns from 27 residents about not being able to have their recycling carts serviced in an alley. An additional eight customers who have alley access have voluntarily chosen to opt-out of the collection program and have had their cart removed. These include residents that have reached out to City Council members in addition to staff.

ALLEY CHARACTERISTICS AND CHALLENGES

There are 82 city blocks that have alley access. These 82 blocks contain roughly 1,000 total properties. The type of access varies from property-to-property. Even in the same alley there can be a mix of properties that have:

1. Alley access, but no street access,
2. Street access, but no physical alley access (the property does not physically abut the alley),
3. Street access, but no practical alley access (the property touches the alley, but the garage faces the street and the yard is separated from the garage by fencing or landscaping), or
4. Both alley access and street access.

The result is that there are only a few alleys where "all street" or "all alley" service will be satisfactory to the residents. Thus, finding a solution that not only meets the needs and preference of all customers while balancing the efficiency and cost for collection is difficult.

Additionally, operating the recycling trucks in some of the alleys is physically impossible or is significantly challenging to do so safely. These physical and safety issues include:

1. Most of the alleys have overhead power and communication lines, which interfere with the ability of the trucks to safely lift the recycling containers.

2. Many alleys are also only slightly wider than the collection trucks and contain encroachments such as fences, landscaping, or temporary obstructions such as parked vehicles.

3. Some blocks have T-shaped alleys, where one segment of the alley continues through to the next street but the other segment dead ends without enough room to turn the truck, thus requiring dangerous backing maneuvers.

4. Some of the alleys are complete dead-ends, resulting in the same issue with backing the large vehicle up.

EXPLORATION OF SOLUTIONS:

With the noted concerns regarding alley access, staff engaged with Aspen to find methods to serve the alley customers under the terms of the collection contract. The contract does contemplate that there will be properties that are required to be picked up in alleys. Aspen's RFP proposal also indicated that most alleys would be able to be served with their equipment.

Following the initial discussions, Aspen has agreed to collect from the alleys in 13 of the 82 blocks where alleys exist. These are primarily alleys that have been more recently reconstructed (and therefore benefit from a better-defined pavement area and fewer encroachments) or those that are newer and, therefore, meet modern alley width standards. Aspen will utilize its ASL trucks to do so.

Since the program start in July, City staff and Aspen have walked or driven each of the alleys, tested driving large trucks through select alleys, and reviewed aerial and street-level photography to identify driveway locations and obstructions. Although Staff and Aspen have worked to find solutions to address the remaining alleys, there remain concerns about whether Aspen can serve all of the remaining alley-adjacent customers from the alleys due to inefficiencies in routing, additional time required due to physical constraints of equipment, and

risk/damage to property that is likely to occur from operating in the alleys.

It is important to note that during these discussions, Aspen has remained engaged in finding solutions that meet the needs of residents. They continue to be an active partner in working through the challenges. Additionally, it has become clear through the discussions that providing a blended service (redundant alley collection and street collection on the same block to match all possible resident preferences) for all 82 affected blocks would be infeasible due to the logistical and cost impacts.

Staff is now presenting four alternatives from which the Council could choose to address alley-adjacent customers. Once an approach is identified, staff will work customer-by-customer to communicate cart location options that are acceptable for pickup. The four alternatives are:

Alternative 1: CONTINUE WITH CURBSIDE SERVICE AS-IS (Street-side only, except for the 13 blocks where Aspen can serve the alleys with ASL trucks)

- No change to any current service locations (all service remains curbside except for 13 alleys that are currently serviced)
- No change to the contracted price with Aspen
- **No improvement for the 27 properties that have expressed concern that their recycling should or must be collected in the alley.**

Alley-adjacent residents would need to find a way to place their cart at the curbside. This could either be in front of their house or they could bring their cart down the alley to the right of way where the alley meets the street. However, there are concerns this approach could continue to be challenging during winter months when the right of way is used for snow storage.

There are likely more than the 27 known properties that have alley concerns. However, by observation over the past two months, many properties that do have alley access are continuing to bring carts to the curbside for service. **This option would provide the most predictable service outcome and consistency from the start of the program as there would be no changes to the location of the service for any property in the program.**

Alternative 2: APPROACH THE ISSUE IN THE SAME MANNER AS ALTERNATIVE 1, BUT IDENTIFY LIMITED CRITERIA TO ALLOW FOR A FULL OPT-OUT OF THE FEE

- No change to any current service locations (all service remains curbside except for 13 alleys that are currently serviced)
- No change to the contracted price with Aspen
- No improvement for the 27 properties that have expressed concern that their recycling should or must be collected in the alley.
- **Staff prepares an amendment to the curbside recycling ordinance that would allow for certain alley-adjacent customers to opt out of the program and paying the mandatory $7.75 per month recycling fee.**

The opt-out of paying the fee would provide relief for customers who do not have a reasonable way to participate in the program, even through taking the container a short distance to the nearest street frontage. Staff proposes that the only properties that

would be eligible to opt out of the fee would be those that meet the following requirements:

1. The property must abut an alley.
2. The property must not have a driveway access that goes to a street frontage.
3. The property must receive garbage collection (if any) in the alley.
4. The property must have a physical impediment that does not allow access from the alley of the property to the front of the property (e.g., a fence with no gate, landscaping with no pathway, zero lot line building, etc.). The absence of a paved or establish path does not meet this criteria (a cart can be moved through a grass side yard).
5. The nearest property line must be more than 60 feet from the curb line of the nearest street frontage, measured along the alley (this is approximately the median distance from the garage door to the curb of a random sample of Ames residential properties).

Staff believes that this evaluation would provide a equitable review for those properties that simply cannot be serviced at the curbside due to limitations in the layout of the property. **It is important to note that the City remains liable to Aspen for the payment of the contracted monthly collection fee for each eligible customer. This amount is $4.00 per month in the first year of the contract, escalating annually. Therefore, the loss of $7.75 in revenue plus the payment obligation of $4.00 to Aspen results in a net cost to the recycling program of $141 per household per year.**

Staff is not certain how many eligible properties would exercise the right to opt out of the fee. For illustrative purposes, of the approximately 1,000 alley-adjacent customers, roughly half are primarily accessed via the alleys and not the street frontage. Assuming half again of those (250) met the requirements and requested exclusions, staff estimates the net loss to the recycling program to be $35,250 in the first year.

Alternative 3: CONTINUE WITH CURBSIDE SERVICE AND ADD IN TARGETED ALLEY SERVICE

- 13 alleys that are currently serviced in the alley remain served via the alley
- **An additional 29 alleys convert from curbside to alley service**
- **All other blocks remain curbside only**
- **Cost increase of $40,383 for each year of the Aspen contract**
- Improvement for 19 of the 27 properties that have expressed concern that their recycling should or must be collected in the alley.

Aspen would use its larger ASL trucks to serve these additional alleys. The majority of these alleys run north-to-south. As such there would not be curbside service on those blocks that have alley service. However, because of the manner in which Aspen's trucks are routed across town, any property fronting on an east-west street would continue to receive service curbside. Corner lots that do not have alley access would be asked to place carts on the east-west street side of their property in order to continue receiving curbside service.

Additionally, there would be at least 15 properties that would be asked to place their carts in a pickup location that is one to two properties away in order to be serviced either curbside or in the alley. This is necessary because there is a small number of lots that front on a north-south street but are in the middle of a block, and do not abut

the alley (see attached presentation for examples). Staff would reach out individually to those properties to aid in identifying locations for curbside service.

There are likely properties in these blocks identified for alley service that are currently satisfied with their curbside service and would not want to switch to alley service. This may result in creating an even larger number of complaints by converting to all alley-service as opposed to the current all-street service! Staff does not have an estimate as to the number of those properties.

Eight properties that have communicated with the City about a lack of alley access would still not have alley access under this alternative. This is primarily due to one of two factors: either 1) the alley is a dead-end or tee that does not allow for the ASL equipment to operate all the way through the alley without a dangerous backing operation, or 2) the property is the only location within that block requiring alley service, whereas all the neighbors in that block have street access.

As in Alternative 2, the Council could create criteria in conjunction with this alternative to exclude some individual properties from the monthly fee for the residential curbside recycling program.

Alternative 3 would require a contract amendment with Aspen for an additional cost of $0.25 per customer per month. The increased fee applies to all eligible properties (13,461 citywide), resulting in a cost increase of $40,383 for each year of the contract.

The additional expense can be absorbed into the current $7.75 per month fee structure and would not require an immediate change of recycling rates charged to residents. Staff believes that rates can remain stable for several years before potentially needing adjustment to maintain adequate fund balance to cover program expenses. This is, however, highly dependent on fuel costs, which are variable with the market during the term of the contract and which are currently high.

Removing some vegetation and other obstructions, and trimming trees is likely necessary for this alternative to work. The majority of this vegetation is located on private property, where trimming is the responsibility of each property owner. Staff would need to work with each property owner on a case-by-case basis, which may delay the start of service in the alleys.

ALTERNATIVE 4: PROVIDE ALLEY-ONLY SERVICE IN ALL BLOCKS WITH ALLEYS

- **All 82 blocks with alleys convert to alley-only service**
- **Cost increase of $80,766 for each year of the Aspen contract**
- Improvement for all 27 properties that have expressed concern that their recycling should or must be collected in the alley.

Aspen would add rear-load equipment to its service delivery, which would be used only for the purpose of servicing the alleys. Because the contract requires reliable collection, Aspen would need to dedicate a backup rear-load truck to recycling collection. As described earlier, rear-load service is more labor- and cost-intensive than automated side-loader service.

Similar to Alternative 3, the east-west streets would continue to be serviced at the curbside.

Any corner lots would need to place carts along an east-west street. No streetside service would occur on north-south streets.

This alternative would be able to service all 27 of the properties that reached out regarding alley service. This approach, however, would change the service location for at least 400 of the approximately 1,000 properties that are adjacent to alleys. Those properties would need to find a way to move their carts to the alley or to a nearby east-west street in order to be serviced. As with Alternative 3, this may result in creating more problems than it resolves!

Alternative 4 would require a contract amendment with Aspen for an additional cost of $0.50 per customer per month. The increased fee applies to all eligible properties (13,461 citywide), resulting in a cost increase of $80,766 for each year of the contract. The additional expense would likely require an adjustment to recycling rates in Year 2 or Year 3 of the program to maintain an adequate fund balance. There would also likely be additional vegetative maintenance required of adjacent property owners, though not as extensive because rear-load trucks are smaller when compared to an ASL truck.

ALTERNATIVES:

1. Direct staff to continue with recycling services as-is.

2. Direct staff to continue with recycling services as-is and to prepare modifications to the recycling program ordinance allowing alley-adjacent customers to opt out of paying the mandatory monthly fee in limited circumstances (estimated loss of up to $35,250 annually to the recycling program).

3. Approve a change order with Aspen Waste Services of Iowa in the amount of $40,383 to provide alley service for 29 additional alley-adjacent blocks.

4. Approve a change order with Aspen Waste Services of Iowa in the amount of $80,766 to provide alley service only for all 82 alley-adjacent blocks.

CITY MANAGER'S RECOMMENDED ACTION:

Providing the curbside recycling service to customers on city blocks that contain alleys has proven to be a significant logistical challenge. There is no consistency from block to block regarding the residential properties that have access to alleys, access to the street frontage, or both.

Serving these customers in each of their preferred locations (alley or street frontage) would result in a substantial number of increased collection truck trips. This, in turn, would 1) increase costs to the overall program in a manner that would necessitate premature customer rate increases and 2) present safety and property protection challenges.

The solutions involving conversion of some or all of the alley-adjacent blocks may address the concerns received to date from several dozen residents. However, staff is concerned that such a conversion would generate a new batch of communications from customers that are satisfied with the current collection approach (streetside) and become dissatisfied with the

alternative (alley collection).

The approach that maximizes the potential customer satisfaction without creating significant risks for the overall program costs or creating a new set of dissatisfied customers is the approach described in Alternative 2. Staff will continue to regularly meet with Aspen to discuss ways in which the recycling service can be effectively and efficiently delivered to residents.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 2, as described above.

ATTACHMENT(S):
Recycling_Alley_Update.pptx

Residential Curbside Recycling – Alley Service

Residential Curbside Recycling



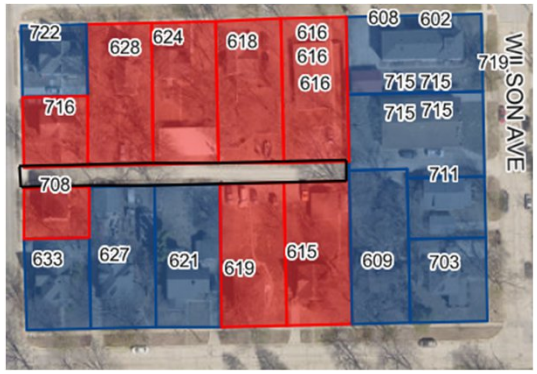
- Quick by-the-numbers overview:
  - 13,461 properties serviced citywide
  - 247 properties have opted out citywide (1.8% of total)
  - +/- 1,000 properties in 82 blocks that have alleys (7.4% of total)
  - 8 properties in alley blocks have opted out (0.8% of alley customers)
  - 27 residents have expressed concerns to Council and staff regarding alley service (2.7% of alley customers)

Residential Curbside Recycling

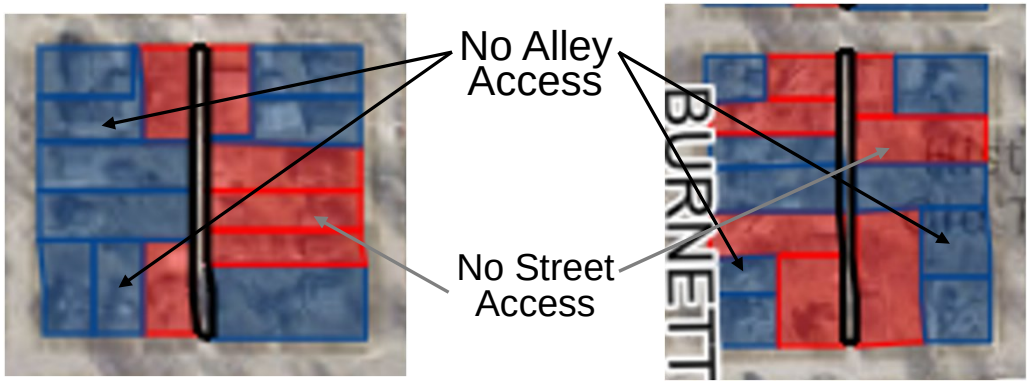
- Challenges:
  - Mix of alley access in each block
  - Alley geometry and obstructions
  - Equipment size and limitations
  - No clear solution that will serve all customers

Residential Curbside Recycling

Dead-end alley



Mixed Access



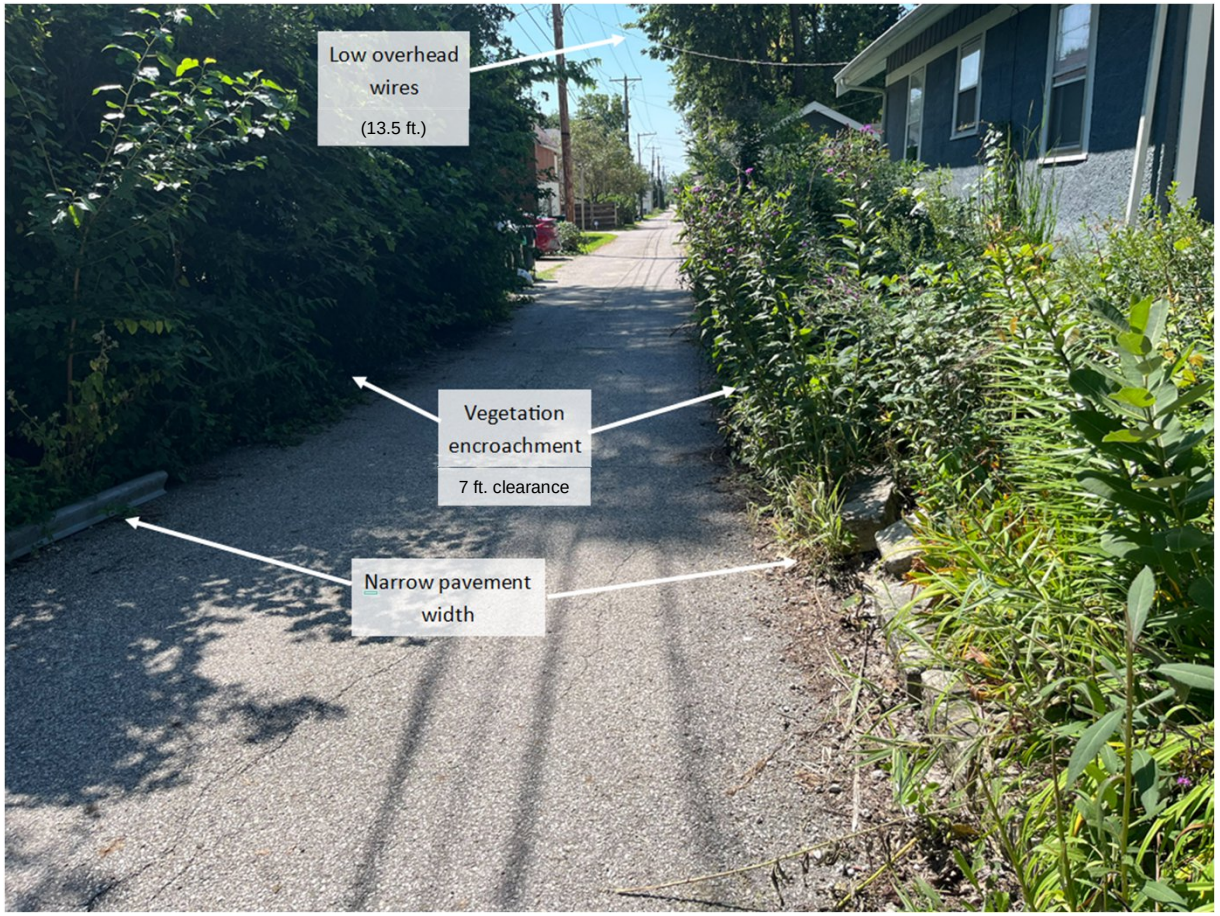
Blue – Curbside access

Red – Alley access

Residential Curbside Recycling



Residential Curbside Recycling



Residential Curbside Recycling



9 ft. wide rear-loader for comparison

Residential Curbside Recycling

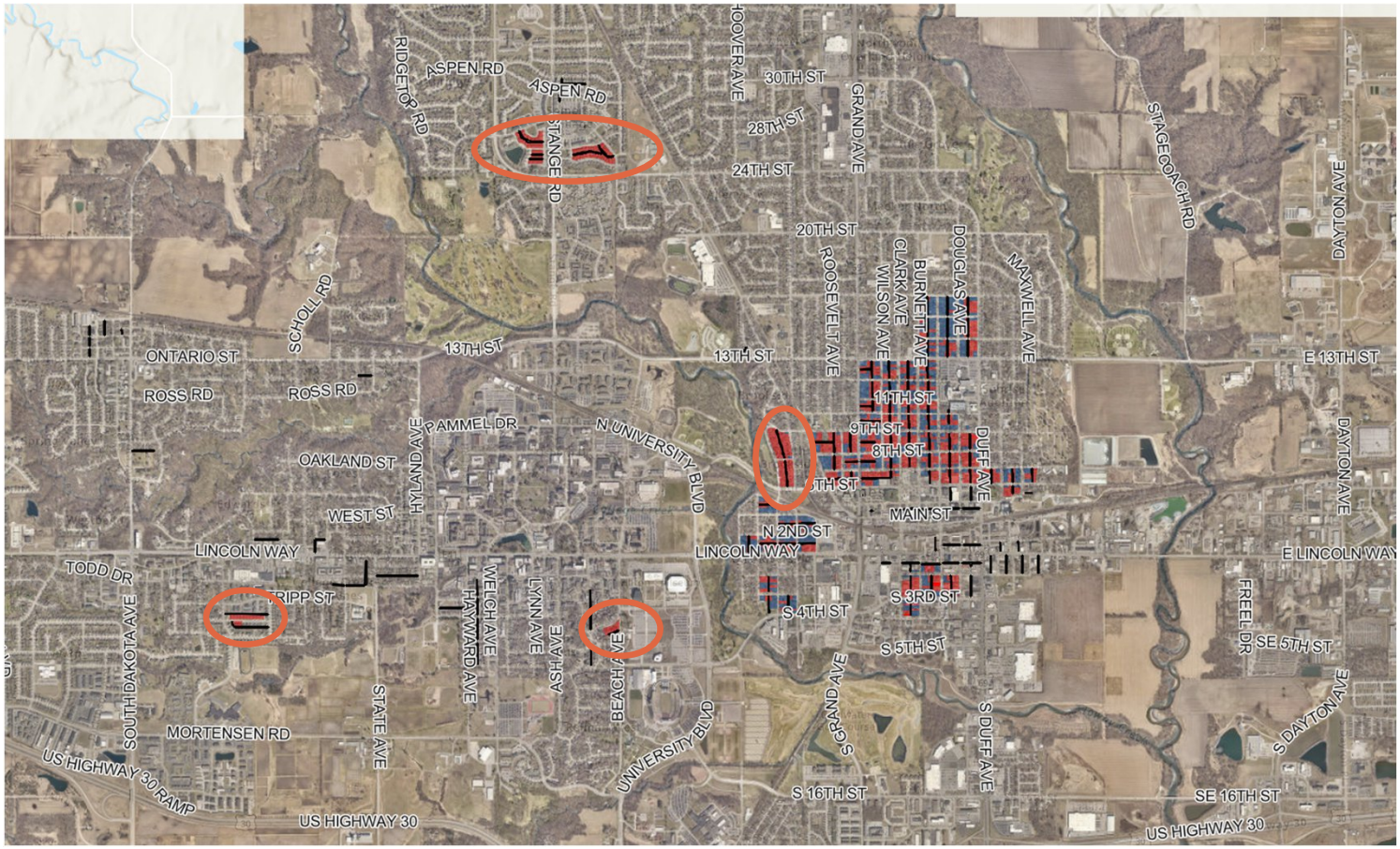




Alley Locations

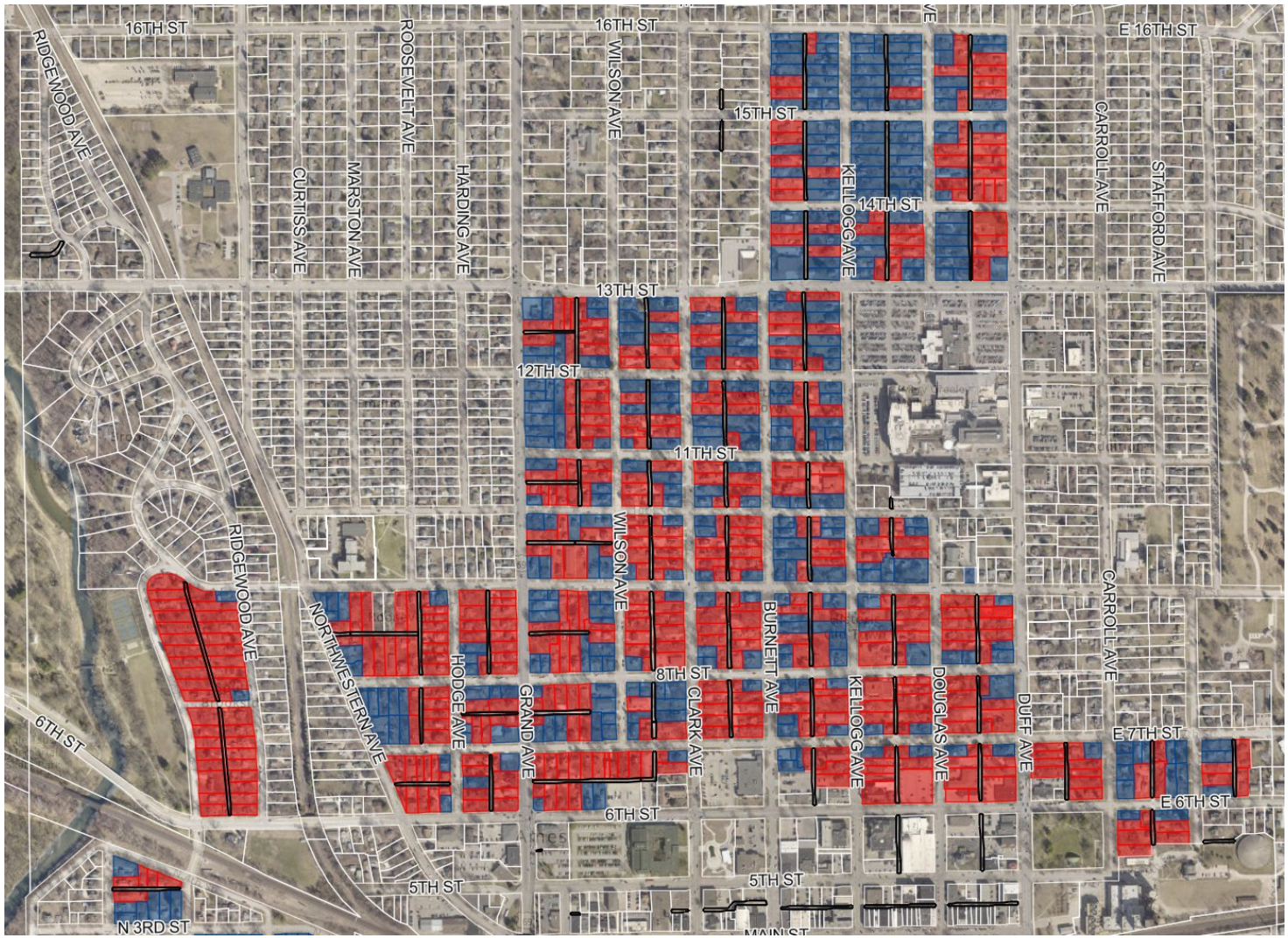
Orange Circle = Service in Alley

Blue = Curbside
Red = Alley



Alley Locations

Blue = Curbside
Red = Alley



Alternative 1:
Continue with Curbside Service As-Is

- Serve all properties at curbside
  - Except 13 alleys already identified for pickup
- Maintain cart service location consistency
- No improvement for 27 properties expressing concern; staff works with them to identify cart placement options
- No cost change
- Free recycling drop off at RRP

Alternative 2: Continue with Curbside Service As-Is and Limited Opt-Out Criteria

- Same as Alternative 1
- Modify Chapter 10 of Municipal Code to allow limited opt-outs
  - Property must abut an alley
  - Property must not have driveway access that goes to a street frontage
  - Property must receive garbage collection (if any) in alley
  - Property must have physical impediment that does not allow access from alley to front of property
  - Nearest property line is more than 60 feet from curbline of nearest street, measured along the alley

Alternative 2:
Continue with Curbside Service As-Is and Limited Opt-Out Criteria



Alternative 2:
Continue with Curbside Service As-Is and Limited Opt-Out Criteria



Alternative 2: Continue with Curbside Service As-Is and Limited Opt-Out Criteria

- Revenue decrease from any opt-outs
- Pickup expense remains
- Net loss to the program
  - Likely less than $35,000 (depends upon the number that desire and are eligible for the opt-out)

Alternative 3: Continue with Curbside Service and Add In Targeted Alley Service

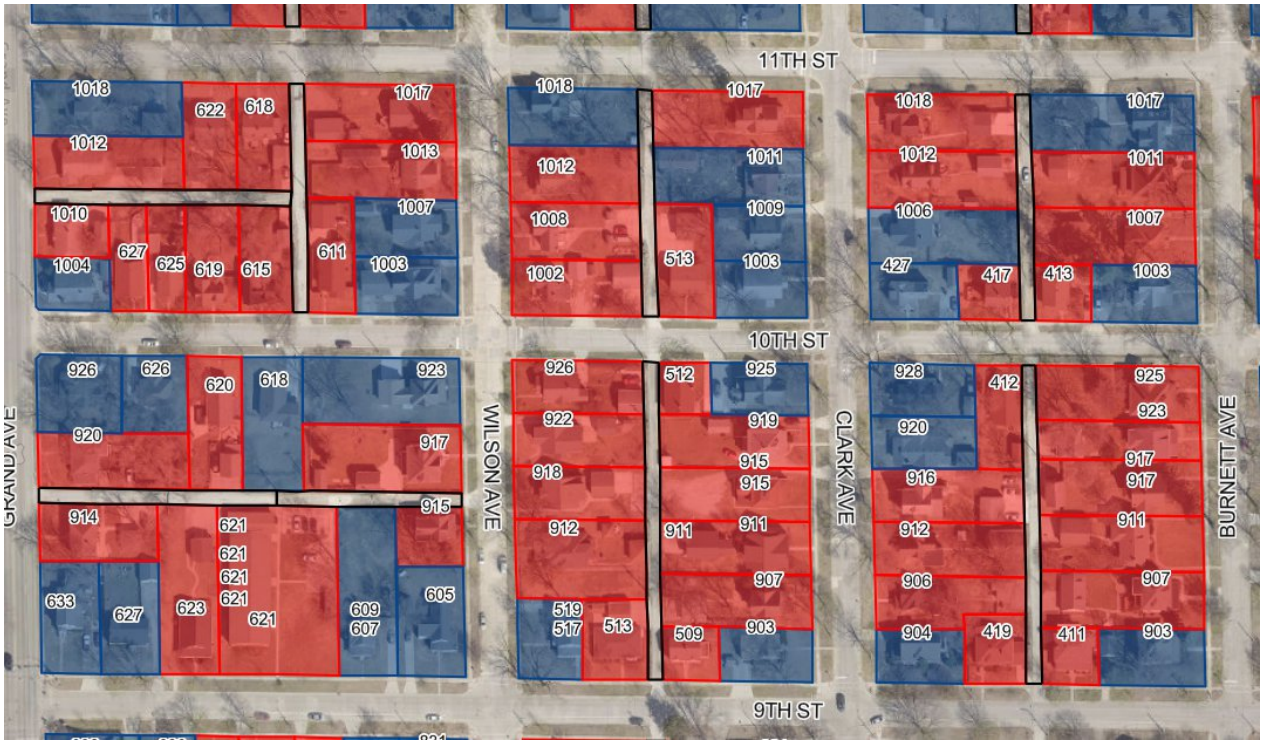
- All non-alley customers remain curbside
- 29 additional blocks converted to alley-only service by ASL equipment North-South
- Corner properties would be required to move carts to East-West streets
- At least 15 properties would need to move carts 1-2 property lengths away on East-West streets
- Improvement for 19 of 27 properties expressing concern

Alternative 3: Continue with Curbside Service and Add In Targeted Alley Service

- Contract amendment required
  - $40,383 ($0.25 per eligible property per month citywide)
- Vegetative clearance by property owners in alleys required
- Fee would likely remain stable through year 4 or 5

Alternative 3: Continue with Curbside Service and Add In Targeted Alley Service

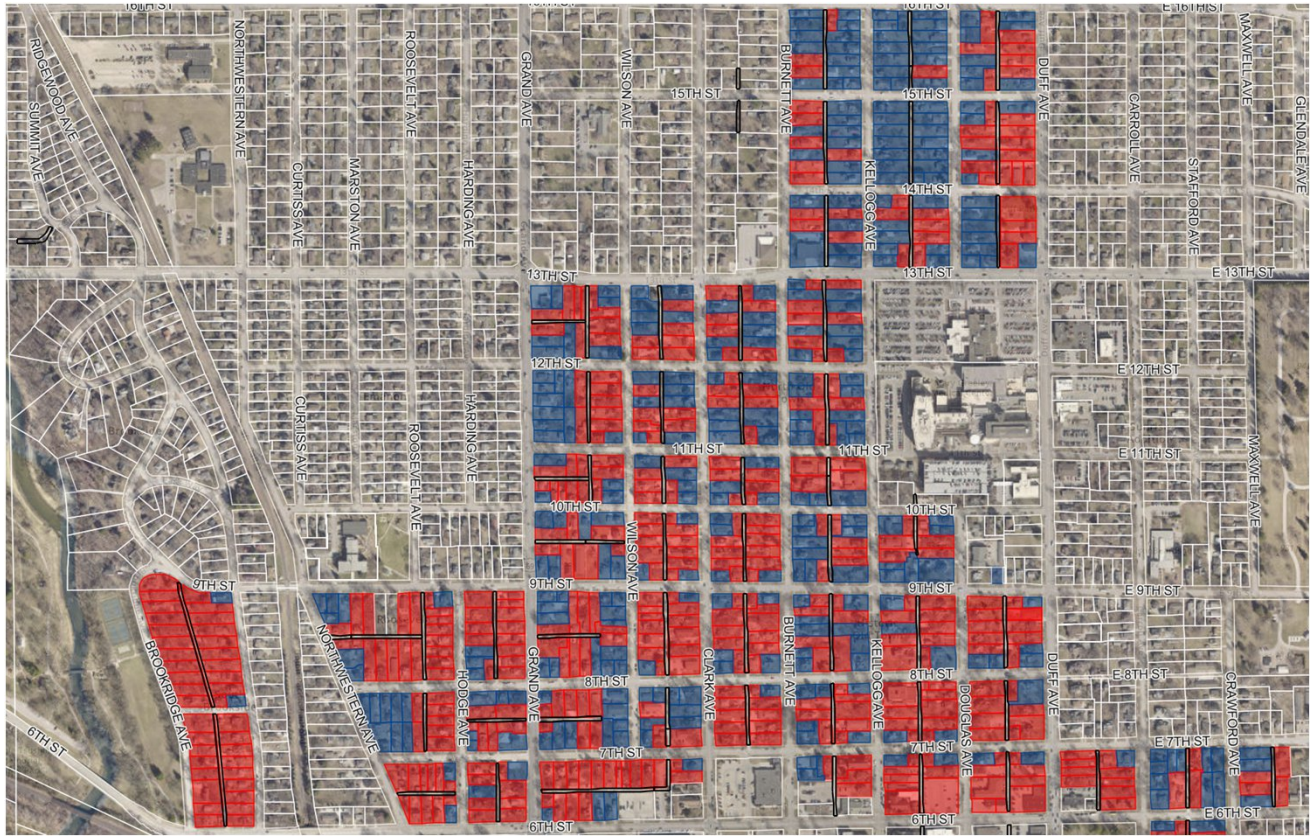
Blue = Curbside
Red = Alley



Alternative 3: Continue with Curbside Service and Add In Targeted Alley Service

Before Targeted Alley Service

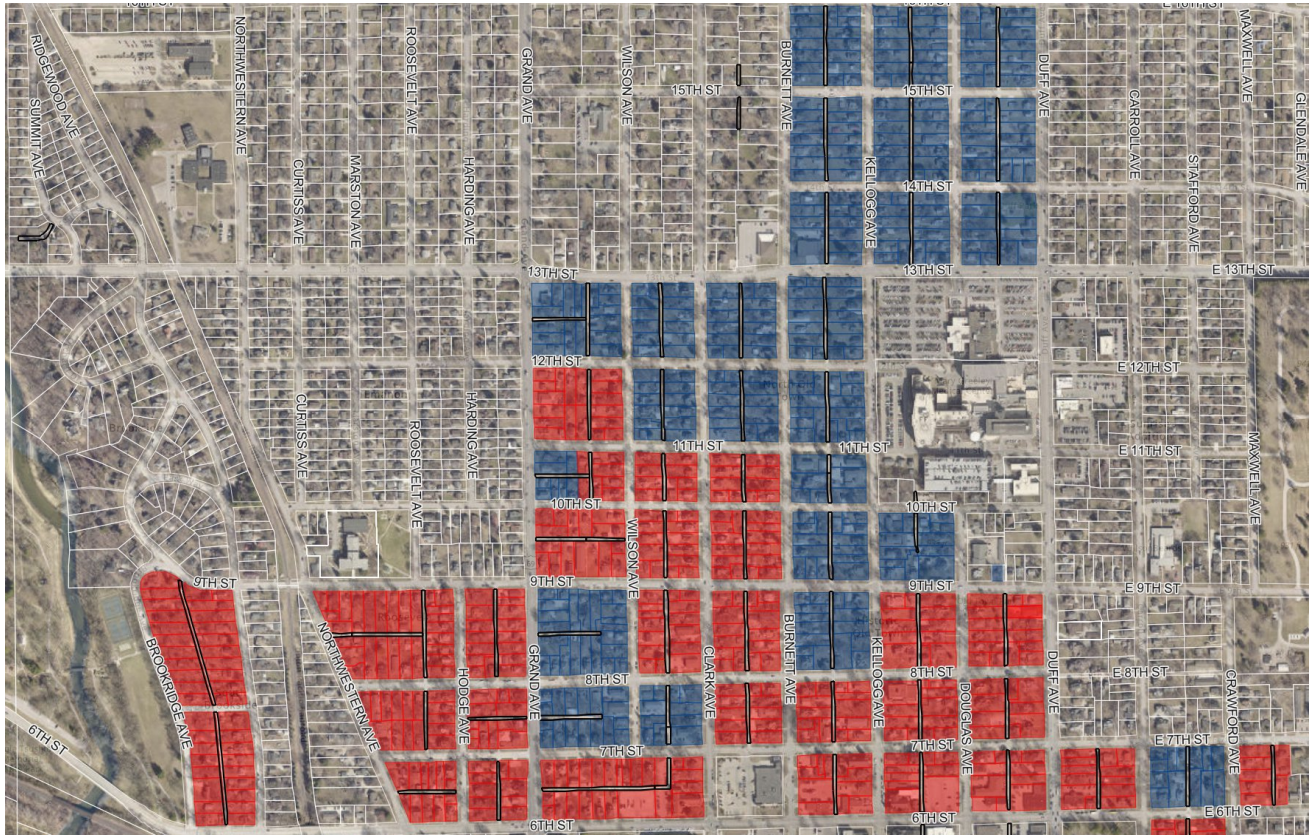
Blue = Curbside
Red = Alley



Alternative 3: Continue with Curbside Service and Add In Targeted Alley Service

After Targeted Alley Service

Blue = Curbside
Red = Alley



Alternative 4:
Alley Only Service in All Blocks with Alleys

- All non-alley customers remain at curbside
- All 82 blocks with alleys converted to alley only service by **rear-load** equipment North-South
- All corner properties would be required to move carts to East-West streets
- At least 400 properties would have major change to service location
- Improvement for 27 of 27 properties expressing concern

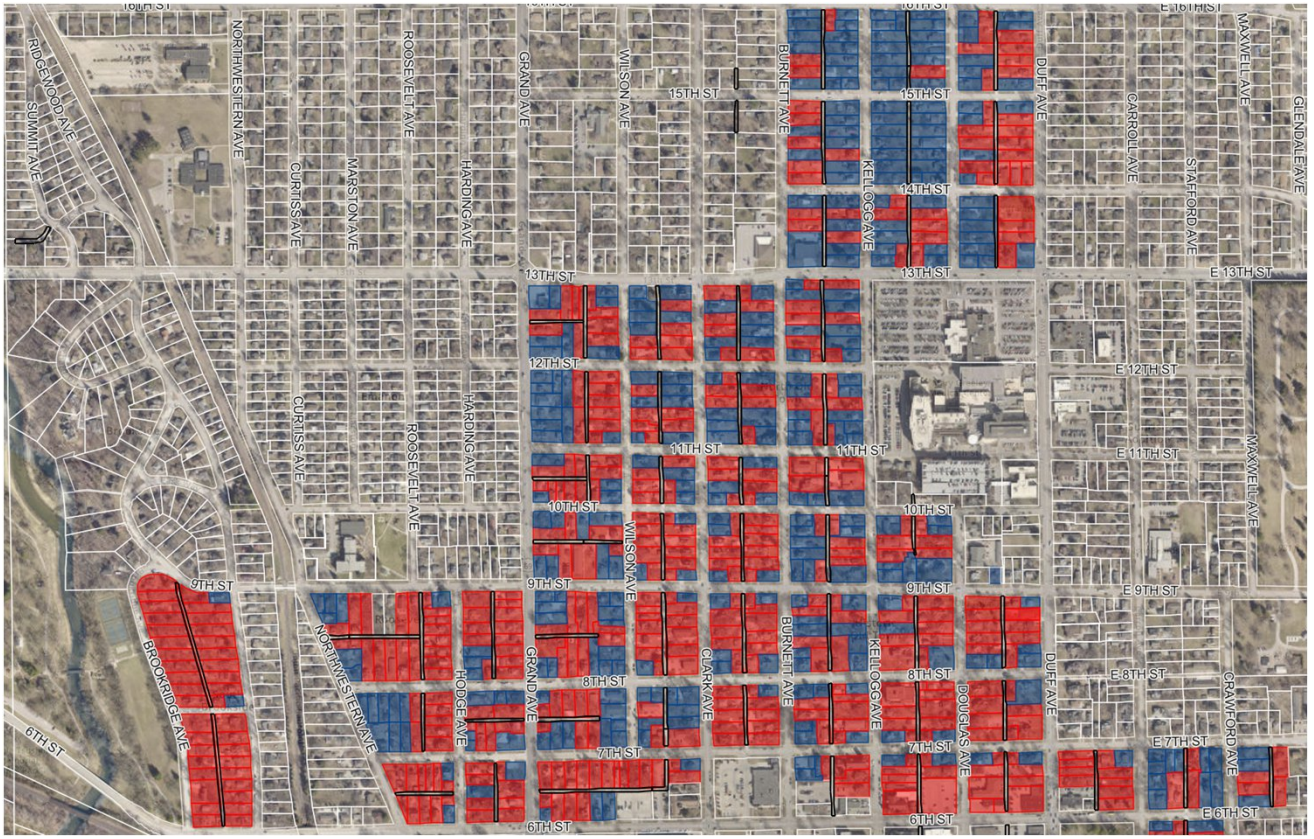
Alternative 4: Alley Only Service in All Blocks with Alleys

- Contract amendment required
  - $80,766 ($0.25 per eligible property per month citywide)
- Vegetative clearance by property owners in alleys required
- Likely require fee adjustment in year 2 or 3

Alternative 4:
Alley Only Service in All Blocks with Alleys

Before All
Alley Service

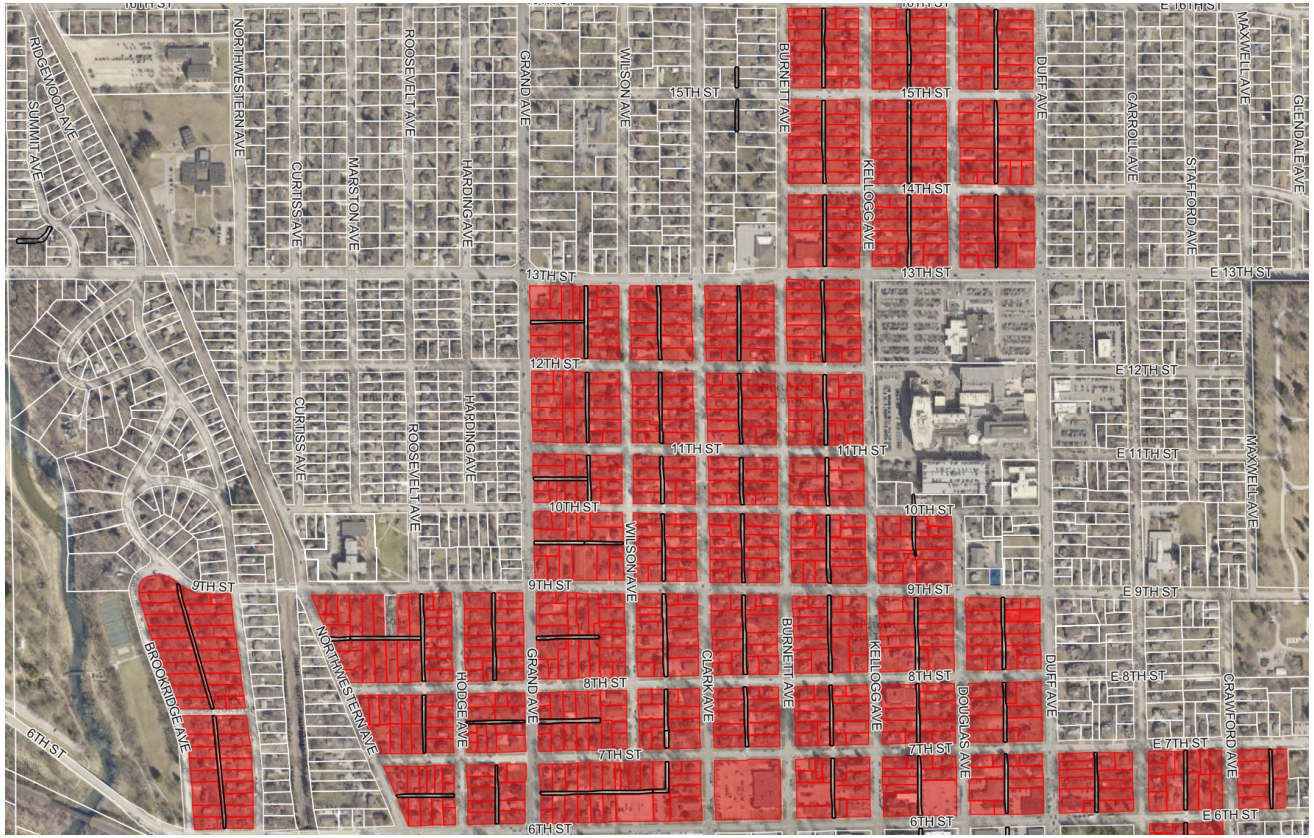
Blue = Curbside
Red = Alley



Alternative 4:
Alley Only Service in All Blocks with Alleys

After All
Alley Service

Blue = Curbside
Red = Alley



City Council Direction:

- Alternative 1 – Curbside As-is
- Alternative 2 – Curbside As-is with limited opt-out
  (Staff Recommendation)
- Alternative 3 – Targeted Alley Service
- Alternative 4 – Full Alley Only Service

ITEM #:	**38**
DATE:	**08-25-26**
DEPT:	**PW**

COUNCIL ACTION FORM

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

BACKGROUND:

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

This project was previously bid in June 2026. However, bids at that time exceeded the available funding and the City Council rejected all bids and did not award a contract. Staff then worked to revise the project scope to bring it back into alignment with project revenues before seeking bids again. City Council approved the revised preliminary plans at the July 28, 2026 meeting and directed staff to again seek bids for the project.

On August 19, 2026, one bid for the project was received as follows:

Bidder	Bid Amount
Engineer's Estimate	$4,492,222.46
Manatt's Inc	**$4,513,414.65**

Revenue and expenses associated with the project are estimated as follows:

Description	Revenues	Expenses
2025/26 GO Bonds	$4,000,000	
Unallocated GO Bonds	575,000	
Water Systems Improvement Program	230,000	
Sanitary Sewer Systems Improvement Program	150,000	
Stormwater Improvement Program	150,000	
Construction (estimated)		**$4,513,414.65**
Engineering (HR Green)		315,500.00
Administration		200,000.00
TOTAL	**$5,105,000**	**$5,028,914.65**

ALTERNATIVES:

1. Accept the report of bids, approve the final plans and specifications, and award a contract to Manatt's, Inc., of Ames, IA in the amount of $4,513,414.65.

2. Direct staff to revise the project.

3. Do not proceed with this project at this time.

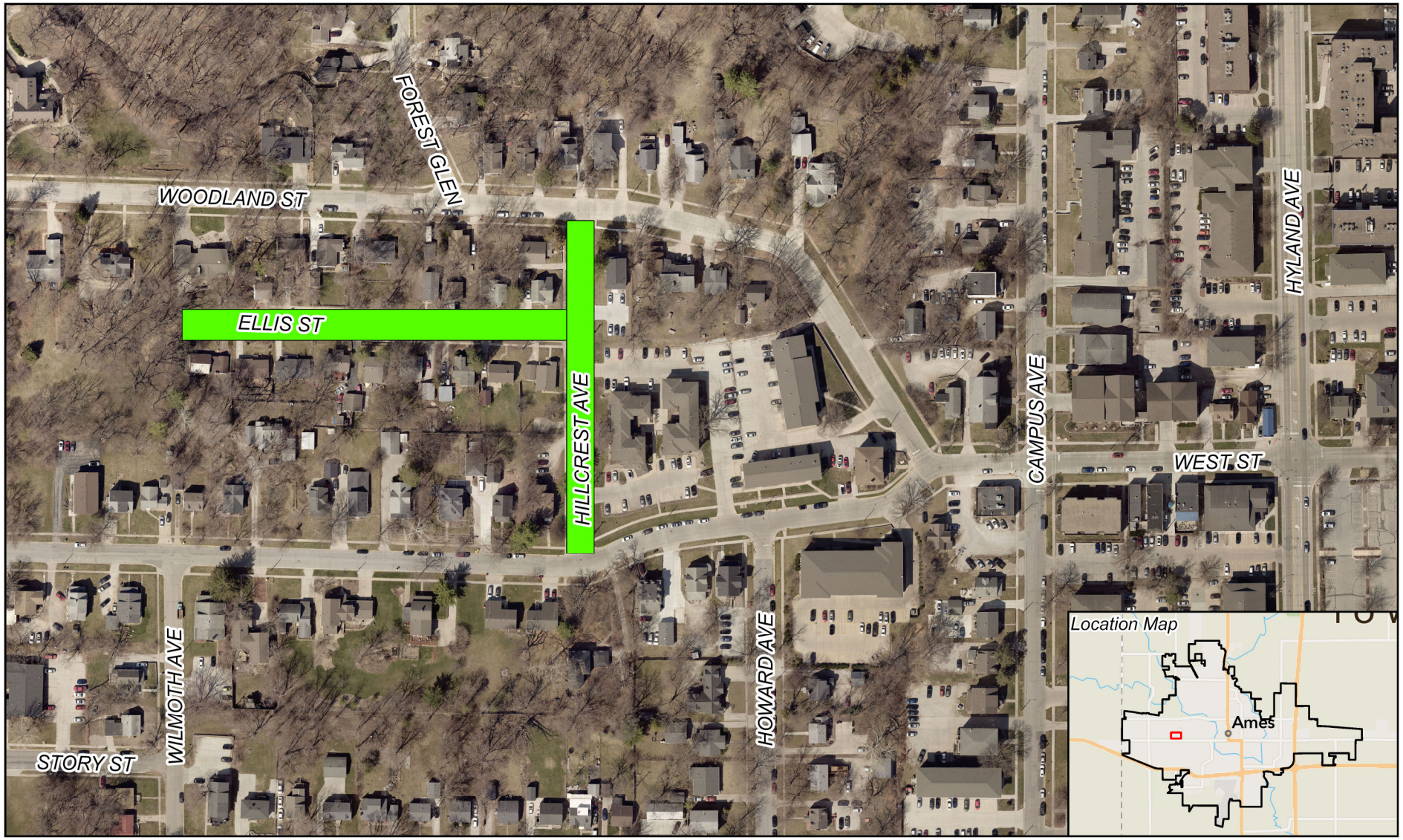
CITY MANAGER'S RECOMMENDED ACTION:

This project will restore structural integrity, serviceability, and rideability on several streets in the community. The project scope was revised to align with project revenues. It is common to only have one bidder on projects that include asphalt pavement as the primary paving material because there is only one asphalt contractor that provides service in Ames. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

ATTACHMENT(S):
2025-26 Asphalt (Hillcrest Ave and Ellis St) Location Map.pdf
2025-26 Asphalt Street Kentucky, Illinois, Indiana Location Map.pdf
Delaware and Oklahoma.pdf

2025-26 Asphalt Street Pavement Improvements

Hillcrest Ave and Ellis St

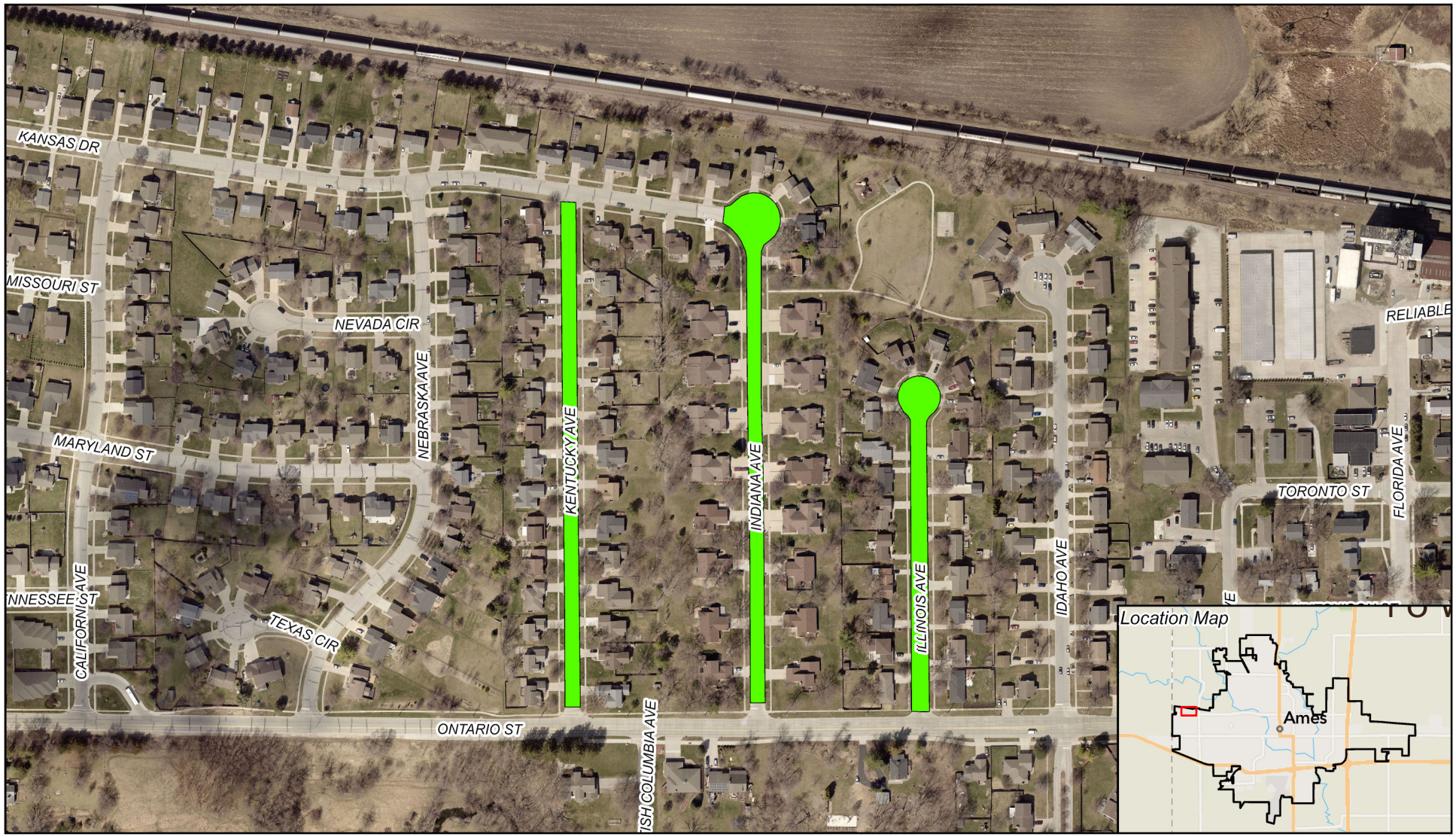


Project Location

N

2025-26 Asphalt Street Pavement Improvements

Kentucky Ave, Indiana Ave, Illinois Ave



Project Location

N

2025/26 Asphalt Street Pavement Improvements



Project Area

Sidewalk Extension

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

N