ITEM # <u>28</u> DATE: 10-14-14

#### **COUNCIL ACTION FORM**

SUBJECT: SITE PLAN AMENDMENT TO DEERY BROTHERS DEVELOPMENT AGREEMENT

#### **BACKGROUND:**

On October 23, 2012, the City of Ames approved a development agreement and Urban Revitalization Plan for approximately 23.5 acres on SE 16<sup>th</sup> Street in support of the construction of the Deery Brothers automobile dealership. (A location map is included in Attachment 1.) The urban revitalization area includes a 6.37 acre Lot 1 for the Deery Brothers automotive dealership, Lots 2 and 3 for future commercial development (2.77 & 3.34 acres, respectively), and an 11.10 acre Outlot A encompassing the floodway portion of the site. The adopted Urban Revitalization Plan included six qualifying criteria (Attachment 2) and the site plan for development of the site. A project must conform to the requirements of the Urban Revitalization Plan to receive tax abatement.

The City also entered into a Development Agreement with the legal entity known as Deery, Deery and Deery, LLC, herein referred to as "Deery." The development agreement included provisions in addition to the requirements of the Urban Revitalization Plan. Notably, it included a requirement that all of the improvements shown in Exhibit "C" of development agreement are to be completed within two years of approval of the agreement, i.e. October 23, 2014. These improvements include the buildings, grading, landscaping, parking, borrow pit, and channel straightening.

The applicant has opened the Deery Brothers automotive dealership while continuing to work on overall site improvements. The required Skunk River channel straightening work is underway at this time. The applicant believes they will complete the required improvements, including the seeding, by the October 23, 2014 deadline of the development agreement.

City staff has met with representatives of Deery to review the Development Agreement requirements and ensure compliance with the approved site plan. During those discussions, Deery indicated that the "borrow pit" on the west outlot was not excavated as initially approved. It is about 8-10 feet shallower than originally presented to the City Council. While the borrow pit still meets the site's stormwater management requirements, it does not have the original

estimated water storage capacity. The applicant explains that the projected amount of borrow from the pit to fill other parts of the site was overestimated and not necessary to be fully excavated to meet their interests. Staff identified this as a potentially significant change from the approved site plan and, in order to ensure that the Deery remains eligible for the abatement, the applicant is asking that the City Council approve a new Exhibit "C" to the Development Agreement reflecting the constructed improvements of the site.

An additional change is to the landscape plan for a required wetland mitigation imposed by the Army Corps of Engineers to allow for the channel straightening. As part of the Corps permit, Deery must provide approximately 0.75 acres of forest wetlands adjacent to the Skunk River that were previously identified as prairie plantings.

Since the discovery of the change in depth of the borrow pit and the wetland mitigation requirements, the applicant has identified other minor features of the site improvements that have changed. Some of the minor differences between the approved site plan and the as-built drawings include, the applicant has provided a full list, which is included in Attachment 3:

- 1. The building is about 700 square feet smaller in area than originally approved (now 23,611 square feet).
- 2. Parking islands were changed, but still meet zoning requirements.
- 3. Landscaping was changed, but still meets zoning requirements
- 4. Outdoor storage area dimensions have been changed.
- 5. Dumpster is now outside and properly screened rather than inside the building.

The enumerated changes are minor and do not affect zoning standards or the terms of the development agreement. These changes would not have been brought to the City Council for their consideration as they are "field changes" that most larger development projects experience and do not affect the performance measures of the development agreement.

If Council agrees to the Exhibit "C" changes described above, a corresponding amendment to the urban revitalization plan of Deery site plan Attachment A will follow at a later date as a noticed public hearing. This is necessary as both the development agreement and the Urban Revitalization Plan have the same exhibits.-

The proposed change to the exhibits of the Development Agreement does not change the performance standards for flood mitigation required by the Urban Revitalization Plan. The applicant will still need to demonstrate compliance with the qualifying criteria to be eligible for tax abatement even with the proposed changes to the site improvements. Conformance to the Urban Revitalization Plan will be determined at the time Deery requests tax abatement in February of 2015.

In 2012, Deery provided the analysis that the entire project (e.g. channel straightening, borrow-pit excavation, and the import of fill to build the site) resulted in "No-Rise" to the water surface level of a 100-year flood event and that the water surface level of a 100-year flood event fell 0.05 feet with the channel straightening. Within this analysis the borrow pit depth was very nearly the same elevation as the Skunk River surface water elevation and likely had minimal effect on the flood mitigation as a result of the water levels of the river. Staff believes that further review of the as-built drawings will be needed and potentially Deery will need to provide another hydraulic analysis to certify a "No-Rise" demonstrating that that the channel straightening will "mitigate flooding" as originally intended. A determination of compliance to the No Rise expectation will be made by the City Council in February 2015 prior to granting tax abatement.

#### **ALTERNATIVES**:

- 1. City Council can approve the resolution amending the development agreement by substituting a new Exhibit C and adding a list of changes as Exhibit D.
  - This option will allow for Deery to meet the performance requirement of completing site improvements by October 23, 2014. A subsequent formal determination of conformance to all requirements of the urban revitalization plan will occur in February of 2015. This option will also require the City Council to amend the Urban Revitalization Plan at a later date to include the revised exhibits after the required notices have been published.
- 2. City Council can choose not to amend the development agreement in regards to the major change of the borrow pit excavation.
  - This option will require Deery to complete the excavation of the borrow pit to the approved depth by October 23 in order to remain eligible for the tax abatement.

#### MANAGER'S RECOMMENDED ACTION:

City Council balanced multiple interests of commercial development and flood mitigation in 2012 when creating the S.E 16<sup>th</sup> Street Urban Revitalization Area. This was done in support of prior City investment in paving and improving S.E 16<sup>th</sup> street and to account for additional development costs of creating developable sites fronting on S.E 16<sup>th</sup> Street. Additionally, Council required that there be a benefit from development related to mitigation of potential flooding impacts from a 100-year flood.

At the time that the City Council approved the urban revitalization plan in 2012, Deery had supplied an analysis that the excavation, fill, and channel straightening would result in no rise to the water surface level of a 100-year flood event. Further, the analysis indicated that the water surface level of a 100-year flood would drop by 0.05 feet. That analysis was based on the Exhibit "C" site improvements, which included the channel straightening, fill to elevate the building and parking lot, and the capacity of the borrow pit.

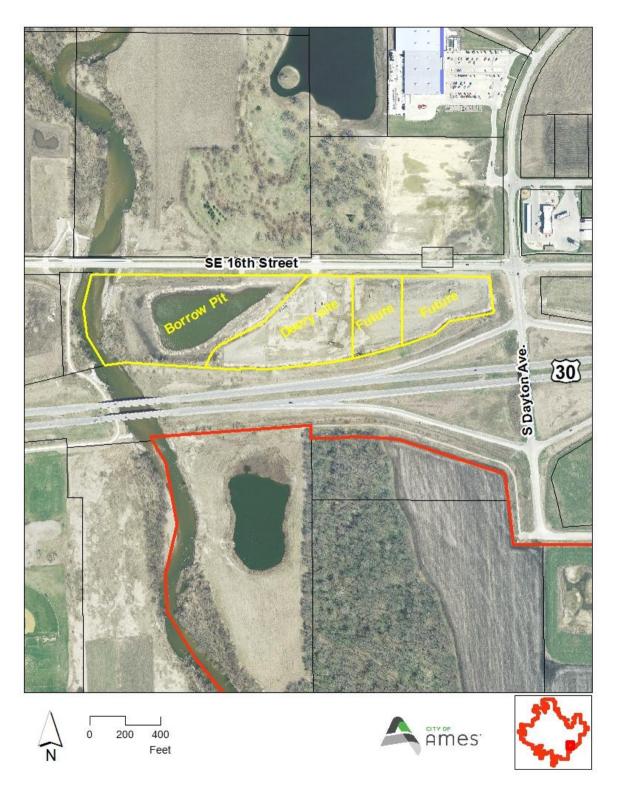
The applicant contends that the change in storage capacity of the borrow pit will have a de minis effect on the project's ability to mitigate flooding. The borrow pit is located in the floodway, it would be filled with water quickly in both its original form and depth and at the proposed depth. The applicant further maintains that the channel straightening work provides the required flood mitigation benefit of the project.

If the City Council approves the amendment to the development agreement by substituting a new Exhibit "C," Deery must still meet the qualifying criteria to obtain the tax abatement. Proof of this compliance must be provided to the City prior to making a final decision on tax abatement.

Therefore, it is the recommendation of the City Manager that the City Council accept Alternative #1, thereby amending the development agreement with Deery.

The requested action is only to amend the Development Agreement by substituting a new site plan. However, the site plan is also a component of the urban revitalization plan which also must be amended. If the City Council approves the amendment to the Development Agreement, staff will provide the notifications necessary for an amendment to the Urban Revitalization Plan and return for Council action at a later date.

ATTACHMENT 1: LOCATION MAP



### **ATTACHMENT 2: QUALIFYING CRITERIA (AND STAFF COMMENTS)**

The Urban Revitalization Policy for this area established six criteria that must be met in order for the City Council to consider designation of an Urban Revitalization Area. Below are the criteria, followed by City staff comments.

1. The properties have frontage on Southeast 16<sup>th</sup> Street between South Duff Avenue and South Dayton Avenue.

<u>Staff Comments</u>. The four properties associated with the site all have frontage on Southeast 16<sup>th</sup> Street between S. Duff Avenue and S. Dayton Avenue.

2. Fill or other flood proofing will be placed on the site up to an elevation of, at least, 887 feet (NGVD 29), when an engineer registered in lowa provides written certification that raising the land would result in "no rise" to the Base Flood Elevation (100 year flood levels).

<u>Staff Comments</u>. The development agreement and approved plan indicates that the finished floor elevation of the Deery Brothers building will be at 888 (NGVD 29). An Elevation Certificate has been presented showing the lowest floor of the finished building as meeting that elevation.

The engineer for the project has provided a letter in 2012 certifying that the proposed improvements (the fill being placed on the site, the excavation within the Floodway, and channel straightening) will result in "no-rise" to the Base Flood Elevation. This certification was based on the initially approved grading and excavation. A new certificate will need to accompany the request for tax abatement.

3. The cost incurred after making the request for tax abatement for the placement of fill for flood proofing up to an elevation of 887 feet or above and/or channel improvements (See Criterion 6), if applicable, is expected to be equal to or greater than the value of the City's portion of the tax abatement.

<u>Staff Comments</u>. This criterion requires the project to expend as much or more for the placement of fill and/or channel improvements than for the benefits received by the exemption (specifically, the value of the City's portion of the exemption). The Development Agreement accompanying this Plan specifies that the final costs of fill will need to be greater than the final value of the exemption or the "claw back" provisions will be initiated. <u>Deery must</u> submit a letter of credit in the amount of \$300,000 along with the application

for tax abatement to allow the city to claw back the city's value of the abatement, if Deery fails to meet this criterion.

4. A public sidewalk is to be constructed along the south side of the Southeast 16<sup>th</sup> Street adjacent to the property.

<u>Staff Comments</u>. The sidewalk is installed adjacent to Deery. Sidewalks adjacent to the other lots will be installed in the usual manner—prior to the occupancy of any buildings on the lot as allowed by the Agreement for Sidewalks and Street Trees included as part of the final plat documents.

The City Council approved a covenant in 2012 that defers the placement of the sidewalk adjacent to Outlot A until such time as the City builds a shared use path on the south side of the SE 16<sup>th</sup> Street bridge. This covenant waives the owner's rights to protest an assessment for the sidewalk when the time comes for the sidewalk to be installed.

- 5. The property will be used for uses permitted in the applicable zoning district <u>except</u> for the following as further defined and described in the Ames Zoning Ordinance:
  - a. Wholesale trade
  - b. Mini-storage warehouse facilities
  - c. Transportation, communications, and utility uses
  - d. Institutional uses
  - e. Adult entertainment businesses
  - f. Detention facilities
  - g. Agricultural or industrial equipment sales
  - h. Agricultural and farm related activities

<u>Staff Comments</u>. The development agreement restricts these uses in order to receive property tax exemption. These restrictions will remain after the term of the exemption.

6. Owners of property abutting a river must perform channel improvements (widening, straightening, clearing, etc.) and provide certification from an engineer registered in lowa that the improvements will mitigate flooding. These improvements must be approved by the DNR, Army Corps of Engineers, and the City of Ames.

<u>Staff Comments</u> The applicant obtained the necessary approvals from the Army Corps of Engineers, Iowa Department of Natural Resources, and the

City and has commenced the straightening of the east bank of the Skunk River adjacent to their property. In 2012, the engineer for Deery stated in his certification letter that the "project will mitigate flooding by providing an improved and stabilized channel in addition to the no-rise condition." Calculations submitted with that no-rise certificate indicate that although there would be up to 0.08 increase in the 100 year water surface elevation (WSEL) resulting from the fill alone, the river channel realignment in combination with the fill and borrow pit will result in a 0.05 decrease in the WSEL.

Because of the differences in the depth of the borrow pit and the resultant decrease in storage capacity, Deery will be required confirm meeting this standard. This will likely require a hydraulic analysis of the 100 year water surface level based on the actual grading and excavation. This will need to be submitted at the time that an application is made for the tax abatement.

RETURN TO:
BRIAN D. TORRESI
2605 NORTHRIDGE PKWY., STE. 101
AMES, IOWA 50010

Instrument:2012- 00014224
Date:Nov 28,2012 01:21:00P
Rec Fee: 125.00 E-Com Fee: 1.00
Aud Fee: .00 Trans Tax: .00
Rec Management Fee: 1.00
Non-Standard Page Fee: .00
Filed for record in Story County, Iowa
Susan L. Vande Kamp, County Recorder

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

Prepared by: Douglas R. Marek, City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010 (515-239-5146) Return recorded document to: City Clerk, City of Ames, 515 Clark Avenue, Ames, Iowa 50010

### AN AGREEMENT PERTAINING TO THE DEVELOPMENT OF LAND IN THE CITY OF AMES CALLED DEERY SUBDIVISION

THIS AGREEMENT PERTAINING TO THE DEVELOPMENT OF LAND IN THE CITY OF AMES CALLED DEERY SUBDIVISION (this "Agreement") is made and entered into this 33 day of October, 2012, by and between the CITY OF AMES, IOWA (the "City"), and Deery, Deery, and Deery, LLC, its successors and assigns (collectively, the "Developer"). The City and the Developer are sometimes collectively referred to herein as the "Parties" or individually as a "Party". This Agreement shall be effective on the date that the last of the Parties hereto executes same (the "Effective Date").

#### **RECITALS:**

WHEREAS, the Parties desire to improve and develop that certain real property (the "Site") legally described on the attached Exhibit A; and,

WHEREAS, the City has made a significant financial investment in the infrastructure along Southeast 16<sup>th</sup> Street in Ames, Iowa (the "<u>Corridor</u>") in order to promote commercial development activity within the Corridor; and,

WHEREAS, the Corridor is deemed by the City as important in that it serves as a major entryway to the City; and,

WHEREAS, as of the Effective Date, there has not been any major private sector development within the Corridor; and,

WHEREAS, the Site is located within the Corridor; and,

WHEREAS, pursuant to Iowa Code Section 404.1(4), the City may, by ordinance, designate an area which is appropriate as an "economic development area" (as that term is defined in Iowa Code Section 403.17) as an urban revitalization area; and,

WHEREAS, the Developer seeks the City's approval and designation of the Site as an

urban revitalization area under Iowa Code Sec. 404.1 subject to the satisfaction of the Qualifying Criteria (as defined Section I(A)(1) herein) and in accordance with the Plan (as defined in Section I(A)(1) herein); and,

WHEREAS, the City desires to designate the Site as an urban revitalization area and approve the Plan, and the Developer desires to perform its required obligations under this Agreement as a condition of the approval of the Plan.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, and reliance on the same, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto have agreed and do agree as follows:

#### I. PURPOSES

#### A. The purposes of this Agreement are to:

- 1. Assure that the Developer satisfies six (6) qualifying criteria (the "Qualifying Criteria") for the Urban Revitalization Area Plan titled the Southeast 16<sup>th</sup> Street First Urban Revitalization Area (the "Plan"), said criteria being set forth on the attached Exhibit B which is incorporated herein by this reference as if fully set forth.
- 2. Provide remedies to the City, including payments in lieu of taxes (all the "<u>Clawback Payments</u>" and each a "<u>Clawback Payment</u>") by the Developer to the City, all in accordance with Section VII herein, in the event the Developer is not able to satisfy the Qualifying Criteria.
- B. This Agreement does not create or vest in any person, firm, or organization, other than the City, any rights or causes of action with respect to any performance, obligation, plan, schedule, or undertaking of the Developer as stated in this Agreement. This Agreement does not prevent the City from amending, modifying, or releasing the Developer from some or all of the terms and conditions of this Agreement with the mutual consent of the Developer. No person shall have any cause of action or recourse against the City or the Developer by reason of any such amendment, modification, or release.
- C. Notwithstanding anything in this Agreement to the contrary, the Parties hereby understand, acknowledge, and agree that the primary purposes of this Agreement are: (i) to ensure that the Site is developed in compliance with the Qualifying Criteria and to ensure that, in the event the Developer is unable to satisfy the Qualifying Criteria, the City is able to recoup the value of the City's Tax Portion (as defined in Section IV(B)); and (ii) to obtain urban revitalization tax exemption for Lot-1 (as defined in Section III(C) herein) and to provide that any future failure of Lot-2 or Lot-3 (as those terms are defined in Section IV(B) herein) to satisfy Paragraphs 2, 3, or 5 of the Qualifying Criteria as enumerated on Exhibit B, shall in no way affect the benefits received by the Developer as to Lot-1 and shall not trigger any Clawback Payment or impact the Security (as defined in Section VIII(A) herein) given by the Developer as to Lot-1.

#### II. IMPROVEMENTS

A. The Developer agrees to construct the improvements on the Site as shown on the attached Exhibit C and in accordance therewith within two (2) years of the Effective Date.

#### III. FLOOD MITIGATION/NO RISE IN WATER LEVEL

- A. The Developer agrees to complete the improvements to the river channel and the borrow pit/storm water management area (collectively, the "Flood Mitigation Improvements") as illustrated on Exhibit C within two (2) years of the Effective Date.
- B. The Developer shall secure the necessary approvals for the completion of the Flood Mitigation Improvements from the appropriate governmental agencies, including, but not limited, to the City, the Iowa Department of Transportation, the Iowa Department of Natural Resources, and the U.S. Army Corps of Engineers, in order to ensure that the Flood Mitigation Improvements can be completed.
- C. The Developer further agrees that the Developer, or the current titleholder of that certain parcel of real property within the Site identified on the attached Exhibit C as Lot One (1), Deery Subdivision, Ames, Story County, Iowa ("Lot-1"), in the event the Developer does not hold title to Lot-1, will have the continuing responsibility to maintain and ensure the continued existence of the Flood Mitigation Improvements (the "Flood Mitigation Improvement Maintenance"). The Flood Mitigation Improvement Maintenance shall include the dredging or removing of any silt or debris that might settle or alter the finished grades of the river channel and the borrow pit/storm water management area, and the maintenance of any erosion control/bank stabilization measures associated with the river channel and borrow pit, including vegetation and/or installed rip-rap.
- D. The Parties hereby understand, acknowledge, and agree that the completion of the Flood Mitigation Improvements by the Developer in accordance with this Section III shall result in the satisfaction of the criterion described in Paragraph 6 of the Qualifying Criteria as attached hereto as Exhibit B.

#### IV. PLACEMENT OF FILL ON THE PROPERTY

- A. The Developer shall place fill dirt (the "Fill Improvements") to achieve a finished-floor elevation of eight hundred eighty-eight (888) feet or above, or flood-proofing to an elevation of eight hundred eighty-eight (888) feet (National Geodetic Vertical Datum 1929) or above, on Lot-1. The Fill Improvements shall be completed within two (2) years of the Effective Date and in accordance with the attached Exhibit C.
- B. The Developer understands and agrees that in order for the Site to be eligible as an "economic development area" for urban revitalization tax exemption purposes, the total costs incurred for the Fill Improvements on or related to Lot-1, Lots Two (2) and Three (3), Deery Subdivision, Ames, Story County, Iowa (respectively, "Lot-2" and "Lot-3") (Lot-1, Lot-2, and Lot-3 are hereinafter collectively referred to as the "Lots" or individually as a "Lot"), and the Flood Mitigation Improvements (hereinafter collectively referred to as the "Total Fill Cost")

must be equal to or greater than the City's portion of the total tax exemption realized on each of the Lots once the Lots are graded and developed (the "City's Tax Portion"). If the Total Fill Cost does not exceed the City's Tax Portion, the Developer agrees to reimburse the City for the value of any or all such exemption realized by the Developer and foregone by the City by making Clawback Payments to the City in accordance with Section VII herein.

- 1. In order to verify that the "economic development area" eligibility requirement set forth in Section IV(B) has been met, the Developer agrees as follows:
- a. to provide documentation to the City within two (2) years of the Effective Date, in a form satisfactory to the City Finance Director, which shall consist of actual invoices and proof of payment for the Total Fill Cost;
- b. that, for the purpose of determining whether Paragraph 3 of the Qualifying Criteria has been satisfied as required by Section IV(B) for each of the Lots, the Total Fill Cost shall be allocated as follows: (i) one-third (1/3) of the Total Fill Cost will be allocated to Lot-1; (ii) one-third (1/3) of the Total Fill Cost will be allocated to Lot-2; and (iii) one-third (1/3) of the Total Fill Cost will be allocated to Lot-3;
- c. that at the end of the tax exemption period for the improvements on each Lot, a comparison will be made between the City's Tax Portion of the tax exemption received for each Lot and the per Lot allocation of the Total Fill Cost described in Section IV(B)(1)(b) herein.
- C. For purposes of this Agreement, the term "Total Fill Cost" shall include any and all costs related to the Fill Improvements from and after February 14, 2012, including, but not limited to, costs for engineering, surveying, and transporting the dirt and/or fill, in addition to the actual costs for the dirt and/or fill itself.
- D. The Parties hereby understand, acknowledge, and agree that the completion of the Fill Improvements by the Developer in accordance with this Section IV shall result in the satisfaction, as to Lot-1, of the criteria described in Paragraphs 2 and 3 of the Qualifying Criteria as attached hereto as Exhibit B.

#### V. RESTRICTIONS ON USES PERMITTED ON THE SITE

- A. The Developer covenants and agrees that the following uses, as described in the City's Municipal Zoning Ordinance, are prohibited on the Lots:
  - a. Wholesale trade;
  - b. Mini-storage warehouse facilities;
  - c. Transportation, communications and utility uses;
  - d. Institutional uses;

- e. Adult entertainment businesses;
- f. Detention facilities:
- g. Agricultural or industrial equipments sales; and
- h. Agricultural and farm related activities.
- B. For purposes of satisfying the Qualifying Criteria, the Parties hereby understand, acknowledge, and agree that, as long as none of the uses or activities enumerated in Section V(A) occur on the Lots, the criterion described in Paragraph 5 of the Qualifying Criteria as attached hereto as Exhibit B shall be considered satisfied.
- C. The Parties hereby further understand, acknowledge, and agree that the restrictions on uses permitted on the Site enumerated in Section V(A) apply to the Lots at all times regardless of the eligibility of the Lots for urban revitalization tax exemption as contemplated herein.

#### VI. BASIS OF EXEMPTION

The Developer agrees that in the event that the Site qualifies as an "economic development area" and receives urban revitalization tax exemption as contemplated by this Agreement, the Developer shall request a one hundred percent (100%) exemption from taxation on the actual value added by the improvements on the Lots for a period of three (3) years, as provided in Iowa Code Section 404.3(3).

#### VII. PAYMENTS IN LIEU OF TAXES

- A. In the event of the occurrence of any of the following Disqualifying Conditions (as defined in this Section VII(A)) after the City's approval of the request for tax exemption, the Developer shall make Clawback Payments as herein described. If a Disqualifying Condition occurs, the Developer shall make annual payments to the City that equal the difference between the real property taxes that would have been received by the City from each Lot and the real property taxes actually received by the City from each Lot. The Disqualifying Conditions are as follows:
- 1. The Developer is unable to obtain necessary approvals from the Iowa Department of Natural Resources, the Iowa Department of Transportation, the U.S. Army Corps of Engineers, and the City, to perform the Flood Mitigation Improvements; or
- 2. The Developer fails to provide to the City, within two (2) years of the Effective Date, certification from an engineer registered in the State of Iowa that the Flood Mitigation Improvements completed by the Developer pursuant to Section III will mitigate flooding; or
- 3. The Total Fill Cost, as allocated to the Lots as provided in Section IV(B)(1)(c), is not equal to or greater than the value of the City's Tax Portion. A separate

determination whether this third Disqualifying Condition has occurred will be made for each Lot.

B. Subject to Section VIII herein, the Clawback Payments shall be due and payable to the City in accordance with the statutory schedule for payment of real property taxes to the Story County Treasurer in equal installments over three (3) years immediately following the occurrence of any of the Disqualifying Conditions. Any and all rights of the City related to Clawback Payments hereunder shall be extinguished and waived only upon a determination made in writing by the City Finance Director, after the end of the third (3<sup>rd</sup>) full assessment year in which exemption was claimed for Lot-1, that no Disqualifying Condition has occurred or that all Clawback Payments due as to Lot-1 have been received.

#### VIII. SECURITY

- A. In order to secure the obligation to make Clawback Payments in the event of the occurrence of a Disqualifying Condition as to Lot-1, the Developer shall provide to the City, contemporaneous with the Developer's initial application for urban revitalization tax exemption, a letter of credit in the amount of Three Hundred Thousand Dollars and 00/00 (\$300,000.00) (the "Security") in a form approved by the City Attorney. Upon request of the Developer, the City annually may reduce the amount of the Security required to satisfy this obligation. The Security shall be released by the City only upon a determination made in writing by the City Finance Director, after the end of the third (3<sup>rd</sup>) full assessment year in which exemption was claimed for Lot-1, that no Disqualifying Condition has occurred or that all Clawback Payments due as to Lot-1 have been received.
- B. Notwithstanding anything in this Agreement to the contrary, prior to the City exercising any of its rights hereunder as to the Security, the City shall provide reasonable notice to the Developer identifying the Disqualifying Condition that has occurred and providing the Developer with the option to provide the City with the Clawback Payments as provided in Section VII herein in lieu of the City exercising its rights as to the Security.
- C. The Parties hereby understand, acknowledge, and agree that before any improvements may be installed or constructed on Lot-2 or Lot-3, the Developer or then current titleholder of Lot-2 or Lot-3, as the case may be, must first obtain approval from the City of a revised site plan, a condition of which may be the requirement to enter into a supplemental development agreement that may include provisions for Clawback Payments, Security, and other terms and conditions consistent with the terms of this Agreement.

#### IX. CITY'S REMEDIES

- A. In that the Developer seeks to persuade and induce the City to approve the Plan, it is understood and agreed that the City shall not issue any permits with respect to any portion or Lot on the Site for which a final plat of subdivision has not been approved and filed for record.
- B. The City shall not issue a building permit, zoning permit, or any other permit of the City with respect to any excavation, construction, reconstruction, or remodeling on the Site unless said work is undertaken in accordance with the provisions of this Agreement.

- C. All ordinances, regulations, and policies of the City now existing, or as may hereafter be enacted, shall apply to activity or uses of the Site.
- D. The City shall be able to obtain an order for specific performance against the Developer for performance of the Flood Mitigation Improvement Maintenance in the event the Developer breaches Section III(C) of this Agreement, and the City shall be able to obtain an order for injunctive relief against the Developer in the event any of the restricted uses or activities occur on the Lots in violation of Section V(A) of this Agreement.

#### X. SATISFACTION/WAIVER OF CRITERIA

- A. The Parties hereby understand, acknowledge, and agree that the criterion described in Paragraph 1 of the Qualifying Criteria as attached hereto as Exhibit B has already been satisfied.
- B. The Parties hereby understand, acknowledge, and agree that the criterion described in Paragraph 4 of the Qualifying Criteria as attached hereto as Exhibit B has been waived by the City pursuant to the terms and conditions of that certain Covenant for Assessment of Costs of Sidewalk Improvements between the Parties of even date herewith.

#### XI. COVENANT WITH THE LAND

This Agreement shall run with the Site and shall be binding upon the Developer and any and all future titleholders of record of the Lots.

#### XII. GENERAL APPLICABILITY OF OTHER LAWS AND ORDINANCES

The Developer understands and agrees that all work done by or on behalf of the Developer with respect to public streets, sidewalks, shared use paths, building design and construction, and utilities (both on-site and off-site) shall be made in compliance with the Iowa Code, the Ames Municipal Code, Iowa Statewide Urban Design and Specifications, and all other federal, state, and local laws and policies of general application, whether or not such requirements are specifically stated in this Agreement.

#### XIII. AMENDMENTS

Any and all provisions of this Agreement may be amended, cancelled or extended only by the mutual agreement of the Parties in writing.

#### XIV. INCORPORATION OF RECITALS AND EXHIBITS

The Recitals, together with any and all exhibits attached hereto, are confirmed by the Parties as true and correct and incorporated herein by reference as if fully set forth verbatim. The Recitals and exhibits are a substantive, contractual part of this Agreement.

#### XV. JURY TRIAL WAIVER

THE PARTIES HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS AGREEMENT OR INSTRUMENT, OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTION OF ANY PARTY HERETO. NO PARTY SHALL SEEK TO CONSOLIDATE BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN RELINQUISHED BY ANY PARTY HERETO EXCEPT INSTRUMENT EXECUTED BY ALL PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective as of the date first above written.

CITY OF AMES, IOWA	
By: Am & Campbell	
Ann H. Campbell, Mayor	
Attest by . June R. Vass	
Diane R. Voss, City Clerk	
STATE OF IOWA, COUNTY OF STORY, ss:	riggitanty y years i territoria.
On this 23rd day of October, 2012,	before me, the undersigned, a Notary Public
in and for said State, personally appeared Ann H.	Campbell, Mayor, and Diane R. Voss, City
Clerk, to me known to be the identical persons	
instrument, and acknowledged that they executed the	same as their voluntary act and deed.
8. *	-till & . Properly
	Notary Public in and for Story County, Iowa
DEERY, DEERY, AND DEERY, LLC	WALL SUPPLIES
By: Brad Deery, Manager	JILL L. RIPPERGER Commission Number 145542 My Commission Expires
Diad Deery, Manager	· var
STATE OF IOWA, COUNTY OF Ston, ss:	



Brad Deery, the Manager of Deery, Deery and Deery, LLC.

This instrument was acknowledged before me on this  $\partial 3$  day of October, 2012, by

## Exhibit A LEGAL DESCRIPTION OF THE SITE

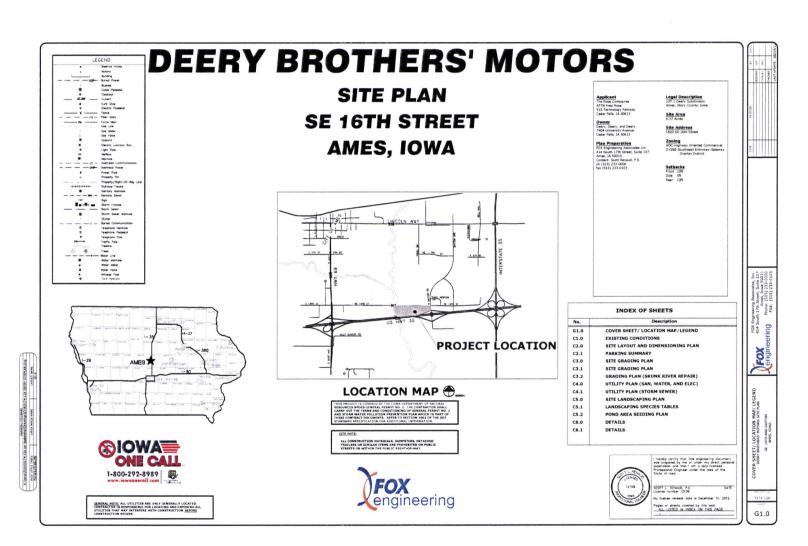
A subdivision of Parcel E, as shown on the Plat of Survey filed on September 3, 1998 at Inst. No. 98-12413, and Parcel G and Parcel H, as shown on the Plat of Survey (Corrected) filed on February 8, 2001 at Inst. No. 01-01457, all being in the North Half of Section 13, Township 83 North, Range 24 West of the 5th P.M., City of Ames, Story County, Iowa, all together containing 23.58 acres.

#### Exhibit B

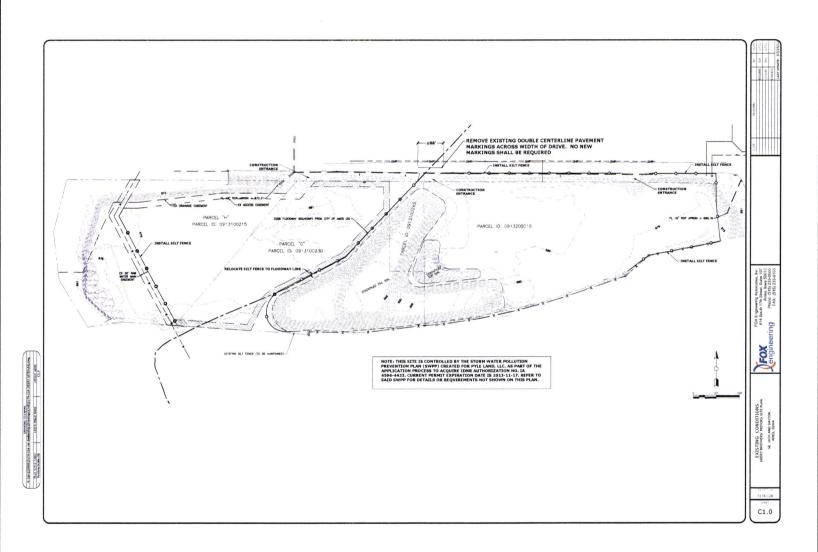
# QUALIFYING CRITERIA FOR URBAN REVITALIZATION AREA PLAN TITLED THE SOUTHEAST 16<sup>TH</sup> STREET FIRST URBAN REVITALIZATION AREA

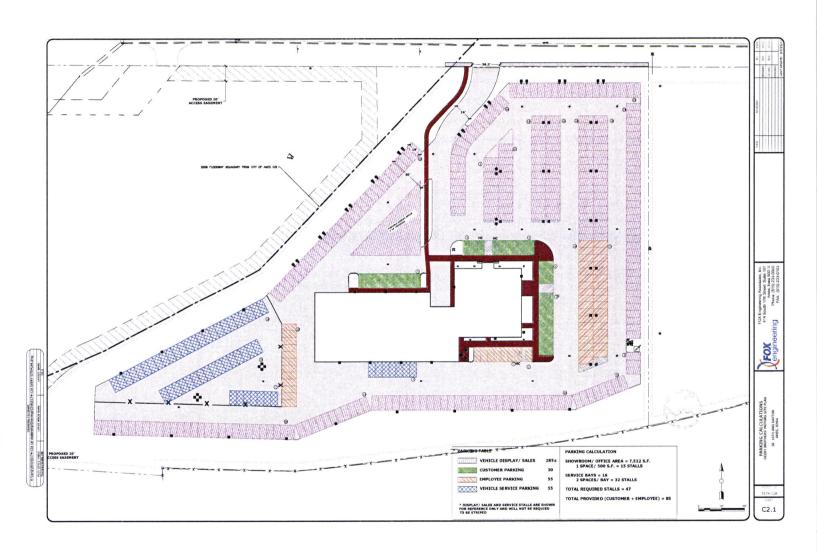
- 1. The properties have frontage on Southeast 16<sup>th</sup> Street between South Duff Avenue and South Dayton Avenue.
- 2. Fill or other flood proofing will be placed on the site up to an elevation of at least 887 feet (NGVD29) when an engineer registered in Iowa provides written certification that raising the land would result in "no rise" to the Base Flood Elevation (100 year flood level).
- 3. The cost incurred after making the request for tax abatement for the placement of fill for flood proofing up to an elevation of 887 feet or above and/or channel improvements (see criterion 6), if applicable, is expected to be equal to or greater than the value of the City's portion of the tax abatement.
- 4. A public sidewalk is to be constructed along the south side of Southeast 16<sup>th</sup> Street adjacent to the property.
- 5. The property will be used for uses permitted in the applicable zoning district <u>except</u> for the following, as further defined and described in the Ames Zoning Ordinance:
  - a. Wholesale trade
  - b. Mini-storage warehouse facilities
  - c. Transportation, communications and utility uses
  - d. Institutional uses
  - e. Adult entertainment businesses
  - f. Detention facilities
  - g. Agricultural or industrial equipment sales
  - h. Agricultural and farm related activities
- 6. Owners of property abutting a river must perform channel improvements (widening, straightening, clearing, etc.) and provide certification from an engineer registered in Iowa that the improvements will mitigate flooding. These improvements must be approved by the DNR, Army Corps of Engineers and the City of Ames.

# <u>Exhibit C</u> DEERY BROTHERS' MOTORS SITE PLAN



p.12

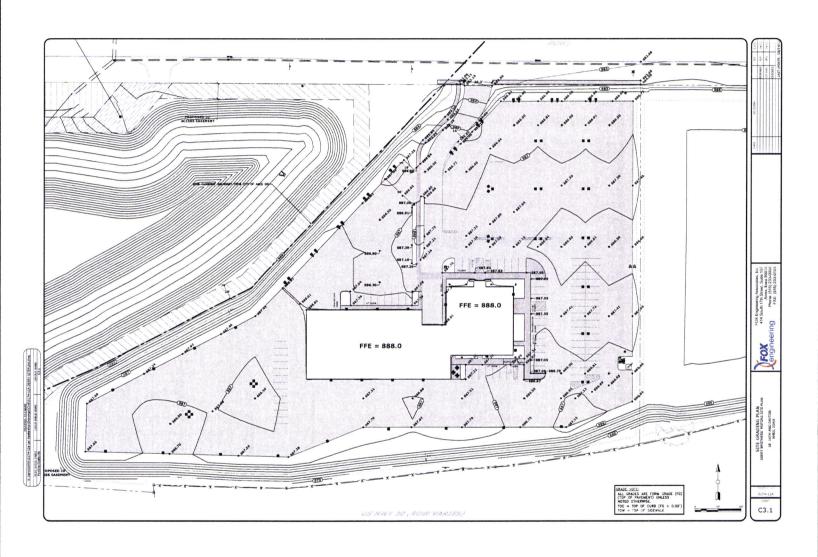




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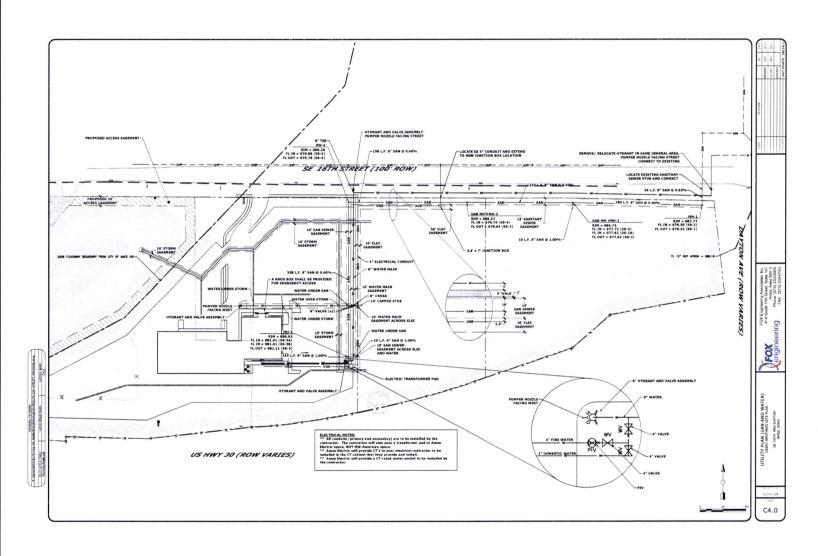
SORROW AREA

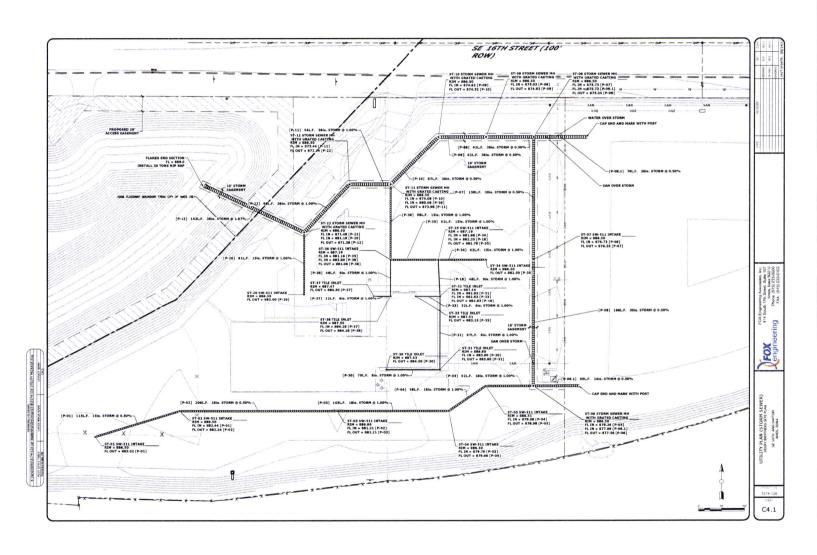
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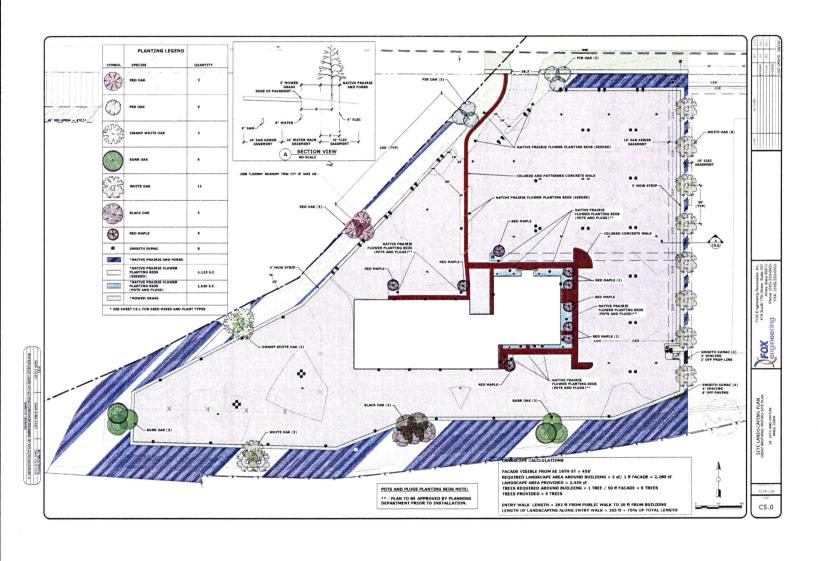


Fox 1448 engineering NATIVE SEEDING-WILDFLOWERS GRADING PLAN (SKUNK RIVER REPAIR)
DEER BROTHEIS NOTOES SITE PLAN
SOOTH 16TH STREET
AMES, DOWA ECB ANCHOR TRENCH (TYP) TRM ANCHOR TRENCH (TYP) NORMAL POOL = 868± 🗸 TYPICAL CHANNEL CROSS SECTION 5174-12A >+ee7 C3.2

\* \* \* \* \* \* \* \* \*







1 43 E

NATIVE PRAIRIE FLOWER PLANTING BEDS (SEEDED)				NATIVE PRAIRIE AND FORBS (SUNNY AREAS)							
Genus	-	Common Hame	Seeds vs.	Demis	Iposies	Common Home					
morpha .	canescens	Lead Plant	16,000	Amorpha	canescens	Lead Plant	16.000				
naphalis	margaritacea	Pearly (vertasting	218,000	Anaphalis	margaritaces	Pearly (verlasting	218.00				
ndropogon	ger ardii	Sig Bluestern	10,000	Andropagan	Tex mag	Sig Sivestem	10,000				
ndropogon	xoparius	Little Bluestern	15,000	Andropogen	coparius	Little Blorstern	15,000				
метом	virginiana	Tall Thimblewood	28,000	Anessone	virginiana	Tall Thirebleweed	28,000				
quéegia	canadensis	Columbine	18,000	Aquilegia	canadensis	Columbine	18,000				
terrisia	ludoviciana	Prairie Sage	150,000	Artemisia	Iudoviciana	Prairie Sage	250,00				
clepias	tubero-sa	Butterfly Weed	4,300	Asclepias	tuberosa	Satterfly Weed	4,300				
depias	tyriaca	Common Milkweed	4.000	Asclepias	writera	Common Milkweed	4,000				
Ber	ericoides	Heath Aster	200,000	Aster	encodes	Heath Aster	200,00				
der	appress	Sky Blue Arter	90,000	Aster	amreus	Sky filue Aster	90,000				
aer .	oblongifolius	Aromatic Aster	53,000	Aster	oblongfolies	Aromatic Aster	51,000				
aer	sericeus	Silloy Aster	26,000	Aster	sericeus	Silley Aster	26,000				
per .	laevis	Smooth Blue Anter	55,000	Aster	laries	Smooth Blue Auter	55,000				
itragalus	ranadensis	Canadian Milk Vetch	17,000	Autragalus	canadensis	Canadian Milk Vetids	17,000				
oti sa	dba	White Wild Indigo	1,700	Napo sia	aba	White Wild Indigo	1,790				
stelous	curtipendula	Side-oats Grama	6,000	floutelous	curtipendula	Side-pats Grama	6,000				
ex.	vulpinoidea	Brown Fox Sedge	100,000	Carex	vulpensidea	Brown Fox Sedge	100.0				
190	fasciculata	Partridge Pea	2,700	Cassia	favoculata	Partridge Pea	2,700				
ropus	tripteris	Tall Coreopsis	14,000	Coreopus	tripteris	Tall Coreopsis	14,00				
manthus	Hispensis	Street Standle Hower	4.200	Demanthus	(Smoorn's	Sirci stande Flower	4.200				
modum	canadense	Showy Tick Trefoil	5,500	Desmodum	canadense	Showy Tick Trefoil	5,500				
ninacea	pallida	Pale Purple Coneffouer	5.200	Echinacea	pallida	Pale Purple Conefforer	5.200				
mus	canadensis	Canada Wild Rye	5,200	Deman	canadenes	Canada Wild Rye	5,200				
neium	veccifolium	Rattlespake Master	7500	Trynglem	vecolotom	Rattlewake Master	7.500				
ntiara	Banda	Cream German	140,000	Gentiana	Sanda	Cream Gentian	140.0				
Aopus	heliantholdes	Early Sunflower	6,300	Heliopsis	heliantholdes	Larly Sunflower	6,300				
schera	richardsonii	Praine Alumnost	790,000	Heuchera	richardsonii	Prairie Alumonot	700.9				
pericare	punctatum	Dotted St. John's Wort	580,000	Hypericum	punctation	Detted St. John's Wort	590.0				
eris	amera	Switzer Slaving May	16,000	Liatris	amera	Setton Sledow Mar	16.00				
marda	deportata	Southed Ree Balos	90,000	Monarda	Destrata	Southed Ree Salos	90 00				
maria maria	Salatore	Wed Response	70.000	Monarda	Satulana	Wild Sergamot	70.00				
onarea onthera	hieras	Common Evening Primone	70.000	Denothera	biennis	Common Evening Primorum	90.00				
mounes?	virgature	Switch Gram	14.000	Famoura	Vicesous .	Swift Gran	14.00				
wom reference	Get en	Fouglove Sear drongue	130,000	rencen	details	Forglove Beandtongue	110.0				
talostemum	condidors	White Prairie Clover	19.000	Petalostemum	candidom	White Prairie Clover	19.00				
talostemum	Candidoni	Purple Prairie Clover	15,000	Petalostemum	Candidom	Purole Prairie Clover	15.00				
movemen motific	N. Garla	Pracie Cinquetoli	230,000	Potentila	or more	Prairie Cinquefoil	230.0				
mantheman	termifolium	Variet Uniqueton Mine	378,000	Potentila	teracleium	Vander Mountain Mint	178.0				
nanthenum	drainianin	Mountain Mint	720.000	Pictorethenum	victinianum	Mountain Miné	220.0				
ytaneneesaan Shirta	cimeta	Mountain Ment Yellow Conellower	224,000	Facilitation	nimets.	Mountain Mint reliaw Connillower	10.00				
		Yellow Coneflower  Sweet Black eved Susan	41.000		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Super Black eved Susan	41.00				
sbeckia	subtomentosa		43.000	Rudbeckia	subtomentosa		43,00				
Beckia	tréoba	Brown eyed Susan	92,000	Nasbeckia	triloba	Brown eyed Sosan	92.00				
fbeckia etka	heta humās	Mack-eyed Squan Wild Petunia	52,000	Audieckia	hirta Permilis	Mack-eyed Sosan Wild Petunia	5,200				
etka ohium	remarks and		1,200	Santa	integrafolium		1,200				
duan duan	Lacinianum	Rosin Wired Compass Mant	1,200	Signium	laciniatum	Rosin Weed Compass Plant	1,700				
idago		the second second second					100.0				
	nemoralis	Old Field Goldenrod	100,000	Salidago	nemoralis	Old Field Goldenvod					
idago	rigida	Stiff Goldenvod	42,000	Solidago	rigida	Stiff Goldenrod	41,00				
ogaže	speciosa	Showy Golden od	95,000	Solidago	ресем	Showy Golden od	95,00				
ghastran	nutans	Indian Grass	12.000	Sorghastrum	nutans	Indian Grass	12,000				
or obolus	aper	Rough Dropwed	10,000	Sporoboles	arper	Rough Dropwerd	30,00				
probalus	heterolepis	Prairie Dropwed	16,000	Sporobokes	heterolepis	Prairie Dropwed	19,000				
ocram	canadenie	Germander	20.000	Tescrium	canadense	Germander	20,00				
de scarvia	bracteata	Prairie Spidenwort	10,000	Tradescantia	bracteata	Prairie Spiderwort	10,000				
Deriu .	stricta	Heavy Vervain	28.000	Verbena	stricta	Heary Vervain	29.000				
nonicastrum	virginicum	Culver's Root	900,000	Veronicastrum	sirginicum	Culver's Root	800,00				
	aptera	March Seaf Colden Alexanders	12.000	Circle	agéer à	Heart leaf Golden Mexanders	12,000				

Serus Species Common Name		Common Name	Seeds/or.
Carex	rosea	Curty-styled Wood Sedge	53,000
Paricum	virgatum	Switch Grass PLS	14,000
Carex	brevior	Plains Oval Sedge	29 000
Carea	molesta	Field Oval Sedge	25,000
Caree	myskingamenus	Pains Sedge	7,500
Cares	spr mgelii	Long-beaked Sedge	10,000
Cares	laeviconica	Long-toothed Lake Sedge	7,500
Sporoboles	heterologis	Northern Dropseed PLS	16,000
Coeleria	UI-stata	Ause (ir ass PLS	200,000
Dymus	villows	Silky Wild Rye P15	5,500
Sparobales	arper	Rough Dropwed	30,000
Hydric	patria	Bortlebrush Grass PLS	7,600
Dymus	virginicus	Virginia Wild Bye P15	4,200
Andropogon	Kopanus	Little Blueston PLS	15,000
Bootelous	curtoendula	Side-pats (crama P15	6,000

#### Plant List for Landscaping Adjacent to the Building Potential list of plants that will be used. Variety based on availability and time of planting. Detailed plan to be reviewed by the City prior to installation.

scientific name	common name	ht sun			morstu	re	shade	sun			
Hystra patura	Betlebrush grass	y		5	*			DM		98	
Schzactyrum scoperus	Little bluestern	У		5			м	DM	0		294
Sperobalus heterolepis	Prairie dropseed	r		8		100		OM	0		98
Amorphia catericens	Lead plant	r				ww		ОМ	D	198	
Anemone catagerisis	Canada anemone	1		1		1000				198	
Aquiega canadensis	Columbine	2"		9	*		w	DM	0	294	
Artemisa suboviciana	Praide sage	r		8					0		98
Ascieptes tuberosa	Euterity weed	r					м	DM	0		294
Aster azureus	Sky blue aster	r		2				OM	0		198
Asser oplongfolius	Arometic sater	r						OM	0		98
Paprisia europhana	Cream indige	r		5				DM	D		98
Coreopus parnate	Prairie coreopale	2		1				DM	D		98
Echnacea palida	Pale purple coneflower	2		3			м	OM	D		98
Esphorthe corollate	Flowering spurge	r		8			w	OM	0		98
Latis punctate	Dutted biasingstar	2	,					DM	0		98
Lights scanosa	Northern blazingster	2		9			w	DM	0		98
Listre oquanosa	Scaley biazingster	r	P	1				DM	0		98
Cenothera macrocarpa	Missouri evening primoses	r	P	5				DM	0		198
Ovytropis ambets	Locawood	5"						DM	0		98
Peristemon cobave	Showy beerdlengue	2		5				DM	0		98
Perstence gransforum	Large-flowered beantlongue	r		8				OM	D		198
Proce proce	Prairie philos	2		8				OM	0		106
Pueta humes	Wild petunia	r.	P	8				DM	0		98
Solidago nemoralini	Grey poiderrod	r		1				OM	0		96
Solidago ulmifolia	Dire reserved goldenroad	r			w			DM		98	
Dos sorers	Heart-leaved golden slexanders	r		9			w	DM			98
										882	2752

P. AZ

28/20/10 545 C6/20/11 545 C9/20/10 545

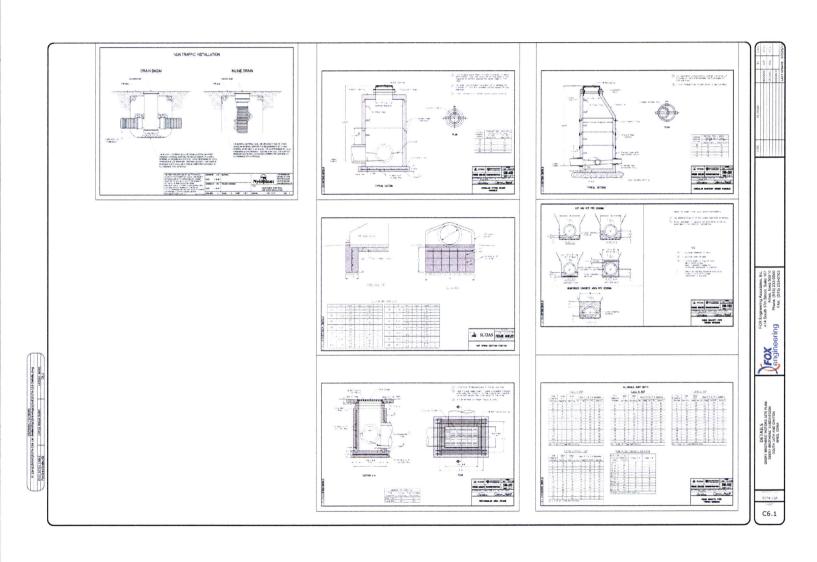
FOX Engineering Associates unc. 414 South 17th Street State 107 Areas less 500 0 Phose (16) 233-4000 FAX, (516) 233-4000

LANDSCAPING SPECIES TABLES
DEEK BROTHERS SITE PLAN
SE 16TH AND DAYTON
ANES, 109M.

5174-12A 5-617 C5.1

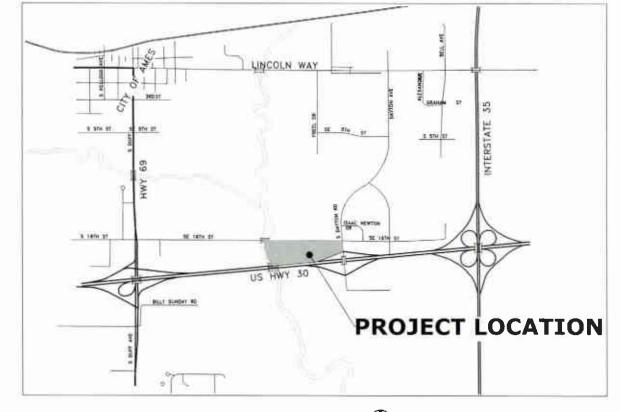
p. 23

r. w.



**LEGEND** 

SITE PLAN **SE 16TH STREET** AMES, IOWA





www.iowaonecall.com

AMES 7

GENERAL NOTE: ALL UTILITIES ARE ONLY GENERALLY LOCATED CONTRACTOR IS RESPONSIBLE FOR LOCATING AND EXPOSING ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION BEFORE CONSTRUCTION BEGINS.

LOCATION MAP

THIS PROJECT IS COVERED BY THE JOWA DEPARTMENT OF NATURAL RESOURCES NIPDES GENERAL PERMIT NO. 2. THE CONTRACTOR SHALL CARRY OUT THE TERMS AND CONDITIONING DO GENERAL PERMIT NO. 2. AND STORM WATER POLLUTION PREVENTION PLAN WHICH IS PART OF THESE CONTRACT DOCUMENTS. REFER TO SECTION 2602 OF THE DOT STANDARD SPECIFICATION FOR ADDITIONAL INFORMATION.

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC RIGHT-OF-WAY.



## RECEIVED

OCT 0 1 2014

CITY OF AMES, IOWA DEPT. OF PLANNING & HOUSING

**Zoning**HOC-Highway Oriented Commercial
O-GSE-Southeast Entryway Gateway

Overlay Distort

Legal Description

LOT 1 Deery Subdivision

Applicant
The Rose Companies

Cedar Falls, IA 50613

ATTN Fred Rose 915 Technology Parkway

Owner Deery, Deery, and Deery

7404 University Avenue Cedar Falls, IA 50613

Plan Preparation
FOX Engineering Associates Inc
414 South 17th Street, Suite 107

Ames, IA 50010 Contact Scott Renaud, P E ph (515) 233-0000 fax (515) 233-0103

Setbacks Front 20ft Side 5ft Rear 10ft

**INDEX OF SHEETS** 

Description								
COVER SHEET/ LOCATION MAP/LEGEND								
EXISTING CONDITIONS								
SITE LAYOUT AND DIMENSIONING PLAN								
PARKING SUMMARY								
SITE GRADING PLAN								
SITE GRADING PLAN								
GRADING PLAN (SKUNK RIVER REPAIR)								
UTILITY PLAN (SAN, WATER, AND ELEC)								
UTILITY PLAN (STORM SEWER)								
SITE LANDSCAPING PLAN								
LANDSCAPING SPECIES TABLES								
POND AREA SEEDING PLAN								
DETAILS								
DETAILS								
WETLAND MITIGATION PLAN								
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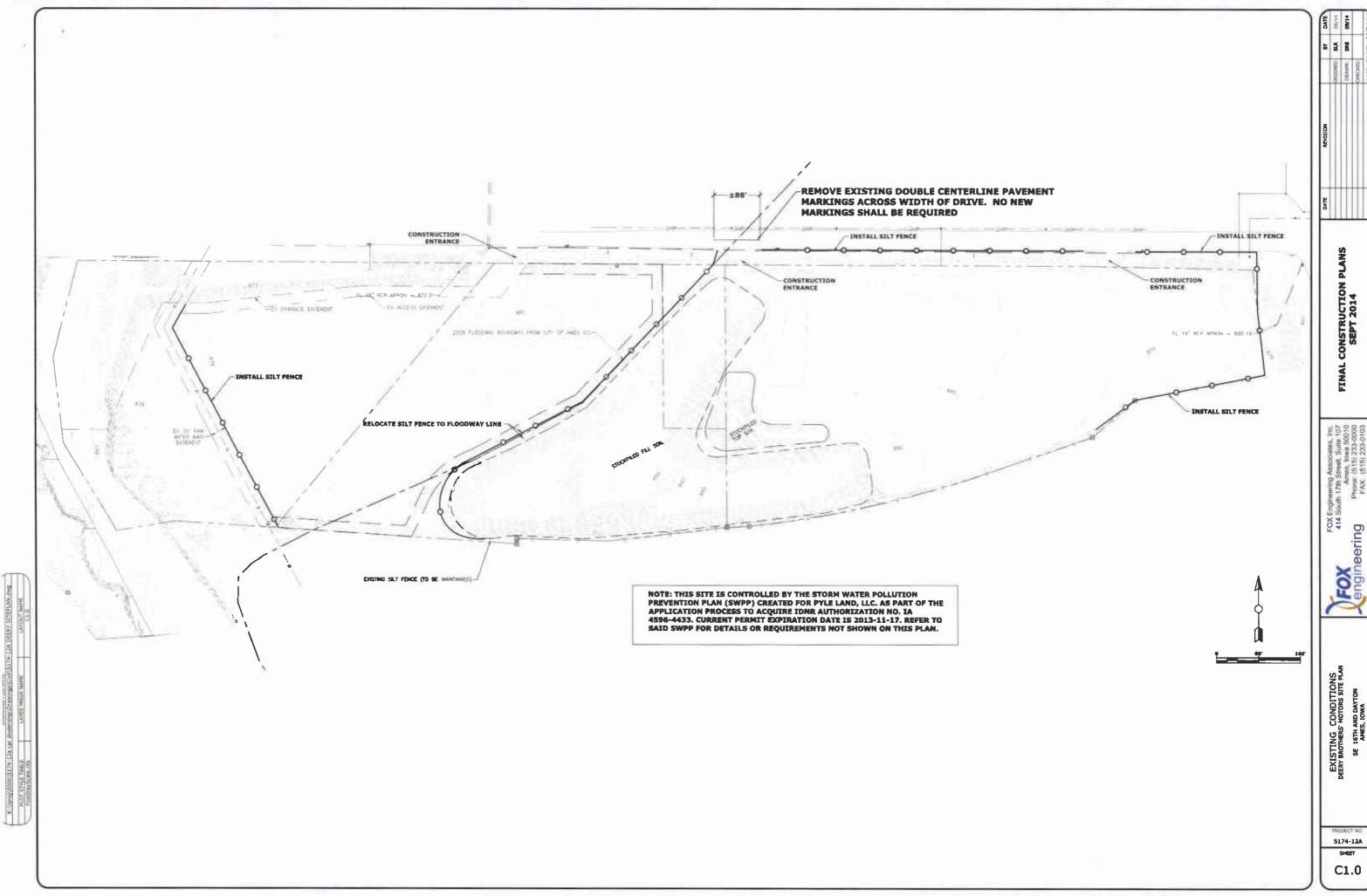
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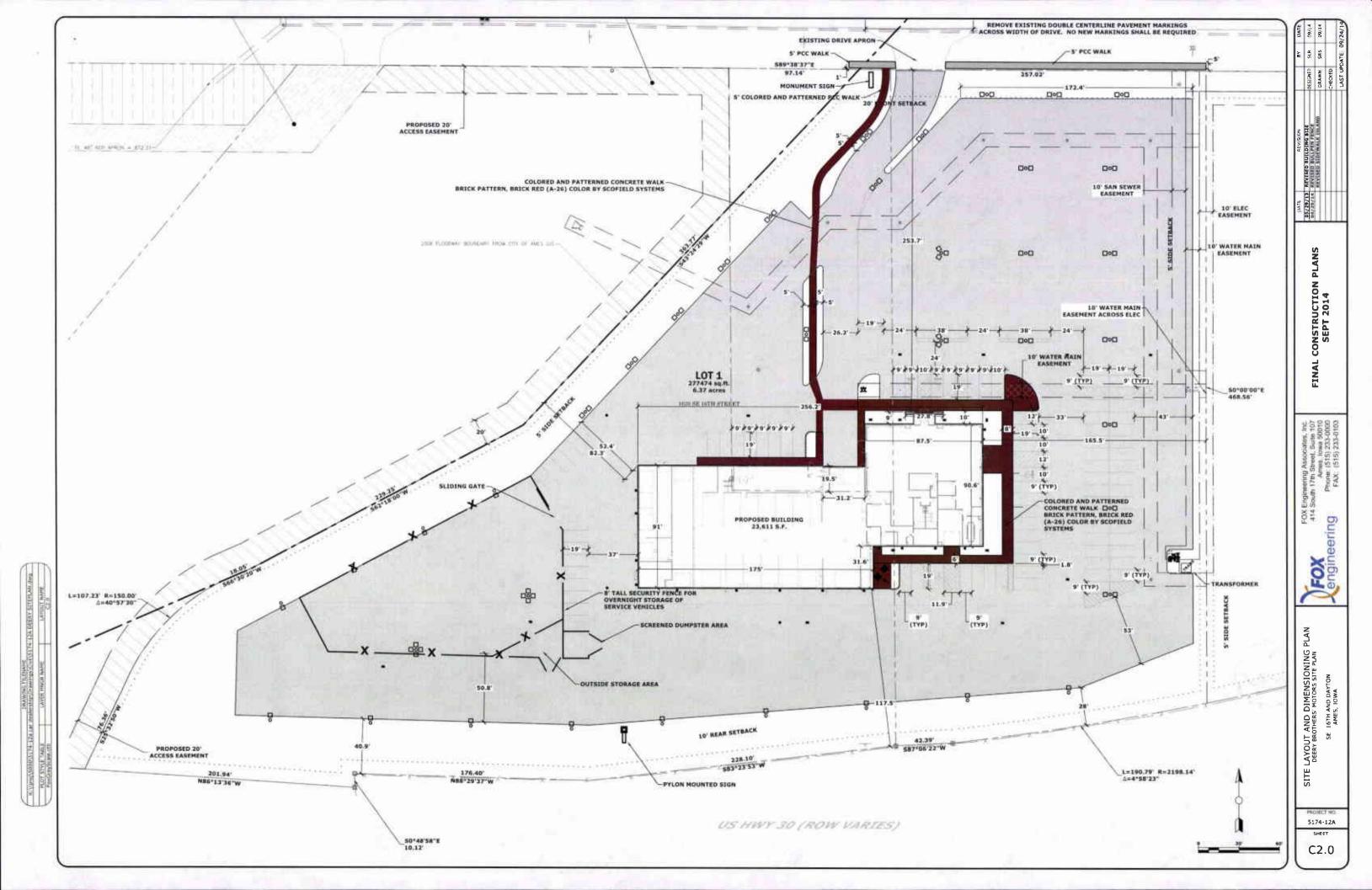
SHEET

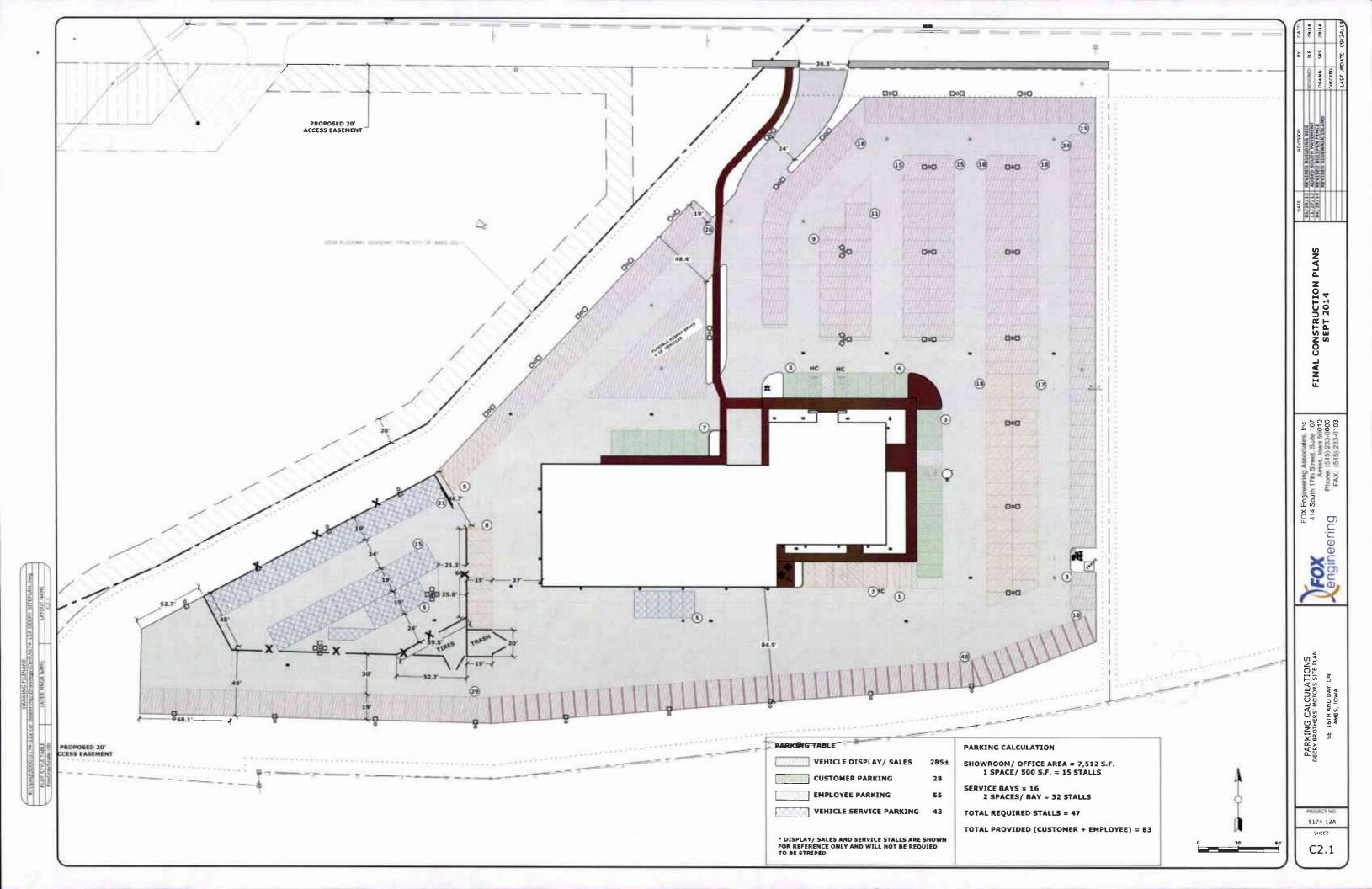
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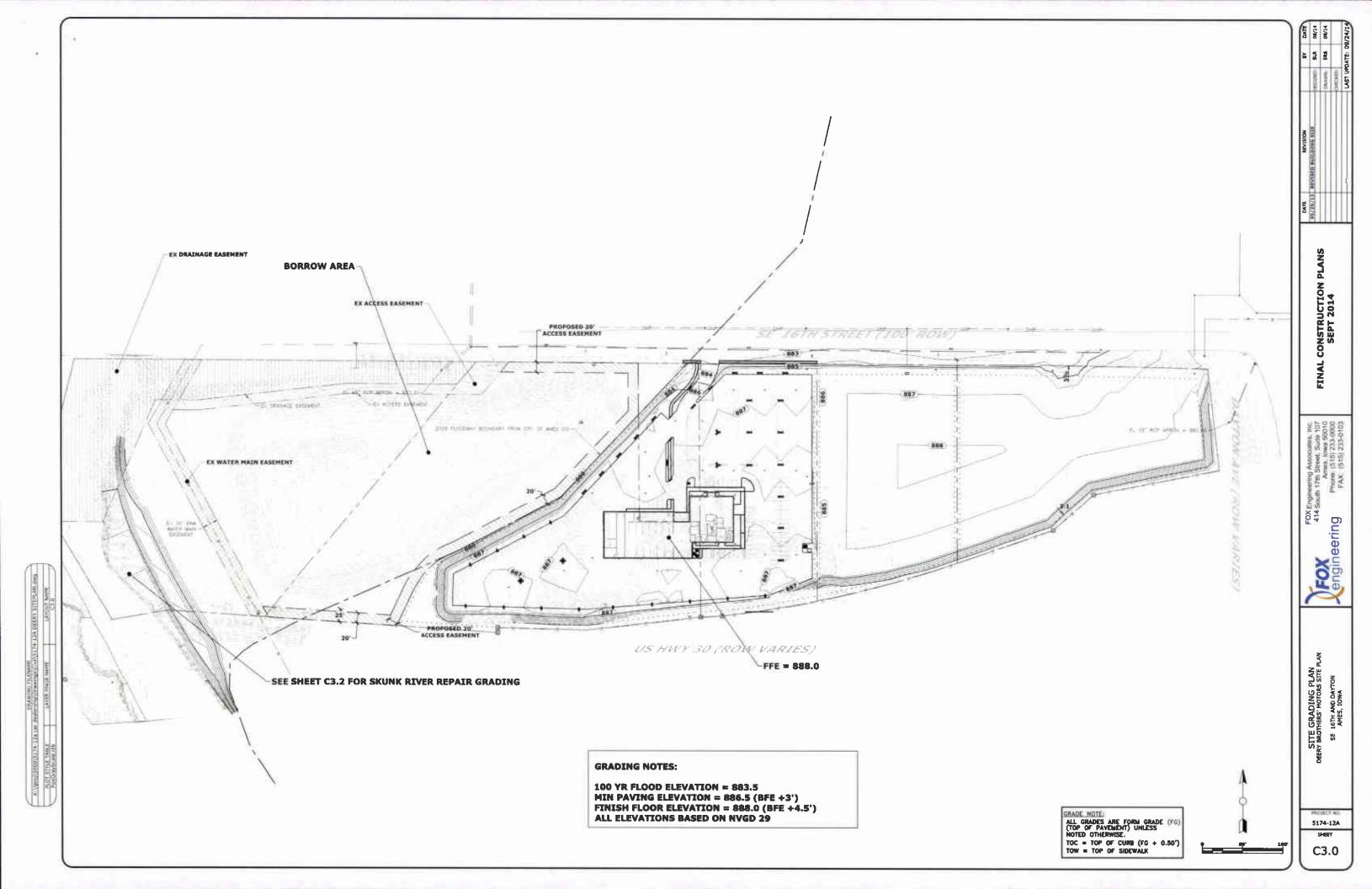
SHEET/ LOCATION MAP/ LEGEND DERY BROTHERS' MOTORS SITE PLAN

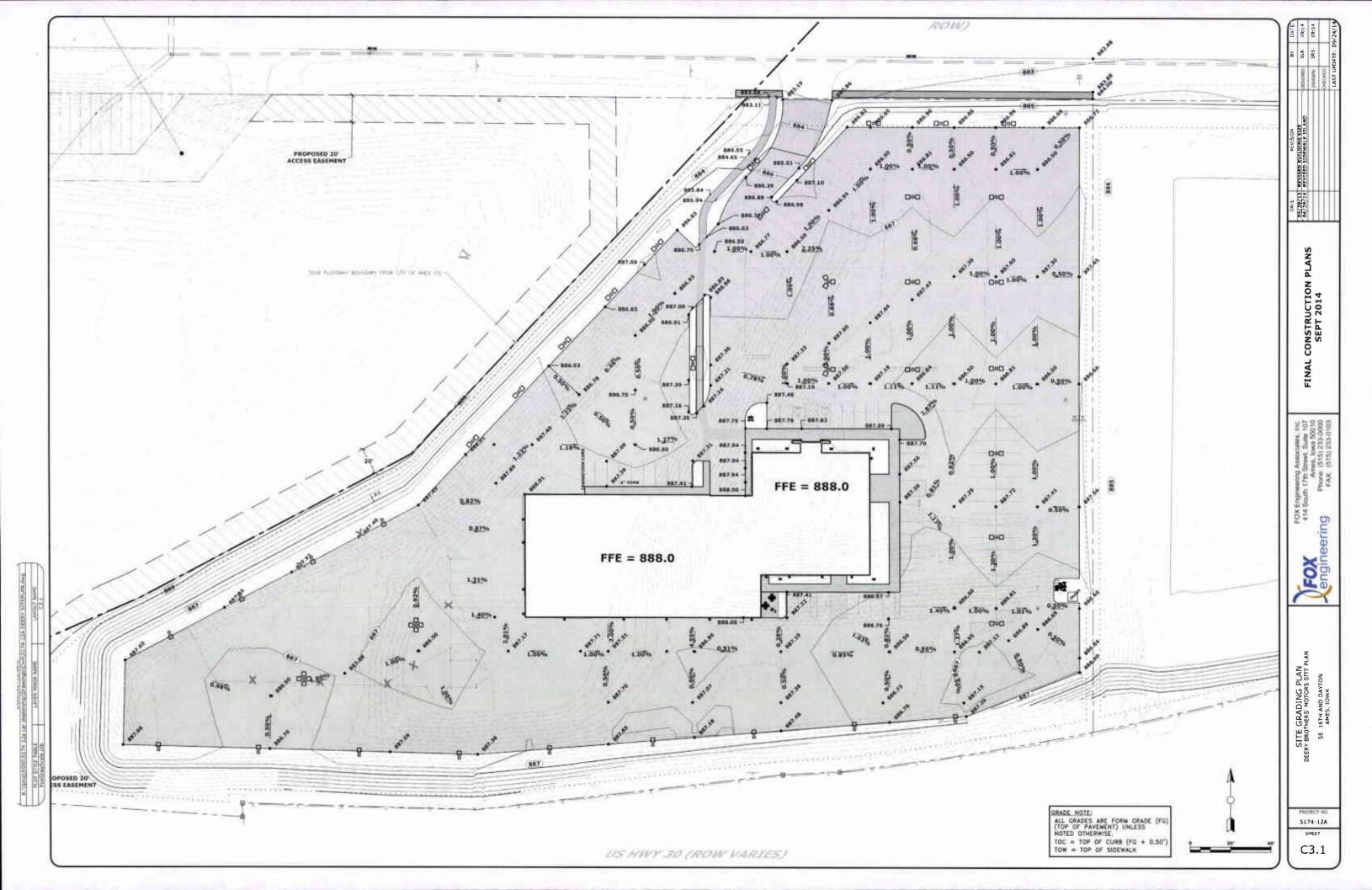
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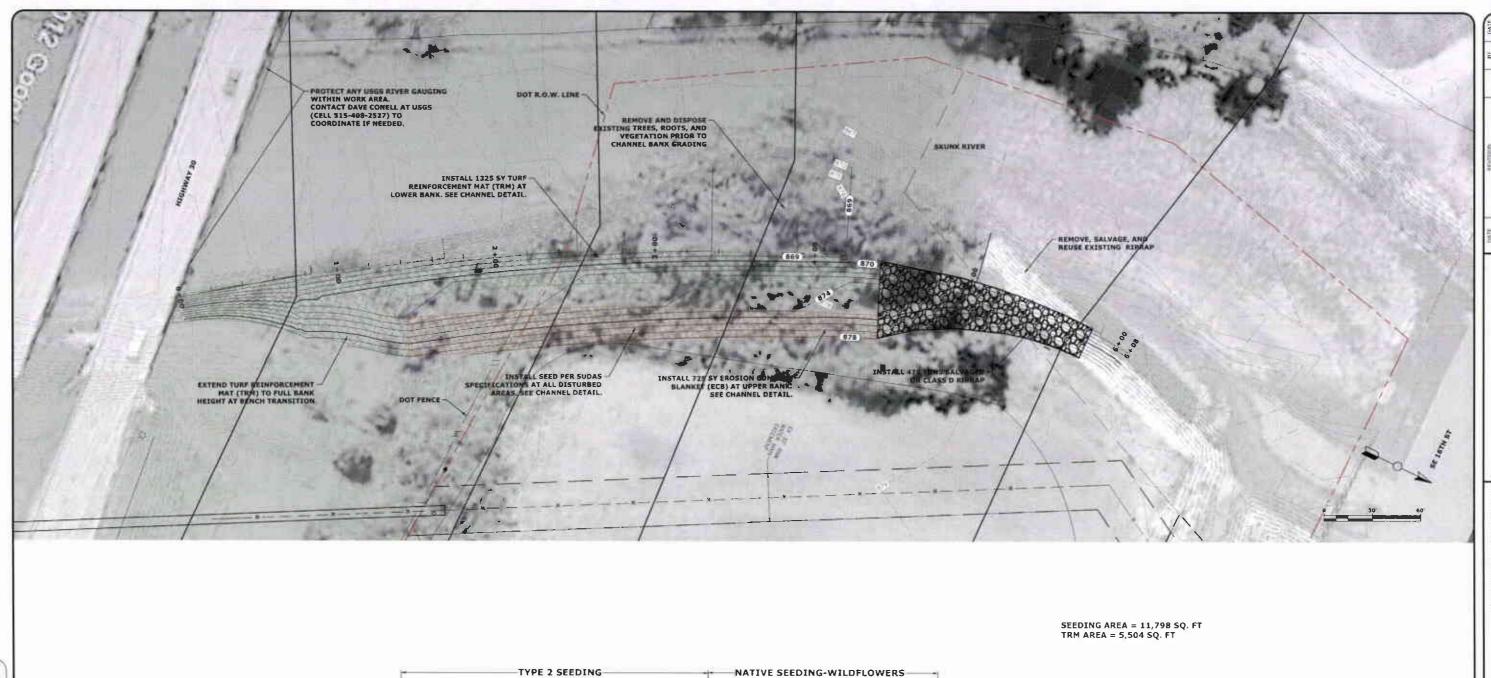












ECB SLOPE

SEE PLAN

PROTECTION

20-FT BENCH

TRM ANCHOR

TRENCH (TYP)

TYPICAL CHANNEL CROSS SECTION

-5-FT

TRM SLOPE

SEE PLAN

PROTECTION

NORMAL POOL = 868± 7

NOTES:

1. EROSION CONTROL BLANKET (ECB) SHALL BE NORTH AMERICAN GREEN SC150 OR APPROVED EQUIVALENT. INSTALL PER MANUFACTURERS RECOMMENDATIONS FOR CHANNELS.

2. TURF REINFORCEMENT MAT (TRM) SHALL BE PROPEX LANDLOK 450 OR APPROVED EQUIVALENT. INCREASE ANCHOR LENGTH AT TOE OF SLOPE NEAR WATER EDGE. EXTEND TRM 5-FT BEYOND TOP OF BANK. INSTALL PER MANUFACTURERS RECOMMENDATIONS FOR CHANNELS.

SEEDING WITH WILDFLOWERS AT UPPER BANKS AND ADJACENT TO CHANNELS. MULCH SHALL BE INSTALLED AT ALL LOCATIONS NOT COVERED BY ECB OR TRM.

4. SEEDING SHALL BE COMPLETED DURING SEEDING DATES SPECIFIED BY SUDAS. IF DORMANT SEEDING (PRIOR TO DECEMBER 25) OR FROST SEEDING (FEBRUARY 1-APRIL 1) IS NECESSARY, SPECIFIED SEEDING RATES SHALL BE DOUBLED.

ECB ANCHOR

TRENCH (TYP)

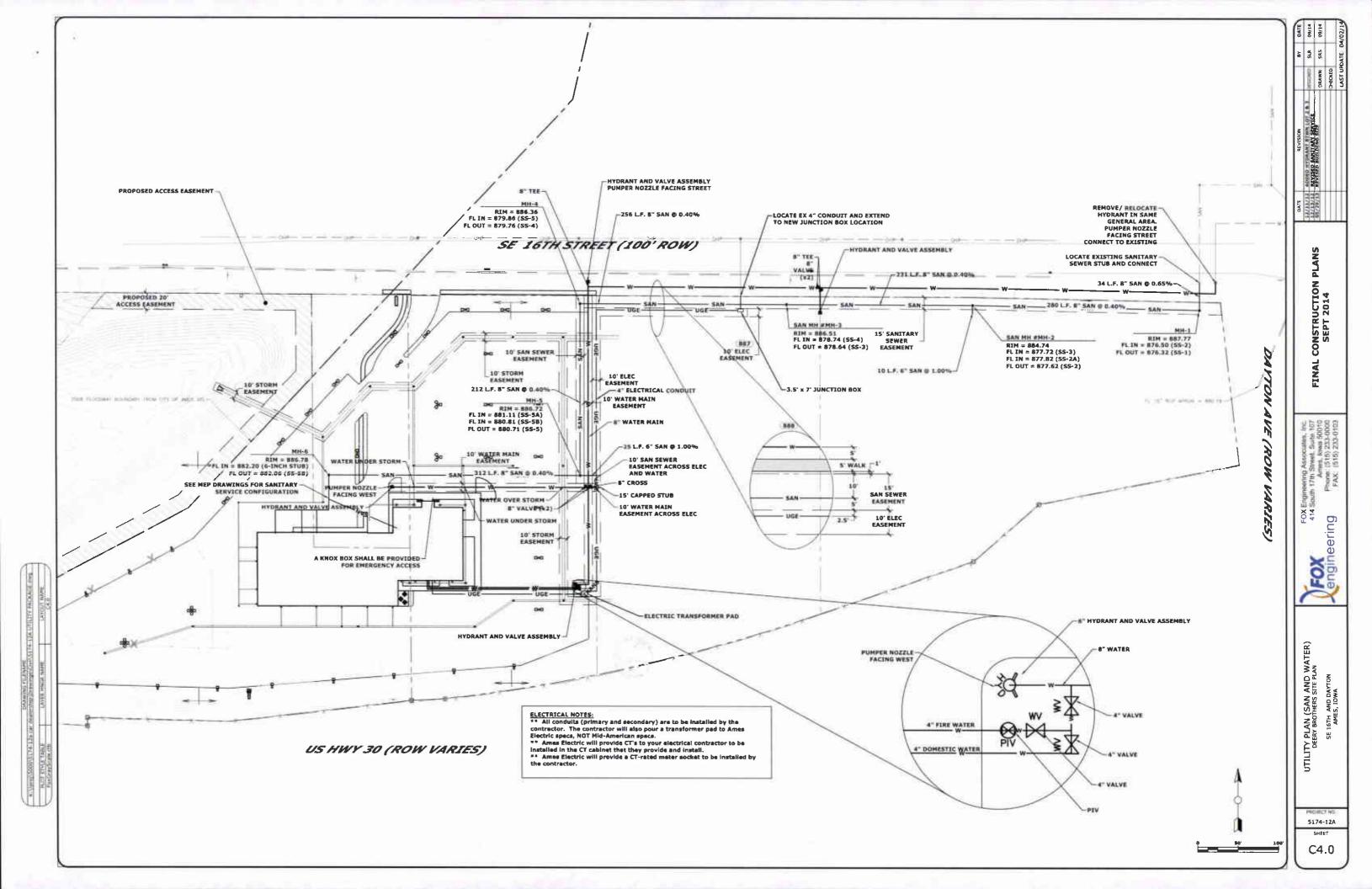
3. INSTALL TYPE 2 SEEDING AT LOWER BANKS AND BENCHES AND NATIVE

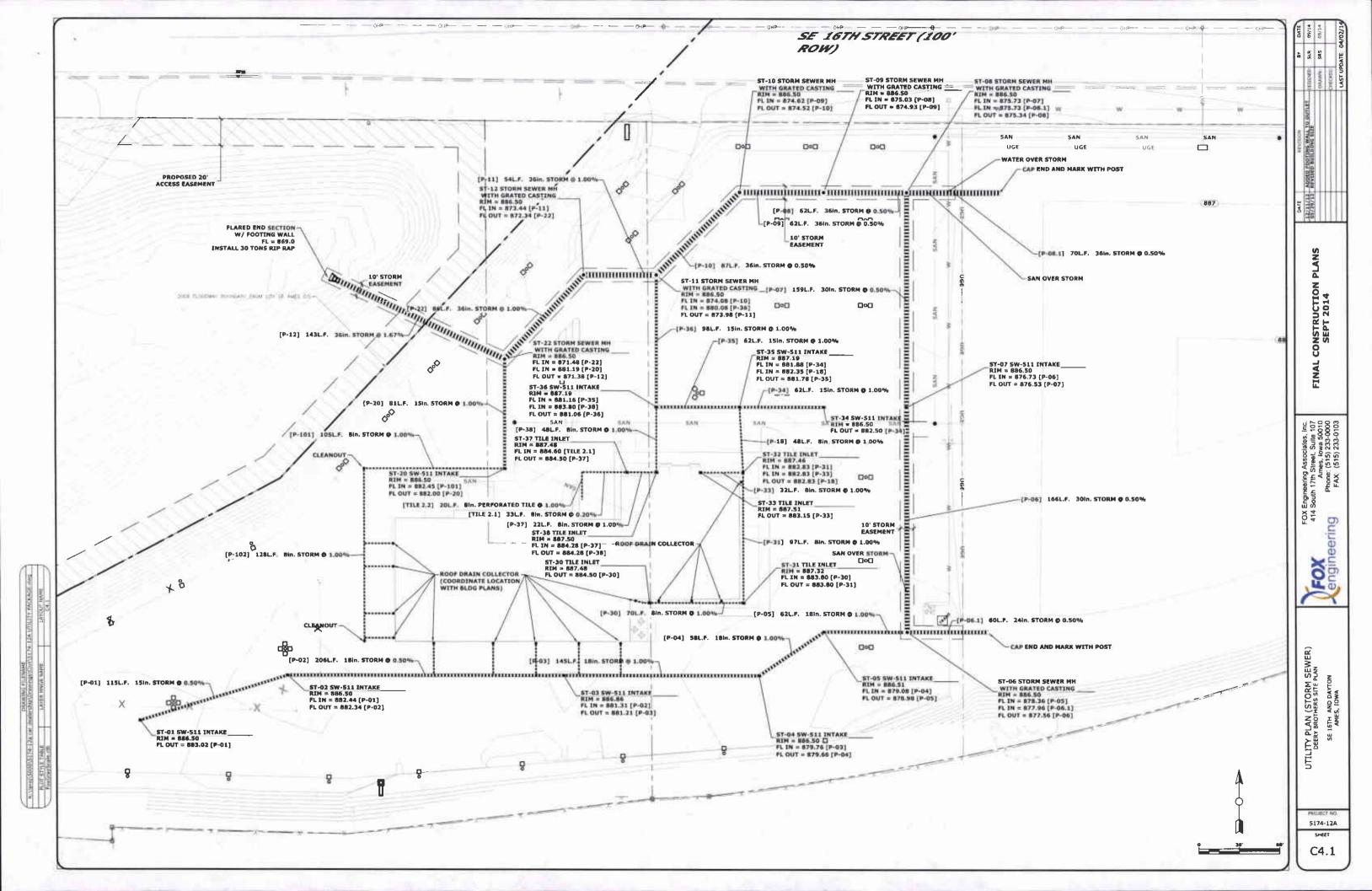
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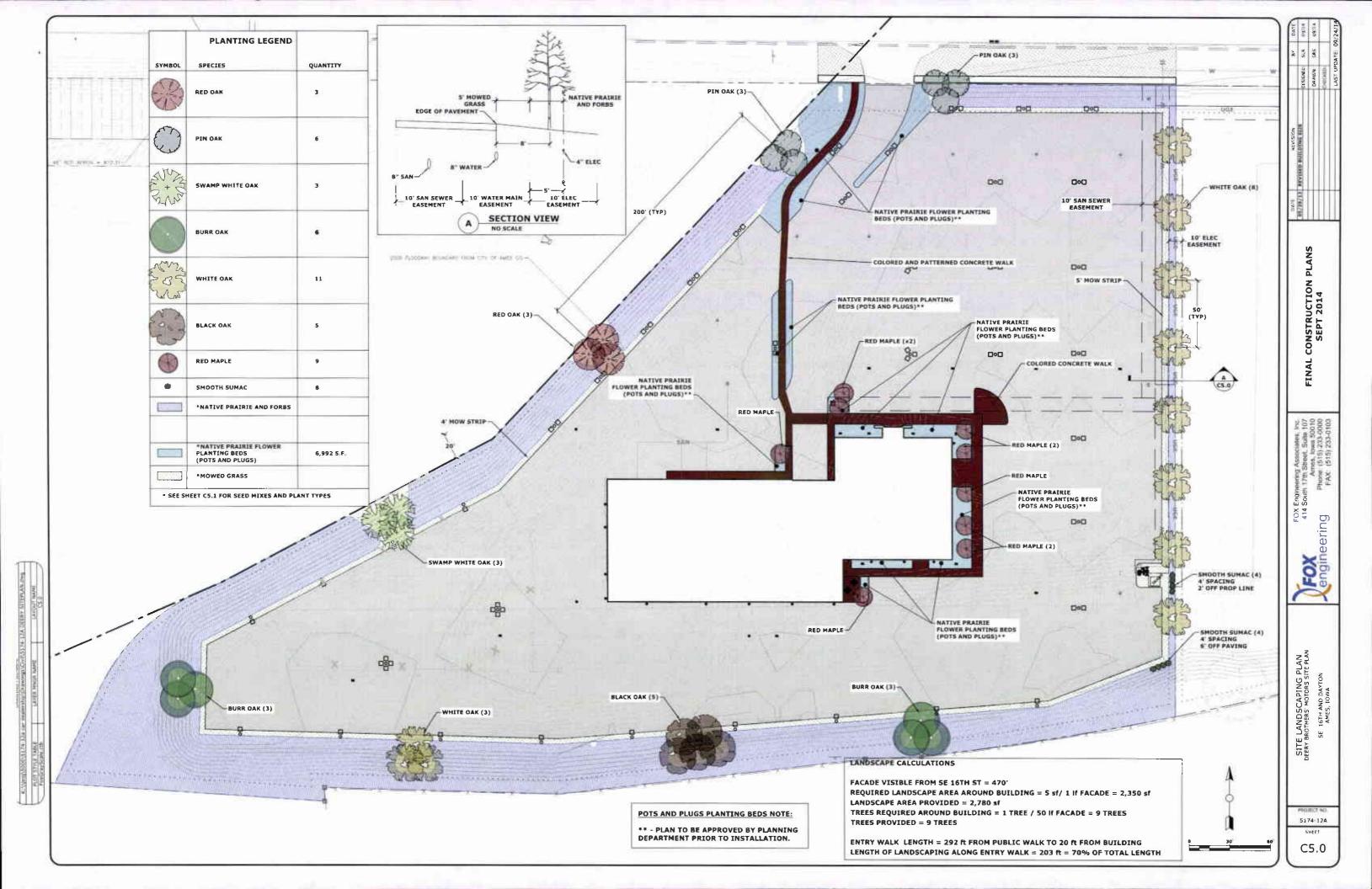
GRADING PLAN (SKUNK RIVER REPAIR)
DEERY BRUTHERS MOTORS SITE PLAN

FOX 414 engineering

C3.2







SVITAN	PRAIRIE	<b>AND FORBS</b>	(SUNNY	AREAS

montha	Samesamo	Sand Plant	16,000	Amorpha	Carriescores	Lead Plant	16,000
Camphalis	name ilease	Pearly Everlastme	218.000	Anachalis	margantuces	Pearly Evertasting	218.00
ndrocomn	eerardu	Se Gluestern	10.000	Andropogon	peraedi	Big Bluestern	10,000
ndropagon	scoparius	Lattle Bluestom	15,000	Andropogon	scoparius	Little Mustern	15.000
nemone	WINDOWN.	Tall Thembleweed	28,000	Anemone	victorsana	Tall Transleweed	28,000
quilings)	canadensis	Columbine	38,000	Aquitega	canadensis	Columbine	34,000
Ternisia	ludovciana	Prairie Same	250,000	Attembus	fucktorozena	Prairie Sage	250,00
clepus	hyberosa.	Butterfly Weed	4,300	Ascleptas	tuberosa	Butterfly Weed	4,300
clepian	syriaca	Convenien Malkweed	4,000	Asclepias	syriaca	Common Milloweed	4,000
ser	ericoides	Heath Aster	700,000	Aster	ericoides	Heath Aster	200,00
hur	arureus	Slov Blue Aster	BC.000	Aster	arureus	Sky Blun Aster	20,000
ier	obionerfolius	Aromatic Aster	51,000		oblongifolius		
er	sericeus	Silky Aster	26,000	Aster		Arumutic Aster Sillor Aster	51,000 76,000
Ler	senceus lauvo	Smooth Blue Aster	55,000	Aster	sericeus		
trantolus						Smooth Blue Aster	55,000
prisia	canadensis	Canadian Milk Vetch White Wild Indugo	17,000	Astragalus	carvadensis	Canadian Milk Vetch	17,000
	altia			Baptiva	alba	White Wild Indigo	1,700
uteloua	curtipendula	Side-outs Grama	6,000	Boutelous	curtipendula	Side-oats Grama	6,000
LEK	vulpinoidea	Brown Fox Sadge	100,000	Carex	vulpinoidea	Brown Fox Sedge	100,00
nia .	fasciculate	Partridge Pea	2,700	Cantra	fasciculate	Partridge Pea	2,700
reopsis	tripteris	Tali Coreopsis	14 000	Coreopsis	tripteris	Tall Coreogois	14,000
smanthus	illinoensis	Illinois Bundle Flower	4 200	Desmanthus	dinoensis	illinois Bundle Flower	4,200
smodium	canadense	Showy Tick Trefoil	5,500	Desmodium	canadensa	Showy Tick Trefoil	5,500
hinacea	pallida	Pale Purple Constlower	5,200	Echinecea	pallide	Pale Purple Coneflower	5 200
rinus	canadensis	Canada Wild Rye	5,200	Elymus	canadensis	Canada Wild Rye	5,290
nglum	yuccfollum	Rattlesnake Master	7,500	Erymgium	yuccifolium	Anttiesnake Master	7,500
ntiana	flavida	Cream Gentian	140,000	Gentiana	Revide	Cream Gentian	140,00
lopsrs	hekantholdes	Early Sunflower	6,300	Heliopsis	hellantholdes	Early Sunflower	6,300
uchera	nchardsonii	Praine Alumroot	700,000	Heuchera	nchardsona	Prairie Alumroot	700,0
perkum	punctatum	Dotted St. John's Worl	580 000	Hypericum	punctatum	Dotted St. John's Wort	580,00
tris.	aspera	Button Blazing Star	16 000	Lightms	aspera	Button Blazing Star	16,000
narda	punctata	Spotted Bee Baim	90,000	Monarda	punctata	Spotted Bee Balm	90,000
marda	fistulosa	Wild Bergamot	70,000	Moharda	fistulosa	Wild Sergamot	70,000
nothera	b-ennis	Common Evening Primrose	90,000	Denothera	biennis	Common Evening Primrose	90,000
Decum	virgatum	Switch Grass	14,000	Panicum	wrgstum	Switch Grass	14,000
nstemon	digitalis	Fouglove Beardtongue	130 000	Fensleman	deitale	Foxglove Beardrongue	130,00
numetrolar	candidum	White Prairie Cloves	19 000	Petalostemum	candidum	White Prame Clover	19,000
Lakosternum	purpureum	Purple Prairie Clover	LS 000	Petiliostemute	purpureum	Purple Praine Clover	15,000
terubila	arguta	Praine Cirquetoli	230.000	Potentilla	arguta	Praine Cinquefoil	230 00
cnanthemon	tenuriolium	Slender Mountain Mint	378,000	Pychanthemum	tenuifglum	Siender Mountain Mint	378,00
manthemum	ALEGISATION	Mountain Ment	220 000	Pychanthemum	virginalosm	Mountain Mont	220,00
il)-da	prinata	Yellow Coneflower	30,000	Ratibida	pewate	Tellow Conellower	30,000
Decay	subtraction in	Sweet Black eyed Susan	43.000	Rudbeckia	subtomentosa	Sweet Black-eyed Susan	43 000
dbecka	triloba	Brown-eyed Susan	34,900	Rudbecks	tradus	Brown-eyed Susan	34,00
dbeckia	herea	Black-eyed Susan	92,000	Rudbecka	hirta	Mark-eyed Susan	97.00
elia	humulus	Wild Peturna	5 200	Ruvlia	humils	Wild Petunia	5.200
phium	integrifohum	Rosin Weed	1,200	Salpharm	integrifolium	Rosm Weed	1 200
nhum	Laconigtum	Compass Plant	660	Salphium	Lacusarum	Compass Plant	660
rdago	nemoralis	Old Field Goldenrod	300,000	Solidago	nemoralis	Old Field Goldenrod	300,0
rdago	rigida	Shiff Goldenrad	41 000	Solidano	rigida	Suff Goldenrod	41,00
idago	speciesa	Shows Goldenzad	95.000	Solidago	Speciosa	Showy Goldenrod	95,00
rahastrum	nutans	Indian Grass	12 000	Sorghastrum	nytans	Indian Grass	12.00
probolus	asoer	Rough Dropseed	30,000	Sooraboks	and and	Rough Dropsted	30,00
probolus	heterolegis	Proirie Dropseed	16,000	Sporobous	heteroleon		16,00
		Germander				Prairie Dropseed	
ucrium	canadense		20,000	Teucrium	canadense	Germander	20,00
adescantia	bracteata	Prame Spiderwort	10,000	Tradescantia	bracteata	Prairie Spiderwort	10,00
	stricta	Новгу Увгувіл	28,000	Verbena	stricta	Hoary Vervain	28,00
rbena			dame states				
rbena ronicastrum :a	virginicum	Cuiver's Root Heart-leaf Golden Alexanders	800,000 12,000	Veronicaștrum Zizia	wirgenicum aptera	Culver's Root Heart-leaf Golden Alexanders	800,0 12.00

## NATIVE PRAIRIE AND FORBS (SHADED AREAS)

German	Species	Common Nume	Seeds/as.		
Carex	rósea	Curti-mine Wood Sedge	53,000		
Pamigyen	wirgsturn	1 Grass PLS	14,000		
Cares	brevior	Plaim Oval Sedge	29,000		
Carex	molesta	Field Oval Sadge	25,000B		
Carex	mellingument	Palm Sedge	7,500		
Carre	spreigeld	have beaked Sedge	10 000		
Cares	laeviconica	harminathed Lake Sedge	7,500		
Secretario	heterolepis	Northwa Disposed PLS	16,000		
Koeleria	cristata	Ame Grass PLS	200,000		
Digitalis	willosus	Silky Wild Rye PLS	5,500		
Sporobolus	asper	Rough Desputed	30,000		
Hystru	patula	Number of Grass PLS	7,600		
Elemus	wiginisis.	Virgmia Wild Rye PLS	4,200		
Andronegon	scoparius	Sittle Mikesysen PLS	15,000		
Boutelous	curtipendula	Side-pati Grama PLS	6,000		

Plant List for Landscaping Adjacent to the Building Potential list of plants that will be used. Variety based on availability and time of planting. Detailed plan to be reviewed by the City prior to installation.

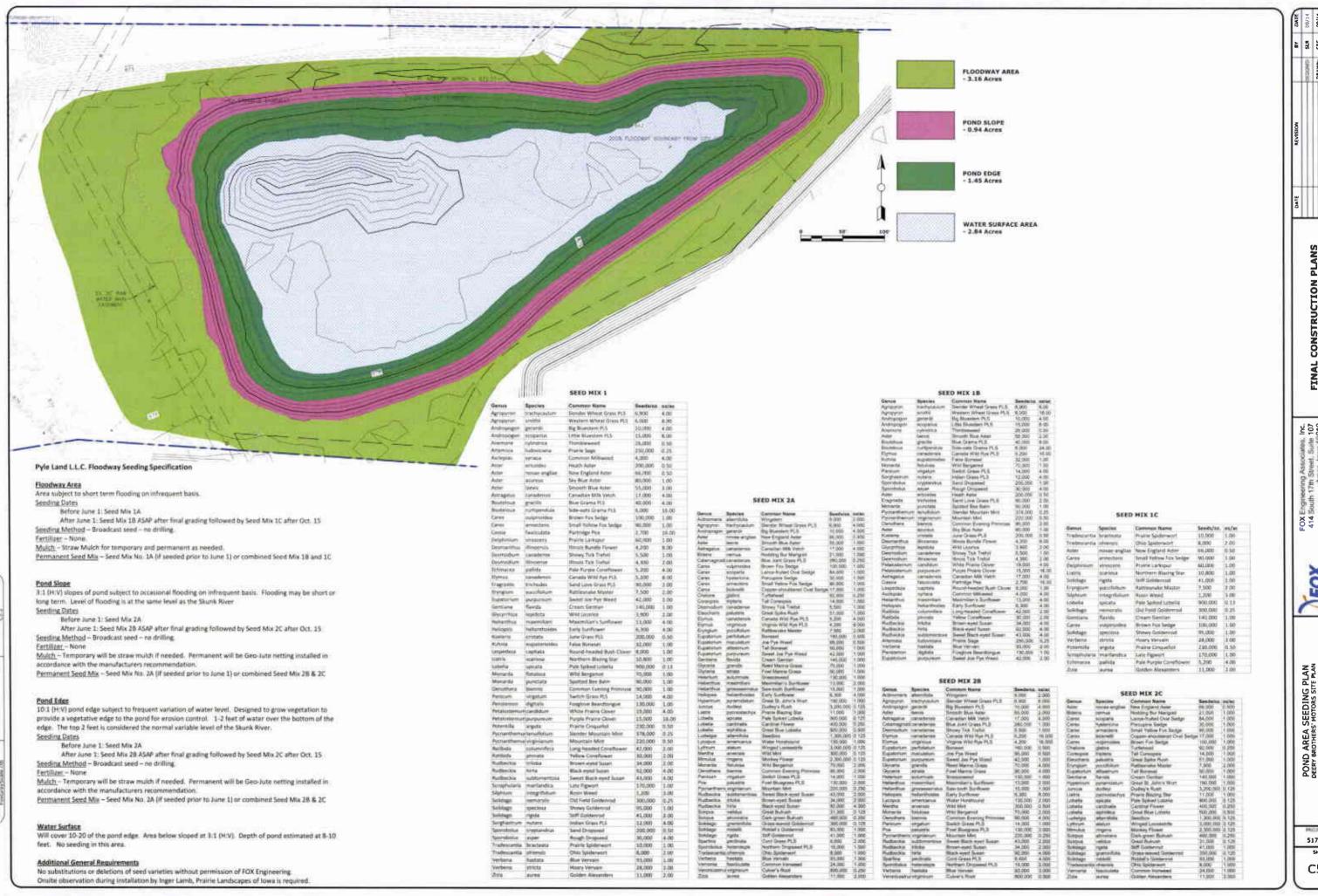
scientific name	common name	ht	sun			moisture				shade	sun
ystru patule	Bottlebrush grass	7		8	w		-	DM		98	
chizachyrium scopanus	Little bluestern	2.	P	8				DM	D		294
pondbolus heterologis	Prairie drapseed	3'	р	8		WM	M	DM	ь		98
vrorpha canescana	Lead plant	3*	P	8		WM	M)	DM	В	196	
vernone canadenare	Canada anemone	r	F	1		WM	М			196	
quega caredonsis	Columbine	7	,	5	W		W	DM	0	294	
riemsa lutovicene	Prairie sage	1	P	8					D		98
eciopies tuberosa	Butterfly wood	z					M	Date	D		294
eler Azureus	Mky blase meter	3,	P				je.	DM	a		196
ster oblongifulus	Aromatic unter	7	P					DM	٥		98
aptera leucophasa	Creem Indige	ž		8			N.	DM	0		98
creopse paimele	Prairie coreopale	7	P	1			- 4	DM	o		98
chnaces paikde	Pela purple conelleuer	3					- 4	DNI	0		98
uphorbia corollete	Flowering spurge	3"	P	3				Dail	0		98
èirs puncela	Dollard blazingstar	z						046	D		98
etre scanosa	Korthern blagingstyr	r	P	8			M	DM	D		98
etris squarrosa	Scaley blazingster	7	P	8				DAL	D		98
lenotnera macrocarpa	Messuri evening primoses	v.	P	3				D46	D		196
reytropes temberts	Locemend	r	P					Dex	D		98
ensismon cobase	Sheery beardengue	r	P	9				94	D		98
enstenen grændelen.m	Large-flowwed beardongus	r	P	s				DM	D		196
Noe plota	Prairie phios	z	p	8			1	DM	0		106
hapitus hapraley	Wild petunia	1"	P	8			M	DM	0		98
lošdago nemoralis	Gray goldenrod	r		3				DM	0		98
cadago ulmifolia	Eim-leaved goldenrod	3*		8	w		M	DM		98	
lizio apiero	Heart-leaved golden stexanders	z	n.	5			м	000			98
										882	2752

LANDSCAPING SPECIES TABLES
DEERY BROTHERS SITE PLAN
SE 16TH AND DAYTON
AMES, 10WA

FOX 414 South 17th Street, Sure 107 Areas, love 50010 Phone (515) 233-0000 FAX (515) 233-0103

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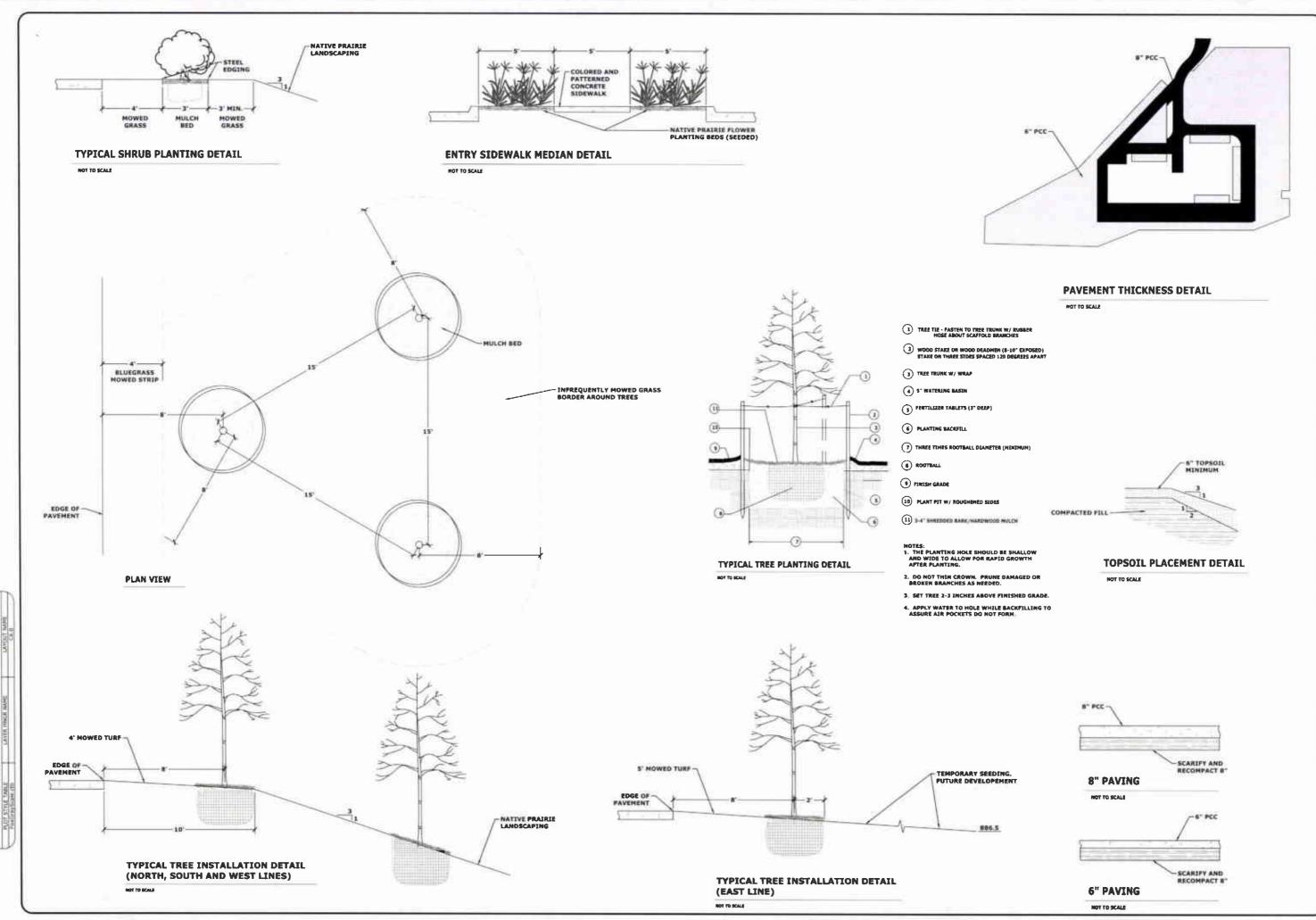
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FINAL CONSTRUCTION PLANS SEPT 2014

ngmeering Association, livs. outh 17th Street, Suite 107. Ames, lows 50010 Phono (515) 213-0000 FAX. (515) 233-0103

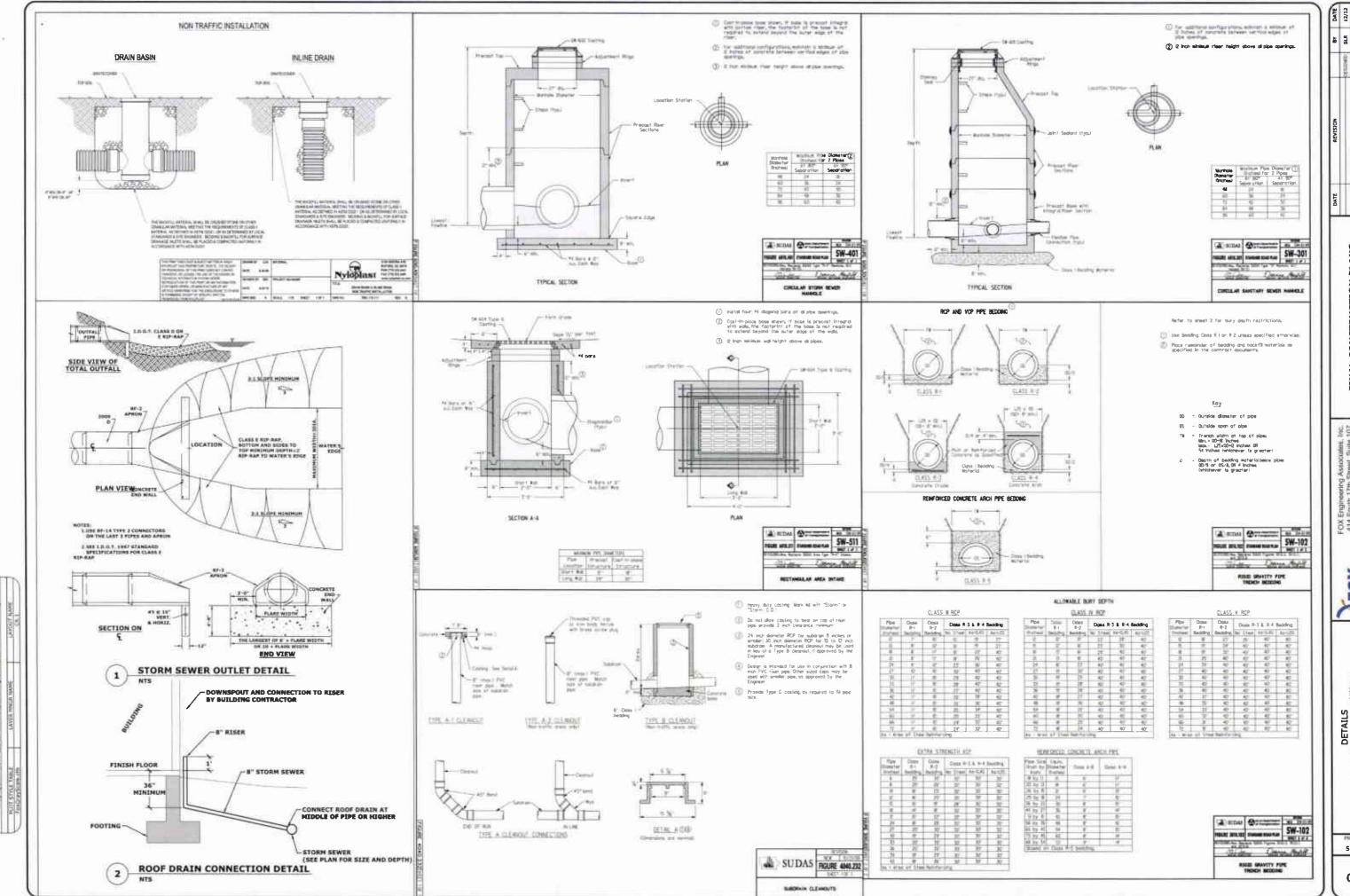
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AMES, 10WA

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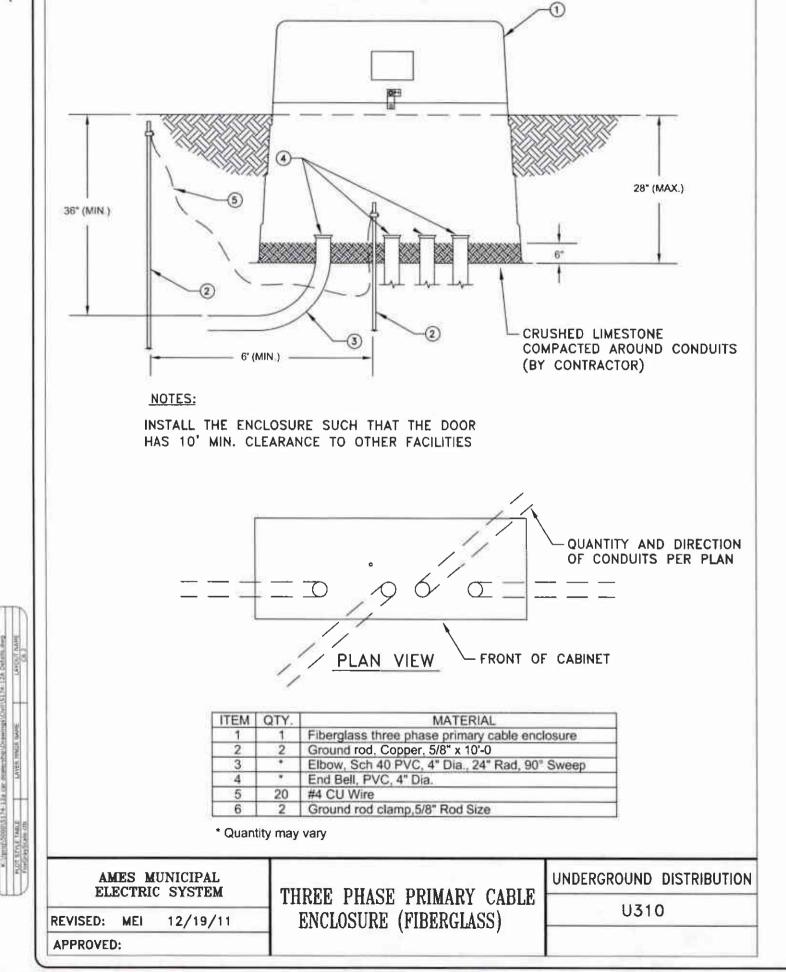
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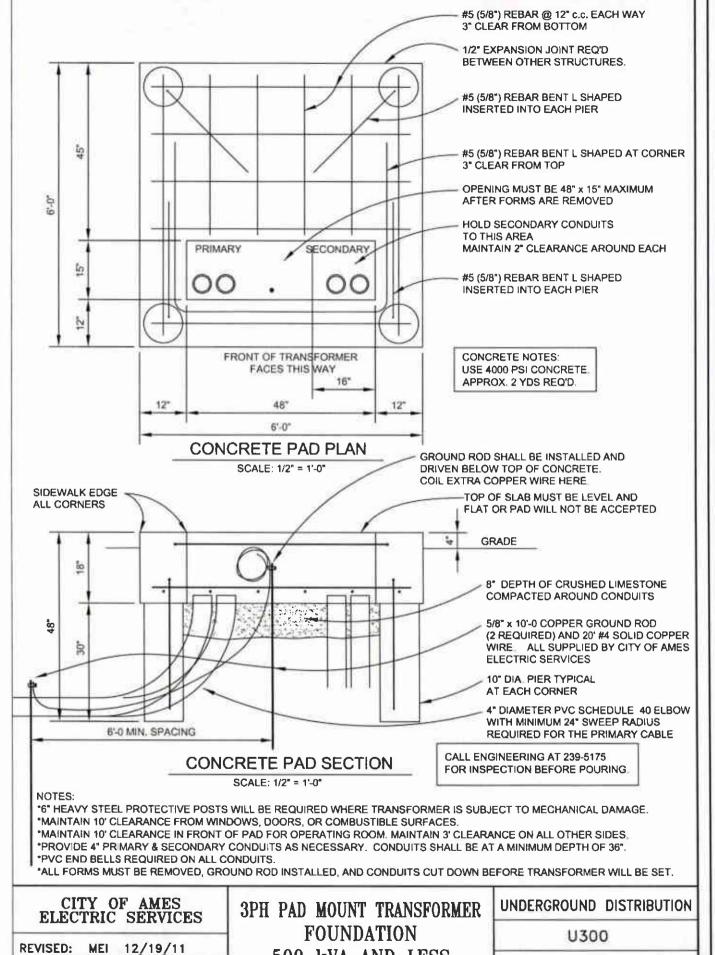
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Engineering Associatios, Inc. South 17th Street, Suite 107 Amer. (over 50010 Phone: (515) 233-0000

FOX 1413

DETAILS

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ERY BROTHERS' SUBDIVISION
SOUTH 16TH AND DAYTON

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## SEMERAL NOTES:

- THE SPECIES SHALL BY AS MOCATED IN THE PERSONNEL SHEDULE THE MINIMUM ACCEPTABLE WITCHTON HATTO FOR PERSONNEL MARKETS TO

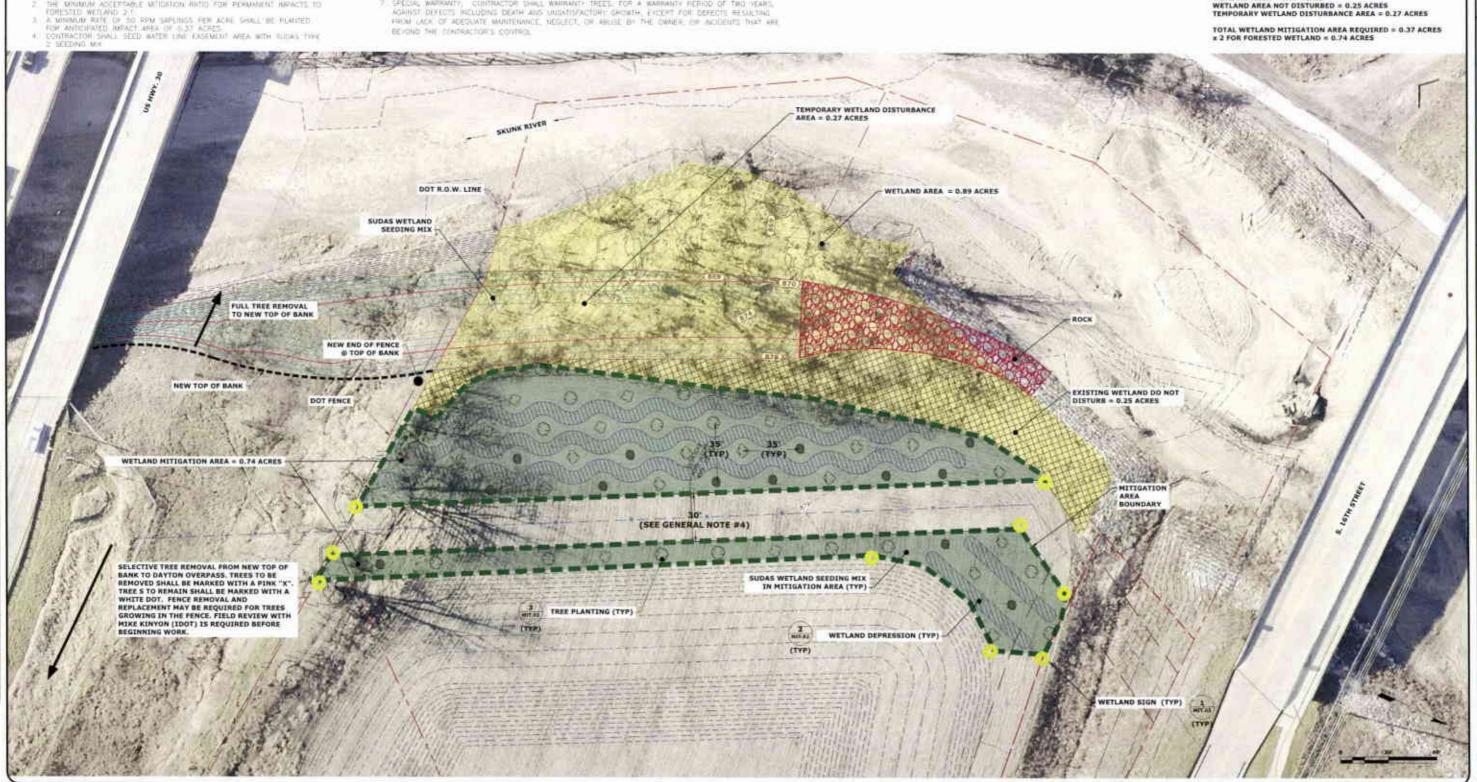
- - I. ALL TREE AND EROUND COVER PLANTING AND TREE STAINING SHALL BE IN AUCONDAINCE WITH THE STANDARDIZED LANDSCAPE SPECIFICATIONS AS ADDITION BY THE JOWA CHAPTER OF THE AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS.
  - 2 ALL REEDING AND PLANTING SHALL BE DONE BETWEEN AUGUST 15 AND OCTOBER 15. OH ALTERNATIVELY BETWEEN MARCH 15 AND MAY 1. SEEDING OH PLANTING AT OTHER DATES WILL BE SUBJECT 10. APPROVAL BY THE ENGINEER AND MAY REQUIRE SPECIAL PROCEDURES.
  - 5. ALL DISTURBED AFTERS NOT OTHERWISE HARDSCAPED, ARE TO BE SEEDED WITH SUDAS WEILAND SEEDING
  - 4 THEES GENERAL FURNISH FOOT PRODUCTION NETHOD TREES COMPLYING WITH ANSEZEGO, WITH HEALTH HOOT SHITEMS DEVELOPED BY THOMSELVATING OR HOUT HELIENG PROVIDE WELL-SHAPED, FOLLY BRANCHED, HEALTHO, VICORDUS STOCK FREE OF DISEASE, MISTERS, EGGS, LARVAE, AND DEFECTS SUCH AS WHITE SUR SCALD, MUTRIES, AUBASICHS, AND DISFOLIPEMENT. SEE DETAILS FOR ADDITIONAL. PLAYING REQUIREMENTS
  - 2 FEMILIZER, SPANULAR PACKET, OR PELLET FORM WITH 35-BUT OF THE TOTAL NERGOEN IN A SLOW PELFARE FORM WITH PRETS PRESENT OF THE ELEMENT DENVIOL FROM GRICANIC SOURCES SOUTH COATES AND MOST FERTLIZERS ARE NOT PERMITTED. PERTLIZER FOR THESE SHALL BE A COMPLETE FERTILIZER WITH A MINIMUM WHALTSIS OF TOS INTROCENT ESS PHOSPHOROUS, AND 45 POTACIOUM
  - 4 OFFINE WILLD. FREE FROM DELETEROUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS, SHEEDED HARDWOOD, DRIGHIND ON SHREEDED BARK, MODD AND BARK CHIEFS, PINE NEXULES: OF COCOA-BEAY SHELLS.
  - 7 SPECIAL WARRANTY, CONTRACTOR EHALL WARRANTY TREET FOR A WARRANTY PERIOD OF TWO YEARS.

    AGAINST DEFECTS RECUEINS DEATH AND CHUSHISFACTURY GROWTH, EXCEPT FOR DEFECTS RECUEING
    FROM CACK OF ADESLATE MAGNETIANCE, NEGLECT, OR MINISE BY THE OWNER, OR MODIENTS THAT ARE EEVOND THE CONTRACTOR'S CONTROL

- THAT ARE MORE THAN 25 PERCENT DEAD OR IN AN UNHEALTHY CONDITION AT THE END OF MARRIAGY PERIOD.
- 9 A LANT OF DNI HEFLACEMENT OF EACH TREE WILL BE REQUIRED EXCEPT FOR LOSSES ON REPLACEMENTS DUE TO A FAILURE TO COMPLY WITH THE REQUIREMENTS.
- TO THEES SHALL BE A MIR OF SILVER MAPLE (ACEX ACCHADINUM), EASTERN COTTONWOOD (POPERLOUS DELTOISS, SWAMP WHITE DAY (OLEYCLIS RECLOS), AND SHAGSARE HICKORY COARTA OVATA). SHOULD THE SHAGBARK HICKORY BECOME EMAKALABLE, THEN SUBSTITUTION TO SHELLBARK HICKORY OR A CHEATER NUMBER OF SMALLEY (SAPLING, WHPS. (TC.) SHICDARKS ON SHELLBARKS SHALL BE PERMATED AS APPROVED BY THE ENGINEER

WETLAND MITIGATION CALCULATIONS SUMMARY

WETLAND AREA = 0.89 ACRES
WETLAND AREA NOT DISTURBED = 0.25 ACRES
TEMPORARY WETLAND DISTURBANCE AREA = 0.27 ACRES



PLANS CONSTRUCTION SEPT 2014

WETLAND MITIGATION PLAN DEERY BROTHERS MOTORS SITE PLAN

5174-12A

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NOTE: IF FILL IS REQUIRED, USE EROSION STONE FILL (SEE FILL SECTION DETAIL) CLASS II REVETMENT STONE WATER LEVEL BOTTOM OF CHANNEL HONWOVEN GEOTEXTILE FILTER FIRER EXCAVATE TOE IN AT BASE OF RIPRAP

> TYPICAL CUT BANK STABILIZATION CROSS SECTION

TYPICAL RIP RAP BANK STABILIZATION DETAIL

LIGHT IN

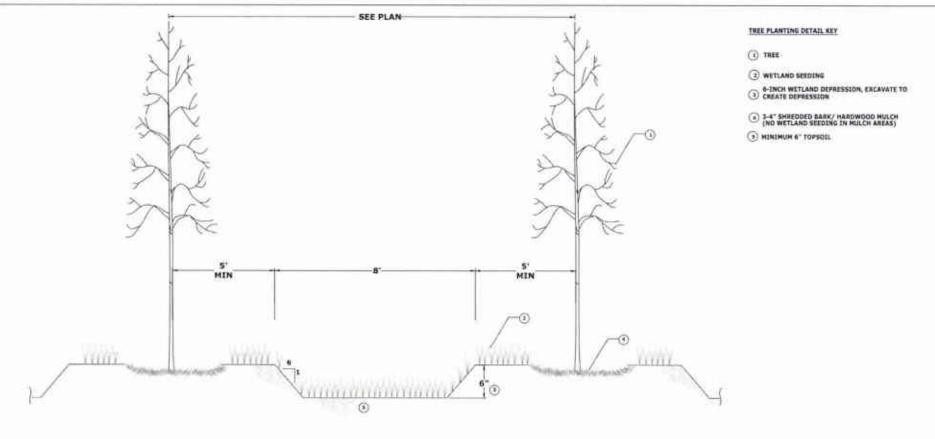
WETLAND

 SIGNS SHALL BE MOUNTED ON A
POST IN FRONT OF WETLAND
BOUNDARY. MOUNT NO LOWER THAN
4-FEET NOR HIGHER THAN 7-FEET FROM THE GROUND SURFACE TO BASE

2) SIGN SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION

MITIGATION SITE COLORS: BORDER - GREEN TEXT - GREEN SIGN BACKGROUND - WHITE DEENY BROTHERS MOTORS DEVELOPMENT DO NOT DISTURB GALVANIZED U-CHANNEL STEEL POST, ASTM A499, GRADE 60, MIN. 3 LBS/FT

> TYPICAL WETLAND SIGN DETAIL NOT TO SCALE



TREE PLANTING DETAIL KEY

2 TYPICAL WETLAND DEPRESSION SECTION
NOT TO SCALE

TREE TIE - FASTEN TO TREE TRUNK W/ RUSBER HOSE ABOUT SCAFFOLD BRANCHES

2 WOOD STAKE OR WOOD DEADMEN (8-10" EXPOSED) STAKE ON THREE SIDES SPACED 120 DEGREES APART

3 TREE TRUNK W/ WRAP

4 5" WATERING BASIN

(1) FERTILIZER TABLETS (3" DEEP)

PLANTING BACKFILL

7 THREE TIMES ROOTBALL DIANETER (MINIMUM)

( BOOTBALL

FINESH GRADE

10 PLANT PIT W/ ROUGHENED SIDES

(I) 3-4" SHREDDED BARK/HARDWOOD MULCH

NOTES: 1. THE PLANTING HOLE SHOULD BE SHALLOW AND WIDE TO ALLOW FOR RAPID GROWTH AFTER PLANTING.

2. DO NOT THIN CROWN. PRUNE DAMAGED OR BROKEN BRANCHES AS NEEDED.

3. SET TREE 2-3 INCHES ABOVE FINISHED GRADE.

4. APPLY WATER TO HOLE WHILE BACKFILLING TO ASSURE AIR POCKETS DO NOT FORM.

3 TYPICAL TREE PLANTING DETAIL NOT TO SCALE

WETLAND MITIGATION DETAILS DEERY BROTHERS MOTORS SITE PLAN

5174-12A

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