ITEM # <u>14</u> DATE: 06-26-18

## **COUNCIL ACTION FORM**

# SUBJECT: GRAND AVENUE EXTENSION FUNDING AGREEMENT WITH IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP

#### BACKGROUND:

The City of Ames has been awarded a grant in the amount of \$100,000 through a competitive application process administered by the Iowa Department of Agriculture and Land Stewardship (IDALS). This agreement is through the Water Quality Initiative Program. This program was established in order to assess and reduce nutrients in the state's watersheds, including sub-watersheds and regional watersheds, with the goal of establishing and administering projects to reduce nutrients in surface waters from non-point sources in a scientific, reasonable, and cost-effective manner. This grant applies to the extension of Grand Avenue from its terminus across Squaw Creek to S 16<sup>th</sup> St.

The City of Ames plans to incorporate stormwater quality BMPs to capture much of the runoff draining to and from the site, staying committed to support of, and leadership in, improving and protecting water quality. The current storm sewer system discharges directly to Squaw Creek with little to no detention and/or treatment. The proposed stormwater wetland will provide significantly more treatment and detention than required for the extension project. This wetland will greatly improve conditions from the existing condition, even with the extension project factored in.

This project will have a bid letting through the Iowa DOT and a local contribution minimum of 20 percent of eligible project costs, which is being met and exceeded through the City's G.O. Bond and MPO funding.

The Grand Avenue Extension continues to be included in the Capital Improvements Plan (CIP) with funding identified since FY 2013/14 and continuing through FY 2018/19. Funding shown in the CIP 19 includes \$7,700,000 in G.O. Bonds; \$4,300,000 in MPO/STP Funds; and \$3,450,00 in Federal/State Grant Funds. In general, construction is anticipated to commence in FY 2018/19 with hopeful completion in 2020.

# ALTERNATIVES:

1. Approve the Iowa Department of Agriculture and Land Stewardship funding Agreement for the Grand Avenue Extension in the amount of \$100,000.

These funds are included in the \$3,450,000 of federal/state funding for the Grand Avenue Extension Project reflected above.

2. Reject the Agreement.

# MANAGER'S RECOMMENDED ACTION:

Approval of this agreement with the IDALS must happen before moving forward with construction of this project in the 2018 construction season. Delay or rejection of this agreement could require additional funding.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

# WATER QUALITY INITIATIVE Urban Conservation Demonstration Projects

CONTRACT NUMBER:	Urban18WQI-002
Project Name:	Grand Avenue Extension Urban Water Quality Project
Contract Effective Date:	April 1, 2018
Project Completion Date:	June 30, 2019
Award Amount:	\$100,000.00

#### COST-SHARE GRANT CONTRACT ("Contract")

BETWEEN IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP (IDALS) Wallace State Office Building 502 East 9<sup>th</sup> St. Des Moines, Iowa 50319

IDALS Contact Person: Matt Lechtenberg

Phone: (515) 281-5851

AND City of Ames ("GRANTEE") 515 Clark Avenue Ames IA 50010

Grantee Contact Person: <u>Tracy Warner</u> Pho

Phone: (515) 239-5610

Grantee ID Number: (federal identification #) : \_\_\_\_\_

WHEREAS, pursuant to Iowa Code section 466B.42, the Water Quality Initiative Program was established in order to assess and reduce nutrients in the state's watersheds, including subwatersheds and regional watersheds, with the goal of establishing and administering projects to reduce nutrients in surface waters from nonpoint sources in a scientific, reasonable, and cost-effective manner; and,

WHEREAS, Grantee has submitted an application to the Iowa Department of Agriculture and Land Stewardship requesting assistance to help finance such a project; and,

WHEREAS, IDALS has determined Grantee's proposed project meets the requirements established for participation in the Water Quality Initiative Program.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and contracts contained herein, IDALS and Grantee agree as follows:

## **SECTION 1. PROJECT**

"*Project*" means the detailed description of the work, services, budget and other obligations to be performed or accomplished by the Grantee as described in its Water Quality Initiative Program Application, as approved by IDALS and incorporated as Exhibit A to this Contract.

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# SECTION 2. PROJECT COMPLETION DEADLINE

The Project must be completed no later than <u>June 30, 2019</u>. An extension may be granted by IDALS, through an amendment, if a written request showing demonstrable progress toward completion of the Project is submitted and IDALS determines such an extension is warranted. Any extension request submitted by the Grantee must be received by IDALS <u>no later than 30 days</u> prior to expiration of this contract.

# SECTION 3. DURATION OF COST-SHARE GRANT CONTRACT

**3.1** This Contract shall become effective on the Contract Effective Date and shall remain in effect as follows:

- a) *Through Project Period Completion Date*. Through the Project Period Completion Date and for the period of time after Project Completion Date during which IDALS, or its designee, conducts Project closeout procedures to verify that the Project has been completed in compliance with the Contract.
- b) *Until Repayment or Satisfaction of Outstanding Obligation*. Until all outstanding amounts due to IDALS, if any, are received by IDALS, or all outstanding obligations to IDALS are satisfied in full.
- c) *Through Contract End Date*. Until IDALS, or its designee, has completed Contract closeout procedures and provided Grantee with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout; such date shall be the Contract End Date.

**3.2 SURVIVAL OF OBLIGATIONS.** Section 3.1 shall not abrogate or otherwise effect the obligations, terms, and conditions that survive beyond the Contract End Date, including but not limited to the following sections of this Contract: Section 4.4 (Accounting Records), Section 4.5 (Documentation), and Section 4.6 (Conveyance of Project Property).

# SECTION 4. TERMS OF CONTRACT

**4.1 GRANT.** IDALS shall provide a Grant to Grantee up to the Award Amount stated on page 1 of this Contract in order to assist in financing the Project, subject to Iowa Code chapter 466B, IDALS administrative rules (located at 27 Iowa Admin. Code chapter 16), and the terms and conditions of this Contract. A copy of Grantee's Application describing the Project is an integral part of this Contract and is marked as Exhibit A and hereby incorporated herein.

**4.2 MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Grantee by IDALS for Project activities shall conform to the budget as presented in Contract Exhibit B - Project Budget. It is further understood and agreed that the total of all payments to the Grantee by IDALS for Project activities shall not exceed the Award Amount unless modified by written amendment of this Contract.

**4.3 USE OF FUNDS.** The Grantee hereby agrees to construct and operate the Project as described in its Application Exhibit A, as approved by IDALS, and Exhibit B, Project Budget.

Grantee shall maintain the Project in accordance with the representations in Exhibits A and B during the term of this Contract. Grantee shall allow IDALS, its internal or external auditors, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigation, to inspect the Project facilities at all reasonable times in order to monitor and evaluate performance with the terms of this Contract and Iowa law.

**4.4 ACCOUNTING RECORDS.** Grantee shall maintain its books, records and all other evidence pertaining to this Contract in accordance with generally accepted accounting principles and such other procedures as may be specified by IDALS. These records shall be available to IDALS, its internal or external auditors, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigation, at all times during the duration of this Contract and any extension thereof, and for three (3) full years following the Contract End Date.

**4.5 DOCUMENTATION.** Within 10 days of receipt of a written request from IDALS, Grantee shall deliver to IDALS: (i) copies of all contracts or documents relating to the Project; (ii) copies of all invoices, receipts, statements or vouchers relating to the Project; (iii) a list of all unpaid bills in connection with the Project; and, (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project. Grantee shall be bound by this requirement from the Effective Date to a date three (3) full years following the Contract End Date.

**4.6 CONVEYANCE OF PROJECT PROPERTY.** Between the Effective Date and a date three (3) full years following the Contract End Date, Grantee shall not sell, transfer, convey, assign, encumber or otherwise dispose of any portion of the Project property as described in Exhibit A without express written permission of IDALS, which permission may be withheld in the sole discretion of IDALS.

**4.7 INDEPENDENT CONTRACTOR**. Grantee's status shall be that of an independent contractor. Neither the contractor, its employees, agents, or any subcontractors performing work or services for the contractor are, or shall be deemed to be, employees or agents of the State of Iowa, and shall not be considered employees of IDALS or the State of Iowa for federal or state tax purposes. IDALS shall not withhold taxes on behalf of the contractor unless required to do so by law.

**4.8 USE OF THIRD PARTIES.** IDALS acknowledges that Grantee may contract with third parties for the performance of any of the Grantee's obligations under this Contract. All subcontracts shall be subject to prior approval by IDALS. Grantee may enter into such contracts to complete the Project provided that Grantee remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Grantee under this Contract shall apply to any subcontractors retained by Grantee. IDALS shall have the right to request the removal of any subcontractor from the Project for good cause. Subcontracts shall be submitted to IDALS for approval before entry into force and effect.

**4.9** AWARD AMOUNT, TYPE. This is a cost-share grant award in the amount of \$100,000.

**4.10 USE OF LOGOS AND SIGNAGE**. The Grantee will be required to include the CleanwaterIowa.org and the IDALS logo in any marketing and outreach materials developed in conjunction with the project and funded either with grant proceeds or with matching funds.

**4.11 STANDARDS AND SPECIFICATIONS.** The practices installed shall comply with Iowa Stormwater Management Manual (ISWMM) standards and specifications or with USDA Natural Resources Conservation Service (NRCS) Standards and Specifications, where available.

Practice plans and designs must be approved by an Urban Conservationist assigned by IDALS following the project review and implementation guidelines established in the Water Quality Initiative Milestone Checklist prior to proceeding with design finalization or any associated construction activities.

All practices installed with WQI funds will be subject to IDALS maintenance agreement requirements to ensure the respective practice(s) will be maintained through its anticipated lifespan. Agreement durations and requirements are practice specific and should be discussed with the Urban Conservationist assigned by IDALS.

**4.12 PROJECT REPORTING AND TRAINING REQUIREMENTS.** A representative of the Grantee will be required to attend any IDALS identified training events and/or meetings. IDALS will provide sufficient notification of required training sessions.

In addition, the Grantee is required to submit progress reports periodically during the project to document activities and progress in conformance with printed report guidance provided by IDALS.

Any failure by a grantee to meet established deadlines for submission of progress reports will result in immediate suspension of all disbursement of funds to the Grantee, including advance requests and all reimbursements. This suspension will continue until receipt by IDALS of all outstanding reports associated with this Contract.

Specifically, Grantee is required to:

- a) Provide IDALS with quarterly progress reports within fifteen (15) days after the end of each quarterly reporting period.
- b) Provide a comprehensive final report in conformance with the printed report guidance provided by IDALS, within 30 days of conclusion of the project.

# SECTION 5. RELEASE AND DISBURSEMENT OF FUNDS

**5.1 CONDITIONS FOR RELEASE OF FUNDS.** No funds shall be released for disbursement until this Contract has been executed and the Grantee has properly completed each of the following items:

- a) Attendance by at least one representative of the applicant at program orientation offered by IDALS staff.
- b) Completion and submission of form "W-9, Request for Taxpayer Identification Number and Certification."
- c) Evidence, acceptable to IDALS or its designee, that acceptable accounting policies and procedures are in place within 90 days of contract execution by all parties.

**5.2 REQUESTS FOR DISBURSEMENT.** All disbursements of proceeds shall be subject to receipt by IDALS of requests for disbursement submitted by Grantee. Requests for disbursement shall be in a form and content acceptable to IDALS.

Grantee or its designee shall request disbursement by submitting to IDALS or its designee the request form provided by IDALS (as the same may be modified from time to time by IDALS), which request form shall itemize Grantee's total allowable expenses, if any. Expenses shall be documented in a manner acceptable to IDALS or its designee.

IDALS or its designee shall review the request and, if acceptable to IDALS or its designee, make the appropriate disbursement from the *Water Quality Initiative* Fund.

The disbursement authorized by IDALS or its designee will be limited to the expected allowable expenses for the relevant period. Major budget category Practice Costs may deviate by ten (10) percent by line item without prior approval of the Division, but total expenditures shall not exceed the total budget amount provided in the project contract.

**5.3 SUSPENSION OF DISBURSEMENT.** Upon the occurrence of an Event of Default (as defined in this Contract) by Grantee, IDALS or its designee may suspend payments to Grantee until such time as the default has been cured to IDALS' satisfaction. Notwithstanding anything to the contrary in this Contract, upon a termination of this Contract on account of an Event of Default by the Grantee shall no longer have the right to receive any disbursements after the date of the Event of Default.

5.4 **INVESTMENT OF GRANT FUNDS.** In the event grant funds are not immediately utilized, temporarily idle grant funds held by Grantee may be invested, provided such investments shall be in accordance with State law, including but not limited to the provisions of Iowa Code chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle grant funds held by the Grantee shall be credited to and expended on the Project prior to the expenditure of other grant proceeds.

All proceeds remaining, including accrued interest, after all allowable Project costs have been paid or obligated shall be returned to IDALS within thirty (30) days following the Project Completion Date. Within ten (10) days of receipt of a written request from IDALS, Grantee shall inform IDALS in writing of the amount of unexpended grant funds in Grantee's possession or under the Grantee's control, whether in the form of cash on hand, investments, or otherwise.

5.5 USE OF GRANT FUNDS FOR EQUIPMENT AND NON-CONSUMABLE SUPPLIES. The use of grant funds through this contract is permitted for the purchase of equipment and non-consumable supplies, subject to <u>all</u> of the following conditions:

- a) All purchases for which reimbursement will be requested must be approved by IDALS prior to any expense being incurred by Grantee. Failure to adhere to this condition will result in forfeiture of all claims for reimbursement for the item(s) in question.
- b) In no instance will the reimbursement rate for an item purchased in this category exceed fifty percent (50%) of the documented cost of the item. Furthermore, no other source of state funding may be used to provide the non-IDALS share of expense for the item.
- c) If at any point prior to completion of the project, a piece of equipment or non-consumable supply item is sold, liquidated, or transferred for use outside of the project, full and

immediate repayment of grant proceeds used to purchase the item by the Grantee to IDALS will be required.

d) Recurring expenses associated with operation and maintenance of such equipment shall be the sole responsibility of the Grantee.

# SECTION 6. REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to IDALS as follows:

**6.1** Grantee is duly organized, validly existing and in good standing as a recognized legal entity under Iowa law. Grantee has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying.

6.2 Grantee has full right and authority to enter into this Contract and the person signing this Contract on behalf of Grantee has full authority to do so.

**6.3** Grantee hereby agrees to use Award proceeds only for the Project and the activities described in the approved Water Quality Initiative Application.

6.4 The Application furnished to IDALS by Grantee does not contain any untrue statements of a material fact or omit a material fact.

**6.5** Grantee has received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its businesses; no investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Grantee threatened.

6.6 Grantee shall complete the Project by the Project Completion Date.

6.7 All financial statements and related materials concerning the Grantee and the Project provided to IDALS are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

# SECTION 7. DEFAULT

7.1 EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IDALS to declare Grantee in default of its obligations under this Contract: (i) a failure of Grantee to complete the Project by the Project Completion Date; (ii) a breach of any other term of this Contract.

7.2 NOTICE OF DEFAULT, REMEDIES. When IDALS determines that an Event of Default has occurred and is continuing, IDALS may, by written notice to Grantee: (i) terminate this Grant Contract and all obligations of IDALS under the Contract as of the date stated in such notice, and (ii) declare the full amount of Award funds, disbursed, immediately due and payable. Grantee agrees to pay to IDALS all expenses reasonably incurred or paid by IDALS, including reasonable attorneys' fees and court costs, in connection with the enforcement of any of the terms of this Grant Contract.

**7.3 REPAYMENT OR PENALTY.** Upon the happening of any Event of Default, IDALS reserves the right to terminate this Contract and to require immediate repayment of the full amount of funds disbursed to Grantee under this Contract.

# SECTION 8. TERMINATION

**8.1 TERMINATION UPON NOTICE**. Following ten (10) days' written notice, IDALS may terminate this contract in whole or in part without payment of any penalty or the incurring of any further obligation to the Grantee. Following termination upon notice, Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to IDALS up to and including the date of termination.

**8.2 NON-APPROPRIATION.** Notwithstanding anything in this contract to the contrary, and subject to the limitations, conditions and procedures set forth below, IDALS shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the Grantee as a result of any of the following: (1) the legislature or governor fail to appropriate funds sufficient to allow IDALS to operate as required and to fulfill its obligations under this contract; (2) if funds are de-appropriated or not allocated; (3) if IDALS' authorization to operate is withdrawn or there is a material alteration in the programs administered by IDALS; and (4) if IDALS' duties are substantially modified. In the event of termination of this Contract due to non-appropriation, the exclusive, sole, and complete remedy of the Grantee shall be payment for services completed prior to termination.

**8.3 REMEDIES OF THE GRANTEE IN EVENT OF TERMINATION BY IDALS.** In the event of termination of this Contract for any reason by IDALS, IDALS shall pay only those amounts, if any, due and owing to the Grantee for services actually rendered up to and including the date of termination of the Contract and for which IDALS is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Grantee's claim. This provision in no way limits the remedies available to IDALS under this Contract in the event of termination.

**8.4 THE GRANTEE'S TERMINATION DUTIES.** The Grantee, upon receipt of notice of termination or upon request of IDALS, shall:

**8.4.1** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters IDALS may require.

**8.4.2** Comply with the IDALS's instructions for the timely transfer of any active files and work product produced by the Grantee under this Contract.

**8.4.3** Immediately return to IDALS any payments made by IDALS for services that were not rendered by Grantee.

# SECTION 9. CONFLICT OF INTEREST

Grantee represents, warrants, and covenants that no relationship exists or will exist during the Contract period between IDALS and Grantee that is a conflict of interest. No employee, officer or agent of Grantee shall participate in the selection or the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Ch. 68B shall apply to this Contract. If a conflict of interest is proven to IDALS, IDALS may terminate this Contract, and Grantee shall be liable for any excess costs to IDALS as a result of the conflict of interest. Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. Grantee shall report any potential, real, or apparent conflict of interest to IDALS.

## SECTION 10. INDEMNIFICATION

Grantee shall jointly and severally defend, indemnify and hold IDALS, its successors and assigns, harmless from and against any liability, loss, damage or expense, including reasonable counsel fees, which IDALS may incur or sustain by reason of: (a) the failure of Grantee to fully perform and comply with the terms and obligations of this Contract; (b) Grantee's performance or attempted performance of this Contract; (c) Grantee's activities with subgrantees and third parties.

# SECTION 11. CONTRACT ADMINISTRATION

**11.1 NONASSIGNMENT.** This Contract may not be assigned without prior written consent of IDALS.

# 11.2 COMPLIANCE WITH THE LAW; NONDISCRIMINATION IN EMPLOYMENT.

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in section 4.8, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

**11.3 AMENDMENTS**. No change, modification, or termination of any of the terms, provisions or conditions of this Grant Contract shall be effective unless made in writing and signed by both parties.

**11.4 COMPLIANCE WITH LAWS AND REGULATIONS.** Grantee shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders, including those governing procurement. Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract.

**11.5 ACCESS TO RECORDS.** Grantee shall permit IDALS or its representatives and the State Auditor to access and examine, audit, excerpt and transcribe any pertinent books, documents, papers and records of Grantee relating to orders, invoices, or payments, or any other documentation or materials pertaining to this Contract. All records of Grantee relating to this Contract shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

**11.6 AUDITS.** IDALS reserves the right to require an audit of the Grantee's approved project and related activities at any time, during or after completion of the project. Any expenses pertaining to the project as a result of the audit will be an allowable expense under this Contract and will follow normal disbursement procedures.

**11.7 UNALLOWABLE COSTS.** If IDALS determines at any time, whether through monitoring, audit, closeout procedures or other means that Grantee has received Grant funds or requested disbursement for costs which are unallowable under the terms of this Contract, Grantee shall immediately repay to IDALS any and all unallowable costs.

**11.8 SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

**11.9 GOVERNING LAW.** This Contract shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

**11.10 INTEGRATION.** This Contract contains the entire understanding between Grantee and IDALS relating to this Project and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the latest date stated below.

## FOR GRANTEE:

<u>City of Ames</u> Applicant Entity

Signature

Print Name/Title

\_\_\_\_/ Date

FOR IDALS:

Julie Kenney, Deputy Secretary of Agriculture

Date





February 7, 2018

Iowa Department of Agriculture and Land Stewardship Division of Soil Conservation and Water Quality Attn. Will Myers 502 East 9<sup>th</sup> Street Des Moines, IA 50319

Dear Mr. Myers,

We are pleased to submit the City of Ames full application for the 2018 Water Quality Initiative - Urban Conservation Projects funding opportunity through the Iowa Department of Agriculture and Land Stewardship. We believe our project illustrates our excitement for, and continued commitment to, actively engaging in watershed health and conservation. This project will continue to foster collaborative efforts through established partnerships and provide excellent educational and outreach opportunities for all residents of our watershed community.

The City of Ames would like to use this opportunity to build upon previous and ongoing efforts and show our commitment to being an urban leader in a comprehensive effort toward improved water quality. We very much appreciate the opportunity to submit on this potential funding opportunity and thank you for your consideration of our proposal.

If you have any specific questions, please feel free to contact me anytime at twarner@city.ames.ia.us or at 515-239-5160.

Respectfully,

Tracy L. Warner, P.E. Municipal Engineer

# **City of Ames Urban Water Quality Improvements**

#### Full-Application Cover Sheet

1. General Project Information	
Project Title:	Grand Avenue Extension Urban Water Quality Project
Applicant Entity:	City of Ames, Iowa
Contact Person:	Tracy Warner
Address:	515 Clark Avenue, Ames, Iowa 50010
Phone:	(515) 239-5610
Email:	twarner@city.ames.ia.us
Authorized Representative Signature:	
•	- toto
Evecutive Summary	

#### Executive Summary

The City of Ames (City) long-range transportation plan includes a multi-phased Grand Avenue Extension Project. The current phase extends Grand Avenue from its current terminus across Squaw Creek to S 16th St. The project is expected to relieve traffic congestion from S Duff Avenue and provide a route across Squaw Creek during flood events. The overall project is expected to improve safety on S Duff Avenue and Lincoln Way as traffic on those sections of roadway is directed to Grand Avenue. The project is a high priority for the City and is expected to open to traffic in late 2019/early 2020. The City plans to incorporate stormwater quality BMPs to capture much of the runoff draining to and from the site, staying committed to their support of, and leadership in, improving and protecting water quality.

Name:	Squaw Creek, South Skunk River
Location:	Squaw Creek extends from Boone County in the north to the City of Ames in the south, entering the South Skunk River where it intersects SE 16th St.
Importance of the surface water:	As a tributary to the South Skunk River, Squaw Creek drains approximately 147,000 acres from Boone, Hamilton, Story and Webster counties, and is represented by both urban and agricultural settings. It enters the South Skunk River at Ames, the largest urban center in the watershed. Approximately 30,000 people reside in the watershed, and engagement and interest in water conservation and quality is shared among rural and urban populations alike.
	The South Skunk River eventually joins the North Skunk River, becoming the Skunk River which flows to the Mississippi. Reaches of the South Skunk are impaired due to elevated bacteria levels. Ultimately, the impacts of activities occurring in the Squaw Creek watershed extend all the way downstream to the Gulf of Mexico. Squaw Creek has been classified as a Class A1 and B (WW-2) stream from its mouth in Story County to the confluence with Glacial Creek. Worle Creek, College Creek, and Onion Creek (from the mouth to confluence with North and South Onion Creeks) are listed as potentially impaired according to the IDNR Integrated Report.

#### 3. Project Partners

- Story County Soil and Water Conservation District (SWCD) .
- Squaw Creek Watershed Management Authority (SCWMA) .
- Prairie Rivers of Iowa RC&D
- Story County Conservation .

#### 4. Budget Summary

	IDALS Request	Applicant Contributions	Partner Contributions	Total Budget
April 1, 2018 -June 30, 2018				
July 1, 2018 - June 30, 2019	\$100,000	\$522,000	\$11,140	\$633,140
Overall	\$100,000	\$522,000	\$11,140	\$633,140

#### <u>Pre-Application Narrative (previously submitted pre-application with requested</u> <u>updates)</u>

#### · Describe the primary components/practices that will be installed by this project.

This project will incorporate stormwater quality conservation practices into the City of Ames Grand Avenue Extension project. The Grand Avenue Extension Project will extend Grand Avenue from its current terminus at Squaw Creek Dr., south through Coldwater Golf Links and eventually to S 16<sup>th</sup> St. This will also entail the extension of S 5<sup>th</sup> St further west, to connect to the Grand Avenue extension.

The planned practice for which funding is being requested, is a stormwater wetland in the northeast portion of the project where S 5<sup>th</sup> Street currently terminates, that will capture approximately 100 acres of drainage area. The entire \$620,000 will be used for the stormwater wetland construction; the overall Grand Avenue Extension budget is \$12.5M. The current storm sewer system discharges directly to Squaw Creek with little to no detention and/or treatment. The proposed stormwater wetland will provide significantly more treatment and detention than required for the extension project, with almost all of the hydrology for the wetland coming from the existing system. This wetland will greatly improve conditions from the existing, even with the extension project factored in.

Another practice is an infiltration basin planned for the southwest portion of the project site that will take on runoff from approximately 7 acres of drainage area, including from the extended portion of Grand Avenue. These practices will reduce stormwater runoff and provide water quality treatment, aesthetic appeal, and created habitat. Figure 1 shows the placement of both practices within the project site.

# • Describe the primary anticipated benefits from each partner and benefits to urban and rural populations in the watershed.

Interest in improving and protecting water resources in this watershed is evidenced by the actively engaged community and watershed groups. These groups will play a key role in providing education and awareness by using their existing forums, resources, media outlets, active and engaged audiences and members, as well as planned field days for presenting the project to provide education and awareness on stormwater quality as related to the proposed project. Partners for this project include the Squaw Creek Watershed Management Authority (SCWMA), Prairie Rivers of Iowa RC&D, Story County Conservation (SCC), and the Story County Soil and Water Conservation District (SWCD). Letters of Support have been provided from each partner. All partner contributions are provided in-kind.

The Squaw Creek Watershed is located within a priority watershed (South Skunk). The SCWMA completed a watershed management plan in 2014, and both urban and rural efforts in protecting and preserving water quality are ongoing. Converting planning into action and implementation is the pivotal objective of the plan. Since 2015, Prairie Rivers of Iowa RC&D and Story County SWCD have been working in cooperation to assist and administer funds provided through the WQI, to landowners and operators within the watershed for implementing conservation practices that will build soil health and protect water quality, as part of the Squaw Creek Watershed demonstration project. The proposed project provides another opportunity to convert planning into action and implementation. This project also reflects the City's commitment to being an urban leader in protecting and improving water quality, furthering the urban, and complimenting the ongoing rural, efforts in a partnership approach to addressing conservation and watershed health.

The direct water quality benefits of this project will be realized by residents of the City and other members of the community (rural and urban) who are directly active in Squaw Creek Watershed, as will downstream rural and urban populations alike, extending to the Skunk River and beyond. Squaw Creek enters the Skunk River at the City of Ames; the Skunk River Greenbelt extends from Ames to Cambridge, and provides a fantastic recreational opportunity, both in-stream and along-stream, for all who wish to enjoy it. The proposed practices will provide removal of nutrients, sediment, bacteria, oil and grease, heavy metals, and other pollutants common to urban environments through settling,

biochemical reactions, and plant uptake. In addition, the stormwater wetland will enhance aesthetic appeal as well as provide habitat.

This project will directly contribute to the goals outlined in the Squaw Creek Watershed Management Plan:

- Goal #1 Increase people's awareness and understanding of the individual connections and efforts within the watershed
- Goal #2 Improve water quality in the watershed.
- Goal #3 Reduce the effects associated with altered hydrology (heavy flows, diminished base flow) within the watershed
- Goal #4 Increase the variety of habitat for animal and plant life in the watershed
- Goal #5 Create outstanding recreational opportunities in the watershed
- Goal #6 Work cooperatively to identify stakeholders and resources and facilitate partnerships to implement the watershed plan

# • If there will be other / future phases of this project or if the things that would be funded by this application are part of a larger scale project, describe the larger project and how this application fits in or compliments other aspects of a larger project.

This project involves the extension of Grand Avenue south to S. 16<sup>th</sup> St. The City would like to maximize the community benefits resulting from this project. This includes multiple stormwater quality conservation practices, including the stormwater wetland and an infiltration basin, capturing approximately 107 acres of drainage including from the extended portion of Grand Ave. In addition to stormwater quality features, the City is also working toward incorporating trails as well as providing air quality improvements.

## · Describe how the project will be evaluated to determine if anticipated benefits are realized.

Performance-based metrics will be used to estimate runoff volume reduction and pollutant(s) removal, based on the drainage areas treated by the stormwater wetland and the infiltration basin. In addition, efforts will be made to assess the effectiveness of the education and outreach efforts in increasing public awareness.

# • Describe the education/information program that will be developed as part of the project and anticipated budget.

A necessary and effective mechanism of converting planning into action is through education and awareness. Currently, Prairie Rivers of Iowa RC&D, in partnership with the City, is conducting water quality monitoring, posting biweekly results on their website to provide residents a snapshot of water quality as part of an education and outreach campaign. Based on location within the largest urban center in the watershed, as well as anticipated pedestrian and bike traffic around the practices, the project will provide great exposure of water quality practices in action to both urban and rural watershed residents, further contributing to this campaign. In addition, including these practices as part of a large-scale project in a highly visible area showcases the City's commitment to doing their part to protect and enhance water quality.

The existing working relationships between the City and project partners will enhance and streamline the education effort. The extensive networks and resources provided by project partners for education and outreach such as planned field days, website recognition, social media outlets, meetings, and actively engaged audiences and members, will be leveraged to broadly disseminate information.

The City will also utilize their own resources to provide exposure to the project paralleling and building off of previous efforts, such as the City SRF/WQI Project at City Hall. This includes, but is not limited to,

Facebook live sessions during the construction phase of the practice as well as broadcasting information on the project on the City's Public Access TV.

Finally, signage will be placed next to the stormwater wetland describing what the practice is and the resulting benefits to the community through water quality improvements. Trails and paths are planned as part of this project, providing high visibility and opportunity to draw attention to the practice.

#### Full-Application Narrative

Explain where you are at in the planning and design process for each practice.
Provide preliminary or final plans, if possible.

Preliminary design and calculations have been completed for sizing of the stormwater wetland. Final design and review will commence spring of 2018. Conceptual plans for the stormwater wetland are complete and are attached.

 Provide the anticipated timeline of completion for each practice (finalize design, permitting, construction bidding, etc.), if awarded funding.

Design of the constructed wetland will be finalized by summer of 2018, with bid letting anticipated for fall of 2018. While the overall Grand Avenue Extension project will have a longer time frame, the construction of the wetland will begin either in the fall of 2018 or late spring of 2019, and will be completed by June of 2019.

Provide a list of anticipate/required permits needed before construction can begin (i.e. 401/404, NPDES, cultural resources, etc.). Provide status of where the project is for this permitting and anticipated timelines for permit completion.

Iowa Department of Natural Resources (IDNR) Floodplain permitting and United States Army Corps of Engineers (USACE) section 404 permitting are underway. Right-of-way acquisition is currently on-going and expected to be complete in early 2018. The project received a "Finding of no significant impact" from the Federal Highway Administration in early 2017 after an extensive environmental review that included hazardous material, cultural resources, etc.

The application for the Iowa DNR Floodplain permit was submitted in the fall of 2017 and is currently under review. The USACE section 404 permitting is anticipated to be submitted in spring of 2018 in order to receive an individual permit by fall of 2018 prior to letting the project for construction.

The project will also have to follow the requirements of the National Pollutant Discharge Elimination System (NPDES) General Permit #2. Authorization under this permit will be obtained prior to construction beginning in the fall of 2018.

• Provide a listing of partners, including who/what entities are contributing to the project, whether those funds are in-kind or cash, and what specific item these contributions are going towards (outreach, practice, design, etc.).

See table below.

• Signed letters of support are required to document these partner contributions.

Signed letters of support from each partner are attached to this application.

Project Partner	Representative	Contribution Type	Item(s) Covered
Story County Soil and Water Conservation District (SWCD)	Jayne Smith	In-Kind	Outreach/Education
Squaw Creek Watershed Management Authority (SCWMA)	Jean Eells	In-Kind	Outreach/Education
Prairie Rivers of Iowa	Kayla Bergman	In-Kind	Outreach/Education
Story County Conservation	Mike Cox	In-Kind	Outreach/Education

# Practice Description

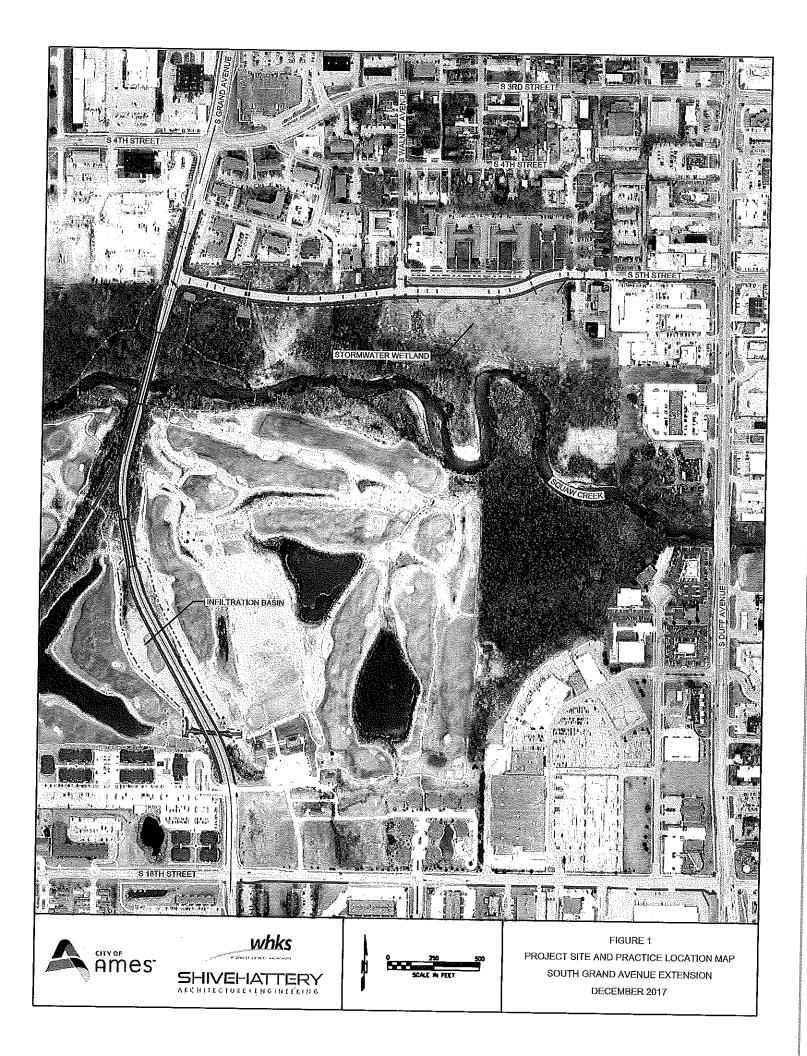
Practice #1: (provide name and description of practice) Stormwater Wetland:	IDALS: (IDALS contribution to practice)
The stormwater wetland is planned for the north section of the project site. This location will capture runoff from approximately 100 acres. Fine grading will be used to create both shallow and deep water zones that will extend through the length of the flow through the practice, designed in accordance with the newly revised guidelines outlined in Chapter 8 of the lowa Stormwater Management Manual. See Figure 2 for the stormwater wetland concept.	\$100,000 TOTAL: (Applicant and partner budget contributions to practice) \$633,140
The entire \$622,000 will be used for the stormwater wetland construction; the overall Grand Avenue Extension budget is \$12.5M. The cost-opinion for the stormwater wetland construction is attached.	
Practice Details: (provide a general description of the locatio required, and current permit status)	on, design status, permits

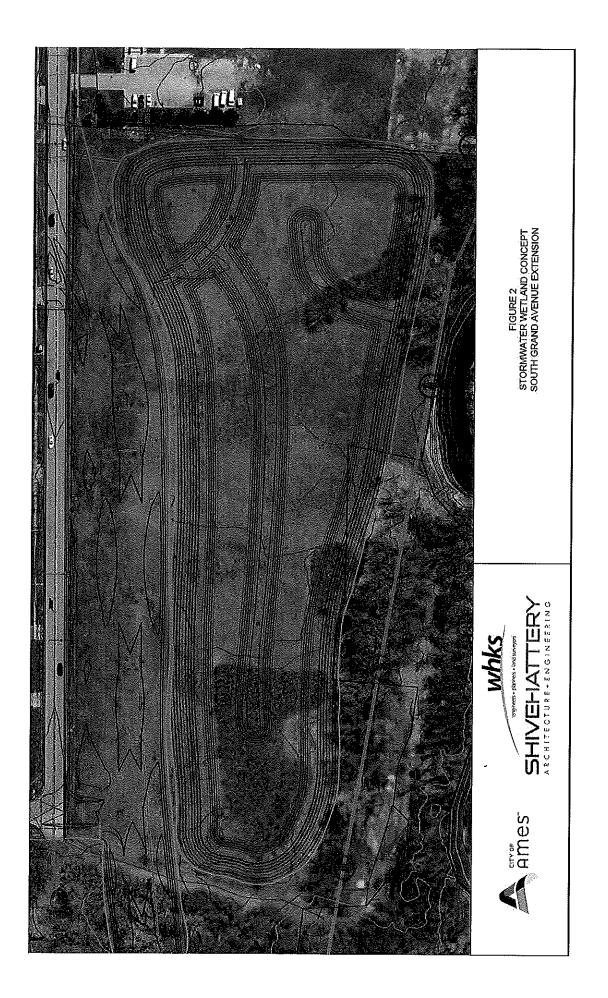
Two previous phases of the Grand Avenue Extension Project were completed in 2008 and 2011. The first phase extended Grand Avenue from Lincoln Way to Squaw Creek Drive. The second phase started at S 16<sup>th</sup> Street and extended north approximately 450 feet. The current phase will extend Grand Avenue from its current terminus at Squaw Creek Drive across Squaw Creek to its current terminus north S 16<sup>th</sup> St. The project is a high priority for the City of Ames and expected to open to traffic in late 2019 or early 2020.

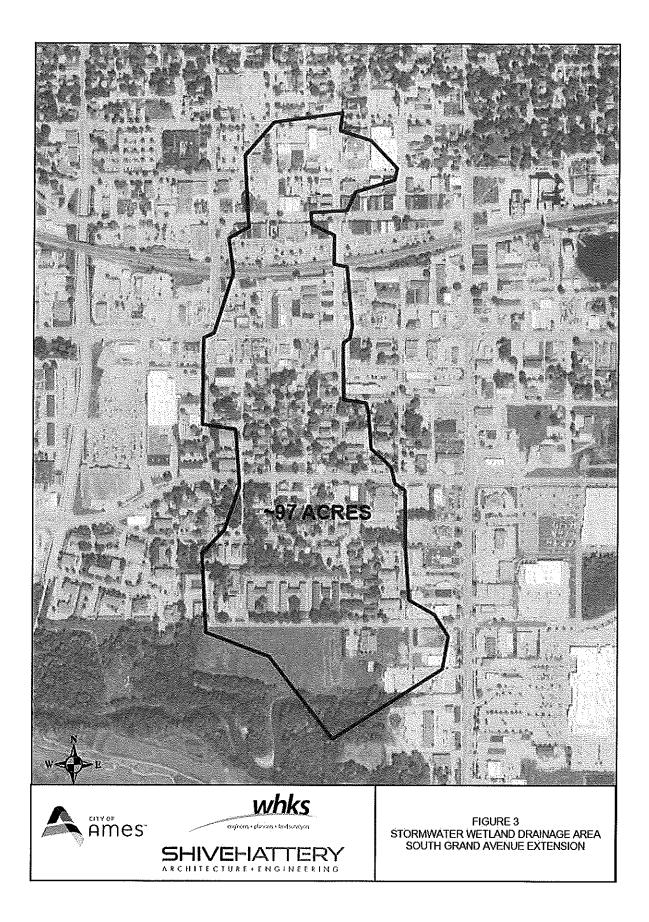
The design of the project is currently underway and the first section, which include S 5<sup>th</sup> Street, is expected to begin construction in 2018. A majority of the stormwater wetland (including what is being applied for herein) will be constructed with the second construction package set for letting through the lowa Department of Transportation in August of 2018. Construction will begin in the fall of 2018 and continue through the end of 2019. The wetland itself will be completed in the early stages of the project as the soil required for the roadway will be taken from the excavation necessary to build the wetland. The project can accommodate the completion of the wetland portion as required by the Water Quality Initiative.

Preliminary design and calculations have been completed for sizing of the stormwater wetland. Final design and review will commence spring of 2018.

Iowa Department of Natural Resources (IDNR) Floodplain permitting and United States Army Corps of Engineers (USACE) section 404 permitting are underway. Right-of-way acquisition is currently ongoing and expected to be complete in early 2018. The project received a "Finding of no significant impact" from the Federal Highway Administration in early 2017 after an extensive environmental review.







		OPINION OF PROBABLE CONSTRUCTION COST CITY OF AMES, IOWA SOUTH GRAND AVENUE EXTENSION - STORMWATER WETLAND February 1, 2018	COST ETLAND	ARCHITEC	SHVEHTECTURETENGIN	
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	COST
- (	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW - 50% ROAD & 50% WETLAND COST SHARE	ς	\$ 10.00	51625.0	\$ 516,250.00
	Z105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD - 50% ROAD & 50% WETLAND COST SHARE	сY	\$ 12.00	2572.5	\$ 30,870.00
n -	2416-0100012	APRONS, CONCRETE, 12 IN. DIA.	EACH	\$ 1,300.00	1	\$ 1,300.00
4	2416-0100048	APRONS, CONCRETE, 48 IN. DIA.	EACH	\$ 2,500.00	1	\$ 2,500.00
	2435-0140184	MANHOLE, STORM SEWER, SW-401, 84 IN.	EACH	\$ 7,000.00	1	\$ 7,000.00
ш	2435-0251300		EACH	5 6,000.00	1	
2	2503-0114212		Ŀ.	S 80.00	20.0	
8	2503-0114230		L,	\$ 130.00	12.0	
	2503-0114248	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 48 IN.	н Ц	\$ 300.00	4.0	\$ 1,200.00
	2503-0200342	STORM SEWER ABANDONMENT, FILL AND PLUG, GREATER THAN 36 IN. DIA.	LF	\$ 100.00	20,0	
E (	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	\$ 2,800.00	6.38	\$ 17,864.00
2	2601-2636015	NATIVE GRASS SEEDING	ACRE	\$ 4,000.00	1.71	\$ 6,840.00
2	2001-2030010	WEILAND GRASS SEEDING	ACRE	\$ 4,000.00	4.67	\$ 18,680.00
4	2009002-1002	SLUFE FRUIECTION, WOOD EXCELSIOR MAT	sa	\$ 12.00	745.0	s 8,940.00
тота	TOTAL CONSTRUCTION COST	51			-	\$ 622,604.00
**TOTAL NOT GU, GUARAN	PROJECT COSTS AND CO ARANTEE THAT BIDS OR / VTEE THAT ACTUAL PROJ	*TOTAL PROJECT COSTS AND CONSTRUCTION COSTS PROVIDED HEREIN ARE MADE ON THE BASIS OF ENGINEER'S EXPERIENCE AND QUALIFICATIONS AND REPRESENT THE ENGINEER'S BEST JUDGMENT. HOWEVER, THE ENGINEER CANNOT AND DOES NOT GUARANTEE THAT BIDS OR ACTUAL TOTAL PROJECT OR CONSTRUCTION COSTS WILL NOT VARY FROM THE ESTIMATE OF PROBABLE CONSTRUCTION COST. THIS ESTIMATE SIGNEER CANNOT AND DOES GUARANTEE THAT ACTUAL PROJECT COSTS WILL NOT EXCEED OR BE LOWER THAN THE AMOUNTS STATED IN THIS ESTIMATE. THIS ESTIMATE IS INTENDED TO ASSIST IN BUDGETARY ASSESSMENT AND DOES NOT	ESENT THE ENGINEE THIS ESTIMATE IS IN	R'S BEST JUDGMENT. HO ITENDED TO ASSIST IN BU	OWEVER, THE ENGINE UDGETARY ASSESSME	ER CANNOT AND DOES NT AND DOES NOT

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Story Soil & Water Conservation District 510 S 11<sup>th</sup> St. Nevada, IA 50201 Phone: 515-382-2217 www.story-swcd.org

February 2, 2018

Iowa Department of Agriculture and Land Stewardship Division of Soil Conservation and Water Quality c/o Will Myers 502 East 9<sup>th</sup> Street Des Moines, IA 50319

Dear Mr. Myers,

As the Chairperson of Story Soil & Water Conservation District (SWCD), I am writing to express our support for the City of Ames proposed project for construction of a stormwater wetland as part of the City of Ames Grand Avenue extension, for improving water quality and decreasing stormwater runoff. The City of Ames is in the Squaw Creek/South Skunk River watersheds, of which the Story SWCD is a committed partner in improving water quality. We believe the proposed City of Ames project will benefit all who reside in the Squaw Creek and South Skunk River Watersheds, and provide an excellent opportunity for education and awareness.

Interest in improving and protecting water resources in this watershed is evidenced by the actively engaged community and watershed groups and the current efforts that are being led by both agricultural and urban stakeholders alike. This project shows continued commitment by the largest urban center in the watershed to be an active participant and supporter of these efforts, with this project directly working toward the goals of the Nutrient Reduction Strategy.

The Story SWCD is looking forward to partnering with the City of Ames in its efforts of improving and protecting stormwater quality. We are committed to providing in-kind services in the following manner:

In 2018, the Story County SWCD will host along with Prairie Rivers of Iowa RC&D two field days or tours in the Squaw Creek/South Skunk watershed to view soil and water conservation practices such as adding cover crops, installing buffers. Bioreactors, waterways and terraces in and around crop fields. Additionally, we plan to bring WaterRocks! a water quality educational event for youth to Story County at the Story County Fair and sponsor WaterRocks day long events in three or four schools in Story County. We will continue to build relationships across all levels of county government to increase partnerships to protect and improve water quality and reach out to landowners in Story County via digital and mail platforms to further involvement in conservation efforts. Every year we print and distribute recognition certificates for farmers in Story County that have implemented cover to crops to increase awareness of this beneficial practice

The value of our partnership is estimated to be \$4,000, which includes staff time and materials.

THE MISSION OF THE STORY SWCD IS TO PROMOTE SOIL CONSERVATION AND WATER QUALITY TO LANDOWNERS, OPERATORS, AND RESIDENTS OF STORY COUNTY BY PROVIDING TECHNICAL INFORMATION AND FINANCIAL ASSISTANCE. We look forward to working with the City of Ames to improve stormwater quality and using this effort to help educate and inspire others to follow suit. If you have any questions regarding our partnership with the City of Ames, please do not hesitate to contact me at 515-290-3309, jfitzgerald@agxplore.com.

Sincerely,

Jeroll J. 7 itzgerald

Jerold Fitzgerald, Chairperson Story Soil & Water Conservation District

JF:jcs

January 25, 2018

Iowa Department of Agriculture and Land Stewardship Division of Soil Conservation and Water Quality c/o Will Myers 502 East 9<sup>th</sup> Street Des Moines, IA 50319

Dear Mr. Myers,

I'm writing as the Chair of the Squaw Creek Watershed Management Authority to express our support for the City of Ames proposed project of a storm water wetland as part of the City of Ames Grand Avenue extension for improving water quality and decreasing storm water runoff. The City of Ames is located in the Squaw Creek watershed and our WMA has a sincere commitment to support improved water quality.

We have board members representing rural and urban interests from every town within the watershed and this project will be an important example for all board members. We will commit to having a presentation about the project at one of our board meetings so we can learn more of the details of how and why this will work to keep our waters cleaner. The City of Ames has provided leadership in the development of our WMA and we are proud of their continued commitment to responsible water management.

We will further assist in continued information dissemination as the project evolves through our normal communication channels overseen by Prairie Rivers of Iowa, our WMA partner who implements the program on behalf of our volunteer board.

As a volunteer board, it is difficult to assign a value to everyone's in-kind contributions to the cause, but we routinely have a dozen policy leaders attending our meetings and they spend a minimum of an hour and a half at each board meeting. The majority of the meeting time revolves around specific educational content and discussion of those issues so, our hour will be mostly focused on the storm water wetland construction and function so that the respective city and county leaders have a full understanding of it. I will use a federal rate for in-kind reimbursement of \$45.00 per hour to estimate \$540.

Sincerely,

Jean C. Eells, PhD. 2018 Chair, Squaw Creek Watershed Management Authority Serving as a representative from the Hamilton Soil and Water Conservation District 2550 Stagecoach Road Webster City, Iowa 50595



Iowa Department of Agriculture and Land Stewardship Division of Soil Conservation and Water Quality c/o Will Myers 502 East 9<sup>th</sup> Street Des Moines, IA 50319

Dear Mr. Myers,

Prairie Rivers of Iowa is in support of the City of Ames proposed project for construction of a stormwater wetland as part of the City of Ames Grand Avenue extension, for improving water quality and decreasing stormwater runoff. The City of Ames is located in the Squaw Creek/South Skunk River watersheds, of which Prairie Rivers of Iowa is a committed partner in improving water quality. We believe the proposed City of Ames project will benefit all who reside in the Squaw Creek and South Skunk River Watersheds, and provide an excellent opportunity for education and awareness.

Interest in improving and protecting water resources in this watershed is evidenced by the actively engaged community and watershed groups and the current efforts that are being led by both agricultural and urban stakeholders alike. This project shows continued commitment by the largest urban center in the watershed to be an active participant and supporter of these efforts, with this project directly is working toward the goals of the Nutrient Reduction Strategy.

Prairie Rivers of Iowa is looking forward to partnering with the City of Ames in its efforts of improving and protecting stormwater quality. We are committed to providing in-kind services in the following manner: education/outreach support via information dissemination, sharing information at our outreach events in the Squaw Creek Watershed, and a feature in our biannual newsletter and Prairie Rivers of Iowa's website.

The value of our partnership is estimated to be \$1,600, which includes staff time and materials.

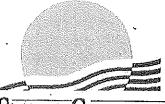
We look forward to working with the City of Ames to improve stormwater quality and using this effort to help educate and inspire others to follow suit. If you have any questions with regard to our partnership with the City of Ames, please do not hesitate to contact me (provide contact info).

Best wishes,

Penny L. Brown Huber

Penny L. Brown Huber Executive Director pbrownhuber@prrcd.org

a 501(c)(3) not-for-profit organization



Story County Conservation Board • McFarland Park 56461 180th St. • Ames, Iowa 50010-9451 Phone (515) 232-2516 • Fax (515) 232-6989 • E-mail: conservation@storycountyiowa.gov www.storycountyconservation.org

January 29, 2018

Iowa Department of Agriculture and Land Stewardship Division of Soil Conservation and Water Quality c/o Will Myers 502 East 9<sup>th</sup> Street Des Moines, IA 50319

#### Dear Mr. Myers,

I am writing to express Story County Conservation's support for the City of Ames' proposed project for construction of a stormwater welland as part of the City of Ames Grand Avenue extension, for improving water quality and decreasing stormwater runoff. We believe this project will benefit all who reside in the Squaw Creek and South Skunk River watersheds and provide an excellent opportunity for education and awareness.

Interest in improving and protecting water resources in this watershed is evidenced by the actively engaged community and watershed groups and efforts being led by both agricultural and urban stakeholders. This project shows continued commitment by the largest urban center in the watershed to be an active participant and supporter of these efforts, with this project directly working toward the goals of the Nutrient Reduction Strategy. This project also compliments a similar project in the Tedesco Environmental Learning Corridor--a development owned by Story County Conservation and designed jointly with the City of Ames, Iowa State University, the ISU Research Park, and others.

Story County Conservation is looking forward to continuing its partnership with the City of Ames to improve and protect stormwater quality. We are committed to providing in-kind services in the following manner: social media pushes, invitation to the City of Ames to present on the subject at our senior citizen lecture series, a tour of the project in our Master River Stewards class, and "page" on our interpretive touch screen module located in the ISU Research Park Economic Development Core Facility.

The value of our partnership is estimated to be \$5,000, which includes staff time and materials.

We look forward to continuing our relationship with the City of Ames to improve stormwater quality and using this effort to help educate and inspire others to follow suit. If you have any questions with regard to our partnership with the City of Ames, please do not hesitate to contact me at 515-232-2516.

Sincerely,

Michael D. Co

Director

# Exhibit B - Budget - City of Ames, Grand Avenue Extension Urban Water Quality Project

Component	Total	IDALS/ WQI	Local Match Amount	Match Source(s)
Technical/Design Assistance	\$	\$	\$	
Information/Education	\$	\$	\$	
Practices (list & number)				
1. Stormwater Wetland	\$633,140	\$100,000	\$533,140	City of Ames, Story SWCD, Squaw Creek Watershed Management Authority, Prairie Rivers of Iowa, Story County Conservation Board
2.	\$	\$	\$	Conservation Board
3.	\$	\$	\$	
4.	\$	\$	\$	
(add lines as needed)	\$	\$	\$	
TOTALS	\$633,140	\$100,000	\$533,140	