

**COUNCIL ACTION FORM**

**SUBJECT: APPROVAL OF AGREEMENTS FOR PHASE IV OF THE IOWA STATE RESEARCH PARK**

**BACKGROUND:**

The City staff has been working with the staff at the Iowa State Research Park to assist in the development of Phase IV of the ISU Research Park. This new phase will comprise approximately 32 developable acres of land for development. The impetus for this addition is the fact that the John Deere Company desires to increase its presence at the Research Park.

This additional presence will come in two forms. First, the construction of a new approximately 37,000 square foot building on 5 acres where they intend to develop the next generation of sprayer equipment. Included in the building square footage is approximately 5,000 square feet of office space. At this time, it is not known how many employees will be housed in this space. Second, Deere also intends to lease additional space in other parts of the Research Park for their new innovation center.

Rather than select a lot that is platted and currently served by utilities in one of the first three phases, John Deere and Research Park officials have agreed on a site on the west side of S. Riverside Avenue approximately ¼ mile south of the currently paved section of S. Riverside Drive. This leapfrogging of the current infrastructure will require a new investment in street and utility improvements for the creation of Phase IV.

The City of Ames has been a partner in the first three phases of the Research Park by financing the majority of the needed infrastructure. In return, a commitment was made for the Research Park property to remain on the tax rolls and that the sale (or lease) price of land in the Park be “discounted” as an incentive for new development to reflect the fact that the City’s incentives resulted in a reduction in the per acre developed land cost.

One condition that was requested by the Deere Company is that they have the ability to utilize the City’s five year industrial tax abatement program. Historically, as a condition of the City’s financial participation into the development of infrastructure at the Research Park, companies have been prohibited from taking advantage of this incentive until the debt service on the infrastructure has been paid off.

We are fortunate in this instance that the City will be able to secure \$1,743,558 in grant funding from U.S. Economic Development Administration and another \$1,294,354 from the State of Iowa through their RISE program. **This additional \$3,037,912 will allow us to break with tradition and offer the industrial tax abatement incentive to John Deere for the Phase IV addition.**

**FUNDING SCENARIO:**

While the Research Park staff is currently in discussions with Iowa Department of Transportation officials seeking a change to their RISE program which would allow for 70% funding for research park projects, the following table represents the most conservative scenario assuming the traditional 50% RISE funding without any job performance requirements, along with EDA grant funding.

<b>Project Element</b>	<b>Cost</b>	<b>Revenue EDA</b>	<b>Revenue RISE</b>	<b>Revenue TIF</b>	<b>Revenue Electric</b>
Street	\$2,588,708	\$1,294,354	\$1,294,354	0	0
Utilities (Water, Sanitary Sewer, Storm Sewer)	\$498,409	\$249,204	0	\$249,204	0
Electric (Distribution)	\$400,000	\$200,000	0	\$65,000	\$135,000
<b>Total</b>	<b>\$3,487,117</b>	<b>\$1,743,558</b>	<b>\$1,294,354</b>	<b>\$314,204</b>	<b>\$135,000</b>

\*Improvement costs based upon City estimates consistent with the Research Park Master Plan

**HIGHLIGHTS FROM DEVELOPMENT AGREEMENT:**

**Infrastructure (Article IV)**

- The City is required to install certain street, water mains, sanitary sewers, stormwater, and electric improvements needed to accomplish Phase IV.
- The Research Park is required to install all other improvements necessary to complete Phase IV.

**Tax Increment Financing (Article V)**

- This agreement envisions that the City Council will take the necessary action to collect property taxes generated from a Tax Increment Financing District and devote this tax revenue to pay the debt incurred by the City to construct the improvements required in Article IV.

### **Proceeds From The Sale Of Land (Article VI)**

- In recognition that the City has financed a major portion of the development cost for the acres in Phase IV and wants to pass this savings on to companies to create jobs at the Research Park, the agreement caps the per acre sale price at \$72,000. In the event the Research Park decides to sell any lots in Phase IV in excess of this per acre cap, the City will share equally in the amount over the \$72,000.

### **Conditions Precedent (Article VII)**

- The City is not required to move ahead with the design or construction of the infrastructure improvements required in Article IV until the City has 1) a signed agreement from the IDOT for a RISE agreement for 50% of the transportation improvement reflected in Article IV, 2) a signed agreement with the U.S. Economic Development Administration for a grant of \$1,743,558 for the qualifying improvements required in Article IV, and 3) a signed agreement with the Deere and Company for a minimum assessment of \$5,000,000 on the improvements built on Lot 1.

Establishing the minimum assessment for the Deere property is important so that the City's investment in the infrastructure is paid off in a timely manner. (See attached Minimum Assessment Agreement)

### **Property Taxes (Article VIII)**

- All of the property within Phase IV will be subject to property taxes. In addition, except for Lot 1 (the site of Deere's new building), should any property become exempt from property taxes, the Research Park will be obligated to pay to the City amounts equal to the tax receipts that the local taxing jurisdictions would have received if the property had not become tax exempt or received abatement.

### **Minimum Assessment (Article IX)**

- For all lots in Phase IV (this excludes Lot 1, the site of the Deere building that has agreed to a \$5,000,000 minimum assessment for 12 years or until the City's infrastructure debt is paid off with TIF revenue), a \$500,000 per acre minimum assessment shall be established.

### **Timeline For Constructing Buildings (Article X)**

- In order to guard against purchasers buying property at the subsidized amount and not moving ahead with constructing improvements in the Research Park, the agreement specifies that if a building is not completed within 24 months of taking title to the land, the Research Park will make payments to the local taxing jurisdictions an amount equal to the tax receipts that would have been received had the property been assessed at \$500,000 per acre.

**ALTERNATIVES:**

- 1.A) Approve the attached Agreement For Public Improvements and Other Work Pertaining To The Iowa State University Research Park Phase IV with the Iowa State University Research Park to construct specific infrastructure improvements that will be paid back through a Tax Increment Financing strategy and
- 1.B) Approve the attached Minimum Assessment Agreement with Deere and Company for the building constructed on Lot 1, Iowa State University Research Park Phase III, Third Addition.
- 2.) Request that the staff attempt to negotiate difference terms for the development agreement and bring it back for City Council approval.
- 3) Instruct the staff to discontinue discussions with the Iowa State University Research Park officials regarding Phase IV with the understanding that the City is not interested in providing financial assistance to this phase.

Under this alternative, Iowa State University will be required to pay for the installation of the street and utility improvements from proceeds already secured by a Letter of Credit.

**MANAGER'S RECOMMENDED ACTION:**

The benefits of new high paying jobs, an increase in the City's tax base, and an expanding market of which our current businesses can take advantage justifies our continued partnership in the next phase of the Iowa State University Research Park.

Fortunately, the receipt of approximately \$3,037,912 of state and federal funding will allow the City to offer the five year industrial tax abatement incentive, if the Deere project qualifies, and pay the extra infrastructure costs that are needed as the result of leapfrogging past land that is already served by the City in Phase III. **Therefore, it is the recommendation of the City Manager that the City Council support Alternatives #1A and #1B and approve the attached Agreement For Public Improvements And Other Work Pertaining To The Iowa State University Research Park Phase IV and the Minimum Assessment Agreement with Deere and Company.**

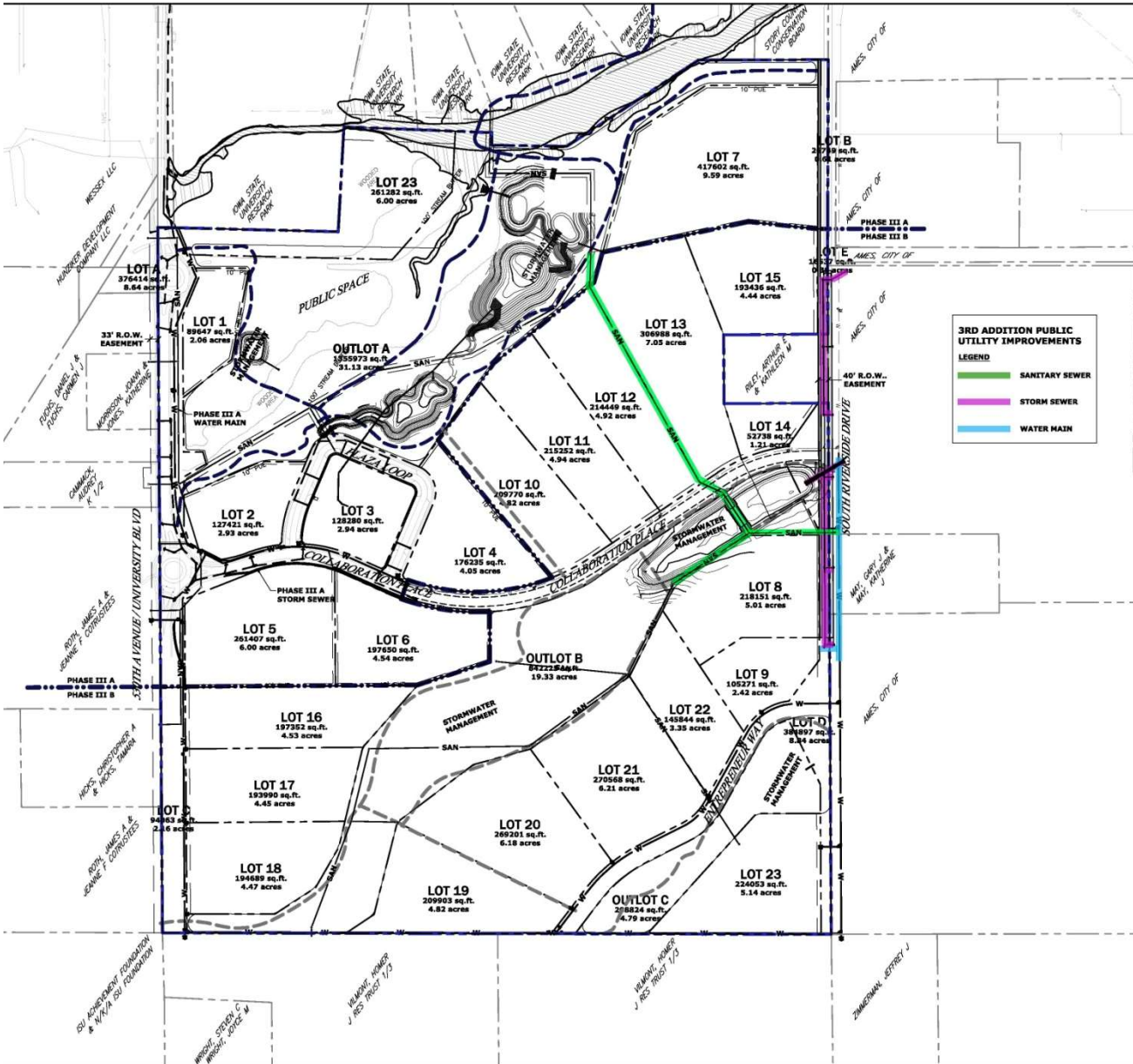
## EXHIBIT A

All that part of Outlot X, Iowa State University Research Park Phase III, Third Addition lying northerly of the south line of the 80-foot wide reserved right-of-way of Collaboration Place, and

Outlot A, Iowa State Research Park Phase III, Third Addition, and

That part of South Riverside Drive right-of-way extending from the Southeast corner of Lot 7, Iowa State University Research Park Phase III, First Addition to the Southeast corner of Lot 1, Iowa State University Research Par Phase III, Third Addition.

# EXHIBIT B: MASTER PLAN LOT LAYOUT



U.S. Economic Development Administration  
**Preliminary Engineering Report**



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**South Riverside Drive and Collaboration Place  
Extension**

Iowa State University Research Park Phase IV  
1805 Collaboration Place, Suite 1250  
Ames, Iowa 50010

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*Prepared by*  
**Clapsaddle-Garber Associates, Inc.**  
*Consulting Engineers*

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*PN 5709.04*

**CGA**

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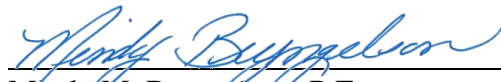
# South Riverside Drive and Collaboration Place Extension

Iowa State University Research Park Phase IV  
1805 Collaboration Place, Suite 1250  
Ames, Iowa 50010

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I hereby certify that this engineering document  
was prepared by me or under my direct supervision  
and that I am a duly licensed Professional Engineer  
under the laws of the State of Iowa.



Mindy M. Bryngelson, P.E.

Iowa License No.: 17135

License Renewal Date: 12-31-2019

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July 13, 2018



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## Project Overview

The ISU Research Park (ISURP) was established in 1987 as a not-for-profit (501c3) real estate development community intended as a regional economic development effort closely affiliated with Iowa State University. From inception until today, Iowa State University, the City of Ames, Story County, the State of Iowa and ISURP have worked collaboratively to leverage the initial vision and investment to improve the state economy.

The ISURP's Phase III Development began in 2014 with an added 45 acres of developable land. The park is currently planning to complete Phase IV in order to open up an additional 63.59 acres for development that includes accommodations for a new 33,000 SF Deere & Company Test Lab.

This document summarizes the preliminary design components and cost estimates associated with the public improvement of 1,570 linear feet of South Riverside Drive to the east of the proposed Deere & Company Lot and the creation of 1,860 linear feet of Collaboration Place on the north side of the Deere & Company Lot. The project includes a trail extension on the west side of Riverside Drive and associated utilities in order to provide connectivity to the proposed Deere & Company Test Lab site and future development.

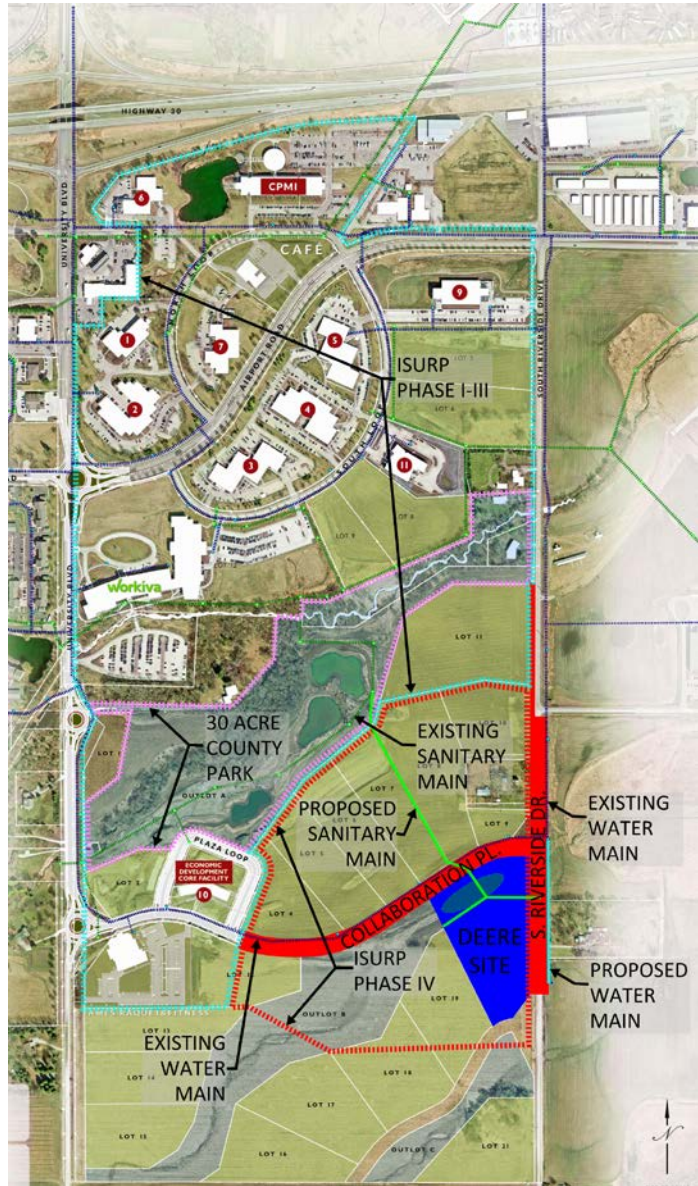


Figure 1: Overall Project Map

### South Riverside Drive Components

Currently, South Riverside Drive within the project limits is a gravel road with ditches on both sides within an 80' wide Right-of-Way. Riverside Drive will be utilized to provide vehicular access for the Deere site, as well as providing a corridor for public water, electricity and gas utilities. The proposed project includes improving 1,570 linear feet of roadway between the Sigler access road on the north and the proposed Deere & Company Test Lab Site on the south. The new roadway will consist of a 31' wide 9" pcc pavement section with curb and gutter over a 6" subbase. A new 10' wide 5" thick pcc trail and will be installed on the west side of S. Riverside Drive for a distance of 1,975 linear feet for a future connect to an existing trail located south of Airport Road. This trail will also connect to an extensive trail network currently under construction in a 30-acre Story County park located within the ISURP. Street lights will be installed per the City of Ames standards.



Figure 2: S. Riverside Drive Extension

Two new storm sewer systems will be installed to collect surface drainage. The north system will collect 1.44 Acres of runoff into an 18" storm sewer that will outlet on the northeast end of the project into a natural drainage swale. The south system will collect 2.40 Acres of runoff into a 24" storm sewer that will outlet into a proposed pair of 48" culverts. The dual 48" RCP culverts will be placed under S. Riverside Drive to allow storm water collected in a proposed storm water management (SWM) pond between Collaboration Place and the proposed Deere & Company Test Lab site to drain to a natural drainage swale east of S. Riverside Drive. A 6" perforated subdrain will be installed to remove ground water and improve pavement longevity in areas where storm sewer is not proposed.

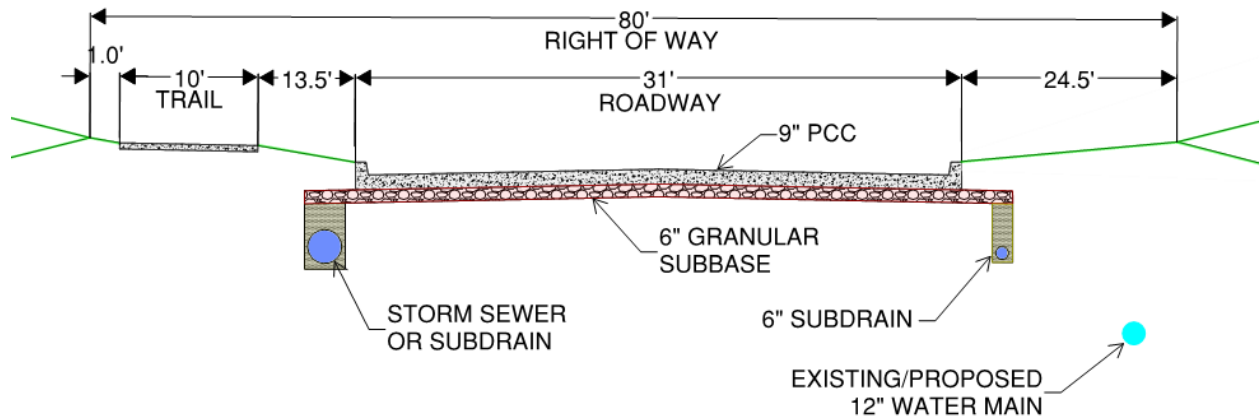


Figure 3: S. Riverside Drive Typical Section

### Collaboration Place Components

Collaboration Place will extend 1,860 linear feet of roadway to create a connection with the proposed S. Riverside Drive within an 80' wide Right-of-Way. An existing 12" public water main was installed during ISURP Phase III improvements and lies within the proposed Collaboration Place Right-of-Way. This existing water main will be tapped into for a new fire and domestic water line to serve the Deere site. The roadway will connect the Deere site to the ISURP core facility and other critical amenities. The SWM pond for Deere will lie along the south side of Collaboration Place, utilizing a natural low area. The new roadway will consist of a 36' wide 9" pcc pavement section with curb and gutter over a 6" subbase. The road Right-of-Way will be graded to accommodate a future 5' wide sidewalk on the north and south sides of the roadway. Street lights will be installed per the City of Ames standards.

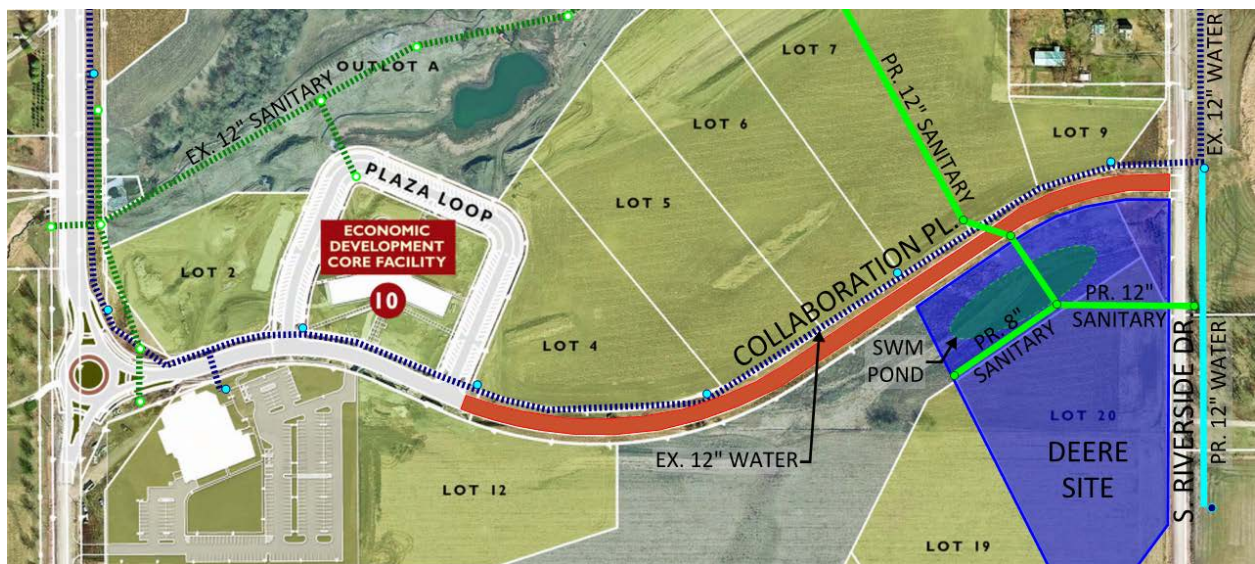


Figure 4: Collaboration Place Extension

A storm sewer system will be installed to collect surface drainage. The system will collect 3.42 acres of runoff into a proposed storm sewer system. The storm sewer will outlet on the south side of Collaboration Place into a series of detention basins sized to store storm water runoff from the ISURP and slowly release it per the current City of Ames Stormwater Ordinance. These detention basins will be located in Outlot B south of Collaboration Place and north of the proposed Deere & Company Test Lab site. The west basin will collect runoff from approximately 80 acres, has a capacity of 220,000 CF of storage, and will outlet through two 24" RCP culverts into the east basin. The east basin will collect runoff from approximately 25 additional acres, has a capacity of 60,000 CF of storage, and will outlet through two 48" RCP culverts as discussed in the "South Riverside Drive Components" section. A 6" subdrain will be installed to remove ground water and improve pavement longevity in areas where proposed storm sewer is not installed.

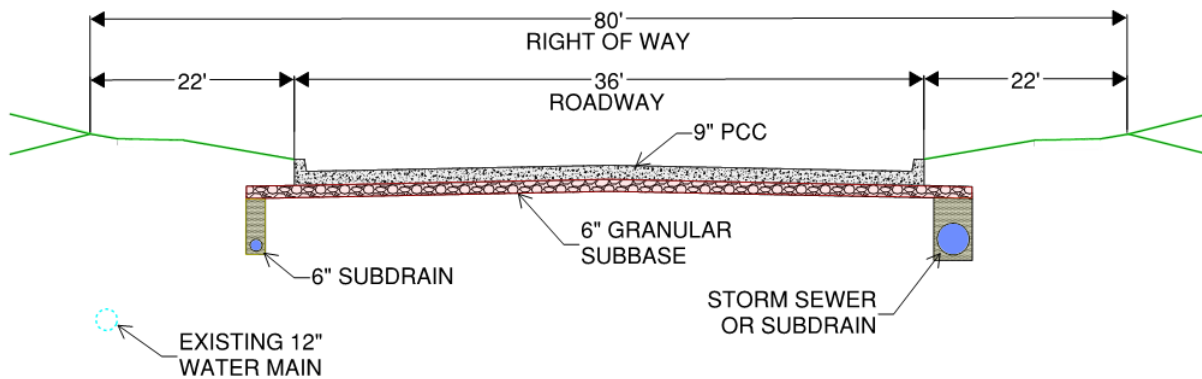


Figure 5: Collaboration Place Typical Section

### Public Utility Components

The existing public sanitary sewer mains within the ISURP are primarily located outside of the public Right-of-Way within designated sanitary sewer easements. This allows the sewer to be placed between the SWM ponds and the buildings at naturally low areas in the park to minimize trench depths. A new 12" gravity sanitary sewer main will be extended south from an existing sewer main within the ISURP to the south side of the proposed Deere SWM pond. A total of 1,700 linear feet of 12" sewer main at a slope of 0.25% will provide a capacity of 1.75 CFS while maintaining the minimum 3 ft/s velocity for self-cleaning. Sanitary sewer manholes will be placed at intervals of 400 feet or less; at the end of each sewer line; at all pipe intersections or bends; and at all changes in pipe size, grade, and alignment. An 8" public sanitary sewer main will be extended to the west Deere property line and a 12" public sanitary sewer main will be extended east under the proposed S. Riverside Drive to allow future expansions. All sanitary sewer main outside of proposed street Right-of-Way will be centered in a 30' wide easement for future maintenance.

A new 12" water main will extend south on the east side of S. Riverside Drive for 800 linear feet. Hydrants will be placed every 400' for adequate fire protection and at the end of the main

to allow for routine flushing.



Figure 6: Utility Extension

### Project Overview Summary

In summary, the project will include paving 1,570 LF of S. Riverside Drive (31' wide) and 1,860 LF of Collaboration Place (36' wide); installing 1,975 LF of 5" PCC trail along S. Riverside Drive; and the installation of associated utilities including street lighting, storm sewer, water main, and sanitary sewer. These project components are consistently described in Section B.2 of Form ED-900 "General Application for EDA Programs."

The following table summarizes the useful life of each of the primary project components:

OVERALL ISURP PHASE IV IMPROVEMENTS PROJECT USEFUL LIFE SUMMARY		
COMPONENT	USEFUL LIFE (YEARS)	SOURCE
PCC PAVEMENT	50	<i>The Iowa Statewide Urban Design and Specifications (SUDAS)</i>
PVC WATER MAIN	100	<i>American Society of Civil Engineers (ASCE) Infrastructure Report dated 02/16/2015</i>
RCP GRAVITY STORM SEWER	75	<i>American Concrete Pipe Association</i>
PVC GRAVITY SANITARY SEWER MAIN	50	<i>American Society of Civil Engineers (ASCE) Infrastructure Report dated 02/16/2015</i>

## Feasibility Analysis

The existing South Riverside Drive in the project footprint is a gravel road approximately 25' in width with a flat centerline profile ranging from 0.5% to 1%. The existing roadway will be widened to match the existing 31' pcc section at the north end of the project limits and will utilize the existing road centerline. Storm sewer will be installed in the location of the existing ditches to allow them to be filled in to create a standard urban section. The majority of the adjacent properties are owned by the applicant and co-applicant, making construction coordination relatively simple. Access to the two adjoining residential properties will require staged construction or temporary access drives along South Riverside Drive.

The alignment of the proposed Collaboration Place extension will be located in an existing agricultural field owned by the ISURP. Clearing and grubbing of grass and brush will be required within the proposed Right-of-Way. Soils in agricultural fields often contain 1-2 feet of expansive organic topsoil that must be removed within 2' of the 36' wide roadway in order to provide a stabilized uniform subgrade. The proposed profile will slope gently from west to east between a 1-2% and will provide ideal drainage of the pavement. The Right-of-Way may remained closed during construction as no access is needed in this area to adjacent properties.

The area is located outside of the 100-year flood plain and runoff from the area flows to two natural drainage swales. The drainage swales converge and enter an existing public storm sewer system that transports storm water easterly through the City of Ames Municipal Airport, under S. Duff Avenue/U.S. Highway 69, through the Country Gables/Teagarden/Southdale Subdivision, and then to the Skunk River. The construction of the SWM ponds per the City of Ames current code will ensure that storm water runoff will not increase with this project.

The existing public sanitary sewer main within the ISURP is located in a natural low area in the 30-acre county park. This location allows the sanitary sewer to be installed with minimal trench depths to reduce construction costs while maintaining appropriate depths for the lower eastern lots within the ISURP. Placing the proposed sanitary sewer main adjacent to the proposed SWM

ponds allows the main to be easily accessible by the proposed lots south of Collaboration Place.

The water main in Collaboration Place Right-of-Way was installed during a previous stage to provide looping of the main for improved water quality. The extension of the water main along the east side of South Riverside Drive allows it to be easily extended for future development to the south.

In summary, the construction of S. Riverside Drive and Collaboration Place is in an area that currently has little to no traffic so it will have very little impact to surrounding properties and Right-of-Way users during construction. Existing public utilities are located on the applicant and co-applicant controlled properties making their proposed extensions easy to accommodate.

### **Engineering Services and Construction Document Delivery**

The administration of the project is beyond the capacity of the applicant's current staff and will require contracting for engineering services. The City of Ames, as the Contract Authority, will invite engineering firms to submit a Statement of Qualifications, SOQ, for two Bid Packages, discussed on the following pages, comprising of all the project components. Firms may decide to submit qualifications for consideration on one or both of the packages. All SOQs will be evaluated on the following criterion:

- Project Understanding and Approach – 30%
- Design Team and Key Personnel – 20%
- Project Management and Proposed Schedule – 20%
- Previous Experience with project or similar scope – 15%
- Responsiveness – 15%

Qualifications will be evaluated, scored, and ranked by a project evaluation team consisting of representatives from the ISURP and the City of Ames. The selected engineering firm(s) shall be awarded contract(s) in August 2018.

The firm(s) will prepare two Construction Document Packages. The project will be completed using the traditional design/bid/build method for Bid Package 1: Public Utility Extension and Bid Package 2: Roadway Extensions. Construction procurement will be completed using the sealed competitive bid process for both packages.

### **Required Permitting**

The following permits are required for the completion of this project:

#### *Iowa DNR Wastewater Construction Permit*

The sanitary sewer extension for this project is defined as a "Minor Conveyance" system. This type of project requires the following items to be completed and submitted to the Iowa Department of Natural Resources (DNR) Wastewater Engineering Section for an approved construction permit:



- A cover letter providing details for all submittals and identifying the applicant, the engineer, the project, a summary of the submittal package, and the requested action.
- Final signed Plans and Specifications
- Addenda (if applicable)
- Sewage Treatment Agreement signed by the City of Ames
- Schedule A – General Information
- Schedule B – Collection System
- Schedule C – Lateral Sewer Extension

A construction permit will be issued by the Iowa DNR within 60 days of receipt of a completed application. This review period will require the design of the sanitary system to happen immediately upon selection of a design firm in order for the construction to occur in the Fall of 2018.

#### *Iowa DNR Public Water Supply Construction Permit*

The water main extension for this project requires the following items to be completed and submitted to the Iowa DNR Water Supply Engineering Section for an approved construction permit:

- Final signed Plans and Specifications
- Water Supply Service Agreement signed by the City of Ames
- Schedule 1a – General Information
- Schedule 1c – Fee Calculation
- Schedule 2a – Water Mains, General

Applications for a construction permit must be submitted to the Iowa DNR 30 days in advance of commencing construction or awarding of contracts.

#### *Iowa DNR NPDES Permit*

The Iowa DNR administers the U.S. Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) program within the state. All facilities that discharge pollutants from any point source into waters of the United States or waters of the state are required to obtain an NPDES permit under Iowa's NPDES program. The permit requires compliance with all federal and local standards.

The South Riverside Drive and Collaboration Place Extension project will disturb more than 1.0 acre of land and therefore will require the ISURP to obtain a General Permit No. 2, Storm Water Discharge Associated with Construction Activities, from the Iowa DNR. The following items must be completed in order to receive authorization from the Iowa DNR:

- Complete a Storm Water Pollution Prevention Plan per section 161A.64 of the Code of Iowa and local sediment and erosion plans. Plans shall be consistent with the requirements of Part IV of the General Permit No. 2.
- File a Public Notice as specified in Iowa Administrative Code 567--64.6(1)"c"(1) for at least one day in one newspaper with the largest circulation in the ISURP area.
- Complete the Notice of Intent (NOI) form, DNR Form 542-1415, signed in accordance

with Part VI.G. of the General Permit No. 2.

- Submit the completed NOI form, proof of public notice publication, and applicable fee as specified in Iowa Administrative Code 567 --64.16(455B) to the Iowa DNR Storm Water Coordinator.

Authorization must be given prior to commencing construction activities. The applicant should allow approximately 3 weeks for authorization to be granted after submitting a complete application. If the ground is not stabilized within the permit period, the applicant may resubmit an NOI prior to the permit expiration date to extend coverage. Within 30 days after final stabilization of the construction site, as defined in Part VIII of General Permit No. 2, the owner shall submit a Notice of Discontinuation to the Iowa DNR.

#### *City of Ames COSESCO*

The City of Ames Construction Site Erosion and Sediment Control (COSESCO) Permit Application is required for all construction activities that disturb 0.5 acres or more per Ordinance 3875 of the Ames City Code. Upon receiving authorization for an Iowa General Permit Number 2 from the Iowa DNR, the ISURP shall submit the City of Ames COSESCO Permit to the City of Ames Public Works Department. The following items shall be attached to the completed application form:

- An application fee per Ordinance No. 3875 Sec. 5A.2(2) and (3) of the Ames City Code.
- A Grading Plan prepared by a licensed engineer or land surveyor showing the required information listed in the COSESCO application.
- A copy of the completed Storm Water Pollution Prevention Plan prepared prior to submitting the Iowa DNR NOI form.
- A copy of the Letter of Authorization received from the Iowa DNR.

The applicant should allow approximately one week for the COSESCO permit approval. If site is still active after one year, then the permit shall be removed with an additional fee.

**Bid Package 1: Public Utility Extension**

The first package will be the “ISURP 2018 Public Utility Extension” and will consist of the sanitary sewer and water main components discussed in the Project Overview Section. This package will be released for solicitation of construction bids as soon as possible in order to provide the necessary utility access for the proposed Deer & Company Test Lab.

*Public Utility Extension Estimated Project Schedule*

Engineering Request for Qualifications	July 2018
Engineering Firm Selection and Award of Contract	August 2018
Engineering Design	August 2018
IDNR Water Construction Permits	September 2018
IDNR Wastewater Construction Permit	September – October 2018
Solicitation of Construction Bids and Award of Contract	September 2018
Construction	October – November 2018

*Public Utility Extension Estimated Construction Costs*

The following is a detailed construction cost estimate for each of the project components. A 5% contingency has been added to the total estimated construction costs based upon average bid fluctuations in the Ames, Iowa market over the past 12 months.

ISURP 2018 PUBLIC UTILITY EXTENSION					
ITEM NO.	DESCRIPTION	QUANTITY		UNIT COST	EXTENSION
2.01	TOPSOIL, 8" DEPTH	1,500	CY	\$8.00	\$12,000
2.02	EXCAVATION, CLASS 10	2,200	CY	\$8.00	\$17,600
2.03	RIP RAP	300	TON	\$50.00	\$15,000
3.01	TRENCH FOUNDATION	100	TON	\$25.00	\$2,500
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	100	CY	\$25.00	\$2,500
3.03	TRENCH COMPACTION TESTING	1	LS	\$2,631.58	\$2,632
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 12-INCH	1,670	LF	\$87.00	\$145,290
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8-INCH	341	LF	\$80.00	\$27,280
4.03	STORM SEWER, TRENCHED, RCP, 15-INCH	92	LF	\$75.00	\$6,900
4.04	PIPE APRON, RCP, 15-INCH DIAMETER	4	EA	\$1,100.00	\$4,400

5.01	WATER MAIN, TRENCHED, PVC, 12-INCH	805	LF	\$75.00	\$60,375
5.02	12" X 6" X 12" TEE	3	EA	\$500.00	\$1,500
5.03	VALVE, GATE, 12-INCH	3	EA	\$2,000.00	\$6,000
5.04	12" X 8" X 12" TEE	1	EA	\$750.00	\$750
5.05	FIRE HYDRANT ASSEMBLY, 6" BARREL	1	EA	\$5,500.00	\$5,500
5.06	WATER MAIN CONNECTION	1	EA	\$3,500.00	\$3,500
6.01	SANITARY SEWER MANHOLE, SW-301, 48-INCH	7	EA	\$5,000.00	\$35,000
9.01	SEEDING, TYPE 1, LAWN MIXTURE, FERTILIZE AND MULCH	5	AC	\$5,000.00	\$25,000
11.01	MOBILIZATION	1	LS	\$25,000.00	\$25,000
TOTAL ESTIMATED CONSTRUCTION COST					\$398,726.58
5% CONSTRUCTION CONTINGENCY					\$19,936.33
20% ENGINEERING AND CONSTRUCTION ADMINISTRATION					\$79,745.32
<b>TOTAL ESTIMATED ISURP 2018 PUBLIC UTILITY EXTENSION PROJECT COST</b>					<b>\$498,408.23</b>

**Bid Package 2: Roadway Extensions**

The second package will be the “S. Riverside Drive/Collaboration Place Extension” and will consist of roadway, trail/sidewalk, storm sewer, and electrical components discussed in the Project Overview Section. This package will be released for solicitation of construction bids in early winter 2019 for a summer/fall 2019 construction schedule.

*S. Riverside Drive/Collaboration Place Extension Estimated Project Schedule*

Engineering Request for Qualifications	July 2018
Engineering Firm Selection and Award of Contract	August 2018
Engineering Design	August 2018 – December 2018
IDNR NPDES/City of Ames COSESCO Permit	December 2018 – January 2019
Solicitation of Bids and Award of Contract	January – February 2019
Construction	March – November 2019

*S. Riverside Drive/Collaboration Place Extension Estimated Construction Costs*

The following is a detailed construction cost estimate for each of the project components. A 5% contingency has been added to the total estimated construction costs based upon average bid fluctuations in the Ames, Iowa market over the past 12 months.

S. RIVERSIDE DRIVE EXTENSION					
ITEM NO.	DESCRIPTION	QUANTITY		UNIT COST	EXTENSION
2.01	TOPSOIL, 8" DEPTH	2,150	CY	\$8.00	\$17,200
2.02	EXCAVATION, CLASS 10	5,000	CY	\$8.00	\$40,000
2.03	SUBGRADE PREPERATION, 12-INCH	5,989	SY	\$3.00	\$17,967
2.04	MODIFIED SUBBASE, 6-INCH	5,989	SY	\$8.00	\$47,912
2.05	COMPACTION TESTING	1	LS	\$5,000.00	\$5,000
2.06	EXPLORATORY DIGGING	1	LS	\$1,875.00	\$1,875
3.01	TRENCH FOUNDATION	100	TON	\$25.00	\$2,500
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	100	CY	\$25.00	\$2,500
3.03	TRENCH COMPACATION TESTING	1	LS	\$3,684.21	\$3,684
4.01	STORM SEWER, TRENCHED, RCP, 48-INCH	354	LF	\$160.00	\$56,640
4.02	STORM SEWER, TRENCHED, RCP, 24-INCH	673	LF	\$90.00	\$60,570
4.03	STORM SEWER, TRENCHED, RCP, 18-INCH	375	LF	\$80.00	\$30,000
4.04	STORM SEWER, TRENCHED, RCP, 15-INCH	468	LF	\$75.00	\$35,100

4.05	SUBDRAIN, LONGITUDINAL, PVC, 6-INCH	1,660	LF	\$10.00	\$16,600
4.06	SUBDRAIN, CLEANOUT, 8-INCH	6	EA	\$250.00	\$1,500
4.07	PIPE APRON, RCP, 48-INCH DIAMETER	4	EA	\$3,500.00	\$14,000
4.08	PIPE APRON, RCP, 24-INCH DIAMETER	1	EA	\$1,500.00	\$1,500
4.09	PIPE APRON, RCP, 18-INCH DIAMETER	2	EA	\$1,300.00	\$2,600
4.10	FIELD TILE REPAIR, UNDER 12-INCH	100	LF	\$100.00	\$10,000
6.01	STORM INTAKE, SW-507	6	EA	\$5,000.00	\$30,000
6.02	STORM INTAKE, SW-509	6	EA	\$6,000.00	\$36,000
7.01	PAVING, MAINLINE, PCC, 9-INCH, WITH CURB AND GUTTER	5,304	SY	\$65.00	\$344,760
7.02	PCC SAMPLES AND TESTING	1.00	LS	\$2,916.67	\$2,917
7.03	PCC TRAIL, 5-INCH PCC	2,538	SY	\$50.00	\$126,900
7.04	DETECTABLE WARNING	40	SF	\$40.00	\$1,600
8.01	PAVEMENT MARKINGS AND SYMBOLS, TAPE	1	LS	\$5,000.00	\$5,000
8.02	TEMPORARY TRAFFIC CONTROL	1	LS	\$1,666.67	\$1,667
8.03	STREET SIGNAGE	1	LS	\$3,125.00	\$3,125
8.04	LIGHT POLE	8	EA	\$4,500.00	\$36,000
8.05	ELECTRICAL	1	LS	\$250,000.00	\$250,000
9.01	HYDRAULIC SEEDING, TYPE 1 SEEDING	2	AC	\$5,000.00	\$10,000
9.02	FILTER SOCK	1500	LF	\$3.00	\$4,500
9.03	INTAKE PROTECTION	16	LF	\$100.00	\$1,600
11.01	CONSTRUCTION SURVEY/STAKING	1	LS	\$5,000.00	\$2,500
11.02	PEDSTRIAN FACILITY CONSTRUCTION SURVEY/STAKING	1	LS	\$500.00	\$500
11.03	MOBILIZATION	1	LS	\$75,000.00	\$75,000
11.04	CONCRETE WASHOUT	1	LS	\$2,000.00	\$1,000
11.05	RELOCATION OF MAILBOX	2	EA	\$100.00	\$200
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>					<b>\$1,300,416.53</b>
5% CONSTRUCTION CONTINGENCY (minus line 8.05)					\$52,520.83
20% ENGINEERING AND CONSTRUCTION ADMINISTRATION					\$210,083.31
<b>TOTAL ESTIMATED S. RIVERSIDE DRIVE EXTENSION COST</b>					<b>\$1,563,020.67</b>

COLLABORATION PLACE EXTENSION					
ITEM NO.	DESCRIPTION	QUANTITY		UNIT COST	EXTENSION
2.01	TOPSOIL, 8" DEPTH	2,150	CY	\$8.00	\$17,200
2.02	EXCAVATION, CLASS 10	7,000	CY	\$8.00	\$56,000
2.03	SUBGRADE PREPERATION, 12-INCH	8,444.4	SY	\$3.00	\$25,333
2.04	MODIFIED SUBBASE, 6-INCH	8,444.4	SY	\$8.00	\$67,555
2.05	COMPACTION TESTING	1	LS	\$5,000.00	\$5,000
2.06	EXPLORATORY DIGGING	1	LS	\$3,125.00	\$3,125
3.01	TRENCH FOUNDATION	100	TON	\$25.00	\$2,500
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	100	CY	\$25.00	\$2,500
3.03	TRENCH COMPACATION TESTING	1	LS	\$3,684.21	\$3,684
4.01	STORM SEWER, TRENCHED, RCP, 24-INCH	305	LF	\$90.00	\$27,450
4.02	STORM SEWER, TRENCHED, RCP, 18-INCH	300	LF	\$80.00	\$24,000
4.03	STORM SEWER, TRENCHED, RCP, 15-INCH	401	LF	\$75.00	\$30,075
4.04	SUBDRAIN, LONGITUDINAL, PVC, 6-INCH	2,910	LF	\$10.00	\$29,100
4.05	PIPE APRON, RCP, 24-INCH DIAMETER	1	EA	\$1,500.00	\$1,500
4.06	PIPE APRON, RCP, 15-INCH DIAMETER	4	EA	\$1,100.00	\$4,400
4.07	FIELD TILE REPAIR, UNDER 12-INCH	100	LF	\$100.00	\$10,000
6.01	STORM INTAKE, SW-507	7	EA	\$5,000.00	\$35,000
6.02	STORM INTAKE, SW-509	7	EA	\$6,000.00	\$42,000
7.01	PAVING, MAINLINE, PCC, 9-INCH, WITH CURB AND GUTTER	7,039	SY	\$65.00	\$457,535
7.02	PCC SAMPLES AND TESTING	1	LS	\$2,083.33	\$2,083
8.01	PAVEMENT MARKINGS AND SYMBOLS, TAPE	1	LS	\$5,000.00	\$5,000
8.02	TEMPORARY TRAFFIC CONTROL	1	LS	\$8,333.33	\$8,333
8.03	STREET SIGNAGE	1	LS	\$1,875.00	\$1,875
8.04	LIGHT POLE	12.00	EA	\$4,500.00	\$54,000
8.05	ELECTRICAL	1.00	LS	\$150,000.00	\$150,000
9.01	HYDRAULIC SEEDING, TYPE 1 SEEDING	4	AC	\$5,000.00	\$20,000
9.02	FILTER SOCK	1800	LF	\$3.00	\$5,400
9.03	INTAKE PROTECTION	14	LF	\$100.00	\$1,400
11.01	CONSTRUCTION SURVEY/STAKING	1	LS	\$2,500.00	\$2,500

11.02	MOBILIZATION	1	LS	\$75,000.00	\$75,000
11.03	CONCRETE WASHOUT	1	LS	\$1,000.00	\$1,000
TOTAL ESTIMATED CONSTRUCTION COST					\$1,170,549.28
5% CONSTRUCTION CONTINGENCY (minus line 8.05)					\$51,027.46
20% ENGINEERING AND CONSTRUCTION ADMINISTRATION					\$204,109.86
<b>TOTAL ESTIMATED COLLABORATION PLACE EXTENSION COST</b>					<b>\$1,425,686.60</b>

<b>TOTAL S. RIVERSIDE DRIVE/COLLABORATION PLACE EXTENSION ESTIMATED CONSTRUCTION COSTS</b>	
S. RIVERSIDE DRIVE EXTENSION COST	\$1,563,020.67
COLLABORATION PLACE EXTENSION COST	\$1,425,686.60
<b>TOTAL ESTIMATED ISURP ROADWAY EXTENSION PROJECT COSTS</b>	<b>\$2,988,707.27</b>

## Project Summary

The ISURP “Public Utility Extension” and “Roadway Extension” projects are planned to be designed and constructed from August 2018 through November 2019 in two bid packages in order to accommodate a proposed Deere & Company Test Lab site located in the south west quadrant of the proposed S. Riverside Dr. and Collaboration Pl. intersection. The total estimated costs for these improvements are as follows:

<b>OVERALL ISURP PHASE IV IMPROVEMENTS PROJECT BUDGET BREAKDOWN</b>			
<b>COST CLASSIFICATION</b>	<b>ISURP 2018 PUBLIC UTILITY EXTENSION PROJECT COST</b>	<b>ISURP ROADWAY EXTENSION PROJECT COSTS</b>	<b>TOTAL</b>
ENGINEERING FEES	\$79,745.32	\$414,193.16	\$493,938.48
CONSTRUCTION	\$398,726.58	\$2,470,965.82	\$2,869,692.40
SUBTOTAL	\$478,471.90	\$2,885,158.98	\$3,363,630.88
CONTINGENCIES (5%)	\$19,936.33	\$103,548.29	\$123,484.62
<b>TOTAL PROJECT COSTS</b>	<b>\$498,408.23</b>	<b>\$2,988,707.27</b>	<b>\$3,487,115.50</b>



**AGREEMENT FOR PUBLIC IMPROVEMENTS  
AND OTHER WORK PERTAINING TO  
THE IOWA STATE UNIVERSITY RESEARCH PARK  
PHASE IV**

THIS CONTRACT AND AGREEMENT, made and entered into this \_\_\_ day of October, 2018, by and between IOWA STATE UNIVERSITY RESEARCH PARK (an Iowa non-profit corporation hereinafter called "Research Park") and THE CITY OF AMES, IOWA (hereinafter called the "City"); for a portion of the subdivision known as Iowa State University Research Park Phase III, Third Addition as defined in Exhibit A.

WITNESSETH:

WHEREAS, it is the intention and representation of the Research Park to undertake an expansion of the Iowa State University Research Park, heretofore known as Phase IV, at below market cost located in the City of Ames, Iowa; and,

WHEREAS, the Research Park desires that the City assist the aforesaid project by designing, constructing, financing, and facilitating certain public improvements and other work to serve Phase IV of the Iowa State University Research Park; and,

WHEREAS, the parties desire that the cost of constructing and financing the City's public improvements be funded by an increment in the property taxes based on the progress of the project as well as by funding from the Iowa Department of Transportation's Revitalize Iowa's Sound Economy (RISE) and United States Economic Development Administration (EDA) grants; and,

WHEREAS, it is found that the work and improvements related to Phase IV of the Iowa State University Research Park will serve the public purpose of economic development by encouraging private development that will increase permanent employment

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opportunities, add revenue support for government services, and expand the property tax base; and,

WHEREAS, in recognition of the significant infrastructure investment by the City of Ames, the Research Park agrees to establish commercial and industrial uses that pay property taxes and to control the cost of land; and

WHEREAS, the Research Park controls the land necessary to accomplish Phase IV expansion of the Iowa State University Research Park;

**NOW, THEREFORE**, in consideration of these premises and of the mutual promises hereinafter set out, the parties hereto do agree and covenant as follows:

## I PARTIES

- A. The Parties to this agreement are the City and the Research Park. No other parties shall be admitted to this agreement, nor shall there be any assignment of this agreement without the express written consent of the existing parties hereto.
- B. It is not the intention of the parties to this agreement that any new legal entity be created by virtue of this agreement, and the provisions of this agreement shall not be deemed to have created a partnership, thrust or other legal entity.

## II DURATION

This agreement shall endure and remain in effect until all parties agree in writing that its purpose has been fully and completely served, or mutually agree to terminate this agreement sooner for whatever reason and on whatever terms the parties may then agree to.

## III PURPOSE

- A. **In General.** The purpose of this agreement is to provide for a joint and cooperative effort by the parties hereto, in the prompt development of Phase IV of the Iowa State University Research Park, by performance of the respective tasks and duties stated in this agreement.
- B. **Research Park Development.** The Research Park, either directly or by means of agreements with other parties of its choice, shall construct and market facilities and sites on land shown on the Research Park Master Plan attached hereto as Exhibit B, and by this reference incorporated herein and made part hereof. Said Plan may be amended by written agreement of the parties hereto.

The Research Park covenants that all structures on and other improvements on land in Phase IV as generally described on the Research Park Master Plan shall be done in compliance with the ordinances, policies, and rules of the City of Ames, Iowa, and all said requirements for plans, permits, or approvals shall be adhered to by the Research Park.

The Research Park shall comply with all other federal, state, and local regulations applicable to the development of the said Phase IV of the Iowa State University Research Park. This obligation expressly includes compliance with the City's Zoning and Subdivision ordinances, and applies both to the initial uses and any future uses of land within Phase IV of the Research Park.

The making of agreements by the Research Park with developers of its choice shall not relieve the Research Park of the obligations, duties, and tasks stated in this agreement that are not expressly those of the City.

C. **Official Platting.** The Research Park shall prepare and submit for final City approval an official plat of subdivision lots.

D. **Design.** The Research Park will be responsible for the design of all infrastructure, site, and building improvements within the area reflected on the Research Park Master Plan, except for the design of the City public improvements specified in Section IV(A).

#### IV INFRASTRUCTURE

A. **City Public Improvements.** As generally shown on Exhibit C (Preliminary Engineering Report for South Riverside Drive and Collaboration Place Extension as prepared by CGA and signed July 13, 2018), the City shall be responsible for the design and installation for the following public improvements to complete Phase IV.

1. Water mains, sanitary sewers, and stormwater improvements funded by EDA and Tax Increment Financing (TIF).
2. Street improvements funded through the IDOT RISE and EDA grants, including street lighting, street related storm sewer facilities, bike lanes on Collaboration Place, and shared use trail on the west side of South Riverside Road.
3. Electric distribution facilities funded through EDA, TIF, and City of Ames Electric Fund.

B. **Research Park Obligations to Facilitate Public Improvements.**

1. The Research Park shall convey to the City, without cost, all land needed for public infrastructure improvements, including streets, sidewalks, utility easements, rights-of-way, and other public facilities as determined by the City's Public Works Director. The Research Park shall also convey to the City, without cost, any easements needed to

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facilitate construction of these street improvements and utilities prior to platting. These conveyances shall occur prior to the City awarding each contract for public improvements specified in this section.

2. The Research Park shall cooperate with the City to meet the requirements of the RISE and EDA grant programs which will include, but will not be limited to the following:

- a. Acquire all rights-of-way in accordance with 761 Iowa Administrative Code, Chapter IV and the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970;
- b. Obtain environmental concurrence from appropriate state and federal agencies before acquiring or conveying all rights-of-way; and
- c. Certify that any needed environmental permits have been received and all environmental regulations have been met prior to letting of EDA and RISE funded public improvements.

C. **Other Improvements**. The Research Park, or subsequent property owners of individual lots, shall be responsible for funding or otherwise procuring the design and installation of all other improvements necessary to complete Phase IV and in accordance with the Research Park Master Plan, which shall include, but not be limited to the following:

1. Storm water management and drainage facilities not funded by the EDA or RISE grants.
2. Open space and natural areas.
3. Natural gas distribution system to bring natural gas to each platted lot.
4. Construction of all streets, sidewalks, and walking/bike trails not funded by the RISE and EDA grants.
5. Signage.
6. Telecommunication facilities to serve each platted lot.
7. Electric, water, and sanitary sewer services to serve each platted lot.
8. Any additional water and sanitary sewer mains and electric distribution lines not included as part of Section IV(A).
9. Grading of the site.
10. Landscaping, including completion of all landscaping materials to be installed in the public right-of-way that are not funded by the RISE grant. Said landscaping shall be installed within two years of the final acceptance of the RISE funded project by the City.

V  
URBAN RENEWAL AREA AND TAX INCREMENT FINANCING

Phase IV is within a previously established Urban Renewal Area. In accordance with commitments made in this Agreement by property owners to pay property taxes, the City may make provisions to collect incremental property tax revenues generated from a Tax Increment Financing District which may be established within the Urban Renewal Area and may devote those tax revenues to pay principal of and interest on debt incurred by the City to finance the construction of the City Public Improvements as described in Section IV(A).

The City shall not be responsible for any other development costs associated with the development of the Phase IV of the proposed Iowa State University Research Park expansion.

VI  
ALLOCATION OF PROCEEDS FROM SALE OF LAND

The Research Park has the right to set the price charged for land in the Phase IV expansion. In recognition of the significant land value that the Research Park has assembled for this expansion, it is agreed that the Research Park shall be entitled to charge and retain the first \$72,000 per acre, or an equivalent lease rate, for lots shown in the Research Park Master Plan.

In recognition of the significant investment made by the City in public infrastructure to serve this expansion for lots shown in the Research Park Master Plan, it is further agreed that both parties will share equally in any proceeds of land sold at a price greater than \$72,000 per acre, or an equivalent per acre amount calculated as part of a lease agreement.

For land sales, the Research Park shall pay the City one half of this added increment after closing on any such land sale. For land lease agreements, the Research Park shall pay the City one half of the land cost greater than \$72,000 per acre that has been calculated in any such monthly lease rate. Payments under this lease obligation for each calendar year shall be accumulated and paid to the City by December 30 of each year.

In order to determine how each land lease rate compares to the aforementioned per acre land sale amount, the Research Park shall provide to the City each such lease agreement, along with the calculation for land cost included in such agreement. Such agreements and calculations shall be provided to the City upon signing of each lease agreement.

The funds received by the City in accordance with this section will be reserved by the City to be used as incentives to encourage existing businesses to expand or new

businesses to locate in the Iowa State University Research Park, or to be used to pay off the City's debt service obligation for improvements specified in Section IV(A).

## VII CONDITIONS PRECEDENT

The City shall not be under an obligation to award a contract related to any of the public improvements identified in Section IV(A) until after the City has received:

- A. A signed agreement between the City and the Iowa Department of Transportation for a RISE Grant to pay at least 50% of the total costs for all transportation related improvements specified in Section IV(A) with no job creation requirements, and
- B. A signed agreement between the City and the U.S. Economic Development Administration for a grant up to \$1,743,558 for the improvements specified in Section IV(A).
- C. A signed agreement between the City and Deere & Company for a minimum assessment of \$5,000,000 as of January 1, 2020 for Lot 1, Iowa State University Research Park Phase III, Third Addition. The parties agree that the Research Park will work with the Deere & Company to secure the agreement.

## VIII PROPERTY TAXES

It is expressly understood, covenanted, and agreed by the parties hereto that all of the land encompassed by the aforesaid Phase IV Research Park Master Plan and any and all improvements now or hereafter pertaining to said land, shall be subject to any and all taxes on real estate that normally would be generated as a commercial or industrial classified parcel, regardless of each parcel's actual classification or exempt status; and that the Research Park, its successor or assigns, shall not claim or apply for any exemption from or abatement of property taxes for said land or improvements. In the event that said property in the Iowa State University Research Park Phase IV, or any portion thereof except Lot 1 Iowa State University Research Park Phase III, Third Addition, becomes tax exempt or receives tax abatement, by legislation or other process, the Research Park, its successor or assigns, shall make payments to the City in lieu of taxes in such amounts as are equivalent to the tax receipts the City and other local taxing jurisdictions would have received had the property not become tax exempt or received an abatement. This obligation upon the Research Park applies regardless of ownership of the property subject to tax exemption or abatement.

All payments in lieu of taxes shall be due and payable in accordance with the statutory schedule for payment of property tax and any minimum assessment agreement then in effect.

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The Research Park agrees to allow and cooperate with the City Assessor as the City Assessor calculates the assessed value of any properties within Phase IV that may be tax-exempt.

The Research Park further agrees to include clauses in all ground leases and real property sales agreements which notify the lessees or buyers of the obligations under this subsection.

## IX MINIMUM ASSESSMENT

For all lots on which a building is constructed in the TIF district, the parties do hereby agree that the City Assessor shall establish an assessed value of at least \$500,000 per acre.

## X TIMELINE FOR CONSTRUCTING BUILDINGS

The parties agree that the purchasers of lots within Phase IV of the Iowa State University Research Park shall make improvements promptly and not hold the property in an undeveloped state or delay making improvements. Therefore, if the purchaser of any lot within Phase IV of the Iowa State University Research Park does not complete construction of all buildings within twenty-four (24) months of taking title to the land, then the Research Park shall make payments to the City in lieu of taxes in such amounts as are equivalent to the tax receipts the City and other local taxing jurisdictions would have received had the property been assessed at \$500,000 per acre.

## XI MISCELLANEOUS

A. Maintenance. The traveled portion of the City streets within the area reflected on Research Park Master Plan shall be maintained by the City. The Research Park shall maintain the landscaped area on both sides of those public roadways. In addition, all green space, storm water management areas, and trail system (off-street bike and pedestrian paths) within the area reflected on the Research Park Master Plan (Exhibit B) shall be maintained by the Research Park or its assigns.

B. Records. The parties hereto shall keep all contracts, change orders, invoices, payroll time sheets, memoranda, and other accounting documents needed to document and substantiate the actual cost of designing, constructing, and financing the said City public improvements specified in Section IV(A) for a period of at least five years following completion and acceptance of said improvements. Photocopies of all such documents shall be exchanged by the parties on request.

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C. Land Covenant. This contract and agreement, and all promises and covenants herein expressed, shall be a covenant running with the land described herein and be binding on the Research Park, its successors and assigns, and upon the Research Park's grantees of rights in said land, including tenants and mortgagees, except the land granted to the City for streets, utility easements, and other right-of-ways shall not be subject to said covenant.

D. Time of the Essence. It is agreed and understood by the parties to this agreement that time is of the essence in performance of any action provided in this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their authorized representatives as of the date first above written.

ISU RESEARCH PARK:

By: \_\_\_\_\_  
Steven Carter, President  
Iowa State University Research Park

CITY OF AMES:

By: \_\_\_\_\_  
John Haila, Mayor

ATTEST:

By: \_\_\_\_\_  
Diane Voss, City Clerk



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