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212 SE 16th Street, Ames, IA 50010
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GOV COVENANTS
Recording Fee: \$ 167.00
Stacie Herridge, Recorder, Story County Iowa



INSTRUMENT PREPARED BY:	Brian D. Torresi, 120 S 16 th St., Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 120 S 16 th St., Ames, IA 50010

**RESTRICTIVE COVENANTS AND REGULATIONS FOR
NORTH DAYTON INDUSTRIAL SUBDIVISION FIRST ADDITION,
AMES, STORY COUNTY, IOWA**

WHEREAS, the undersigned is the owner of Lots One (1) through Ten (10) (each, a "Lot") or collectively, the "Lots") contained in North Dayton Industrial Subdivision First Addition, Ames, Story County, Iowa (the "Subdivision"); and

WHEREAS, the Lots shall be developed as industrial lots; and

WHEREAS, all of the Lots will be developed and governed by and in accordance with these restrictive covenants and regulations; and

WHEREAS, for their own protection and for the benefit of subsequent owners of said Lots within said Subdivision, the said owner desires to restrict the use thereof in certain particulars;

NOW, THEREFORE, the parties hereto, in consideration of the covenants and agreements contained herein, by these presents, covenant, bargain and agree for themselves for their successors and assigns, as follows:

1. All owners of Lots shall be members of Dayton Avenue Development Property Owners Association, Inc. (the "Association"). The Association shall be governed by Bylaws and other organizational documents that set forth the duties and obligations of such owners with respect to the ownership of Lots within the Subdivision, and said Lot owners and the use of the Lots thereby shall at all times be subject to and comply with said Bylaws and other organizational documents of the Association as well as the terms and conditions of: (a) that certain Development Agreement for North Dayton Avenue Industrial Park filed in the office of the Recorder of Story County, Iowa, on October 14, 2022, as Instrument No. 2022-10047 (the "Development Agreement") (a true and accurate copy of the Development Agreement is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth), and (b) any and all additional agreements and instruments in any way related to the Subdivision such that restrictions, conditions, and/or other duties and obligations are imposed

on the Lots and/or the owners thereof.

2. All of these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon all parties hereto, their successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.

3. In case of violation of any of the covenants, any person then owning a Lot in said Subdivision is authorized to resort to an action of law or equity for relief, either by injunction or in damages, against the person so violating said covenants.

4. Invalidation of any of these covenants by judgment or court order shall in no way affect the validity of any of the other provisions, but they shall remain in full force and effect.

5. Except as expressly provided otherwise herein, this instrument may be amended upon the recording of a written instrument executed by the owners of at least eighty percent (80%) of the Lots within the Subdivision. Any amendment to this instrument must be filed for record in the office of the Recorder of Story County, Iowa. For the purposes of this Paragraph 5, each Lot shall be deemed to have one (1) owner, and each said owner shall be entitled to one (1) vote for each Lot owned.

DAYTON AVENUE DEVELOPMENT, LLC

By: 
Charles E. Winkleblack, Manager

By: 
Dean E. Hunziker, Manager

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this 15th day of February, 2023, by Charles E. Winkleblack and Dean E. Hunziker, as Managers of Dayton Avenue Development, LLC.





Notary Public in and for the State of Iowa
My commission expires 3/11/24

EXHIBIT A
DEVELOPMENT AGREEMENT

Page 3



SPACE ABOVE RESERVED FOR OFFICIAL USE

(env) Return document to: City Clerk, 515 Clark Avenue, Ames IA 50010

Document prepared by: Mark O. Lambert, City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010 – 515-239-5146

DEVELOPMENT AGREEMENT FOR NORTH DAYTON AVENUE INDUSTRIAL PARK

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 11 day of October, 2022, by and between the CITY OF AMES, IOWA (hereinafter the "City") and DAYTON AVENUE DEVELOPMENT, LLC (hereinafter the "Developer") (the City, Developer, or the titleholders of the Lots (as that term is defined herein) are sometimes collectively referred to herein as the "Parties").

WHEREAS, the Developer responded to a Request for Proposal to develop a small lot industrial subdivision to further economic development goals of the City; and,

WHEREAS, Developer's proposal for the development of the real property (hereinafter the "Property") locally known as 2105 & 2421 Dayton Avenue, Ames, Iowa (Parcels No. 05-36-200-405 & 05-36-200-210) and legally described as:

The Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-six (36); the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), of Section Thirty-six (36) **except** the North 1 rod and **except** A part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 36-T84-R24W of the 5th P.M., Story County, Iowa, described as follows: Beginning at a point on the east line, 16.5 feet south of the NE Corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence N88°41'W 925.0 feet, parallel and 16.5 feet distant from the north line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, thence South 275.0 feet, thence S88°41'E 925.0 feet to the east line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence North 275.0 feet to the point of beginning,

include the improvement and subdivision of approximately 73 acres of land and the construction of speculative buildings (hereinafter the "**Project**"); and,

WHEREAS, the Developer desires that the City facilitate the Project with certain tax increment financing incentives for the construction of the public improvements to serve the Project; and,

WHEREAS, the City has a policy of encouraging projects of economic development that have the potential for providing substantial increases in permanent employment opportunities, added revenue support for government services, and expansion of the property tax base.

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

I. CONDITIONS PRECEDENT

I. STATEMENT OF CONDITIONS PRECEDENT. Notwithstanding anything to the contrary contained in this Agreement, City and Developer acknowledge and agree that the effectiveness of this Agreement shall be subject to the following conditions precedent:

- a. Developer must prepare plans for the subdivision of the Property and submit a complete application for a Final Plat (Major Subdivision) approval consistent with Chapter 354 of the Iowa Code and the Ames Municipal Code no later than June 30, 2023; and
- b. The Ames City Council (the "Council"), within its complete and sole discretion, designating the Property as being part of and/or within an Urban Renewal Area (as that term is defined in Iowa Code § 403.17(23)) and creating a related Urban Renewal Plan (as that term is defined in Iowa Code § 403.17(24)) that includes tax increment financing no later than February 1, 2023.

If either one of the above stated conditions precedent are not satisfied by the respective dates set forth herein, this Agreement shall be null and void and of no further force or effect.

II. DEVELOPER OBLIGATIONS

1. DESIGN & CONSTRUCTION. The Developer shall be responsible for the design of the Project, including the design and construction of the Public improvements necessary to serve the Project and/or the Property, all according to City specifications.

2. PLATTING. Preparation and submission to the City of all documents and drawings required to create a final plat of subdivision of the Property (as depicted on the preliminary plat attached hereto as Exhibit A) (the "**Subdivision**") in accordance with applicable laws and ordinances shall be the responsibility of the Developer. Additionally, the following conditions shall apply to the Subdivision:

a. The Subdivision shall substantially conform to Exhibit A, and at a minimum, consist of five (5) lots equal to or less than three (3) acres in size (each, a "**Small Lot**" and, collectively, the "**Small Lots**"), and five (5) lots less than eleven (11) acres in size but greater than three (3) acres in size (each, a "**Large Lot**" and, collectively, the "**Large Lots**") (the Small Lots and the Large Lots are hereinafter collectively referred to as the "**Lots**" or, individually, a "**Lot**").

b. Subject to the requirements set forth herein, Developer shall not be eligible for a TIF Rebate Payment (as that term is defined herein) until such time as the Property is fully subdivided and the Public improvements are accepted by the Ames Public Works Director.

c. Developer shall dedicate all rights-of-way and easements required by the City for the development of the Property to the City and at no cost to the City.

3. **FIRST SPECULATIVE BUILDING.** The Developer shall complete the construction of a building (the "**First Speculative Building**") to a "shell condition" on a Small Lot within the Subdivision in accordance with the regulations of the City, not later than November 30, 2023.

4. **VALUE AND SIZE, FIRST SPECULATIVE BUILDING.** The First Speculative Building in a "shell condition" shall have an assessed taxable value, exclusive of land, of not less than \$500,000 (the "**Minimum Speculative Building Assessment**"); and shall have not less than 10,000 total square feet of floor area (the "**Minimum Speculative Building Area**") (the Minimum Speculative Building Assessment and the Minimum Speculative Building Area are hereinafter collectively referred to as the "**Minimum Speculative Building Standards**").

5. **SUBSEQUENT SPECULATIVE BUILDINGS.** Not later than eighteen (18) months after the construction and occupancy of the First Speculative Building, or not later than eighteen (18) months after the First Speculative Building is "no longer speculative in nature", whichever occurs first, the Developer shall complete the construction of a second building (the "**Second Speculative Building**") to a "shell condition" on a Small Lot and in compliance with the Minimum Speculative Building Standards.

Thereafter, not later than eighteen (18) months after the construction and occupancy of the Second Speculative Building or a Subsequent Speculative Building (as that term is defined herein), as the case may be, or not later than eighteen (18) months after the Second Speculative Building or a Subsequent Speculative Building, as the case may be, is no longer speculative in nature, whichever occurs first, the next Subsequent Speculative Building shall be constructed to a "shell condition" on a Small Lot and in compliance with the Minimum Speculative Building Standards.

a. The construction of all Subsequent Speculative Buildings shall follow the eighteen (18) month schedule described in this Section II(5) until such time as all of the Small Lots contain a building that is no longer speculative in nature or are owned by a Bona Fide Third-Party (as that term is defined herein).

b. A Small Lot acquired by a Bona Fide third-party is exempt from the construction schedule and the Minimum Speculative Building Standards set forth herein. A "Bona Fide

Third-Party” is a person or entity which is completely independent from the Developer and each member thereof in reference to ownership, membership, partnership, management or control, and/or any combination thereof. The City shall be entitled to documentation, upon its request, to verify the legal status and ownership of any party claiming to be exempt as a Bona Fide Third-Party.

6. **SUBSEQUENT SPECULATIVE BUILDING.** Notwithstanding anything in this Agreement to the contrary, for purposes of this Agreement, the term “**Subsequent Speculative Building**” shall mean a building, whether completed or under construction, which the Developer has constructed or is constructing and which the Developer has made open and available for sale or lease and actively marketed for such purposes. The terms First Speculative Building, Second Speculative Building, and Subsequent Speculative Building are hereinafter collectively referred to as the “**Speculative Buildings**” or, individually, as a “**Speculative Building**”). Furthermore, the phrase “no longer speculative in nature” shall mean that a Speculative Building, whether completed or under construction, is no longer open and available for sale or lease or is not actively marketed for such purposes.

7. **LAND PRICE CEILING.** The Developer, or the Developer’s successors and assigns, may not transfer any of the Lots, or any portion of a Lot within the Subdivision, for a price greater than the price per acre of \$108,900, plus an increase of five percent (5%) per acre (\$5,445), and per year, on July 1 of each year beginning July 1, 2024 (the “**Price Ceiling**”). It is the understanding of the Parties that when title to a Lot is in the name of a Bona Fide Third-Party (a “**Third Party Lot**”), the Developer shall not be liable, in any way, for any sale of a Third-Party Lot at a price more than the Price Ceiling.

8. **TAX ABATEMENT.** The Developer, and any Lot owner of record, as the case may be, shall not apply for the industrial property tax exemption provided by Ames Municipal Code Sections 24.8 to 24.13 pursuant to Chapter 427B of the Code of Iowa, or for any other tax exemption that may be or become available to the Developer or Lot owner of record, except as follows:

a. The Developer, and any Lot owner of record, may apply for the industrial property tax exemption on any Lot equal to or greater than five (5) acres in size.

9. **AGRICULTURAL CLASSIFICATION.** In order to minimize speculative land holdings and spur immediate economic development activities, the Developer, and the Developer’s successors and assigns, shall not seek an agricultural tax classification for any Lots except for those Lots equal to or greater than five (5) acres in size; however, the right to seek an agricultural tax classification shall be personal to the Developer and not the successors and assigns of the Developer.

10. **USE RESTRICTIONS.** Developer, and the Developer’s successors and assigns, agree to prohibit the development of principal uses involving outdoor storage, mini-storage, dead storage, salvage, and commercial parking on any Lot within the Subdivision.

11. **MINIMUM ASSESSMENT.** Developer agrees to enter into a “Minimum Assessment Agreement” with the City and City Assessor for all Lots that are not Small Lots that authorizes the City Assessor to establish an assessment on buildings that are constructed on said Lots at a taxable value of, at least, \$350,000 per acre of the Lot. This minimum assessment requirement will

terminate once the Developer Rebate Schedule (as that term is defined herein) ends. Additionally, the Developer agrees to file individual assessment agreements for building improvements with the Story County Assessor. Each Minimum Assessment Agreement and other individual assessment agreement must be recorded in the office of the Story County Recorder prior to the approval of any site development plan by the City with respect to any applicable Lot.

12. BUILDING QUALITY. In order to assure that the buildings constructed on the Lots are of a superior quality, the Developer agrees to the design guidelines attached hereto as Exhibit B and by this reference incorporated herein.

13. TIMELINE FOR CONSTRUCTING BUILDINGS. The intent of the Project is for purchasers of the Lots to make improvements promptly and not to hold any of the Lots in an undeveloped state or to delay making improvements. Therefore, the purchaser of any Lot shall complete construction of all building improvements within eighteen (18) months of taking title to a Lot. If the construction of all building improvements does not begin within one (1) year of taking title to the Lot, then the purchasers shall make the Lot available for sale to any willing buyer, including the Developer, in accordance with the Price Ceiling.

14. PENALTIES FOR FAILURE TO CONSTRUCT. Failure of the Developer to construct a required Speculative Building according to the agreed upon timeline in this Agreement shall result in a penalty of \$15,000 for the first building delay and an additional \$15,000 penalty for every twelve (12) months thereafter with respect to said first building delay. If additional Speculative Buildings fail to meet the timelines set forth in this Agreement, Developer shall be subject to a penalty of \$20,000 for each additional building delay and an additional \$20,000 penalty for every twelve (12) months thereafter with respect to each applicable building delay. Developer shall pay said penalty to the City within thirty (30) days of receipt thereby of a notice of violation of this Section II(14). A failure to timely pay a penalty imposed on a Lot shall constitute a lien against every unimproved Lot owned by the Developer within the Subdivision.

15. PAYMENTS IN LIEU OF TAXES. With respect to any Lot that may be exempt from property taxes or may from time-to-time become exempt from property taxes pursuant to Section 427.1 of the Code of Iowa (or any other provision of the laws of the State of Iowa), the Developer, or the Lot owner of record, as the case may be, shall make to the City for its own purposes an annual payment in lieu of property taxes, on the dates when property taxes are due, in such amount as shall then be equal to the amount that would have been payable as property taxes if the Lot, with or without improvements, was not exempt as aforesaid. This obligation to make payments in lieu of taxes shall terminate once the Developer Rebate Schedule ends.

16. DEVELOPMENT OF LOTS. The Developer agrees and acknowledges that the City will not approve a site development plan for any Lot that does not propose to construct a building in accordance with the terms of this Agreement.

17. HIGH-SPEED INTERNET. The installation of high-speed internet infrastructure (download rates exceeding 100 mbps and upload speeds exceeding 20 mbps) (the "Internet Infrastructure") is required as part of the development of the Subdivision and shall be at the sole responsibility and

expense of the Developer. Proof of the installation of the Internet Infrastructure shall be provided prior to the City authorization of the first TIF Rebate Payment.

18. WITHHOLDING OF PERMITS FOR NON-COMPLIANCE. Developer agrees that the City may withhold future City approvals or permits related to any Lot within the Subdivision that does not comply with terms of this Agreement or the covenants and use restrictions set forth herein. The City will not withhold future approvals or permits for other Lots within the Subdivision that are not the subject of a determination of noncompliance.

III. CITY'S OBLIGATIONS

1. URBAN RENEWAL AREA & TIF DISTRICT. The City will institute proceedings for the establishment of the North Dayton Urban Renewal Area (the "**North Dayton URA**") and related Tax Increment Finance District (the "**TIF District**") coterminous with the boundaries of the Project, pursuant to Chapter 403 of the Code of Iowa, concurrent with the consideration of the Subdivision. The Developer acknowledges that this Agreement is contingent upon Council consideration and approval of the North Dayton URA and TIF District and that the Council may not, in its sole discretion, approve the North Dayton URA and TIF District.

2. TIF PROCEEDS. In recognition of the Developer's obligations set forth herein, the City agrees to make developer rebate payments (each a "**TIF Rebate Payment**" and, collectively, the "**TIF Rebate Payments**") as an economic development incentive for the development of the Project from incremental property taxes generated within the North Dayton URA. The Developer shall receive a TIF Rebate Payment in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 203 of the Code of Iowa, provided, however, that the aggregate total amount of all TIF Rebate Payments shall not exceed, \$2,968,264.00, and all TIF Rebate Payments shall be subject to annual appropriation by the Council.

3. TIF REBATE PAYMENTS. TIF Rebate Payments will be made on December 1 and June 1 of each fiscal year, beginning in the first fiscal year for which the City receives incremental property tax revenues with respect to an increase in the taxable valuation of the Property over the valuation shown on the tax rolls as of January 1, 2023, and continuing until December 1, 2035, or until such earlier date upon which total payments equal to \$2,968,264.00 have been made (the "**Developer Rebate Schedule**"). The payments shall not constitute general obligation debt of the City but shall be made solely and only from incremental property tax revenues paid that are attributable to the Property and other real properties within the North Dayton URA that are received by the City from the Story County Treasurer. For example, if an increase in taxable valuation of the Property is placed on the Story County tax rolls as of January 1, 2024, the first payment will be made on December 1, 2025.

4. SUBSTANTIATION REQUIRED FOR DEVELOPER REBATE PAYMENTS. Notwithstanding anything to the contrary, the total of all TIF Rebate Payments to be made by the City, as contemplated by Section III(3) herein, shall not exceed actual expenses incurred by the Developer, including its successors and assigns, with respect to the Project under any circumstances. Developer shall provide the City with invoices, receipts, and other substantiation to prove Developer's actual costs as may be requested by the City. Eligible expenses for TIF Rebate Payments shall be

limited to the following public infrastructure items: water main, sanitary sewer, storm sewer, street paving, sidewalks and shared use paths, and electrical conduits, as shown in Exhibit C. If the actual total of Developer's eligible expenditures is lower than the \$2,968,264.00 as set forth in Exhibit C attached hereto, the City shall not be obligated to provide TIF Rebate Payments in excess of the actual, eligible expenses.

5. ANNUAL APPROPRIATION. Each TIF Rebate Payment shall be subject to annual appropriation by Council prior to its statutory deadline of certifying debt (i.e., December 1st of each year) during the term of this Agreement. The Council shall consider the question of obligating for appropriation to the funding of the TIF Rebate Payments due in the next succeeding fiscal year, an amount of incremental property tax revenues to be collected in such following fiscal year equal to the City's estimate of the amount of incremental property tax revenues that could be collected in such year. Each such estimate shall be based on then current consolidated property tax levy and most recent incremental valuation of the Property.

To the extent that the Council decides to obligate funds for appropriation to the TIF Rebate Payments, the City agrees to certify to the Story County Auditor by December 1 of each year during the term of this Agreement an amount equal to the most recently determined appropriated amount.

6. PROJECT APPROVALS. The City agrees to not unreasonably withhold or delay approval of the final plat of the Subdivision or subsequent minor site development plans except as outlined in this Agreement and, for consistency, with applicable criteria of the Ames Municipal Code.

IV. ADMINISTRATIVE PROVISIONS

1. This Agreement may not be amended or assigned by either of the Parties without the express permission of the other party. However, the City hereby consents to Developer's proposed written assignment of TIF Rebate Payments to a lender, as security, without further action on the part of the City.

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

3. This Agreement, and all promises and covenants herein expressed, shall be a covenant running with the Property, and shall be binding on the Developer, its successors and assigns, and upon the grantees of the Developer's rights in said Property, including mortgagees.

4. This Agreement, and all Exhibits hereto, shall constitute a covenant and run with the land and shall be binding upon the Developer, its successors and assigns. Covenants herein may be extended by an interested party, the owner of any Lot, or by the City, for an additional period of twenty-one (21) years by filing a verified claim, in the manner provided by the Code of Iowa.

5. This Agreement shall be deemed to be a contract under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with the laws of the State of Iowa.

6. The Parties acknowledge and agree that this Agreement is being executed without review or approval of specific engineered construction plans or site development plans for development of the Property. The Parties acknowledge and agree that it is not possible to anticipate all the infrastructure requirements the Developer may be required to complete to properly develop the Property. Therefore, the Parties agree that all work done by or on behalf of the Developer with respect to, but not limited to, public streets, sidewalks, bike paths, building design, construction and utilities, both on-site and off-site, shall be made in compliance with the Iowa Code, SUDAS, and all other federal, state, and local laws and policies of general application, including but not limited to subdivision and zoning codes, whether or not such requirements are specifically stated in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their authorized representatives as of the date first above written.

DAYTON AVENUE DEVELOPMENT LLC


Dated October 11th, 2022.

By: 
Charles E. Winkleblack, Manager

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on October 11th, 2022, by Charles E. Winkleblack, as Manager of Dayton Avenue Development LLC.




NOTARY PUBLIC

Passed and approved on October 11, _____, 2022, by Resolution No. 22- 546 adopted by the City Council of the City of Ames, Iowa.



CITY OF AMES, IOWA

By: John A. Haila

John A. Haila, Mayor

Attest: Renee Hall

Renee Hall, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on October 11, 2022, by John A. Haila and Renee Hall, as Mayor and City Clerk, respectively, of the City of Ames, Iowa.

Carly M. Watson
NOTARY PUBLIC



Exhibit A
Preliminary Plat



HUNZIKER DEVELOPMENT

PRELIMINARY PLAT FOR

NORTH DAYTON INDUSTRIAL PARK

OCTOBER, 2022

GOVERNING SPECIFICATIONS
 THE 2022 EDITION OF THE IOWA STATEWORK VEHICLE SPECIFICATIONS FOR PUBLIC WORKS AND UTILITIES SHALL GOVERN. THE CITY OF AMES SUPPLEMENTAL SPECIFICATIONS SHALL GOVERN.
 IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND AIRPORT CONSTRUCTION, SERIES 2015 AND ALL CURRENT CENTRAL SUPPLEMENTAL SPECIFICATIONS AND MATERIALS INSTRUCTIONAL MEMORANDA SHALL GOVERN AS REFERENCED.
 MAINTENANCE AS SUPPORTED BY IOWA DEPARTMENT OF TRANSPORTATION

LEGAL DESCRIPTION

THE SOUTHWEST QUARTER (S/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION THIRTY SIX (36),
 AND
 THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION THIRTY SEVEN (37),
 EXCEPT, THE NORTH 1/200, AND EXCEPT
 A PART OF THE NE 1/4 OF THE NE 1/4 OF SEC. 36, TOWNSHIP OF THE 5TH 4 N., RANGE COUNTY IOWA, DESCRIBED AS FOLLOWS, BEGINNING AT A POINT ON THE EASTLINE, 18.5 FEET SOUTH OF THE CORNER OF SAID NE 1/4 OF THE NE 1/4, THENCE N86°15'W, 215.0 FEET, MAJELLIE, AND THE 1/2 CORNER NEAR THE NORTH LINE OF SAID NE 1/4 OF THE NE 1/4, THENCE SOUTH 27° 0' NORTH, 172.0 FEET TO THE POINT OF BEGINNING.

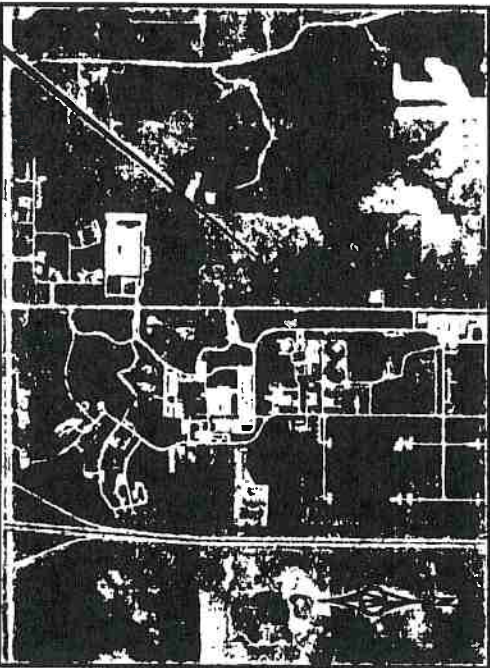


NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAT IS FOR INFORMATION ONLY. CONTRACTORS SHALL VERIFY EXACT LOCATION PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW AND IOWA ONE CALL, 1-800-292-3999.
 THE SUBGRADE UTILITY INFORMATION IN THIS PLAT IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS QUALITY LEVEL INDICATES THE UTILITY IS LOCATED WITHIN A TOLERANCE OF 18 INCHES FOR THE COLLECTION AND IDENTIFICATION OF EXISTING SUBGRADE UTILITY DATA.

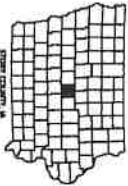
UTILITY CONTACTS

CITY OF AMES, UTILITY MAINTENANCE - 809 MCCOMMILLE, 516-294-4110
 CENTURY LINK - 5400 N. HALL, 516-247-0147
 IOWA AND IOWA POWER COOPERATIVE - SERVICE RESERVE, 515-288-4111
 CITY OF AMES ELECTRIC, MAIN CAMPUS, 516-294-4110

NAME	STATIONING	DATE



Map of the CITY OF AMES, IOWA COUNTY, IA



SHEET NUMBER	SHEET TITLE
PP 01	THIS SHEET
PP 02	GENERAL NOTES & SHEET INDEX
PP 03	OVERALL LAYOUT & SHEET INDEX
PP 04 - PP 07	EXISTING CONDITIONS
PP 08 - PP 11	PROPOSED CONDITIONS
PP 12 - PP 15	STREET TIE & LANDSCAPING PLAN
PP 16	5175 EDITION

INITIAL SUBMITTAL DATE
 7/11/2022

ZONING
 EXISTING: AGRICULTURAL (A-1)
 PROPOSED: GENERAL INDUSTRIAL (GI)
 OWNER
 HUNZIKER DEVELOPMENT
 105 S. 16TH ST.
 AMES, IA 50010
 PREPARED BY
 BOLTON AND MIENK
 1519 BALTIMORE DRIVE
 AMES, IA 50010



PRELIMINARY
 HUNZIKER DEVELOPMENT
 21876 BALTIMORE DRIVE
 AMES, IA 50010
 PREPARED BY
 BOLTON AND MIENK
 1519 BALTIMORE DRIVE
 AMES, IA 50010
 DATE
 OCTOBER 11, 2022
 ALL SHEETS



3319 BALTIMORE DRIVE
 AMES, IA 50010
 515-294-4110
 www.boltonandmienk.com

DATE	BY	REVISION

HUNZIKER DEVELOPMENT
 21876 BALTIMORE DRIVE
 AMES, IA 50010
 TITLE SHEET

ALIGNMENT DATA

BAILEY AVE												
STATION	START STATION	END STATION	LENGTH	DELT	ALSOID	CURVE	START E	START F	END E	END F	LINE / CORNER DIRECTION	BEAR / DIST
11	60+00	40+18.34	576.13				704.0000 51	124.8000 30	704.0000 30	124.8000 30		90° 27' 24" W
12	40+18.34	47+13.34	137.00				704.0000 30	124.8000 30	704.0000 30	124.8000 30		90° 27' 24" W
13	47+13.34	60+17.88	134.54				704.0000 30	124.8000 30	704.0000 30	124.8000 30		90° 27' 24" W
14	60+17.88	61+40.71	102.83				704.0000 30	124.8000 30	704.0000 30	124.8000 30		90° 27' 24" W
15	61+40.71	62+40.71	100.00				704.0000 30	124.8000 30	704.0000 30	124.8000 30		90° 27' 24" W
16	62+40.71	63+40.71	100.00				704.0000 30	124.8000 30	704.0000 30	124.8000 30		90° 27' 24" W
17	63+40.71	64+40.71	100.00				704.0000 30	124.8000 30	704.0000 30	124.8000 30		90° 27' 24" W
18	64+40.71	65+40.71	100.00				704.0000 30	124.8000 30	704.0000 30	124.8000 30		90° 27' 24" W
19	65+40.71	66+40.71	100.00				704.0000 30	124.8000 30	704.0000 30	124.8000 30		90° 27' 24" W
20	66+40.71	67+40.71	100.00				704.0000 30	124.8000 30	704.0000 30	124.8000 30		90° 27' 24" W
21	67+40.71	68+40.71	100.00				704.0000 30	124.8000 30	704.0000 30	124.8000 30		90° 27' 24" W
22	68+40.71	69+40.71	100.00				704.0000 30	124.8000 30	704.0000 30	124.8000 30		90° 27' 24" W
23	69+40.71	70+40.71	100.00				704.0000 30	124.8000 30	704.0000 30	124.8000 30		90° 27' 24" W

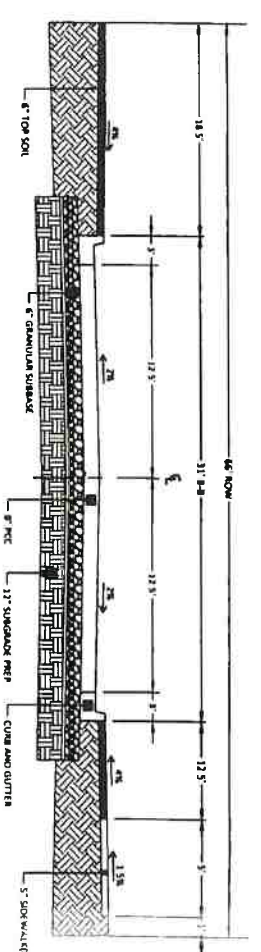
LOT DATA

PARCELS	AREA (SQ)		TOTAL AREA (ACRES)	
	AREA (SQ)	AREA (AC)	TOTAL AREA (ACRES)	OPEN SPACE
1	21803.64	5.21	77.99	17.5
2	48303.27	1.10	17.5	28%
3	48313.27	1.10		
4	47373.99	1.07		
5	48023.28	1.09		
6	48023.28	1.09		
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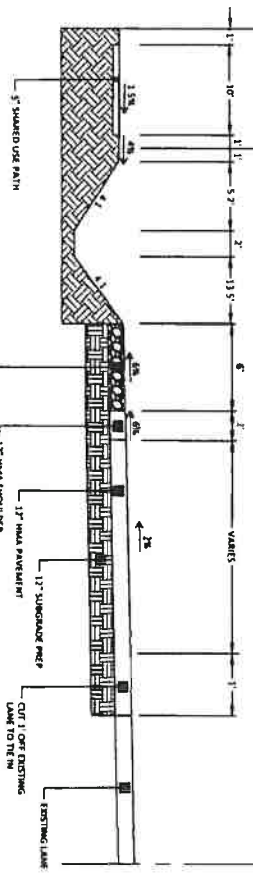
GENERAL NOTES

- ALL PARCELS WITHIN THE LOT DATA SHALL BE LOCATED WITHIN THE CITY OF DAYTON'S EXISTING ZONING OR LOCATED WITHIN UNZONED CORRIDORS MEASURED FOR BY THE CITY OF DAYTON.
- ALL PARCELS WITHIN THE LOT DATA SHALL BE MEASURED ALONG THE NORTH AND EAST SIDES OF ALL STREETS.
- ALL CORNER POINTS SHALL BE MEASURED TO THE CENTER OF THE CORNER OF THE STREET OR THE CENTER OF THE CORNER OF THE STREET OR THE CENTER OF THE CORNER OF THE STREET.
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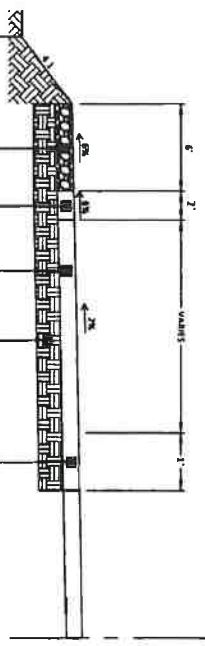
TYPICAL SECTIONS



EASEMENT ROW



DAYTON AVE WIDENING NOT TO SCALE



DAYTON AVE OFFSITE WIDENING NOT TO SCALE

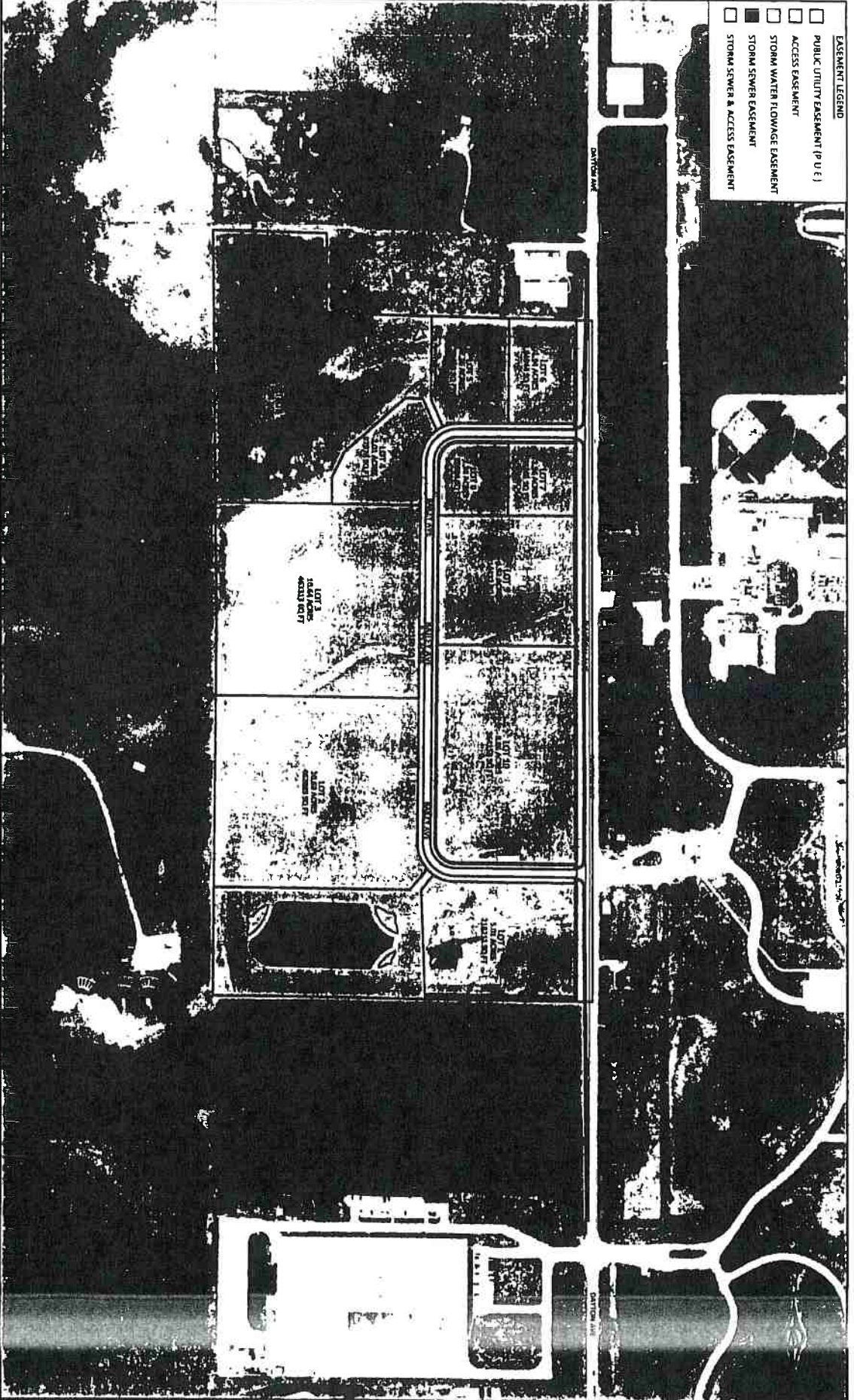


1215 BALDWIN DRIVE
DAYTON, OH 45424
Tel: 513.233.1111
Fax: 513.233.1112
www.boltonandmenk.com

NO.	DATE	DESCRIPTION
1	08/11/2011	ISSUED FOR PERMIT
2	08/11/2011	REVISED PER PERMIT COMMENTS
3	08/11/2011	REVISED PER PERMIT COMMENTS
4	08/11/2011	REVISED PER PERMIT COMMENTS
5	08/11/2011	REVISED PER PERMIT COMMENTS
6	08/11/2011	REVISED PER PERMIT COMMENTS
7	08/11/2011	REVISED PER PERMIT COMMENTS
8	08/11/2011	REVISED PER PERMIT COMMENTS
9	08/11/2011	REVISED PER PERMIT COMMENTS
10	08/11/2011	REVISED PER PERMIT COMMENTS

HUNZIKER DEVELOPMENT
2105 DAYTON AVE
GENERAL NOTES AND TYPICAL SECTIONS

- EASEMENT LEGEND**
- PUBLIC UTILITY EASEMENT (P U E)
 - ACCESS EASEMENT
 - STORM WATER FLOWAGE EASEMENT
 - STORM SEWER EASEMENT
 - STORM SEWER & ACCESS EASEMENT



BOLTON & MENK
 1114 BALTIMORE DRIVE
 SUITE 200
 FARMINGTON, CT 06030
 TEL: 860.634.1111
 FAX: 860.634.1112
 WWW.BOLTONANDMENK.COM

NO.	DATE	DESCRIPTION
1	06/17/2017	ISSUED FOR PERMIT
2		
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HUNZIKER DEVELOPMENT
 2105 DAYTON AVE
 OVERALL LAYOUT



BOLTON & MENK

1319 Oak Village Lane
Dayton, OH 45424-1100
Phone: 937.233.6800
Fax: 937.233.6801
www.boltonmenk.com

NO.	DATE	DESCRIPTION
1	11/11/12	ISSUED FOR PERMITS

HUIZKER DEVELOPMENT
2105 DAYTON AVE
EXISTING CONDITIONS

SHEET
PP.04

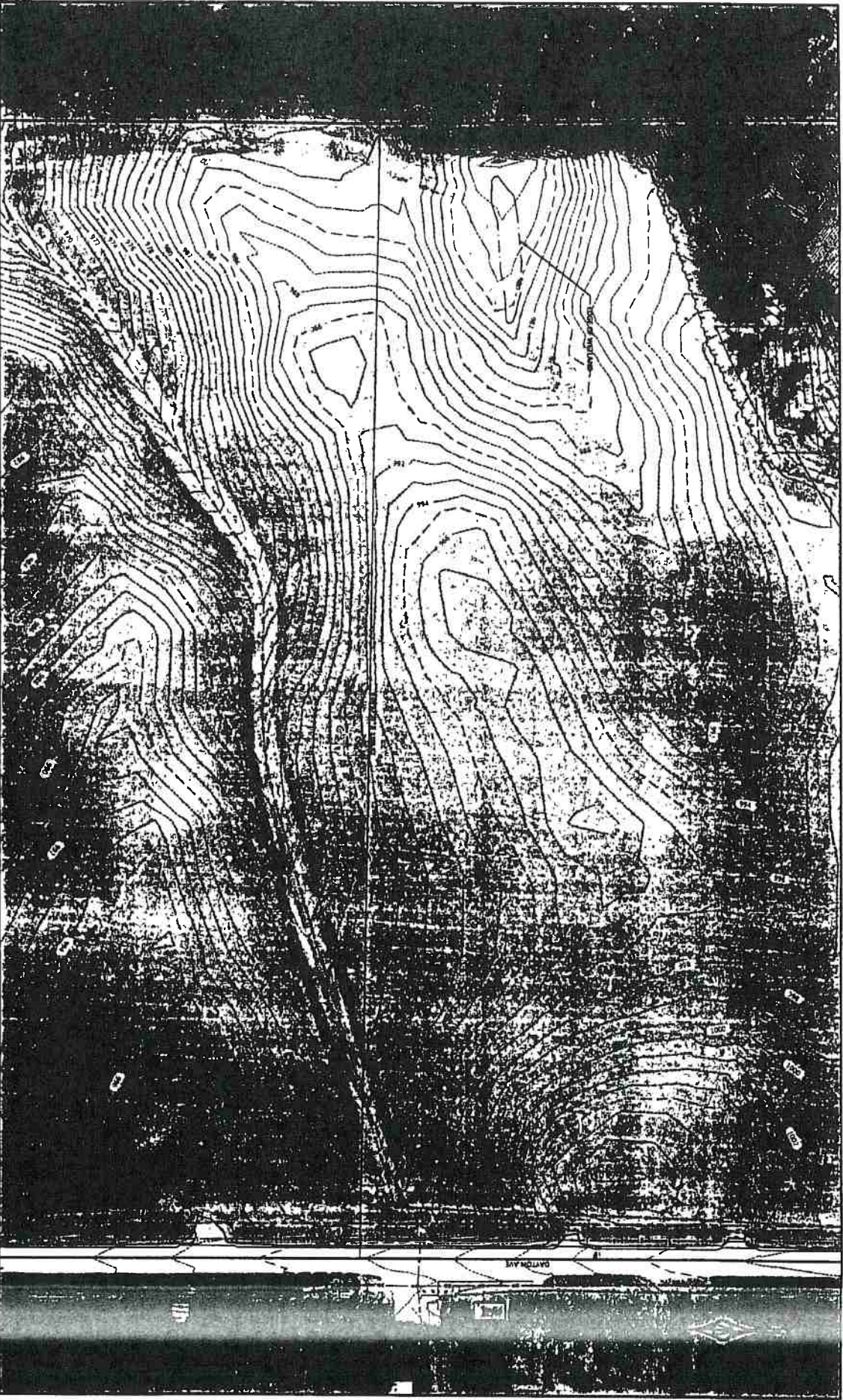




3218 BELTFRONT DRIVE
PHOENIX, AZ 85018
TEL: 602.998.1111

NO.	DATE	DESCRIPTION
1	01/12/12	EXISTING CONDITIONS

HUNZIGER DEVELOPMENT
2105 DANTON AVE
EXISTING CONDITIONS





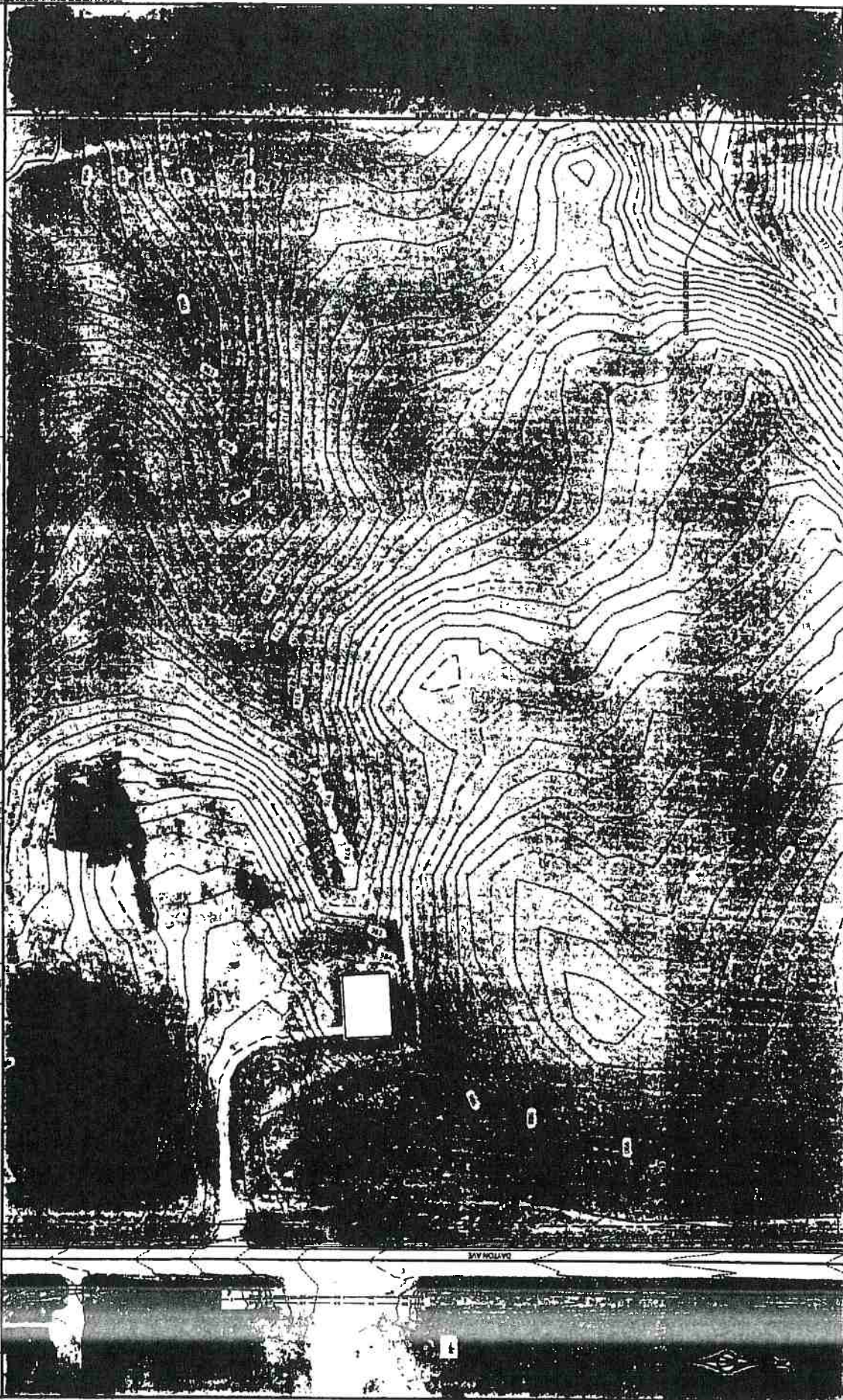
**BOLTON
& MENK**

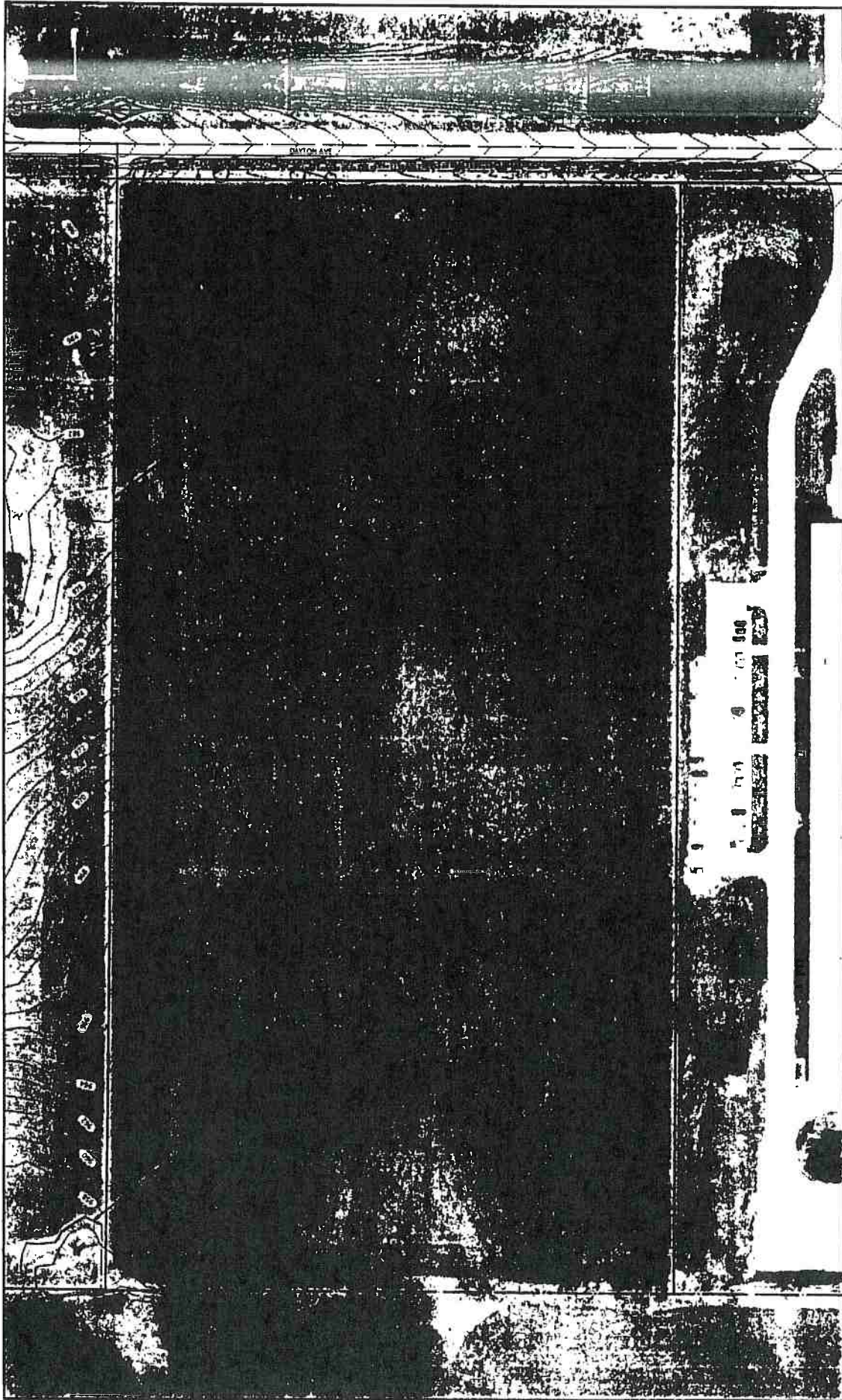
1310 East Lincoln Drive
Cincinnati, Ohio 45215
Phone: 513.733.4100
Fax: 513.733.4101
www.boltonmenk.com

DATE	BY	REVISION

HUNZIKER DEVELOPMENT
2195 DAYTON AVE
EXISTING CONDITIONS

PP. 06

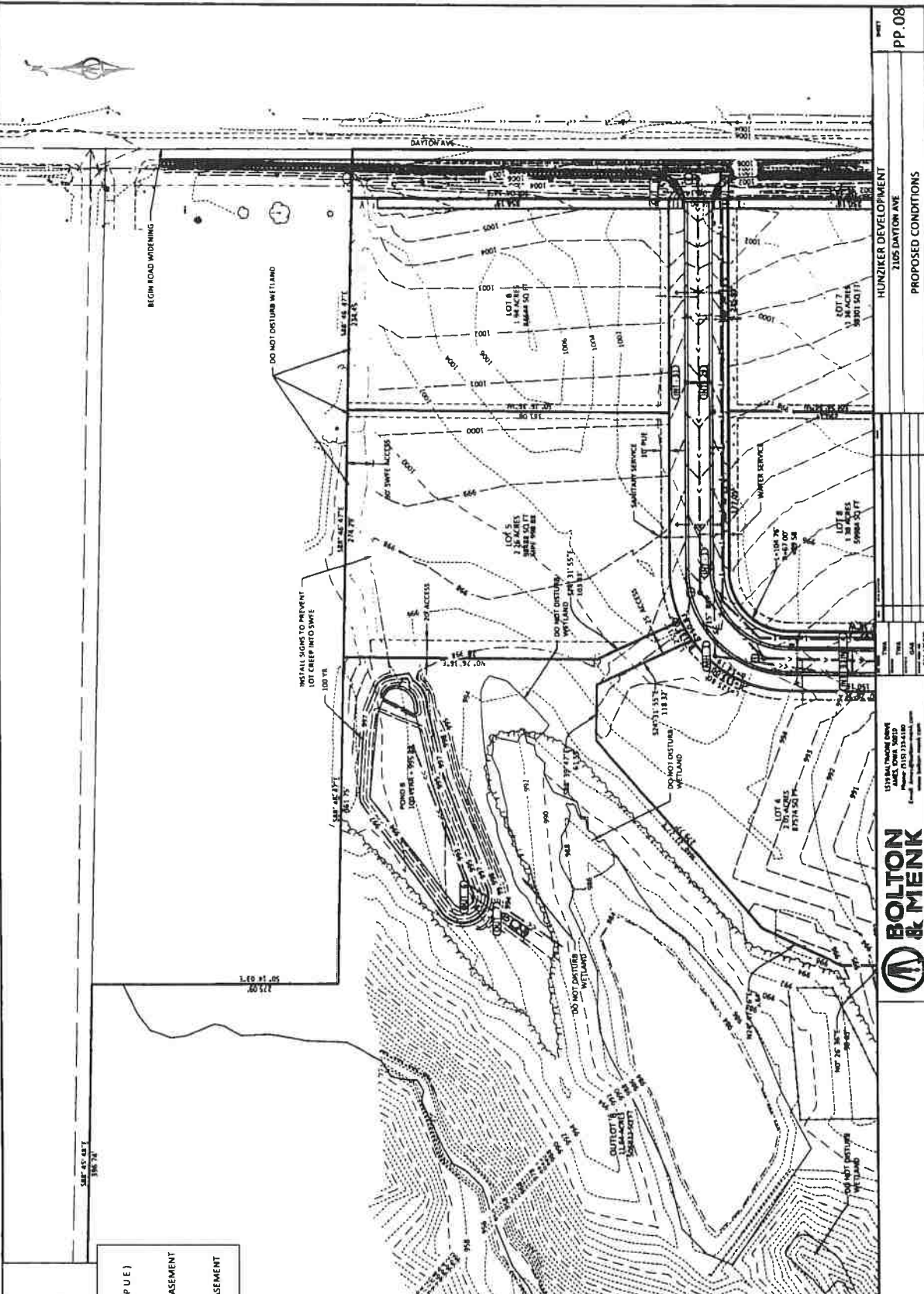




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BOLTON & MENK		HUNZIRER DEVELOPMENT 2105 DAYTON AVE EXISTING CONDITIONS	
DATE	DATE	DATE	DATE
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CHECKED	CHECKED	CHECKED	CHECKED
SCALE	SCALE	SCALE	SCALE
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SHEET PP. 07		SHEET PP. 07	

- UTILITY LEGEND**
- STORM SEWER
 - 8" SANITARY SEWER
 - 8" WATERMAIN

- EASEMENT LEGEND**
- PUBLIC UTILITY EASEMENT (P U E)
 - ACCESS EASEMENT
 - STORM WATER FLOWAGE EASEMENT
 - STORM SEWER EASEMENT
 - STORM SEWER & ACCESS EASEMENT



HUNZIKER DEVELOPMENT
 2105 DARTON AVE
 PROPOSED CONDITIONS

NO.	DATE	DESCRIPTION
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3	03/15/12	REVISED PER PERMITS
4	05/10/12	REVISED PER PERMITS
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BOLTON & MENK

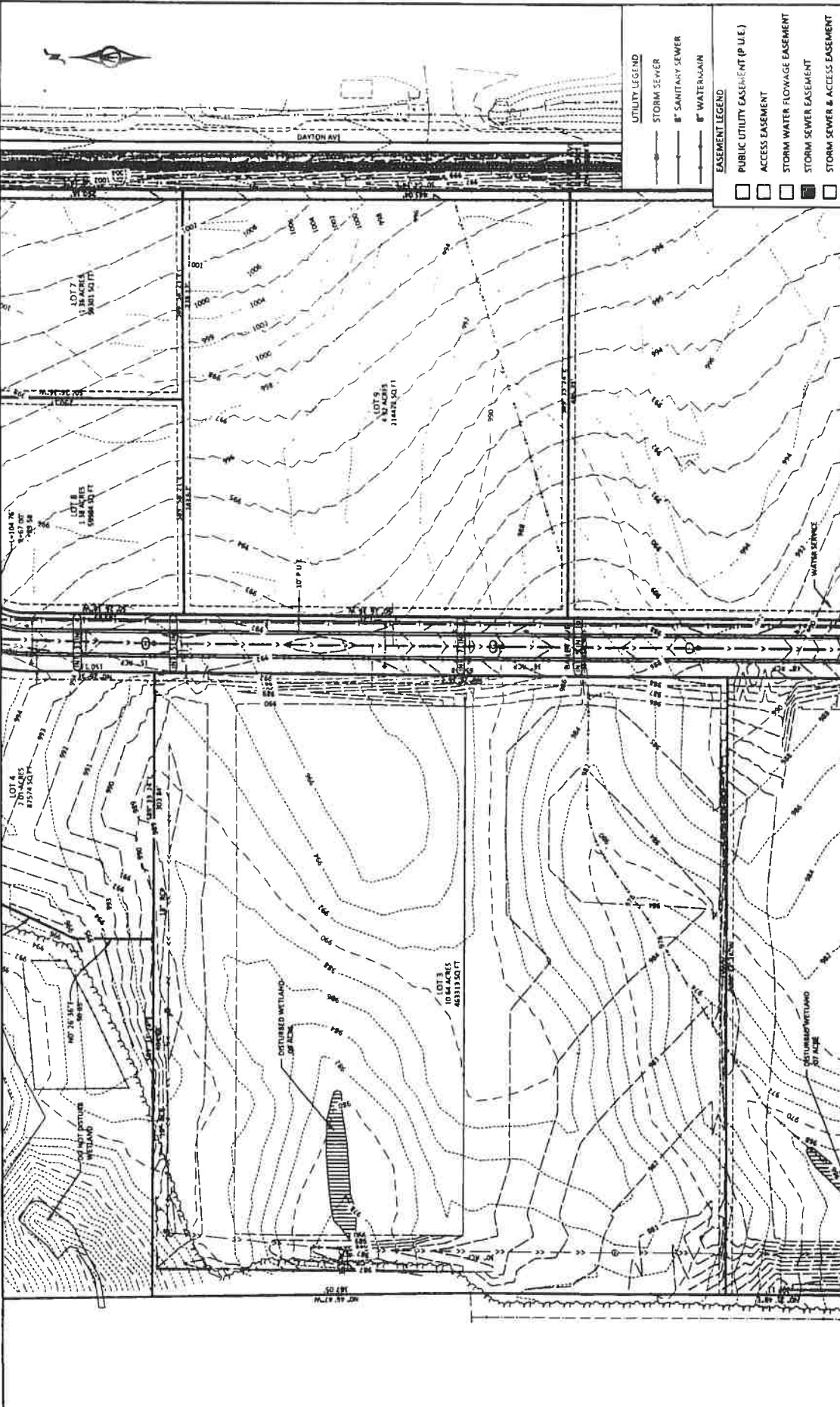
1575 BALTIMORE DRIVE
 JAMES OWEN 30810
 JAMES OWEN 30810
 JAMES OWEN 30810

SCALE: 1" = 40'

DATE: 11/11/11

PROJECT: HUNZIKER DEVELOPMENT

PP. 08



- UTILITY LEGEND**
- STORM SEWER
 - 8" SANITARY SEWER
 - 8" WATERGAIN
- EASEMENT LEGEND**
- PUBLIC UTILITY EASEMENT (P.U.E.)
 - ACCESS EASEMENT
 - STORM WATER FLOWAGE EASEMENT
 - STORM SEWER EASEMENT
 - STORM SEWER & ACCESS EASEMENT

BOLTON & MENK

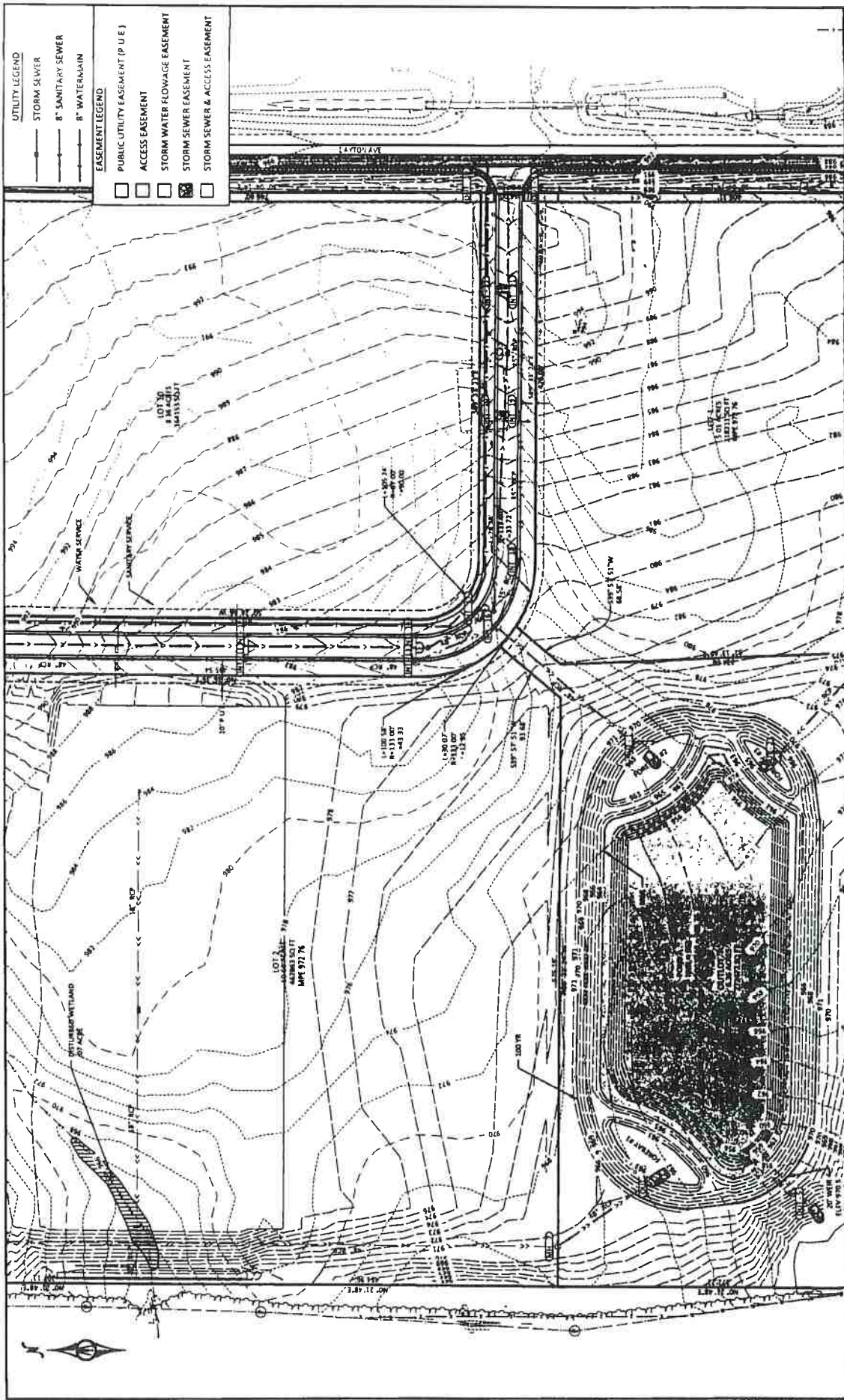
1570 BAY THUNDER DRIVE
 SUITE 1000, FORT WORTH, TEXAS 76104
 Phone: (817) 335-1111
 Fax: (817) 335-1112
 Email: info@boltonmenk.com
 www.boltonmenk.com

HUNZIKER DEVELOPMENT
 2105 DAYTON AVE
 PROPOSED CONDITIONS

Sheet: **PP.09**

DATE: 10/11/11

SCALE: 1" = 40'



- UTILITY LEGEND**
- STORM SEWER
 - 8" SANITARY SEWER
 - 8" WATERMAIN
- EASEMENT LEGEND**
- PUBLIC UTILITY EASEMENT (P.U.E.)
 - ACCESS EASEMENT
 - STORM WATER FLOWAGE EASEMENT
 - STORM SEWER EASEMENT
 - STORM SEWER & ACCESS EASEMENT

SHEET
PP. 10

HUNZIKER DEVELOPMENT
2105 DAYTON AVE

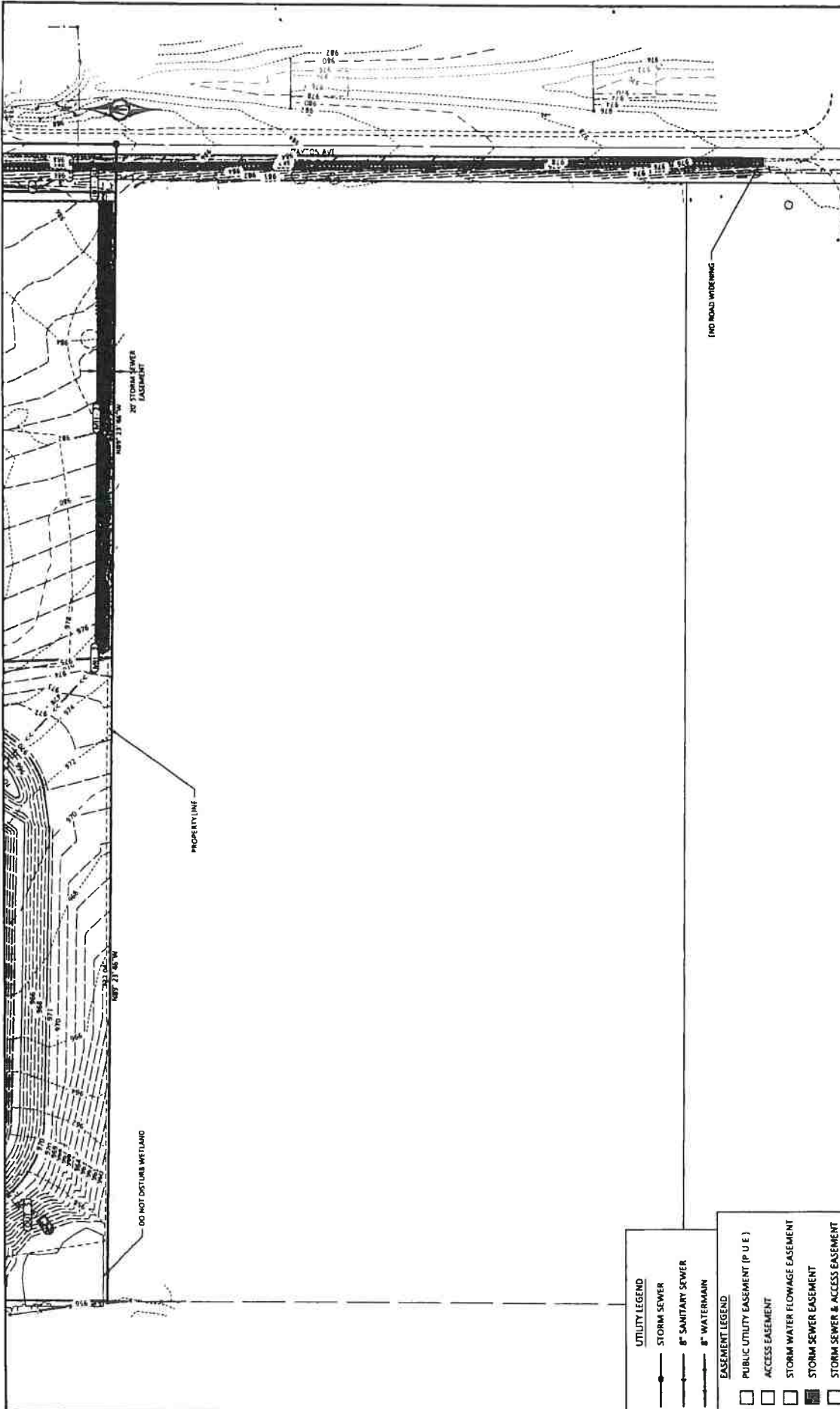
PROPOSED CONDITIONS

BOLTON & MENK

1200 W. 10th Street
JANESVILLE, WI 53402
Phone: (608) 785-4100
Fax: (608) 785-4101
www.boltonmenk.com

DATE: 08/11/09

SCALE: 1" = 40'



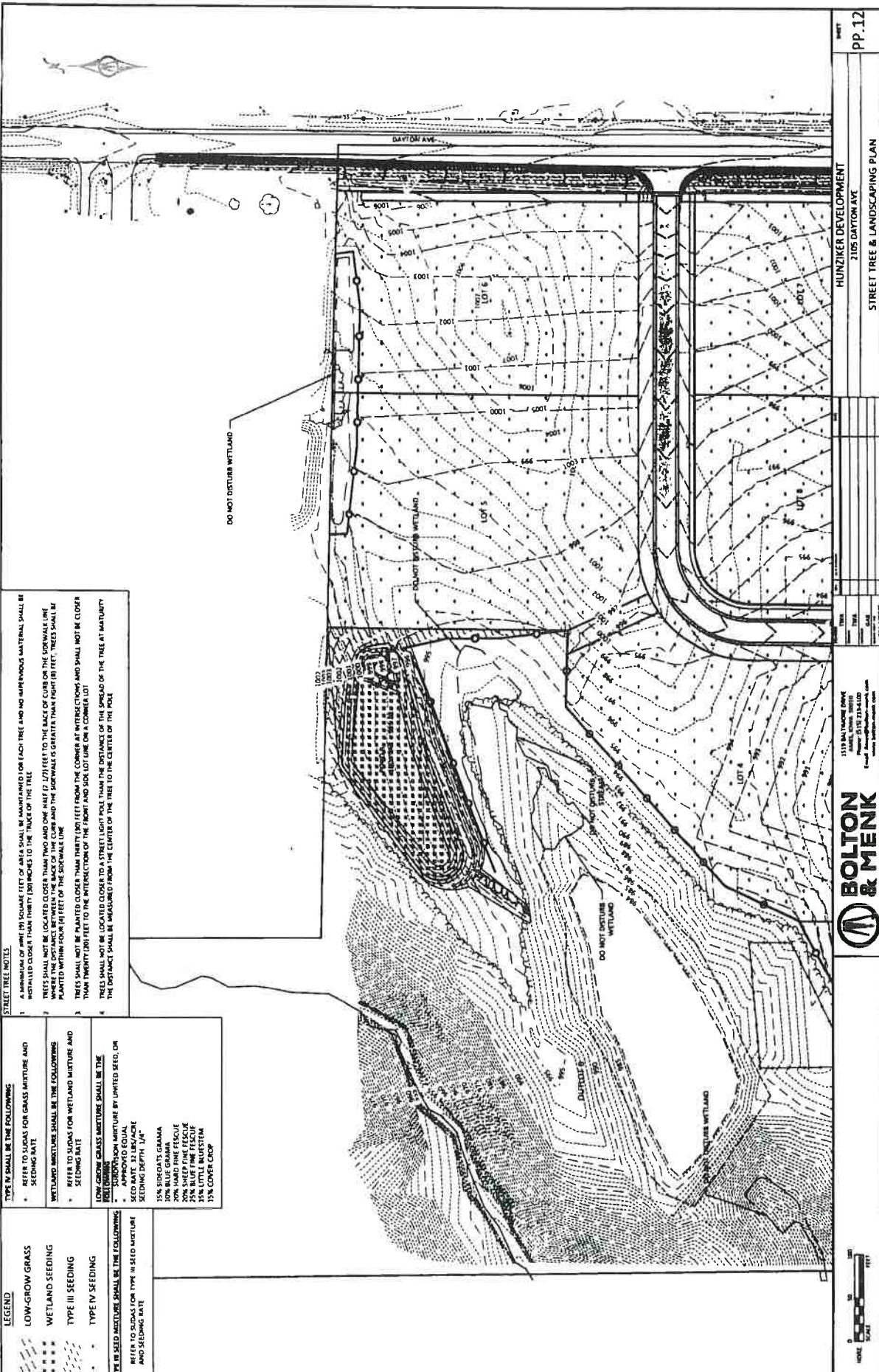
- UTILITY LEGEND**
- STORM SEWER
 - 8" SANITARY SEWER
 - 8" WATERMAIN
- EASEMENT LEGEND**
- PUBLIC UTILITY EASEMENT (P.U.E.)
 - ACCESS EASEMENT
 - STORM WATER FLOWAGE EASEMENT
 - STORM SEWER EASEMENT
 - STORM SEWER & ACCESS EASEMENT



BOLTON & MENK

1519 BAIRDWOOD DRIVE
 AMES, IOWA 50010
 Phone: 515-281-1111
 E-mail: Ames@bolton-menk.com
 www.bolton-menk.com

NO.	DATE	BY	DESCRIPTION



- STREET TREE NOTES**
1. A MINIMUM OF NINE (9) SQUARE FEET OF AREA SHALL BE MAINTAINED FOR EACH TREE AND NO SUPERNOUS MATERIAL SHALL BE INSTALLED CLOSER THAN THIRTY (30) INCHES TO THE TRUNK OF THE TREE
 2. TREES SHALL NOT BE LOCATED CLOSER THAN TWO AND ONE HALF (2 1/2) FEET TO THE BACK OF CURB OR THE SIDEWALK LINE WHERE THE DISTANCE BETWEEN THE BASES OF THE CURB AND THE SIDEWALK IS GREATER THAN EIGHT (8) FEET. TREES SHALL BE PLANTED WITHIN FOUR (4) FEET OF THE SIDEWALK LINE
 3. TREES SHALL NOT BE PLANTED CLOSER THAN THIRTY (30) FEET FROM THE CORNER AT INTERSECTIONS AND SHALL NOT BE CLOSER THAN TWENTY (20) FEET TO THE INTERSECTION OF THE FRONT AND SIDE LOT LINE ON A CORNER LOT
 4. TREES SHALL NOT BE LOCATED CLOSER TO A STREET LIGHT POLE THAN THE DISTANCE OF THE SPREAD OF THE TREE AT MATURITY. THE DISTANCE SHALL BE MEASURED FROM THE CENTER OF THE TREE TO THE CENTER OF THE POLE

- TYPE IV SHALL BE THE FOLLOWING**
- REFER TO SUBAS FOR GRASS MIXTURE AND SEEDING RATE
- WETLAND MIXTURE SHALL BE THE FOLLOWING**
- REFER TO SUBAS FOR WETLAND MIXTURE AND SEEDING RATE
- LOW-GROWING GRASS MIXTURE SHALL BE THE FOLLOWING**
- APPROXIMATE EQUAL SEEDING RATE
 - SEED RATE: 32 LBS/ACRE
 - SEEDING DEPTH: 1/4"
 - 35% SIDEGRASS GRAMA
 - 30% BLUE GRAMA
 - 20% SHEEP FINE FESCUE
 - 25% BLUE FINE FESCUE
 - 15% LITTLE BLUESTEM
 - 15% CORN COCK

- LEGEND**
- LOW-GROW GRASS
 - WETLAND SEEDING
 - TYPE III SEEDING
 - TYPE IV SEEDING
- TYPE III SEED MIXTURE SHALL BE THE FOLLOWING**
- REFER TO SUBAS FOR TYPE III SEED MIXTURE AND SEEDING RATE

DO NOT DISTURB WETLAND

DAYTON AVE

LOT 1

LOT 2

LOT 3

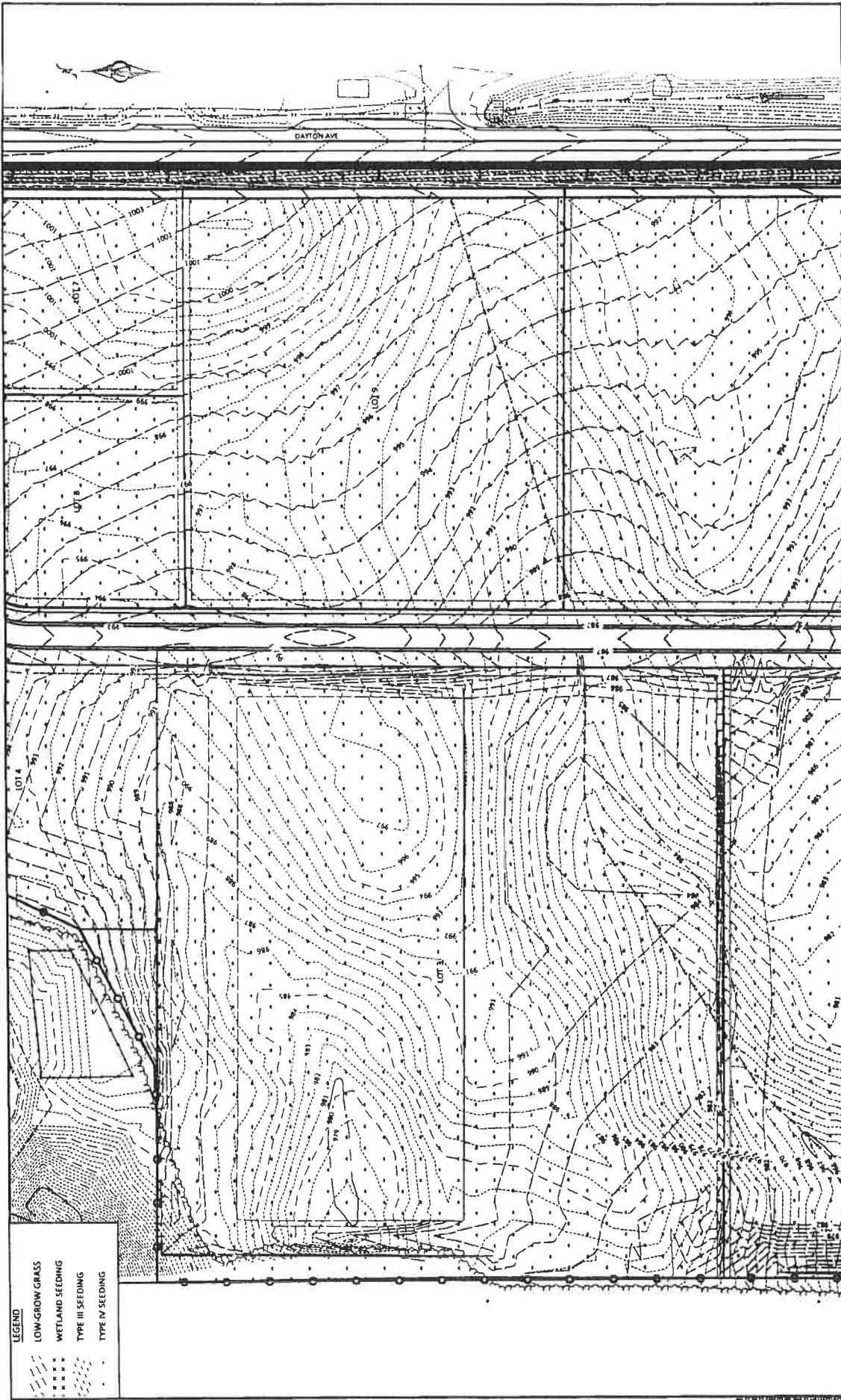
LOT 4

LOT 5

LOT 6

LOT 7

LOT 8



LEGEND

	LOW-GROW GRASS
	WETLAND SEEDING
	TYPE III SEEDING
	TYPE IV SEEDING

SHEET
PP.13

HUNZIKER DEVELOPMENT
2105 DAYTON AVE
STREET TREE & LANDSCAPING PLAN

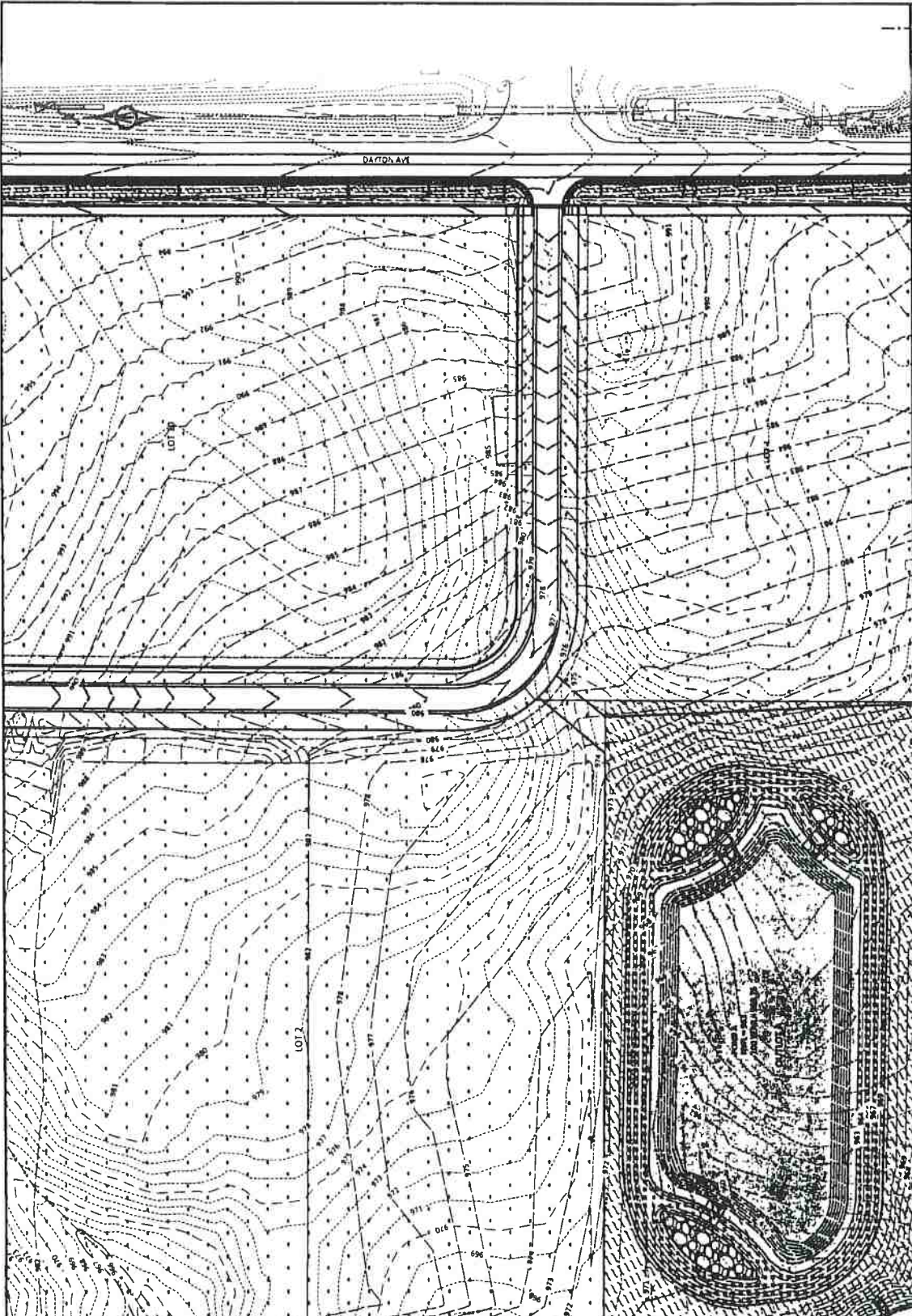
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SCALE	AS SHOWN
PROJECT	1510 MULTIFAMILY CONDO
CLIENT	1510 MULTIFAMILY CONDO
DESIGNER	BOLTON & MENK
DATE	10/11/2013

BOLTON & MENK

1510 MULTIFAMILY CONDO
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1510 MULTIFAMILY CONDO
1510 MULTIFAMILY CONDO

LEGEND

	LOW-GROW GRASS
	WETLAND SEEDING
	TYPE III SEEDING
	TYPE IV SEEDING



PP. 14

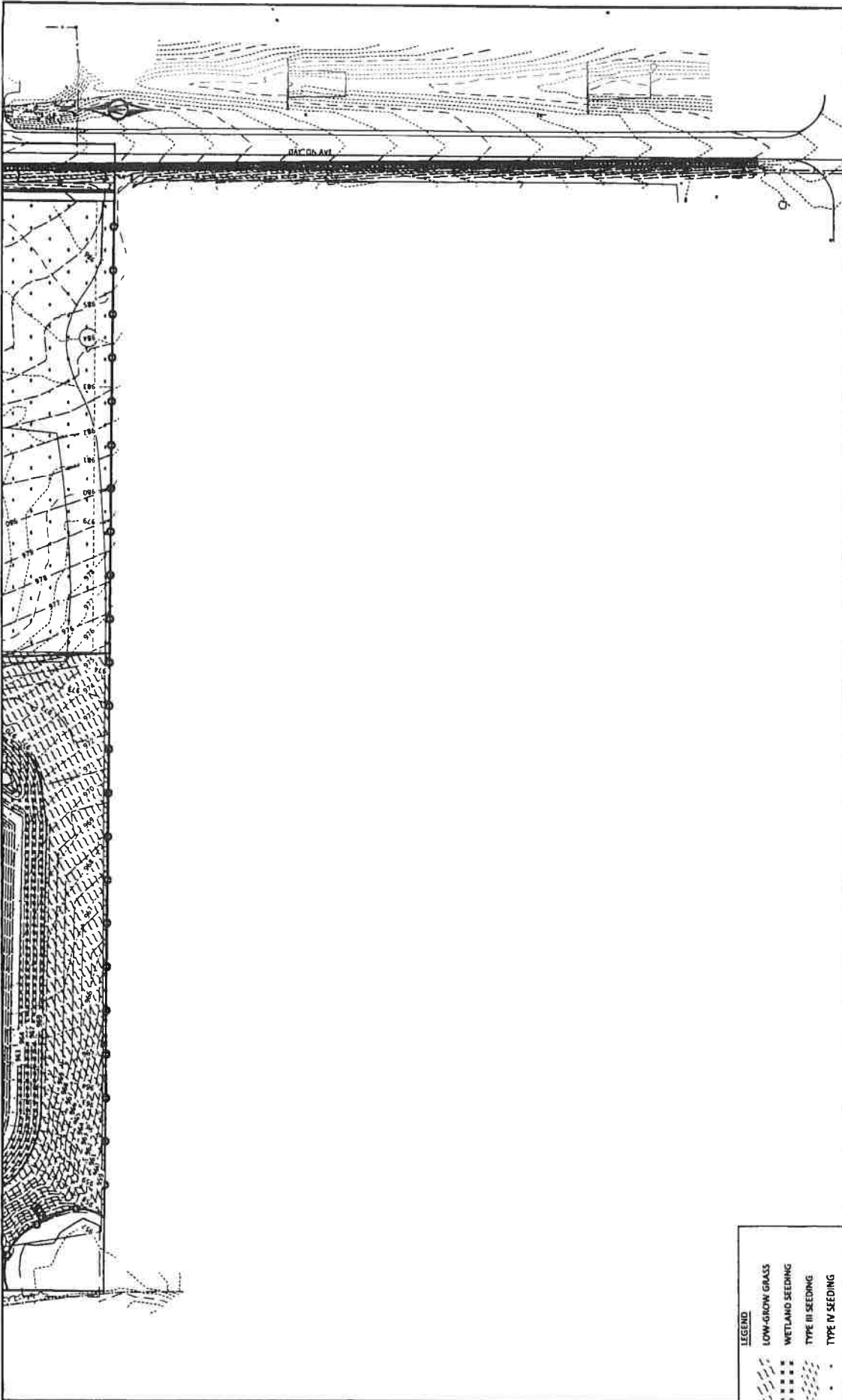
HUNZIKER DEVELOPMENT
2105 DAYTON AVE
STREET TREE & LANDSCAPING PLAN

DATE	11/11/2011
BY	DAVID
CHECKED	DAVID
SCALE	AS SHOWN
PROJECT NO.	1111111111
DATE PLOTTED	11/11/2011

BOLTON & MENK

1111 BAYVIEW DRIVE
ANN ARBOR, MI 48106
PHONE: 734.769.1111
FAX: 734.769.1112
WWW.BOLTONANDMENK.COM

0 50 100
FEET

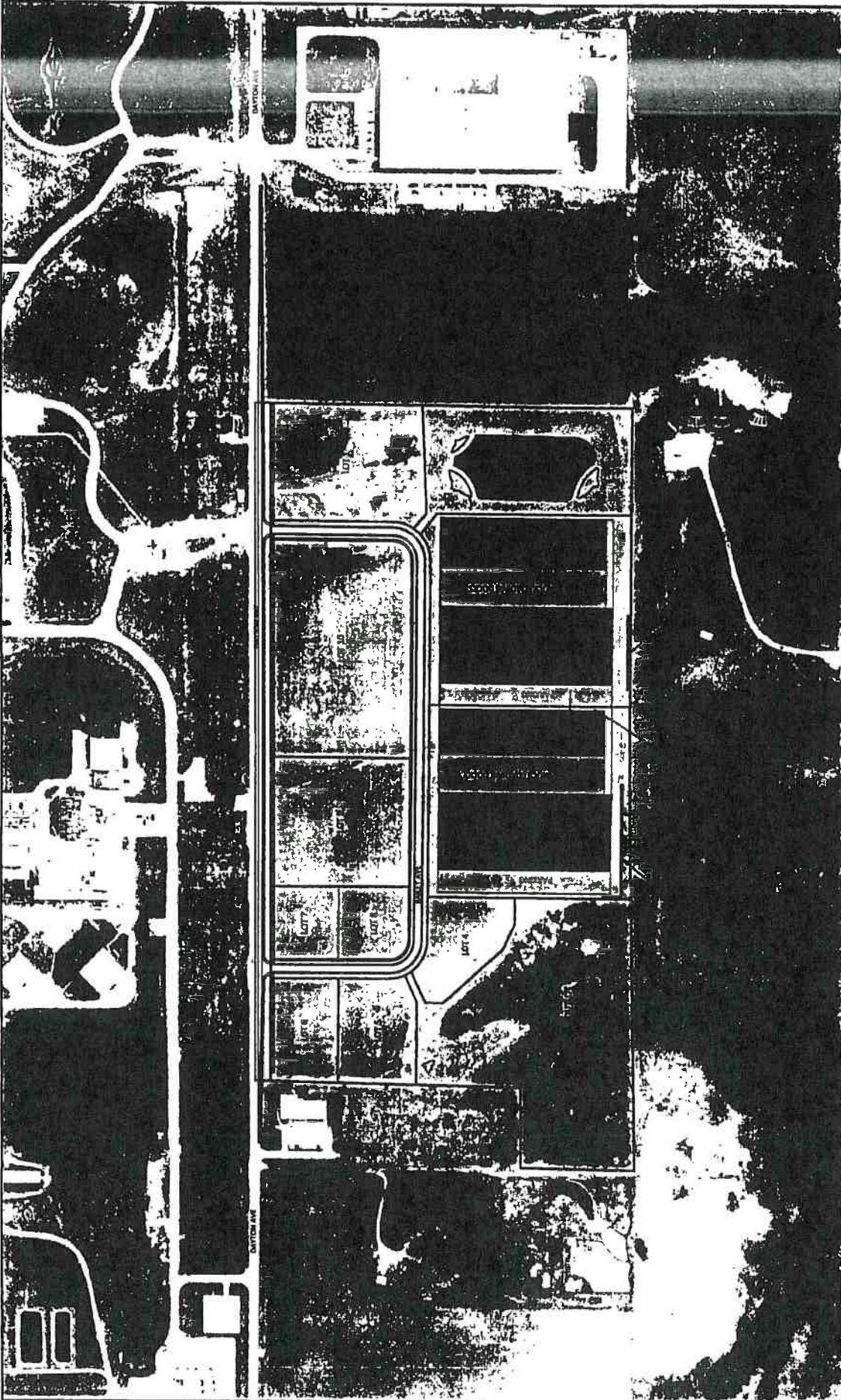


 BOLTON & MENK		1113 BAY TOWN RD Phone: (713) 733-8100 Fax: (713) 733-8100 www.boltonmenk.com	
DATE: _____ DRAWN BY: _____ CHECKED BY: _____ SCALE: _____ SHEET NO.: _____	PROJECT: _____ CLIENT: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____	HUNZIKER DEVELOPMENT 2166 DARTON AVE STREET TREE & LANDSCAPING PLAN	SHEET PP.15

LEGEND

- LOW-GROW GRASS
- WETLAND SEEDING
- TYPE III SEEDING
- TYPE IV SEEDING

0 10 20 30 40 50
 FEET



HUNZIKER DEVELOPMENT
 2105 DAYTON AVE
 SITE EXHIBIT

1310 9th Street, Suite 200
 Dayton, OH 45402
 Phone: (937) 233-6100
 Fax: (937) 233-6101
 www.boltonandmenk.com


BOLTON & MENK

Scale: 1" = 100'
 North Arrow

SHEET
 PP. 16

Exhibit B

Design Guidelines for North Dayton Industrial Park Subdivision

1. All buildings and improvements shall be of new construction only. No pre-existing buildings shall be permitted to be moved onto a lot, nor shall any trailer, mobile home, or other similar structure be placed upon any lot, excepting those used on a temporary basis by a contractor during construction.

2. Design Requirements

A. All buildings must have exterior surfaces of steel, architectural metal panels, brick, wood trim, split face block, stone, glass, exterior insulation, and finish systems (EIFS) or precast wall panels or a combination thereof. Corrugated steel or similar ridged metal panel finishes are prohibited on the front façade for more than 50% of the facade.

B. Buildings constructed in the subdivision shall be oriented with the front entrance facing the street the building is addressed upon. Each building shall have an identifiable front entrance area distinguished in materials and relief from the primary building materials of the front façade. A front entrance area will typically include at least 30 linear feet that includes features such as doors, windows, materials, parapets, overhangs, etc.

3. Not less than 15% of the total area of a lot shall be used for landscaping and lawn purposes or other decorative open space.

4. No outdoor storage, as defined in Chapter 29 of the Ames Municipal Code, may be placed within a front yard for all street frontages; however, for corner lots with two street frontages the restriction only applies to one front yard, and for lots with three or more street frontages the restriction only applies to two fronts.

5. The principal uses of Outdoor Storage, other storage uses, including private or public storage of furniture, files, raw materials, or other unused or seldom used goods and items for an indefinite period of time, Mini-Storage and Salvage shall be prohibited in the North Dayton Industrial Park Subdivision.

6. Equipment. Trash cans, garbage cans and storage piles, where permitted. Shall be kept screened from view by adequate planting or fencing to conceal them from the view of other lots in the Subdivision. All rubbish, trash, or garbage shall be regularly removed and shall not be permitted to accumulate.

7. All drive access points shall be approved by the City of Ames Planning and Housing and Public Works Departments. The City of Ames may limit or restrict access points on some lots to line up driveways and corresponding driveways or streets on the opposite side of the street frontage. No access to Dayton Avenue is permitted.

Exhibit C

Estimated Cost Breakdown of Eligible Items

*Only Internal Subdivision Public Items in Yellow Shade Included in TIF Rebate

*All Dayton Widening Items Included in TIF Rebate

North Dayton Development LLC
 NORTH DAYTON INDUSTRIAL PARK
 OPINION OF PROBABLE COSTS
 Friday, September 16, 2022

Item No.	Description	Unit	Price	Quantity	Extension
1	CLEARING AND GRUBBING	UNIT	\$ 6,000.00	1.00	\$ 6,000.00
2	TOPSOIL, (DEVELOPMENT AREA)	CY	\$ 2.20	64321.00	\$ 141,506.20
3	EXCAVATION, (DEVELOPMENT AREA)	CY	\$ 3.30	165426.00	\$ 545,905.80
4	SUBGRADE PREPARATION - BAILEY AVE	SY	\$ 2.00	9994.00	\$ 19,988.00
5	SUBBASE, 6" - BAILEY AVE	SY	\$ 11.00	9994.00	\$ 109,934.00
6	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 12"	LF	\$ 73.00	2823.00	\$ 206,079.00
7	SANITARY SEWER SERVICE STUB	EA	\$ 2,600.00	10.00	\$ 26,000.00
8	STORM SEWER, TRENCHED, 15" RCP	LF	\$ 42.00	1823.00	\$ 76,566.00
9	STORM SEWER, TRENCHED, 18" RCP	LF	\$ 46.00	32.00	\$ 1,472.00
10	STORM SEWER, TRENCHED, 24" RCP	LF	\$ 63.00	137.00	\$ 8,631.00
11	STORM SEWER, TRENCHED, 30" RCP	LF	\$ 79.00	68.00	\$ 5,372.00
12	STORM SEWER, TRENCHED, 36" RCP	LF	\$ 102.00	466.00	\$ 47,532.00
13	STORM SEWER, TRENCHED, 48" RCP	LF	\$ 180.00	1101.00	\$ 198,180.00
14	PIPE APRON, 15 INCH	EA	\$ 3,900.00	1.00	\$ 3,900.00
15	PIPE APRON, 24 INCH	EA	\$ 4,200.00	1.00	\$ 4,200.00
16	PIPE APRON, 30 INCH	EA	\$ 5,100.00	1.00	\$ 5,100.00
17	PIPE APRON, 48 INCH	EA	\$ 7,900.00	2.00	\$ 15,800.00
18	SUBDRAIN, 6" PERFORATED	LF	\$ 18.00	292.00	\$ 5,256.00
19	SUBDRAIN CLEANOUT, 6"	EA	\$ 700.00	1.00	\$ 700.00
20	SUBDRAIN OUTLET, 6"	EA	\$ 700.00	1.00	\$ 700.00
21	OUTLET STRUCTURE INLET PIPE, PVC 4"	LF	\$ 50.00	20.00	\$ 1,000.00
22	WATER MAIN, TRENCHED, 8 INCH	LF	\$ 40.00	2425.00	\$ 97,000.00
23	WATER MAIN FITTINGS	LB	\$ 20.00	230.00	\$ 4,600.00
24	WATER SERVICE STUB 6"	EA	\$ 3,800.00	10.00	\$ 38,000.00
25	VALVE, 8 INCH	EA	\$ 2,500.00	3.00	\$ 7,500.00
26	TAPPING VALVE ASSEMBLY	EA	\$ 6,200.00	2.00	\$ 12,400.00
27	FIRE HYDRANT ASSEMBLY	EA	\$ 6,900.00	9.00	\$ 62,100.00
28	SANITARY MANHOLE, SW-301, 48 INCH	EA	\$ 7,100.00	11.00	\$ 78,100.00
29	STORM MANHOLE, SW-401, 72 INCH	EA	\$ 7,900.00	3.00	\$ 23,700.00
30	STORM MANHOLE, SW-401, 48 INCH	EA	\$ 5,000.00	1.00	\$ 5,000.00
31	INTAKE, SW-501	EA	\$ 3,500.00	12.00	\$ 42,000.00
32	INTAKE, SW-509	EA	\$ 6,500.00	1.00	\$ 6,500.00
33	INTAKE, SW-505	EA	\$ 6,800.00	3.00	\$ 20,400.00
34	INTAKE, SW-506	EA	\$ 8,800.00	1.00	\$ 8,800.00
35	INTAKE, SW-512, 24"	EA	\$ 2,500.00	1.00	\$ 2,500.00
36	INTAKE, SW-508 MODIFIED	EA	\$ 19,800.00	4.00	\$ 79,200.00
37	INTAKE, SW-513, MODIFIED, POND OUTLET 48" X 48"	EA	\$ 5,900.00	1.00	\$ 5,900.00
38	INTAKE, SW-513, MODIFIED, POND OUTLET 72" X 72"	EA	\$ 16,500.00	1.00	\$ 16,500.00

39	CONNECTION TO EXISTING MANHOLE, SANITARY	EA	\$ 1,500.00	1.00	\$ 1,500.00
40	PAVEMENT, PCC, 6" - BARLEY	SY	\$ 66.00	8863.00	\$ 584,958.00
41	SIDEWALK, PCC, 5"	SY	\$ 50.00	1315.00	\$ 65,750.00
42	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, (WETLAND SEED)	AC	\$ 3,200.00	1.50	\$ 4,800.00
43	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, (LOW-GROW GRASS)	AC	\$ 3,200.00	3.75	\$ 12,000.00
44	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, (TYPE IV SEED)	AC	\$ 1,500.00	49.50	\$ 74,250.00
45	STREET TREES	EA	\$ 300.00	97.00	\$ 29,100.00
46	TRIP RAP, CLASS E	TON	\$ 80.00	1092.00	\$ 87,360.00
47	SILT FENCE OR SILT FENCE DITCH CHECK	LF	\$ 4.00	4415.00	\$ 17,660.00
48	STABILIZED CONSTRUCTION ENTRANCE	SY	\$ 10.00	245.00	\$ 2,450.00
49	INLET PROTECTION DEVICE	EA	\$ 200.00	31.00	\$ 6,200.00
50	MOBILIZATION - CONSTRUCT	LS	\$ 25,000.00	1.00	\$ 25,000.00
51	MOBILIZATION - AMES TRENCHING	LS	\$ 10,000.00	1.00	\$ 10,000.00
52	STREET LIGHTS	LS	\$ 82,000.00	1.00	\$ 82,000.00
53	STREET LIGHT CONDUIT	LF	\$ 4.00	2400.00	\$ 9,600.00
54	ELECTRICAL PRIMARY CONDUIT	LF	\$ 4.00	2870.00	\$ 11,480.00
55	MAILBOXES	EA	\$ 1,500.00	1.00	\$ 1,500.00
56	MAILBOX PAD	LS	\$ 1,000.00	1.00	\$ 1,000.00
57	5% contingency based on \$1,957,458.00				\$ 97,872.00
					\$ -
				SUBTOTAL: \$ 3,064,502.00	

DAYTON WIDENING

Item No.	Description	Unit	Price	Quantity	Extension
A1	TOPSOIL, (DAYTON WIDENING)	CY	\$ 2.20	1431.00	\$ 3,148.20
A2	EXCAVATION, (DAYTON WIDENING)	CY	\$ 3.30	9553.00	\$ 31,524.90
A3	SUBGRADE PREPARATION - DAYTON WIDENING	SY	\$ 3.80	6620.00	\$ 25,156.00
A4	GRANULAR SHOULDER - DAYTON WIDENING	SY	\$ 27.00	2180.00	\$ 58,860.00
A5	STORM SEWER, TRENCHED, 15" RCP	LF	\$ 42.00	79.00	\$ 3,318.00
A6	STORM SEWER, TRENCHED, 18" ARCP	LF	\$ 86.00	79.00	\$ 6,794.00
A7	REMOVAL OF DRAIN TILE	LF	\$ 5.00	688.00	\$ 3,440.00
A8	PIPE APRON, 15 INCH	EA	\$ 3,900.00	2.00	\$ 7,800.00
A9	PIPE APRON, 18 INCH ARCH	EA	\$ 4,700.00	2.00	\$ 9,400.00
A10	MANHOLE ADJUSTMENT, MAJOR	EA	\$ 1,800.00	1.00	\$ 1,800.00
A11	PAVEMENT, HMA 12" - DAYTON WIDENING	TON	\$ 110.00	2930.00	\$ 322,300.00
A12	REMOVAL OF PAVEMENT	SY	\$ 50.00	417.00	\$ 20,850.00
A13	SHARED USE PATH, 5" PCC, (DAYTON WIDENING)	SY	\$ 42.00	2370.00	\$ 99,540.00
A14	SHARED USE PATH, 6" PCC, (DAYTON WIDENING)	SY	\$ 50.00	82.00	\$ 4,100.00
A15	DETECTABLE WARNING, (DAYTON WIDENING)	SF	\$ 40.00	80.00	\$ 3,200.00
A16	TRAFFIC CONTROL (ADOT TC - 216), (DAYTON WIDENING)	LS	\$ 25,000.00	1.00	\$ 25,000.00

A17	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE, (DAYTON WIDENING)	STA	\$ 50.00	165.13	\$ 8,256.50
A18	PAINTED SYMBOLS AND LEGENDS, (DAYTON WIDENING)	EA	\$ 1,000.00	12.00	\$ 12,000.00
A19	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, (TYPE III SEED), (DAYTON WIDENING)	AC	\$ 2,500.00	1.50	\$ 3,750.00
A20	SILT FENCE OR SILT FENCE DITCH CHECK, (DAYTON WIDENING)	LF	\$ 4.00	890.00	\$ 3,560.00
A21	MOBILIZATION - DAYTON WIDENING - MANATTS	LS	\$ 15,000.00	1.00	\$ 15,000.00
A22	5% contingency based on \$668,797				\$ 33,439.00
					\$ -
TOTAL OPINION OF IMPROVEMENT COST				SUBTOTAL: \$ 702,236.60	

TIF rebate for infrastructure	\$2,203,330
TIF rebate for Dayton Road Widening	\$702,236
Total TIF rebate	\$2,905,566
Price increases for 2023???	

Additional Items Added Late:

6" Water Line for Fire Protection \$26,280.00

Sanitary Sewer Line Addition to North Property Line \$36,418.00

Grand Total TIF Rebate \$2,968,264.00