



## **ANKENY CITY COUNCIL**

### **Regular Meeting**

**Monday, October 16, 2023**

**5:30 PM**

**Ankeny Kirkendall Public Library - City Council Chambers**

**1250 SW District Drive, Ankeny, Iowa**

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

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All City Council meetings are open to the public. Assistive Listening Devices (ALD) are available for persons with impaired hearing. To request information in an alternative format or request an accommodation to participate in a City Council meeting, contact the Office of the City Clerk at 965-6405.

Anyone seeking assistance in communicating with the City should contact Relay Iowa at 1-800-735-2942 (TDY), or 1-800-735-2943 (Voice).

#### **ELECTRONIC MEETING INFORMATION**

<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pd09>

Meeting ID: 973 1299 2966

Passcode: 1234

Dial in: +1 312 626 6799; Meeting ID: 973 1299 2966; Passcode: 1234

#### **PROCEDURAL ACTIONS:**

CALL TO ORDER:	Mark Holm, Mayor
ROLL CALL:	Michelle Yuska, City Clerk
PLEDGE OF ALLEGIANCE:	Mark Holm, Mayor

**CEREMONY: none**

**A. PUBLIC FORUM: none**

**B. APPROVAL OF AGENDA:**

1. Approval of the October 16, 2023 Agenda

**Action# B1-1. Consider motion to approve and accept the October 16, 2023 agenda, with or without amendment.**

**C. PUBLIC HEARING(S):**

1. PH 2023-57 Proposed 80/20 Voluntary Urbanized Annexation of certain territory located adjacent to the northeast quadrant of Ankeny and requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0)

**Action# C1-1. Consider motion to close Public Hearing 2023-57.**

**D. REPORTS OF ADVISORY BOARDS AND COMMISSION: none**

**E. APPROVAL OF CONSENT AGENDA:**

- **Minutes**

- CA - 1** Approval of official council actions of the regular meeting of October 2, 2023, as published, subject to correction, as recommended by the City Clerk.
- CA - 2** Receive and file minutes of the Human Rights Commission meeting of August 24, 2023
- CA - 3** Receive and file minutes of the Plan and Zoning Commission meeting of September 19, 2023.
- CA - 4** Receive and file minutes of the Zoning Board of Adjustment meeting of September 19, 2023.
- CA - 5** Receive and file minutes of the Library Board of Trustee meeting of August 17, 2023.

- **Licenses and Permits**

- CA - 6** Consider motion to approve the issuance of liquor licenses and/or beer/wine permits in the City of Ankeny.

- **Finance/Budget**

- CA - 7** Consider motion to receive and file Financial Reports for September 2023.
- CA - 8** Consider motion to receive and file Building Permit Report for September 2023.
- CA - 9** Consider motion to receive and file Utility Billing Report for September 2023.
- CA - 10** Consider motion to approve Change Order #6 increasing the contract amount by \$87,010.50 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction - I-35 to NE Four Mile Drive project.
- CA - 11** Consider motion to approve Change Order #3 increasing the contract amount by \$3,750.00 to Alliance Construction Group, LLC, for construction services on the



2023 PCC Reconstruction Program - SE Creekview Drive.

- CA - 12** Consider motion to approve Change Order #1 increasing the contract amount by \$1,650.00 to All-Star Concrete LLC, for construction services on the SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement project.
- CA - 13** Consider motion to approve Change Order #1 increasing the contract amount by \$2,058.00 to Caliber Concrete LLC, for construction services on the Uptown Parking Improvements project.
- CA - 14** Consider motion to approve Payment #12 in the amount of \$551,604.11 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
- CA - 15** Consider motion to approve Payment #15 in the amount of \$251,679.60 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.
- CA - 16** Consider motion to approve Payment #5 in the amount of \$53,893.16 to Alliance Construction Group, LLC, for construction services on the 2023 PCC Reconstruction Program - SE Creekview Drive project.
- CA - 17** Consider motion to approve Payment #4 in the amount of \$3,177.75 to All-Star Concrete, LLC, for construction services on the 2023 PCC Reconstruction Program - SE 8th St project.
- CA - 18** Consider motion to approve Payment #2 in the amount of \$42,851.90 to All-Star Concrete, LLC, for construction services on the SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement project.
- CA - 19** Consider motion to approve Payment #1 in the amount of \$160,126.03 to Caliber Concrete, LLC, for construction services on the Uptown Parking Improvements project.
- CA - 20** Consider motion to approve Payment #7 in the amount of \$18,874.50 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
- CA - 21** Consider motion to approve Payment #5 in the amount of \$8,096.50 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.
- CA - 22** Consider motion to approve Payment #7 in the amount of \$346,662.08 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.
- CA - 23** Consider motion to approve Payment #7 in the amount of \$432,321.96 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
- CA - 24** Consider motion to approve Payment #5 in the amount of \$146,493.61 to Granite Excavating for construction services on the S. Ankeny Blvd Transmission Blvd project.
- CA - 25** Consider motion to approve Payment #13 in the amount of \$4,620.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
- CA - 26** Consider motion to approve Payment #6 in the amount of \$4,231.30 to HGS, LLC, for construction services on the Rock Creek Greenbelt - Native Vegetation project.
- CA - 27** Consider motion to approve Payment #3 in the amount of \$359,094.57 to J&K

- Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.
- CA - 28** Consider motion to approve Payment #12 in the amount of \$412.50 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
- CA - 29** Consider motion to approve Payment #6 in the amount of \$29,206.25 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan project.
- CA - 30** Consider motion to approve Payment #2 in the amount of \$9,035.00 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.
- CA - 31** Consider motion to approve Payment #11 in the amount of \$18,082.64 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.
- CA - 32** Consider motion to approve Payment #18 in the amount of \$28,785.56 to McClure Engineering Company, for construction engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
- CA - 33** Consider motion to approve Payment #6 in the amount of \$118,277.85 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 2.
- CA - 34** Consider motion to approve Payment #4 in the amount of \$109,612.00 to Romtech Companies for construction services on the restroom facility at the Midway Park.
- CA - 35** Consider motion to approve Payment #33 in the amount of \$1,213.00 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.
- CA - 36** Consider motion to approve Payment #6 in the amount of \$27,341.73 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.
- CA - 37** Consider motion to approve the October 16, 2023 Accounts Payable.
- CA - 38** Consider motion to adopt **RESOLUTION** naming depositories for the City of Ankeny.
- CA - 39** Consider motion to adopt **RESOLUTION** establishing a schedule of fees and charges for urban chickens as authorized by the City of Ankeny, Iowa Municipal Code.

- **Personnel Items**

- CA - 40** Consider motion to authorize a temporary side-by-side position in the public works department, operations division, which will increase the authorized FTE count by one.

- **Community Development Items**

- CA - 41** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa regarding the voluntary urbanized annexation of certain territory adjacent to the southeast quadrant of Ankeny requested by Legacy Housby, LLC (date of hrg: 11/20/23 at 5:30 p.m.)

- **Engineering Items**

- CA - 42** Consider motion to adopt **RESOLUTION** accepting public improvements for

utilities in Aspen Ridge Commercial Plat 2.

- CA - 43** Consider motion to adopt **RESOLUTION** accepting public improvements for paving in Aspen Ridge Commercial Plat 2.
- CA - 44** Consider motion to adopt **RESOLUTION** accepting public improvements for subgrade prep in Aspen Ridge Commercial Plat 2.
- CA - 45** Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of paving, utilities, and subgrade prep for Kum & Go (965 SE Corporate Woods Dr.) Public Improvements project.

- **Capital Improvement Projects**

- CA - 46** **School Walkability Improvements:** Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$15,237.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with JC Construction, Inc. in the amount of \$145,939.00; and d) Final Payment #2 in the amount of \$85,211.91; and Retainage Payment in the amount of \$7,296.95.
- CA - 47** **Northwest Irvinedale Drive Trailhead Public Art Project:** Consider motion to approve a) Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Group Creative Services, LLC in the amount of \$350,000.00; and c) Final Payment #4 in the amount of \$135,000.00.
- CA - 48** Consider motion to adopt **RESOLUTION** ordering construction on the NW Northlawn Area Utility Improvements - Phase 3 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 11/14/23 @ 10:30 A.M. / date of hearing: 11/20/23 @ 5:30 P.M.)

- **Administrative Items**

- CA - 49** Consider motion to adopt **RESOLUTION** authorizing the first amendment to the 28E Agreement between the City of Ankeny and the Board of Water Works Trustees of the City of Des Moines (DMWW).

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-49

**Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-49.**

**F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none**

**G. RECESS - Mark Holm, Mayor**

**H. LEGISLATIVE BUSINESS:**

- **Approval of Ordinances:**

1. Ord 2156 An Ordinance amending the Ankeny Municipal Code by adding a new Chapter 58, Urban Chickens, pertaining to the keeping of chickens within the City of Ankeny.

**Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2156, sending it on its final passage and publication as required by law.**

2. Ord 2157 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by 98

Investments, LLC.

**Action# H2-1. Consider motion to accept second consideration of ORDINANCE 2157.**

**Action# H2-2. Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2157, sending it on its final passage and publication as required by law.**

3. Ord 2158      An Ordinance vacating a drainage easement on Lot 1 of Aspen Ridge Commercial Plat 3.

**Action# H3-1. Consider motion to accept second consideration of ORDINANCE 2158.**

4. Ord 2159      An Ordinance creating Chapter 49 of the Code of Ordinances of the City of Ankeny, Iowa, by creating provisions pertaining to camping within city limits.

**Action# H4-1. Consider motion to accept second consideration of ORDINANCE 2159.**

**I. OLD BUSINESS: none**

**J. NEW BUSINESS:**

1. Proposed 80/20 Voluntary Urbanized Annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0) (PH 2023-57)

**Action# J1-1. Consider motion to receive and file the August 24, 2023 Consultation Meeting Report.**

**Action# J1-2. Consider motion to receive and file correspondence.**

**Action# J1-3. Consider motion to adopt RESOLUTION annexing certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., DRA Properties, LLC, and Gene C. Hildreth, Jr. (Hope Kimberley 2.0)**

2. Proposed Magazine Ground Storage Tank Painting Professional Services Agreement with Dixon Engineering

**Action# J2-1. Consider a motion to approve the Professional Services Agreement with Dixon Engineering, for the design engineering and bidding phase services on the Magazine Ground Storage Tank Painting Project in an amount not to exceed \$8,175.00 and the Mayor to execute said agreement.**

3. Resolution of Intent - Central Iowa Water Works

**Action# J3-1. Consider motion to adopt RESOLUTION indicating intent to participate and authorizing the inclusion of the City of Ankeny in the final draft agreement establishing the Central Iowa Water Works.**

**K. ADMINISTRATIVE BUSINESS:**

- **Report of the City Staff:**

City Manager  
City Attorney

- **Report of the Governing Body:**

Mayor

City Council Members:

*Council Member Bentz*  
*Council Member Perry*  
*Council Member Ruddy*  
*Council Member Shafer*  
*Council Member Stearns*

- **Future Council Agenda Items:**

- ***Public Hearing - SE Delaware Ave & SE 54th St Traffic Signal - 11/6/23 @ 5:30 p.m.***
- ***Public Hearing - Annexation - Legacy Housby, LLC - 11/20/23 @ 5:30 p.m.***
- ***Public Hearing - NW Northlawn Area Utility Improvements - Phase 3 - 11/20/23 @ 5:30 p.m.***
- ***Regular Council Meeting - 12/4/23 @ 5:30 p.m.***

**L. ADJOURNMENT**

**1. Adjournment**

**Council Action Planning Session will commence following adjournment of regular meeting.**



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
City Clerk

COUNCIL GOAL:

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ACTION REQUESTED:

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LEGAL:

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SUBJECT:

<https://zoom.us/j/97312992966?pwd=OEFOcWZGS0NYUmtnVHNxcWZFak9Pd09>

Meeting ID: 973 1299 2966  
Passcode: 1234

Dial in: +1 312 626 6799; Meeting ID: 973 1299 2966; Passcode: 1234

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:
<a href="#">Click to download</a>
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
City Clerk

COUNCIL GOAL:

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ACTION REQUESTED:

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LEGAL:

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SUBJECT:

CALL TO ORDER:	Mark Holm, Mayor
ROLL CALL:	Michelle Yuska, City Clerk
PLEDGE OF ALLEGIANCE:	Mark Holm, Mayor

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:



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ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the October 16, 2023 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

**Action:** <span style="line-height: 107%;">Consider motion to approve and accept the October 16, 2023 agenda, with or without amendment.</span>

ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

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ACTION REQUESTED:

Public Hearing

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LEGAL:

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SUBJECT:

PH 2023-57: Proposed 80/20 Voluntary Urbanized Annexation of certain territory located adjacent to the northeast quadrant of Ankeny and requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0)

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EXECUTIVE SUMMARY:

The City of Ankeny has received a request for annexation of certain territory adjacent to the City's northeastern boundary, generally located north of NE 126th Avenue, west of NE Delaware Avenue and east of N Ankeny Boulevard. The annexation area is located within two miles of the City of Alleman, which per Iowa Code, classifies the request as an urbanized annexation. The annexation territory encompasses approximately 422.16 acres (+/-), 345.10 acres (+/-) of which are owned by property owners who have signed a petition consenting to the annexation, while 77.06 acres (+/-) are owned by property owners who have not signed a petition consenting to the annexation. The non-consenting properties are included in the annexation request to avoid the creation of islands and to provide for uniform boundaries, which is required by Iowa Code. Approximately 12.51 acres (+/-) of public road right-of-way are included in the annexation as well, as the City is required to incorporate any and all county road right-of-way to the centerline of the adjacent road.

At this time, 10 of the 19 properties included in the proposed annexation have provided petitions consenting to the request. If petitions are not received for all 19 properties, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners to avoid the creation of islands and to create uniform boundaries. The current petitioned land area is approximately 345.10 acres (+/-), which equals 81.75% of the 422.16 (+/-) total calculated acres, excluding Polk County road right-of-way. The land area of the nine non-petitioned properties total 77.06 acres (+/-), equaling 18.25% of the calculated land area, excluding Polk County road right-of-way.

The annexation area is identified in The Ankeny Plan 2040 Comprehensive Plan as being suitable for Low-Density Residential (LDR), Medium Density Residential (MDR) and Neighborhood Mixed Use (NMU). If the annexation request is approved by the City Development Board, it will be initially zoned R-1, One-Family Residence District, consistent with all newly incorporated properties into the City of Ankeny. A map has been included to show the annexation area in relation to Ankeny's Corporate Limits.

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

August 7, 2023 - City Council initiated the Hope Kimberley 2.0 80/20 Voluntary Urbanized Annexation.

August 22, 2023 - The Plan & Zoning Commission recommended that City Council approved the Hope Kimberley 2.0 80/20 Voluntary Urbanized Annexation.

September 18, 2023 - City Council set the public hearing.

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PUBLIC OUTREACH EFFORTS:

Consultation meeting held on August 24, 2023.

Legal publication and notification.

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ACTION REQUESTED:

**Action:** Consider motion to close Public Hearing 2023-57.

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
<a href="#">PH Coversheet</a>
<a href="#">Resolution</a>
<a href="#">Staff Report</a>
<a href="#">Aerial Map</a>
<a href="#">Petition Property &amp; Ownership Map</a>
<a href="#">Annexation Applications</a>
<a href="#">Consultation Meeting Report</a>



**PUBLIC HEARING 2023-57**

**5:30 P.M.**

**OCTOBER 16, 2023**

**PROPOSED ANNEXATION OF CERTAIN TERRITORY LOCATED ADJACENT TO THE  
NORTHEAST QUADRANT OF ANKENY REQUESTED BY HOPE KIMBERLEY, LLC, BK  
LINNEMEYER TRUST, BRIAN K. AND KELLI K. LINNEMEYER, RICHARD R. AND STACEY  
MARTIN, A. BYRON GUSTAFSON, NORTHSTAR, LTD, AND GENE C. HILDRETH, JR.**

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**Mayor:**

This is the time and place for a public hearing on the matter of annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar LTD, and Gene C. Hildreth, Jr.

**Layman's Description:** Approximately 345.1 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126<sup>th</sup> Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard, and

Approximately 77.06 (+/-) acres of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126<sup>th</sup> Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

Notices were mailed to affected property owners as required by law and notice of this hearing was published in the Des Moines Register on the 22<sup>nd</sup> day of September, 2023.

**Mayor:**

"Has any written correspondence been received on this proposed annexation?"

**City Clerk:** A letter of no objection was received from the City of Alleman.

**Mayor:**

"At this time, I would like to request Eric Jensen, Director of Community Development, provide a report to the Council on this proposed annexation."

After Report:

"Because this is an electronic meeting if there is anyone who wishes to be heard for or against this requested annexation, please indicate by raising your hand on the video conference call OR if you are connected by phone you may press star 9 (\*9). When you are called upon, please give your name and address for the record."

**After any comments from the audience, the Mayor states: "We need to take the following action":**

- ☐ Consider **MOTION** to close public hearing PH 2023-57.

**Mayor:**

"Further consideration and action will take place on this item under "New Business", Agenda Item "J" later in the meeting".

## **RESOLUTION 2022-**

### **A RESOLUTION ANNEXING CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY REQUESTED BY HOPE KIMBERLEY, LLC, BK LINNEMEYER TRUST, BRIAN K. AND KELLI K. LINNEMEYER, RICHARD R. AND STACEY MARTIN, A. BYRON GUSTAFSON, NORTHSTAR, LTD., AND GENE C. HILDRETH, JR.**

**WHEREAS**, the titleholders of the following described property have made application for annexation of the same to the City of Ankeny, Iowa:

#### **LEGAL DESCRIPTION:**

THE E 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 864.2 FEET; THENCE N88°17'W, 609.8 FEET; THENCE S0°16'E, 396.4 FEET; THENCE WEST 703 FEET; THENCE S0°34'E, 486 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 1306.2 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112 AND EXCEPT ESTABLISHED ROAD. (Owner(s): RICHARD R & STACEY MARTIN),

AND;

THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): NORTHSTAR LTD)

AND;

OUTLOT X IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): HOPE KIMBERLEY LLC)

AND;

THE S 1/2 OF THE SW 1/4 OF THE NE 1/4, AND THE S 1/2 OF THE SE 1/4 OF THE NW 1/4; ALL IN SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): HOPE KIMBERLEY LLC)

AND;

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING EASTERLY OF PARCELS C & D OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. (Owner(s): GENE C HILDRETH JR)

AND;

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING WESTERLY OF PARCEL C OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. (Owner(s): GENE C HILDRETH JR)

AND;

THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., LYING NORTH AND EAST OF A LINE BEGINNING 1,146.74 FEET NORTH AND 75 FEET EAST OF THE SW CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE S83°00'E, 198 FEET; THENCE S00° 00'E, 240 FEET; THENCE N90°00'E, 410 FEET; THENCE S00°00'E, 575.53 FEET, THENCE EAST TO THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, ALL NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD. (Owner(s): A BYRON & CHERYL C. GUSTAFSON)

AND;

THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): BK LINNEMEYER TRUST, KELLI K & BRIAN K LINNEMEYER)

AND;

THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): BK LINNEMEYER TRUST, KELLI K & BRIAN K LINNEMEYER)

#### **LAYMAN'S DESCRIPTION:**

Approximately 345.1 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

**WHEREAS**, it was understood by the applicants that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate were to be installed at the sole expense of the developer of said real estate; and

**WHEREAS**, it appears that the owners are the only titleholders of the respective, above-described real estate; and

**WHEREAS**, in order to avoid the creation of islands or to create more uniform boundaries, the City, based on its authority in Section 368.7 State Code of Iowa, as amended, has chosen to annex the following described real estate;

**LEGAL DESCRIPTION:**

EXCEPT THE EAST 45 FEET AND THE WEST 25 FEET OF THE EAST 70 FEET OF THE NORTH 650.8 FEET OF THE SOUTH 864.2 FEET – BEGINNING 41.3 FEET NORTH OF THE SOUTHEAST CORNER, THENCE NORTH 822.9 FEET, THENCE WEST 609.8 FEET, THENCE SOUTH 396.4 FEET, THENCE WEST 703 FEET, THENCE SOUTH 406.8 FEET, THENCE EAST 721 FEET, THENCE SOUTH 25 FEET, THENCE EAST 585.9 FEET TO THE POINT OF BEGINNING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5<sup>TH</sup> P.M., POLK COUNTY, IOWA. (Owner(s): JASON & LINDA WATTONVILLE)  
AND;  
LOT 4 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): GRANT T & JODI GOLDSBERRY)  
AND;  
LOT 3 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): TIMOTHY A & PATRICIA R VOGEL)  
AND;  
LOT 2 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): JEREMY & TERESA NEFZGER)  
AND;  
OUTLOT Z IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): JEREMY & TERESA NEFZGER)  
AND;  
ONE ACRE IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST, BEING 11 RODS NORTH AND SOUTH AND 14 AND 6/11THS RODS EAST AND WEST, WEST OF THE 5<sup>TH</sup> P.M., POLK COUNTY, IOWA. (Owner(s): DRA PROPERTIES LLC)  
AND;  
LOT 1 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. (Owner(s): DENNIS M GIBSON)  
AND;  
OUTLOT W IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. (Owner(s): DENNIS M GIBSON)  
AND;  
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5<sup>TH</sup> P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1860.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'00" EAST, A DISTANCE OF 606.92 FEET; THENCE S90°00'00" EAST, A DISTANCE OF 75.00 FEET; THENCE S83°00'00" EAST, A DISTANCE OF 198.00 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 240.00 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 410.00 FEET; THENCE S00°00'00" EAST, A DISTANCE OF 277.36 FEET; THENCE S82°24'19" WEST, A DISTANCE OF 502.50 FEET; THENCE N89°41'27" WEST, A DISTANCE OF 183.43 FEET TO THE POINT OF BEGINNING. (Owner(s): BOBBY R MASON JR & VALERIA J MASON)

**LAYMAN'S DESCRIPTION:**

Approximately 77.06 (+/-) acres of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126<sup>th</sup> Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

**WHEREAS**, Section 368.5, Code of Iowa, provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of the adjacent road.

**WHEREAS**, the non-petitioning property owners of the above parcels have been notified 14 days prior to the date of this resolution by certified mail; and

**WHEREAS**, each owner of property that adjoins the territory, the Chairperson of the County Board of Supervisors, all non-consenting owners of property and each public utility which serves the area have been notified 14 business days prior to the date of this resolution by regular mail; to the Chairperson of the County Board of Supervisors and the Iowa Attorney General, Polk County Attorney, the Metropolitan Planning Organization, Regional Planning Authority, all affected public utilities, all non-consenting landowners and each city within two miles of the territory have been notified 14 business days prior to the date of this resolution by certified mail and, further, notice of the proposed annexation was published at least 10 business days prior to the date of this resolution.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny Iowa, that the above-described real estate should be annexed and is hereby annexed to and made a part of the City of Ankeny, Iowa, subject only to its approval by the City Development Board in accordance with Iowa Code Section 368.7(1).



**BE IT FURTHER RESOLVED** by the City Council of the City of Ankeny, Iowa, that the City Clerk is hereby authorized to obtain from the Iowa Secretary of State an acknowledgment of its receipt of the herein-referred to map and resolution and the City Clerk is hereby authorized and directed to certify, upon the completion of such acts, the filing of the copies of map and resolution with the Polk County Recorder and the filing of the copies of the resolution, map and legal description of the territory involved with the Iowa Department of Transportation, all as provided in the Code of Iowa.

**PASSED AND APPROVED** this 16<sup>th</sup> day of October, 2023.

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Mark E. Holm, Mayor

ATTEST:

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Michelle Yuska, City Clerk



*Plan and Zoning Commission  
Staff Report*

*Meeting Date: August 22, 2023*

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**Agenda Item:** Hope Kimberley 2.0 - 80/20 Voluntary Urbanized Annexation  
**Report Date:** August 16, 2023  
**Prepared By:** Jake Heil *ESC*  
Associate Planner

**Recommendation:**

That the Plan and Zoning Commission recommend that City Council approve the Hope Kimberley 2.0 80/20 Voluntary Urbanized Annexation.

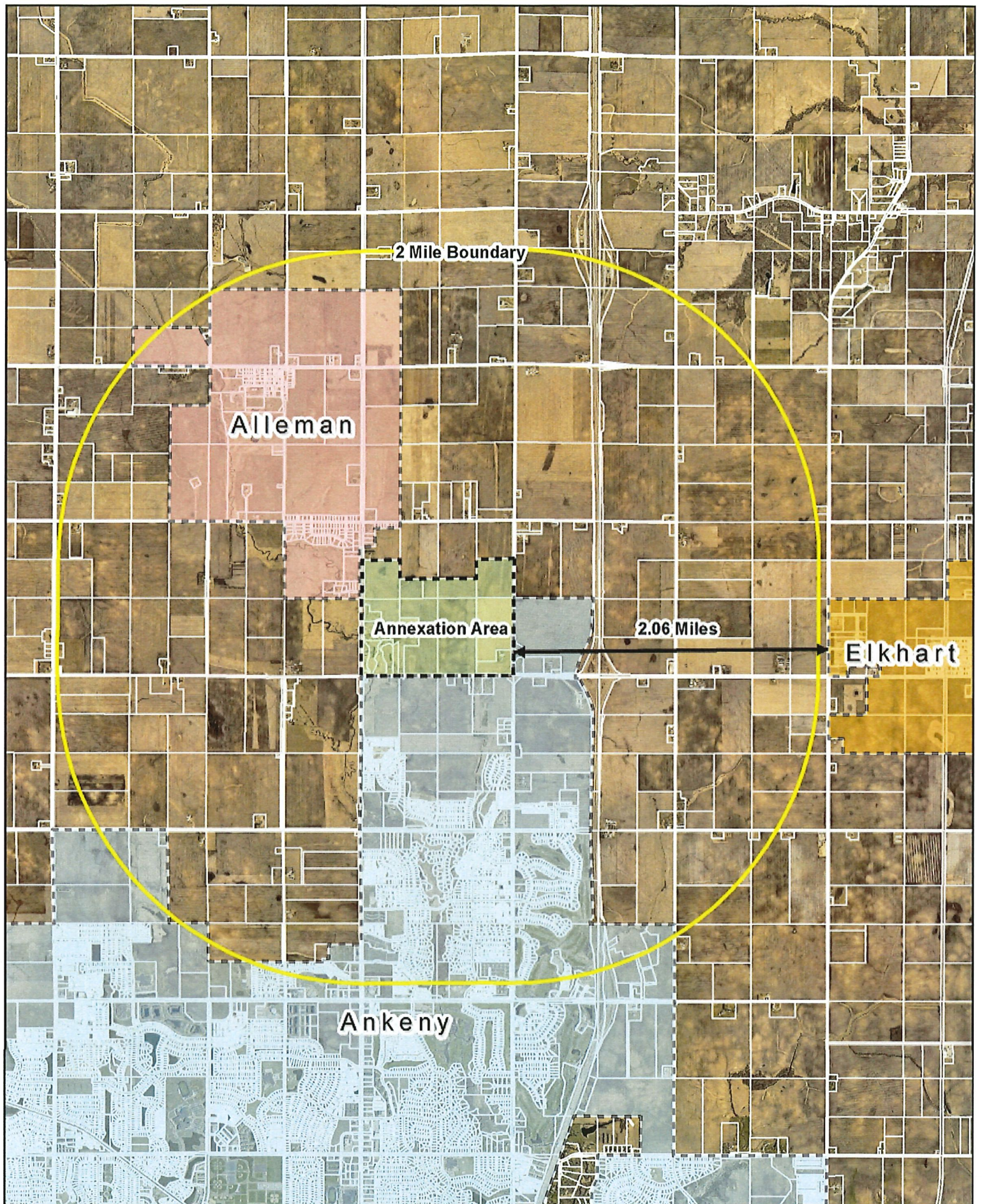
**Discussion:**

The City of Ankeny has received a request for annexation of certain territory adjacent to the City's northeastern boundary, generally located north of NE 126th Avenue, west of NE Delaware Avenue and east of N Ankeny Boulevard. The annexation area is located within two miles of the City of Alleman, which per Iowa Code, classifies the request as an urbanized annexation. The annexation territory encompasses approximately 422.15 acres (+/-), 345.63 acres (+/-) of which are owned by property owners who have signed a petition consenting to the annexation, while 76.52 acres (+/-) are owned by property owners who have not signed a petition consenting to the annexation. The non-consenting properties are included in the annexation request to avoid the creation of islands and to provide for uniform boundaries, which is required by Iowa Code. Approximately 12.51 acres (+/-) of public road right-of-way are included in the annexation as well, as the City is required to incorporate any and all county road right-of-way to the centerline of the adjacent road.

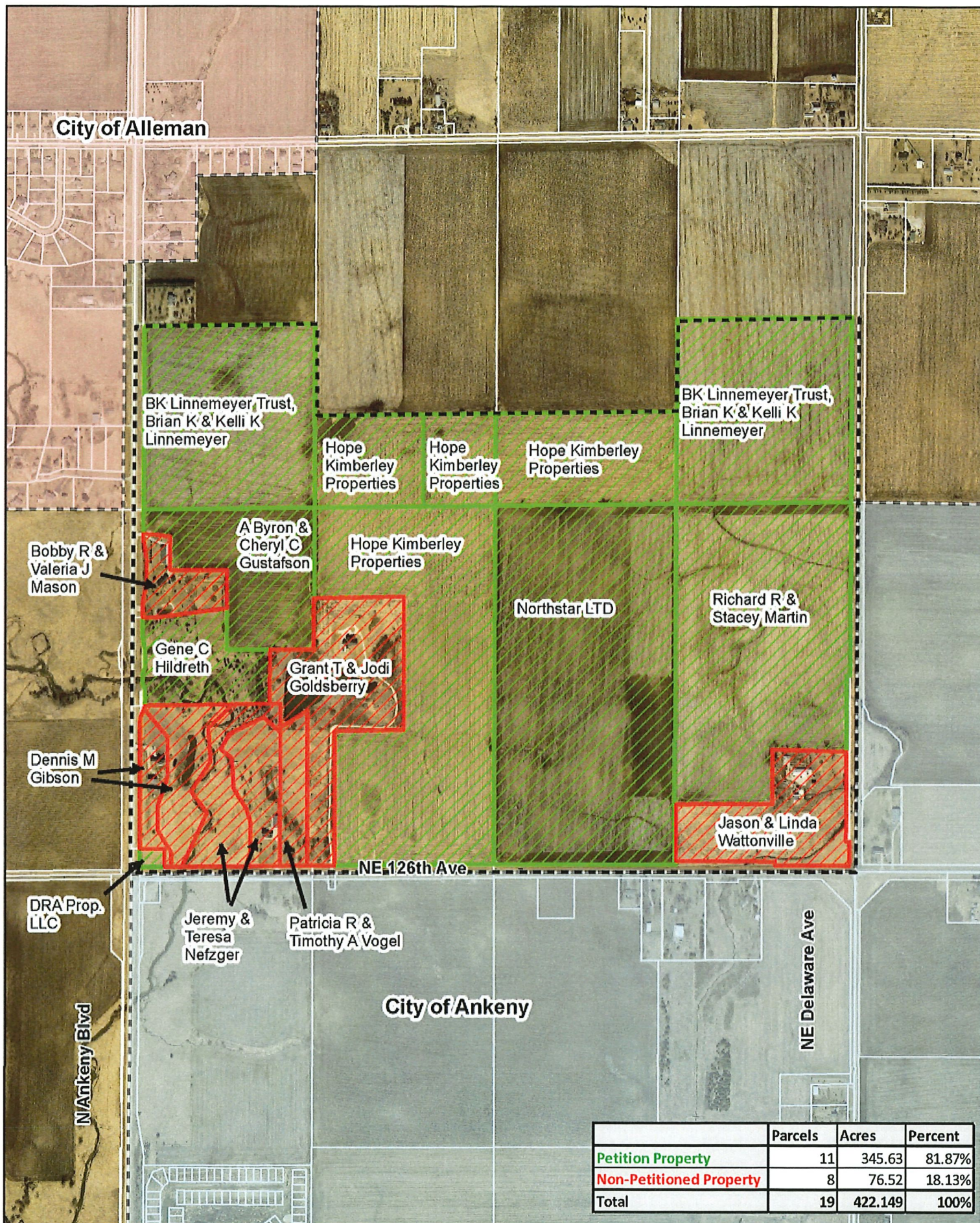
At this time, 11 of the 19 properties included in the proposed annexation have provided petitions consenting to the request. If petitions are not received for all 19 properties, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners to avoid the creation of islands and to create uniform boundaries. The current petitioned land area is approximately 345.63 acres (+/-), which equals 81.87% of the 422.15 (+/-) total calculated acres, excluding Polk County road right-of-way. The land area of the eight non-petitioned properties total 76.52 acres (+/-), equaling 18.13% of the calculated land area, excluding Polk County road right-of-way.

The annexation area is identified in The Ankeny Plan 2040 Comprehensive Plan as being suitable for Low-Density Residential (LDR), Medium Density Residential (MDR) and Neighborhood Mixed Use (NMU). If the annexation request is approved by the City Development Board, it will be initially zoned R-1, One-Family Residence District, consistent with all newly incorporated properties into the City of Ankeny. A map has been included to show the annexation area in relation to Ankeny's Corporate Limits.



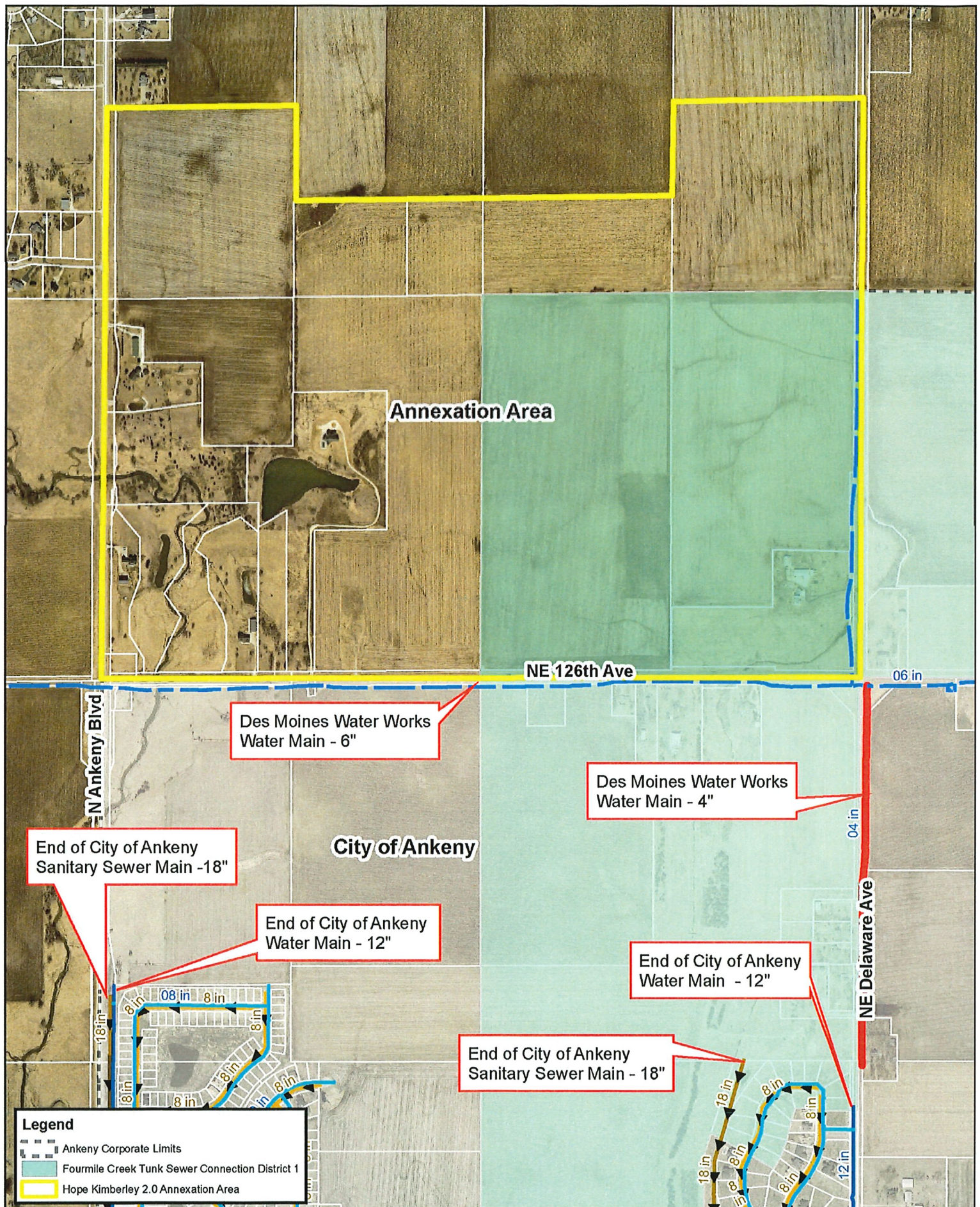






	Parcels	Acres	Percent
Petition Property	11	345.63	81.87%
Non-Petitioned Property	8	76.52	18.13%
Total	19	422.149	100%





**Legend**

- Ankeny Corporate Limits
- Fourmile Creek Tunk Sewer Connection District 1
- Hope Kimberley 2.0 Annexation Area

N  
 1 inch = 850 feet  
 Date: 8/17/2023

**Hope Kimberley 2.0  
 80/20 Voluntary Urbanized Annexation  
 Utility Map**





**A. Consenting Property Owners' Petitions:**

The City of Ankeny received written voluntary annexation petitions from the following property owners:

<b>Consenting Properties</b>	<b>Acreage</b>
1: Richard R & Stacey Martin	57.895
2: Northstar LTD	78.18
3: Hope Kimberley LLC	60.51
4: Hope Kimberley LLC	12
5: Hope Kimberley LLC	8
6: Hope Kimberley LLC	20
7: BK Linnemeyer Trust, Brian K & Kelli K Linnemeyer	37.73
8: BK Linnemeyer Trust, Brian K & Kelli K Linnemeyer	38.636
9: A Byron & Cheryl C Gustafson	20.21
10: DRA Properties LLC	0.54
11: Gene C Hildreth Jr.	11.928
<b>Total Consenting Property Acreage</b>	<b>345.629</b>

**B. General Statement of Proposal / Integration of Smart Planning Principles:**

This 80/20 voluntary urbanized annexation is in accordance with the Ankeny Plan 2040 Comprehensive Plan, which was developed with consideration to the Smart Planning Principles of Chapter 18B of the Iowa Code.

The Ankeny Plan 2040 is a Comprehensive Plan with goals and objectives that establish the community's vision for the future. It does not dictate how the community is to be developed, but it is meant to outline a possible future that could occur over time through the use of planning and investment policies, and regulatory tools. The Comprehensive Plan contains policy goals for many aspects of the community including land use, transportation, housing, parks and open space, infrastructure, community facilities and economic development. The Ankeny Plan's 2040 goals are as follows:

1. Ensure that growth occurs within the context of new "neighborhoods", and not separate disconnected developments.
2. Provide infrastructure investments that correspond to the community's growth potential.
3. Ensure that new development is marked by attractive design and contributes to the community's character.
4. Ensure that development within Ankeny and on Ankeny's periphery demonstrates environmentally responsibility and adheres to the City's long-term growth goals.
5. Maintain the unique, separate character of the City, while acknowledging Ankeny's increasing important role as a member of the metropolitan Des Moines community.
6. Assure that the transportation system is adequate to meeting future demands.
7. Maintain variety in the City's housing stock, with dwelling units affordable to a variety of income levels and age groups.
8. Provide additional opportunities for commercial, industrial, and small business growth and ensure appropriate location in accordance with the City's overall transportation and land use plan.
9. Encourage the development of an interconnected system of parks, trails and civic parkways and maintain a high level of service for recreational facilities as new neighborhoods emerge.

10. Promote the emergence of Ankeny as a major employment center within the area by stimulating growth in office, industrial and business park development.
11. Strengthen Ankeny's traditional City Center and civic campus as the focus of the community.
12. Promote a sense of community and premier quality of life as growth occurs.
13. Seek opportunities for collaboration between the City and the Ankeny Community School District to address growth and quality of life issues in Ankeny.

This annexation furthers the foregoing goals, adds land to the City of Ankeny's developable land inventory, and assures compact, efficient development to urbanized standards.

### **C. Current and Projected Land Uses:**

The annexation area is currently identified in the Comprehensive Plan as primarily Low Density Residential with an area of Neighborhood Mixed Use and Medium Density Residential located west of NE 22nd Street and north of NE 126th Avenue. The Ankeny Plan 2040 defines those uses as the following:

- ***Low Density Residential:*** This land use category is dominated by single-family detached dwellings with a typical density of 1 to 5 dwelling units per acre and may include the continuation of existing agricultural operations. Typical lot sizes will range from 7,500 to 15,000 sq. ft. Lots should include public or private street frontage and driveway access and may also be served by an alleyway. Development in this area may include residential clustered developments; religious, educational, and institutional uses and structures; and public and private parks and recreational areas and structures.
- ***Medium Density Residential:*** This land use category is designed for single family dwelling units that are detached or attached horizontally to one or more units, typically referred to as cottage homes, townhomes, and rowhouses. Densities range from 5 to 12 dwelling units per acre. Land uses may also include single-family detached dwellings, 'tiny home' developments (planned communities with single-family detached homes that are generally less than 500 square feet in total floor area); residential clustered developments; religious, educational, and institutional uses and structures; and public and private parks and recreation areas and structures. This land use category can serve as a transition between low density and high-density land uses.
- ***Neighborhood Mixed Use:*** This land use category is designed to provide flexibility in uses and building design in an area that can accommodate either mixed-use or single-use buildings and developments. Allowable uses include multi-family residential, office, and retail as well as convenience stores, fast-foot restaurants, and other uses with vehicle drive-up and drive-thru services. Buildings may be three stories in height with shared off-street surface or structured parking. The area is meant to provide a buffer or transition between commercial and residential developments. Possible uses include coffee shops, fast-food restaurants, or small-offices.

The proposed annexation area consists of single-family residential and agricultural land uses. If annexed, the properties will be initially zoned R-1, One-Family Residence District, as is all newly annexed land. The current land uses may continue in their current capacities; however, any proposed development or redevelopment must align with the allowable uses in the R-1 zoning district (single-family residential, churches, schools, public facilities, or non-retail agricultural uses). If a property is to be developed as anything not allowed in the R-1 zoning district, appropriate rezoning will be required. Development concepts will be evaluated as part of the rezoning and platting processes to ensure that proposed development plans align with the Comprehensive Plan. Any proposed changes to the future land uses identified in the Comprehensive Plan would require a land use plan amendment prior to consideration for rezoning.

#### **D. Current Municipal Services:**

The City of Ankeny presently provides no municipal services (other than fire and EMS) to the annexation territory, but has the immediate fiscal and physical capability of extending substantial municipal services to the annexation territory.

#### **E. Reasons for Annexation:**

##### **1. City Council annexation policy.**

The City Council has adopted a policy document regarding the annexation of land into the City of Ankeny, requiring all annexations to be consistent with Comprehensive Plan of the City. These annexation policies set forth a framework for managing the growth of the City of Ankeny. The primary goal of these policies is to ensure that adequate land is available to accommodate future growth, while allowing for efficient delivery of public services in a manner that is most beneficial to the current and future citizens of the community. The relevant policy statements are discussed below:

##### **d. Comprehensive planning and zoning.**

- I. Ankeny will consider annexations within the urban growth area established in the Ankeny Comprehensive Plan.

This policy means that the City will consider annexations if the land is located within the urban growth area of the Comprehensive Plan, which is defined as the Planning Boundary on the Future Land Use Map of the Comprehensive Plan. As previously indicated, the annexation area is located within the City's Planning Boundary.

##### **e. Extension of services.**

- I. Ankeny will support extensions of public water and sewer services within the urban growth area that are consistent with...applicable studies authorized and/or adopted by the Ankeny City Council.
- V. The City of Ankeny will use development policies such as utility extension policies and development fees to encourage growth consistent with the City's ability to effectively manage such growth.

The City will utilize tools such as the infrastructure extension requirements of the City's Subdivision Ordinance and financing mechanisms via connection fee districts or development agreements when making annexation decisions to encourage orderly growth. The annexation area is adjacent to existing public infrastructure which can be extended to serve the area.

##### **2. The City of Ankeny has a need for developable land.**

The City of Ankeny has experienced significant residential, commercial, and industrial growth throughout the city, as the population of Ankeny has exceeded 70,000. The Ankeny Plan 2040 Comprehensive Plan identifies an estimated total of 4,713 to 9,828 acres of developable land to accommodate the future growth of Ankeny. In 2022, the City of Ankeny recorded 30 plats creating 749 lots on 493 acres, permitted 1133 new dwelling units and 34 new commercial and industrial buildings, and added \$528,705,923 in valuation. While the northeastern quadrant is comprised primarily of residential, community commercial, neighborhood mixed use, and office business park land uses, the



Ankeny Plan 2040 still identifies the northeastern quadrant of Ankeny as a suitable area to further fill the need for residential land over the next decade.

**3. The annexation territory is in accord with Smart Planning Principles integrated into The Ankeny Plan 2040 Comprehensive Plan.**

This annexation is in accordance with the Ankeny Plan 2040 Comprehensive Plan, which takes into consideration the Smart Planning Principles of Chapter 18B of the Iowa Code.

**4. The City of Ankeny has fiscal and physical capabilities of providing municipal services to the annexation territory.**

Consistent with the foregoing, the City of Ankeny has the fiscal and physical capabilities of providing substantial municipal services to the annexation territory:

**a. Sanitary Sewer:**

Existing sanitary sewer via the City of Ankeny is shown on the provided utility map. Currently, the City has an 18" sanitary trunk main that exists along the creek on the west side of NE Delaware Avenue, this line will serve the newly created Fourmile Creek Trunk Sewer Connection District 2. This area includes a majority of this annexation west of NE Delaware Avenue. Additionally, the City of Ankeny is currently constructing a sanitary trunk sewer along N Ankeny Boulevard, this would serve the western most portion of the annexation.

All sanitary sewer constructed within a development is the responsibility of the developer. Other sanitary sewer trunk mains that are extended to serve future development are often installed through connection fee districts. The established connection fees for the Fourmile Creek Trunk Sewer Connection District 2 are outlined below:

Effective Date	Sewer Connection Fee (per acre – 1 acre minimum)
Prior to and through December 31, 2021	\$1,015
January 1, 2022	\$1,029
January 1, 2023	\$1,043
January 1, 2024	\$1,057
January 1, 2025	\$1,071
January 1, 2026 and thereafter	To be re-evaluated

**b. Water:**

Currently the City of Ankeny has 12" water mains installed along NE Delaware Avenue, to approximately NE 61<sup>st</sup> Street in Kimberley Estates, and along N Ankeny Boulevard to approximately NE 62<sup>nd</sup> Street in Courtyards at Harvest Ridge. These current water mains along with the County or Des Moines Water Works water mains are shown on the provided utility map. These water mains will be extended into the annexation area to serve the future development at such time as this area develops. The developer is responsible for the construction of all water mains within their developments. The City will participate in cost sharing, paying for the over-sizing of water mains, for those mains to be installed that are 12" or larger and serve areas beyond the development. Also, larger water mains that are not located within a development but are extended to serve development are often installed through a connection fee district.

**c. Law Enforcement:**

Ankeny has a professional law enforcement department headed by the Police Chief, and supported by a Criminal Division comprised of 1 captain, 1 lieutenant, 8 detectives, 1 police technician, 1 records supervisor, and 5 records clerks and the Operations Division comprised of 1 captain, 2 lieutenants, 5 sergeants, 34 police officers and 3 community service officers. The Criminal Division provides crime scene response and investigation, and records requests, and the Operations Division provides basic police services while responding to calls for service.

The annexation area can be expected to develop with low-density residential. The additional territory will impact police coverage areas, as does all new development. Members of the Ankeny Police Department regularly attend Technical Review Committee meetings, and coordinate with the Community Development Staff on design concerns. It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

**d. Fire and EMS:**

All employees of the Ankeny Fire Department are public safety professionals who are trained in fire suppression, rescue and emergency medical services. The Fire Department provides Advanced Life Support (ALS) ambulances, fire suppression, extraction, boat-based water rescue, fire investigation, and other services 24 hours a day, 7 days per week via 3 fire stations. The Ankeny Fire Department's Emergency Medical Services Division provides Basic Life Support and Advanced Life Support service to the City of Ankeny, City of Alleman, City of Elkhart, and the surrounding area.

This annexation territory is currently located within the City of Ankeny Fire Protection District. A water system designed to provide fire flows and domestic service will be extended throughout the area as it is developed. It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

**e. Public Works:**

The City of Ankeny has a fully staffed Public Works Department consisting of a Director and 44 full-time employees. The Public Works Department is comprised of Roadway Engineering, Operations, Storm Water and Environmental, and Traffic Engineering. The Ankeny Public Works Department provides the residents, businesses and visitors with safe, reliable and clean infrastructure that is maintained in an economical and efficient manner. That is accomplished through comprehensive annual programs that include: public improvement construction plans, street pavement preservation and maintenance, storm water and drainage, recycling events, snow and ice removal, street cleaning, and traffic control maintenance. Ankeny has a full complement of trucks, tractors, loaders, mowers and other equipment necessary to assure Ankeny's roads and public ways are properly maintained.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

**f. Community Development:**

The City of Ankeny has a fully staffed Community Development Department consisting of a Director and 25 full-time employees. The Community Development Department is comprised of building, planning, permitting, rental housing, code enforcement and other related staff. These departments will oversee development of the annexation territory in accordance with the City's comprehensive plan and applicable ordinances. The Community Development Department's mission is to ensure that Ankeny is recognized as a safe and sustainable community. This ongoing effort is accomplished by managing city development in accordance with the Municipal Code, the Ankeny Comprehensive Plan, Plan and Zoning Commission recommendation and City Council policy; and by enforcing adopted construction, zoning, subdivision, housing and nuisance codes and ordinances.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

**g. Municipal Utilities:**

The City of Ankeny has a fully staffed Municipal Utilities Department consisting of a Director and 35 full-time employees. The Municipal Utilities Department is comprised of Development Engineering, Wastewater Utility, and Water Utility. These departments oversee the technical review process for private development within the City of Ankeny corporate limits, maintenance activities associated with wastewater collection system including two lift stations, activities related to the delivery of drinking water; including storage, pump stations and water mains.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

**h. Library, Parks & Recreation:**

The City of Ankeny has amenities such as the public library, multiple parks, the Albaugh Family Senior Center, and numerous recreation programs administered by the City's Parks and Recreation Department, which enhance the quality of life in Ankeny. The Parks and Recreation Department is staffed by a Director and 35 full-time employees, and the Library is staffed by a Director and 22 employees.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

**i. Fiscal:**

The City of Ankeny's bond rating is Aa1, and is currently bonded to 34% of its total bondable capacity. This high rating is due to its rapidly growing tax base; healthy financial profile characterized by prudent management, strong reserve levels, and significant revenue raising flexibility; elevated debt profile; and manageable exposure to unfunded pension liabilities based on participation in two statewide cost-sharing plans. These efforts recognized the City of Ankeny with the Distinguished Budget Presentation Award for fiscal year July 1, 2020. Ankeny's general fund levy of \$6.05 per \$1,000 of taxable property valuation remains the lowest of any sizable city in Polk County, and is significantly below the \$8.10 statutory cap. Ankeny has a property tax levy of \$9.95 per \$1,000 of taxable property valuation, which is the lowest among the largest Iowa cities. Ankeny's FY22 budget marks the eighth straight year of property tax levy reductions. The City of Ankeny is professionally managed, fiscally sound, and has the fiscal wherewithal to provide substantial municipal services to the annexation territory.

**F. Urban Services Agreement and Boundary:**

The City of Ankeny currently has an urban service agreement with Polk City. This agreement is west of the City limits and would not apply to this annexation area. No other 28E agreements or annexation moratorium agreements would be breached by virtue of this annexation.

**G. Combined Legal Descriptions:**

The composite legal description of the annexation territory is listed in the annexation map included with this report. The annexation includes all abutting road right-of-way to the centerline of the adjacent road, specifically NE 126<sup>th</sup> Avenue, NE 22<sup>nd</sup> Street and NE14th Street.

**H. Polk County Auditor Verification:**

The City of Ankeny provided copies of the landowners' annexation petitions and legal descriptions, as well as a composite legal description of the entire annexation territory to the Polk County Auditor. The provided documents are under review and will be finalized prior to the City Council public hearing on the annexation.

**I. Maps of the Annexation Territory and Two-Mile Notification Requirement:**

The annexation territory is located within two miles of the urbanized area of the City of Alleman, lying adjacent to Alleman's corporate limits. In relation to other nearby cities, the annexation area is located approximately 2.06 miles away from Elkhart's corporate limits.

**J. State-Owned and County-Owned Right-of-Way:**

The annexation territory contains no State of Iowa right-of-way, but does contain approximately 12.51 acres (+/-) of Polk County right-of-way.

**K. Certification of Compliance with Other Notice Requirements:**

A consultation meeting is scheduled to be held on August 24, 2023. Notice of the meeting was sent via certified mail to the Polk County Board of Supervisors and Lincoln Township Trustees; and by regular mail to Polk County Planning & Development, North Polk Community School District, and Ankeny Community School District. Written comments regarding the proposed annexation may be received by staff within seven days following the meeting.

**L. Transition of Taxes:**

The City of Ankeny is not offering property tax abatement with this annexation.

**M. Identification of Non-Consenting Property Owners and Legal Descriptions:**

The representation of non-consenting properties is outlined in the following table and legal descriptions below:

<b>Non-Consenting Properties</b>	<b>Acreage</b>
1: Jason & Linda Wattonville	16.93
2: Grant T & Jodi Goldsberry	22.55
3: Patricia R & Timothy A Vogel	4.86
4: Jeremy & Teresa Nefzger	6.99
5: Jeremy & Teresa Nefzger	8.14
6: Dennis M Gibson	7.852
7: Dennis M Gibson	3.828
8: Bobby R Mason Jr & Valeria J Mason	5.37
<b>Total Non-Consenting Property Acreage</b>	<b>76.52</b>

**LEGAL DESCRIPTIONS:**

**1. JASON & LINDA WATTONVILLE**

POLK COUNTY DISTRICT/PARCEL NUMBER: 250/00321-003-000

LEGAL DESCRIPTION:

EXCEPT THE EAST 45 FEET AND THE WEST 25 FEET OF THE EAST 70 FEET OF THE NORTH 650.8 FEET OF THE SOUTH 864.2 FEET – BEGINNING 41.3 FEET NORTH OF THE SOUTHEAST CORNER, THENCE NORTH 822.9 FEET, THENCE WEST 609.8 FEET, THENCE SOUTH 396.4 FEET, THENCE WEST 703 FEET, THENCE SOUTH 406.8 FEET, THENCE EAST 721 FEET, THENCE SOUTH 25 FEET, THENCE EAST 585.9 FEET TO THE POINT OF BEGINNING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5<sup>TH</sup> P.M., POLK COUNTY, IOWA.

AREA OF PROPERTY 16.93 ACRES.

**2. GRANT T & JODI GOLDSBERRY**

POLK COUNTY DISTRICT/PARCEL NUMBER: 250/00514-504-000

LEGAL DESCRIPTION:

LOT 4 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA.

AREA OF PROPERTY 22.55 ACRES.

**3. TIMOTHY A & PATRICIA R VOGEL**

POLK COUNTY DISTRICT/PARCEL NUMBER: 250/00514-503-000

LEGAL DESCRIPTION:

LOT 3 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA.

AREA OF PROPERTY 4.86 ACRES.

4. **JEREMY & TERESA NEFZGER**

POLK COUNTY DISTRICT/PARCEL NUMBER: 250/00514-502-000

LEGAL DESCRIPTION:

LOT 2 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA.

AREA OF PROPERTY 6.99 ACRES.

5. **JEREMY & TERESA NEFZGER**

POLK COUNTY DISTRICT/PARCEL NUMBER: 250/00514-508-000

LEGAL DESCRIPTION:

OUTLOT Z IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA.

AREA OF PROPERTY 8.14 ACRES.

6. **DENNIS M GIBSON**

POLK COUNTY DISTRICT/PARCEL NUMBER: 250/00514-501-001

LEGAL DESCRIPTION:

LOT 1 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394.

AREA OF PROPERTY 3.828 ACRES.

7. **DENNIS M GIBSON**

POLK COUNTY DISTRICT/PARCEL NUMBER: 25000514-505-001

LEGAL DESCRIPTION:

OUTLOT W IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112.

AREA OF PROPERTY 7.852 ACRES.

8. **BOBBY R MASON JR & VALERIA J MASON**

POLK COUNTY DISTRICT/PARCEL NUMBER: 250/00317-001-001

LEGAL DESCRIPTION:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1860.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'00" EAST, A DISTANCE OF 606.92 FEET; THENCE S90°00'00" EAST, A DISTANCE OF 75.00 FEET; THENCE S83°00'00" EAST, A DISTANCE OF 198.00 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 240.00 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 410.00 FEET; THENCE S00°00'00" EAST, A DISTANCE OF 277.36 FEET; THENCE S82°24'19" WEST, A DISTANCE OF 502.50 FEET; THENCE N89°41'27" WEST, A DISTANCE OF 183.43 FEET TO THE POINT OF BEGINNING.

AREA OF PROPERTY 5.37 ACRES.

**N. Parcel Acreage and Percentage of Consenting, Non-Consenting, and Public Right-of-Way:**

The following table outlines the acreage of each property, as well as road right-of-way, within the annexation territory:

<b>Consenting Properties</b>	<b>Acreage</b>
1: Richard R & Stacey Martin	57.895
2: Northstar LTD	78.18
3: Hope Kimberley LLC	60.51
4: Hope Kimberley LLC	12
5: Hope Kimberley LLC	8
6: Hope Kimberley LLC	20
7: BK Linnemeyer Trust, Brian K & Kelli K Linnemeyer	37.73
8: BK Linnemeyer Trust, Brian K & Kelli K Linnemeyer	38.636
9: A Byron & Cheryl C Gustafson	20.21
10: DRA Properties LLC	0.54
11: Gene C Hildreth Jr.	11.94
<b>Total Consenting Property Acreage</b>	<b>345.641</b>
<b>Non-Consenting Properties</b>	<b>Acreage</b>
1: Jason & Linda Wattonville	16.93
2: Grant T & Jodi Goldsberry	22.55
3: Patricia R & Timothy A Vogel	4.86
4: Jeremy & Teresa Nefzger	6.99
5: Jeremy & Teresa Nefzger	8.14
6: Dennis M Gibson	7.852
7: Dennis M Gibson	3.828
8: Bobby R Mason Jr & Valeria J Mason	5.37
<b>Total Non-Consenting Property Acreage</b>	<b>76.52</b>
<b>Total Annexation (minus road right-of-way)</b>	<b>422.161</b>
<b>Polk County Road Right-of-Way</b>	<b>12.51</b>
<b>Total Annexation Acres</b>	<b>434.671</b>

**O. Map of Annexation Territory Related to the City of Ankeny:**

Maps included depict the annexation territory, consenting landowners, public right-of-way, and the relationship of the annexation territory to Ankeny and surrounding cities.

**P. Property Taxes:**

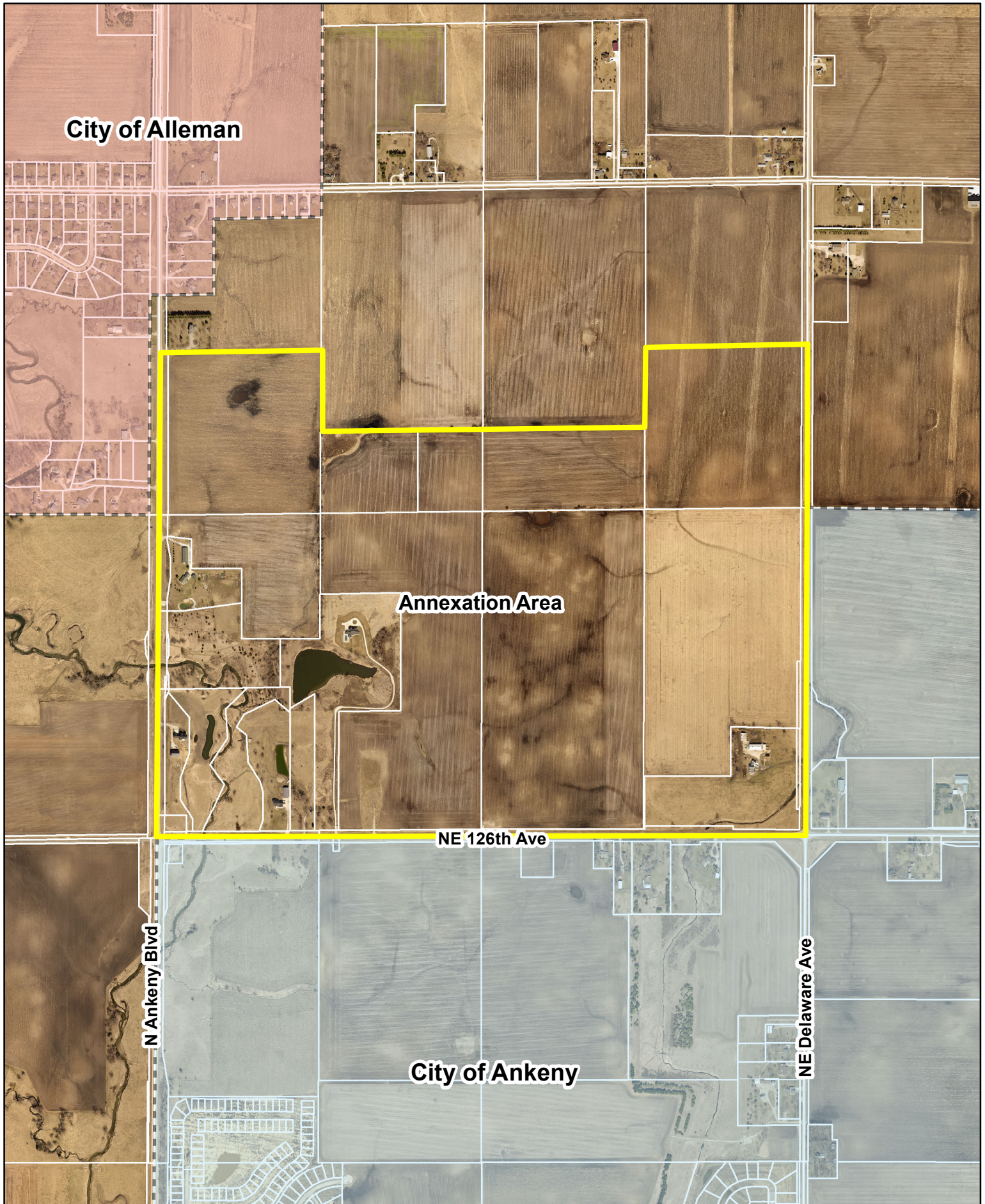
The following table sets forth an example of the property tax implications between Polk County and the City of Ankeny for a current residential property with an assessed valuation of \$150,000. The City of Ankeny will not be offering any property tax abatement with this annexation.

Jurisdiction	Valuation	Gross Tax
Polk County	\$150,000	\$3,010.05*
City of Ankeny	\$150,000	\$3,368.50*
*These numbers are an example and for reference only.		

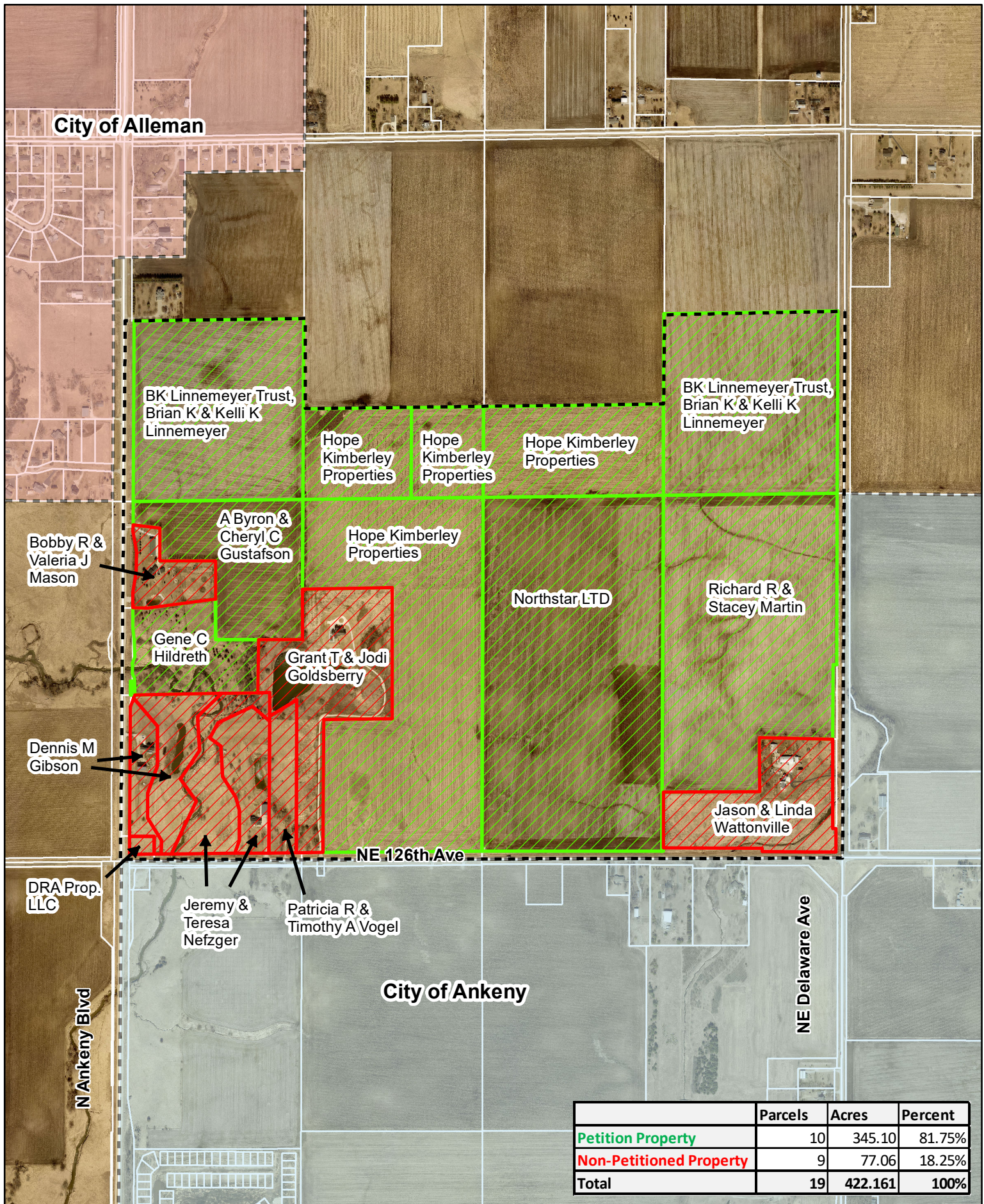
**Q. Impact on Other Governmental and Quasi-Governmental Entities:**

If the annexation is approved, there will be no impact on any other governmental or quasi-governmental entities, except that the public water supply services will be transitioned from Des Moines Water Works to the City of Ankeny in accordance with the agreement for the transition of such services.









N



1 inch = 900 feet

Date: 10/13/2023

**Hope Kimberley 2.0**  
**80/20 Voluntary Urbanized Annexation**  
**Petitioned Property & Ownership**





RECEIVED

NOV 18 2022

CITY OF ANKENY

## ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. Attached hereto, is a plat of such territory showing the situation thereof with reference to the existing limits of the City.

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned Approx 4 Parcels totaling approx 100.51 Acres located

North of NE 126th Street between HWY 69 & NE Delaware Ave.

Legal Description (if necessary, provide attachment) \_\_\_\_\_

Outlot X Four Mile Four (Parcel # 250/00514/506/000) in Polk County;

and EX E 8 A - S 1/2 SE 1/4 NW 1/4 SEC 25-81-24 (Parcel # 250/00314-001-000) in Polk County;

and EX E 8 A S 1/2 SE 1/4 NW 1/4 SEC 25-81-24 (Parcel # 250/00314-002-000) in Polk County;

and S 1/2 SW 1/4 NE 1/4 SEC 25-81-24 (Parcel # 250-00311-006-000).

Property Owner(s): Hope Kimberley, LLC

Address: 2785 N. Ankeny Blvd. Suite 22 Ankeny, IA 50023

Address: \_\_\_\_\_

Phone #: 515-963-8335

Signed by: William Kimberley, Manager

Date: 11-16-2022

Property Owner Signature \*

William Kimberley, Manager

Name (Print/Type)

Date: \_\_\_\_\_

Property Owners Signature

Name (Print/Type)

Date: \_\_\_\_\_

Property Owners Signature

Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 16 day of November, 20 22, before me, a Notary Public in and for Polk County, personally appeared William Kimberley, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for Polk County, personally appeared \_\_\_\_\_, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

On this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_, before me, a Notary Public in and for Polk County, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that that person is the \_\_\_\_\_ (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that \_\_\_\_\_, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact William Kimberley  
Address: 2785 N. Ankeny Blvd Suite 22 Ankeny, IA 50023  
Phone #: 515-208-2101 or 515-963-8335  
Signed by: William Kimberley Date: 11-16-2022  
Applicant/Contact  
William Kimberley  
Name (Print/Type)

\*If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.

In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.

If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

**The Annexation Application will not be considered complete  
unless it complies with all the submittal requirements.**

**CONSENT AND MINUTES IN LIEU OF THE  
FIRST ORGANIZATIONAL MEETING OF  
THE MEMBERS OF  
HOPE KIMBERLEY, L.L.C.**

WHEREAS, the undersigned Members of Hope Kimberley, L.L.C., an Iowa limited liability company (the "Company"), desire that the action described in the following resolutions shall be taken;

NOW, THEREFORE, the undersigned, being all of the Members of Hope Kimberley, L.L.C., hereby consent to the taking of the action expressed in the following resolutions and hereby adopt the same, all as of the date hereof.

BE IT RESOLVED, that the Operating Agreement of the government of the Company, submitted to and reviewed by the Members, is hereby adopted as the Operating Agreement of the Company.

BE IT RESOLVED, that William B. Kimberley and Reza Kargarzadeh are each appointed as a Manager of the Company and shall serve in that capacity until successors are elected in accordance with the Operating Agreement.

BE IT RESOLVED, That the following persons are appointed to the offices designated below until their successors are duly elected and have qualified, or they are otherwise removed in accordance with the provisions of the Company's Operating Agreement:

<u>Name:</u>	<u>Office:</u>
Reza Kargarzadeh	President
William B. Kimberley	Vice-President
Jenna Kimberley	Vice-President
Tim Day	Secretary
Jordan Kramer	Treasurer
Vern Boersma	Vice-President

In connection with these positions, the above-named persons shall have authority to execute documents on behalf of the Company solely as to the following: signing checks, agreements to purchase land for development, and deeds and other customary closing documents as part of the Company's acquisition or disposition of land to the extent such authority is in accordance with the provisions of the Company's Operating Agreement.

**[SIGNATURE PAGE FOLLOWS]**

[SIGNATURE PAGE]

Dated as of the 14<sup>th</sup> day of July, 2021.

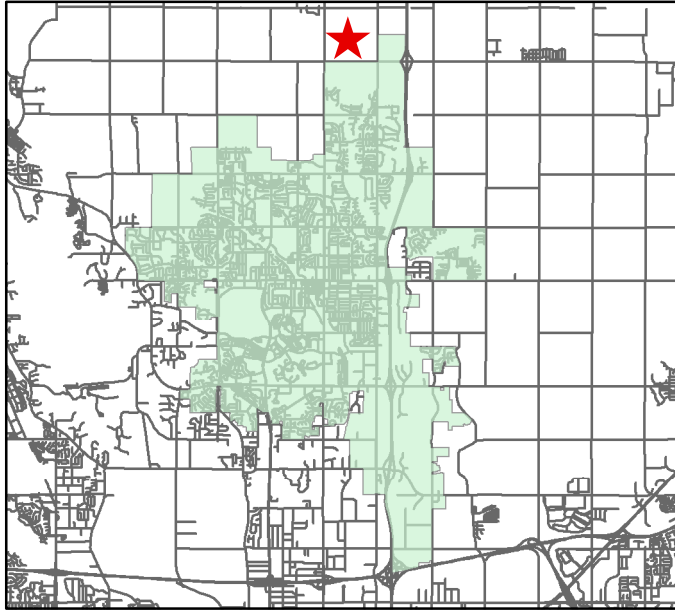
**RAINWATER INVESTMENTS,  
L.L.C., Member**

  
By: William B. Kimberley, Manager

**HOPE DEVELOPMENT &  
REALTY, LLC, Member**

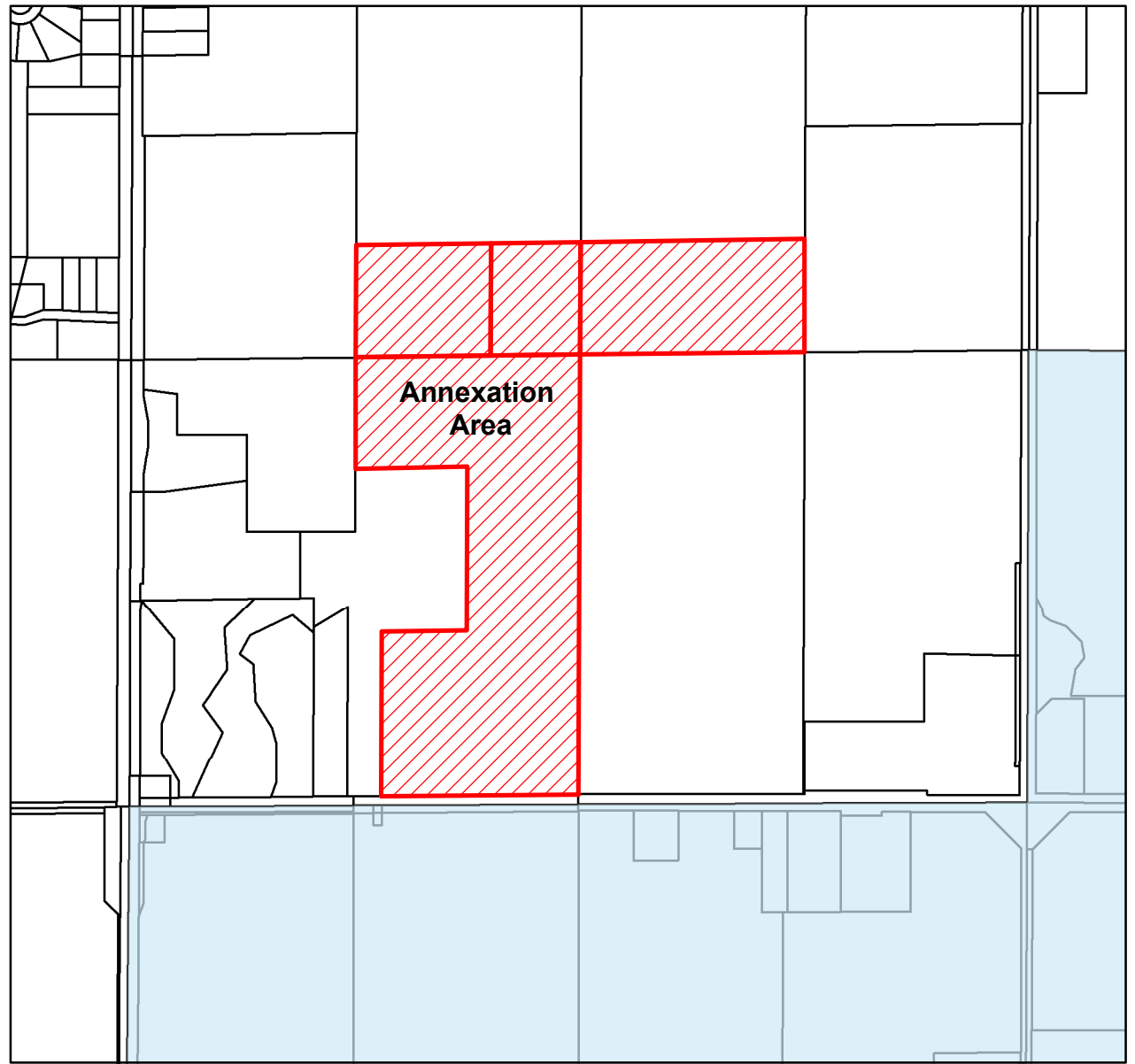
  
By: Reza Kargarzadeh, Manager

**Vicinity Map**



**LEGAL DESCRIPTION**

OUTLOT X IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: THE S 1/2 OF THE SW 1/4 OF THE NE 1/4, AND THE S 1/2 OF THE SE 1/4 OF THE NW 1/4; ALL IN SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.



1 inch = 1,000 feet

**Annexation Map**

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00514-506-000

250/00314-001-000

250/00314-002-000

250/00311-000-000

Property Owners: Hope Kimberley LLC

**City of Ankeny**

**Hope Kimberley LLC 2.0  
Annexation**

Sheet No.

1 of 1

City of Ankeny, Iowa  
Planning and Building Department

Drawn By: JH

Checked by:

Date: August 1, 2023



## ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto, is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

**Property Address** for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned East side of Highway 69 near NE 126th Avenue in Polk County, Iowa

**Legal Description** (if necessary, provide attachment) Southwest 1/4 of the Northwest 1/4 of Section 25-81N-24W

**Property Owner(s):** BK Linnemeyer Trust; Brian K. Linnemeyer Trustee, Kelli K. Linnemeyer Trustee

**Address:** 14205 G36 Highway

**Address:** Indianola, Iowa 50125

**Phone #:** 515-971-2140

Signed by:  Date: 12-7-2022  
Property Owner Signature \*

Brian K. Linnemeyer

Name (Print/Type)

 Date: 12-7-2022  
Property Owners Signature

Kelli K. Linnemeyer

Name (Print/Type)

\_\_\_\_\_  
Property Owners Signature

\_\_\_\_\_  
Name (Print/Type)

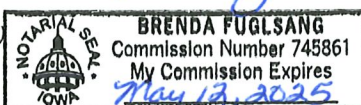
STATE OF IOWA, COUNTY OF POLK, ss

On this 7<sup>th</sup> day of December, 20 22, before me,  
a Notary Public in and for Polk County, personally appeared  
Brian K. Linnemeyer to me known to be the person named  
in and who executed the foregoing instrument, and acknowledged  
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa



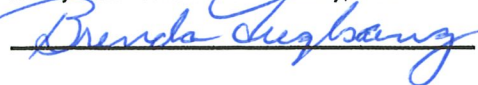
(Notary Stamp)



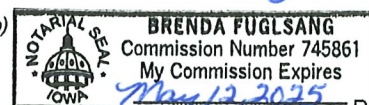
STATE OF IOWA, COUNTY OF POLK, ss

On this 7<sup>th</sup> day of December, 20 22, before me,  
a Notary Public in and for Polk County, personally appeared  
Kelli K. Linnemeyer, to me known to be the person named  
in and who executed the foregoing instrument, and acknowledged  
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa



(Notary Stamp)





STATE OF IOWA, COUNTY OF POLK, ss

On this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_, before me, a Notary Public in and for Polk County, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that that person is the \_\_\_\_\_ (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that \_\_\_\_\_, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

**Applicant / Contact** Brian K. Linnemeyer

**Address:** 14205 G36 Highway Indianola, Iowa 50125

**Phone #:** 515-971-2140

**Signed by:**   
**Applicant/Contact**

**Date:** 12-7-2022

Brian K. Linnemeyer

Name (Print/Type)

**\*If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.**

**In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.**

**If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.**

**The Annexation Application will not be considered complete  
unless it complies with all the submittal requirements.**

**CERTIFICATE OF TRUST EXISTENCE**  
**BK LINNEMEYER TRUST**

The undersigned **Brian K. Linnemeyer** and **Kelli K. Linnemeyer** do hereby state and depose as follows:

1. The Grantors of this Trust are **Brian K. Linnemeyer** and **Kelli K. Linnemeyer**.
2. The Trust is revocable by the Grantors.
3. The undersigned, **Brian K. Linnemeyer** and **Kelli K. Linnemeyer** are the Trustees for BK Linnemeyer Trust under agreement dated 4-20-2020, 2020. The Grantors are Trustee Appointers and at any time may appoint any one or more additional Trustees.
  - a. **Brian K. Linnemeyer** or **Kelli K. Linnemeyer** may serve as sole Trustee or jointly with either **Gracie M. Mueller** and **Hannah C. Linnemeyer**.
  - b. In the event that neither **Brian K. Linnemeyer** nor **Hannah C. Linnemeyer** is able or to serve as Successor Co-Trustee, then **Gracie M. Mueller** and **Hannah C. Linnemeyer** shall serve as Successor Co-Trustees. If either **Gracie M. Mueller** or **Hannah C. Linnemeyer** are unable to serve, either **Gracie M. Mueller** or **Hannah C. Linnemeyer** shall serve as successor sole trustee.
4. Title to assets held in this Trust shall be titled as **BK LINNEMEYER Trust** and any amendments thereto.
5. Any alternative description shall be effective to title assets in the name of the Trust or to designate the Trust as a beneficiary if the description includes the name of at least one initial or successor trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the Trust.
6. Excerpts from the Trust Agreement that establish the Trust, designate the Trustee and set forth the powers of the Trustee will be provided upon request. The powers of the Trustee(s) include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage and deal with real and personal property interests.
7. **The terms of the Trust agreement provide that a third party may rely upon this Certificate of Trust as evidence of the existence of the Trust and is specifically relieved of any obligation to inquire into the terms of this agreement or the authority of my Trustee, or to see to the application that my Trustee makes of funds or other property received by my Trustee.**
8. Said Trust has been in existence since its creation on April 20, 2020 and continues to be held and administered by Trustee(s) in accordance with the terms and provisions of said Trust Agreement and has not been revoked, modified, or amended in any manner which would cause the representations to be incorrect.
9. Said Trust is not under continuing court supervision pursuant to Iowa Code §633.10(4).

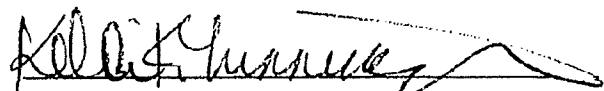
We declare the foregoing statements to be true and correct under penalty of perjury.

IN WITNESS WHEREOF we have signed this Certificate of Trust Existence on

April 20, 2020 at Altoona, Iowa.

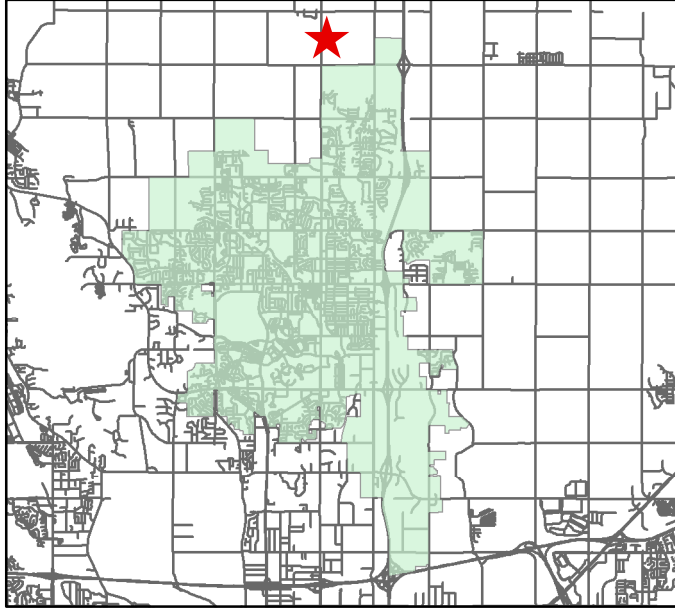


**Brian K. Linnemeyer, Trustee**



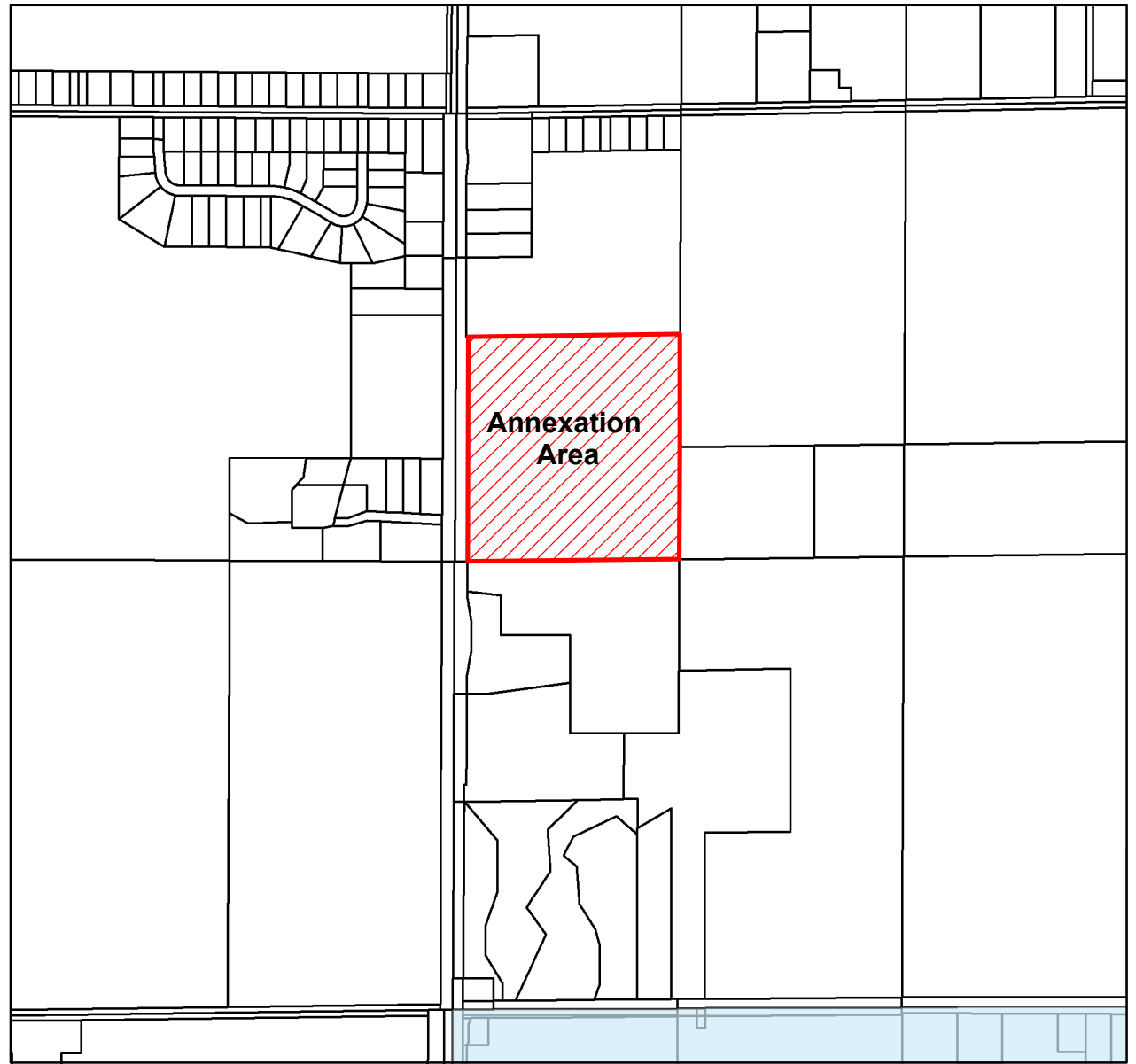
**Kelli K. Linnemeyer, Trustee**

**Vicinity Map**



**LEGAL DESCRIPTION**

THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD



1 inch = 1,000 feet

**Annexation Map**

Property Owners: BK Linnemeyer Trust, Brian K & Kelli K Linnemeyer

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00313-002-000

**City of Ankeny**

**Hope Kimberley LLC 2.0  
Annexation**

Sheet No.  
1 of 1

City of Ankeny, Iowa  
Planning and Building Department

Drawn By: JH

Checked by:

Date: August 1, 2023



## ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto, is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

**Property Address** for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned West side of Delaware near NE 126th Avenue in Polk County, Iowa

**Legal Description** (if necessary, provide attachment) Southeast 1/4 of the Northeast 1/4 of Section 25-81N-R24W

**Property Owner(s):** BK Linnemeyer Trust; Brian K. Linnemeyer Trustee, Kelli K. Linnemeyer, Trustee

**Address:** 14205 G36 Highway

**Address:** Indianola, Iowa 50125

**Phone #:** 515-971-2140

Signed by:  Date: 12-7-2022  
Property Owner Signature \*

Brian K. Linnemeyer

Name (Print/Type)

 Date: 12-7-2022  
Property Owners Signature

Kelli K. Linnemeyer

Name (Print/Type)

\_\_\_\_\_  
Property Owners Signature Date: \_\_\_\_\_

\_\_\_\_\_  
Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 7th day of December, 2022, before me,  
a Notary Public in and for Polk County, personally appeared  
Brian K. Linnemeyer, to me known to be the person named  
in and who executed the foregoing instrument, and acknowledged  
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa



(Notary Stamp) 

STATE OF IOWA, COUNTY OF POLK, ss

On this 7th day of December, 2022, before me,  
a Notary Public in and for Polk County, personally appeared  
Kelli K. Linnemeyer, to me known to be the person named  
in and who executed the foregoing instrument, and acknowledged  
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa



(Notary Stamp) 



STATE OF IOWA, COUNTY OF POLK, ss

On this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_, before me, a Notary Public in and for Polk County, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that that person is the \_\_\_\_\_ (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that \_\_\_\_\_, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

**Applicant / Contact** Brian K. Linnemeyer

**Address:** 14205 G36 Highway Indianola, Iowa 50125

**Phone #:** 515-971-2140

**Signed by:**   
**Applicant/Contact**

**Date:** 12-7-2022

Brian K. Linnemeyer

Name (Print/Type)

**\*If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.**

**In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.**

**If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.**

**The Annexation Application will not be considered complete  
unless it complies with all the submittal requirements.**

**CERTIFICATE OF TRUST EXISTENCE**  
**BK LINNEMEYER TRUST**


The undersigned **Brian K. Linnemeyer** and **Kelli K. Linnemeyer** do hereby state and depose as follows:

1. The Grantors of this Trust are **Brian K. Linnemeyer** and **Kelli K. Linnemeyer**.
2. The Trust is revocable by the Grantors.
3. The undersigned, **Brian K. Linnemeyer** and **Kelli K. Linnemeyer** are the Trustees for BK Linnemeyer Trust under agreement dated 4-20-2020, 2020. The Grantors are Trustee Appointers and at any time may appoint any one or more additional Trustees.
  - a. **Brian K. Linnemeyer** or **Kelli K. Linnemeyer** may serve as sole Trustee or jointly with either **Gracie M. Mueller** and **Hannah C. Linnemeyer**.
  - b. In the event that neither **Brian K. Linnemeyer** nor **Hannah C. Linnemeyer** is able or to serve as Successor Co-Trustee, then **Gracie M. Mueller** and **Hannah C. Linnemeyer** shall serve as Successor Co-Trustees. If either **Gracie M. Mueller** or **Hannah C. Linnemeyer** are unable to serve, either **Gracie M. Mueller** or **Hannah C. Linnemeyer** shall serve as successor sole trustee.
4. Title to assets held in this Trust shall be titled as **BK LINNEMEYER Trust** and any amendments thereto.
5. Any alternative description shall be effective to title assets in the name of the Trust or to designate the Trust as a beneficiary if the description includes the name of at least one initial or successor trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the Trust.
6. Excerpts from the Trust Agreement that establish the Trust, designate the Trustee and set forth the powers of the Trustee will be provided upon request. The powers of the Trustee(s) include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage and deal with real and personal property interests.
7. The terms of the Trust agreement provide that a third party may rely upon this Certificate of Trust as evidence of the existence of the Trust and is specifically relieved of any obligation to inquire into the terms of this agreement or the authority of my Trustee, or to see to the application that my Trustee makes of funds or other property received by my Trustee.
8. Said Trust has been in existence since its creation on April 20, 2020 and continues to be held and administered by Trustee(s) in accordance with the terms and provisions of said Trust Agreement and has not been revoked, modified, or amended in any manner which would cause the representations to be incorrect.
9. Said Trust is not under continuing court supervision pursuant to Iowa Code §633.10(4).

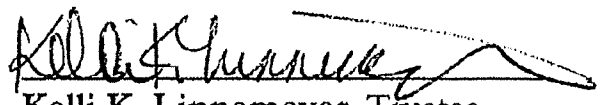
We declare the foregoing statements to be true and correct under penalty of perjury.

IN WITNESS WHEREOF we have signed this Certificate of Trust Existence on

April 20, 2020 at Altoona, Iowa.

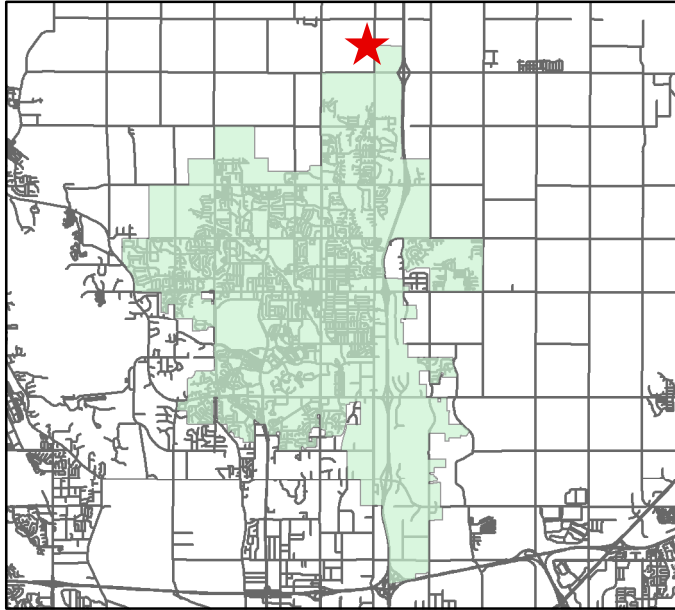


**Brian K. Linnemeyer, Trustee**



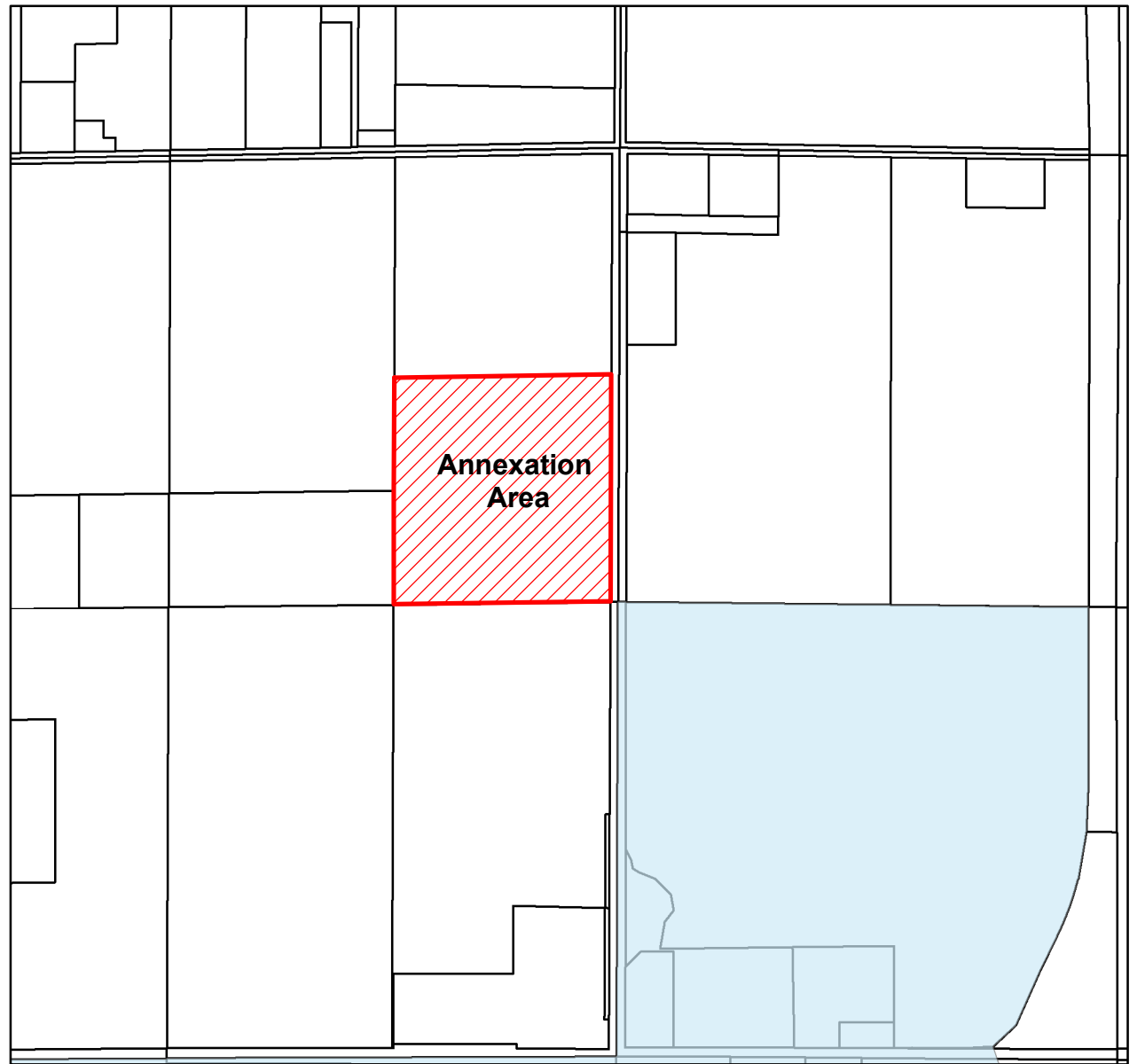
**Kelli K. Linnemeyer, Trustee**

**Vicinity Map**



**LEGAL DESCRIPTION**

THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD



1 inch = 1,000 feet

**Annexation Map**

Property Owners: BK Linnemeyer Trust, Brian K & Kelli K Linnemeyer

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00309-002-000

**City of Ankeny**

**Hope Kimberley LLC 2.0  
Annexation**

**Sheet No.**  
**1 of 1**

City of Ankeny, Iowa  
Planning and Building Department

Drawn By: JH

Checked by:

Date: August 1, 2023



## ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto, is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

**Property Address** for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned A 58.26 acre parcel, 864 feet north of the northwest corner of the NE 128th Avenue and NE 22nd Street intersection  
Geoparcel 8124-25-400-002

**Legal Description** (if necessary, provide attachment) See Attached Exhibit A

**Property Owner(s):** Richard e Stacey Martin  
**Address:** 2485 N.W 70th Ave  
**Address:** Ankeny Iowa 50023  
**Phone #:** 515-669-4819

**Signed by:** Richard Martin **Date:** 1-5-2023  
Property Owner Signature \*

Richard Martin  
Name (Print/Type)  
Stacey Martin **Date:** 1-5-2023  
Property Owners Signature  
Stacey C. Martin  
Name (Print/Type)

**Date:** \_\_\_\_\_  
Property Owners Signature  
Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 5<sup>th</sup> day of January, 2023, before me,  
a Notary Public in and for Polk County, personally appeared  
Richard Martin to me known to be the person named  
in and who executed the foregoing instrument, and acknowledged  
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

Kathy Dozler

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

On this 5<sup>th</sup> day of January, 2023, before me,  
a Notary Public in and for Polk County, personally appeared  
Stacey Martin to me known to be the person named  
in and who executed the foregoing instrument, and acknowledged  
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

Kathy Dozler

(Notary Stamp)





STATE OF IOWA, COUNTY OF POLK, ss

On this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_, before me, a Notary Public in and for Polk County, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that that person is the \_\_\_\_\_ (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that \_\_\_\_\_, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact Richard e Stacey Martin  
Address: 2485 N.W. 70th Ave Aukema Iowa 50023  
Phone #: 515-669-4819  
Signed by: Richard Martin Date: 1-5-2023  
Applicant/Contact  
Richard Martin Stacey Martin  
Name (Print/Type)

\*If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.

In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.

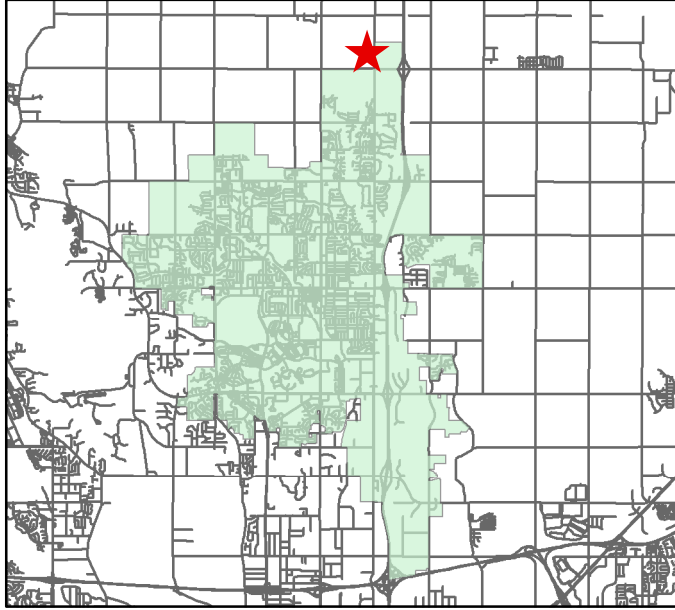
If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

**The Annexation Application will not be considered complete  
unless it complies with all the submittal requirements.**

### **EXHIBIT A**

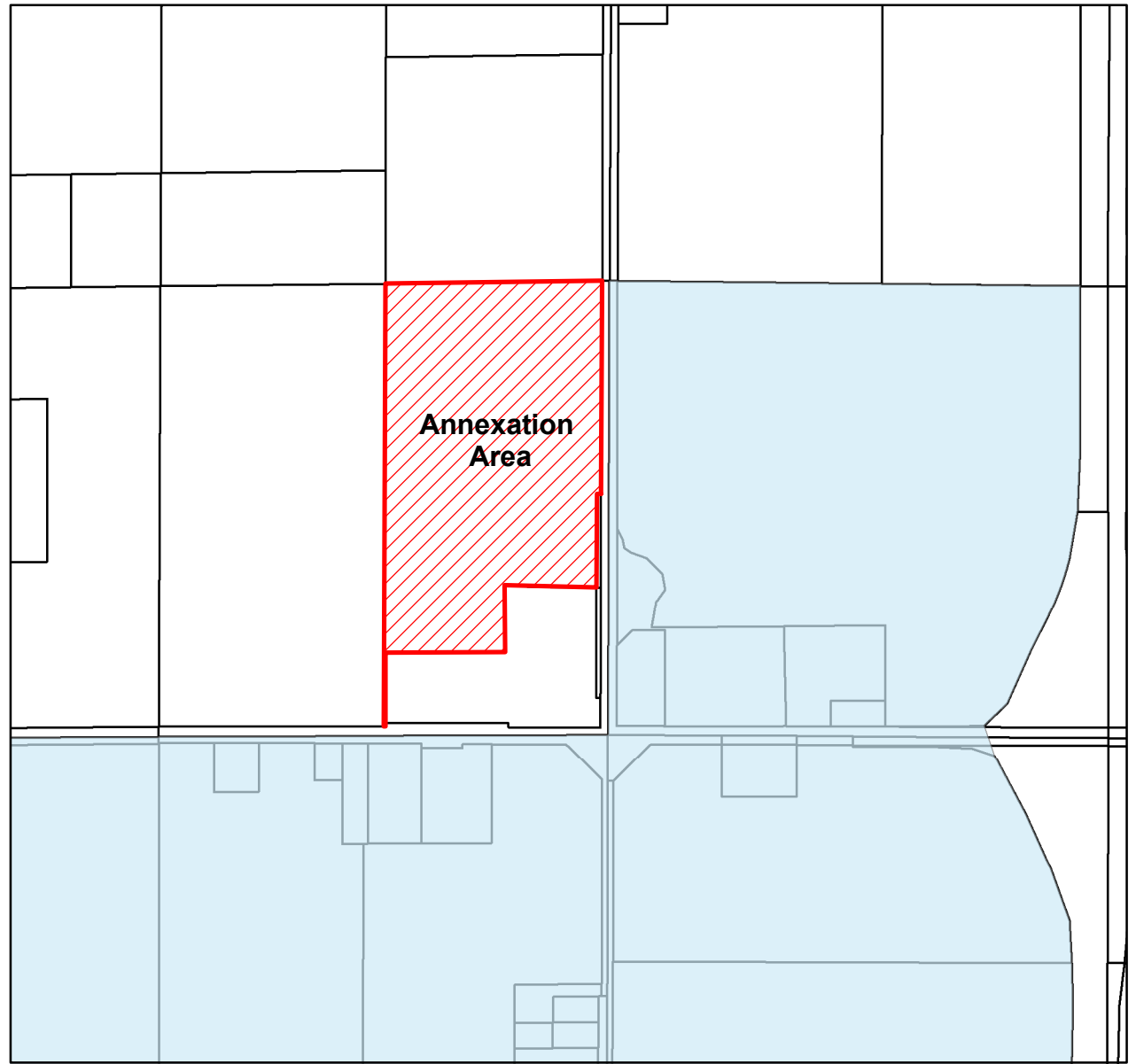
The E 1/2 of the SE 1/4 of Section 25, Township 81 North, Range 24 West of the 5th P.M. Polk County, Iowa, except that part described as: Beginning at the Southeast corner of said Section 25; thence North along the East line of said Section 25 a distance of 864.2 feet; thence N88°17'W, 609.8 feet; thence S0°16'E, 396.4 feet; thence West 703 feet; thence S0°34'E, 486 feet; thence East along the South line of said Section 25 a distance of 1306.2 feet to the Point of Beginning and EXCEPT that part conveyed to Polk County recorded in Book 5809, Page 112 and except established road.

**Vicinity Map**



**LEGAL DESCRIPTION**

THE E 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 864.2 FEET; THENCE N88°17'W, 609.8 FEET; THENCE S0°16'E, 396.4 FEET; THENCE WEST 703 FEET; THENCE S0°34'E, 486 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 1306.2 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112 AND EXCEPT ESTABLISHED ROAD. SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD



1 inch = 1,000 feet

**Annexation Map**

Property Owners: Richard R & Stacey Martin

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00321-005-000

**City of Ankeny**

**Hope Kimberley LLC 2.0  
Annexation**

Sheet No.  
1 of 1

City of Ankeny, Iowa  
Planning and Building Department

Drawn By: JH

Checked by:

Date: August 1, 2023



## ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto, is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

**Property Address** for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned 20.21 acre parcel, 1/2 mile north of the NE corner of the NE 126th Ave and NE 14th St intersection.

**Legal Description (if necessary, provide attachment)** The part of the NW ¼ of the SW ¼ of Section 25, Township 81 North, Range 24 West of the 5th P.M., lying North and East of a line beginning 1,146.74 feet North and 75 feet East of the SW corner of said NW ¼ of the SW ¼; thence S83 degrees 00'E, 198 feet; thence S0 degrees 00'E, 240 feet; thence N90 degrees 00'E, 410 feet; thence S0 degrees 00'E, 575.53 feet, thence East to East line of said NW ¼ of the SW ¼, all now included in and forming a part of Polk County, Iowa, subject to easements of record.

**Property Owner(s):** A Byron Gustafson  
**Address:** 1210 SW Lynn Drive  
**Address:** Ankeny IA 50023  
**Phone #:** 515-202-4962

**Signed by:** A Byron Gustafson **Date:** 1-9-2023  
*Property Owner Signature\**  
A. Byron Gustafson  
Name (Print/Type)

**Date:** \_\_\_\_\_  
\_\_\_\_\_  
*Property Owners Signature*

\_\_\_\_\_  
Name (Print/Type)

**Date:** \_\_\_\_\_  
\_\_\_\_\_  
*Property Owners Signature*

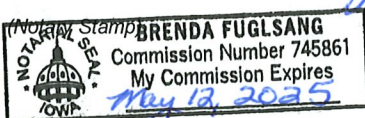
\_\_\_\_\_  
Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 9th day of January, 2023, before me, a Notary Public in and for Polk County, personally appeared A. Byron Gustafson, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and Polk County, Iowa

Brenda Fuglsang



STATE OF IOWA, COUNTY OF POLK, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for Polk County, personally appeared \_\_\_\_\_, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

On this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_, before me, a Notary Public in and for Polk County, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that that person is the \_\_\_\_\_ (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that \_\_\_\_\_, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact A Byron Gustafson  
Address: 1210 SW Lynn Drive Ankeny IA 50023  
Phone #: 515-202-4962  
Signed by: A Byron Gustafson Date: 1-9-2023  
Applicant/Contact  
A Byron Gustafson  
Name (Print/Type)

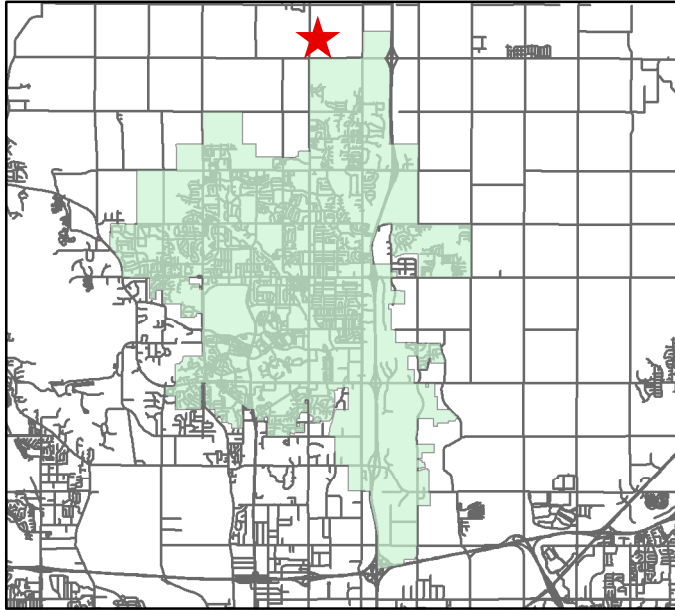
\*If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.

In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.

If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

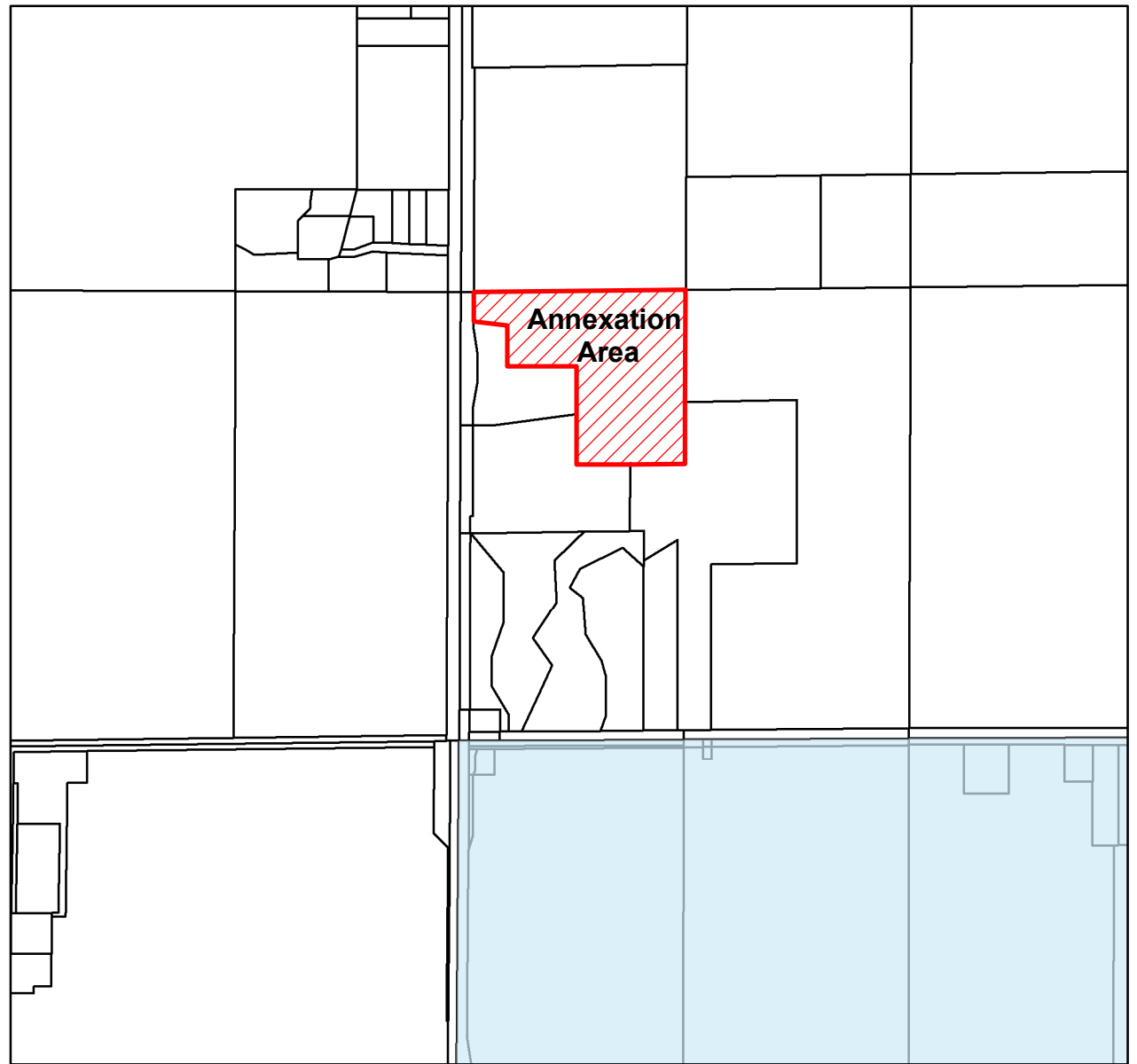
**The Annexation Application will not be considered complete  
unless it complies with all the submittal requirements.**

**Vicinity Map**



**LEGAL DESCRIPTION**

THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., LYING NORTH AND EAST OF A LINE BEGINNING 1,146.74 FEET NORTH AND 75 FEET EAST OF THE SW CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE S83°00'E, 198 FEET; THENCE S00° 00'E, 240 FEET; THENCE N90°00'E, 410 FEET; THENCE S00°00'E, 575.53 FEET, THENCE EAST TO THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, ALL NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD.



1 inch = 1,000 feet

**Annexation Map**

Property Owners: A Byron & Cheryl C Gustafson

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00317-002-000

**City of Ankeny**

**Hope Kimberley LLC 2.0  
Annexation**

Sheet No.  
1 of 1

City of Ankeny, Iowa  
Planning and Building Department

Drawn By: JH

Checked by:

Date: September 7, 2023



## ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto, is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

**Property Address** for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned A 78.18 acre parcel, located a quarter mile west of the northwest corner of the intersection of NE 22nd St and NE 126th Ave

**Legal Description** (if necessary, provide attachment) The West Half (W1/2) of the Southeast Quarter (SE1/4) of Section 25, Township 81 North, Range 24 West of the 5th P.M., Polk County, Iowa.

Property Owner(s): Northstar, Ltd. By Sharon I. Johnson

Address: \_\_\_\_\_

Address: 21220 225th St. Grundy Center, IA 50638

Phone #: \_\_\_\_\_

Signed by: Sharon I. Johnson Date: 1-23-2023  
Property Owner Signature\*

Sharon I. Johnson  
Name (Print/Type)

\_\_\_\_\_  
Property Owners Signature Date: \_\_\_\_\_

\_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Property Owners Signature Date: \_\_\_\_\_

\_\_\_\_\_  
Name (Print/Type)

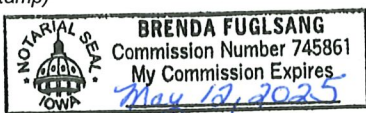
STATE OF IOWA, COUNTY OF POLK, ss

On this 23rd day of January, 2023, before me,  
a Notary Public in and for Polk County, personally appeared  
Sharon I. Johnson, to me known to be the person named  
in and who executed the foregoing instrument, and acknowledged  
that he/she executed the same as voluntary act and deed.

Notary Public in and Polk County, Iowa

Brenda Fuglsang

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,  
a Notary Public in and for Polk County, personally appeared  
\_\_\_\_\_, to me known to be the person named  
in and who executed the foregoing instrument, and acknowledged  
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

\_\_\_\_\_

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_, before me, a Notary Public in and for Polk County, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that that person is the \_\_\_\_\_ (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that \_\_\_\_\_, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact Northstar, L+D. By Sharon T. Johnson

Address: 21220 225th St. Grundy Center, Iowa 50638

Phone #: (515) 250-4269

Signed by: Sharon T. Johnson Date: 1-23-2023  
Applicant/Contact

Sharon T. Johnson  
Name (Print/Type)

\*If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.

In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.

If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

**The Annexation Application will not be considered complete  
unless it complies with all the submittal requirements.**



157931

FILED FOR RECORD  
POLK COUNTY, IOWA

92 MAY 12 A 8:39  
8:39.1 NORTHSTAR, LTD.

TIMOTHY J. BRIEN  
RECORDER

RECEIVED

TO: THE SECRETARY OF STATE OF THE STATE OF IOWA: APR 30 2 36 PM '92

Pursuant to Section 201 of the Iowa Business Corporation Act, the undersigned corporation adopts the following Articles of Incorporation:

# ARTICLE I

The name of the corporation shall be NORTHSTAR, LTD.

# ARTICLE II

NORTHSTAR, LTD. shall have perpetual existence.

# ARTICLE III

The principal office and place of business of NORTHSTAR, LTD. shall be at 1012 Grand, West Des Moines, Iowa 50265, and the initial registered office of NORTHSTAR, LTD. shall be at 1012 Grand, West Des Moines, Iowa 50265. The name of the initial registered agent at said address shall be Sharon I. Johnson.

# ARTICLE IV

The purpose for which NORTHSTAR, LTD. is organized is to engage in and do any lawful act concerning any and all lawful business for which corporations may be organized under the Iowa Business Corporation Act.

# ARTICLE V

The total authorized capital stock of NORTHSTAR, LTD. shall be One Million (1,000,000) shares of common stock. Said stock shall be issued on the order of the Board of Directors, and shall be fully paid for in cash or property at an evaluation determined in accordance with the provisions of the Iowa Business Corporation Act. Each share of common stock issued shall entitle the holder to one (1) vote in the conduct of the affairs of NORTHSTAR, LTD. Any unsubscribed and unissued stock remaining in the treasury of NORTHSTAR, LTD. shall have no voting power. NORTHSTAR, LTD. reserves and shall have a first lien upon the shares of any stock for any debts or liability by such shareholder owing to NORTHSTAR, LTD. Shares of stock of NORTHSTAR, LTD. are not transferable except as expressly provided in the Iowa Business Corporation Act and in the Bylaws of NORTHSTAR, LTD.

## ARTICLE VI

The affairs of NORTHSTAR, LTD. shall be conducted by a Board of Directors consisting of not less than one (1) nor more than seven (7) members. Members of the Board of Directors shall hold office until the next annual meeting following their election, or until their successors have been duly elected and qualified at an annual meeting or special meeting called for that purpose. The name and address of the initial directors of NORTHSTAR, LTD. who shall hold office until the first annual meeting of shareholders, or until their successors have been duly elected and qualified are:

Sharon I. Johnson

## ARTICLE VII

The officers of NORTHSTAR, LTD. shall be President, Vice-President, Secretary, Treasurer, and such officers as shall be authorized by the Board of Directors, or as provided for in the Bylaws. An officer may hold more than one office. Officers shall be elected by the Board of Directors, and shall hold office at the discretion of the Board of Directors. The officers of NORTHSTAR, LTD. who shall hold office until their successors have been appointed by the Board of Directors shall be:

President: Sharon I. Johnson  
Vice-President: Sharon I. Johnson  
Secretary: Sharon I. Johnson  
Treasurer: Sharon I. Johnson

## ARTICLE VIII

The name and address of each incorporator is:

Johnson Brothers of Ankeny, Ltd.  
650 N.E. 110th Avenue  
Ankeny, Iowa 50021

## ARTICLE IX

No director shall be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director except for such monetary damages arising for breach of the director's duty of loyalty to the corporation or its stockholders, for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, for a transaction from which the director derives an improper personal benefit, or under section 490.833 of the Iowa Code (1989).

ARTICLE X

These Articles of Incorporation may be changed, altered or amended at any authorized meeting of the stockholders, by vote of the stockholders representing a majority of the stock, except as otherwise provided herein.

28 day of April, 1992 IN WITNESS WHEREOF, I have hereunto set my hand, this

Johnson Brothers of Ankeny, Ltd.

Allen F. Johnson Sec.  
By, Allen F. Johnson, Officer

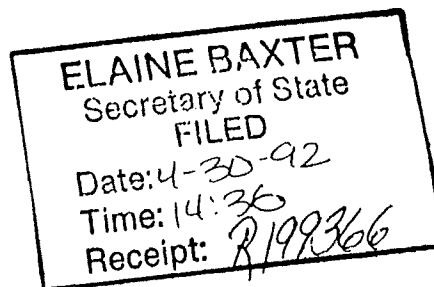
STATE OF IOWA  
COUNTY OF POLK

)  
) SS:  
)

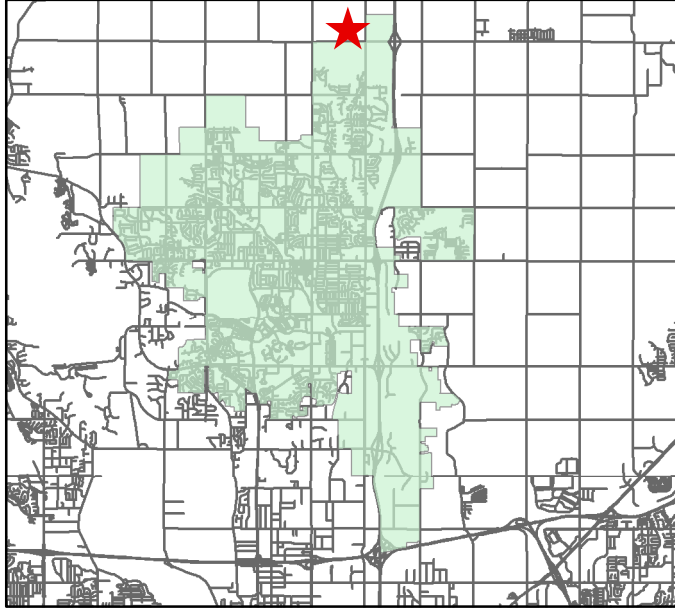
On this 28 day of April, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Allen F. Johnson known to me or proved to me on the basis of satisfactory evidence to be the person named in and who executed the foregoing Articles of Incorporation of NORTHSTAR, LTD. on behalf of Johnson Brothers of Ankeny, Ltd. and he acknowledged to me that Johnson Brothers of Ankeny, Ltd. executed the same pursuant to a resolution of its board of directors.



Linda J. Paterson  
Notary Public - State of Iowa

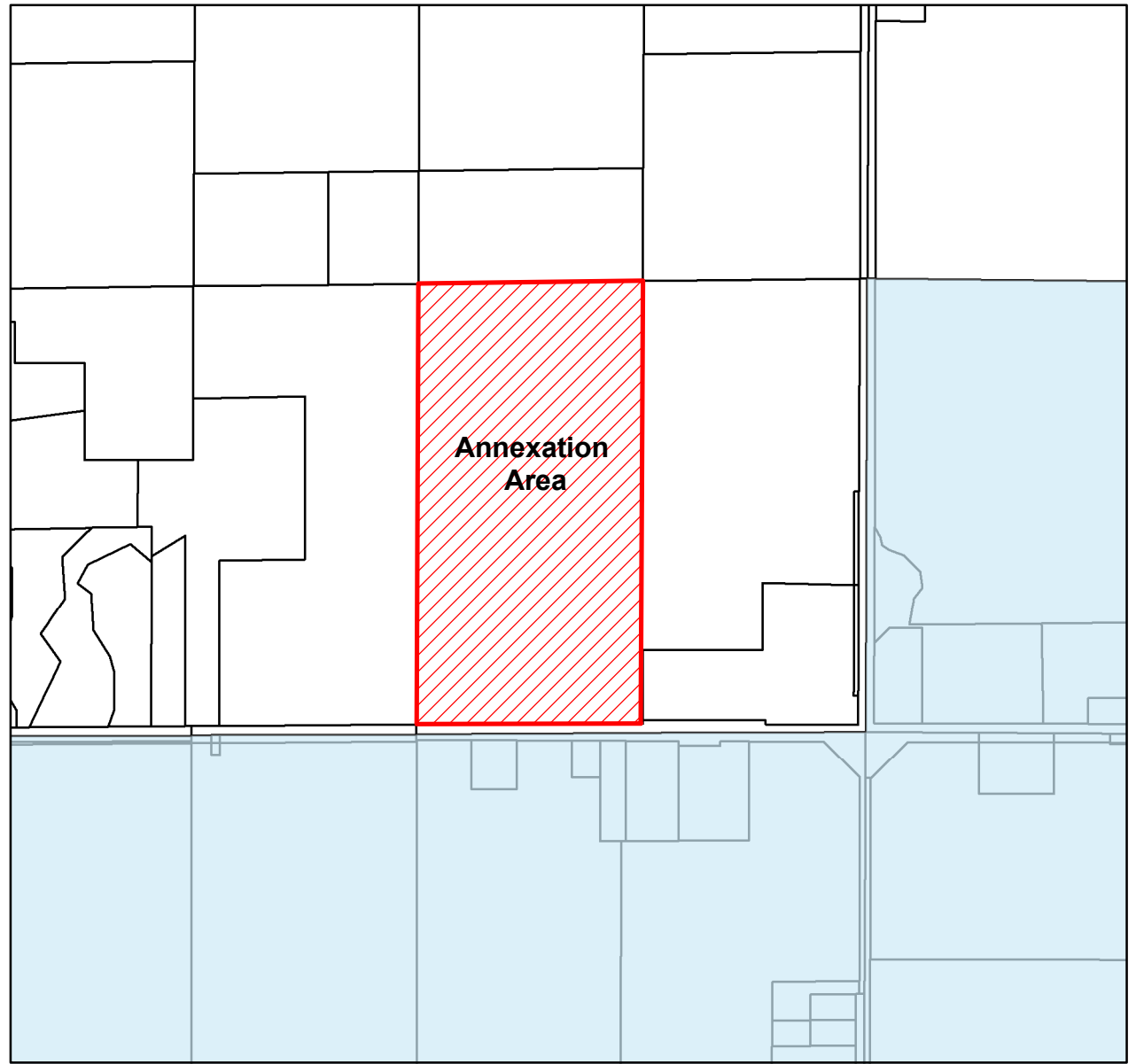


**Vicinity Map**



**LEGAL DESCRIPTION**

THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD



1 inch = 1,000 feet

**Annexation Map**

Property Owners: Northstar LTD

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00320-000-000

**City of Ankeny**

**Hope Kimberley LLC 2.0  
Annexation**

Sheet No.  
1 of 1

City of Ankeny, Iowa  
Planning and Building Department

Drawn By: JH

Checked by:

Date: August 1, 2023



## ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto, is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

**Property Address** for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned 12951 NE 14th St, Alleman, IA 50007

**Legal Description** (if necessary, provide attachment) See attached Exhibit A.

Property Owner(s): Gene Hildreth  
Address: 1022 Hoffman Avenue Des Moines, IA 50316  
Address: \_\_\_\_\_  
Phone #: 515-289-6380

Signed by: Gene Hildreth Date: 7-6-23  
Property Owner Signature \*  
Gene Hildreth  
Name (Print/Type)

\_\_\_\_\_  
Property Owners Signature Date: \_\_\_\_\_  
\_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Property Owners Signature Date: \_\_\_\_\_  
\_\_\_\_\_  
Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 6th day of July, 2023, before me,  
a Notary Public in and for Polk County, personally appeared  
Gene Hildreth, to me known to be the person named  
in and who executed the foregoing instrument, and acknowledged  
that he/she executed the same as voluntary act and deed.

Notary Public in and Polk County, Iowa

Brenda Fuglsang

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,  
a Notary Public in and for Polk County, personally appeared  
\_\_\_\_\_, to me known to be the person named  
in and who executed the foregoing instrument, and acknowledged  
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

\_\_\_\_\_

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

On this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_, before me, a Notary Public in and for Polk County, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that that person is the \_\_\_\_\_ (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that \_\_\_\_\_, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact Gene Hildreth  
Address: 1022 Hoffman Avenue Des Moines, IA 50316  
Phone #: 515-289-6380  
Signed by: Gene Hildreth Date: 7-6-23  
Applicant/Contact  
Gene Hildreth  
Name (Print/Type)

\*If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.

In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.

If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

**The Annexation Application will not be considered complete  
unless it complies with all the submittal requirements.**

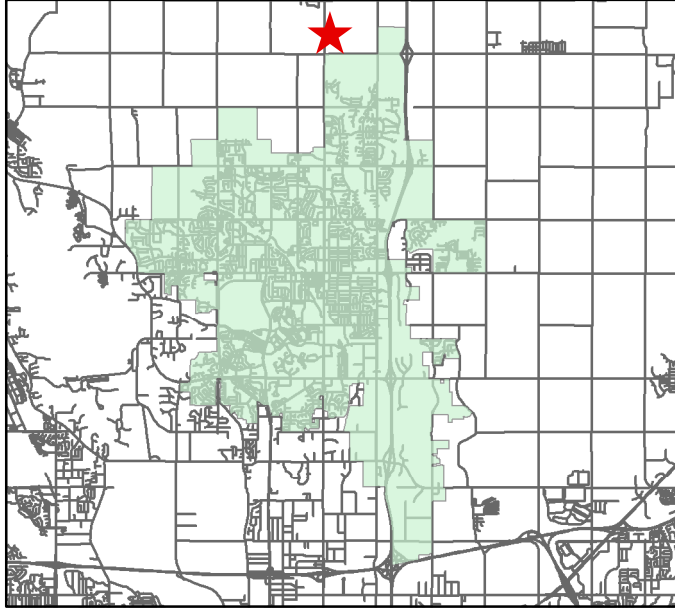
EXHIBIT A:

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING EASTERLY OF PARCELS C & D OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763.

AND;

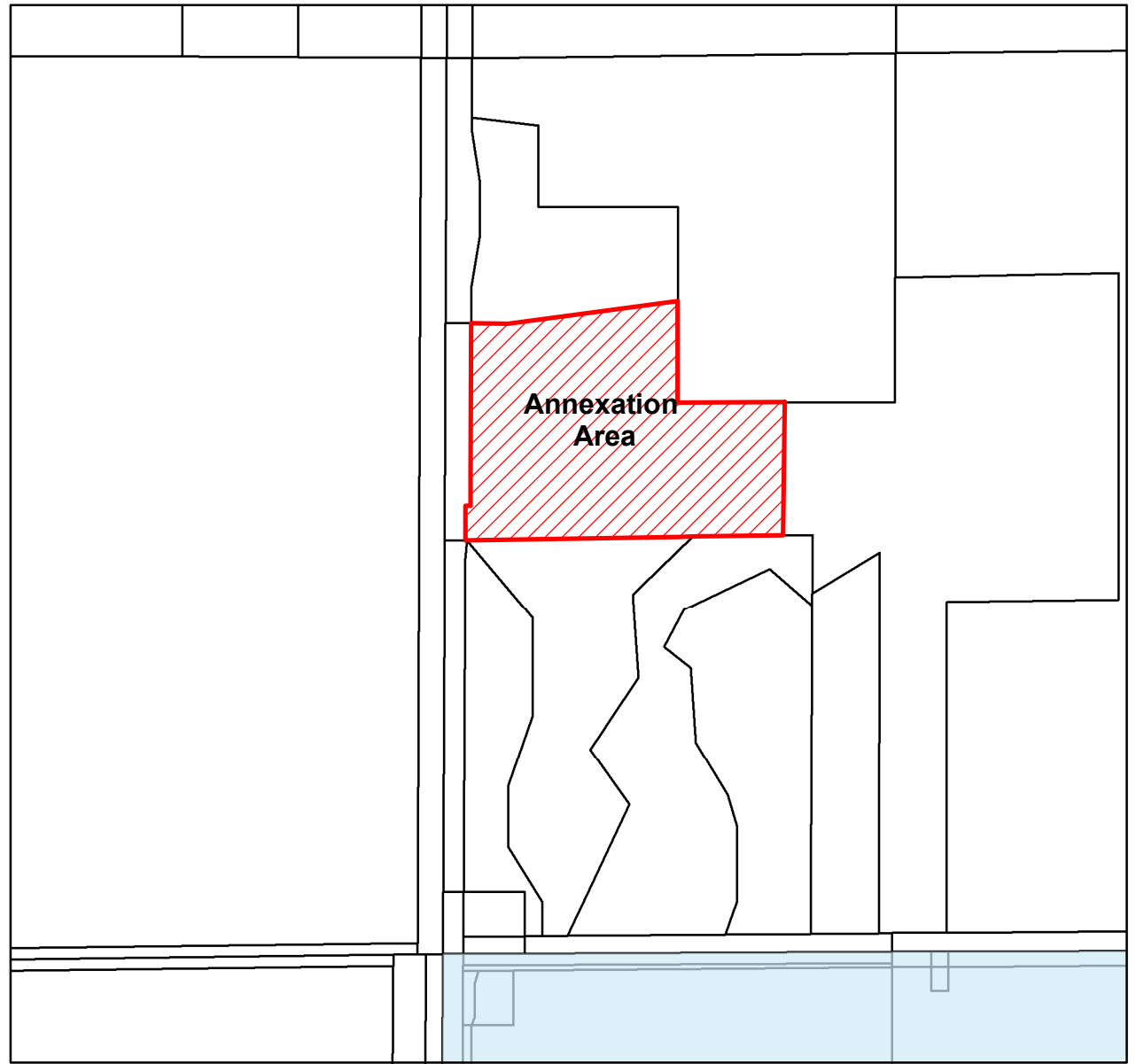
THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING WESTERLY OF PARCEL C OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763.

**Vicinity Map**



**LEGAL DESCRIPTION**

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING EASTERLY OF PARCELS C & D OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. AND: THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING WESTERLY OF PARCEL C OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763.



1 inch = 500 feet

**Annexation Map**

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00515-001-002  
250/00515-001-001

Property Owners: Gene C Hildreth Jr.

**City of Ankeny**

**Hope Kimberley LLC 2.0  
Annexation**

Sheet No.  
1 of 1

City of Ankeny, Iowa  
Planning and Building Department

Drawn By: JH

Checked by:

Date: September 7, 2023

Notices mailed by certified mail to:

**POLK COUNTY BOARD OF SUPERVISORS**  
COUNTY ADMINISTRATION BUILDING  
111 COURT AVENUE  
DES MOINES, IA 50309

JAMES CHARLES FAUSCH, TRUSTEE  
**LINCOLN TOWNSHIP**  
RR 1 BOX 56  
ALLEMAN, IA 50007

STEVEN LEE, TRUSTEE  
**LINCOLN TOWNSHIP**  
4637 NW 118<sup>TH</sup> AVE  
POLK CITY, IA 50226

LYNDA LEHMAN, CLERK  
**LINCOLN TOWNSHIP**  
15201 NW 16<sup>TH</sup> ST  
SLATER, IA 50244

WAYNE REINHART, TRUSTEE  
**LINCOLN TOWNSHIP**  
12465 NE 6<sup>TH</sup> ST  
ALLEMAN, IA 50007

Notices mailed by regular mail to:

BRET VANDELUNE  
LAND USE PLANNING MANAGER  
**POLK COUNTY**  
5885 NE 14<sup>TH</sup> STREET  
DES MOINES, IA 50313

MICHAEL KLINE, SUPERINTENDENT  
NORTH POLK COMMUNITY SCHOOL  
DISTRICT  
13930 NE 6<sup>TH</sup> ST  
ALLEMAN, IA 50007

DR. ERICK PRUITT, SUPERINTENDENT  
**ANKENY COMMUNITY SCHOOL DISTRICT**  
OFFICE OF THE SUPERINTENDENT  
306 SW SCHOOL ST

**Meeting Date:** AUGUST 24, 2023 – 10:00 AM

**Meeting Location:** ANKENY PUBLIC SERVICES BUILDING, MEETING ROOM C  
1210 NW PRAIRIE RIDGE DRIVE  
ANKENY, IA 50023

**Attendance:** ERIC CARSTENS, PLANNING ADMINISTRATOR, COMMUNITY DEVELOPMENT  
JAKE HEIL, ASSOCIATE PLANNER, COMMUNITY DEVELOPMENT  
MICHAEL KLINE, SUPERINTENDENT, NORTH POLK COMMUNITY SCHOOL DISTRICT

**Written comments received:** *None received*



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of October 2, 2023, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:



## ATTACHMENTS:

Click to download

 [Minutes](#)

## **MINUTES OF THE ANKENY CITY COUNCIL**

Monday, October 2, 2023 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

---

Mayor Mark Holm called the meeting to order at 5:30 p.m. Council Members Bobbi Bentz, Jeff Perry, Joe Ruddy, Todd Shafer, and Kelly Stearns were in attendance. City Manager David Jones and City Attorney Amy Beattie were also present. Mayor Holm led in the Pledge of Allegiance.

### **PUBLIC FORUM**

1. Ted Corrigan, Des Moines Water Works CEO and General Manager provided an update on Central Iowa Water Works.
2. Mike Aastrup, 1202 NW Maple St, expressed concerns regarding the proposed urban chicken ordinance.
3. Heather Christensen, 417 SE 5th St, spoke in favor of the proposed urban chicken ordinance, asking for more leniency.

### **APPROVAL OF AGENDA**

1. Council Member Bentz moved, Shafer seconded, to approve and accept the October 2, 2023 agenda as presented. Ayes: 5.

### **PUBLIC HEARING**

1. PH 2023-55. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2157 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by 98 Investments, LLC. From: C-2, General Retail, Highway-Oriented, and Central Business Commercial District to C-2A, Central Business Commercial District. Layman's Description – approximately .29 acres (+/-) located south W 1st Street, north of SW 3rd Street and adjacent to the Ankeny Market & Pavilion. Notice of this hearing was published in the Des Moines Register on the 22nd day of September, 2023 and notices were mailed to affected property owners as required by law.

Eric Jensen, Director of Community Development, reported that the area subject to the proposed rezoning consists of one parcel. The subject property is currently zoned C-2, General Retail, Highway-Oriented, and Central Business Commercial District. The neighboring property to the north and east is zoned the same, while properties to the south are zoned C-2A, Central Business Commercial District, and properties to the west are zoned R-2, One-Family and Two-Family Residence District. The proposed rezoning aligns with The Ankeny Plan 2040 Comprehensive Plan.

Mayor Holm then asked for any public comment regarding the proposed rezoning. Brent Culp, Snyder & Associates, Inc. spoke on behalf of 98 Investments, LLC to request the rezoning. Council Member Shafer moved, Stearns seconded, to close public hearing 2023-55. Ayes: 5.

2. PH 2023-56. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2158 vacating a portion of a public drainage easement

located on Lot 1, Aspen Ridge Commercial Plat 3. Notice of this hearing was published in the Des Moines Register on the 22nd day of September, 2023.

Don Clark, Municipal Utilities Director, reported that McDonald's Corporation is proposing to vacate an existing drainage easement across property they are acquiring, which is currently owned by Murphy Commercial Properties, LLC. The drainage easement is no longer necessary, as the proposed site layout no longer drains to that location.

Mayor Holm then asked for any public comment regarding the proposed ordinance. Hearing no comments, Council Member Bentz moved, Stearns seconded, to close public hearing 2023-56. Ayes: 5.

## **APPROVAL OF CONSENT AGENDA**

### **Minutes**

1. Official council actions of the regular meeting of September 18, 2023, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of September 6, 2023.
3. Receive and file minutes of the Zoning Board of Adjustment meeting of September 6, 2023.

### **Licenses and Permits**

4. Issuance of liquor licenses and beer/wine permits in the City of Ankeny.

### **Finance/Budget**

5. Amendment #1 to the Professional Services Agreement increasing the contract amount by \$12,500.00 with SVPA Architects for design services associated with the Fire Station No. 4 project.
6. Payment #3, \$286,373.28 to Absolute Concrete Construction, Inc. for construction services on the Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.
7. Payment #1, \$46,513.90 to Concrete Connection, LLC for construction services on the Midway Park - Phase 2 Improvements project.
8. Payment #17, \$20,966.22 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
9. Payment #6, \$60,553.50 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.
10. Payment #29, \$1,485.00 to FOX Strand, for engineering services on the Ankeny ASR project.
11. Payment #5, \$27,331.25 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.
12. Payment #5, \$7,231.02 to HGS, LLC, for construction services on the Rock Creek Greenbelt - Native Vegetation project.
13. Payment #6, \$4,511.00 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
14. Payment #10, \$26,102.28 to HR Green, Inc., for construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.
15. Payment #7, \$6,097.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.
16. Payment #14, \$37,082.15 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.

17. Payment #31, \$12,205.74 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
18. Payment #32, \$14,025.70 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
19. Payment #26, \$31,342.35 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
20. Payment #17, \$3,919.96 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
21. Payment #4, \$7,558.75 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project.
22. Payment #5, \$49,460.12 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
23. Payment #5, \$9,365.96 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
24. Payment #6, \$9,318.02 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.
25. Payment #10, \$104,532.26 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
26. October 2, 2023 Accounts Payable by fund: General \$861,256; Hotel Motel Tax (\$15); Road Use Tax \$141,592; Library Foundation \$3,344; Solid Waste \$104,701; Water \$94,097; Sewer \$34,909; Storm Water \$3,369; Golf Course \$94,517; Enterprise Project \$211,800; Revolving \$106,364; Risk Management \$9,941; Special Assessments \$110,014; Capital Projects \$1,194,679; Payroll Totals \$2,187,576; Transfers/ACH (\$203,227); Agenda Payments approved separately (\$765,975); Grand Total \$4,188,942.

#### Community Development

27. **RESOLUTION 2023-388** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, sewer connection fee, platted easements, parkland dedication, and authorizing cost participation for sidewalk oversizing and 15-inch sanitary sewer for Pine Lake Estates Plat 1.
28. **RESOLUTION 2023-389** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of sanitary sewer, storm sewer and water main in Pine Lake Estates Plat 1.
29. **RESOLUTION 2023-390** approving plans and specifications, and accepting contracts, and performance and maintenance bonds for the construction of subgrade in Pine Lake Estates Plat 1.
30. **RESOLUTION 2023-391** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in Pine Lake Estates Plat 1.
31. **RESOLUTION 2023-392** authorizing the Mayor to sign a Development Agreement with DRA Properties, LC regarding traffic improvement items identified in the September 13, 2023 traffic study associated with the development of Pine Lake Estates Plat 1.
32. Approve the Trestle Ridge Estates Phase 2 Preliminary Plat; and accept street names NW Newhaven Drive, NW Woodmoor Drive, NW Fairfield Drive, and NW Fairfield Court.
33. **RESOLUTION 2023-393** authorizing the Mayor of the City of Ankeny to request a cost estimate for a special census.
34. **RESOLUTION 2023-394** accepting final plat and platted easements for Ankeny Northwest Water Tower Plat 1.

#### Engineering

35. **RESOLUTION 2023-395** authorizing the execution of a Predesign Agreement for Primary Road Project between the Iowa Department of Transportation (DOT) and the City of Ankeny,



Iowa for the sharing of responsibilities for the proposed North Ankeny Boulevard Improvements-1st Street to 11th Street.

#### Capital Improvement Projects

36. **RESOLUTION 2023-396** authorizing the Mayor to sign Iowa DOT Certificate of Completion forms for both SE Crosswinds Drive RISE - Phase 1 and SE Crosswinds Drive RISE - Phase 2 projects.
37. **RESOLUTION 2023-397** ordering construction of the SE Delaware Avenue & SE 54th Street Traffic Signal and fixing a date for public hearing thereon and taking of bids therefor. (date of bid opening: 10/31/23 @ 10:30 A.M. / date of hrg: 11/6/23 @ 5:30 P.M.)

#### Approval of Consent Agenda Items

1. Council Member Perry moved, second by Stearns, to approve the recommendations for Consent Agenda Items CA-1 through CA-37. Ayes: Perry, Stearns, Bentz, Ruddy, Shafer.

### LEGISLATIVE BUSINESS

#### Approval of Ordinances

1. **Ord 2150.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3 Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area A). Council Member Bentz moved, Shafer seconded, to accept third consideration of ORDINANCE 2150, sending it on its final passage and publication as required by law. Ayes: Bentz, Shafer, Perry, Ruddy, Stearns.
2. **Ord 2151.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to C-2, General Retail, Highway Oriented and Central Business Commercial District (Rezoning Area F). Council Member Ruddy moved, Bentz seconded, to accept third consideration of ORDINANCE 2151, sending it on its final passage and publication as required by law. Ayes: Ruddy, Bentz, Perry, Shafer, Stearns.
3. **Ord 2152.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area B and E). Council Member Stearns moved, Shafer seconded, to accept third consideration of ORDINANCE 2152, sending it on its final passage and publication as required by law. Ayes: Stearns, Shafer, Bentz, Ruddy, Perry.
4. **Ord 2153.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3, Multiple Family Residence District, Restricted to Single Family (Rezoning Area D). Council Member Bentz moved, Stearns seconded, to accept third consideration of ORDINANCE 2153, sending it on its final passage and publication as required by law. Ayes: Bentz, Stearns, Perry, Ruddy, Shafer.
5. **Ord 2154.** An ordinance amending Chapter 82 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions to match current standards and practices for use of Multi-Use Recreational Trails. Council Member Ruddy moved, Perry seconded, to accept third consideration of ORDINANCE 2154, sending it on its final passage and publication as required by law. Ayes: Ruddy, Perry, Bentz, Shafer, Stearns.
6. **Ord 2155.** An ordinance amending Chapter 132 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions to match current standards and practices for use of Multi-Use Recreational Trails. Council Member Ruddy moved, Stearns seconded, to accept

third consideration of ORDINANCE 2155, sending it on its final passage and publication as required by law. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.

7. **Ord 2156** An Ordinance amending the Ankeny Municipal Code by adding a new Chapter 58, Urban Chickens, pertaining to the keeping of chickens within the City of Ankeny. Council Member Bentz moved, Shafer seconded, to accept second consideration of ORDINANCE 2156. Ayes: Bentz, Shafer, Perry, Ruddy, Stearns.
8. **Ord 2157** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by 98 Investments, LLC. (PH 2023-55) Council Member Shafer moved, Ruddy seconded, to accept first consideration of ORDINANCE 2157. Ayes: Shafer, Ruddy, Bentz, Perry, Stearns.
9. **Ord 2158** An Ordinance vacating a drainage easement on Lot 1 of Aspen Ridge Commercial Plat 3. (PH 2023-56). Council Member Ruddy moved, Perry seconded, to accept first consideration of ORDINANCE 2158. Ayes: Ruddy, Perry, Bentz, Shafer, Stearns.
10. **Ord 2159** An Ordinance creating Chapter 49 of the Code of Ordinances of the City of Ankeny, Iowa, by creating provisions pertaining to camping within city limits. Council Member Ruddy moved, Bentz seconded, to accept first consideration of ORDINANCE 2159. Ayes: Ruddy, Bentz, Perry, Shafer, Stearns.

## **NEW BUSINESS**

1. Proposed North Ankeny Boulevard Improvements - 1st Street to 11th Street Professional Services Agreement with Snyder & Associates, Inc.) Council Member Perry moved, Stearns seconded, to approve the Professional Services Agreement with Snyder & Associates, Inc. for the preliminary design engineering services on the North Ankeny Boulevard Improvements - 1st Street to 11th Street project in an amount not to exceed \$282,300.00 and authorize the Mayor to execute said agreement. Ayes: Perry, Stearns, Bentz, Ruddy, Shafer.

## **ADJOURNMENT**

1. Meeting was adjourned at 6:13 p.m. and was immediately followed by a Council Action Planning Session.

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Michelle Yuska, City Clerk

---

Mark Holm, Mayor

Published in the Des Moines Register on 10/13/23.



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:

---

ACTION REQUESTED:  
Motion

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LEGAL:  
No Review Required

---

SUBJECT:  
Receive and file minutes of the Human Rights Commission meeting of August 24, 2023

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: **No**

---

CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---


ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">HRC Approved Minutes 8-24-2023</a>



**Meeting Minutes**  
**Human Rights Commission**

Thursday, August 24, 2023

5:30 p.m.

City Council Chambers Ankeny Kirkendall Public Library  
1250 SW District Dr, Ankeny, Iowa

Aubrey Alvarez  
Dustin Graber

Lindsay Norland  
Tim Olson  
Laura Parkinson

**1. CALL TO ORDER**

Chair Olson called the meeting to order at 5:34 PM.

**2. ROLL CALL**

Olson, Alvarez, Graber, Norland, and Parkinson present. Brandt Johnson, staff liaison present.

**3. MOTION TO APPROVE THE AGENDA FOR August 24, 2023**

Graber motioned to approve the agenda as presented, Norland seconded. Ayes: 5, motion carried.

**4. MOTION TO APPROVE THE MINUTES FROM June 22, 2023**

Graber motioned to approve the minutes from the June 22, 2023 meeting. Norland seconded. Ayes: 5, motion carried.

**5. STAFF REPORT**

Johnson reviewed the August 2023 staff memo with the HRC.

**6. COMMISSIONER REPORTS**

Alvarez said that she had a member from the public ask her about past HRC agendas and minutes on the City website. Alvarez also mentioned that the Ankeny Chamber is hosting a multicultural taskforce training that would be available for members to attend along with the Chambers minority owned business summit on August 29.

**7. ADJOURN**

Meeting adjourned at 5:52 PM.



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:  
Planning and Building

COUNCIL GOAL:

ACTION REQUESTED:  
Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Plan and Zoning Commission meeting of September 19, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):


PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">P&amp;Z Minutes 2023-09-19</a>



## **Meeting Minutes**

### **Plan & Zoning Commission Meeting**

Tuesday, September 19, 2023

Ankeny City Council Chambers, Second Floor  
1250 SW District Drive, Ankeny, Iowa

#### **CALL TO ORDER**

Chair Ted Rapp called the September 19, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

#### **ROLL CALL**

Members present: Ted Rapp, Trina Flack, Annette Renaud, Todd Ripper, Lisa West, and Randy Weisheit. Absent: Glenn Hunter. Staff present: E.Jensen, E.Carstens, L.Hutzell and B.Fuglsang.

#### **AMENDMENTS TO THE AGENDA**

Motion by T.Flack to approve and accept the September 19, 2023 agenda without amendments. Second by A.Renaud. All voted aye. Motion carried 6 - 0.

#### **COMMUNICATIONS**

There were no communications.

#### **CITIZEN'S REQUEST**

There were no requests.

#### **CONSENT AGENDA ITEMS**

##### **Item #1. Minutes**

Motion to approve and accept the September 6, 2023 minutes of the Plan and Zoning Commission meeting.

Motion by T.Flack to approve the recommendations for Consent Agenda Item #1. Second by L.West. All voted aye. Motion carried 6- 0.

#### **PUBLIC HEARINGS**

There were no public hearings.

#### **BUSINESS ITEMS**

##### **Item #4. Trestle Ridge Estates Phase 2 Preliminary Plat**

**Staff Report:** L.Hutzell reported that the Trestle Ridge Estates Phase 2 Preliminary Plat is a proposed 83.62-acre plat located in the northwest quadrant of Ankeny at the southeast intersection of NW Weigel Drive and NW 36<sup>th</sup> Street. She said that the project includes the construction of 132-single family residential lots, an outlot for multi-family residential restricted to 10 units per acre, an outlot to be dedicated to the City as parkland, and two outlots for open space/storm water management. Public streets are proposed, along with public sanitary sewer, water main and storm sewer. She commented that the proposed development will be primarily accessed off of NW Weigel Drive from the west and an extension of NW Reinhart Drive from the east. L.Hutzell stated a full drainage study is being required with the final plat as the Rock Creek watershed is currently in a FEMA flood zone. A floodplain development permit will also be required prior to any ground work. She noted the required detention for this plat will occur in Outlot Y and Z, which will be owned and maintained by the Homeowner's Association. She stated that the development of this property requires crossing a drainage way of the Rock Creek watershed directly before the formation of Rock Creek. She noted that there are four existing tiles present on the property, which will be routed to the detention facility or piped through the development. The City's Parks Department has agreed to accept Outlot W totaling 3.33 acres as parkland dedication and this parkland along with a 6.3-acre dedication from Trestle Ridge Estates Phase I will create an approximate 9.6-acre park adjacent to the High Trestle Trail. Staff recommends City Council approval of the Trestle Ridge Estates Phase 2 Preliminary Plat; and accept the public street names NW Newhaven Drive, NW Woodmoor Drive, NW Fairfield Drive and NW Fairfield Court.

T.Flack commented that the only access at this point would be from NW Reinhart Drive since NW Weigel Drive is gravel and there is no access from NW 36<sup>th</sup> Street. She asked if there is a plan for paving NW Weigel Drive? E.Carstens commented that there is an overlay plan in the CIP in the next couple of years. E.Carstens said they will not be able



to connect to NW Weigel until it is paved. He noted that there are other accesses from NW Irvinedale to this neighborhood besides NW Reinhart Drive.

Angie Kanakuch, Absolute Farms, LLC, 505 1<sup>st</sup> Avenue N, Slater, Iowa said she would answer any questions the Commission may have.

Motion by T.Ripper to recommend City Council approval of the Trestle Ridge Estates Phase 2 Preliminary Plat; and accept street names NW Newhaven Drive, NW Woodmoor Drive, NW Fairfield Drive and NW Fairfield Court. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

## **REPORTS**

### **City Council Meeting**

E.Jensen reported on the September 18, 2023 City Council meeting.

### **Director's Report**

E.Jensen presented the tentative agenda items for the October 3, 2023 Plan and Zoning Commission meeting.

E.Jensen provided an update on administratively approved site plans in the Prairie Trail development including: Veridian Credit Union, Midway Park Phase 2, Lot 2, Vintage business Park at Prairie Trail Plat 10, Vintage Business Park at Prairie Trail Plat 10, Phase 1, Vintage Commercial, Rally Complex Development Project and District Flats.

### **Commissioner's Reports**

There were no reports.

## **MISCELLANEOUS ITEMS**

October 2, 2023 – 5:30 p.m. City Council Meeting Representative: Staff

## **ADJOURNMENT**

There being no further business, T.Rapp motioned to adjourn. Meeting adjourned at 6:50 p.m.



Submitted by Brenda Fuglsang, Secretary  
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:  
Planning and Building

COUNCIL GOAL:  
Ensure Economic Vitality

ACTION REQUESTED:  
Motion

LEGAL:

SUBJECT:  
Receive and file minutes of the Zoning Board of Adjustment meeting of September 19, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):


PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">ZBOA Minutes 2023-09-19</a>

**Meeting Minutes**  
**Zoning Board of Adjustment**  
Tuesday, September 19, 2023  
Ankeny City Council Chambers  
1250 SW District Drive, Second Floor, Ankeny, Iowa

**CALL TO ORDER**

Chair Matt Ott called the September 19, 2023 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

**ROLL CALL**

Members present: Jeff Baxter, Matt Ott, and Nichole Sungren. Absent: Brett Walker and Kristi Tomlinson.  
Staff: E.Jensen, E.Carstens, L.Hutzell, R.Kirschman, B.Fuglsang.

**AMENDMENTS TO THE AGENDA**

There were no amendments to the agenda.

**MINUTES OF THE SEPTEMBER 6, 2023 REGULAR MEETING**

Motion by N.Sungren to approve the September 6, 2023 meeting minutes as submitted. Second by J.Baxter.  
All voted aye. Motion carried 3 – 0.

**COMMUNICATIONS / CORRESPONDENCE**

There were no communications.

**BUSINESS ITEMS**

**PUBLIC HEARINGS:**

**#23-16**

**Connor Milligan, Halcyon Fencing**

*for property located at*

**3902 NW 14th Court**

**Lot 8, Rock Creek Crossing Plat 6**

**RE: Variance - Front Yard Setback**

Chair M.Ott opened the public hearing.

Connor Milligan, Halcyon Fencing, 2914 Oxford Street, Des Moines said he is requesting to leave the fence that they built at 3902 NW 14<sup>th</sup> Court where it is currently located, which is not at the appropriate setback. He stated that the fence does not impact the visibility of the corner of NW 14<sup>th</sup> Court. He commented that from the very back of the lot on NW Seasons Drive; you are able to see the stop sign at NW 14<sup>th</sup> Court. Connor Milligan said they are asking to allow the fence to remain, as it is not impeding the visibility of the corner.

R.Kirschman reported that the subject property is located at 3902 NW 14th Court, south of NW 18th Street, west of NW Irvinedale Drive, and east of NW Weigel Drive. The property is zoned R-2 with restrictions, One-Family and Two-Family Residence District restricted to single-family homes. He said the property is approximately .387 acres in size and is considered a corner lot with two front yards. R.Kirschman stated that the applicant is requesting a variance to allow for a 6-foot tall privacy fence to remain approximately 16.5 feet into the 30-foot front yard setback adjacent to the eastern property line. He noted that per Code, privacy fences located within front yards on corner lots that exceed 42 inches in height must conform to the building setback requirements of the Code. He stated the fence was installed when the home was built, which permit records indicate the fall of 2021, and that the fence was not installed at the appropriate setback. Staff does not believe the existing fence poses any safety concerns to the public, as the fence is not inhibiting visibility at the intersection of NW Seasons Drive and NW 14th Court and does not obstruct the required 30-foot vision clearance triangle at that specific intersection. Staff recommends that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 191.14(2), to allow a 6-foot tall privacy fence to encroach approximately 16.5 feet into the 30-foot front yard setback along the east property line adjacent to NW Seasons Drive at 3902 NW 14th Court, subject to additional landscaping between the fence and NW Seasons Drive. Staff's position is based on a determination that the decreased front yard setback from the



resulting fence would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

There was no one in the audience to speak for or against the request.

Motion by M.Ott to close the public hearing, and receive and file documents. Second by J.Baxter. All voted aye. Motion carried 3 – 0.

J.Baxter commented that he does not like that the request came to the Board after the fence has been built, but in this case, he would have recommended approval if the request came first. He does believe there should be landscaping. M.Ott and N.Sungren agreed. There was discussion on the requirement for the amount and type of landscaping amongst the Board and staff.

**Board Action on Filing #23-16 property located at 3902 NW 14<sup>th</sup> Court**

Motion by J.Baxter that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 191.14(2), to allow a 6-foot tall privacy fence to encroach approximately 16.5 feet into the 30-foot front yard setback along the east property line adjacent to NW Seasons Drive at 3902 NW 14th Court, subject to additional landscaping between the fence and NW Seasons Drive intended to soften the fence, to be approved by City staff. The Board's position is based on a determination that the decreased front yard setback from the resulting fence would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by M.Ott. All voted aye. Motion carried 3 – 0.

**NEW BUSINESS**

There was no new business.

**REPORTS**

**Renewed Special Use Permits**

#16-13 Cabaret - 2785 N Ankeny Blvd.

#16-18 The Whiskey House - 2510 SW White Birch Drive, Suite 8 & 9

There being no further business, meeting adjourned at 5:12 p.m.



Submitted by Brenda Fuglsang, Board Secretary  
Zoning Board of Adjustment



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:  
Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:  
Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Library Board of Trustee meeting of August 17, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):


PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

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ATTACHMENTS:

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**KIRKENDALL PUBLIC LIBRARY BOARD OF TRUSTEES  
MEETING MINUTES**

**Thursday, August 17, 2023**

**Regular meeting: 6 p.m.**

**Location: Library, Teleconference**

**Present:** Miranda Piepho, Gene Lucht, Nancy Medema, Fred Schuster, Heather Stephenson

**Staff:** Sam Mitchel

Topic	Discussion
Call to Order	Schuster called the meeting to order.
Approval of Minutes	Motion made by Lucht to approve the July minutes. Second by Medema. Motion passed unanimously.
Public Comments	
Consent Agenda	<p>Mitchel discussed financials.</p> <ul style="list-style-type: none"><li>• Run Rate - 8.3%. Most of the numbers over this amount we pay up front, so we expect them to be higher at times.</li></ul> <p>Schuster asked – there were eight items that went up by double digits. Why were there so many with such large increases? Mitchel responded that we asked for more money for those items (like Hoopla). Mitchel offered to look into some of the items.</p>
Policy/Procedure Review	
Director's Report	<p>Mitchel presented Director's report.</p> <ul style="list-style-type: none"><li>• 4 new part-time library associates. We did lose some who went back to school.</li><li>• Polk County Rural Services – we continue to service residents in rural areas. We'll probably begin working with some townships.</li><li>• Facility was open for Summerfest – library was used mostly for restrooms and a pass through to the activities. There were also some issues with messes being left. We'll have to consider if we want to be fully open after next year.</li><li>• We were also open during RAGBRAI. Riders were respectful.</li><li>• Library staff continue to try and spread the word about our services.</li></ul> <p>Schuster pointed out that we had an increase in participants in programs. Mitchel said it could be due to increase in population or that more adults were involved. However, circulation is down during the programs. We should only worry about the circulation numbers when the change is more than 5% year over year.</p> <p>Schuster also asked about circulation by collection – it doesn't look like anyone is checking out the lowest eight line items. Mitchel said there could be some people checking those items out, but that the number is so low that it barely registers. Mitchel will do some research.</p> <p>Schuster also asked the Pokémon escape room. We may have had some kids lie about their age in order to participate. Is there any consequence? Mitchel will look into this and determine what we need to do in the future to discourage this behavior.</p>
Committee Reports (Evaluation, Finance, Marketing, Policy,	

Topic	Discussion
Staffing, etc.)	
<b>Friends of the Library (update)</b>	<p>Lucht and Medema provided an update.</p> <ul style="list-style-type: none"> <li>• They approved our request for additional funds. There was a great discussion before they came to this decision. The Friends want to raise money to fund certain types of projects (like creating an endowment), but we need to ask if this is something the library can support.</li> <li>• The Friends also brought up that they wanted to separate their funds from the city. The Board doesn't think this is a smart idea. However, the Board is just a liaison at these meetings, not voting members.</li> </ul> <p>Schuster asked how the Friends make money. Medema said they send out a request for funds, or partner with other community members to support the library. They also put on activities, like the recent trivia night or the used book sale.</p>
<b>Old Business</b>	<p>Trustee Continuing Education – Trustee Handbook, chapters 1 &amp; 2</p> <ul style="list-style-type: none"> <li>• Chapter 1 discussed the library impact on the community, library ordinances and understanding the role of the Board. <ul style="list-style-type: none"> <li>○ The Ankeny library does a good job of inserting itself into the community – we help to draw traffic to local businesses.</li> <li>○ Historically, the percentage of population that has a library card remains around 66%. In Ankeny, it hovers around 40%. Trustees can support this when we interact with the community.</li> <li>○ Medema recommended that local businesses provide a discount if a patron shows their library card.</li> <li>○ This chapter also discussed purpose of an Administrative Governing Board, which is what our Board of Directors is. Our role is hire the Director, not his employees. Schuster asked if Mitchel has a hard time hiring, and his response was no. We usually have a waiting list.</li> <li>○ Board also passes policy and discusses strategic plan.</li> <li>○ Though budget was discussed, we will dive deeper in the next few chapters of the handbook.</li> </ul> </li> <li>• Chapter 2 discusses how the library supports a culture of learning. <ul style="list-style-type: none"> <li>○ The Board supports this by practicing continuing education. We also do this by approving budget for library staff.</li> <li>○ Medema stated that when she helped to edit the handbook, they added the training requirement for the Board. In order to make rules for the library to follow, they must have an understanding of the impact those rules may have. The Board must know current laws, trends, etc.</li> <li>○ Standard 20 states the Director has 2 years to become endorsed.</li> <li>○ IowaLearns – This is a free service the Board can use for additional continuing education.</li> </ul> </li> </ul> <p>Total of 30 minutes continuing education for the Board members. Board to read chapter 5 by next meeting.</p>
<b>New Business</b>	Polk County Rural Resident Services – Discussed during the Director's report.
<b>Adjournment</b>	Stephenson made a motion to adjourn and Lucht second. Approved by all. The next meeting will be held September 21, 2023.

Respectfully submitted, Miranda Piepho, Secretary

Approved: 9/21/23





ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:  
City Clerk

COUNCIL GOAL:  
Ensure Economic Vitality

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ACTION REQUESTED:  
Motion

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LEGAL:  
Item Reviewed by Legal Counsel

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SUBJECT:  
Consider motion to approve the issuance of liquor licenses and/or beer/wine permits in the City of Ankeny.

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EXECUTIVE SUMMARY:  
In accordance with the Iowa Code Section 123.1 and the City of Ankeny Code of Ordinances Chapter 130, "Liquor Licenses and Wine and Beer Permits," the following license(s) have been investigated and reviewed by the Ankeny Police Department, and when necessary, by Planning & Building and/or Fire Department staff, and are presented to the City Council for approval. Copies of license and/or beer applications are available, for your review, in the Office of the City Clerk.

1. Fleet Farm of Green Bay LLC d/b/a Fleet Farm, 3875 SE Delaware Ave. - Class B Retail Alcohol License (BB) (Renewal) - Effective November 1, 2023.
2. Kum & Go LLC, d/b/a Kum & Go #518, 3603 NE Otterview Circle, - Class E Retail Alcohol License (LE) (Renewal) - Effective November 9, 2023.

3. a.) Hy-Vee, Inc., d/b/a Hy-Vee Fast & Fresh #1, 414 N. Ankeny Blvd. - Class E Retail Alcohol License (LE) (Renewal) - Effective November 14, 2023.  
b.) Enrollment in the Automatic Renewal Program Effective 2024.
4. B&B Theatres Operating Co. Inc., d/b/a B&B Theatres Prairie Trail 12, 1580 SW Market St. - Class C Retail Alcohol License (LC) (Renewal) - Effective November 15, 2023.
5. a.) Ankeny Wine & Spirits LLC, d/b/a Neighborhood Liquor House, 833 E 1st St. Ste.102 - Class E Retail Alcohol License (LE) (Renewal) - Effective November 16, 2023.  
b.) Enrollment in the Automatic Renewal Program Effective 2024.
6. Filet Steakhouse LLC, d/b/a Filet Steakhouse LLC, 1802 N Ankeny Blvd, Ste 100B &100C - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective October 21, 2023. PENDING DRAM ENDORSEMENT.
7. Stop and Shop Liquor LLC, d/b/a Stop and Shop Liquor LLC, 409 S Ankeny Blvd - Class E Retail Alcohol License (LE) (Renewal) - Effective November 15, 2023.
8. Great Caterers of Iowa Inc., d/b/a Great Caterers of Iowa, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective November 7, 2023.
9. Magee's Irish Pub LLC d/b/a Magee's Irish Pub & Eatery, 1610 SW Main St. Ste. 106 & 107 (District) - Class C Retail Alcohol License (LC) (Premise Amendment, Added Ste. 106) includes Outdoor Service - Effective September 1, 2023.
10. Des Moines Wine Festival Foundation, d/b/a Winefest Des Moines - 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Special Class C Retail Alcohol License (BW) (5 Day) - Effective October 20, 2023 PENDING DRAM ENDORSEMENT.
11. R&R Romero, LLC, d/b/a JJ's Tavern & Grill - 1975 N Ankeny Blvd, Ste. 117 - Class C Retail Alcohol License (LC) (NEW) includes Outdoor Service - Tentatively Effective October 30, 2023. PENDING DRAM ENDORSEMENT, DEPT APPROVALS

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**FISCAL IMPACT: Yes**

The City of Ankeny will receive a portion of each application fee in accordance with Iowa Code Section 123.143.

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**CITY MANAGER'S RECOMMENDATIONS:**

Approve the issuance of liquor licenses and / or beer / wine permits.

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**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

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**PUBLIC OUTREACH EFFORTS:**

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**ACTION REQUESTED:**

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**ADDITIONAL INFORMATION:**

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**ATTACHMENTS:**

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Financial Reports for September 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):


PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

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ATTACHMENTS:

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## Monthly Finance Report – September 2023

### To the Honorable Mayor and City Council:

The financial reports for the month of September are submitted herewith. September marks the end of the first quarter, which makes it a logical breaking point for conducting financial review. The financial reports ending in September will provide the basis for the initial budget revisions and future budget projections during the upcoming budget process.

On the revenue side, revenues for the major operating funds are typical for this time of year. Overall, total revenues on the Major Operating Funds – Detail Revenue Summary report are at 19.34% of budget. Seasonal revenues such as the golf course fund (57.84%) and the water fund (32.52%) are higher than the 25% mark or 3/12 of the year. Also, the general fund is experiencing appreciable increased revenues in the use of money and property category, with the percentage of budgeted revenues at 54.46%. This increase is related to the Federal Reserve raising rates once in fiscal year 2024, causing interest rates in some short-term investments to continue to rise over the past few months.

Other revenues are significantly below the 25% mark, but are still considered normal for this time of year. These revenues include all funds collecting property taxes such as general, tax increment financing, police and fire retirement and debt service. Overall for each of these funds, their total revenues are affected by the timing of the property tax collections. Total revenues for these four funds are 14.11%, 9.50%, 4.56% and 4.12%, respectively. When the City receives the first installment of property taxes in October, these percentages will change dramatically.

On the expenditure side, most funds appear to be normal. Overall, total expenditures on the Major Operating Funds – Budget versus Actual report are at 17%. Most of the various expenditure categories are below or near the 25% mark, except for the hotel/motel tax fund, sewer fund and golf course fund. The hotel/motel expenditures are greater than 25% due to the timing of paying organizations their share of the tax revenue. The sewer expenditures are greater than 25% due to the timing of monthly payments to the Wastewater Reclamation Authority. The golf course expenditures are greater than 25% due to seasonal fluctuations and will normalize throughout the fiscal year.

Some of those categories well below the 25% mark are the general fund's airport authority activity (0%), tax increment financing fund (0%) and debt service fund (0%). The airport authority activity accounts for the collection and disbursement of property taxes to the Polk County Aviation Authority (PCAA). The tax increment financing fund accounts for developer incentive payments (rebates) and debt service payments. The debt service fund accounts for principal and interest payments on the City's long-term debt, which are due at December 1 and June 1. The actual versus budget totals for these funds should get closer to the "expected" percentage as the fiscal year continues.

As the City prepares to enter its budget process, further analysis will take place to identify trends and significant transactions. The fiscal year 2024 budget will be reviewed thoroughly and revised as part of

the normal budget process. The end of the first quarter of the City's fiscal year is a logical time to start the review process, however budget reviews will continue for several more months as the budget process progresses.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Annette Graeve". The script is cursive and fluid, with the first name "Annette" written in a larger, more prominent style than the last name "Graeve".

Annette Graeve  
Finance Officer

CITY OF ANKENY  
CASH AND INVESTMENT RECONCILIATION  
ALL FUNDS  
September 30, 2023

Cash Basis Fund Balances	<u><u>\$ 142,715,704.78</u></u>
Investments	\$ 134,964,611.58
Checking Account Balance (per bank)	8,843,784.28
Deposits in Transit	148,073.55
Outstanding Checks	(1,244,464.63)
Cash Drawer/Petty Cash *	<u>3,700.00</u>
Total	<u><u>\$ 142,715,704.78</u></u>

* Cash Drawer/Petty Cash:	
Aquatic Centers	\$ -
City Hall - Finance	200.00
City Hall - Front Desk	175.00
Library	300.00
Otter Creek Golf Course	800.00
Parks and Recreation	250.00
Parks - Hawkeye & Miracle Parks	775.00
Parks - Pickleball	-
Parks - Senior Center	100.00
Police Department	100.00
Public Service Building	25.00
Community Development	100.00
Water Fund	600.00
	<u><u>\$ 3,700.00</u></u>

**City of Ankeny**  
**Cash Balance Summary**  
**September 30, 2023**

<b>Fund</b>	<b>Budget Number</b>	<b>Cash Balance July 1, 2023</b>	<b>Revenues</b>	<b>Transfers In</b>	<b>Expenditures</b>	<b>Transfers Out</b>	<b>Cash Balance September 30, 2023</b>
General:							
General	100	\$ 35,273,769.10	\$ 6,382,450.39	\$ -	\$ 11,458,098.76	\$ 543,190.90	\$ 29,654,929.83
Hotel/Motel Tax	233	578,066.43	-	543,190.90	419,724.19	-	701,533.14
Special Revenue:							
Fire Gift	220	33,104.14	625.00	-	-	-	33,729.14
Hawkeye Park Player Fees	240	37,850.78	2,895.00	-	-	-	40,745.78
Police Gift	250	10,176.53	-	-	-	-	10,176.53
Road Use Tax	260	9,930,750.11	2,580,661.84	-	1,961,657.60	-	10,549,754.35
Police Seizure	270	99,392.04	3,913.00	-	23,697.14	-	79,607.90
Tax Increment Financing	280	2,433,185.10	987,479.59	-	-	-	3,420,664.69
Police and Fire Retirement	290	1,547,627.46	121,496.29	-	736,519.09	-	932,604.66
Landfill Post-Closure	295	86,375.45	-	-	-	-	86,375.45
Friends of the Ankeny Library	430	86,817.57	3,972.69	-	30,005.49	-	60,784.77
Park Dedication	440	499,761.95	-	-	-	-	499,761.95
Sports Complex Foundation	445	131,474.06	12,210.00	-	-	-	143,684.06
Ankeny Garden Club	446	9,566.84	-	-	-	-	9,566.84
Miracle Park Fund	448	69,996.82	696.50	-	630.94	-	70,062.38
Dog Park Trust Fund	449	1,376.46	-	-	-	-	1,376.46
P&R Scholarship Fund	450	27,173.90	-	-	291.75	-	26,882.15
Civic Trust Fund	484	322,833.46	17,267.92	-	-	-	340,101.38
Debt Service	300	1,890,977.70	638,388.82	-	-	-	2,529,366.52
Enterprise:							
Solid Waste	500	459,780.72	350,239.09	-	208,773.45	-	601,246.36
Utility Deposits	505	406,262.12	65,722.26	-	62,950.00	-	409,034.38
Water Operations	510	16,671,547.67	7,035,613.63	-	3,564,323.50	487,033.80	19,655,804.00
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	1,940,827.30	-	487,033.80	-	-	2,427,861.10
Sewer Operations	550	12,344,479.03	4,672,460.85	-	2,848,617.95	-	14,168,321.93
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Sewer Sinking	570	-	-	-	-	-	-
Storm Water	580	2,052,671.85	897,746.00	-	310,078.19	-	2,640,339.66
Golf Course	590	1,823,641.03	1,118,541.64	-	740,336.17	-	2,201,846.50
Capital Project:							
Utility Fund Capital Projects	6**	13,057,074.43	4,372,576.74	374.00	7,042,638.86	374.00	10,387,012.31
Special Assessments	8**	22,157.71	468,636.00	-	-	-	490,793.71
Capital Projects	8** & 9**	35,629,809.37	3,550,086.79	668.72	13,822,728.23	668.72	25,357,167.93
Total Budgeted		<u>\$ 142,641,645.25</u>	<u>\$ 33,283,680.04</u>	<u>\$ 1,031,267.42</u>	<u>\$ 43,231,071.31</u>	<u>\$ 1,031,267.42</u>	<u>\$ 132,694,253.98</u>
Internal Service:							
Revolving	710	611,246.64	392,894.02	-	322,302.07	-	681,838.59
Risk Management	720	960,958.60	76,669.24	-	797,234.68	-	240,393.16
Health Insurance	730	6,437,221.18	1,492,317.74	-	1,217,185.42	-	6,712,353.50
Sustainability Revolving Loan	770	29,728.79	-	-	-	-	29,728.79
Economic Development Revolving	780	273,191.85	-	-	-	-	273,191.85
Equipment Reserve	790	2,083,944.91	-	-	-	-	2,083,944.91
Total Unbudgeted		<u>\$ 10,396,291.97</u>	<u>\$ 1,961,881.00</u>	<u>\$ -</u>	<u>\$ 2,336,722.17</u>	<u>\$ -</u>	<u>\$ 10,021,450.80</u>
Total <sup>(1)</sup>		<u><u>\$ 153,037,937.22</u></u>	<u><u>\$ 35,245,561.04</u></u>	<u><u>\$ 1,031,267.42</u></u>	<u><u>\$ 45,567,793.48</u></u>	<u><u>\$ 1,031,267.42</u></u>	<u><u>\$ 142,715,704.78</u></u>

<sup>(1)</sup> Includes interfund transactions.

**City of Ankeny**  
**Utility Capital Projects Cash Balance Summary**  
**September 30, 2023**

<b>Fund</b>	<b>Budget Number</b>	<b>Cash Balance July 1, 2023</b>	<b>Revenues</b>	<b>Transfers In</b>	<b>Expenditures</b>	<b>Transfers Out</b>	<b>Cash Balance September 30, 2023</b>
Utility Fund Capital Projects:							
Water Main Replacement	610	\$ 1,577,814.78	\$ -	\$ -	\$ 249,770.22	\$ -	\$ 1,328,044.56
Northwest Water Tower	611	(439,540.00)	-	-	18,480.00	-	(458,020.00)
SE Magazine Storage Tank Repaint	612	50,000.00	-	-	-	-	50,000.00
North Ankeny Blvd Water Main	614	22,748.79	-	-	-	-	22,748.79
NE 36th St & NE 38th St Water Main Loop	618	240,563.25	-	-	71,129.25	-	169,434.00
SW Irvinedale Dr Transmission Main-Ph 1	620	393,144.61	-	-	-	-	393,144.61
SW Irvinedale Dr Transmission Main-Ph 2	621	479,039.97	-	-	-	-	479,039.97
NW State St Water Main Improvements	622	111,891.56	-	-	-	-	111,891.56
SW Irvinedale Dr Transmission Main-Ph 3	623	(14,877.41)	-	-	-	-	(14,877.41)
NW Irvinedale Water Main-Trestle to 36th	628	100,000.00	-	-	-	-	100,000.00
High Trestle Trail Transmission Main	629	(43,963.49)	3,038,478.77	-	2,994,515.28	-	0.00
Aquifer Storage Replacement #1	632	339,622.35	-	-	230,893.40	-	108,728.95
S Ankeny Blvd Transmission Main	633	-	1,334,097.97	-	1,334,097.97	-	-
NW 36th & NW Weigel Water Main	634	22,084.91	-	-	-	-	22,084.91
High Trestle Trail Transmission-Phase 2	637	(374.00)	-	374.00	-	-	-
SE Delaware Grnd Storage Tank Repaint	638	359,775.00	-	-	2,461.34	374.00	356,939.66
Sanitary Sewer Replacement	650	1,962,647.46	-	-	206,438.47	-	1,756,208.99
Trestle Ridge Trunk Sewer Cost Share	651	600,000.00	-	-	-	-	600,000.00
West Outfall Relief Sewer	652	135,456.87	-	-	-	-	135,456.87
Otter Creek Trust Sewer-Phase 4	655	236,589.72	-	-	49,440.50	-	187,149.22
NE Crestmoor San Sewer Replacement	656	511,010.01	-	-	479,053.95	-	31,956.06
Otter Creek Trunk Sewer Extension	657	416,786.18	-	-	-	-	416,786.18
SE 3rd Trunk Swr Ext-SE Grant to SE Sharon	658	405,125.96	-	-	220,835.38	-	184,290.58
NW Northlawn Area Sanitary Swr Improve	659	37,741.72	-	-	-	-	37,741.72
Four Mile Creek Trunk Sewer	660	2,783,603.66	-	-	793,995.15	-	1,989,608.51
Deer Creek Trunk Sewer	661	475,253.92	-	-	-	-	475,253.92
Storm Sewer Replacement	680	750,322.13	-	-	44,705.05	-	705,617.08
SE Creekview Drive Wetland	683	(2,500.00)	-	-	240.00	-	(2,740.00)
Westwinds Storm Sewer Extension	685	218,904.67	-	-	66,439.37	-	152,465.30
High Trestle Trail Channel Stab. - Phase 1	688	109,768.50	-	-	34,488.36	-	75,280.14
Wildflower Detention Basin	691	118,671.15	-	-	-	-	118,671.15
North Creek Channel Flood Repair	692	75,413.42	-	-	-	-	75,413.42
Westwinds Channel Flood Repair	693	145,636.99	-	-	-	-	145,636.99
Four Mile Creek Channel Stabilization	694	42,375.01	-	-	646.76	-	41,728.25
SE 3rd Street Storm Sewer Improvements	695	739,228.14	-	-	241,927.42	-	497,300.72
Tributary to Four Mile Creek Stabilization	696	97,108.60	-	-	3,080.99	-	94,027.61
Total Utility Fund Capital Projects		<u>\$ 13,057,074.43</u>	<u>\$ 4,372,576.74</u>	<u>\$ 374.00</u>	<u>\$ 7,042,638.86</u>	<u>\$ 374.00</u>	<u>\$ 10,387,012.31</u>



# City of Ankeny

## Capital Projects Cash Balance Summary

### September 30, 2023

Fund	Budget Number	Cash Balance July 1, 2023	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance September 30, 2023
Capital Project Funds:							
PRSC Tennis Courts Overlay	882	\$ 360,000.00	\$ -	\$ -	\$ -	\$ -	\$ 360,000.00
NW State St Extension Preliminary Design	885	402,880.86	-	-	91,717.00	-	311,163.86
S Anky Blvd Imprv-SE Pete to 1st Street	886	175,255.17	-	-	130,826.47	-	44,428.70
SW Magazine & SW State Intersection	887	60,000.00	-	-	-	-	60,000.00
Fiber Optic Network Upgrade	888	200,000.00	-	-	68,955.27	-	131,044.73
SE Corp Woods & SE Crosswinds Traffic	889	40,000.00	-	-	8,676.00	-	31,324.00
NE 62nd RBC Culvert for 4 Mile Creek	892	75,000.00	-	-	3,400.00	-	71,600.00
NW 36th & NW Weigel Asphalt Overlays	895	200,746.13	-	-	31,816.75	-	168,929.38
NE 36th Reconstruction-I-35 to Four Mile	896	(463,337.87)	-	-	20,060.96	-	(483,398.83)
Des Moines Street Parks Development	897	2,467,163.96	-	-	125,720.72	-	2,341,443.24
HTT Trailhead Restroom & Amenities	898	60,000.00	-	-	-	-	60,000.00
BAN/Bond Activity	900	916,959.10	547,773.59	-	49,207.21	-	1,415,525.48
Fire Station No. 4	901	825,827.79	-	-	102,718.77	-	723,109.02
Lakeside Center Repurposing	903	315,000.00	-	-	-	-	315,000.00
Senior Center	905	422,241.34	-	-	1,077.21	-	421,164.13
Public Works Winter Ops Satellite Facility	907	90,000.00	-	-	-	-	90,000.00
SE Hulsizer Road Realignment	908	19,921.96	-	-	-	-	19,921.96
NW Irvinedale/NW 18th St Turn Lane	910	51,500.00	-	-	-	-	51,500.00
N Ankeny Blvd & 18th St Int Improvements	913	159,660.70	-	-	402,147.62	-	(242,486.92)
Park Maintenance Facility Renovation	914	9,902.00	-	-	-	-	9,902.00
Pavement Preservation Program	915	(70,937.05)	-	-	-	-	(70,937.05)
Annual Street Replacement Program	916	1,836,677.75	-	-	988,140.62	-	848,537.13
Elementary Schools Walkability Imprvmnts	917	(35,502.00)	-	-	53,430.14	-	(88,932.14)
Prairie Ridge Sports Complex	920	68,299.02	-	-	14,427.25	-	53,871.77
NW Irvinedale & NW 18th Inters Imprvmnts	922	93,403.50	-	-	48,097.00	-	45,306.50
NE Frisk Dr Bridge Over Deer Creek	924	90,000.00	-	-	90,000.00	-	-
Miracle Field	925	49,215.10	-	-	-	-	49,215.10
Community Entrance Signage	927	48,554.20	-	-	-	-	48,554.20
Library	928	103,522.58	-	-	-	-	103,522.58
SW Oralabor & SW Edgewood Intersection	929	50,000.00	-	-	-	-	50,000.00
Public Facility Improvements	930	19,156.54	-	-	-	-	19,156.54
PRSC-Softball Bleacher Canopies	931	2,452.18	-	-	-	-	2,452.18
Cherry Glen Ballfield	933	151,084.70	-	-	185,415.78	668.72	(34,999.80)
NW 36th & NW State Interim Improvements	935	(59,743.47)	-	-	-	-	(59,743.47)
Annual Sidewalks/Trails	936	322,670.25	-	-	301,516.19	-	21,154.06
Older Parks Renovation	937	86,980.19	-	-	-	-	86,980.19
High Trestle Trail Extension	938	(1,621,992.61)	-	-	77,737.36	-	(1,699,729.97)
NE 54 Street Bridge & Trail	945	(228,478.11)	-	-	-	-	(228,478.11)
I35 & Corp Woods Interchange Report	946	50,000.00	-	-	-	-	50,000.00
N Ankeny Blvd Imprvmnts - 1st St to 11th St	949	250,000.00	-	-	11,847.93	-	238,152.07
Asphalt Street Resurfacing	950	708,754.25	-	-	279,768.28	-	428,985.97
E 1st/I-35 Interchange Improvements	951	1,111,569.00	-	-	-	-	1,111,569.00
NW 18th Recon-NW Ash to N Anky Blvd	953	4,270,439.92	-	-	3,233,580.29	-	1,036,859.63
NE Four Mile Drive RCB Culvert	955	190,327.93	-	-	-	-	190,327.93
Rock Creek Trail & Native Plantings	957	4,718.85	-	-	39,598.18	-	(34,879.33)
NW 18th St Extension-Weigel to Spruce	959	783,047.90	-	-	14,479.33	-	768,568.57
Street Patching Program	963	1,291,913.53	3,375.60	-	682,282.49	-	613,006.64
Traffic Signalization	965	1,741,077.73	-	-	254,029.39	-	1,487,048.34
NW 26th Street Widening	967	250,000.00	-	-	-	-	250,000.00
SW State St Recon-SW Ordinance to W 1st	968	1,765,148.18	-	-	1,262,052.99	-	503,095.19
E 1st Widening-Frisk to Four Mile	969	26,500.00	-	-	-	-	26,500.00
W 1st Widening & Improvements-Phase 1	970	(449,119.94)	-	-	58,348.53	-	(507,468.47)
Park Development	973	469,143.42	6,500.00	668.72	119,437.81	-	356,874.33
Park Land Acquisition	974	81,688.18	-	-	-	-	81,688.18
Uptown Parking Improvements	975	373,440.00	-	-	10,718.87	-	362,721.13
Prairie Trail Public Improvements	977	4,818,149.83	-	-	-	-	4,818,149.83
NE Delaware Reconstruction 5th-18th	979	2,574,615.20	1,465,591.33	-	2,716,432.52	-	1,323,774.01
S Ankeny & Magazine Safety	982	(106,009.17)	-	-	897.00	-	(106,906.17)
SE Crosswinds/SE 77th Improvements	983	(2,391,441.09)	1,526,846.27	-	364,731.41	-	(1,229,326.23)
PRSC Parking Lot Improvements	987	90,667.00	-	-	-	-	90,667.00
Oralabor & State Street Overpass	988	(34,410.76)	-	-	-	-	(34,410.76)
High Trestle Trail Trailhead & Pkg Lot	989	74,205.79	-	-	4,351.49	-	69,854.30
High Trestle Trail Experience Park	990	665,691.25	-	-	950.00	-	664,741.25
NW 36th Widening from Ash to Ankeny Blvd	992	981,790.48	-	-	805,116.85	-	176,673.63
SE Delaware Widening	993	30,981.93	-	-	79,398.02	-	(48,416.09)
Street/Sidewalk Oversizing	995	34,619.72	-	-	-	-	34,619.72
Capital Projects Reserve	997	6,916,103.39	-	-	-	-	6,916,103.39
SW Oralabor & State Safety Improvements	998	1,762,112.94	-	-	1,089,618.53	-	672,494.41
Total Non Utility Fund Capital Projects		\$ 35,629,809.37	\$ 3,550,086.79	\$ 668.72	\$ 13,822,728.23	\$ 668.72	\$ 25,357,167.93

**City of Ankeny**  
**Revenue Summary by Fund**  
**September 30, 2023**

<b>Fund</b>	<b>Budget Number</b>	<b>2021-22 Actual</b>	<b>2022-23 Actual</b>	<b>2023-24 Budget</b>	<b>As of September 30, 2023</b>	<b>Variance</b>	<b>Percent <sup>(2)</sup></b>
General:							
General	100	\$ 40,677,426.76	\$ 44,806,791.52	\$ 45,242,433.00	\$ 6,382,450.39	\$ (38,859,982.61)	14.11%
Hotel/Motel Tax	233	2,664.51	19,235.10	6,000.00	-	(6,000.00)	0.00%
Special Revenue:							
Fire Gift	220	2,439	6,536	5,300.00	625.00	(4,675.00)	11.79%
Hawkeye Park Player Fees	240	9,378.03	7,641.94	10,400.00	2,895.00	(7,505.00)	27.84%
Police Gift	250	4,209.82	4,073.60	4,100.00	-	(4,100.00)	0.00%
Road Use Tax	260	9,074,922.97	9,577,651.33	8,935,310.00	2,580,661.84	(6,354,648.16)	28.88%
Police Seizure	270	12,434.91	22,100.89	6,800.00	3,913.00	(2,887.00)	57.54%
Tax Increment Financing	280	9,148,707.02	10,056,491.47	10,399,833.00	987,479.59	(9,412,353.41)	9.50%
Police and Fire Retirement	290	2,393,282.25	2,546,782.13	2,662,549.00	121,496.29	(2,541,052.71)	4.56%
Landfill Post-Closure	295	124.62	1,896.90	800.00	-	(800.00)	0.00%
Friends of the Ankeny Library	430	47,841.33	44,723.83	46,700.00	3,972.69	(42,727.31)	8.51%
Park Dedication	440	30,723.29	47,100.34	5,000.00	-	(5,000.00)	0.00%
Sports Complex Foundation	445	15,875.92	17,604.74	14,000.00	12,210.00	(1,790.00)	87.21%
Ankeny Garden Club	446	1,449.54	1,592.45	1,420.00	-	(1,420.00)	0.00%
Miracle Park Fund	448	10,853.15	8,517.47	5,600.00	696.50	(4,903.50)	12.44%
Dog Park Trust Fund	449	333.93	767.55	-	-	-	-
P&R Scholarship Fund	450	-	27,173.90	-	-	-	-
Civic Trust Fund	484	186,464.14	-	-	17,267.92	17,267.92	-
Debt Service	300	29,364,984.36	15,102,496.15	15,497,792.00	638,388.82	(14,859,403.18)	4.12%
Enterprise:							
Solid Waste	500	1,183,182.09	1,363,021.03	1,475,000.00	350,239.09	(1,124,760.91)	23.75%
Utility Deposits	505	201,802.31	190,642.85	217,000.00	65,722.26	(151,277.74)	30.29%
Water Operations	510	18,128,905.67	19,545,481.82	21,619,504.00	7,035,613.63	(14,583,890.37)	32.54%
Water Improvement	520	-	-	-	-	-	-
Water Sinking	530	-	-	-	-	-	-
Sewer Operations	550	17,758,873.85	17,085,080.35	16,854,119.00	4,672,460.85	(12,181,658.15)	27.72%
Sewer Improvement	560	-	-	-	-	-	-
Sewer Sinking	570	-	-	-	-	-	-
Storm Water	580	3,413,386.00	3,671,742.25	3,643,814.00	897,746.00	(2,746,068.00)	24.64%
Golf Course	590	2,224,378.94	2,573,720.83	1,934,000.00	1,118,541.64	(815,458.36)	57.84%
Capital Project:							
Utility Fund Capital Projects	6**	6,578,382.26	3,393,193.39	7,845,000.00	4,372,576.74	(3,472,423.26)	55.74%
Special Assessments	8**	-	277,157.71	-	468,636.00	468,636.00	-
Capital Projects	9**	25,146,661.48	15,806,305.27	22,337,913.00	3,550,086.79	(18,787,826.21)	15.89%
<b>Total Budgeted Revenues</b>		<b>\$ 165,619,688.54</b>	<b>\$ 146,205,522.84</b>	<b>\$ 158,770,387.00</b>	<b>\$ 33,283,680.04</b>	<b>\$ (125,486,706.96)</b>	<b>20.96%</b>
Internal Service:							
Revolving	710	\$ 1,343,470.86	\$ 1,472,271.23	\$ 1,789,570.00	\$ 392,894.02	\$ (1,396,675.98)	21.95%
Risk Management	720	1,280,848.03	2,354,386.64	1,498,000.00	76,669.24	(1,421,330.76)	5.12%
Health Insurance	730	4,805,782.88	5,394,634.32	5,215,000.00	1,492,317.74	(3,722,682.26)	28.62%
Sustainability Revolving Loan	770	1,370.00	1,230.73	200.00	-	(200.00)	0.00%
Economic Development Revolving	780	14,421.21	8,726.69	4,600.00	-	(4,600.00)	0.00%
Equipment Reserve	790	135,059.94	134,122.32	303,385.00	-	(303,385.00)	0.00%
<b>Total Unbudgeted Revenues</b>		<b>\$ 7,580,952.92</b>	<b>\$ 9,365,371.93</b>	<b>\$ 8,810,755.00</b>	<b>\$ 1,961,881.00</b>	<b>\$ (6,848,874.00)</b>	<b>22.27%</b>
<b>Total All Revenues <sup>(1)</sup></b>		<b>\$ 173,200,641.46</b>	<b>\$ 155,570,894.77</b>	<b>\$ 167,581,142.00</b>	<b>\$ 35,245,561.04</b>	<b>\$ (132,335,580.96)</b>	<b>21.03%</b>

<sup>(1)</sup> Includes interfund transactions.

<sup>(2)</sup> September is 25% of the fiscal year.

**City of Ankeny**  
**Expenditure Summary by Fund**  
**September 30, 2023**

<b>Fund</b>	<b>Budget Number</b>	<b>2021-22 Actual</b>	<b>2022-23 Actual</b>	<b>2023-24 Budget</b>	<b>As of September 30, 2023</b>	<b>Variance</b>	<b>Percent <sup>(2)</sup></b>
General:							
General	100	\$ 35,445,204.86	\$ 39,926,831.86	\$ 45,575,192.00	\$ 11,458,098.76	\$ (34,117,093.24)	25.14%
Hotel/Motel Tax	233	1,092,757.61	1,366,279.13	1,382,289.00	419,724.19	(962,564.81)	30.36%
Special Revenue:							
Fire Gift	220	280	324	5,000.00	-	(5,000.00)	0.00%
Hawkeye Park Player Fees	240	-	17,434.00	22,120.00	-	(22,120.00)	0.00%
Police Gift	250	-	3,932.94	4,000.00	-	(4,000.00)	0.00%
Road Use Tax	260	6,309,244.00	6,546,030.24	8,345,582.00	1,961,657.60	(6,383,924.40)	23.51%
Police Seizure	270	9,710.60	4,700.15	39,900.00	23,697.14	(16,202.86)	59.39%
Tax Increment Financing	280	1,974,910.00	2,565,008.00	2,804,559.00	-	(2,804,559.00)	0.00%
Police and Fire Retirement	290	2,580,774.17	2,727,388.46	2,839,551.00	736,519.09	(2,103,031.91)	25.94%
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	41,770.78	46,895.73	46,000.00	30,005.49	(15,994.51)	65.23%
Park Dedication	440	-	-	-	-	-	
Sports Complex Foundation	445	-	-	-	-	-	
Ankeny Garden Club	446	3,640.00	-	1,000.00	-	(1,000.00)	0.00%
Miracle Park Fund	448	-	320.00	10,000.00	630.94	(9,369.06)	6.31%
Dog Park Trust Fund	449	-	-	-	-	-	
P&R Scholarship Fund	450	-	-	5,000.00	291.75	(4,708.25)	5.84%
Civic Trust Fund	484	-	-	-	-	-	
Debt Service	300	38,022,650.42	24,205,486.24	25,028,489.00	-	(25,028,489.00)	0.00%
Enterprise:							
Solid Waste	500	1,310,972.54	1,059,080.77	1,483,821.00	208,773.45	(1,275,047.55)	14.07%
Utility Deposits	505	155,535.00	168,900.00	183,000.00	62,950.00	(120,050.00)	34.40%
Water Operations	510	13,866,790.86	12,631,530.53	26,151,282.00	3,564,323.50	(22,586,958.50)	13.63%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	5,273,795.42	1,592,286.76	2,207,538.00	-	(2,207,538.00)	0.00%
Sewer Operations	550	9,250,821.92	12,735,377.06	9,475,151.00	2,848,617.95	(6,626,533.05)	30.06%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	4,076,287.50	-	-	-	-	
Storm Water	580	836,450.19	1,100,902.52	1,194,213.00	310,078.19	(884,134.81)	25.97%
Golf Course	590	1,755,171.77	2,026,266.39	2,340,137.00	740,336.17	(1,599,800.83)	31.64%
Capital Project:							
Utility Fund Capital Projects	6**	7,997,584.72	12,985,502.97	21,125,273.00	7,042,638.86	(14,082,634.14)	33.34%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	23,595,037.43	31,599,841.94	30,775,398.00	13,822,728.23	(16,952,669.77)	44.91%
<b>Total Budgeted Expenditures</b>		<b>\$ 153,599,389.99</b>	<b>\$ 153,310,319.69</b>	<b>\$ 181,044,495.00</b>	<b>\$ 43,231,071.31</b>	<b>\$ (137,813,423.69)</b>	<b>23.88%</b>
Internal Service:							
Revolving	710	\$ 1,364,108.72	\$ 1,423,273.57	\$ 1,789,570.00	\$ 322,302.07	\$ (1,467,267.93)	18.01%
Risk Management	720	1,250,301.56	2,582,375.66	1,498,000.00	797,234.68	(700,765.32)	53.22%
Health Insurance	730	4,771,845.17	5,446,642.56	5,583,000.00	1,217,185.42	(4,365,814.58)	21.80%
Sustainability Revolving Loan	770	-	-	-	-	-	
Economic Development Revolving	780	-	-	-	-	-	
Equipment Reserve	790	48,362.00	471,067.10	1,480,880.00	-	(1,480,880.00)	0.00%
<b>Total Unbudgeted Expenditures</b>		<b>\$ 7,434,617.45</b>	<b>\$ 9,923,358.89</b>	<b>\$ 10,351,450.00</b>	<b>\$ 2,336,722.17</b>	<b>\$ (8,014,727.83)</b>	<b>22.57%</b>
<b>Total All Expenditures <sup>(1)</sup></b>		<b>\$ 161,034,007.44</b>	<b>\$ 163,233,678.58</b>	<b>\$ 191,395,945.00</b>	<b>\$ 45,567,793.48</b>	<b>\$ (145,828,151.52)</b>	<b>23.81%</b>

<sup>(1)</sup> Includes interfund transactions.

<sup>(2)</sup> September is 25% of the fiscal year.

**City of Ankeny**  
**Major Operating Funds**  
**Detailed Revenue Summary**  
**September 30, 2023**

	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of September 30, 2023	Over (under) Budget	Percent <sup>(1)</sup>
<b>General Fund:</b>						
Property Tax:						
General Property Tax	\$ 25,054,492	\$ 27,322,028	\$ 28,854,508	\$ 1,217,957	\$ (27,636,551)	4.22%
Ag Land Tax	12,960	12,794	14,484	1,571	(12,913)	10.84%
Airport Authority Levy	621,186	651,414	683,324	28,849	(654,475)	4.22%
Subtotal	\$ 25,688,638	\$ 27,986,235	\$ 29,552,316	\$ 1,248,376	\$ (28,303,940)	4.22%
Non-Property Taxes:						
Hotel/Motel Tax	\$ 1,527,170	\$ 2,119,476	\$ 1,982,000	\$ 543,191	\$ (1,438,809)	27.41%
Mobile Home Tax	16,026	16,515	15,300	2,291	(13,009)	14.97%
Utility Replacement Tax	188,001	200,301	201,691	-	(201,691)	0.00%
Utility Franchise Tax	1,600,494	1,785,485	1,419,000	355,828	(1,063,172)	25.08%
Cable TV Franchise Tax	250,135	218,635	216,000	48,469	(167,531)	22.44%
Subtotal	\$ 3,581,827	\$ 4,340,413	\$ 3,833,991	\$ 949,779	\$ (2,884,212)	24.77%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	\$ 119,059	\$ 67,462	\$ 65,000	\$ 51,400	\$ (13,600)	79.08%
Cigarette Permits	6,050	5,375	5,000	375	(4,625)	7.50%
Solicitor Licenses	8,870	9,015	7,000	895	(6,105)	12.79%
Miscellaneous Business Licenses	9,050	17,710	7,000	8,160	1,160	116.57%
Garbage Licenses	1,400	1,400	1,400	-	(1,400)	0.00%
Pet Licenses	41,450	40,931	35,000	4,193	(30,807)	11.98%
Fire Permits	5,113	17,180	3,000	2,200	(800)	73.33%
Code Enforcement Licenses & Permits:						
Alarm Permits	12,410	13,195	14,000	3,290	(10,710)	23.50%
Building Permits	2,069,033	1,820,542	1,262,000	409,775	(852,225)	32.47%
Electrical Permits	173,295	170,372	103,000	38,358	(64,642)	37.24%
Heating Permits	122,470	120,454	67,000	29,409	(37,591)	43.89%
Plumbing Permits	128,084	135,380	92,000	22,229	(69,771)	24.16%
Driveway Permits	16,680	13,615	6,000	2,835	(3,165)	47.25%
Sidewalk Permits	16,005	13,515	6,000	2,685	(3,315)	44.75%
Moving/Demolition Permits	325	225	100	100	-	100.00%
Fence & Oversize Permits	87,087	78,394	65,000	12,296	(52,704)	18.92%
Subtotal	\$ 2,816,381	\$ 2,524,765	\$ 1,738,500	\$ 588,200	\$ (1,150,300)	33.83%
Use of Money and Property:						
Interest	\$ 214,311	\$ 2,103,263	\$ 2,300,000	\$ 1,265,874	\$ (1,034,126)	55.04%
Commissions	19,015	7,307	7,600	365	(7,235)	4.80%
Advertising	-	-	-	-	-	
Leases	43,632	46,078	46,062	1,500	(44,562)	3.26%
Community Centers Rental	81,268	89,871	77,000	26,220	(50,781)	34.05%
Park Shelter Rentals	24,861	25,988	18,000	6,113	(11,888)	33.96%
Sports Complex Rentals	123,567	116,281	88,000	84,332	(3,668)	95.83%
Aquatic Center Rentals	34,357	39,384	30,000	947	(29,053)	3.16%
Miscellaneous Rentals	27,584	84,782	11,000	18,511	7,511	168.28%
Subtotal	\$ 568,595	\$ 2,512,954	\$ 2,577,662	\$ 1,403,861	\$ (1,173,801)	54.46%
Intergovernmental Revenue:						
Local:						
Fire Protection	\$ 359,911	\$ 225,340	\$ 443,000	\$ 171,596	\$ (271,404)	38.73%
School/Police Agreements	145,066	156,204	145,487	78,595	(66,892)	54.02%
County Library Contribution	150,776	185,284	185,284	-	(185,284)	0.00%
Other Local Contributions	42,900	54,244	68,000	36,013	(31,987)	52.96%
State:						
Commercial & Industrial Replacement	664,092	530,674	401,278	-	(401,278)	0.00%
Business Property Tax Credit	-	-	211,779	-	(211,779)	0.00%
Library Contribution	31,060	28,987	28,987	16,875	(12,112)	58.22%
Miscellaneous Grants	18,208	-	-	-	-	
Federal:						
Public Safety Grants	174,663	64,802	45,000	23,395	(21,605)	51.99%
Subtotal	\$ 1,586,676	\$ 1,245,535	\$ 1,528,815	\$ 326,474	\$ (1,202,341)	21.35%
Service Charges:						
Police and Fire:						
Insurance Reports	\$ 8,643	\$ 8,815	\$ 9,000	\$ 2,785	\$ (6,215)	30.94%
Fire/Ambulance Reports	140	130	200	20	(180)	10.00%
False Alarm Fees	1,975	2,200	4,000	325	(3,675)	8.13%
Ambulance Charges	2,750,308	2,606,610	2,866,760	734,974	(2,131,786)	25.64%
Fingerprinting	14,175	12,508	15,000	2,168	(12,832)	14.45%
Towing Surcharge	1,920	2,340	2,000	490	(1,510)	24.50%
Plan Review Fees	40,435	23,300	15,000	4,200	(10,800)	28.00%
Parks and Recreation:						
Admissions	590,141	611,737	496,000	421,831	(74,169)	85.05%
Season Passes	476,049	492,194	463,000	17,531	(445,469)	3.79%
Special Population	1,851	-	-	-	-	
Special Programs	154,535	154,003	131,000	22,943	(108,057)	17.51%
Rec Programs - Tax Exempt	515,901	576,841	453,000	174,301	(278,699)	38.48%
Swimming Lessons	125,497	131,018	112,000	8,105	(103,895)	7.24%
Dog Park Passes	33,604	27,382	37,000	3,726	(33,274)	10.07%

	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of September 30, 2023	Over (under) Budget	Percent <sup>(1)</sup>
Housing and Subdivision:						
Housing Code	101,200	93,094	64,000	20,725	(43,275)	32.38%
Plan Review Fees	508,062	339,534	249,000	81,083	(167,917)	32.56%
Site Plan Review	18,300	15,300	8,000	2,360	(5,640)	29.50%
Zoning	6,380	5,645	4,000	4,400	400	110.00%
Subdivision Filing Fees	14,640	7,980	4,000	3,380	(620)	84.50%
Board of Adjustment Fees	3,120	3,720	2,000	970	(1,030)	48.50%
Architect Review Board Fees	6,305	4,005	3,000	515	(2,485)	17.17%
Miscellaneous Service Charges:						
Information Systems - Enterprise Funds	340,235	333,771	410,946	80,793	(330,153)	19.66%
Animal Impound Fees	3,680	3,353	7,000	733	(6,267)	10.47%
Copy Charges	8,890	10,315	8,000	3,105	(4,895)	38.81%
Miscellaneous Service Charges	11,700	10,595	9,000	8,881	(119)	98.67%
Subtotal	\$ 5,737,685	\$ 5,476,391	\$ 5,372,906	\$ 1,600,342	\$ (3,772,564)	29.79%
Other Revenues:						
Map Sales	\$ 30	\$ 25	\$ -	\$ 5	\$ 5	
Sales/Salvages	1,897	16,529	400	2,348	1,948	587.00%
Concessions	288,637	282,327	234,000	162,862	(71,138)	69.60%
Contributions-Private Sources	-	6,200	-	21,667	21,667	
Program Sponsorships	25,172	28,034	18,000	4,291	(13,709)	23.84%
Refunds/Rebates	14,592	1,880	-	-	-	
Prairie Ridge Maint Reimb	241,132	206,277	265,843	46,909	(218,935)	17.65%
Roadway Signage Reimb	6,625	16,385	-	-	-	
Police OT Reimb	18,229	11,936	12,000	-	(12,000)	0.00%
Court Fines	49,968	83,247	78,000	8,784	(69,216)	11.26%
Library Fines	20,924	19,374	20,000	4,057	(15,943)	20.29%
Miscellaneous Library Revenues	7,846	7,046	6,000	4,649	(1,351)	77.48%
Miscellaneous Revenues	20,529	40,191	4,000	7,401	3,401	185.02%
Overages/Shortages	2,045	1,048	-	2,445	2,445	
Subtotal	\$ 697,625	\$ 720,498	\$ 638,243	\$ 265,418	\$ (372,825)	41.59%
Fund Total	\$ 40,677,427	\$ 44,806,792	\$ 45,242,433	\$ 6,382,450	\$ (38,859,983)	14.11%
<b>Hotel/Motel Tax Fund</b>						
Other Revenue:						
Interest	\$ 665	\$ 17,235	\$ 6,000	\$ -	\$ (6,000)	0.00%
Refunds/Reimbursements	2,000	2,000	-	-	-	
Fund Total	\$ 2,665	\$ 19,235	\$ 6,000	\$ -	\$ (6,000)	0.00%
<b>Road Use Tax Fund:</b>						
Intergovernmental Revenue:						
Road Use Taxes	\$ 9,052,931	\$ 9,343,167	\$ 8,825,310	\$ 2,579,674	\$ (6,245,637)	29.23%
Interest	12,651	227,038	105,000	-	(105,000)	0.00%
Grants	4,735	-	-	-	-	
Salvage Sales	4,006	2,263	-	387	387	
Refunds	600	4,204	5,000	143	(4,857)	2.86%
Reimbursements	-	979	-	458	458	
Fund Total	\$ 9,074,923	\$ 9,577,651	\$ 8,935,310	\$ 2,580,662	\$ (6,354,648)	28.88%
<b>Tax Increment Financing Fund:</b>						
Property Tax:						
TIF District Urban Renewal I	\$ 8,365,424	\$ 8,990,643	\$ 9,337,444	\$ 371,477	\$ (8,965,967)	3.98%
TIF District Urban Renewal II	364,061	483,107	567,684	25,621	(542,063)	4.51%
TIF District Urban Renewal III	389,846	416,756	433,705	50,899	(382,806)	11.74%
Use of Money and Property:						
Interest	8,043	165,985	61,000	-	(61,000)	0.00%
Other Reimbursements	21,333	-	-	539,482	539,482	
Fund Total	\$ 9,148,707	\$ 10,056,491	\$ 10,399,833	\$ 987,480	\$ (9,412,353)	9.50%
<b>Police and Fire Retirement Fund:</b>						
Property Tax:						
General Property Tax	\$ 2,277,681	\$ 2,442,175	\$ 2,558,395	\$ 108,015	\$ (2,450,380)	4.22%
Non-property Taxes:						
Mobile Home Tax	1,422	1,442	1,000	199	(801)	19.91%
Utility Replacement Tax	16,678	17,487	17,469	-	(17,469)	0.00%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	58,911	46,307	34,756	-	(34,756)	0.00%
Grants	11,605	-	-	-	-	
School Police Agreements	26,036	26,824	26,586	13,282	(13,304)	49.96%
Business Property Tax Credit	-	-	18,343	-	(18,343)	0.00%
Use of Money and Property:						
Interest	950	6,250	6,000	-	(6,000)	0.00%
Other Revenue:						
Refunds/Reimbursements/Rebates	-	6,297	-	-	-	
Fund Total	\$ 2,393,282	\$ 2,546,782	\$ 2,662,549	\$ 121,496	\$ (2,541,053)	4.56%
<b>Debt Service Fund:</b>						
Property Tax:						
General Property Tax	\$ 14,253,678	\$ 14,611,968	\$ 15,054,041	\$ 637,295	\$ (14,416,746)	4.23%
Non-property Taxes:						
Mobile Home Tax	8,275	8,003	8,000	1,094	(6,906)	13.68%



	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of September 30, 2023	Over (under) Budget	Percent <sup>(1)</sup>
Utility Replacement Tax	97,033	96,971	95,287	-	(95,287)	0.00%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	342,757	276,946	204,411	-	(204,411)	0.00%
Business Property Tax Credit	-	-	100,053	-	(100,053)	0.00%
Use of Money and Property:						
Interest	3,241	108,608	36,000	-	(36,000)	0.00%
Bond Proceeds	14,660,000	-	-	-	-	
Fund Total	\$ 29,364,984	\$ 15,102,496	\$ 15,497,792	\$ 638,389	\$ (14,859,403)	4.12%
<b>Solid Waste Fund:</b>						
Recycling Fees	\$ 1,163,983	\$ 1,336,486	1,454,000	345,101	(1,108,899)	23.73%
Service Charges	19,030	20,455	20,000	5,138	(14,862)	25.69%
Grants	-	-	-	-	-	
Interest	168	6,080	1,000	-	(1,000)	0.00%
Fund Total	\$ 1,183,182	\$ 1,363,021	\$ 1,475,000	\$ 350,239	\$ (1,124,761)	23.75%
<b>Water Fund:</b>						
Refunds	\$ 11,791	\$ 10,482	11,000	6,849	\$ (4,151)	62.26%
Sales Tax	(151)	63	-	23	23	
Excise Tax	904,784	982,146	1,166,000	361,016	(804,984)	30.96%
Cell Tower Lease	83,008	82,534	85,197	10,544	(74,653)	12.38%
Outside Billing	20,263	27,692	20,000	4,055	(15,945)	20.28%
Water Sales	12,712,319	13,850,632	15,695,691	5,453,681	(10,242,010)	34.75%
Hook Up Fees	329,793	308,782	200,000	94,535	(105,465)	47.27%
Meter Sales	477,374	434,881	520,000	126,841	(393,159)	24.39%
Temporary Water Sales	85,620	79,960	80,000	13,640	(66,360)	17.05%
Water Availability	3,344,757	3,589,191	3,654,616	927,132	(2,727,484)	25.37%
Service Charges	136,937	140,629	127,000	38,843	(88,157)	30.59%
Unapplied Credits	14,782	7,879	-	(6,926)	(6,926)	
Deposits	201,802	190,643	217,000	65,722	(151,278)	30.29%
Interest	4,750	24,000	60,000	-	(60,000)	0.00%
Miscellaneous	2,879	6,612	-	5,380	5,380	
Fund Total	\$ 18,330,708	\$ 19,736,125	\$ 21,836,504	\$ 7,101,336	\$ (14,735,168)	32.52%
<b>Sewer Fund:</b>						
Sales Tax	\$ 243,856	\$ 262,457	\$ 279,000	\$ 64,059	\$ (214,941)	22.96%
Refunds	-	53	-	-	-	
Miscellaneous	-	2,780	-	9,649	9,649	
Miscellaneous Service Charge	63,344	60,519	67,000	15,058	(51,942)	22.48%
Sewer Disposal Fee	-	-	-	-	-	
Sewer Usage	9,943,470	10,019,648	9,830,513	2,365,587	(7,464,926)	24.06%
Hook Up Fees	1,110,017	299,199	300,000	580,314	280,314	193.44%
Sewer Availability	6,385,182	6,426,174	6,317,606	1,595,794	(4,721,812)	25.26%
Interest	13,006	14,250	60,000	42,000	(18,000)	70.00%
Fund Total	\$ 17,758,874	\$ 17,085,080	\$ 16,854,119	\$ 4,672,461	\$ (12,181,658)	27.72%
<b>Storm Water Fund</b>						
Permits	\$ 101,620	\$ 97,220	\$ 60,000	\$ 20,940	\$ (39,060)	34.90%
Interest	3,373	70,903	29,000	-	(29,000)	0.00%
Sales Tax	61,672	66,277	75,000	17,031	(57,969)	22.71%
Service Charges	3,245,895	3,423,284	3,479,814	859,775	(2,620,039)	24.71%
Miscellaneous	826	14,059	-	-	-	
Fund Total	\$ 3,413,386	\$ 3,671,742	\$ 3,643,814	\$ 897,746	\$ (2,746,068)	24.64%
<b>Golf Course Fund:</b>						
Refunds	\$ 1,980	\$ 1,172	\$ 1,000	\$ 46	\$ (954)	4.59%
Rebates	-	-	-	-	-	
Commissions	2,123	1,051	1,000	101	(899)	10.10%
Miscellaneous Service Charges	21,486	26,649	24,000	10,712	(13,288)	44.63%
Gift Certificates	9,425	3,447	-	(2,135)	(2,135)	
Driving Range	183,347	212,937	185,000	96,157	(88,843)	51.98%
Rec Program Fees	25,074	27,770	22,000	17	(21,983)	0.08%
Overages (Shortages)	(37)	(1,145)	-	(833)	(833)	
Food and Beverage Sales	242,698	292,505	196,000	137,020	(58,980)	69.91%
Clubhouse and Banquet Rental	30,610	28,729	31,000	6,688	(24,312)	21.57%
Alcoholic Beverage Sales	286,436	332,814	206,000	158,521	(47,479)	76.95%
Season Passes	114,336	109,799	98,000	3,176	(94,824)	3.24%
Greens Fees	662,097	757,386	573,000	369,919	(203,081)	64.56%
Merchandise Sales	115,259	150,417	105,000	64,088	(40,912)	61.04%
Cart Rental	398,453	446,538	345,000	207,936	(137,064)	60.27%
Equipment Rental	2,877	3,604	3,000	1,695	(1,305)	56.50%
Sales Tax	42,081	46,635	34,000	19,249	(14,751)	56.61%
Miscellaneous Revenue	84,767	100,824	95,000	46,184	(48,816)	48.62%
Interest	1,366	32,591	15,000	-	(15,000)	0.00%
Fund Total	\$ 2,224,379	\$ 2,573,721	\$ 1,934,000	\$ 1,118,542	\$ (815,458)	57.84%
<b>Total - Major Operating Funds</b>	<b>\$ 133,572,517</b>	<b>\$ 126,539,137</b>	<b>\$ 128,487,354</b>	<b>\$ 24,850,800</b>	<b>\$ (103,636,554)</b>	<b>19.34%</b>

<sup>(1)</sup> September is 25% of the fiscal year.

**City of Ankeny**  
**Major Operating Funds**  
**Budget versus Actual**  
**September 30, 2023**

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
<b>General Fund</b>									
Public Safety:									
Police Administration	1111	\$ 2,000	\$ 4,145	\$ 2,145	207%	\$ 2,002,095	\$ 438,415	\$ (1,563,680)	22%
Police Operations	1112	282,487	144,879	(137,608)	51%	8,221,822	2,101,053	(6,120,769)	26%
Police Support Services	1114	43,000	8,612	(34,388)	20%	2,978,095	787,685	(2,190,410)	26%
Crossing Guards	1119	-	-	-	N/A	118,129	1,922	(116,207)	2%
Emergency Preparedness	1140	-	-	-	N/A	99,144	22,570	(76,574)	23%
Fire Support	1141	461,200	178,048	(283,152)	39%	1,346,654	236,438	(1,110,216)	18%
Fire Suppression	1142	1,000	6,419	5,419	642%	3,713,161	870,632	(2,842,529)	23%
Emergency Medical Services	1144	2,867,760	734,974	(2,132,786)	26%	6,392,097	1,373,513	(5,018,584)	21%
Code Enforcement	1460	1,857,100	613,148	(1,243,952)	33%	2,152,474	543,199	(1,609,275)	25%
Animal Control	2224	7,000	733	(6,267)	10%	31,000	9,375	(21,625)	30%
Subtotal		\$ 5,521,547	\$ 1,690,959	\$ (3,830,588)	31%	\$ 27,054,671	\$ 6,384,801	\$ (20,669,870)	24%
Culture & Recreation:									
Library	2331	\$ 260,971	\$ 47,112	\$ (213,859)	18%	\$ 2,789,570	\$ 753,447	\$ (2,036,123)	27%
Park Administration	2440	60,000	9,951	(50,049)	17%	349,345	89,213	(260,132)	26%
Park Maintenance	2441	-	-	-	N/A	2,084,369	526,099	(1,558,270)	25%
Recreation Programs	2442	526,000	163,991	(362,009)	31%	936,428	282,353	(654,075)	30%
Community Centers	2443	181,000	71,299	(109,702)	39%	585,320	123,867	(461,453)	21%
Aquatic Centers	2444	1,262,000	583,068	(678,932)	46%	1,597,732	887,951	(709,781)	56%
Prairie Ridge Sports Complex	2445	380,600	126,347	(254,254)	33%	1,211,674	372,485	(839,189)	31%
Hawkeye Concessions	2446	58,300	33,320	(24,980)	57%	66,120	20,406	(45,714)	31%
Cemetery	3547	-	-	-	N/A	600	600	-	100%
Subtotal		\$ 2,728,871	\$ 1,035,088	\$ (1,693,783)	38%	\$ 9,621,158	\$ 3,056,420	\$ (6,564,738)	32%
Public Works:									
Airport Authority	3548	\$ 702,472	\$ 28,902	\$ (673,570)	4%	\$ 702,928	\$ -	\$ (702,928)	0%
Subtotal		\$ 702,472	\$ 28,902	\$ (673,570)	4%	\$ 702,928	\$ -	\$ (702,928)	0%
Community & Economic Development:									
Development Engineering	3545	\$ 58,000	\$ 8,346	\$ (49,654)	14%	\$ 1,032,176	\$ 317,646	\$ (714,530)	31%
Housing Authority	3648	-	-	-	N/A	23,707	-	(23,707)	0%
Economic Development	4886	-	-	-	N/A	392,551	104,394	(288,157)	27%
Community Development	4887	22,000	12,030	(9,970)	55%	1,219,152	321,414	(897,738)	26%
Subtotal		\$ 80,000	\$ 20,376	\$ (59,624)	25%	\$ 2,667,586	\$ 743,454	\$ (1,924,132)	28%
General Government:									
Communications	2335	\$ -	\$ -	\$ -	N/A	\$ 465,913	\$ 117,305	\$ (348,608)	25%
Mayor and City Council	4881	-	-	-	N/A	524,927	104,225	(420,702)	20%
Human Resources	4882	-	-	-	N/A	517,045	115,177	(401,868)	22%
City Manager	4883	-	-	-	N/A	1,142,447	311,012	(831,435)	27%
City Clerk	4884	120,400	65,023	(55,377)	54%	531,410	127,779	(403,631)	24%
Finance	4885	35,678,197	3,459,031	(32,219,166)	10%	611,177	156,933	(454,244)	26%
Information Technology	4889	410,946	83,072	(327,874)	20%	1,643,782	323,171	(1,320,611)	20%
City Hall Building	4891	-	-	-	N/A	92,148	17,822	(74,326)	19%
Subtotal		\$ 36,209,543	\$ 3,607,126	\$ (32,602,417)	10%	\$ 5,528,849	\$ 1,273,424	\$ (4,255,425)	23%
Total General Fund		\$ 45,242,433	\$ 6,382,450	\$ (38,859,983)	14%	\$ 45,575,192	\$ 11,458,099	\$ (34,117,093)	25%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	\$ 6,000	\$ -	\$ (6,000)	0%	\$ 1,382,289	\$ 419,724	\$ (962,565)	30%
Road Use Tax Fund									
Public Works:									
Street Lighting	1260	\$ -	\$ -	\$ -	N/A	\$ 726,000	\$ 159,585	\$ (566,415)	22%
Roadway Administration	3261	8,935,310	2,580,061	(6,355,249)	29%	2,041,267	520,786	(1,520,481)	26%
Roadway Maintenance	3262	-	601	601	N/A	2,737,874	655,822	(2,082,052)	24%
Snow and Ice Control	3263	-	-	-	N/A	1,383,193	220,140	(1,163,053)	16%
Traffic Safety	3265	-	-	-	N/A	1,457,248	405,324	(1,051,924)	28%
Total Road Use Tax Fund		\$ 8,935,310	\$ 2,580,662	\$ (6,354,648)	29%	\$ 8,345,582	\$ 1,961,658	\$ (6,383,924)	24%

Revenue						Expenditures					
		<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>%</u>		
Tax Increment Financing											
Community and Economic Development	4280	\$ 10,399,833	\$ 987,480	\$ (9,412,353)	9%	\$ 2,804,559	\$ -	\$ (2,804,559)	0%		
Police and Fire Retirement											
Public Safety:	4290	\$ 2,662,549	\$ 121,496	\$ (2,541,053)	5%	\$ 2,839,551	\$ 736,519	\$ (2,103,032)	26%		
Debt Service											
Debt Service:	4300	\$ 15,497,792	\$ 638,389	\$ (14,859,403)	4%	\$ 25,028,489	\$ -	\$ -	0%		
Solid Waste											
Enterprise:	3500	\$ 1,475,000	\$ 350,239	\$ (1,124,761)	24%	\$ 1,483,821	\$ 208,773	\$ (1,275,048)	14%		
Water											
Enterprise:											
Utility Deposits	3505	\$ 217,000	\$ 65,722	\$ (151,278)	30%	\$ 183,000	\$ 62,950	\$ (120,050)	34%		
Water Administration	3510	21,619,504	7,035,614	(14,583,890)	33%	23,387,144	2,809,250	(20,577,894)	12%		
Water Maintenance	3512	-	-	-	N/A	2,764,138	755,074	(2,009,064)	27%		
Water Improvement	3520	-	-	-	N/A	-	-	-	N/A		
Water Sinking	3530	-	-	-	N/A	2,207,538	-	(2,207,538)	0%		
Total Water Fund		<u>\$ 21,836,504</u>	<u>\$ 7,101,336</u>	<u>\$ (14,735,168)</u>	33%	<u>\$ 28,541,820</u>	<u>\$ 3,627,274</u>	<u>\$ (24,914,547)</u>	13%		
Sewer											
Enterprise:											
Wastewater Administration	3550	\$ 16,854,119	\$ 4,672,461	\$ (12,181,658)	28%	\$ 8,047,467	\$ 2,497,377	\$ (5,550,090)	31%		
Wastewater Operations	3552	-	-	-	N/A	1,427,684	351,241	(1,076,443)	25%		
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A		
Sewer Sinking	3570	-	-	-	N/A	-	-	-	N/A		
Total Sewer Fund		<u>\$ 16,854,119</u>	<u>\$ 4,672,461</u>	<u>\$ (12,181,658)</u>	28%	<u>\$ 9,475,151</u>	<u>\$ 2,848,618</u>	<u>\$ (6,626,533)</u>	30%		
Storm Water											
Enterprise:											
Storm Water Administration	3580	\$ 3,643,814	\$ 897,746	\$ (2,746,068)	25%	\$ 929,844	\$ 258,257	\$ (671,587)	28%		
Street Cleaning	3584	-	-	-	N/A	264,369	51,821	(212,548)	20%		
Total Storm Water Fund		<u>\$ 3,643,814</u>	<u>\$ 897,746</u>	<u>\$ (2,746,068)</u>	25%	<u>\$ 1,194,213</u>	<u>\$ 310,078</u>	<u>\$ (884,135)</u>	26%		
Golf Course											
Enterprise:											
Golf Course Maintenance	2591	\$ 1,000	\$ 46	\$ (954)	5%	\$ 805,163	\$ 187,618	\$ (617,545)	23%		
Golf Course Pro Shop	2592	1,384,000	760,161	(623,839)	55%	691,398	263,138	(428,260)	38%		
Golf Course Banquet Services	2595	549,000	358,335	(190,665)	65%	843,576	289,580	(553,996)	34%		
Total Golf Course Fund		<u>\$ 1,934,000</u>	<u>\$ 1,118,542</u>	<u>\$ (815,458)</u>	58%	<u>\$ 2,340,137</u>	<u>\$ 740,336</u>	<u>\$ (1,599,801)</u>	32%		
Total		<u>\$ 128,487,354</u>	<u>\$ 24,850,800</u>	<u>\$ (103,636,554)</u>	19%	<u>\$ 129,010,804</u>	<u>\$ 22,311,079</u>	<u>\$ (81,671,236)</u>	17%		

**City of Ankeny  
Investment Schedule  
September 2023**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance September 30, 2023
<b>Capital Projects</b>													
433087201	US Bank	CD	CD	3.050%	8/22/2022	8/17/2023	360	\$ 5,000,000.00	\$ -	\$ -	\$ 152,500.00	\$ 5,000,000.00	\$ -
	Robert W. Baird & Co.	T-Note	T-Note	4.683%	1/4/2023	8/31/2023	239	5,000,000.00	-	(105,079.71)	142,707.72	4,894,920.29	-
13571051	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	4,000,000.00	-	-	168,000.01	4,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	4.464%	4/10/2023	2/29/2024	325	2,000,000.00	5,292.12	(35,787.50)	18,457.88	-	1,964,212.50
313-91634	RBC Wealth Managem	T-Note	T-Note	4.855%	2/8/2023	2/29/2024	386	3,000,000.00	-	(101,231.25)	22,500.00	-	2,898,768.75
313-91634	RBC Wealth Managem	T-Note	T-Note	5.060%	3/1/2023	5/31/2024	457	5,000,000.00	-	(150,726.56)	-	-	4,849,273.44
	Robert W. Baird & Co.	T-Note	T-Note	5.462%	6/30/2023	6/30/2024	366	5,000,000.00	-	(176,459.40)	-	-	4,823,540.60
1346315-1	IPAIT	CD	CD	4.550%	2/1/2023	8/5/2024	551	3,000,000.00	-	-	-	-	3,000,000.00
	Robert W. Baird & Co.	T-Note	T-Note	5.407%	9/5/2023	8/15/2024	345	5,000,000.00	1,069.97	(226,243.75)	-	-	4,774,826.22
48511043811	Veridian Credit Union	CD	CD	5.500%	9/27/2023	9/27/2024	366	4,000,000.00	-	-	-	-	4,000,000.00
Subtotal								\$ 41,000,000.00	\$ 6,362.09	\$ (795,528.17)	\$ 504,165.61	\$ 13,894,920.29	\$ 26,310,621.51
<b>Equipment Reserve</b>													
260001208	Community State	CD	CD	5.250%	6/24/2023	6/24/2024	366	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
Subtotal								\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
<b>General Funds</b>													
313-91634	RBC Wealth Managem	T-Note	T-Note	4.546%	12/1/2022	6/30/2023	211	\$ 5,000,000.00	\$ -	\$ (124,513.59)	\$ 127,638.59	\$ 4,875,486.41	\$ -
3001008015	Lincoln Savings Bank	CD	CD	2.950%	8/17/2022	8/17/2023	365	5,000,000.00	-	-	149,678.65	5,000,000.00	-
1302693-1	IPAIT	CD	CD	4.200%	9/29/2022	9/29/2023	365	5,000,000.00	-	-	210,000.00	5,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	4.890%	2/10/2023	11/30/2023	293	3,000,000.00	-	(101,721.57)	-	-	2,898,278.43
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	5.181%	3/28/2023	12/4/2023	251	4,825,694.45	-	-	-	-	4,825,694.45
3001042013	Lincoln Savings Bank	CD	CD	4.800%	1/31/2023	1/31/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
260002163	Community State	CD	CD	4.910%	1/31/2023	1/31/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
1346728-1	IPAIT	CD	CD	5.060%	2/28/2023	2/28/2024	365	10,000,000.00	-	-	-	-	10,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	4.597%	4/3/2023	3/31/2024	363	5,000,000.00	922.13	(111,621.90)	-	-	4,889,300.23
313-91634	RBC Wealth Managem	T-Note	T-Note	4.596%	4/17/2023	4/30/2024	379	5,000,000.00	-	(116,242.20)	-	-	4,883,757.80
3001078547	Lincoln Savings Bank	CD	CD	5.350%	6/27/2023	6/26/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
	RBC Wealth Managem	T-Note	T-Note	5.440%	6/30/2023	6/30/2024	366	5,000,000.00	-	(175,429.70)	-	-	4,824,570.30
260003236	Community State	CD	CD	5.740%	9/27/2023	9/26/2024	365	5,000,000.00	-	-	-	-	5,000,000.00
3000907325	Lincoln Savings Bank	MM	Money market	4.250%	N/A	N/A	MM	10,187,382.72	-	-	82,150.50	3,000,000.00	7,187,382.72
39246-101	IPAIT	MM	Money market	5.030%	N/A	N/A	MM	27,365,751.02	-	-	278,090.57	-	27,365,751.02
	Farmers State Bank	MM	Money market	5.080%	N/A	N/A	MM	25,279,255.12	-	-	316,750.77	-	25,279,255.12
Subtotal								\$ 121,658,083.31	\$ 922.13	\$ (629,528.96)	\$ 1,164,309.08	\$ 17,875,486.41	\$ 103,153,990.07
<b>Police/Fire Pension</b>													
260001208	Community State	CD	CD	5.250%	6/24/2023	6/24/2024	366	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Subtotal								\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
<b>Sewer Improvement Fund</b>													
13571051	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	\$ 1,000,000.00	\$ -	\$ -	\$ 42,000.00	\$ 1,000,000.00	\$ -
260001432	Community State	CD	CD	5.250%	6/7/2023	6/7/2024	366	500,000.00	-	-	-	-	500,000.00
260001208	Community State	CD	CD	5.250%	6/24/2023	6/24/2024	366	500,000.00	-	-	-	-	500,000.00
48511043811	Veridian Credit Union	CD	CD	5.500%	9/27/2023	9/27/2024	366	1,000,000.00	-	-	-	-	1,000,000.00
Subtotal								\$ 3,000,000.00	\$ -	\$ -	\$ 42,000.00	\$ 1,000,000.00	\$ 2,000,000.00
<b>Water Fund</b>													
260001432	Community State	CD	CD	5.250%	6/7/2023	6/7/2024	366	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Subtotal								\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Total Investments								\$ 169,158,083.31	\$ 7,284.22	\$ (1,425,057.13)	\$ 1,710,474.69	\$ 32,770,406.70	\$ 134,964,611.58

**City of Ankeny  
Investment Schedule  
September 2023**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance September 30, 2023
<b><u>Totals by Institution</u></b>													
	Bankers Trust							\$ 5,000,000.00	\$ -	\$ -	\$ 210,000.01	\$ 5,000,000.00	\$ -
	BMO Bank							-	-	-	-	-	-
	BNP Paribas							-	-	-	-	-	-
	Community State							11,500,000.00	-	-	-	-	11,500,000.00
	Farmers State Bank							25,279,255.12	-	-	316,750.77	-	25,279,255.12
	First Interstate Bank							-	-	-	-	-	-
	First National Bank							-	-	-	-	-	-
	Great Southern Bank							-	-	-	-	-	-
	IPAIT							45,365,751.02	-	-	488,090.57	5,000,000.00	40,365,751.02
	Lincoln Savings Bank							19,187,382.72	-	-	231,829.15	8,000,000.00	11,187,382.72
	Northwest Bank							-	-	-	-	-	-
	RBC Wealth Management							37,825,694.45	6,214.25	(917,274.27)	168,596.47	4,875,486.41	32,033,855.90
	Robert W. Baird & Co.							15,000,000.00	1,069.97	(507,782.86)	142,707.72	4,894,920.29	9,598,366.82
	Two Rivers Bank							-	-	-	-	-	-
	South Story Bank & Trust							-	-	-	-	-	-
	US Bank							5,000,000.00	-	-	152,500.00	5,000,000.00	-
	Veridian Credit Union							5,000,000.00	-	-	-	-	5,000,000.00
	Wells Fargo Bank							-	-	-	-	-	-
Total								<u>\$ 169,158,083.31</u>	<u>\$ 7,284.22</u>	<u>\$ (1,425,057.13)</u>	<u>\$ 1,710,474.69</u>	<u>\$ 32,770,406.70</u>	<u>\$ 134,964,611.58</u>
<b><u>Totals by Type</u></b>													
	CD							\$ 53,500,000.00	\$ -	\$ -	\$ 722,178.66	\$ 20,000,000.00	\$ 33,500,000.00
	Commercial paper							4,825,694.45	-	-	-	-	4,825,694.45
	Money market							62,832,388.86	-	-	676,991.84	3,000,000.00	59,832,388.86
	T-Bill							-	-	-	-	-	-
	T-Note							48,000,000.00	7,284.22	(1,425,057.13)	311,304.19	9,770,406.70	36,806,528.27
								<u>\$ 169,158,083.31</u>	<u>\$ 7,284.22</u>	<u>\$ (1,425,057.13)</u>	<u>\$ 1,710,474.69</u>	<u>\$ 32,770,406.70</u>	<u>\$ 134,964,611.58</u>





ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
Planning and Building

COUNCIL GOAL:  
Ensure Economic Vitality

ACTION REQUESTED:  
Motion

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to receive and file Building Permit Report for September 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):


PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

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ATTACHMENTS:

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 <a href="#">September 2023 Building Permit Report</a>

**City of Ankeny**  
**Building Permit Report**  
**Month of September 2023**

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	September-23		September-22		1/1/2023-9/30/2023		1/1/2022-9/30/2022		7/1/2023-9/30/2023	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
<b>RESIDENTIAL</b>										
New Dwellings										
New Single Family Detached	26	\$10,039,426	40	\$12,779,241	338	\$113,834,823	389	\$121,646,069	96	\$36,190,455
New Single Family Attached/Duplex	2	\$794,064	22	\$5,838,498	184	\$47,274,723	205	\$49,645,379	36	\$9,986,545
New Multi - Family	0	\$0	0	\$0	1	\$7,270,821	19	\$39,105,871	0	\$0
<b>Total New Residential Permits</b>	<b>28</b>	<b>\$10,833,490</b>	<b>62</b>	<b>\$18,617,739</b>	<b>523</b>	<b>\$168,380,367</b>	<b>613</b>	<b>\$210,397,319</b>	<b>132</b>	<b>\$46,177,000</b>
Additions/Alterations/Other (1)	70	\$1,671,514	84	\$1,235,162	633	\$8,362,451	739	\$9,514,523	218	\$3,725,823
<b>Total New Dwelling Units</b>	<b>28</b>		<b>62</b>		<b>573</b>		<b>802</b>		<b>132</b>	
<b>NON-RESIDENTIAL</b>										
New Commercial 3	3	\$10,734,256	2	\$41,217,904	21	\$51,739,282	28	\$141,838,675	8	\$15,279,574
COM Additions/Alterations/Other	4	\$371,400	5	\$769,620	66	\$41,658,261	80	\$15,807,855	16	\$25,092,657
New Church	0	\$0	0	\$0	0	\$0	1	\$13,679,075	0	\$0
CHR Additions/Alterations/Other	0	\$0	1	\$4,800	1	\$17,000	3	\$359,880	0	\$0
New School	1	\$6,186,000	0	\$0	2	\$6,256,000	1	\$27,196,293	1	\$6,186,000
SCH Additions/Alterations/Other	0	\$0	0	\$0	5	\$325,913	3	\$40,550	3	\$165,000
<b>Total Non Residential Permits</b>	<b>8</b>	<b>\$17,291,656</b>	<b>8</b>	<b>\$41,992,324</b>	<b>95</b>	<b>\$99,996,456</b>	<b>116</b>	<b>\$198,922,328</b>	<b>28</b>	<b>\$46,723,231</b>
MISC PERMITS (2)	112	\$209,705	97	\$154,732	734	\$845,371	802	\$1,089,492	290	\$375,537
<b>TOTALS</b>	<b>218</b>	<b>\$30,006,365</b>	<b>251</b>	<b>\$61,999,957</b>	<b>1985</b>	<b>\$277,584,645</b>	<b>2270</b>	<b>\$419,923,662</b>	<b>668</b>	<b>\$97,001,591</b>

(1) includes permits issued for sheds, pools, garages, decks, porches, auxiliary structures

(2) includes permits issued for: driveway approach, signs, fences, other misc. non-residential

RSF includes attached & detached dwelling units; RDF includes duplexes; RMF includes apartments & stacked condo units

\* includes footing & foundation permits

The City Of Ankeny  
Building Permit Report (Monthly)  
Issued from September 1, 2023 - September 30, 2023

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	9/1/2023	\$365,692	23-5194-NEW	2810 NW Westwood Ct	DRA Properties	DRA Properties, LC
Single Family Detached	New Building	9/7/2023	\$503,045	23-4964-NEW	2720 NW Cedarwood Dr	Meadowbrook Homes LLC	Meadowbrook Homes LLC
Single Family Detached	New Building	9/7/2023	\$466,540	23-5318-NEW	5525 NE Seneca Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/7/2023	\$464,480	23-5319-NEW	5518 NE Seneca Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/8/2023	\$436,572	23-4924-NEW	1001 NW Benjamin Dr	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	9/8/2023	\$505,893	23-5145-NEW	1107 NW Benjamin Dr	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	9/8/2023	\$481,660	23-5327-NEW	1114 NW Jackson Dr	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	9/10/2023	\$477,022	23-5326-NEW	4706 NW 10th St	Titan Builders, LLC	Titan Builders, LLC
Single Family Detached	New Building	9/11/2023	\$236,917	23-5132-NEW	2801 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/11/2023	\$236,917	23-5133-NEW	2805 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/12/2023	\$292,734	23-5130-NEW	2721 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/12/2023	\$478,169	23-5294-NEW	6009 NE Terrace Ridge Dr	Kimberley Development Corp	Kimberley Development Corp
Single Family Detached	New Building	9/13/2023	\$365,572	23-5195-NEW	2814 NW Westwood Ct	DRA Properties	DRA Properties
Single Family Detached	New Building	9/14/2023	\$292,734	23-5461-NEW	2809 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/18/2023	\$290,544	23-5537-NEW	3316 NE 6th Ln	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	9/26/2023	\$351,059	23-5623-NEW	1640 NE Deerfield Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/26/2023	\$348,499	23-5624-NEW	1636 NE Deerfield Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/26/2023	\$375,696	23-5625-NEW	1632 NE Deerfield Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/26/2023	\$398,625	23-5626-NEW	1628 NE Deerfield Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/27/2023	\$335,467	23-5729-NEW	114 NE Harvest Ridge Ln	Harvest Ridge Builders	Harvester Ridge Builders LLC
Single Family Detached	New Building	9/27/2023	\$516,479	23-5528-NEW	1209 NW Benjamin Dr	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	9/27/2023	\$445,971	23-5745-NEW	3502 NW 28th St	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	9/29/2023	\$550,754	23-5756-NEW	1403 SW Cherry St	Haven Homes Design Build	Haven Homes Design Build
Single Family Detached	New Building	9/29/2023	\$236,917	23-5721-NEW	2813 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/29/2023	\$292,734	23-5722-NEW	2817 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/29/2023	\$292,734	23-5724-NEW	2821 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	9/26/2023	\$397,032	23-5664-NEW	1110 NE 17th Ln	MJ Properties	MJ Properties
Single Family Attached	New Building	9/26/2023	\$397,032	23-5738-NEW	1114 NE 17th Ln	MJ Properties	MJ Properties
Single Family Detached	Building Alteration	9/5/2023	\$19,215	23-4967-ALT	701 NE Canterbury Dr	Vishal Patel	Vishal Patel
Single Family Detached	Solar	9/5/2023	\$23,328	23-5347-SOL	1309 NE Vicksburg Dr	Purelight Power	Purelight Power
Single Family Detached	Porch	9/5/2023	\$2,880	23-5356-PRCH	4104 NW Abilene Rd	Fred E Castle	Beam
Single Family Detached	Solar	9/6/2023	\$40,141	23-4435-SOL	519 NE 53rd Ct	Blue Sky	Blue Sky
Single Family Detached	Building Alteration	9/6/2023	\$43,596	23-5292-ALT	5251 NE Seneca Dr	Vittoria Homes, LLC	Vittoria Homes, LLC
Single Family Detached	Building Alteration	9/8/2023	\$14,330	23-5391-ALT	413 NW Scott St	Generators for Sale	Generators for Sale
Single Family Detached	Building Alteration	9/10/2023	\$18,585	23-5338-ALT	906 NW Horizon Dr	Sender's Construction LLC	Sender's Construction LLC
Single Family Detached	Pergola	9/11/2023	\$40,000	23-5426-PERG	5246 NE Seneca Dr	L Widger Virgil	Country Landscapes
Single Family Detached	Building Addition	9/12/2023	\$50,211	23-5430-ADD	2018 NW Logan St	Inca Homes Construction	Inca Homes Construction
Single Family Detached	Building Alteration	9/12/2023	\$16,128	23-5456-ALT	3104 NW 29th St	Ryan Dillon	Ryan Dillon
Single Family Detached	Solar	9/12/2023	\$85,093	23-5470-SOL	4108 NW Applewood St	SunPro Solar	Michael S Wade
Single Family Detached	Solar	9/12/2023	\$41,310	23-5492-SOL	4302 NE Trilein Dr	Purelight Power	Purelight Power
Single Family Detached	Solar	9/13/2023	\$24,500	23-5417-SOL	1509 NW Pine View Cir	CB Solar Inc	CB Solar Inc

Single Family Detached	Solar	9/13/2023	\$12,690	23-5542-SOL	802 NW 22nd St	One Source Solar	One Source Solar
Single Family Detached	Building Alteration	9/14/2023	\$10,919	23-5464-ALT	810 SE Peterson Dr	Thrasher Foundation Repair	Thrasher Inc
Single Family Detached	Building Alteration	9/15/2023	\$4,300	23-5569-ALT	3014 SW Prairie View Rd	BAM Basements	BAM Basements
Single Family Attached	Solar	9/18/2023	\$16,750	23-5305-SOL	205 NW Ridgeline Dr	One Source Solar	8x8 Contracting LLC
Single Family Detached	Building Alteration	9/18/2023	\$5,000	23-5372-ALT	905 SE Summerbrook Ct	& Melissa Smythe Stephen	Clear Choice Windows
Single Family Detached	Fire Repair	9/18/2023	\$444,000	23-5521-FREP	2718 NE Trilein Dr	Weidman Chris	Firstcall Restoration
Single Family Detached	Building Alteration	9/19/2023	\$29,295	23-5649-ALT	2525 SW Vineyard Ln	Bella Homes LLC	Bella Homes LLC
Single Family Detached	Solar	9/19/2023	\$22,032	23-5650-SOL	2304 NW 31st St	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	9/19/2023	\$45,454	23-5651-ALT	610 NW 18th St	Bella Homes LLC	Bella Homes LLC
Single Family Detached	Building Addition	9/22/2023	\$40,169	23-5637-ADD	2729 NW Park Ln	Buresh Home Solutions	Buresh Homes Solutions
Single Family Detached	Building Alteration	9/22/2023	\$25,736	23-5676-ALT	2112 NW Reinhart Dr	Ultimate Construction Services	Ultimate Construction Services
Single Family Detached	Building Addition	9/22/2023	\$18,270	23-5680-ADD	2205 NW Pleasant St	Sergei Pedashov	Sergei Pedashov
Single Family Detached	Garage	9/24/2023	\$35,101	23-5719-GAR	301 NW Arlan Dr	Macho John	Affordable Construction
Single Family Detached	Gazebo	9/22/2023	\$2,500	23-5685-GAZ	1701 NE Lowell Ct	Dilpreet Singh	
Single Family Detached	Porch	9/27/2023	\$7,280	23-5733-PRCH	4210 NW 2nd Ct	A & J Home Improvement	A & J Home Improvement
Single Family Detached	Solar	9/27/2023	\$15,240	23-5782-SOL	3124 NW 15th St	One Source Solar	1 Source Solar
Single Family Detached	Building Alteration	9/29/2023	\$6,000	23-5754-ALT	602 NE 7th St	Dunwoody Construction	Dunwoody Construction
Single Family Detached	Solar	9/29/2023	\$8,120	23-5851-SOL	1417 NW 9th St	Purelight Power	Purelight Power
Single Family Detached	Shed	9/7/2023	\$640	23-5384-SHD	1614 SW Des Moines St	Dominic Foster	Dominic Foster
Single Family Detached	Shed	9/8/2023	\$1,920	23-5388-SHD	813 NW Parkside Dr	Keith A Petterson	Gold Dome Buildings LLC
Single Family Detached	Shed	9/11/2023	\$4,000	23-4794-SHD	2908 NE 94th Ave	Lang Deng	Lang Deng
Single Family Detached	Shed	9/14/2023	\$2,880	23-4986-SHD	5003 NW 6th St	Walker Shawn	Walker Shawn
Single Family Detached	Shed	9/18/2023	\$2,000	23-4768-SHD	1710 NW Reinhart Dr	Boston Brandon	Sunrise Sheds
Single Family Detached	Shed	9/18/2023	\$3,120	23-5628-SHD	2205 NW Pleasant St	Sergei Pedashov	Sergei Pedashov
Single Family Detached	Shed	9/26/2023	\$2,400	23-5622-SHD	4109 NW 3rd St	CKC Property Services	CKC Property Services
Single Family Detached	Shed	9/26/2023	\$1,680	23-5765-SHD	506 NE 55th St	ETCH Outdoor Living	ETCH Outdoor Living
Single Family Detached	Shed	9/28/2023	\$6,000	23-5744-SHD	1161 SW Kenworthy Dr	Colin Harrington	Colin Harrington
Single Family Detached	Spa/Hot Tub	9/8/2023	\$0	23-5411-SPA	620 SW Stonegate Ct	Randy Rupiper Construction	Randy Rupiper Construction
Single Family Detached	Spa/Hot Tub	9/11/2023	\$0	23-5459-SPA	1321 NE 51st St	Mark Peckham	Mark Peckham
Single Family Detached	Spa/Hot Tub	9/22/2023	\$0	23-5543-SPA	1129 NW Wagner Blvd	Connor Brown	Connor Brown
Single Family Detached	Swimming Pool	9/7/2023	\$0	23-4947-POOL	3814 NW Beechwood St	Premier Pools & Spas	Premier Pools & Spas
Single Family Detached	Swimming Pool	9/8/2023	\$0	23-5427-POOL	3531 NW Trestle Point Dr	Juarez Excavating LLC	Juarez Excavating LLC
Multi-Family	Swimming Pool	9/14/2023	\$421,800	23-5428-POOL	1014 SW Des Moines Ln	Happe Commercial	Happe Commercial
Single Family Detached	Swimming Pool	9/14/2023	\$0	23-5572-POOL	3019 SW 21st Ct	David L Leever	David L Leever
Single Family Detached	Swimming Pool	9/20/2023	\$0	23-5435-POOL	2202 NE Trilein Dr	Taylor Mailey	Kelly Builds Pools LLC
Single Family Detached	Swimming Pool	9/21/2023	\$0	23-5476-POOL	607 NE 53rd Ct	Premier Pools & Spas	Premier Pools & Spas
Single Family Detached	Swimming Pool	9/21/2023	\$0	23-5613-POOL	607 NE Mission Ct	Premier Pools & Spas	Premier Pools & Spas
Single Family Detached	Deck	9/5/2023	\$2,880	23-5274-DECK	1301 NE Stone Valley Cir	Custom Decks LLC	Chad Rouse
Single Family Detached	Deck	9/5/2023	\$2,976	23-5363-DECK	4513 SW Bluegrass Dr	Deck & Drive Solutions	Deck & Drive Solutions
Single Family Attached	Deck	9/7/2023	\$2,016	23-5389-DECK	1605 NW Northwood Dr	Karla Dougherty	Jim Reinker
Single Family Detached	Deck	9/7/2023	\$1,920	23-5403-DECK	925 SE 3rd St	DLR Construction	DLR Construction
Single Family Detached	Deck	9/11/2023	\$2,592	23-5447-DECK	3512 NW Singing Hill Cir	Buresh Home Solutions	Buresh Homes Solutions
Single Family Detached	Deck	9/13/2023	\$1,200	23-4535-DECK	1317 NE 56th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Deck	9/13/2023	\$3,456	23-5449-DECK	506 NE Georgetown Blvd	Better Builders	Better Builders

Single Family Detached	Deck	9/13/2023	\$2,484	23-5524-DECK	1413 NW North Creek Dr	Luiken Elizabeth	Concrete Brothers
Single Family Detached	Deck	9/13/2023	\$3,600	23-5538-DECK	2303 SW Vintage Pkwy	MJ Properties LLC	MJ Properties LLC
Single Family Detached	Deck	9/14/2023	\$8,770	23-5212-DECK	620 NE 45th Ct	Vishal Patel	Vishal Patel
Single Family Detached	Deck	9/15/2023	\$2,304	23-5497-DECK	4509 SW Bluegrass Dr	Nathan Ober	Nathan Ober
Single Family Detached	Deck	9/15/2023	\$3,360	23-5596-DECK	2205 NW Pleasant St	Sergei Pedashov	Sergei Pedashov
Single Family Detached	Deck	9/18/2023	\$2,736	23-5033-DECK	409 NE Stone Valley Dr	Vishal Patel	Vishal Patel
Single Family Detached	Deck	9/20/2023	\$576	23-5684-DECK	112 NW Des Moines St	Abby Blocker	Abby Blocker
Single Family Attached	Deck	9/21/2023	\$2,688	23-5700-DECK	3208 SW Snyder Blvd	Custom Decks LLC	Chad Rouse
Single Family Detached	Deck	9/25/2023	\$3,456	23-5713-DECK	4402 SW Sawgrass Pkwy	Amazed Construction Service INC	Amazed Construction Services Inc
Single Family Detached	Deck	9/26/2023	\$3,552	23-5472-DECK	2315 SW 36th St	Rench Services LLC	Rench Services LLC
Single Family Detached	Deck	9/26/2023	\$1,248	23-5771-DECK	2508 SW Vineyard Ln	J & G Builders	J & G Builders
Single Family Detached	Deck	9/27/2023	\$4,320	23-5231-DECK	3710 NW 13th St	Franko Construction	Franko Construction
Single Family Detached	Deck	9/29/2023	\$768	23-5847-DECK	506 NE 9th St	Thomas A Bruce II	Thomas A Bruce II
Other (MF - Pool Bldg)	New Building	9/8/2023	\$193,000	23-4660-NEW	1014 SW Des Moines Ln	Happe Commercial	Happe Commercial
Retail	New Building	9/20/2023	\$8,541,256	23-3623-NEW	5075 SE Delaware Ave	Hobby Lobby Stores, Inc	Hobby Lobby Stores, Inc
Office	New Building	9/22/2023	\$2,000,000	23-4400-NEW	310 NW 18th St	DOWNING CONSTRUCTION, INC.	Downing Construction Inc
School	New Building	9/18/2023	\$6,186,000	23-4319-NEW	1302 N Ankeny Blvd	Henkel Construction	Henkel Construction
Office	Building Alteration	9/5/2023	\$120,000	23-4541-ALT	617 SW 3rd St Unit 101	Imprint Architects	Karl Chambers
Restaurant	Building Alteration	9/5/2023	\$50,000	23-4548-ALT	617 SW 3rd St Unit 102	Imprint Architects	Karl Chambers
Other	Building Alteration	9/7/2023	\$1,400	23-5260-ALT	3606 NE Otterview Cir Unit 102	Cory's Carpentry	Cory's Carpentry
Restaurant	Building Alteration	9/11/2023	\$200,000	23-1370-ALT	1465 SW Park Square Dr Ste 103	DRA Properties	DRA Properties
Single Family Detached	Fence/Wall	9/5/2023	\$0	23-4697-FNCE	3215 NW 27th Cir	Gordon Gilbert Jonathon	Titan Fence, LLC
Single Family Detached	Fence/Wall	9/5/2023	\$0	23-5158-FNCE	3145 NW 27th Cir	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	9/5/2023	\$0	23-5198-FNCE	1622 NW Maple Pl	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	9/5/2023	\$0	23-5324-FNCE	3311 NW 27th St	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	9/5/2023	\$0	23-5350-FNCE	3101 NW Westwood St	Jacobs Benjamin	Jacobs Benjamin
Single Family Detached	Fence/Wall	9/6/2023	\$0	23-5290-FNCE	813 NE Meadow Landing Dr	Halcyon Fencing	Halcyon Fencing
Single Family Detached	Fence/Wall	9/6/2023	\$0	23-5358-FNCE	2018 SE Justice Ct	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	9/6/2023	\$0	23-5360-FNCE	3120 SE Magnolia Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	9/6/2023	\$0	23-5361-FNCE	4315 NW Abilene Rd	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	9/7/2023	\$0	23-5408-FNCE	1808 NW 31st St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	9/11/2023	\$0	23-5406-FNCE	825 SE 3rd St	Richard Ardon	Richard Ardon
Single Family Detached	Fence/Wall	9/11/2023	\$0	23-5442-FNCE	1303 NW Bayview Ct	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	9/11/2023	\$0	23-5457-FNCE	612 NE Pearl Dr	Zandohn Kpor	Cashimee Handyman
Single Family Detached	Fence/Wall	9/12/2023	\$0	23-5471-FNCE	1619 SE Frisk Dr	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	9/12/2023	\$0	23-5498-FNCE	1007 NW Jackson Dr	Superior Fence and Rail	Superior Fence and Rail
Single Family Detached	Fence/Wall	9/12/2023	\$0	23-5501-FNCE	3512 NW 14th St	Garry Buckner	Garry Buckner
Single Family Detached	Fence/Wall	9/12/2023	\$0	23-5504-FNCE	730 NE 9th St	Eginoire Chet	Eginoire Chet
Single Family Detached	Fence/Wall	9/13/2023	\$0	23-4732-FNCE	4603 NE Briarwood Dr	Nicholas S McClure	Nicholas S McClure
Single Family Detached	Fence/Wall	9/13/2023	\$0	23-5555-FNCE	2202 NE Trilein Dr	Marie Dose Andrea	Marie Dose Andrea
Single Family Detached	Fence/Wall	9/14/2023	\$0	23-4489-FNCE	841 SE Wanda Dr	Dylan Courtney	Dylan Courtney
Single Family Detached	Fence/Wall	9/14/2023	\$0	23-4490-FNCE	2501 NW Greenwood St	Dylan Courtney	Dylan Courtney
Single Family Detached	Fence/Wall	9/14/2023	\$0	23-5564-FNCE	2515 SW Vintage Pkwy	Affordable Fencing Inc.	Affordable Fencing Inc.
Single Family Detached	Fence/Wall	9/14/2023	\$0	23-5570-FNCE	5009 NW 7th St	Mark Olson	Central Iowa Fencing



Single Family Detached	Fence/Wall	9/14/2023	\$0	23-5573-FNCE	3019 SW 21st Ct	David L Leever	David L Leever
Single Family Detached	Fence/Wall	9/15/2023	\$0	23-5429-FNCE	3228 NW 28th St	Spencer Hastings	Precision Fencing
Single Family Detached	Fence/Wall	9/15/2023	\$0	23-5544-FNCE	607 NE Mission Ct	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	9/15/2023	\$0	23-5566-FNCE	826 SE 3rd St	Adam Dingeman	Justus Fencing
Single Family Attached	Fence/Wall	9/15/2023	\$0	23-5590-FNCE	1116 SW 50th St	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	9/15/2023	\$0	23-5600-FNCE	3223 NW 28th St	Eddie Rumbaugh	Eddie Rumbaugh
Single Family Detached	Fence/Wall	9/18/2023	\$0	23-5588-FNCE	1531 NE Williamsburg Dr	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	9/18/2023	\$0	23-5589-FNCE	607 NE 53rd Ct	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	9/18/2023	\$0	23-5631-FNCE	2106 NW Lakeside Ct	Eddie Rumbaugh	Eddie Rumbaugh
Single Family Detached	Fence/Wall	9/18/2023	\$0	23-5635-FNCE	6110 NE Briarwood Dr	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	9/19/2023	\$0	23-4854-FNCE	5203 NW 13th St	Hadaway Fencing LLC	Hadaway Fencing LLC
Single Family Detached	Fence/Wall	9/19/2023	\$0	23-5204-FNCE	3806 SW Stonehaven Ln	Zach Kreider	Zach Kreider
Single Family Detached	Fence/Wall	9/19/2023	\$0	23-5640-FNCE	311 SW 15th St	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	9/19/2023	\$0	23-5646-FNCE	507 NE 47th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	9/19/2023	\$0	23-5648-FNCE	1711 SW Abilene Rd	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	9/20/2023	\$0	23-5053-FNCE	2609 NW School St	Cebuhar Colten	Cebuhar Colten
Single Family Detached	Fence/Wall	9/20/2023	\$0	23-5672-FNCE	5005 NW 7th St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	9/20/2023	\$0	23-5674-FNCE	2401 SW Vintage Pkwy	Affordable Fencing Inc.	Affordable Fencing Inc.
Single Family Detached	Fence/Wall	9/22/2023	\$0	23-5730-FNCE	4726 NW 10th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	9/25/2023	\$0	23-5732-FNCE	2410 NW Reinhart Dr	Ploen Alana	Ploen Alana
Single Family Detached	Fence/Wall	9/25/2023	\$0	23-5735-FNCE	618 NE Keystone Dr	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	9/25/2023	\$0	23-5736-FNCE	2107 NW Reinhart Dr	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	9/26/2023	\$0	23-5303-FNCE	413 NE 57th Ct	Halcyon Fencing	Halcyon Fencing
Single Family Detached	Fence/Wall	9/26/2023	\$0	23-5368-FNCE	2712 NW Boulder Point Pl	Gordon Gilbert Jonathon	Titan Fence, LLC
Single Family Detached	Fence/Wall	9/27/2023	\$0	23-5758-FNCE	2708 SW 21st Cir	Dylan Courtney	Dylan Courtney
Single Family Detached	Fence/Wall	9/27/2023	\$0	23-5809-FNCE	1913 NW Logan St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	9/27/2023	\$0	23-5810-FNCE	1406 NW North Creek Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	9/28/2023	\$0	23-5780-FNCE	1107 NW Boulder Dr	Johnson Brittany	Johnson Brittany
Single Family Detached	Fence/Wall	9/28/2023	\$0	23-5822-FNCE	3107 NW Greenwood St	Absolute Fence LLC	Absolute Fence LLC
School	Sign	9/1/2023	\$4,000	23-3622-SIGNP	3004 NW 18th St	Fastsigns of Clive	Fastsigns of Clive
Office	Sign	9/1/2023	\$2,890	23-4862-SIGNP	641 S Ankeny Blvd	Signarama Ankeny and YESCO	Signarama Ankeny and YESCO
Restaurant	Sign	9/1/2023	\$2,400	23-5070-SIGNP	127 N Ankeny Blvd	Signarama Ankeny and YESCO	Signarama Ankeny and YESCO
School	Sign	9/1/2023	\$5,000	23-5191-SIGNP	3004 NW 18th St	Fastsigns of Clive	Fastsigns of Clive
Other	Sign	9/5/2023	\$6,717	23-5234-SIGNP	1105 N Ankeny Blvd Ste 102	NAGLE/EAGLE SIGN CO	NAGLE/EAGLE SIGN CO
Retail	Sign	9/5/2023	\$6,755	23-5325-SIGNP	1802 SE Delaware Ave Ste 107	Iowa Sign Company	Iowa Sign Company
Restaurant	Sign	9/7/2023	\$7,200	23-4467-SIGNP	3155 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/7/2023	\$2,750	23-4474-SIGNP	3155 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/7/2023	\$2,750	23-4475-SIGNP	3155 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/7/2023	\$950	23-4476-SIGNP	3155 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/7/2023	\$1,300	23-4477-SIGNP	3155 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/7/2023	\$1,300	23-4478-SIGNP	3155 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/7/2023	\$1,300	23-4479-SIGNP	3155 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/7/2023	\$1,300	23-4480-SIGNP	3155 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/7/2023	\$1,300	23-4481-SIGNP	3155 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/7/2023	\$3,000	23-4482-SIGNP	3155 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/7/2023	\$3,000	23-4483-SIGNP	3155 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/7/2023	\$9,975	23-4484-SIGNP	3155 N Ankeny Blvd	Chesnut Signs	Chesnut Signs

Multi-Family	Sign	9/7/2023	\$19,240	23-4800-SIGNP	1010 SW Magazine Rd	MediaQuest Sign Company, LLC	MediaQuest Signs
Office	Sign	9/8/2023	\$1,500	23-5402-SIGNP	1200 SW State St Ste E	Etc Graphics Inc	Etc Graphics Inc
Office	Sign	9/11/2023	\$8,800	23-5060-SIGNP	1551 SW Prairie Trail Pkwy	Signarama Urbandale	Signarama Urbandale
Office	Sign	9/11/2023	\$2,036	23-5267-SIGNP	220 W 1st St Ste 101	Signarama Ankeny and YESCO	Signarama Ankeny and YESCO
Restaurant	Sign	9/17/2023	\$2,995	23-5468-SIGNP	1806 SE Delaware Ave	Lakeco Enterprises, Inc.	Lakeco Enterprises, Inc.
Office	Sign	9/18/2023	\$5,065	23-5239-SIGNP	2010 SE Delaware Ave	Chesnut Signs	Chesnut Signs
Office	Sign	9/18/2023	\$5,065	23-5240-SIGNP	2010 SE Delaware Ave	Chesnut Signs	Chesnut Signs
Office	Sign	9/18/2023	\$5,065	23-5241-SIGNP	2010 SE Delaware Ave	Chesnut Signs	Chesnut Signs
Office	Sign	9/18/2023	\$5,065	23-5242-SIGNP	2010 SE Delaware Ave	Chesnut Signs	Chesnut Signs
Office	Sign	9/18/2023	\$2,235	23-5243-SIGNP	2010 SE Delaware Ave	Chesnut Signs	Chesnut Signs
Office	Sign	9/18/2023	\$835	23-5244-SIGNP	2010 SE Delaware Ave	Chesnut Signs	Chesnut Signs
Office	Sign	9/18/2023	\$835	23-5245-SIGNP	2010 SE Delaware Ave	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/18/2023	\$3,850	23-5436-SIGNP	1510 N Ankeny Blvd Ste 101	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/18/2023	\$1,905	23-5437-SIGNP	1510 N Ankeny Blvd Ste 101	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/18/2023	\$4,015	23-5438-SIGNP	1510 N Ankeny Blvd Ste 101	Chesnut Signs	Chesnut Signs
Office	Sign	9/25/2023	\$5,792	23-5587-SIGNP	1510 SW Oralabor Rd Ste D	Chesnut Signs	Chesnut Signs
Office	Sign	9/25/2023	\$4,285	23-5629-SIGNP	911 N Ankeny Blvd	Signarama Ankeny and YESCO	Signarama Ankeny and YESCO
Restaurant	Sign	9/28/2023	\$1,780	23-5387-SIGNP	255 NW 36th St	Springfield Sign & Graphics	Springfield Sign
Retail	Sign	9/28/2023	\$6,300	23-5656-SIGNP	1620 N Ankeny Blvd Ste 108	Iowa Sign Company	Iowa Sign Company
Restaurant	Sign	9/28/2023	\$1,780	23-5704-SIGNP	255 NW 36th St	Springfield Sign & Graphics	Springfield Sign & Graphics
Restaurant	Sign	9/28/2023	\$2,350	23-5705-SIGNP	255 NW 36th St	Springfield Sign & Graphics	Springfield Sign & Graphics
Restaurant	Sign	9/28/2023	\$1,780	23-5706-SIGNP	255 NW 36th St	Springfield Sign & Graphics	Springfield Sign & Graphics
Restaurant	Sign	9/28/2023	\$115	23-5707-SIGNP	255 NW 36th St	Springfield Sign & Graphics	Springfield Sign & Graphics
Restaurant	Sign	9/28/2023	\$5,650	23-5708-SIGNP	255 NW 36th St	Springfield Sign & Graphics	Springfield Sign & Graphics
Restaurant	Sign	9/28/2023	\$5,650	23-5709-SIGNP	255 NW 36th St	Springfield Sign & Graphics	Springfield Sign & Graphics
Restaurant	Sign	9/28/2023	\$41,830	23-5710-SIGNP	255 NW 36th St	Springfield Sign & Graphics	Springfield Sign & Graphics
Church	Temporary Sign	9/5/2023	\$0	23-5063-SIGNT	849 S Ankeny Blvd	Angela Hall	Angela Hall
Other	Temporary Sign	9/11/2023	\$0	23-5404-SIGNT	116 SE Lorenz Dr	Joe Brammer	Joe Brammer
Other	Temporary Sign	9/18/2023	\$0	23-5247-SIGNT	2010 SE Delaware Ave	Chesnut Signs	
Other	Canopy/Tent	9/14/2023	\$0	23-4814-TENT	1500 SW Main St	DRA Properties	DRA Properties
Single Family Detached	Demolition	9/12/2023	\$0	23-5455-DEMO	4210 NW 2nd Ct	McAninch Mike	A&J Home Improvement
Single Family Detached	Drive Approach	9/7/2023	\$0	23-5412-RSTRM	1018 NE 15th St	Solis Concrete	Solis Concrete
Other	Drive Approach	9/12/2023	\$0	23-5431-RSTRM	1501 SE Cortina Dr	Stapes Concrete & Grading LLC	Stapes Concrete & Grading LLC
Industrial	Drive Approach	9/12/2023	\$0	23-5453-RSTRM	1509 SE Cortina Dr	Stapes Concrete & Grading LLC	Stapes Concrete & Grading LLC
Single Family Detached	Drive Approach	9/13/2023	\$0	23-5546-RSTRM	406 NW Rock Creek Cir	Ben Dunkin	Ben Dunkin
Single Family Detached	Drive Approach	9/14/2023	\$0	23-5575-RSTRM	1209 SE Hayes Dr	Michael Tapp	Michael Tapp
Single Family Detached	Drive Approach	9/21/2023	\$0	23-5712-RSTRM	326 NW Stratford Ln	Ikerson Concrete	Ikerson Concrete
Single Family Detached	Drive Approach	9/28/2023	\$0	23-5823-RSTRM	310 NW 9th St	Midwest Builders Of Iowa	Midwest Builders Of Iowa
Single Family Attached	Sidewalk	9/1/2023	\$0	23-5105-RSWRP	1002 NW Cedarwood Dr	Steven Kleppe	Steven Kleppe
Single Family Detached	Sidewalk	9/1/2023	\$0	23-5320-RSWRP	3115 SW Chestnut Ct	Gonzalez Concrete Inc	Gonzalez Concrete Inc
Single Family Detached	Sidewalk	9/12/2023	\$0	23-5515-RSWRP	5818 NE Oak Dr	CMC Solutions, LLC	CMC Solutions, LLC
Multi-Family	Sidewalk	9/20/2023	\$0	23-5682-RSWRP	1602 NW Prairie Lakes Dr	Elite Property Maintenance LLC	Elite Property Maintenance LLC



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

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ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

---

ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

---

SUBJECT:

Consider motion to receive and file Utility Billing Report for September 2023.

---

EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---


ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

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 <a href="#">Utility Billing Report</a>

City of Ankeny  
To the Mayor and City Council  
Utility Billing Report

Month	Customers Billed	Billed Consumption (Gallons)	Water Billings	Revenue / 1000 Gal	Water Svc . Avail.	# W.A. Chg.	Total Tax	Misc. Charges	Sewer Billings	Sewer Svc. Avail.	# S.A. Chg.	Storm Water Billings	Total Monthly Billings
July	29,175	263,647,619	\$ 1,820,835	\$ 6.91	\$ 315,560	27,111	\$ 149,121	\$ 15,088	\$ 769,528	\$ 543,466	26,584	\$ 291,668	\$ 3,756,145
August	29,406	281,317,965	\$ 1,925,366	\$ 6.84	\$ 316,457	27,189	\$ 157,068	\$ 15,130	\$ 856,194	\$ 544,768	26,657	\$ 292,117	\$ 3,950,032
September	29,370	290,171,913	\$ 2,022,248	\$ 6.97	\$ 318,081	27,299	\$ 161,500	\$ 15,187	\$ 866,462	\$ 547,367	26,762	\$ 292,835	\$ 4,062,180
October													
November													
December													
January													
February													
March													
April													
May													
June													
<b>FY Total</b>	87,951	835,137,497	\$ 5,768,449	\$ 20.72	\$ 950,098	81,599	\$ 467,689	\$ 45,404	\$ 2,492,184	\$ 1,635,601	80,003	\$ 876,619	\$ 11,768,357
<b>FY 24 Average</b>	29,317	278,379,166	1,922,816	\$ 6.91	316,699	27,200	155,896	15,135	830,728	545,200	26,668	292,206	3,922,786
<b>FY 23 Average</b>	28,338	188,099,141	1,183,291	\$ 6.32	299,367	26,581	110,645	14,818	821,186	533,485	26,102	284,256	3,136,403
<b>FY 22 Average</b>	27,012	173,720,262	\$ 1,039,721	\$ 5.96	\$ 279,636	25,615	\$ 100,602	\$ 14,280	\$ 839,667	\$ 531,081	25,155	\$ 270,547	\$ 2,974,932
<b>FY 21 Average</b>	25,514	175,191,103	\$ 1,004,651	\$ 5.65	\$ 261,517	24,564	\$ 97,325	\$ 13,675	\$ 893,718	\$ 543,516	24,102	\$ 255,531	\$ 2,972,609
<b>FY 20 Average</b>	24,069	148,457,846	\$ 790,912	\$ 5.23	\$ 248,219	23,477	\$ 81,443	\$ 13,067	\$ 790,209	\$ 519,384	23,018	\$ 198,220	\$ 2,560,012
<b>FY 19 Average</b>	23,157	141,721,265	\$ 703,451	\$ 4.89	\$ 239,513	22,642	\$ 76,042	\$ 12,604	\$ 765,640	\$ 500,957	22,194	\$ 191,607	\$ 2,413,772
<b>FY 18 Average</b>	22,199	148,299,683	\$ 717,639	\$ 4.75	\$ 229,309	21,696	\$ 74,396	\$ 12,079	\$ 732,055	\$ 479,581	21,257	\$ 168,141	\$ 2,338,804
<b>FY 17 Average</b>	21,118	130,754,905	\$ 573,655	\$ 4.34	\$ 203,156	20,629	\$ 63,715	\$ 11,495	\$ 715,618	\$ 454,144	20,208	\$ 160,807	\$ 2,118,875
<b>FY 16 Average</b>	20,144	122,786,371	\$ 498,547	\$ 4.03	\$ 181,657	19,695	\$ 57,931	\$ 10,977	\$ 700,667	\$ 432,333	19,276	\$ 154,242	\$ 1,978,423
<b>FY 15 Average</b>	19,002	114,382,217	\$ 448,375	\$ 3.89	\$ 165,892	18,592	\$ 52,152	\$ 9,481	\$ 621,465	\$ 381,931	18,171	\$ 146,989	\$ 1,774,134
<b>FY 14 Average</b>	18,188	130,473,575	\$ 524,615	\$ 3.93	\$ 157,676	17,824	\$ 54,495	\$ 9,082	\$ 575,219	\$ 347,744	17,409	\$ 141,544	\$ 1,755,881
<b>FY 13 Average</b>	17,461	127,259,667	\$ 498,872	\$ 3.84	\$ 147,519	17,146	\$ 49,939	\$ 8,749	\$ 516,957	\$ 308,223	16,745	\$ 96,329	\$ 1,576,649
<b>FY 12 Average</b>	16,898	119,790,894	\$ 443,102	\$ 3.64	\$ 135,767	16,620	\$ 44,904	\$ 8,477	\$ 459,863	\$ 271,187	16,213	\$ 93,307	\$ 1,411,702
<b>FY 11 Average</b>	16,415	105,824,267	\$ 343,916	\$ 3.24	\$ 118,519	16,175	\$ 36,560	\$ 7,621	\$ 427,041	\$ 247,677	15,724	\$ 90,746	\$ 1,235,520
<b>FY 10 Average</b>	15,932	109,564,150	\$ 325,559	\$ 2.94	\$ 104,065	15,673	\$ 32,792	\$ 7,243	\$ 375,098	\$ 210,202	15,216	\$ 88,351	\$ 1,110,519
<b>FY 09 Average</b>	15,325	109,776,358	\$ 316,943	\$ 2.84	\$ 96,801	15,261	\$ 30,993	\$ 7,060	\$ 350,002	\$ 195,507	14,806	\$ -	\$ 966,313
<b>FY 08 Average</b>	14,934	112,497,657	\$ 326,578	\$ 2.86	\$ 90,607	14,742	\$ 28,423	\$ 12,328	\$ 309,562	\$ 163,141	14,274	\$ -	\$ 930,639
<b>FY 07 Average</b>	14,345	111,387,042	\$ 310,964	\$ 2.74	\$ 83,528	14,099	\$ 26,133	\$ 10,755	\$ 257,067	\$ 137,350	13,634	\$ -	\$ 825,795
<b>FY 06 Average</b>	13,420	108,202,296	\$ 291,748	\$ 2.66	\$ 73,332	13,109	\$ 23,924	\$ 9,694	\$ 233,797	\$ 109,441	12,668	\$ -	\$ 741,937
<b>FY 05 Average</b>	12,259	99,314,970	\$ 220,166	\$ 2.24	\$ 63,148	14,096	\$ 18,767	\$ 7,304	\$ 209,495	\$ 80,757	13,687	\$ -	\$ 599,637
<b>FY 04 Average</b>	11,160	106,031,112	\$ 223,285	\$ 2.10	\$ 57,886	13,782	\$ 17,891	\$ 4,312	\$ 189,435	\$ 70,582	13,393	\$ -	\$ 563,392
<b>FY 03 Average</b>	10,241	90,622,843	\$ 190,558	\$ 2.09	\$ 54,239	12,914	\$ 15,965	\$ 2,836	\$ 179,169	\$ 66,118	12,546	\$ -	\$ 508,886
<b>FY 02 Average</b>	9,538	86,506,417	\$ 179,109	\$ 2.06	\$ 51,377	12,233	\$ 15,237	\$ 2,865	\$ 175,727	\$ 62,666	11,891	\$ -	\$ 486,982
<b>FY 01 Average</b>	8,968	75,203,817	\$ 161,137	\$ 2.13	\$ 49,015	11,670	\$ 14,113	\$ 2,386	\$ 169,540	\$ 59,883	11,363	\$ -	\$ 456,075
<b>FY 00 Average</b>	8,943	76,589,060	\$ 161,036	\$ 2.10	\$ 46,920	11,171	\$ 11,686	\$ 2,411	\$ 163,674	\$ 57,273	10,868	\$ -	\$ 442,999
<b>FY 99 Average</b>	8,402	66,329,874	\$ 137,536	\$ 2.07	\$ 44,676	10,637	\$ 10,510	\$ 2,168	\$ 156,069	\$ 55,530	10,537	\$ -	\$ 406,489
<b>FY 98 Average</b>	8,014	63,130,217	\$ 135,586	\$ 2.15	\$ 42,754	10,180	\$ 10,520	\$ 2,445	\$ 153,575	\$ 52,226	9,910	\$ -	\$ 396,835
<b>FY 97 Average</b>	7,631	62,277,745	\$ 130,853	\$ 2.10	\$ 41,003	9,763	\$ 9,892	\$ 2,373	\$ 146,976	\$ 50,743	9,629	\$ -	\$ 381,841



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #6 increasing the contract amount by \$87,010.50 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction - I-35 to NE Four Mile Drive project.

EXECUTIVE SUMMARY:

This change order increases excavation, subgrade preparation and subbase quantities when soft soils were encountered and mitigated in sections of the project. This change order also begins the process of balancing quantities to as-built quantities.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):



PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Change Order #6](#)

# CHANGE ORDER FORM



**Project Title:** NE 36th Street Reconstruction- I-35 to NE Four Mile Drive  
**Contractor:** Absolute Concrete Construction Inc.  
**Address:** 1000 West 6th Avenue Slater, IA 50244  
**Finance Budget Code:** 896.3896.4451 **Finance Project #** 896.4451  
**Vendor Project or Invoice #:** 0 **PO #** 0  
**Original Contract Date:** April 14, 2022 **Vendor #** 4997

**Change Order Number:** 6

**Change Order Date:** October 16, 2023

**Purpose of Change Order:**

Increases to Items 2.05, 2.06, 2.08 were necessary due to soft soils encountered on the north side of NE 36th from Station 91+50 to 93+00, at the intersection of Spectrum Drive, and at the intersection of Four Mile Drive. Other items are being changed based on as-built quantities.

**Details of Change Order:**

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.05	Excavation, Class 10, Roadway and Borrow	CY	1,713.80	\$ 8.00	\$ 13,710.40
2.06	Subgrade Preparation, 6"	SY	3,739.00	\$ 1.50	\$ 5,608.50
2.08	Subbase, Modified, 6"	SY	10,908.60	\$ 12.00	\$ 130,903.20
2.14	Below Grade Excavation (Core Out)	CY	(100.00)	\$ 8.00	\$ (800.00)
2.15	Granular Surfacing, 3" Recycled Concrete, 5" Depth	TON	(61.20)	\$ 35.00	\$ (2,142.00)
2.16	Locating and Repairing Field Tile	STA	(30.00)	\$ 2,200.00	\$ (66,000.00)
5.04	Water Main Removal, PVC, 3"	LF	(100.00)	\$ 15.00	\$ (1,500.00)
5.06	Valve Box Adjustment (Minor)	EA	(1.00)	\$ 331.00	\$ (331.00)
7.04	Granular Shoulder, Type A, 4"	TON	64.20	\$ 35.00	\$ 2,247.00
7.05	Removal of Sidewalk	SY	119.40	\$ 10.00	\$ 1,194.00
7.07	Sidewalk, PCC, 4"	SY	19.50	\$ 57.00	\$ 1,111.50
7.08	Sidewalk, PCC, 5"	SY	22.70	\$ 63.00	\$ 1,430.10
7.09	Sidewalk, PCC, 6"	SY	(11.80)	\$ 84.00	\$ (991.20)
7.10	Detectable Warning, Cast Iron	SF	58.00	\$ 65.00	\$ 3,770.00
8.24	Portable Dynamic Message Sign	DAY	(16.00)	\$ 75.00	\$ (1,200.00)

**Change Order Number:** 6 **makes the following adjustments to the contract:** \$ 87,010.50

**Contractor Accepted:** Absolute Concrete Construction Inc.

**Firm Name**  
 Signature: *[Signature]* Date: 9/6/2023

**Engineer Approved:** HR Green Inc.

**Firm Name**  
 Signature: Tony Babcock Date: 9/27/2023

**Owner Accepted:** City of Ankeny

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Attest for Owner:**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Record of Change Orders**

#	Date	Amount
	<b>Original Contract Amount</b>	\$ 5,069,501.00
1	August 1, 2022	\$ 16,489.00
2	October 3, 2022	\$ 4,468.75
3	November 7, 2022	\$ 305,180.70
4	January 17, 2023	\$ 40,597.58
5	May 15, 2023	\$ 3,300.00
6	October 16, 2023	\$ 87,010.50
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**Revised Contract Amount** \$ 5,526,547.53



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #3 increasing the contract amount by \$3,750.00 to Alliance Construction Group, LLC, for construction services on the 2023 PCC Reconstruction Program - SE Creekview Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:


ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Change Order #3</a>

## CHANGE ORDER FORM



**Project Title:** 2023 PCC Reconstruction Program - SE Creekview Drive  
**Contractor:** Alliance Construction Group, LLC  
**Address:** 9400 Plum Drive, Suite 100, Urbandale, IA 50322  
**Finance Budget Code:** 916.3916.4451 **Finance Project #:** 916.4451  
**Vendor Project #:** N/A **Purchase Order #:** N/A  
**Original Contract Date:** February 20, 2023 **Vendor Account #:** 6994

**Date of Council Meeting:** October 16, 2023 **Change Order #:** 3

**Purpose of Change Order:**

Item #1 - Cast-in-place of the failing intake portion of the existing SW-503

**Details of Change Order:**

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Intake, SW-503, Cast-In-Place	EA	1.00	\$ 3,750.00	\$ 3,750.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Change Order #: 3 makes the following adjustments to the Contract:					\$ 3,750.00

Contractor Accepted: Alliance Construction Group, LLC

Firm Name: Ryan McKinney  
 Signature: *[Signature]* Date: 10/4/2023

Engineer Approved: City of Ankeny

Firm Name: *[Signature]*  
 Signature: *[Signature]* Date: 10/4/2023

Owner Accepted: City of Ankeny

Signature: \_\_\_\_\_ Title: Mayor  
 Date: October 16, 2023

Attest for Owner:

Signature: \_\_\_\_\_ Title: City Clerk  
 Date: October 16, 2023

**Record of Change Orders:**

Original Contract Amount		\$ 491,807.50
#	Change Order Date	Amount
1	July 17, 2023	\$ 2,200.00
2	August 21, 2023	\$ 11,500.00
3	October 16, 2023	\$ 3,750.00
4		
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**Revised Contract Amount** \$ 509,257.50



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

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ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

---

ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

---

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by \$1,650.00 to All-Star Concrete LLC, for construction services on the SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement project.

---

EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Change Order #1</a>

# CHANGE ORDER FORM



**Project Title:** SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement  
**Contractor:** All-Star Concrete LLC  
**Address:** 4989 NW Johnston Drive, Johnston, IA 50131  
**Finance Budget Code:** 965.3965.4456 **Finance Project #** 965.4456  
**Vendor Project or Invoice #:** N/A **PO #** N/A  
**Original Contract Date:** July 3, 2023 **Vendor #** 9679

Change Order Number: 1

Change Order Date: October 16, 2023

Purpose of Change Order:

Asphalt milling of a 63 'x 2' to a depth of 1.5" to smooth out transition to existing pavement north of stage 3 paving.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
7.08	Asphalt Milling	LS	1	\$ 1,650.00	\$ 1,650.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the Contract: **\$ 1,650.00**

Contractor Accepted: All-Star Concrete LLC

Firm Name  
Paublo Sanchez 10.05.2023  
 Signature Date

Engineer Approved: Snyder & Associates

Firm Name  
Andrew Houchin 10/5/23  
 Signature Date

Owner Accepted: City of Ankeny  
reviewed by Matt 10/6/23

Mayor  
 Signature Title  
 Date

Attest for Owner:

City Clerk  
 Signature Title  
 Date

## Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 685,785.30
1	October 16, 2023	\$ 1,650.00 ALG
2		
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Revised Contract Amount **\$ 687,435.30** ALG



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

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ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

---

ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

---

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by \$2,058.00 to Caliber Concrete LLC, for construction services on the Uptown Parking Improvements project.

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EXECUTIVE SUMMARY:

---

FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---


ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Change Order #1</a>

# CHANGE ORDER FORM



**Project Title:** Uptown Parking Improvements  
**Contractor:** Caliber Concrete LLC  
**Address:** 309 Audubon Street, Adair, Iowa 50002  
**Finance Budget Code:** 975.3975.4451 **Finance Project #** 975.4451  
**Vendor Project or Invoice #:** 0 **PO #** 0  
**Original Contract Date:** July 3, 2023 **Vendor #** 10157

Change Order Number: 1

Change Order Date: October 16, 2023

Purpose of Change Order:

12.01 - Removal of existing intake structure, pipe, and pavement that was determined to be necessary during the intake rebuild process.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
12.01	Remove Intake	EA	1.00	\$ 2,058.00	\$ 2,058.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the Contract: **\$ 2,058.00**

**Contractor Accepted:** Caliber Concrete LLC  
 Firm Name  
 Signature: [Signature] Date: 10/14/23

**Engineer Approved:** City of Ankeny  
 Firm Name  
 Signature: [Signature] Date: 10/04/23

**Owner Accepted:** City of Ankeny  
 Mayor  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Attest for Owner:**  
 City Clerk  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## Record of Change Orders

#	Date	Amount
<b>Original Contract Amount</b>		<b>\$ 188,967.79</b>
1	October 16, 2023	\$ 2,058.00
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Revised Contract Amount **\$ 191,025.79**



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

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ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

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ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to approve Payment #12 in the amount of \$551,604.11 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---




ACTION REQUESTED:

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ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Payment @12</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** NE 36th Street Reconstruction- I-35 to NE Four Mile Drive  
**Contractor:** Absolute Concrete Construction Inc.  
**Address:** 1000 West 6th Avenue Slater, IA 50244  
**Finance Budget Code:** 896.3896.4451 **Finance Project #** 896.4451  
**Vendor Project or Invoice #:** **PO #**  
**Original Contract Date:** April 14, 2022 **Vendor #** 4997

**Date of Council Meeting:** October 16, 2023  
 September 18, 2023 **PAYMENT REQUEST #** 12  
**PAYMENT PERIOD:** From: May 31, 2023 Through: September 5, 2023

## Contract Summary

Original Contract Amount:	\$	5,069,501.00	
Net change by Change Orders:	\$	457,046.53	
Contract Amount to Date: (line 1 ± 2)	\$	5,526,547.53	
Total completed and stored to date:	\$	5,492,452.03	
Retainage: 5 % of Completed Work:	\$	274,622.60	
Total Earned less Retainage:	\$	5,217,829.42	
Less previous applications for payment:	\$	4,666,225.32	
<b>SUBTOTAL</b>	\$		551,604.11

OTHER CHARGES (Attach an itemized list) \$ -

**CURRENT PAYMENT DUE** \$ 551,604.11

Balance to finish, including retainage: \$ 308,718.10

Contract Time Remaining (If applicable) 2.00 Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Construction Contractor Approval:** Absolute Concrete Construction Inc.

Signature [Signature] Firm Name Absolute Concrete Construction Inc. Date 9/6/2023

**Engineer / Consultant Approval:** HR Green, Inc.

Signature Tony Babcock Firm Name HR Green, Inc. Date 9/27/2023  
Digitally signed by Tony Babcock  
 DN: c=US, e=tbabcock@hrgreen.com, o="HR Green, Inc.", cn=Tony Babcock  
 Location: Ankeny NE 36th Street  
 Reason: Pay Application 12  
 Date: 2023.09.27.15:28:35-0500

**City of Ankeny Staff Approval:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Submit to:** Amy Quartell, P.E. - City Engineer

**E-mail:** [AQuartell@Ankenylowa.gov](mailto:AQuartell@Ankenylowa.gov) **Phone:** (515) 965-6448 **Fax:** (515) 965-6448

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment

No.	Date	Amount
1	June 6, 2022	\$ 45,670.77
2	July 5, 2022	\$ 5,766.50
3	July 19, 2022	\$ 110,721.55
4	August 1, 2022	\$ 298,620.34
5	August 15, 2022	\$ 132,339.47
6	September 7, 2022	\$ 501,647.50
7	October 3, 2022	\$ 592,991.19
8	November 7, 2022	\$1,810,935.60
9	January 3, 2023	\$ 501,812.87
10	May 15, 2023	\$ 148,136.73
11	June 19, 2023	\$ 517,582.80
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## Previous Applications for Payment

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TOTAL \$ 4,666,225.32

## Record of Change Orders

No.	Date	Amount
1	August 1, 2022	\$ 16,489.00
2	October 3, 2022	\$ 4,468.75
3	November 7, 2022	\$ 305,180.70
4	December 7, 2022	\$ 40,597.58
5	May 15, 2023	\$ 3,300.00
6	October 16, 2023	\$ 87,010.50
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TOTAL \$ 457,046.53

## Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	190.00
Added by Change Order:	
Contract Time to Date:	190.00
Time Used to Date:	188.00
Contract Time Remaining:	2.00



## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	TOTAL QTY PREVIOUS PERIOD	TOTAL VALUE PREVIOUS PERIOD	REMAINING QUANTITY	PERCENT COMPLETE
DIVISION 2- EARTHWORK													
2.01	Clearing and Grubbing	LS	1.00		1.00	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00	1.00	\$ 8,000.00	-	100.00%
2.02	Topsoil, On-Site	CY	3,577.00		3,577.00	\$ 10.00	\$ 35,770.00	3577	\$ 35,770.00	0.00	\$ -	-	100.00%
2.03	Topsoil, Off-Site	CY	1,649.00		1,649.00	\$ 15.00	\$ 24,735.00	1649	\$ 24,735.00	0.00	\$ -	-	100.00%
2.04	Excavation, Class 10, Import	CY	8,208.00		8,208.00	\$ 8.00	\$ 65,664.00	8208	\$ 65,664.00	0.00	\$ -	-	100.00%
2.05	Excavation, Class 10, Roadway and Borrow	CY	12,832.00		12,832.00	\$ 8.00	\$ 102,656.00	14545.8	\$ 116,366.40	12954.80	\$ 103,638.40	(1,713.80)	113.36%
2.06	Subgrade Preparation, 6"	SY	13,830.00		13,830.00	\$ 1.50	\$ 20,745.00	17569	\$ 26,353.50	21071.20	\$ 31,606.80	(3,739.00)	127.04%
2.07	Subgrade Preparation, 9"	SY	10,488.00		10,488.00	\$ 3.00	\$ 31,464.00	10488	\$ 31,464.00	0.00	\$ -	-	100.00%
2.08	Subbase, Modified, 6"	SY	24,318.00		24,318.00	\$ 12.00	\$ 291,816.00	35226.6	\$ 422,719.20	35226.60	\$ 422,719.20	(10,908.60)	144.88%
2.09	Subbase, Modified, Asphalt Millings, 3"	SY	513.00		513.00	\$ 9.00	\$ 4,617.00	513	\$ 4,617.00	513.00	\$ 4,617.00	-	100.00%
2.10	Removal of Structure, Concrete Footing of Highway Sign	EA	6.00		6.00	\$ 1,000.00	\$ 6,000.00	6	\$ 6,000.00	6.00	\$ 6,000.00	-	100.00%
2.11	Removal of Known Pipe Culvert, CMP, 12"- 24" Dia.	LF	252.00		252.00	\$ 21.00	\$ 5,292.00	252	\$ 5,292.00	252.00	\$ 5,292.00	-	100.00%
2.12	Removal of Known Pipe and Conduit, Subdrain, PVC, 6" Dia.	LF	663.00		663.00	\$ 15.00	\$ 9,945.00	663	\$ 9,945.00	0.00	\$ -	-	100.00%
2.13	Compaction Testing	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0.00	\$ -	-	100.00%
2.14	Below Grade Excavation (Core Out)	CY	100.00		100.00	\$ 8.00	\$ 800.00	0	\$ -	0.00	\$ -	100.00	0.00%
2.15	Granular Surfacing, 3" Recycled Concrete, 5" Depth	TON	130.00		130.00	\$ 35.00	\$ 4,550.00	68.8	\$ 2,408.00	68.80	\$ 2,408.00	61.20	52.92%
2.16	Locating and Repairing Field Tile	STA	30.00		30.00	\$ 2,200.00	\$ 66,000.00	0	\$ -	0.00	\$ -	30.00	0.00%
2.17	SUBGRADE STABILIZATION MAT'L, POLYMER GRID	SY		2,998.00	2,998.00	\$ 5.50	\$ 16,489.00	2998	\$ 16,489.00	2998.00	\$ 16,489.00	-	100.00%
2.18	Tree Removal	EA		6,050.00	6,050.00	\$ 1.00	\$ 6,050.00	6050	\$ 6,050.00	6050.00	\$ 6,050.00	-	100.00%
DIVISION 3- TRENCH EXCAVATION AND BACKFILL													
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00	-	100.00%
DIVISION 4- SEWERS AND DRAINS													
4.01	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	LF	161.00		161.00	\$ 130.00	\$ 20,930.00	161	\$ 20,930.00	161.00	\$ 20,930.00	-	100.00%
4.02	Storm Sewer, Trenched, RCP, 2000D (Class III), 15" Dia.	LF	679.00		679.00	\$ 94.00	\$ 63,826.00	679	\$ 63,826.00	679.00	\$ 63,826.00	-	100.00%
4.03	Storm Sewer, Trenched, RCP, 2000D (Class III), 18" Dia.	LF	696.00		696.00	\$ 96.00	\$ 66,816.00	696	\$ 66,816.00	688.00	\$ 66,048.00	-	100.00%
4.04	Storm Sewer, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	225.00		225.00	\$ 121.00	\$ 27,225.00	225	\$ 27,225.00	225.00	\$ 27,225.00	-	100.00%
4.05	Storm Sewer, Trenched, RCP, 2000D (Class III), 30" Dia.	LF	216.00		216.00	\$ 158.00	\$ 34,128.00	216	\$ 34,128.00	216.00	\$ 34,128.00	-	100.00%
4.06	Storm Sewer, Trenched, RCP, 2000D (Class III), 36" Dia.	LF	763.00		763.00	\$ 200.00	\$ 152,600.00	763	\$ 152,600.00	763.00	\$ 152,600.00	-	100.00%
4.07	Removal of Storm Sewer, RCP, 15" Dia.	LF	528.00		528.00	\$ 32.00	\$ 16,896.00	528	\$ 16,896.00	476.00	\$ 15,232.00	-	100.00%
4.08	Pipe Culvert, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	166.00		166.00	\$ 146.00	\$ 24,236.00	166	\$ 24,236.00	166.00	\$ 24,236.00	-	100.00%
4.09	Pipe Culvert, Trenched, Low Clearance RCP, 2000D (Class III), 44" x 22"	LF	188.00		188.00	\$ 271.00	\$ 50,948.00	188	\$ 50,948.00	188.00	\$ 50,948.00	-	100.00%
4.10	Pipe Apron, RCP, 24" Dia.	EA	4.00		4.00	\$ 2,700.00	\$ 10,800.00	4	\$ 10,800.00	4.00	\$ 10,800.00	-	100.00%
4.11	Pipe Apron, RCP, 36" Dia.	EA	1.00		1.00	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	1.00	\$ 4,500.00	-	100.00%
4.12	Pipe Apron, RCAP, Type 1, 44" x 27"	EA	4.00		4.00	\$ 4,700.00	\$ 18,800.00	4	\$ 18,800.00	4.00	\$ 18,800.00	-	100.00%
4.13	Footing for Concrete Apron, RCP, 24" Dia.	EA	4.00		4.00	\$ 715.00	\$ 2,860.00	4	\$ 2,860.00	4.00	\$ 2,860.00	-	100.00%
4.14	Footing for Concrete Apron, RCP, 36" Dia.	EA	1.00		1.00	\$ 715.00	\$ 715.00	1	\$ 715.00	1.00	\$ 715.00	-	100.00%
4.15	Footing for Concrete Apron, RCAP, Type 1, 44" x 27"	EA	4.00		4.00	\$ 715.00	\$ 2,860.00	4	\$ 2,860.00	4.00	\$ 2,860.00	-	100.00%
4.16	Pipe Apron Guard	EA	7.00		7.00	\$ 3,400.00	\$ 23,800.00	7	\$ 23,800.00	7.00	\$ 23,800.00	-	100.00%
4.17	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	5,124.00		5,124.00	\$ 30.00	\$ 153,720.00	5124	\$ 153,720.00	3404.90	\$ 102,147.00	-	100.00%
4.18	Subdrain Cleanout, Type B, 24"	EA	2.00		2.00	\$ 3,000.00	\$ 6,000.00	2	\$ 6,000.00	2.00	\$ 6,000.00	-	100.00%
4.19	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 8"	EA	12.00		12.00	\$ 540.00	\$ 6,480.00	12	\$ 6,480.00	0.00	\$ -	-	100.00%
4.20	Subdrain Outlets and Connections, Outlet into Structure, CMP, 6"	EA	40.00		40.00	\$ 211.00	\$ 8,440.00	40	\$ 8,440.00	36.00	\$ 7,596.00	-	100.00%
DIVISION 5- WATER MAINS AND APPURTENANCES													
5.01	Water Main, Trenched, DI Class 52 or PVC DR 18, Restrained Joint, 10"	LF	120.00		120.00	\$ 95.00	\$ 11,400.00	120	\$ 11,400.00	117.00	\$ 11,115.00	-	100.00%
5.02	Fitting, DI MJ Solid Sleeve, 10"	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	0.00	\$ -	-	100.00%
5.03	Fitting, DI MJ Reducer, 10" x 6"	EA	1.00		1.00	\$ 850.00	\$ 850.00	1	\$ 850.00	1.00	\$ 850.00	-	100.00%
5.04	Water Main Removal, PVC, 3"	LF	1,370.00		1,370.00	\$ 15.00	\$ 20,550.00	1270	\$ 19,050.00	1270.00	\$ 19,050.00	100.00	92.70%
5.05	Fire Hydrant Assembly	EA	2.00		2.00	\$ 8,000.00	\$ 16,000.00	2	\$ 16,000.00	2.00	\$ 16,000.00	-	100.00%
5.06	Valve Box Adjustment (Minor)	EA	1.00		1.00	\$ 331.00	\$ 331.00	0	\$ -	0.00	\$ -	1.00	0.00%
5.07	Fire Hydrant Assembly Removal	EA	1.00		1.00	\$ 1,563.00	\$ 1,563.00	1	\$ 1,563.00	1.00	\$ 1,563.00	-	100.00%
5.08	Flushing Device (Blowoff) Removal, 3"	EA	1.00		1.00	\$ 960.00	\$ 960.00	1	\$ 960.00	1.00	\$ 960.00	-	100.00%
5.09	Water Service Removal and Reconnect	LS		1.00	1.00	\$ 6,978.40	\$ 6,978.40	1	\$ 6,978.40	1.00	\$ 6,978.40	-	100.00%
DIVISION 6- STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Manhole, SW-301, 48 inch	EA	2.00		2.00	\$ 12,000.00	\$ 24,000.00	2	\$ 24,000.00	2.00	\$ 24,000.00	-	100.00%
6.02	Manhole, SW-401, 72 inch	EA	1.00		1.00	\$ 6,700.00	\$ 6,700.00	1	\$ 6,700.00	1.00	\$ 6,700.00	-	100.00%
6.03	Manhole, SW-402, 4 ft. x 4 ft.	EA	1.00		1.00	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00	1.00	\$ 12,000.00	-	100.00%
6.04	Intake, SW-505 with SW-603 Type R Casting	EA	9.00		9.00	\$ 7,500.00	\$ 67,500.00	9	\$ 67,500.00	8.00	\$ 60,000.00	-	100.00%
6.05	Intake, SW-506 with SW-603 Type R Casting and Manhole	EA	11.00		11.00	\$ 13,000.00	\$ 143,000.00	11	\$ 143,000.00	12.00	\$ 156,000.00	-	100.00%
6.06	Intake, SW-506, Modified, Full Box with Type R Casting and Manhole	EA	1.00		1.00	\$ 21,000.00	\$ 21,000.00	1	\$ 21,000.00	1.00	\$ 21,000.00	-	100.00%
6.07	Intake, SW-512, 24 inch	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	1.00	\$ 5,000.00	-	100.00%
6.08	Connection to Existing Intake	EA	1.00		1.00	\$ 5,200.00	\$ 5,200.00	1	\$ 5,200.00	1.00	\$ 5,200.00	-	100.00%
6.09	Remove Intake, SW-506	EA	1.00		1.00	\$ 2,200.00	\$ 2,200.00	1	\$ 2,200.00	1.00	\$ 2,200.00	-	100.00%
6.10	Remove Intake, SW-512	EA	1.00		1.00	\$ 1,600.00	\$ 1,600.00	1	\$ 1,600.00	1.00	\$ 1,600.00	-	100.00%
6.11	Remove Intake, Field Tile	EA	1.00		1.00	\$ 730.00	\$ 730.00	1	\$ 730.00	0.00	\$ -	-	100.00%
DIVISION 7- STREETS AND RELATED WORK													
7.01	Pavement, PCC Class C-SUD, 9"	SY	20,977.00		20,977.00	\$ 90.00	\$ 1,887,930.00	20977	\$ 1,887,930.00	19435.63	\$ 1,749,206.70	-	100.00%
7.02	Curb and Gutter, 3.0', 9", Wide	LF	227.00		227.00	\$ 43.00	\$ 9,761.00	227	\$ 9,761.00	227.00	\$ 9,761.00	-	100.00%
7.03	Concrete Median, 6"	SY	241.00		241.00	\$ 74.00	\$ 17,834.00	241	\$ 17,834.00	147.10	\$ 10,885.40	-	100.00%
7.04	Granular Shoulder, Type A, 4"	TON	214.00		214.00	\$ 35.00	\$ 7,490.00	278.2	\$ 9,737.00	0.00	\$ -	(64.20)	130.00%
7.05	Removal of Sidewalk	SY	210.00		210.00	\$ 10.00	\$ 2,100.00	329.4	\$ 3,294.00	329.40	\$ 3,294.00	(119.40)	156.86%
7.06	Removal of Driveway	SY	600.00		600.00	\$ 10.00	\$ 6,000.00	600	\$ 6,000.00	600.00	\$ 6,000.00	-	100.00%
7.07	Sidewalk, PCC, 4"	SY	497.00		497.00	\$ 57.00	\$ 28,329.00	516.5	\$ 29,440.50	516.50	\$ 29,440.50	(19.50)	103.92%
7.08	Sidewalk, PCC, 5"	SY	277.00		277.00	\$ 63.00	\$ 17,451.00	299.7	\$ 18,881.10	299.7			



## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.22	Grooves Cut for Symbols and Legends	EA	21.00	21.00	\$ 125.00	\$ 2,625.00	21	\$ 2,625.00	0.00	\$ -	-	100.00%
8.23	Temporary Traffic Control	LS	1.00	1.00	\$55,000.00	\$ 55,000.00	1	\$ 55,000.00	0.25	\$ 13,750.00	-	100.00%
8.24	Portable Dynamic Message Sign (PDMS)	DAY	120.00	120.00	\$ 75.00	\$ 9,000.00	104	\$ 7,800.00	30.00	\$ 2,250.00	16.00	86.67%
8.25	Removal of Type A Sign Assembly	EA	10.00	10.00	\$ 75.00	\$ 750.00	10	\$ 750.00	0.00	\$ -	-	100.00%
8.26	Install Type A Sign Assembly	EA	26.00	26.00	\$ 375.00	\$ 9,750.00	26	\$ 9,750.00	11.00	\$ 4,125.00	-	100.00%
8.27	Removal and Reinstall Type B Sign Assembly	EA	3.00	3.00	\$ 1,750.00	\$ 5,250.00	3	\$ 5,250.00	0.00	\$ -	-	100.00%
8.28	PSSIP Anchor Triangular Sign-Base Assembly for Type B Sign Assembly	EA	2.00	2.00	\$ 475.00	\$ 950.00	2	\$ 950.00	0.00	\$ -	-	100.00%
8.29	Concrete Footing for Breakaway Type B Sign Post, 2'-6" Dia. x 7'-6"	EA	4.00	4.00	\$ 2,000.00	\$ 8,000.00	4	\$ 8,000.00	0.00	\$ -	-	100.00%
8.30	Steel Breakaway Sign Post for Type B Signs, W8 x W21	LF	22.00	22.00	\$ 125.00	\$ 2,750.00	22	\$ 2,750.00	0.00	\$ -	-	100.00%
8.31	I-35 Ramp Signalization	LS	1.00	1.00	\$292,152.30	\$ 292,152.30	1	\$ 292,152.30	1.00	\$ 292,152.30	-	100.00%
8.32	Bracket for PTZ Camera	LS	1.00	1.00	\$ 1,854.60	\$ 1,854.60	1	\$ 1,854.60	1.00	\$ 1,854.60	-	100.00%
8.33	Painted Symbols and Legends, Temp	EA	9.00	9.00	\$ 137.50	\$ 1,237.50	9	\$ 1,237.50	9.00	\$ 1,237.50	-	100.00%
8.34	Painted Pavement Markings, Temp	STA	49.70	49.70	\$ 46.75	\$ 2,323.48	49.7	\$ 2,323.48	49.70	\$ 2,323.48	-	100.00%
8.35	(EWO) Traffic Control	EA	1.00	1.00	\$ 3,300.00	\$ 3,300.00	1	\$ 3,300.00	1.00	\$ 3,300.00	-	100.00%
DIVISION 9- SITE WORK AND LANDSCAPING												
9.01	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	8.70	8.70	\$ 500.00	\$ 4,350.00	1	\$ 500.00	1.00	\$ 500.00	7.70	11.49%
9.02	Conventional Seeding, Seeding and Fertilizing, Type 6	AC	5.80	5.80	\$ 2,500.00	\$ 14,500.00	6.67	\$ 16,675.00	1.91	\$ 4,775.00	(0.67)	115.00%
9.03	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	5.80	5.80	\$ 3,800.00	\$ 22,040.00	18.72	\$ 71,136.00	8.09	\$ 30,742.00	(12.92)	322.76%
9.04	Filter Sock, 9" Dia.	LF	9,250.00	9,250.00	\$ 2.00	\$ 18,500.00	175	\$ 350.00	175.00	\$ 350.00	9,075.00	1.89%
9.05	Filter Sock, 12" Dia.	LF	240.00	240.00	\$ 4.00	\$ 960.00	0	\$ -	0.00	\$ -	240.00	0.00%
9.06	Filter Sock, Removal	LF	9,490.00	9,490.00	\$ 0.40	\$ 3,796.00	0	\$ -	0.00	\$ -	9,490.00	0.00%
9.07	Check Dam, Rock	TON	24.00	24.00	\$ 75.00	\$ 1,800.00	0	\$ -	0.00	\$ -	24.00	0.00%
9.08	Rip Rap, Class E Revetment	TON	131.00	131.00	\$ 75.00	\$ 9,825.00	90	\$ 6,750.00	90.00	\$ 6,750.00	41.00	68.70%
9.09	Rip Rap, Erosion Stone	TON	42.00	42.00	\$ 75.00	\$ 3,150.00	22.82	\$ 1,711.50	0.00	\$ -	19.18	54.33%
9.10	Silt Fence or Silt Fence Ditch Check	LF	7,250.00	7,250.00	\$ 2.00	\$ 14,500.00	65	\$ 130.00	65.00	\$ 130.00	7,185.00	0.90%
9.11	Silt Fence of Silt Fence Ditch Check, Removal of Device	LF	7,250.00	7,250.00	\$ 0.10	\$ 725.00	0	\$ -	0.00	\$ -	7,250.00	0.00%
9.12	Stabilized Construction Entrance	SY	480.00	480.00	\$ 10.00	\$ 4,800.00	0	\$ -	0.00	\$ -	480.00	0.00%
9.13	Erosion Control Mulching, Conventional	AC	8.70	8.70	\$ 600.00	\$ 5,220.00	1	\$ 600.00	1.00	\$ 600.00	7.70	11.49%
9.14	Inlet Protection Device, Drop-In	EA	50.00	50.00	\$ 200.00	\$ 10,000.00	44	\$ 8,800.00	28.00	\$ 5,600.00	6.00	88.00%
9.15	Inlet Protection Device, Surface Applied	EA	50.00	50.00	\$ 200.00	\$ 10,000.00	0	\$ -	0.00	\$ -	50.00	0.00%
9.16	Inlet Protection Device, Maintenance	EA	100.00	100.00	\$ 25.00	\$ 2,500.00	28	\$ 700.00	0.00	\$ -	72.00	28.00%
DIVISION 10- DEMOLITION												
10.01	Demolition of Building Structures	LS	1.00	1.00	\$37,500.00	\$ 37,500.00	1	\$ 37,500.00	1.00	\$ 37,500.00	-	100.00%
DIVISION 11- MISCELLANEOUS												
11.01	Mobilization	LS	1.00	1.00	\$500,000.00	\$ 500,000.00	1	\$ 500,000.00	1.00	\$ 500,000.00	-	100.00%
11.02	Maintenance of Postal Service	LS	1.00	1.00	\$10,000.00	\$ 10,000.00	1	\$ 10,000.00	0.75	\$ 7,500.00	-	100.00%
11.04	Telebelt for Concrete Placement	EA	1.00	1.00	\$ 4,468.75	\$ 4,468.75	1	\$ 4,468.75	1.00	\$ 4,468.75	-	100.00%
11.03	Concrete Washout	LS	1.00	1.00	\$10,000.00	\$ 10,000.00	1	\$ 10,000.00	0.75	\$ 7,500.00	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 5,439,537.03

\$ 5,492,452.03

\$ 4,911,816.13

0.97%



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

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ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to approve Payment #15 in the amount of \$251,679.60 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:




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ADDITIONAL INFORMATION:

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ATTACHMENTS:

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 <a href="#">Payment #15</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** SE 3rd Street Utility Improvements - Phase 1  
**Contractor:** Absolute Concrete Construction, Inc.  
**Address:** 505 1st Avenue Slater, IA 50248  
**Finance Budget Code:** 48% 658.3658.4452      **Finance Project #** 48% 658.4452  
52% 695.3695.4453      52% 695.4453  
**Vendor Project or Invoice #:** N/A      **PO #** N/A  
**Original Contract Date:** January 18, 2022      **Vendor #** 4997

**Date of Council Meeting:** October 16, 2023      **PAYMENT REQUEST #** 15  
**PAYMENT PERIOD:** From: September 3, 2023 Through: September 30, 2023

## Contract Summary

Original Contract Amount:	\$	1,816,990.10	
Net change by Change Orders:	\$	72,324.05	
Contract Amount to Date: (line 1 ± 2)	\$	1,889,314.15	
Total completed and stored to date:	\$	1,799,238.75	
Retainage: 5 % of Completed Work:	\$	89,961.94	
Total Earned less Retainage:	\$	1,709,276.81	
Less previous applications for payment:	\$	1,457,597.21	
SUBTOTAL	\$		251,679.60


OTHER CHARGES (Attach an itemized list) \$ -


**CURRENT PAYMENT DUE** \$ 251,679.60


Balance to finish, including retainage: \$ 180,037.34

Contract Time Remaining (If applicable) - Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Construction Contractor Approval:** Absolute Concrete Construction, Inc.  
Signature:  Firm Name: \_\_\_\_\_ Date: 10-5-23

**Engineer / Consultant Approval:** JEO Consulting Group  
Signature:  Firm Name: \_\_\_\_\_ Date: 10/05/2023

**City of Ankeny Staff Approval:**  
Signature:  Date: 10/6/2023

**Submit to:** Becky Ford, P.E. - Stormwater & Environmental Manager  
**E-mail:** [bford@AnkenyIowa.gov](mailto:bford@AnkenyIowa.gov) **Phone:** (515) 963-3526 **Fax:** (515) 963-3526



## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	EARTHWORK	LS	1.00		1.00	\$15,000.00	\$ 15,000.00		\$ -	1.00	1.00	\$ 15,000.00	0.00	100.00%
2.02	CLEARING AND GRUBBING	LS	1.00		1.00	\$15,000.00	\$ 15,000.00		\$ -	1.00	1.00	\$ 15,000.00	0.00	100.00%
2.03	TOPSOIL, OFF-SITE	CY	316.00		316.00	\$85.00	\$ 26,868.00		\$ -	0.00	0.00	\$ -	316.00	0.00%
2.04	EXCAVATION, CLASS 10	CY	592.00	131.00	723.00	\$25.00	\$ 18,075.00	359.00	\$ 8,975.00	381.00	740.00	\$ 18,500.00	(17.00)	100.35%
2.05	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	5,556.00		5,556.00	\$4.00	\$ 22,224.00	2,232.00	\$ 8,928.00	3,324.00	5,556.00	\$ 22,224.00	0.00	100.00%
2.06	SUBGRADE TREATMENT, GEGRID, TRIANGULAR	SY	1,389.00		1,389.00	\$6.00	\$ 8,334.00	155.00	\$ 930.00	1,426.00	1,581.00	\$ 9,486.00	(192.00)	113.82%
2.07	SUBBASE, MODIFIED	SY	5,556.00	790.00	6,346.00	\$12.00	\$ 76,152.00	2,383.00	\$ 28,596.00	4,114.00	6,497.00	\$ 77,964.00	(151.00)	100.38%
2.08	COMPACTION TESTING	LS	1.00		1.00	\$5,000.00	\$ 5,000.00	0.34	\$ 1,700.00	0.66	1.00	\$ 5,000.00	0.00	100.00%
3.01	TRENCH EXCAVATION AND BACKFILL	LS	1.00		1.00	\$5,000.00	\$ 5,000.00	0.10	\$ 500.00	0.90	1.00	\$ 5,000.00	0.00	100.00%
3.02	SEWERS AND DRAINS	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -			\$ -		0.00%
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 15 IN. DIA.	LF	1,249.00	(1,249.00)	0.00	\$95.00	\$ -	56.00	\$ 3,192.00	0.00	0.00	\$ -	0.00	0.00%
4.02	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	104.00		104.00	\$57.00	\$ 5,928.00		\$ -	44.00	100.00	\$ 5,700.00	4.00	96.15%
4.03	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	1,249.00		1,249.00	\$106.00	\$ 132,394.00		\$ -	124.00	1,249.00	\$ 132,394.00	0.00	100.00%
4.04	STORM SEWER, TRENCHED, RCP, 48 IN. ARCH. DIA.	LF	18.00		18.00	\$242.85	\$ 4,371.30		\$ -	24.00	24.00	\$ 5,828.40	(6.00)	133.33%
4.05	SANITARY SEWER SERVICE, PVC, 4"	LF	1,044.00	(1,044.00)	0.00	\$68.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
4.06	REMOVAL OF SANITARY SEWER, VCP DIA. EQUAL TO OR LESS THAN 15 IN.	LF	1,255.00		1,255.00	\$30.00	\$ 37,650.00		\$ -	125.00	1,255.00	\$ 37,650.00	0.00	100.00%
4.07	SANITARY SEWER TEMPORARY CLEANOUT	EA	3.00		3.00	\$550.00	\$ 1,650.00		\$ -	3.00	3.00	\$ 1,650.00	0.00	100.00%
4.08	REMOVAL OF STORM SEWER, RCP, DIA. EQUAL TO OR LESS THAN 18 IN.	LF	99.00		99.00	\$15.00	\$ 1,485.00		\$ -	141.00	141.00	\$ 2,115.00	(42.00)	142.42%
4.09	FOOTING DRAIN COLLECTOR/DRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	2,399.00		2,399.00	\$26.70	\$ 64,053.30	847.00	\$ 22,614.90	1,552.00	2,399.00	\$ 64,053.30	0.00	100.00%
4.10	TEMPORARY SUBDRAIN CAP	EA	2.00		2.00	\$80.00	\$ 160.00	2.50	\$ 200.00	1.50	4.00	\$ 320.00	(2.00)	200.00%
4.11	FOOTING DRAIN OUTLETS AND CONNECTIONS, 8 IN. DIA.	EA	14.00		14.00	\$180.00	\$ 2,520.00	4.00	\$ 720.00	10.00	14.00	\$ 2,520.00	0.00	100.00%
4.12	STORM SEWER SERVICE STUB, PVC, 1-1/2 IN. DIA.	EA	36.00		36.00	\$625.00	\$ 22,500.00	17.00	\$ 10,625.00	19.00	36.00	\$ 22,500.00	0.00	100.00%
5.01	WATER MAINS AND APPURTENANCES	LF	1,253.00		1,253.00	\$40.00	\$ 50,120.00		\$ -	125.00	1,253.00	\$ 50,120.00	0.00	100.00%
5.02	FITTING, REDUCER, 8" X 4" IN.	EA	1.00		1.00	\$475.00	\$ 475.00		\$ -	2.00	2.00	\$ 950.00	(1.00)	200.00%
5.03	FITTING, UNION, 4" X 4"	EA	1.00		1.00	\$425.00	\$ 425.00		\$ -	1.00	1.00	\$ 425.00	0.00	100.00%
5.04	FITTING, UNION, 8" X 8"	EA	1.00		1.00	\$576.00	\$ 576.00		\$ -	1.00	1.00	\$ 576.00	0.00	100.00%
5.05	FITTING, 22.5 DEG., 8 IN.	EA	2.00		2.00	\$545.25	\$ 1,090.50		\$ -	0.00	0.00	\$ -	2.00	0.00%
5.06	FITTING, 45 DEG., 8 IN.	EA	2.00		2.00	\$550.00	\$ 1,100.00		\$ -	4.00	4.00	\$ 2,200.00	(2.00)	200.00%
5.07	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., NEAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00	6.00	\$ 5,490.00	12.00	18.00	\$ 16,470.00	0.00	100.00%
5.08	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., FAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00	7.00	\$ 6,405.00	11.00	18.00	\$ 16,470.00	0.00	100.00%
5.09	REMOVAL OF WATER MAIN	LF	1,256.00		1,256.00	\$22.50	\$ 28,260.00		\$ -	125.00	1,256.00	\$ 28,260.00	0.00	100.00%
5.10	WATER MAIN, TEMPORARY, PEX, 2 IN. DIA.	LF	2,948.00		2,948.00	\$16.00	\$ 47,168.00		\$ -	294.00	2,948.00	\$ 47,168.00	0.00	100.00%
5.11	VALVE, GATE, 8 IN.	EA	5.00		5.00	\$1,725.00	\$ 8,625.00		\$ -	4.00	4.00	\$ 6,900.00	1.00	80.00%
5.12	FIRE HYDRANT ASSEMBLY (ALTERNATE PLAN)	EA	3.00		3.00	\$4,300.00	\$ 12,900.00		\$ -	3.00	3.00	\$ 12,900.00	0.00	100.00%
5.13	VALVE BOX REPLACEMENT	EA	2.00		2.00	\$540.00	\$ 1,080.00		\$ -	2.00	2.00	\$ 1,080.00	0.00	100.00%
5.14	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1.00		1.00	\$200.00	\$ 200.00		\$ -	1.00	1.00	\$ 200.00	0.00	100.00%
5.15	VALVE REMOVAL	EA	2.00		2.00	\$250.00	\$ 500.00		\$ -	2.00	2.00	\$ 500.00	0.00	100.00%
6.01	STRUCTURES FOR SANITARY AND STORM SEWERS	EA	3.00		3.00	\$9,800.00	\$ 29,400.00		\$ -	3.00	3.00	\$ 29,400.00	0.00	100.00%
6.02	MANHOLE, SW-303, 48"	EA	1.00		1.00	\$10,525.00	\$ 10,525.00		\$ -	1.00	1.00	\$ 10,525.00	0.00	100.00%
6.03	MANHOLE, SW-403, MODIFIED, 5.75' X 7.75'	EA	1.00		1.00	\$12,405.00	\$ 12,405.00		\$ -	1.00	1.00	\$ 12,405.00	0.00	100.00%
6.04	MANHOLE, SW-403, MODIFIED, 4' X 7.75'	EA	1.00		1.00	\$14,150.00	\$ 14,150.00		\$ -	1.00	1.00	\$ 14,150.00	0.00	100.00%
6.05	INTAKE, SW-505	EA	4.00		4.00	\$5,270.00	\$ 21,080.00	1.00	\$ 5,270.00	3.00	4.00	\$ 21,080.00	0.00	100.00%
6.06	INTAKE, SW-506, MODIFIED	EA	4.00		4.00	\$14,550.00	\$ 58,200.00	1.00	\$ 14,550.00	3.00	4.00	\$ 58,200.00	0.00	100.00%
6.07	INTAKE, SW-512	EA	2.00		2.00	\$2,530.00	\$ 5,060.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
6.08	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	4.00		4.00	\$250.00	\$ 1,000.00		\$ -	4.00	4.00	\$ 1,000.00	0.00	100.00%
6.09	REMOVE MANHOLE, SANITARY	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	4.00	4.00	\$ 2,800.00	0.00	100.00%
6.10	REMOVE INTAKE	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	4.00	4.00	\$ 2,800.00	0.00	100.00%
7.01	STREETS AND RELATED WORK	SY	4,677.00		4,677.00	\$80.00	\$ 374,160.00	1,761.75	\$ 140,940.00	3,021.00	4,782.75	\$ 382,620.00	(103.75)	102.26%
7.02	PAVEMENT, PCC, CLASS C-SUD, 8 IN.	SY	64.00		64.00	\$80.00	\$ 5,120.00		\$ -	0.00	0.00	\$ -	64.00	0.00%
7.03	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	2,053.00		2,053.00	\$15.00	\$ 30,795.00		\$ -	166.40	1,684.90	\$ 24,973.50	388.10	81.10%
7.04	SIDEWALK, PCC, 4 IN.	SY	960.00		960.00	\$50.00	\$ 48,000.00		\$ -	603.60	603.60	\$ 30,180.00	356.40	62.89%
7.05	SIDEWALK, PCC, 6 IN.	SY	53.00		53.00	\$165.00	\$ 8,745.00		\$ -	53.50	53.50	\$ 8,827.50	(0.50)	100.94%
7.06	DETECTABLE WARNING, POLYMER	SF	87.00		87.00	\$50.00	\$ 4,350.00		\$ -	96.00	96.00	\$ 4,800.00	(9.00)	110.34%
7.07	DRIVEWAY, PAVED, PCC, 6 IN.	SY	950.00		950.00	\$75.00	\$ 71,250.00		\$ -	593.00	593.00	\$ 44,475.00	357.00	62.42%
7.08	PAVEMENT REMOVAL	SY	3,861.00		3,861.00	\$12.00	\$ 46,332.00		\$ -	386.10	3,861.00	\$ 46,332.00	0.00	100.00%
7.09	PLASTIC CONCRETE TESTING	LS	1.00		1.00	\$10,000.00	\$ 10,000.00		\$ -	0.66	0.66	\$ 6,600.00	0.34	66.00%



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

TRAFFIC CONTROL												
8.01	PAINTED PAVEMENT MARKING, DURABLE	STA	18.96									
8.02	GROOVES CUT FOR PAVEMENT MARKINGS	STA	18.96	18.96	\$350.00	\$ 6,635.00	\$	-	9.09	9.09	\$ 3,181.50	9.87
8.03	TEMPORARY TRAFFIC CONTROL	LS	1.00	1.00	\$150.00	\$ 2,844.00	\$	-	9.09	9.09	\$ 1,363.50	9.87
8.04	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20.00	20.00	\$20,000.00	\$ 20,000.00	0.10	\$ 2,000.00	0.80	0.90	\$ 18,000.00	0.10
8.05	REMOVAL, SALVAGE, AND REINSTALL SIGN	EA	8.00	8.00	\$100.00	\$ 2,000.00	\$	-	50.00	50.00	\$ 5,000.00	(30.00)
	SITE WORK AND LANDSCAPING				\$300.00	\$ 2,400.00	\$	-	4.00	4.00	\$ 1,200.00	4.00
9.01	TEMPORARY CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.60	0.60	\$750.00	\$ 450.00	\$	-	0.00	0.00	\$ -	0.50
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.60	0.60	\$2,400.00	\$ 1,440.00	\$	-	0.54	0.54	\$ 1,296.00	0.06
9.03	STABILIZED CONSTRUCTION ENTRANCE	SY	200.00	200.00	\$8.00	\$ 1,600.00	\$	-	0.00	0.00	\$ -	200.00
9.04	EROSION CONTROL MULCH, HYDROMULCH (BFM)	AC	1.20	1.20	\$3,500.00	\$ 4,200.00	\$	-	0.90	0.90	\$ 3,150.00	0.30
9.05	INLET PROTECTION DEVICE, DROP-IN	EA	16.00	16.00	\$200.00	\$ 3,200.00	\$	-	4.00	4.00	\$ 800.00	12.00
9.06	INLET PROTECTION DEVICE, OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EA	4.00	4.00	\$100.00	\$ 400.00	\$	-	8.00	8.00	\$ 800.00	(4.00)
9.07	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	48.00	48.00	\$40.00	\$ 1,920.00	\$	-	32.00	32.00	\$ 1,280.00	16.00
9.08	INLET PROTECTION DEVICE, AREA INTAKE	EA	2.00	2.00	\$150.00	\$ 300.00	\$	-	0.00	0.00	\$ -	2.00
MISCELLANEOUS												
11.01	MOBILIZATION	LS	1.00	1.00	\$150,000.00	\$ 150,000.00	\$	-	1.00	1.00	\$ 150,000.00	0.00
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00	1.00	\$6,200.00	\$ 6,200.00	0.10	\$ 620.00	0.80	0.90	\$ 5,580.00	0.10
11.03	TEMPORARY GRANULAR SIDEWALK	SY	944.00	944.00	\$20.00	\$ 18,880.00	\$	-	473.00	473.00	\$ 9,460.00	471.00
11.04	TEMPORARY PEDESTRIAN RAMP	EA	4.00	4.00	\$2,500.00	\$ 10,000.00	\$	-	6.00	6.00	\$ 15,000.00	(2.00)
11.05	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1.00	1.00	\$3,000.00	\$ 3,000.00	0.24	\$ 720.00	0.66	0.90	\$ 2,700.00	0.10
11.06	ORANGE MESH SAFETY FENCE	LS	1.00	1.00	\$20,000.00	\$ 20,000.00	0.10	\$ 2,000.00	0.80	0.90	\$ 18,000.00	0.10
CHANGE ORDER ITEMS												
12.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, A-2000, 15 IN. DIA	LF	0.00	1,249.00	\$ 117.20	\$ 146,382.80	\$	-	1249.00	1,249.00	\$ 146,382.80	0.00
12.02	SANITARY SEWER SERVICE, A-2000, 4"	LF	0.00	1,044.00	\$ 70.22	\$ 73,303.68	\$	-	1044.00	1,044.00	\$ 73,303.68	0.00
12.03	4020-D - REMOVAL OF STORM SEWER, RCP, 36 IN. DIA.	LF	0.00	32.00	\$ 38.85	\$ 1,243.20	\$	-	32.00	32.00	\$ 1,243.20	0.00
12.04	601CH - REMOVE MANHOLE, STORM SEWER	EA	0.00	1.00	\$ 999.00	\$ 999.00	\$	-	1.00	1.00	\$ 999.00	0.00
12.05	FOOTING REMOVAL (CO#3)	LS	0.00	1.00	\$ 3,952.50	\$ 3,952.50	\$	-	1.00	1.00	\$ 3,952.50	0.00
12.06	802B-B, PAINTED PAVEMENT MARKINGS, TEMPORARY (CO#3)	LS	0.00	1.00	\$ 3,348.87	\$ 3,348.87	\$	-	1.00	1.00	\$ 3,348.87	0.00
12.07	WATER SERVICE LINE RELOCATION (CO#3)	LS	0.00	1.00	\$ 19,980.00	\$ 19,980.00	\$	-	1.00	1.00	\$ 19,980.00	0.00

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

**CONTRACT = \$1,889,314.15    PAY PERIOD = \$ 264,925.90**

**COMPLETED = \$1,799,238.75**

**95.23%**

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment

No.	Date	Amount
1	June 20, 2022	\$ 9,285.30
2	July 18, 2022	\$ 116,299.10
3	September 6, 2022	\$ 126,710.14
4	September 19, 2022	\$ 109,410.36
5	October 17, 2022	\$ 55,354.09
6	November 21, 2022	\$ 62,994.02
7	December 19, 2022	\$ 170,950.60
8	January 16, 2023	\$ 85,369.85
9	February 20, 2023	\$ 26,667.80
10	May 15, 2023	\$ 62,624.73
11	June 19, 2023	\$ 191,825.52
12	July 17, 2023	\$ 181,322.13
13	September 5, 2023	\$ 38,584.82
14	September 18, 2023	\$ 220,198.75
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## Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 1,457,597.21

## Record of Change Orders

No.	Date	Amount
1	April 18, 2022	\$ 30,045.48
2	July 18, 2022	\$ 2,242.20
3	February 6, 2023	\$ 27,281.37
4	August 7, 2023	\$ 12,755.00
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CHANGE ORDER TOTAL = \$ 72,324.05

## Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	May 23, 2022

## Substantial Completion

Contract Working Days:	N/A
Added by Change Order:	
Total Working Days:	
Working Days Used to Date:	
Working Days Remaining:	N/A

## Full Completion

Contract Working Days:	160.0
Added by Change Order:	30.5
Total Working Days:	190.5
Working Days Used to Date:	253.0
Working Days Remaining:	0.0



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

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ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to approve Payment #5 in the amount of \$53,893.16 to Alliance Construction Group, LLC, for construction services on the 2023 PCC Reconstruction Program - SE Creekview Drive project.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:




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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">Payment #5</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2023 PCC Reconstruction Program - SE Creekview Drive  
Contractor: Alliance Construction Group, LLC  
Address: 9400 Plum Drive, Suite 100, Urbandale, IA 50322  
Finance Budget Code: 916.3916.4451 Finance Project #: 916.4451  
Vendor Project #: N/A Purchase Order #: N/A  
Original Contract Date: February 20, 2023 Vendor Account #: 6994

Date of Council Meeting: October 16, 2023 Payment Application #: 5

Payment Period: From: September 3, 2023 Through: September 30, 2023

## Contract Summary:

Original Contract Amount:	\$	491,807.50	
Net Change by Change Orders:	\$	17,450.00	
Contract Amount to Date: (line 1 ± 2)	\$	509,257.50	
Total Completed and Stored to Date:	\$	485,407.50	
Retainage: 5 % of Completed Work:	\$	24,270.38	
Total Earned Less Retainage:	\$	461,137.12	
Less Previous Applications for Payment:	\$	407,243.96	
SUBTOTAL:			\$ 53,893.16
OTHER CHARGES:			\$ -
CURRENT PAYMENT DUE:			\$ 53,893.16
Balance to Finish, Including Retainage:	\$	48,120.38	

Contract Time Remaining: 6.00 Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: Alliance Construction Group, LLC

Firm Name

Signature: Ryan McKinney

10/4/2023

Date

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature: Matthew Grgurich

10/4/2023

Date

Submit to: Matthew Grgurich - Civil Engineer I

E-mail: MGrurich@Ankenylowa.gov

Phone Number: (515) 963-3549

Date Printed: 10/4/2023

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
<b>EARTHWORK</b>														
2.01	Excavation, Class 10	CY	505.00		505.00	\$ 25.00	\$ 12,625.00	57.00	\$ 1,425.00	448.00	505.00	\$ 12,625.00	0.00	100.00%
2.02	Subgrade Preparation, 6" Depth	SY	3,025.00		3,025.00	\$ 3.00	\$ 9,075.00	40.00	\$ 120.00	2985.00	3,025.00	\$ 9,075.00	0.00	100.00%
2.03	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	755.00		755.00	\$ 5.00	\$ 3,775.00		\$ -		0.00	\$ -	755.00	0.00%
2.04	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,025.00		3,025.00	\$ 12.50	\$ 37,812.50	40.00	\$ 500.00	2985.00	3,025.00	\$ 37,812.50	0.00	100.00%
2.05	Compaction Testing	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00	0.10	\$ 400.00	0.90	1.00	\$ 4,000.00	0.00	100.00%
<b>SEWERS AND DRAINS</b>														
4.01	Subdrain, Corrugated PVC, Type 1, 6" Diameter	LF	830.00		830.00	\$ 17.00	\$ 14,110.00	45.00	\$ 765.00	785.00	830.00	\$ 14,110.00	0.00	100.00%
4.02	Subdrain Cleanout, Type B, 24" Diameter	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	1.00	\$ 2,500.00	0.00	100.00%
4.03	Subdrain Outlets and Connections, PVC, 6" Diameter	EA	4.00		4.00	\$ 350.00	\$ 1,400.00		\$ -	3.00	3.00	\$ 1,050.00	1.00	75.00%
<b>STRUCTURES FOR SANITARY AND STORM SEWERS</b>														
6.01	Intake Adjustment, Minor, Single Grate	EA	1.00		1.00	\$ 1,600.00	\$ 1,600.00		\$ -		0.00	\$ -	1.00	0.00%
6.02	Intake Adjustment, Minor, Double Grate	EA	1.00		1.00	\$ 2,100.00	\$ 2,100.00		\$ -	1.00	1.00	\$ 2,100.00	0.00	100.00%
<b>STREETS AND RELATED WORK</b>														
7.01	Pavement, PCC, Class C-SUD, 9" Thick	SY	2,525.00		2,525.00	\$ 87.50	\$ 220,937.50		\$ -	2485.00	2,485.00	\$ 217,437.50	40.00	98.42%
7.02	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 9" Thick	LF	50.00		50.00	\$ 100.00	\$ 5,000.00	50.00	\$ 5,000.00		50.00	\$ 5,000.00	0.00	100.00%
7.03	Plastic Concrete Testing	LS	1.00		1.00	\$ 4,500.00	\$ 4,500.00	0.10	\$ 450.00	0.90	1.00	\$ 4,500.00	0.00	100.00%
7.04	Removal of Sidewalk	SY	100.00		100.00	\$ 15.00	\$ 1,500.00	70.00	\$ 1,050.00	30.00	100.00	\$ 1,500.00	0.00	100.00%
7.05	Removal of Driveway	SY	300.00		300.00	\$ 15.00	\$ 4,500.00	42.10	\$ 631.50	257.90	300.00	\$ 4,500.00	0.00	100.00%
7.06	Sidewalk, PCC, 4" Thick	SY	140.00		140.00	\$ 58.00	\$ 8,120.00	120.00	\$ 6,960.00	20.00	140.00	\$ 8,120.00	0.00	100.00%
7.07	Sidewalk, PCC, 6" Thick	SY	55.00		55.00	\$ 55.00	\$ 3,025.00	42.00	\$ 2,310.00	13.00	55.00	\$ 3,025.00	0.00	100.00%
7.08	Detectable Warnings, Galvanized Steel	SF	84.00		84.00	\$ 85.00	\$ 7,140.00	60.00	\$ 5,100.00	24.00	84.00	\$ 7,140.00	0.00	100.00%
7.09	Driveway, Paved, PCC, Class C, Type A Commercial, 7" Thick	SY	310.00		310.00	\$ 60.00	\$ 18,600.00	135.00	\$ 8,100.00	175.00	310.00	\$ 18,600.00	0.00	100.00%
7.10	Subbase Over-excavation, 6" Depth	SY	300.00		300.00	\$ 8.00	\$ 2,400.00	222.00	\$ 1,776.00	78.00	300.00	\$ 2,400.00	0.00	100.00%
7.11	Pavement Removal, PCC	SY	2,525.00		2,525.00	\$ 12.00	\$ 30,300.00	183.20	\$ 2,198.40	2341.80	2,525.00	\$ 30,300.00	0.00	100.00%
7.12	Curb and Gutter Removal, 2.0' Wide	LF	50.00		50.00	\$ 42.00	\$ 2,100.00	50.00	\$ 2,100.00		50.00	\$ 2,100.00	0.00	100.00%
<b>TRAFFIC CONTROL</b>														
8.01	Traffic Signal Modification, SE Creekview Drive and SE Oaklawn Road	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	0.50	\$ 1,250.00	0.50	1.00	\$ 2,500.00	0.00	100.00%
8.02	Painted Pavement Markings, Durable	STA	3.00		3.00	\$ 850.00	\$ 2,550.00		\$ -		0.00	\$ -	3.00	0.00%
8.03	Grooves Cut for Pavement Markings	STA	3.00		3.00	\$ 450.00	\$ 1,350.00		\$ -		0.00	\$ -	3.00	0.00%
8.04	Temporary Traffic Control	LS	1.00		1.00	\$ 23,000.00	\$ 23,000.00	0.10	\$ 2,300.00	0.90	0.90	\$ 20,700.00	0.10	90.00%
8.05	Portable Dynamic Message Sign (PDMS)	CDAY	15.00		15.00	\$ 170.00	\$ 2,550.00		\$ -	15.00	15.00	\$ 2,550.00	0.00	100.00%
8.06	Temporary Lane Separator System (TLSS)	LF	875.00		875.00	\$ 14.50	\$ 12,687.50	387.50	\$ 5,618.75	487.50	875.00	\$ 12,687.50	0.00	100.00%
<b>SITE WORK AND LANDSCAPING</b>														
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.50		0.50	\$ 1,000.00	\$ 500.00		\$ -		0.00	\$ -	0.50	0.00%
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.50		0.50	\$ 5,000.00	\$ 2,500.00		\$ -		0.00	\$ -	0.50	0.00%
9.03	Inlet Protection Device, Surface-applied	EA	3.00		3.00	\$ 200.00	\$ 600.00		\$ -	2.00	2.00	\$ 400.00	1.00	66.67%
9.04	Inlet Protection Device, Drop-in	EA	3.00		3.00	\$ 200.00	\$ 600.00	1.00	\$ 200.00	1.00	2.00	\$ 400.00	1.00	66.67%
9.05	Inlet Protection Device, Maintenance	EA	6.00		6.00	\$ 50.00	\$ 300.00		\$ -		0.00	\$ -	6.00	0.00%
<b>MISCELLANEOUS</b>														
11.01	Mobilization	LS	1.00		1.00	\$ 40,000.00	\$ 40,000.00	0.10	\$ 4,000.00	0.90	0.90	\$ 36,000.00	0.10	90.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$ 3,250.00	\$ 3,250.00	0.10	\$ 325.00	0.90	0.90	\$ 2,925.00	0.10	90.00%
11.03	Concrete Washout	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00	0.20	\$ 400.00	0.75	0.95	\$ 1,900.00	0.05	95.00%
<b>CHANGE ORDER ITEMS</b>														
12.01	Clearing and Grubbing	LS	0.00	1.00	1.00	\$ 2,200.00	\$ 2,200.00		\$ -	1.00	1.00	\$ 2,200.00	0.00	100.00%
12.02	Intake, SW-505, Cast-In-Place	EA	0.00	1.00	1.00	\$ 7,650.00	\$ 7,650.00		\$ -	1.00	1.00	\$ 7,650.00	0.00	100.00%
12.03	Remove Intake	EA	0.00	1.00	1.00	\$ 3,850.00	\$ 3,850.00		\$ -	1.00	1.00	\$ 3,850.00	0.00	100.00%
12.04	Intake, SW-503, Cast-In-Place	EA	0.00	1.00	1.00	\$ 3,750.00	\$ 3,750.00	1.00	\$ 3,750.00		1.00	\$ 3,750.00	0.00	100.00%
12.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 509,257.50 PAY PERIOD = \$ 56,728.65

COMPLETED = \$ 485,407.50

95.32%



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

No.	Date	Amount
1	May 15, 2023	\$ 8,449.06
2	July 17, 2023	\$ 211,812.10
3	August 21, 2023	\$ 54,769.87
4	September 18, 2023	\$ 132,212.93
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## Previous Applications for Payment:

No.	Date	Amount
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## Record of Change Orders:

No.	Date	Amount
1	June 19, 2023	\$ 2,200.00
2	August 21, 2023	\$ 11,500.00
3	October 16, 2023	\$ 3,750.00
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CHANGE ORDER TOTAL = \$ 17,450.00

## Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	May 1, 2023

## Substantial Completion:

Contract Working Days:	50.0
Added by Change Order:	
Total Working Days:	50.0
Working Days Used to Date:	54.0
Working Days Remaining:	(4.0)

## Full Completion:

Contract Working Days:	10.0
Added by Change Order:	
Total Working Days:	10.0
Working Days Used to Date:	
Working Days Remaining:	10.0

PREVIOUS PAY APPS TOTAL = \$ 407,243.96



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

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ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to approve Payment #4 in the amount of \$3,177.75 to All-Star Concrete, LLC, for construction services on the 2023 PCC Reconstruction Program - SE 8th St project.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:




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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">Payment #4</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2023 PCC Reconstruction Program - SE 8th St  
Contractor: All Star Concrete, LLC  
Address: 4989 NW Johnston Dr, Johnston, IA 50131  
Finance Budget Code: 916.3916.4451 Finance Project #: 916.4451  
Vendor Project #: N/A Purchase Order #: N/A  
Original Contract Date: February 6, 2023 Vendor Account #: 9679

Date of Council Meeting: October 16, 2023 Payment Application #: 4

Payment Period: From: September 3, 2023 Through: September 30, 2023

## Contract Summary:

Original Contract Amount:	\$	642,101.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	642,101.00	
Total Completed and Stored to Date:	\$	620,781.00	
Retainage: <u>5</u> % of Completed Work:	\$	31,039.05	
Total Earned Less Retainage:	\$	589,741.95	
Less Previous Applications for Payment:	\$	586,564.20	
SUBTOTAL:	\$		3,177.75

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 3,177.75

Balance to Finish, Including Retainage: \$ 52,359.05

Contract Time Remaining: (11.50) Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: All Star Concrete, LLC  
Firm Name

Paublo Sanchez  
Signature

10.05.2023  
Date

Engineer / Consultant Approval: \_\_\_\_\_  
Firm Name

Signature

Date

City of Ankeny Staff Approval:

Emily Jones  
Signature

10/6/23  
Date

Submit to: Emily Soares - Civil Engineer 1  
E-mail: ESoares@AnkenyIowa.gov Phone Number: 515-963-3542

Date Printed: 10/3/2023



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
<b>EARTHWORK</b>														
2.01	Topsoil, Compost-amended	CY	270		270.00	\$ 70.00	\$ 18,900.00		\$ -	135.00	135.00	\$ 9,450.00	135.00	50.00%
2.02	Excavation, Class 10	CY	660		660.00	\$ 20.00	\$ 13,200.00		\$ -	660.00	660.00	\$ 13,200.00	0.00	100.00%
2.03	Subgrade Preparation, 6" Depth	SY	3,960		3,960.00	\$ 3.00	\$ 11,880.00		\$ -	3,960.00	3,960.00	\$ 11,880.00	-6.00	100.00%
2.04	Subgrade Treatment, Geotext, Triangular, Type 3	SY	990		990.00	\$ 5.00	\$ 4,950.00		\$ -	54.00	54.00	\$ 270.00	936.00	5.45%
2.05	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,960		3,960.00	\$ 12.50	\$ 49,500.00		\$ -	3,960.00	3,960.00	\$ 49,500.00	0.00	100.00%
2.06	Compaction Testing	LS	1		1.00	\$ 1,629.00	\$ 1,629.00		\$ -	1.00	1.00	\$ 1,629.00	0.00	100.00%
<b>SEWERS AND DRAINS</b>														
4.01	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	1,440		1,440.00	\$ 30.00	\$ 43,200.00		\$ -	1,440.00	1,440.00	\$ 43,200.00	0.00	100.00%
4.02	Subdrain Cleanout, Type B, 24" Diameter	EA	2		2.00	\$ 1,800.00	\$ 3,600.00		\$ -	2.00	2.00	\$ 3,600.00	0.00	100.00%
4.03	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10		10.00	\$ 450.00	\$ 4,500.00		\$ -	12.00	12.00	\$ 5,400.00	(2.00)	120.00%
<b>WATER MAINS AND APPURTENANCES</b>														
5.01	Valve Box Replacement	EA	2		2.00	\$ 850.00	\$ 1,700.00		\$ -	2.00	2.00	\$ 1,700.00	0.00	100.00%
<b>STRUCTURES FOR SANITARY AND STORM SEWERS</b>														
6.01	Intake, Type SW-501, 3'-0" x 2'-0"	EA	1		1.00	\$ 3,750.00	\$ 3,750.00		\$ -	1.00	1.00	\$ 3,750.00	0.00	100.00%
6.02	Intake, Type SW-503, 3'-0" x 6'-0"	EA	1		1.00	\$ 5,200.00	\$ 5,200.00		\$ -	1.00	1.00	\$ 5,200.00	0.00	100.00%
6.03	Intake, Type SW-505, 6'-8" x 2'-0"	EA	1		1.00	\$ 5,600.00	\$ 5,600.00		\$ -	1.00	1.00	\$ 5,600.00	0.00	100.00%
6.04	Manhole Adjustment, Sanitary, Minor, Self-Level Casting	EA	1		1.00	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	1.00	\$ 2,500.00	0.00	100.00%
6.05	Manhole Adjustment, Sanitary, Minor, Two Piece Casting	EA	1		1.00	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	1.00	\$ 2,500.00	0.00	100.00%
6.06	Manhole Adjustment, Storm, Minor, Two Piece Casting	EA	8		8.00	\$ 2,500.00	\$ 20,000.00		\$ -	8.00	8.00	\$ 20,000.00	0.00	100.00%
6.07	Intake Adjustment, Minor	EA	6		6.00	\$ 2,500.00	\$ 15,000.00		\$ -	6.00	6.00	\$ 15,000.00	0.00	100.00%
6.08	Intake Adjustment, Major	EA	1		1.00	\$ 3,500.00	\$ 3,500.00		\$ -	1.00	1.00	\$ 3,500.00	0.00	100.00%
6.09	Remove Intake	EA	4		4.00	\$ 750.00	\$ 3,000.00		\$ -	4.00	4.00	\$ 3,000.00	0.00	100.00%
6.10	Intake, Type SW-503, Partial Rebuild -48" Depth	EA	1		1.00	\$ 5,200.00	\$ 5,200.00		\$ -	1.00	1.00	\$ 5,200.00	0.00	100.00%
<b>STREETS AND RELATED WORK</b>														
7.01	Pavement, PCC, Class C-SD, 7" Thick	SY	890		890.00	\$ 72.00	\$ 64,080.00		\$ -	890.00	890.00	\$ 64,080.00	0.00	100.00%
7.02	Pavement, PCC, Class C-SD, 8" Thick	SY	2,450		2,450.00	\$ 78.00	\$ 191,100.00		\$ -	2,450.00	2,450.00	\$ 191,100.00	0.00	100.00%
7.03	Plastic Concrete Testing	LS	1		1.00	\$ 5,007.00	\$ 5,007.00		\$ -	1.00	1.00	\$ 5,007.00	0.00	100.00%
7.04	Removal of Sidewalk	SY	230		230.00	\$ 15.00	\$ 3,450.00		\$ -	240.00	240.00	\$ 3,600.00	(10.00)	104.35%
7.05	Removal of Driveway	SY	175		175.00	\$ 15.00	\$ 2,625.00		\$ -	175.00	175.00	\$ 2,625.00	0.00	100.00%
7.06	Sidewalk, PCC, Class C, 4" Thick	SY	135		135.00	\$ 55.00	\$ 7,425.00		\$ -	135.00	135.00	\$ 7,425.00	0.00	100.00%
7.07	Sidewalk, PCC, Class C, 6" Thick	SY	85		85.00	\$ 75.00	\$ 6,375.00		\$ -	85.00	85.00	\$ 6,375.00	0.00	100.00%
7.08	Detachable Warning, Galvanized Steel	SF	96		96.00	\$ 60.00	\$ 5,760.00		\$ -	96.00	96.00	\$ 5,760.00	0.00	100.00%
7.09	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	175		175.00	\$ 65.00	\$ 11,375.00		\$ -	175.00	175.00	\$ 11,375.00	0.00	100.00%
7.10	Subbase Over-excavation, 6" Depth	SY	396		396.00	\$ 12.50	\$ 4,950.00		\$ -	15.00	15.00	\$ 187.50	381.00	3.79%
7.11	Pavement Removal	SY	3,340		3,340.00	\$ 12.00	\$ 40,080.00		\$ -	3,340.00	3,340.00	\$ 40,080.00	0.00	100.00%
<b>TRAFFIC CONTROL</b>														
8.01	Temporary Traffic Control	LS	1		1.00	\$ 6,750.00	\$ 6,750.00		\$ -	1.00	1.00	\$ 6,750.00	0.00	100.00%
8.02	Portable Dynamic Message Sign (PDMS)	CDAY	10		10.00	\$ 150.00	\$ 1,500.00		\$ -	10.00	10.00	\$ 1,500.00	0.00	100.00%
8.03	Traffic Signs, No Parking (R8-3), 12" x 12"	EA	2		2.00	\$ 300.00	\$ 600.00		\$ -	2.00	2.00	\$ 600.00	0.00	100.00%
8.04	U-Shaped Rail Steel Posts	EA	2		2.00	\$ 175.00	\$ 350.00		\$ -	2.00	2.00	\$ 350.00	0.00	100.00%
<b>SITE WORK AND LANDSCAPING</b>														
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.5		0.50	\$ 2,750.00	\$ 1,375.00	0.50	\$ 1,375.00	0.00	0.50	\$ 1,375.00	0.00	100.00%
9.02	Conventional Seeding and Fertilizing, Type 4	AC	0.5		0.50	\$ 1,750.00	\$ 875.00		\$ -	0.00	0.00	\$ -	0.50	0.00%
9.03	Erosion Control Matting, Hydromulching, BFM	AC	1.0		1.00	\$ 3,500.00	\$ 3,500.00	0.50	\$ 1,750.00	0.00	0.50	\$ 1,750.00	0.50	50.00%
9.04	Inlet Protection Device, Surface-applied	EA	11		11.00	\$ 90.00	\$ 990.00		\$ -	11.00	11.00	\$ 990.00	0.00	100.00%
9.05	Inlet Protection Device, Drop-in	EA	11		11.00	\$ 155.00	\$ 1,705.00		\$ -	5.50	5.50	\$ 852.50	5.50	50.00%
9.06	Inlet Protection Device, Maintenance	EA	11		11.00	\$ 20.00	\$ 220.00	11.00	\$ 220.00	0.00	11.00	\$ 220.00	0.00	100.00%
<b>MISCELLANEOUS</b>														
11.01	Mobilization	LS	1		1.00	\$ 41,610.00	\$ 41,610.00		\$ -	1.00	1.00	\$ 41,610.00	0.00	100.00%
11.02	Maintenance of Paved Service	LS	1		1.00	\$ 1,830.00	\$ 1,830.00		\$ -	1.00	1.00	\$ 1,830.00	0.00	100.00%
11.03	Maintenance of Solid Waste Collection	LS	1		1.00	\$ 3,900.00	\$ 3,900.00		\$ -	1.00	1.00	\$ 3,900.00	0.00	100.00%
11.04	Temporary Pedestrian Ramp	EA	8		8.00	\$ 1,750.00	\$ 14,000.00		\$ -	8.00	8.00	\$ 14,000.00	0.00	100.00%
11.05	Concrete Washout, Containers	LS	1		1.00	\$ 1,800.00	\$ 1,800.00		\$ -	1.00	1.00	\$ 1,800.00	0.00	100.00%
<b>CHANGE ORDER ITEMS</b>														
12.01					0.00	\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
12.02					0.00	\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
12.03					0.00	\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
12.04					0.00	\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
12.05					0.00	\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 642,101.00 PAY PERIOD = \$ 3,345.00

COMPLETED = \$ 620,781.00

96.68%

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

No.	Date	Amount
1	July 17, 2023	\$ 273,583.85
2	August 21, 2023	\$ 252,815.66
3	September 18, 2023	\$ 60,164.69
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## Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 586,564.20

## Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

## Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	June 5, 2023

## Substantial Completion:

Contract Working Days:	40.0
Added by Change Order:	
Total Working Days:	40.0
Working Days Used to Date:	56.5
Working Days Remaining:	(16.5)

## Full Completion:

Contract Working Days:	10.0
Added by Change Order:	
Total Working Days:	10.0
Working Days Used to Date:	5.0
Working Days Remaining:	5.0





ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

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ACTION REQUESTED:

Motion

---

LEGAL:

No Review Required

---

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$42,851.90 to All-Star Concrete, LLC, for construction services on the SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement project.

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---




ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">Payment #2</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement  
**Contractor:** All-Star Concreate LLC  
**Address:** 4989 NW Johnston Drive, Johnston, IA 50131  
**Finance Budget Code:** 965.3965.4456 **Finance Project #** 965.4456  
**Vendor Project or Invoice #:** N/A **PO #** N/A  
**Original Contract Date:** July 3, 2023 **Vendor #** 9679

**Date of Council Meeting:** 10/16/23 **PAYMENT REQUEST #** 2  
**PAYMENT PERIOD:** From: 09/04/23 Through: 10/01/23

## Contract Summary

Original Contract Amount:	\$	685,785.30
Net change by Change Orders:	\$	1,650.00
Contract Amount to Date: (line 1 ± 2)	\$	687,435.30
Total completed and stored to date:	\$	200,028.12
Retainage: 5 % of Completed Work:	\$	10,001.41
Total Earned less Retainage:	\$	190,026.72
Less previous applications for payment:	\$	147,174.82
SUBTOTAL	\$	42,851.90
OTHER CHARGES (Attach an itemized list) ##	\$	-
CURRENT PAYMENT DUE	\$	42,851.90
Balance to finish, including retainage:	\$	497,408.58

Contract Time Remaining (If applicable) N/A Completion Date November 10, 2023

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Construction Contractor Approval:** All-Star Concreate LLC  
Firm Name  
Signature: Paublo Sanchez Date: 10.05.2023

**Engineer / Consultant Approval:** Snyder & Associates  
Firm Name  
Signature: Andrew Houchin Date: 10/5/23

**City of Ankeny Staff Approval:**  
Signature: Leslie Hart Date: 10/6/23

**Submit to:** Leslie Hart  
**E-mail:** Lhart@ankenyiowa.gov **Phone:** 515-963-3548 **Fax:** 515-963-3548

CONTRACT

Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	CY	92		92	\$ 50.00	\$ 4,600.00	60.00	\$ 3,000.00	0.00	60.00	\$ 3,000.00	32	65.22%
	CY	291		291	\$ 50.00	\$ 14,550.00	28.00	\$ 1,400.00	163.00	191.00	\$ 9,550.00	100	65.64%
	SY	1262		1,262	\$ 5.00	\$ 6,310.00		\$ -	566.16	566.16	\$ 2,830.80	696	44.88%
	SY	990		990	\$ 16.00	\$ 15,840.00	167.37	\$ 2,677.92	566.16	733.53	\$ 11,736.48	256	74.09%
	SY	272		272	\$ 15.00	\$ 4,080.00		\$ -	0.00	0.00	\$ -	272	0.00%
	LS	1		1	\$ 2,500.00	\$ 2,500.00		\$ -	0.25	0.25	\$ 625.00	1	25.00%
	TON	200		200	\$ 60.00	\$ 12,000.00		\$ -	0.00	0.00	\$ -	200	0.00%
	LF	130		130	\$ 40.00	\$ 5,200.00		\$ -	119.00	119.00	\$ 4,760.00	11	91.54%
	EA	2		2	\$ 800.00	\$ 1,600.00	2.00	\$ 1,600.00	0.00	2.00	\$ 1,600.00	0	100.00%
DRM	EA	1		1	\$ 2,900.00	\$ 2,900.00		\$ -	0.00	0.00	\$ -	1	0.00%
	EA	2		2	\$ 800.00	\$ 1,600.00		\$ -	2.00	2.00	\$ 1,600.00	0	100.00%
	SY	1157		1,157	\$ 110.00	\$ 127,270.00	167.37	\$ 18,410.70	495.00	662.37	\$ 72,860.70	495	57.25%
	LS	1		1	\$ 3,700.00	\$ 3,700.00		\$ -	0.00	0.00	\$ -	1	0.00%
	SY	346		346	\$ 15.00	\$ 5,190.00		\$ -	86.50	86.50	\$ 1,297.50	260	25.00%
	SY	139		139	\$ 70.00	\$ 9,730.00	22.40	\$ 1,568.00	0.00	22.40	\$ 1,568.00	117	16.12%
	SY	81		81	\$ 70.00	\$ 5,670.00	36.00	\$ 2,520.00	1.00	37.00	\$ 2,590.00	44	45.68%
	SF	120		120	\$ 65.00	\$ 7,800.00	30.00	\$ 1,950.00	0.00	30.00	\$ 1,950.00	90	25.00%
	SY	1110		1,110	\$ 25.00	\$ 27,750.00	167.37	\$ 4,184.25	500.16	667.53	\$ 16,688.25	442	60.14%
	LS	0	1	1	\$ 1,650.00	\$ 1,650.00	1.00	\$ 1,650.00	0.00	1.00	\$ 1,650.00	0	100.00%
	LS	1		1	\$ 234,153.00	\$ 234,153.00		\$ -	0.00	0.00	\$ -	1	0.00%
	LS	1		1	\$ 18,000.00	\$ 18,000.00		\$ -	1.00	1.00	\$ 18,000.00	0	100.00%
	LS	1		1	\$ 16,000.00	\$ 16,000.00		\$ -	0.00	0.00	\$ -	1	0.00%
	STA	35.5		35.5	\$ 500.00	\$ 17,750.00		\$ -	0.00	0.00	\$ -	36	0.00%
	EA	1		1	\$ 500.00	\$ 500.00		\$ -	0.00	0.00	\$ -	1	0.00%
	STA	35.5		35.5	\$ 300.00	\$ 10,650.00		\$ -	0.00	0.00	\$ -	36	0.00%
	EA	1		1	\$ 500.00	\$ 500.00		\$ -	0.00	0.00	\$ -	1	0.00%
	LS	1		1	\$ 25,500.00	\$ 25,500.00	0.10	\$ 2,550.00	0.15	0.25	\$ 6,375.00	1	25.00%
	CDAY	40		40	\$ 225.00	\$ 9,000.00	10.00	\$ 2,250.00	0.00	10.00	\$ 2,250.00	30	25.00%
	LS	1		1	\$ 2,500.00	\$ 2,500.00		\$ -	0.00	0.00	\$ -	1	0.00%
	LS	1		1	\$ 12,500.00	\$ 12,500.00		\$ -	0.00	0.00	\$ -	1	0.00%
d Mulching, BFM	AC	0.1		0.1	\$ 12,459.00	\$ 1,245.90	0.09	\$ 1,096.39	0.00	0.09	\$ 1,096.39	0	88.00%
	LF	456		456	\$ 4.00	\$ 1,824.00		\$ -	0.00	0.00	\$ -	456	0.00%
	LF	456		456	\$ 1.00	\$ 456.00		\$ -	0.00	0.00	\$ -	456	0.00%
	EA	4		4	\$ 149.50	\$ 598.00		\$ -	0.00	0.00	\$ -	4	0.00%
	EA	4		4	\$ 79.60	\$ 318.40		\$ -	0.00	0.00	\$ -	4	0.00%
				0									
	LS	1		1	\$ 75,000.00	\$ 75,000.00		\$ -	0.50	0.50	\$ 37,500.00	1	50.00%
	LS	1		1	\$ 1,000.00	\$ 1,000.00	0.25	\$ 250.00	0.25	0.50	\$ 500.00	1	50.00%

Y PERIOD AND COMPLETED WORK

CONTRACT = \$ 687,435.30 PAY PERIOD = \$ 45,107.26

COMPLETED = \$ 200,028.12

29.10%

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ -

Record of Change Orders

No.	Date	Amount
1	October 16, 2023	\$ 1,650.00
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CHANGE ORDER TOTAL = \$ 1,650.00

**Contract Time Remaining**

Contract Period:	Completion Date
Construction Start Date:	August 1, 2023
Completion Date:	November 10, 2023

**Substantial Completion**

Contract Working Days:	N/A
Added by Change Order:	N/A
Total Working Days:	N/A
Working Days Used to Date:	N/A
Working Days Remaining:	N/A

**Full Completion**

Contract Working Days:	N/A
Added by Change Order:	N/A
Total Working Days:	N/A
Working Days Used to Date:	N/A
Working Days Remaining:	N/A





4989 NW Johnston Dr  
Johnston, IA 50131  
Phone (515) 224-6394

### City Of Ankeny

**Project Name:** Se Oralabor Rd & Convenience Blvd  
**Change Order #:** 1  
**Date:** 09.27.2023

Orig Contract Sum	\$685,785.30
Changes to Date	\$0.00
Current Change	\$1,650.00
Current Contract Value	\$687,435.30

Milling a section of the asphalt that buds up to the concrete poured for stage 3. It needs to be milled so that the asphalt does not create a lip or possibly hold water.

### Scope of Extra Work

Description	Quantity	Units	\$/Unit	Total
Milling - 63'x2' 0" - 1.5"	1.00	LS	1500.00	\$1,500.00
		LS		
		LS		
		LS		
		LS		
		LS		
		LS		
		LS		
All Star - 10% OH&P	1.00	LS		\$150.00
			<b>Total:</b>	<b>\$1,650.00</b>

This Work shall be added to the subcontract agreement.

Approved By:

Accepted By Subcontractor:

All Star Concrete, LLC  
4989 NW Johnston Drive  
Johnston, IA 50131

Name  
Street  
City, State Zip

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



Date: \_\_\_\_\_

Date: \_\_\_\_\_



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

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ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to approve Payment #1 in the amount of \$160,126.03 to Caliber Concrete, LLC, for construction services on the Uptown Parking Improvements project.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---


ACTION REQUESTED:

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ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Payment #1</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** Uptown Parking Improvements  
**Contractor:** Caliber Concrete LLC  
**Address:** 309 Audubon Street, Adair, Iowa 50002  
**Finance Budget Code:** 975.3975.4451 **Finance Project #** 975.4451  
**Vendor Project or Invoice #:** **PO #**  
**Original Contract Date:** July 3, 2023 **Vendor #** 10157

**Date of Council Meeting:** October 16, 2023 **PAYMENT REQUEST #** 1  
**PAYMENT PERIOD:** From: August 28, 2023 Through: September 30, 2023

## Contract Summary

Original Contract Amount:	\$	188,967.79	
Net change by Change Orders:	\$	2,058.00	
Contract Amount to Date: (line 1 ± 2)	\$	191,025.79	
Total completed and stored to date:	\$	168,553.72	
Retainage: 5 % of Completed Work:	\$	8,427.69	
Total Earned less Retainage:	\$	160,126.03	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 160,126.03

OTHER CHARGES (Attach an itemized list) \$ -

**CURRENT PAYMENT DUE** \$ 160,126.03

Balance to finish, including retainage: \$ 30,899.76

Contract Time Remaining (If applicable) 28.00 Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Construction Contractor Approval:** Caliber Concrete LLC  
Firm Name  
Signature  
Date 10/4/23

**Engineer / Consultant Approval:**  
Firm Name  
Signature  
Date

**City of Ankeny Staff Approval:**  
Signature Adam L. Lust  
Date 10/04/23

**Submit to:** Adam L. Lust, P.E. - Public Works Engineering Manager  
**E-mail:** [ALust@AnkenyIowa.gov](mailto:ALust@AnkenyIowa.gov) **Phone:** (515) 963-3537 **Fax:** (515) 963-3537



## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
<b>EARTHWORK</b>													
2.01	Topsoil, On-Site	CY	202.00		202.00	\$ 25.00	\$ 5,050.00	202.00	\$ 5,050.00		\$ 5,050.00	0.00	100.00%
2.02	Excavation, Class 10	CY	61.00		61.00	\$ 40.00	\$ 2,440.00	61.00	\$ 2,440.00		\$ 2,440.00	0.00	100.00%
2.03	Excavation, Class 10, Borrow	CY	44.00		44.00	\$ 60.00	\$ 2,640.00	44.00	\$ 2,640.00		\$ 2,640.00	0.00	100.00%
2.04	Subgrade Preparation, 6 in.	SY	1,327.00		1,327.00	\$ 3.25	\$ 4,312.75	1,327.00	\$ 4,312.75		\$ 4,312.75	0.00	100.00%
2.05	Subgrade Treatment, Geogrid	SY	100.00		100.00	\$ 10.00	\$ 1,000.00	0.00	\$ -		\$ -	100.00	0.00%
2.06	Compacting Testing	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00		\$ 2,500.00	0.00	100.00%
<b>WATER MAINS AND APPURTENANCES</b>													
5.01	Fire Hydrant Relocation	EA	1.00		1.00	\$ 11,550.00	\$ 11,550.00	1.00	\$ 11,550.00		\$ 11,550.00	0.00	100.00%
<b>STRUCTURES FOR SANITARY AND STORM SEWERS</b>													
6.01	Intake, SW-511, Cast-In-Place	EA	1.00		1.00	\$ 8,550.00	\$ 8,550.00	1.00	\$ 8,550.00		\$ 8,550.00	0.00	100.00%
6.02	Manhole Adjustment, Minor	EA	2.00		2.00	\$ 2,000.00	\$ 4,000.00	2.00	\$ 4,000.00		\$ 4,000.00	0.00	100.00%
6.03	Intake Adjustment, Minor	EA	1.00		1.00	\$ 1,375.00	\$ 1,375.00	0.00	\$ -		\$ -	1.00	0.00%
<b>STREETS AND RELATED WORK</b>													
7.01	Pavement, PCC, 7 in., C-SUD	SY	990.00		990.00	\$ 55.28	\$ 54,727.20	877.00	\$ 48,480.56		\$ 48,480.56	113.00	88.59%
7.02	PCC Curb and Gutter, 2.0 ft., 6in.	LF	178.00		178.00	\$ 49.19	\$ 8,755.82	205.00	\$ 10,083.95		\$ 10,083.95	(27.00)	115.17%
7.03	PCC Curb and Gutter, 2.5 ft., 6in.	LF	71.00		71.00	\$ 52.12	\$ 3,700.92	73.00	\$ 3,804.76		\$ 3,804.76	(2.00)	102.82%
7.04	PCC Pavement Samples and Testing	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00		\$ 3,500.00	0.00	100.00%
7.05	Removal of Sidewalk	SY	184.00		184.00	\$ 1.55	\$ 285.20	184.00	\$ 285.20		\$ 285.20	0.00	100.00%
7.06	Sidewalk, PCC, 5 in.	SY	375.00		375.00	\$ 61.42	\$ 23,032.50	382.00	\$ 23,462.44		\$ 23,462.44	(7.00)	101.87%
7.07	Sidewalk, PCC, 6 in.	SY	35.00		35.00	\$ 68.42	\$ 2,394.70	43.00	\$ 2,942.06		\$ 2,942.06	(8.00)	122.86%
7.08	Detachable Warnings, Galvanized Steel	SF	40.00		40.00	\$ 75.00	\$ 3,000.00	30.00	\$ 2,250.00		\$ 2,250.00	10.00	75.00%
7.09	Removal of Existing Pavement	SY	392.00		392.00	\$ 1.55	\$ 607.60	440.00	\$ 682.00		\$ 682.00	(48.00)	112.24%
7.10	Curb and Gutter Removal	LF	196.00		196.00	\$ 11.00	\$ 2,156.00	247.00	\$ 2,717.00		\$ 2,717.00	(51.00)	126.02%
<b>TRAFFIC CONTROL</b>													
8.01	Pavement Markings, Waterborne, White	STA	6.50		6.50	\$ 425.00	\$ 2,762.50	0.00	\$ -		\$ -	6.50	0.00%
8.02	Painted Symbols and Legends, Waterborne	EA	2.00		2.00	\$ 250.00	\$ 500.00	0.00	\$ -		\$ -	2.00	0.00%
8.03	Pavement Markings Removed	STA	1.20		1.20	\$ 750.00	\$ 900.00	0.00	\$ -		\$ -	1.20	0.00%
8.04	Temporary Traffic Control	LS	1.00		1.00	\$ 500.00	\$ 500.00	0.75	\$ 375.00		\$ 375.00	0.25	75.00%
8.05	Traffic Signs	EA	5.00		5.00	\$ 200.00	\$ 1,000.00	0.00	\$ -		\$ -	5.00	0.00%
8.06	U-Shaped Rail Steel Posts	LF	40.00		40.00	\$ 31.25	\$ 1,250.00	0.00	\$ -		\$ -	40.00	0.00%
8.07	Remove and Salvage Traffic Sign Assembly	EA	5.00		5.00	\$ 200.00	\$ 1,000.00	0.00	\$ -		\$ -	5.00	0.00%
<b>SITE WORK AND LANDSCAPING</b>													
9.01	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	0.15		0.15	\$ 5,000.00	\$ 750.00	0.00	\$ -		\$ -	0.15	0.00%
9.02	Hydraulic Seeding and Fertilizing, Type 1	AC	0.15		0.15	\$ 7,500.00	\$ 1,125.00	0.00	\$ -		\$ -	0.15	0.00%
9.03	Hydraulic Seeding and Fertilizing, Type 1	AC	0.30		0.30	\$ 7,500.00	\$ 2,250.00	0.00	\$ -		\$ -	0.30	0.00%
9.04	Wattle, Mulching, BFM	LF	936.00		936.00	\$ 2.00	\$ 1,872.00	0.00	\$ -		\$ -	936.00	0.00%
9.05	Wattle, Removal	LF	936.00		936.00	\$ 1.00	\$ 936.00	0.00	\$ -		\$ -	936.00	0.00%
9.06	Inlet Protection Device, Surface-Applied	EA	5.00		5.00	\$ 100.00	\$ 500.00	0.00	\$ -		\$ -	5.00	0.00%
9.07	Inlet Protection Device, Drop-In	EA	5.00		5.00	\$ 165.00	\$ 825.00	0.00	\$ -		\$ -	5.00	0.00%
9.08	Inlet Protection Device, Maintenance	EA	10.00		10.00	\$ 35.00	\$ 350.00	0.00	\$ -		\$ -	10.00	0.00%
<b>MISCELLANEOUS</b>													
11.01	Mobilization	LS	1.00		1.00	\$ 24,470.00	\$ 24,470.00	1.00	\$ 24,470.00		\$ 24,470.00	0.00	100.00%
11.02	Concrete Washout, Roll-Off Container	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00		\$ 2,000.00	0.00	100.00%
<b>CHANGE ORDER ITEMS</b>													
12.01	Remove Intake	EA	0.00	1.00	1.00	\$ 2,058.00	\$ 2,058.00	1.00	\$ 2,058.00		\$ 2,058.00	0.00	100.00%
12.02					0.00	\$ -	\$ -		\$ -		\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 191,025.79 PAY PERIOD = \$ 168,553.72

COMPLETED = \$ 168,553.72

88.24%

Date printed: 10/3/2023



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment

No.	Date	Amount
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## Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ -

## Record of Change Orders

No.	Date	Amount
1	October 16, 2023	\$ 2,058.00
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CHANGE ORDER TOTAL = \$ 2,058.00

## Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	August 28, 2023

## Substantial Completion

Contract Working Days:	45.0
Added by Change Order:	
Total Working Days:	45.0
Working Days Used to Date:	22.0
Working Days Remaining:	23.0

## Full Completion

Contract Working Days:	5.0
Added by Change Order:	
Total Working Days:	5.0
Working Days Used to Date:	
Working Days Remaining:	5.0



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

---

ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to approve Payment #7 in the amount of \$18,874.50 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

---

EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">Payment #7</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th Street and NW Weigel Drive HMA Resurfacing  
Contractor: Civil Design Advantage  
Address: 4121 NW Urbandale Drive, Urbandale, IA 50322  
Finance Budget Code: 895.3895.4210 Finance Project #: 895.4210  
Vendor Project #: \_\_\_\_\_ Purchase Order #: \_\_\_\_\_  
Original Contract Date: March 6, 2023 Vendor Account #: 2407

Date of Council Meeting: October 16, 2023 Payment Application #: 7

Payment Period: From: August 1, 2023 Through: October 1, 2023

## Contract Summary:

Original Contract Amount:	\$	218,864.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	218,864.00	
Total Completed and Stored to Date:	\$	94,945.12	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	94,945.12	
Less Previous Applications for Payment:	\$	76,070.62	
SUBTOTAL:			\$ 18,874.50
OTHER CHARGES:			\$ -
CURRENT PAYMENT DUE:			\$ 18,874.50
Balance to Finish, Including Retainage:	\$	123,918.88	

Contract Time Remaining: \_\_\_\_\_ - #

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

## Construction Contractor Approval:

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Engineer / Consultant Approval:

Civil Design Advantage

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

10/6/2023

Date \_\_\_\_\_

## City of Ankeny Staff Approval:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Submit to:

Jim Haberichter, P.E.

E-mail:

[JHaberichter@AnkenyIowa.gov](mailto:JHaberichter@AnkenyIowa.gov)

Phone Number:

(515) 963-3536

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

No.	Date	Amount
1	April 3, 2023	\$ 14,652.14
2	April 15, 2023	\$ 3,703.70
3	June 5, 2023	\$ 20,142.70
4	June 19, 2023	\$ 5,755.33
5	July 6, 2023	\$ 2,717.25
6	September 5, 2023	\$ 29,099.50
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## Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 76,070.62

## Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

## Contract Time Remaining:

Contract Period: \_\_\_\_\_  
Construction Start Date: \_\_\_\_\_

## Substantial Completion:

Contract Working Days: \_\_\_\_\_  
Added by Change Order: \_\_\_\_\_  
Total Working Days: 0.0  
Working Days Used to Date: \_\_\_\_\_  
Working Days Remaining: 0.0

## Full Completion:

Contract Working Days: \_\_\_\_\_  
Added by Change Order: \_\_\_\_\_  
Total Working Days: 0.0  
Working Days Used to Date: \_\_\_\_\_  
Working Days Remaining: 0.0



**Invoice**

Civil Design Advantage LLC  
4121 NW Urbandale Drive  
Urbandale, Iowa 50322  
(515) 369-4400

City of Ankeny  
Attn: Accounts Payable  
401 West First Street  
Ankeny, IA 50023-1557

October 9, 2023  
Project No: 2301.073  
Invoice No: 42535  
Due Date: November 8, 2023

Project 2301.073 C. of Ankeny - 36th/Weigel HMA Overlays  
Professional Services from July 31, 2023 through October 1, 2023

Task	103	Topo/ROW Survey	Total this Task	0.00
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Task	107	Existing Utility Information	Total this Task	0.00
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Task	222	Joint Application Prep	Total this Task	0.00
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Task	302	Preliminary Roadway Design (36th)
<b>Professional Personnel</b>		

	Hours	Rate	Amount	
Principal/Senior Engineer	16.00	198.00	3,168.00	
Engineer 7	4.50	161.00	724.50	
Engineer 8	14.00	172.00	2,408.00	
<b>Total Labor</b>				<b>6,300.50</b>
<b>Total this Task</b>				<b>\$6,300.50</b>

Task	303	Preliminary Roadway Design (Weigel)
<b>Professional Personnel</b>		

	Hours	Rate	Amount	
Principal/Senior Engineer	16.00	198.00	3,168.00	
<b>Total Labor</b>				<b>3,168.00</b>
<b>Total this Task</b>				<b>\$3,168.00</b>

Task	304	Preliminary Construction Drawings (HMA)
<b>Professional Personnel</b>		

	Hours	Rate	Amount	
Technician 7	1.00	124.00	124.00	
<b>Total Labor</b>				<b>124.00</b>
<b>Total this Task</b>				<b>\$124.00</b>

Task	305	Check Construction Drawings (HMA)
<b>Professional Personnel</b>		

	Hours	Rate	Amount	
Principal/Senior Engineer	7.00	198.00	1,386.00	
Engineer 2	1.00	102.00	102.00	
Engineer 7	28.00	161.00	4,508.00	

Project	2301.073	C. of Ankeny - 36th/Weigel HMA Overlays	Invoice	42535
Technician 7		26.50	124.00	3,286.00
Total Labor				9,282.00
			Total this Task	\$9,282.00
Task	306	Final Construction Drawings (HMA)		
			Total this Task	0.00
Task	404	Front Ends/Project Manual		
			Total this Task	0.00
Task	405	Estimated Construction Costs		
			Total this Task	0.00
Task	504	Bidding Services		
			Total this Task	0.00
Task	505	Bid Letting Services		
			Total this Task	0.00
Task	701	Allendar Butzke - Geotechnical Invest.		
			Total this Task	0.00
Task	998	Permits & Fees		
			Total this Task	0.00
Task	999	Reimbursable Expenses		
			Total this Task	0.00
Billing Limits		Current	Prior	To-Date
Total Billings		18,874.50	76,070.62	94,945.12
Limit				218,864.00
Remaining				123,918.88
			Total this Invoice	<u>\$18,874.50</u>

Should full compensation of invoice not be provided to Civil Design Advantage, LLC within 30 days of invoice date, said compensation shall be deemed past-due and shall accrue interest at 1.5% per month.

Project Manager Joshua Trygstad



CIVIL ENGINEERS  
SURVEYORS  
PLANNERS  
LANDSCAPE ARCHITECTS

October 6, 2023

Attn: Jim Haberichter, P.E.  
City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023

RE: Billing Information Report #7  
NW 36<sup>th</sup> Street and NW Weigel Drive HMA Resurfacing  
Ankeny, Iowa  
CDA 2301.073

Dear Jim:

Enclosed, please find a copy of Billing Information Report #7 for the NW 36<sup>th</sup> Street and NW Weigel Drive HMA Resurfacing project.

During this time, Civil Design Advantage addressed City's Preliminary Plan Comments.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Josh Trygstad, P.E.  
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Motion

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to approve Payment #5 in the amount of \$8,096.50 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:


ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">Payment #5</a>



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Otter Creek Trunk Sewer Extension - Phase 4  
Contractor: Civil Design Advantage  
Address: 4121 NW Urbandale Drive, Urbandale, IA 50322  
Finance Budget Code: 655.3655.4210 Finance Project Code: 655.4210  
Vendor Project or Invoice #: \_\_\_\_\_ PO # \_\_\_\_\_  
Original Contract Date: May 15, 2023 Vendor # 2407

Date of Council Meeting 10/16/2023 PAYMENT REQUEST # 5  
PAYMENT PERIOD: From: 09/04/23 through: 10/01/23

## Contract Summary

Original Contract Amount:	\$	<u>148,500.00</u>	
Net change by Change Orders:	\$	<u>-</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>148,500.00</u>	
Total completed and stored to date:	\$	<u>72,947.28</u>	
Retainage: _____ % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>72,947.28</u>	
Less previous applications for payment:	\$	<u>64,850.78</u>	
SUBTOTAL	\$		<u>8,096.50</u>
OTHER CHARGES (Please attach an itemized list)	\$		<u>-</u>
CURRENT PAYMENT DUE	\$		<u>8,096.50</u>

Balance to finish, including retainage: \$ 75,552.72

Contract Time Remaining (If applicable) \_\_\_\_\_ - CALENDAR DAYS

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Engineer/Consultant Approval: Civil Design Advantage

Firm Name \_\_\_\_\_

Eric Schultz  
Signature

10/05/2023  
Date

City of Ankeny Staff Approval: Donald Clark

Signature \_\_\_\_\_

10/5/23  
Date

Submit to: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date Printed: 10/5/2023

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment

#	Date	Amount
1	6/19/2023	\$ 15,410.28
2	7/17/2023	\$ 25,623.00
3	8/21/2023	\$ 8,896.50
4	9/18/2023	\$ 14,921.00
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TOTAL \$ 64,850.78

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TOTAL		\$ -

## Contract Time Remaining:

CONTRACT PERIOD:	CALENDAR DAYS
Original Contract Date:	May 15, 2023
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

**Invoice**

Civil Design Advantage LLC  
4121 NW Urbandale Drive  
Urbandale, Iowa 50322  
(515) 369-4400

City of Ankeny  
Don Clark  
220 West First Street  
Ankeny, IA 50023

October 9, 2023  
Project No: 2304.288  
Invoice No: 42534  
Due Date: November 8, 2023

Project 2304.288 C. Ankeny - Otter Creek Trunk Sewer Ph 4  
Professional Services from September 4, 2023 through October 1, 2023

Task 103 Topo/Boundary Survey

**Professional Personnel**

	Hours	Rate	Amount	
Project Manager 6	4.00	147.00	588.00	
<b>Total Labor</b>				<b>588.00</b>
		<b>Total this Task</b>		<b>\$588.00</b>

Task 206 Wetland Services (Impact 7G)

**Total this Task 0.00**

Task 231 Project Manual Preparation

**Professional Personnel**

	Hours	Rate	Amount	
Engineer 2	.50	102.00	51.00	
Engineer 7	8.00	161.00	1,288.00	
<b>Total Labor</b>				<b>1,339.00</b>
		<b>Total this Task</b>		<b>\$1,339.00</b>

Task 302 Construction Drawing Preparation

**Professional Personnel**

	Hours	Rate	Amount	
Principal/Senior Engineer	9.00	198.00	1,782.00	
Engineer 2	6.00	102.00	612.00	
Engineer 7	12.00	161.00	1,932.00	
Technician 4	11.50	93.00	1,069.50	
<b>Total Labor</b>				<b>5,395.50</b>
		<b>Total this Task</b>		<b>\$5,395.50</b>

Task 306 Prem/Temp Easement Plat

**Professional Personnel**

	Hours	Rate	Amount	
Technician 3	4.00	81.00	324.00	
Technician 4	1.00	93.00	93.00	
Project Manager 6	2.00	147.00	294.00	
<b>Total Labor</b>				<b>711.00</b>
		<b>Total this Task</b>		<b>\$711.00</b>

Task 701 Soils Investigation (ABE)

**Total this Task 0.00**

Project	2304.288	C. Ankeny - Otter Creek Trunk Sewer Ph 4	Invoice	42534
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Task 998 Permits & Fees

**Professional Personnel**

		Hours	Rate	Amount	
Engineer 2		.50	102.00	51.00	
	<b>Total Labor</b>				<b>51.00</b>
			<b>Total this Task</b>		<b>\$51.00</b>

Task 999 Reimbursable Expenses

**Unit Billing**

9/25/2023	Plots - Black & White	8.0 prints @ 1.50	12.00	
	<b>Total Units</b>		<b>12.00</b>	<b>12.00</b>
		<b>Total this Task</b>		<b>\$12.00</b>

**Billing Limits**

	Current	Prior	To-Date	
Total Billings	8,096.50	64,850.78	72,947.28	
Limit			148,500.00	
Remaining			75,552.72	
		<b>Total this Invoice</b>		<b><u>\$8,096.50</u></b>

Should full compensation of invoice not be provided to Civil Design Advantage, LLC within 30 days of invoice date, said compensation shall be deemed past-due and shall accrue interest at 1.5% per month.

Project Manager Eric Schulte

)  
)



CIVIL ENGINEERS  
SURVEYORS  
PLANNERS  
LANDSCAPE ARCHITECTS

October 05, 2023

Attn: Don Clark, P.E.  
City of Ankeny, Director of Municipal Utilities  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023

RE: Billing Information Report #5  
Otter Creek Trunk Sewer Extension – Phase 4  
Ankeny, Iowa  
CDA 2304.288

Dear Don:

Enclosed is a copy of Billing Information Report #5 for Otter Creek Trunk Sewer Extension – Phase 4.

During this time, Civil Design Advantage submitted an updated opinion of cost for CIP budgeting and received and is addressing the pre-final plan and project manual city comments. CDA submitted Permanent and Temporary Easement Plat documents for City review. CDA has also performed a Quality Control review of the Pre-final Plans for the Otter Creek Trunk Sewer Extension – Phase 4 project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Eric Schulte, P.E.  
Project Manager

Enclosures





ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of \$346,662.08 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:


ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">Payment #7</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek  
**Contractor:** Elder Corporation  
**Address:** 5088 E University Ave, Pleasant Hill, IA  
**Finance Budget Code:** 979.3979.4451 **Finance Project #** 979.4451  
**Vendor Project or Invoice #:** 990 **PO #**  
**Original Contract Date:** January 3, 2023 **Vendor #** 5340

**Date of Council Meeting:** October 16, 2023 **PAYMENT REQUEST #** 7  
**PAYMENT PERIOD:** From: September 3, 2023 Through: September 30, 2023

## Contract Summary

Original Contract Amount:	\$	9,993,000.00	
Net change by Change Orders:	\$	16,696.00	
Contract Amount to Date: (line 1 ± 2)	\$	10,009,696.00	
Total completed and stored to date:	\$	4,061,566.63	
Retainage: % of Completed Work:	\$	30,000.00	(Per Iowa DOT Specifications)
Total Earned less Retainage:	\$	4,031,566.63	
Less previous applications for payment:	\$	3,684,904.55	
SUBTOTAL	\$	346,662.08	

OTHER CHARGES (Attach an itemized list) \$ -

**CURRENT PAYMENT DUE** \$ 346,662.08

Balance to finish, including retainage: \$ 5,978,129.37

Contract Time Remaining (If applicable)	7.00	Working Days	(2023)
Contract Time Remaining (If applicable)	120.00	Working Days	(2024)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Construction Contractor Approval:** Elder Corporation  
Signature: Wendy Harter Firm Name: Elder Corporation Date: 10/6/23

**Engineer / Consultant Approval:** Snyder & Associates, Inc.  
Signature: Jordan Steamer Firm Name: Snyder & Associates, Inc. Date: 10/6/2023

**City of Ankeny Staff Approval:**  
Signature: Adam Lust Date: 10/06/23

**Submit to:** Adam Lust  
**E-mail:** [ALust@Ankenylowa.gov](mailto:ALust@Ankenylowa.gov) **Phone:** (515) 963-3537 **Fax:** (515) 963-3535



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL																																				
ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY DIVISION 1	QUANTITY CHANGE DIVISION 1 (BY CHANGE ORDER)	ORIGINAL PROPOSED QUANTITY DIVISION 2	QUANTITY CHANGE DIVISION 2 (BY CHANGE ORDER)	ORIGINAL PROPOSED QUANTITY DIVISION 3	QUANTITY CHANGE DIVISION 3 (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD DIVISION 1	TOTAL QUANTITY THIS PAY PERIOD DIVISION 2	TOTAL QUANTITY THIS PAY PERIOD DIVISION 3	TOTAL VALUE THIS PAY PERIOD DIVISION 1	TOTAL VALUE THIS PAY PERIOD DIVISION 2	TOTAL VALUE THIS PAY PERIOD DIVISION 3	TOTAL VALUE THIS PAY PERIOD DIVISION 1	TOTAL QUANTITY DIVISION 1 PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 2 PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 3 PREVIOUS PAY PERIODS	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 1 COMPLETE	TOTAL QUANTITY DIVISION 2 COMPLETE	TOTAL QUANTITY DIVISION 3 COMPLETE	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK DIVISION 1	TOTAL VALUE OF COMPLETED WORK DIVISION 2	TOTAL VALUE OF COMPLETED WORK DIVISION 3	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE				
1	CLEARING AND GRUBBING	UNIT	1335						1,335.00	\$ 59.00	\$ 78,765.00	29.10			\$ 1,716.90	\$ -	\$ -	\$ 1,716.90	1,225.60			1,225.60	1,254.70	0.00	0.00	1,254.70	\$ 74,027.30	\$ -	\$ -	\$ 74,027.30	80.30	93.99%				
2	EMBANKMENT-IN-PLACE, STOCKPILE	CY	6513		1628				8,141.00	\$ 6.75	\$ 54,951.75				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	8,141.00	0.00%				
3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	9047		2262				11,309.00	\$ 6.50	\$ 73,508.50	427.00			\$ 2,775.50	\$ -	\$ -	\$ 2,775.50	3,875.00			3,875.00	4,302.00	0.00	0.00	4,302.00	\$ 27,963.00	\$ -	\$ -	\$ 27,963.00	7,007.00	38.04%				
4	EXCAVATION, CLASS 10, WASTE	CY	8381		2095				10,476.00	\$ 9.15	\$ 95,855.40		1,046.00		\$ -	\$ 9,570.90	\$ -	\$ 9,570.90	8,381.00	1,049.00		9,430.00	8,381.00	2,095.00	0.00	10,476.00	\$ 76,686.15	\$ 19,169.25	\$ -	\$ 95,855.40	0.00	100.00%				
5	EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	CY	400						400.00	\$ 50.00	\$ 20,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	400.00	0.00%				
6	EXCAVATION, CLASS 10, CHANNEL	CY	1262						1,262.00	\$ 12.00	\$ 15,144.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1,262.00	0.00%				
7	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	4646						4,646.00	\$ 24.00	\$ 111,504.00	555.00			\$ 13,320.00	\$ -	\$ -	\$ 13,320.00	1,718.00			1,718.00	2,273.00	0.00	0.00	2,273.00	\$ 54,552.00	\$ -	\$ -	\$ 54,552.00	2,373.00	48.92%				
8	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	170						170.00	\$ 28.50	\$ 4,845.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	170.00	0.00%				
9	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	17516		4380				21,896.00	\$ 1.75	\$ 38,318.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	21,896.00	0.00%				
10	SPECIAL COMPACTION OF SUBGRADE	STA	43		10.7				53.70	\$ 1,900.00	\$ 102,030.00	1.40			\$ 2,660.00	\$ -	\$ -	\$ 2,660.00	28.20			28.20	29.60	0.00	0.00	29.60	\$ 56,240.00	\$ -	\$ -	\$ 56,240.00	24.10	55.12%				
11	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	4000	(2,000.00)					2,000.00	\$ 4.50	\$ 9,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	2,000.00	0.00%				
12	MODIFIED SUBBASE, 6 INCH DEPTH (VIRGIN AGGREGATE)	CY	685						685.00	\$ 61.00	\$ 41,785.00				\$ -	\$ -	\$ -	\$ -	258.80			258.80	258.80	0.00	0.00	258.80	\$ 15,786.80	\$ -	\$ -	\$ 15,786.80	426.20	37.78%				
13	MODIFIED SUBBASE , 8 INCH DEPTH (VIRGIN AGGREGATE)	CY	7629		975				8,604.00	\$ 61.50	\$ 529,146.00				\$ -	\$ -	\$ -	\$ -	4,558.00			4,558.00	4,558.00	0.00	0.00	4,558.00	\$ 280,316.69	\$ -	\$ -	\$ 280,316.69	4,046.01	52.98%				
14	GRANULAR SHOULDERS, TYPE A	TON	80						80.00	\$ 64.50	\$ 5,160.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	80.00	0.00%				
15	SHOULDER FINISHING, EARTH	STA	164.75						164.75	\$ 500.00	\$ 82,375.00	65.00			\$ 32,500.00	\$ -	\$ -	\$ 32,500.00				0.00	65.00	0.00	0.00	65.00	\$ 32,500.00	\$ -	\$ -	\$ 32,500.00	99.75	39.45%				
16	REMOVAL OF CURB	STA	0.5						0.50	\$ 2,200.00	\$ 1,100.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.50	0.00%				
17	RELOCATION OF MAIL BOXES	EACH	9	1.00					10.00	\$ 590.00	\$ 5,900.00				\$ -	\$ -	\$ -	\$ -	2.50			2.50	2.50	0.00	0.00	2.50	\$ 1,475.00	\$ -	\$ -	\$ 1,475.00	7.50	25.00%				
18	BRIDGE APPROACH, BR-201	SY	248						248.00	\$ 237.00	\$ 58,776.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	248.00	0.00%				
19	STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 8 IN.	SY	3493						3,493.00	\$ 96.00	\$ 335,328.00	127.20			\$ 12,211.20	\$ -	\$ -	\$ 12,211.20	1,234.40			1,234.40	1,361.60	0.00	0.00	1,361.60	\$ 130,713.60	\$ -	\$ -	\$ 130,713.60	2,131.40	38.98%				
20	STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 9 IN.	SY	29307		4390				33,697.00	\$ 84.00	\$ 2,830,548.00	107.80			\$ 9,055.20	\$ -	\$ -	\$ 9,055.20	16,844.50			16,844.50	16,952.30	0.00	0.00	16,952.30	\$ 1,423,993.20	\$ -	\$ -	\$ 1,423,993.20	16,744.70	50.31%				
21	MEDIAN, DOWELLED P.C. CONCRETE, 6 INCH	SY			27				27.00	\$ 141.00	\$ 3,807.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	27.00	0.00%				
22	MEDIAN, P.C. CONCRETE, 6 IN.	SY			596				596.00	\$ 136.00	\$ 81,056.00				\$ -	\$ -	\$ -	\$ -		246.70		246.70	0.00	246.70	0.00	246.70	\$ 33,551.20	\$ -	\$ -	\$ 33,551.20	349.30	41.39%				
23	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1						1.00	\$ 39,000.00	\$ 39,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%				
24	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS	EACH	29307		4390				33,697.00	\$ 1.00	\$ 33,697.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	33,697.00	0.00%				
25	TEMPORARY PAVEMENT, 6 INCH	SY	925						925.00	\$ 56.00	\$ 51,800.00	448.70			\$ 25,127.20	\$ -	\$ -	\$ 25,127.20				0.00	448.70	0.00	0.00	448.70	\$ 25,127.20	\$ -	\$ -	\$ 25,127.20	476.30	48.51%				
26	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	7						7.00	\$ 49.00	\$ 343.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	7.00	0.00%				
27																																				



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

78	DRIVEWAY, P.C. CONCRETE, 6 IN., STAMPED AND COLORED	SY	40					40.00	\$ 270.00	\$ 10,800.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	40.00	0.00%
79	DRIVEWAY, P.C. CONCRETE, 7 IN.	SY	560					560.00	\$ 61.00	\$ 34,160.00	560.00			\$34,160.00	\$ -	\$ -	\$34,160.00				0.00	560.00	0.00	0.00	560.00	\$ 34,160.00	\$ -	\$ -	\$ 34,160.00	0.00	100.00%
80	REMOVAL OF PAVED DRIVEWAY	SY	1446					1,446.00	\$ 8.50	\$ 12,291.00	909.00			\$ 7,726.50	\$ -	\$ -	\$ 7,726.50	792.10			792.10	1,701.10	0.00	0.00	1,701.10	\$ 14,459.35	\$ -	\$ -	\$ 14,459.35	(255.10)	117.64%
81	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	110						\$ 810.00	\$ 89,100.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	110.00	0.00%
82	FENCE, TEMPORARY, ORANGE SAFETY FENCE	LF	5556					5,556.00	\$ 5.25	\$ 29,169.00				\$ -	\$ -	\$ -	\$ -	4,083.00			4,083.00	4,083.00	0.00	0.00	4,083.00	\$ 21,435.75	\$ -	\$ -	\$ 21,435.75	1,473.00	73.49%
83	REMOVAL AND REINSTALLATION OF FENCE, 6 FT. HEIGHT WOOD PRIVACY FENCE	LF	370					370.00	\$ 49.00	\$ 18,130.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	370.00	0.00%
84	HANDHOLES AND JUNCTION BOXES, TYPE III, 36 IN X 24 IN. X 30 IN.	EACH	6					6.00	\$ 1,900.00	\$ 11,400.00	3.00			\$ 5,700.00	\$ -	\$ -	\$ 5,700.00				0.00	3.00	0.00	0.00	3.00	\$ 5,700.00	\$ -	\$ -	\$ 5,700.00	3.00	50.00%
85	HANDHOLES AND JUNCTION BOXES, TYPE IV, 48 IN. X 30 IN. X 36 IN.	EACH	4					4.00	\$ 2,000.00	\$ 8,000.00	1.00			\$ 2,000.00	\$ -	\$ -	\$ 2,000.00				0.00	1.00	0.00	0.00	1.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	3.00	25.00%
86	REMOVAL OF TYPE A SIGN	EACH	38					38.00	\$ 152.00	\$ 5,776.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	38.00	0.00%
87	POSTS, STEEL, AS PER PLAN	EACH	18					18.00	\$ 152.00	\$ 2,736.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	18.00	0.00%
88	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	LF	906					906.00	\$ 25.50	\$ 23,103.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	906.00	0.00%
89	TYPE A SIGNS, SHEET ALUMINUM	SF	336.8					336.80	\$ 51.00	\$ 17,176.80				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	336.80	0.00%
90	INSTALL TYPE A SIGN	EACH	74					74.00	\$ 202.00	\$ 14,948.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	74.00	0.00%
91	TRAFFIC SIGNALIZATION, NE 18TH STREET INTERSECTION	LS				1		1.00	\$ 229,000.00	\$ 229,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
92	TRAFFIC SIGNALIZATION, NE 5TH STREET INTERSECTION	LS				1		1.00	\$ 229,000.00	\$ 229,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
93	REMOVAL OF TRAFFIC SIGNALIZATION	LS	1					1.00	\$ 7,600.00	\$ 7,600.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
94	RAISED PAVEMENT MARKERS	EACH	336					336.00	\$ 25.50	\$ 8,568.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	336.00	0.00%
95	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	34.5					34.50	\$ 35.00	\$ 1,207.50				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	34.50	0.00%
96	PAINTED PAVEMENT MARKINGS, DURABLE	STA	206.79			51.7		258.49	\$ 71.00	\$ 18,352.79				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	258.49	0.00%
97	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	19					36.00	\$ 131.00	\$ 4,716.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	36.00	0.00%
98	PAVEMENT MARKINGS REMOVED	STA	29.6			17		29.60	\$ 56.00	\$ 1,657.60				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	29.60	0.00%
99	SYMBOLS AND LEGENDS REMOVED	EACH	5					5.00	\$ 101.00	\$ 505.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	5.00	0.00%
100	GROOVES CUT FOR PAVEMENT MARKINGS	STA	167.91			42		209.91	\$ 35.00	\$ 7,346.85				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	209.91	0.00%
101	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	17			17		34.00	\$ 111.00	\$ 3,774.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	34.00	0.00%
102	SAFETY CLOSURE	EACH	27					27.00	\$ 202.00	\$ 5,454.00				\$ -	\$ -	\$ -	\$ -	8.00			8.00	8.00	0.00	0.00	8.00	\$ 1,616.00	\$ -	\$ -	\$ 1,616.00	19.00	29.63%
103	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 7, 2023	LS	1					1.00	\$ 75,000.00	\$ 75,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
104	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 5, 2024	LS	1					1.00	\$ 75,000.00	\$ 75,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
105	TRAFFIC CONTROL	LS	1			0.02		1.02	\$ 99,000.00	\$ 100,650.00	0.24			\$23,925.33	\$ -	\$ -	\$23,925.33				0.27	0.51	0.00	0.00	0.51	\$ 50,325.33	\$ -	\$ -	\$ 50,325.33	0.51	50.00%
106	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	80					80.00	\$ 101.00	\$ 8,080.00				\$ -	\$ -	\$ -	\$ -	8.00			8.00	8.00	0.00	0.00	8.00	\$ 808.00	\$ -	\$ -	\$ 808.00	72.00	10.00%
107	MOBILIZATION	LS	1					1.00	\$ 526,167.21	\$ 526,167.21				\$ -	\$ -	\$ -	\$ -	1.00			1.00	1.00	0.00	0.00	1.00	\$526,167.21	\$ -	\$ -	\$526,167.21	0.00	100.00%
108	TRENCH COMPACTION TESTING	LS	1					1.00	\$ 6,500.00	\$ 6,500.00				\$ -	\$ -	\$ -	\$ -	0.40			0.40	0.40	0.00	0.00	0.40	\$ 2,600.00	\$ -	\$ -	\$ 2,600.00	0.60	40.00%
109	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF				390		390.00	\$ 97.00	\$ 37,830.00			125.00	\$ -	\$ -	\$12,125.00	\$12,125.00			240.00	240.00	0.00	0.00	365.00	365.00	\$ -	\$ -	\$ 35,405.00	\$ 35,405.00	25.00	93.59%
110	FITTINGS BY WEIGHT, DUCTILE IRON	LB				520		520.00	\$ 18.00	\$ 9,360.00				\$ -	\$ -	\$ -	\$ -			204	204.00	0.00	0.00	204.00	204.00	\$ -	\$ -	\$ 3,672.00	\$ 3,672.00	316.00	39.23%
111	WATER SERVICE CURB STOP AND BOX, PVC, 1.0 IN.	EACH				4		3.00	\$ 3,700.00	\$ 11,100.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	3.00	0.00%
112	TAPPING VALVE ASSEMBLY, 8 IN.	EACH				1		1.00	\$ 6,900.00	\$ 6,900.00				\$ -	\$ -	\$ -	\$ -			1.00	1.00	0.00	0.00	1.00	1.00	\$ -	\$ -	\$ 6,900.00	\$ 6,900.00	0.00	100.00%
113	FIRE HYDRANT ASSEMBLY, WM-201	EACH				1		1.00	\$ 6,600.00	\$ 6,600.00				\$ -	\$ -	\$ -	\$ -			1.00	1.00	0.00	0.00	1.00	1.00	\$ -	\$ -	\$ 6,600.00	\$ 6,600.00	0.00	100.00%
114	FIRE HYDRANT ASSEMBLY, WM-201, ALTERNATE	EACH				1		1.00	\$ 7,200.00	\$ 7,200.00				\$ -	\$ -	\$ -	\$ -			1.00	1.00	0.00	0.00	1.00	1.00	\$ -	\$ -	\$ 7,200.00	\$ 7,200.00	0.00	100.00%
115	VALVE BOX EXTENSION	EACH				6		7.00	\$ 660.00	\$ 4,620.00				\$ -	\$ -	\$ -	\$ -			1.00	1.00	0.00	0.00	1.00	1.00	\$ -	\$ -	\$ 660.00	\$ 660.00	6.00	14.29%
116	VALVE BOX REPLACEMENT	EACH				8		8.00	\$ 660.00	\$ 5,280.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	8.00	0.00%
117	BIO-RETENTION CELL INSTALLATION	EACH				4		4.00	\$ 32,000.00	\$ 128,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	4.00	0.00%
118	EXTERNAL DROP CONNECTION, SW-307, REMOVAL	EACH				1		1.00	\$ 5,900.00	\$ 5,900.00				\$ -	\$ -	\$ -	\$ -	1.00			1.00	1.00	0.00	0.00	1.00	\$ 5,900.00	\$ -	\$ -	\$ 5,900.00	0.00	100.00%
119	HYDRANT (IN LINE), GATE VALVE, 6 IN.	EACH				1		1.00	\$ 6,600.00	\$ 6,600.00			1.00	\$ -	\$ -	\$ -	\$ 6,600.00				0.00	0.00	0.00	1.00	1.00	\$ -	\$ -	\$ 6,600.00	\$ 6,600.00	0.00	100.00%
120	HYDRANT REMOVAL	EACH				2		2.00	\$ 970.00	\$ 1,940.00				\$ -	\$ -	\$ -	\$ -			2.00	2.00	0.00	0.00	2.00	2.00	\$ -	\$ -	\$ 1,940.00	\$ 1,940.00	0.00	100.00%
121	SUBDRAIN CLEANOUT, TYPE B	EACH				6		8.00	\$ 2,000.00	\$ 16,000.00				\$ -	\$ -	\$ -	\$ -	4.00			4.00	4.00	0.00	0.00	4.00	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	4.00	50.00%
122	CONDUIT, BLUE HDPE, 2 IN.	LF	6570					6,570.00	\$ 15.00	\$ 98,550.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	6,570.00	0.00%
123	REMOVAL OF ABANDONED HIGH PRESSURE GAS MAIN	LF	4400					2,000.00	\$ 1.25	\$ 2,500.00				\$ -	\$ -	\$ -	\$ -	93.20			93.20	93.20	0.00	0.00	93.20	\$ 116.50	\$ -	\$ -	\$ 116.50	1,906.80	4.66%
124	CONCRETE WASHOUT	LS				1		1.00	\$ 23,000.00	\$ 23,000.00	0.10			\$ 2,300.00	\$ -	\$ -	\$ 2,300.00				0.35	0.45	0.00	0.00	0.45	\$ 10,350.00	\$ -	\$ -	\$ 10,350.00	0.55	45.00%
125	MAINTENANCE OF SOLID WASTE COLLECTION	LS				1		1.00	\$ 21,000.00	\$ 21,000.00	0.10			\$ 2,100.00	\$ -	\$ -	\$ 2,100.00				0.35	0.45	0.00	0.00	0.45	\$ 9,450.00	\$ -	\$ -	\$ 9,450.00	0.55	45.00%
126	MONUMENT SIGN REMOVAL	LS				1		1.00	\$ 11,000.00	\$ 11,000.00				\$ -	\$ -	\$ -	\$ -	1.00			1.00	1.00	0.00	0.00	1.00	\$ 11,000.00	\$ -	\$ -	\$ 11,000.00	0.00	100.00%
127	CONCRETE RETAINING WALL FORMLINER	SF	1188					1,188.00	\$ 12.00	\$ 14,256.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1,188.00	0.00%
128	TEMP																														



## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment

No.	Date	Amount
1	April 17, 2023	\$ 193,428.65
2	May 15, 2023	\$ 347,978.24
3	June 19, 2023	\$ 597,513.62
4	July 19, 2023	\$ 453,219.51
5	August 21, 2023	\$ 770,595.15
6	September 18, 2023	\$ 1,322,169.38
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## Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 3,684,904.55

## Record of Change Orders

No.	Date	Amount
1	May 15, 2023	\$ 4,400.00
2	July 17, 2023	\$ 8,856.00
3	August 21, 2023	\$ 3,440.00
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CHANGE ORDER TOTAL = \$ 16,696.00

## Contract Time Remaining (2023)

Contract Period (2023):	Working Days
Construction Start Date (2023):	March 27, 2023
Contract Working Days (2023):	120.0
Added by Change Order (2023):	0.0
Total Working Days (2023):	120.0
Working Days Used to Date (2023):	113.0
Working Days Remaining (2023):	7.0

## Contract Time Remaining (2024)

Contract Period (2024):	Working Days
Construction Start Date (2024):	TBD
Contract Working Days (2024):	120.0
Added by Change Order (2024):	0.0
Total Working Days (2024):	120.0
Working Days Used to Date (2024):	
Working Days Remaining (2024):	120.0



October 16, 2023

Adam Lust, P.E.  
City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, Iowa 50023

RE: NE DELAWARE AVENUE RECON. – NE 5<sup>TH</sup> STREET TO FOURMILE CREEK  
PARTIAL PAYMENT APPLICATION NO. 07  
FINANCE PROJECT NO. 979.4451  
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

Partial Payment Application No. 7 includes work completed between September 3 2023, and September 30 2023. The Contractor's work through this period includes earthwork, sidewalk and trail pavement, temporary pavement, driveway pavement, seeding, and installation of the modular block retaining walls. We recommend payment of \$346,662.08 to the Contractor, Elder Corporation, for work completed through September 30, 2023. 40.5% of the total contract work has been completed and 113 of the 120 working days (94%) have been charged through the pay application.

Please contact me should you have any questions on this partial payment application. We will be in attendance at the October 16 2023, council meeting to answer any questions regarding this partial payment application.

Sincerely,

SNYDER & ASSOCIATES, INC.

Jordan M. Stoermer, P.E.  
Project Manager

cc: Mark Land, P.E., Snyder & Associates, Inc.  
Sarah Ritchie, E.I., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

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ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to approve Payment #7 in the amount of \$432,321.96 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">Payment #7</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd.  
**Contractor:** Elder Corporation  
**Address:** 5088 E University Avenue; Des Moines, IA 50327  
**Finance Budget Code:** 953.3953.4451 **Finance Project #** 953.4451  
**Vendor Project or Invoice #:** N/A **PO #** N/A  
**Original Contract Date:** December 19, 2022 **Vendor #** 5340

**Date of Council Meeting:** October 16, 2023 **PAYMENT REQUEST #** 7  
**PAYMENT PERIOD:** From: September 3, 2023 Through: September 30, 2023

## Contract Summary

Original Contract Amount:	\$	4,355,000.00	
Net change by Change Orders:	\$	(1,631.00)	
Contract Amount to Date: (line 1 ± 2)	\$	4,353,369.00	
Total completed and stored to date:	\$	4,252,888.94	
Retainage: 5 % of Completed Work:	\$	212,644.45	
Total Earned less Retainage:	\$	4,040,244.49	
Less previous applications for payment:	\$	3,607,922.53	
SUBTOTAL	\$	432,321.96	

OTHER CHARGES (Attach an Itemized list) \$ -

**CURRENT PAYMENT DUE** \$ 432,321.96

Balance to finish, including retainage: \$ 313,124.51

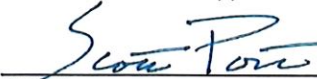
Contract Time Remaining (If applicable) 3.50 Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Construction Contractor Approval:** Elder Corporation

Wade Harris, P.E. Digitally signed by Wade Harris, P.E.  
DN: cn=Wade Harris, P.E., o=Elder Corporation, ou=Project Manager,  
Reason: I am approving this document  
Date: 2023.10.05 09:53:50 -0500 **Firm Name**  
Signature **Date** 10/5/2023

**Engineer / Consultant Approval:** McClure Engineering Company

 **Signature** **Date** Oct. 4, 2023

**City of Ankeny Staff Approval:**

 **Signature** **Date** 10/5/2023

**Submit to:** Jim Haberichter, P.E. - Civil Engineer II  
**E-mail:** [jhaberichter@Ankenylowa.gov](mailto:jhaberichter@Ankenylowa.gov) **Phone:** (515) 963-3536 **Fax:** (515) 963-3537



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	TOTAL ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY COMPLETED PAY PERIODS	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK													
2.01	CLEARING AND GRUBBING	UNIT	166.40		166.40	\$ 135.00	\$ 22,464.00	48.60	\$ 6,291.00	133.20	\$ 179.80	\$ 24,273.00	108.05%
2.02	TOPSOIL, ON-SITE, 6-INCH DEPTH	CY	2024.00		2024.00	\$ 31.50	\$ 63,756.00	506.00	\$ 15,939.00	1518.00	\$ 2,024.00	\$ 63,756.00	100.00%
2.03	EXCAVATION, CLASS 10	CY	10618.00		10618.00	\$ 4.25	\$ 45,126.50	1018.00	\$ 4,326.50	9600.00	\$ 10,618.00	\$ 45,126.50	100.00%
2.04	SUBGRADE PREPARATION, 6-INCH DEPTH	SY	22247.00		22247.00	\$ 2.25	\$ 50,055.75	0.00	\$ -	22483.00	\$ 22,483.00	\$ 50,566.75	101.06%
2.05	SUBGRADE TREATMENT, GEORGRID, TRIANGULAR	SY	4450.00	-4392.50	57.50	\$ 5.00	\$ 287.50	0.00	\$ -	57.50	\$ 57.50	\$ 287.50	100.00%
2.06	SUBBASE, MODIFIED, VIRGIN AGGREGATE, 6-INCH DEPTH	SY	21170.00		21170.00	\$ 11.50	\$ 243,455.00	0.00	\$ -	21405.00	\$ 248,157.50	\$ 248,157.50	101.11%
2.07	REMOVAL OF STRUCTURE, PARK SIGN FOUNDATION	LS	1.00		1.00	\$ 830.00	\$ 830.00	0.00	\$ -	1.00	\$ 830.00	\$ 830.00	100.00%
2.08	COMPACTION TESTING	LS	1.00		1.00	\$ 3,100.00	\$ 3,100.00	0.00	\$ -	1.00	\$ 3,100.00	\$ 3,100.00	100.00%
TRENCH EXCAVATION AND BACKFILL													
3.01	TRENCH EXCAVATION AND BACKFILL	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	1.00	\$ 4,000.00	\$ 4,000.00	100.00%
SEWERS AND DRAINS													
4.01	STORM SEWER, TRENCHED, RCP, 15-INCH DIAMETER	LF	902.00		902.00	\$ 92.00	\$ 82,984.00	0.00	\$ -	905.00	\$ 905.00	\$ 83,280.00	100.33%
4.02	STORM SEWER, TRENCHED, RCP, 18-INCH DIAMETER	LF	98.00		98.00	\$ 184.00	\$ 17,872.00	0.00	\$ -	100.00	\$ 100.00	\$ 18,400.00	104.17%
4.03	STORM SEWER, TRENCHED, RCP, 24-INCH DIAMETER	LF	190.00		190.00	\$ 163.00	\$ 30,970.00	0.00	\$ -	200.00	\$ 200.00	\$ 32,600.00	105.26%
4.04	STORM SEWER, TRENCHED, RCP, 30-INCH DIAMETER	LF	56.00		56.00	\$ 138.00	\$ 7,728.00	0.00	\$ -	56.00	\$ 56.00	\$ 7,728.00	100.00%
4.05	REMOVAL OF STORM SEWER, LESS THAN 36-INCH DIAMETER	LF	781.00		781.00	\$ 27.50	\$ 21,477.50	0.00	\$ -	811.00	\$ 811.00	\$ 22,302.50	103.84%
4.06	SUBDRAIN, CORRUGATED PVC, TYPE 1, 8-INCH DIAMETER	LF	6103.00		6103.00	\$ 35.00	\$ 213,605.00	0.00	\$ -	6103.00	\$ 6,103.00	\$ 213,605.00	100.00%
4.07	SUBDRAIN CLEANOUT, TYPE B, 24-INCH DIAMETER	EA	8.00		8.00	\$ 2,800.00	\$ 22,400.00	0.00	\$ -	10.00	\$ 10.00	\$ 28,000.00	125.00%
4.08	SUBDRAIN OUTLETS AND CONNECTIONS, OUTLET INTO STRUCTURE, CMP, 8-INCH DIA.	EA	52.00		52.00	\$ 630.00	\$ 32,760.00	0.00	\$ -	54.00	\$ 54.00	\$ 34,020.00	103.85%
4.09	REMOVAL OF SUBDRAIN	LF	269.00		269.00	\$ 18.00	\$ 4,842.00	0.00	\$ -	180.00	\$ 180.00	\$ 3,240.00	66.91%
WATER MAINS AND APPURTENANCES													
5.01	WATER MAIN, TRENCHED, PVC C900, 8-INCH DIAMETER	LF	36.00		36.00	\$ 127.00	\$ 4,572.00	0.00	\$ -	38.00	\$ 38.00	\$ 4,826.00	105.56%
5.02	WATER MAIN, TRENCHED, PVC C900, 12-INCH DIAMETER	LF	238.00		238.00	\$ 172.00	\$ 40,936.00	0.00	\$ -	239.00	\$ 239.00	\$ 41,108.00	100.42%
5.03	FITTING, 11.25 DEGREE BEND, 8-INCH DIAMETER	EA	1.00		1.00	\$ 870.00	\$ 870.00	0.00	\$ -	1.00	\$ 1.00	\$ 870.00	100.00%
5.04	FITTING, 11.25 DEGREE BEND, 12-INCH DIAMETER	EA	1.00		1.00	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ 0.00	\$ -	0.00%
5.05	FITTING, 45 DEGREE BEND, 12-INCH DIAMETER	EA	2.00		2.00	\$ 2,000.00	\$ 4,000.00	0.00	\$ -	6.00	\$ 6.00	\$ 12,000.00	300.00%
5.06	FITTING, TEE, 8-INCH X 12-INCH DIAMETER	EA	1.00		1.00	\$ 1,300.00	\$ 1,300.00	0.00	\$ -	2.00	\$ 2.00	\$ 2,600.00	200.00%
5.07	WATER MAIN REMOVAL, LESS THAN OR EQUAL TO 12-INCH DIAMETER	LF	275.00		275.00	\$ 23.00	\$ 6,325.00	33.00	\$ 759.00	244.00	\$ 277.00	\$ 6,371.00	100.73%
5.08	VALVE, GATE, 6-INCH DIAMETER, AUXILIARY	EA	1.00		1.00	\$ 1,800.00	\$ 1,800.00	0.00	\$ -	1.00	\$ 1.00	\$ 1,800.00	100.00%
5.09	VALVE, GATE, 8-INCH DIAMETER	EA	2.00		2.00	\$ 2,400.00	\$ 4,800.00	0.00	\$ -	2.00	\$ 2.00	\$ 4,800.00	100.00%
5.10	VALVE, GATE, 12-INCH DIAMETER	EA	2.00		2.00	\$ 4,000.00	\$ 8,000.00	0.00	\$ -	2.00	\$ 2.00	\$ 8,000.00	100.00%
5.11	VALVE REMOVAL	EA	1.00		1.00	\$ 660.00	\$ 660.00	0.00	\$ -	1.00	\$ 1.00	\$ 660.00	100.00%
5.12	REMOVE, SALVAGE, AND REINSTALL FIRE HYDRANT	EA	1.00		1.00	\$ 9,700.00	\$ 9,700.00	0.00	\$ -	1.00	\$ 1.00	\$ 9,700.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	MANHOLE, SW-401, 48-INCH DIAMETER	EA	3.00		3.00	\$ 5,300.00	\$ 15,900.00	0.00	\$ -	3.00	\$ 3.00	\$ 15,900.00	100.00%
6.02	MANHOLE, SW-401, 60-INCH DIAMETER	EA	3.00		3.00	\$ 7,400.00	\$ 22,200.00	0.00	\$ -	3.00	\$ 3.00	\$ 22,200.00	100.00%
6.03	MANHOLE, SW-402, 4-FT X 5-FT, MODIFIED, CAST-IN-PLACE	EA	1.00		1.00	\$ 14,000.00	\$ 14,000.00	0.00	\$ -	1.00	\$ 1.00	\$ 14,000.00	100.00%
6.04	INTAKE, SW-501	EA	2.00		2.00	\$ 3,400.00	\$ 6,800.00	0.00	\$ -	2.00	\$ 2.00	\$ 6,800.00	100.00%
6.05	INTAKE, SW-504, MODIFIED, CAST-IN-PLACE	EA	1.00		1.00	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	1.00	\$ 1.00	\$ 10,000.00	100.00%
6.06	INTAKE, SW-505	EA	24.00		24.00	\$ 5,700.00	\$ 136,800.00	0.00	\$ -	24.00	\$ 24.00	\$ 136,800.00	100.00%
6.07	INTAKE, SW-506	EA	3.00		3.00	\$ 9,000.00	\$ 27,000.00	0.00	\$ -	3.00	\$ 3.00	\$ 27,000.00	100.00%
6.08	MANHOLE ADJUSTMENT, SANITARY, MINOR, SELF-LEVEL, CASTING	EA	1.00		1.00	\$ 3,200.00	\$ 3,200.00	0.00	\$ -	1.00	\$ 1.00	\$ 3,200.00	100.00%
6.09	MANHOLE ADJUSTMENT, SANITARY, MAJOR, SELF-LEVEL, CASTING	EA	2.00		2.00	\$ 4,800.00	\$ 9,600.00	0.00	\$ -	2.00	\$ 2.00	\$ 9,600.00	100.00%
6.10	MANHOLE ADJUSTMENT, SANITARY, MAJOR, TYPE C CASTING	EA	1.00		1.00	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 1.00	\$ 3,000.00	100.00%
6.11	REMOVE MANHOLE	EA	1.00		1.00	\$ 1,400.00	\$ 1,400.00	0.00	\$ -	1.00	\$ 1.00	\$ 1,400.00	100.00%
6.12	REMOVE INTAKE	EA	22.00		22.00	\$ 1,100.00	\$ 24,200.00	0.00	\$ -	23.00	\$ 23.00	\$ 25,300.00	104.55%
STREETS AND RELATED WORK													
7.01	PAVEMENT, PCC, CLASS C-SUD, 7-INCH DEPTH	SY	933.00		933.00	\$ 85.00	\$ 79,305.00	0.00	\$ -	933.00	\$ 933.00	\$ 79,305.00	100.00%
7.02	PAVEMENT, PCC, CLASS C-SUD, 8-INCH DEPTH	SY	3647.00		3647.00	\$ 90.00	\$ 328,230.00	0.00	\$ -	3862.00	\$ 3,862.00	\$ 347,580.00	105.90%
7.03	PAVEMENT, PCC, CLASS C-SUD, 9-INCH DEPTH	SY	14875.00		14875.00	\$ 95.00	\$ 1,403,125.00	189.00	\$ 18,135.55	14530.71	\$ 1,472,930.71	\$ 1,399,331.00	100.35%
7.04	PAVEMENT, PCC, CLASS C-SUD, 9-INCH DEPTH, FULLY-REINFORCED	SY	143.00		143.00	\$ 150.00	\$ 21,450.00	0.00	\$ -	91.20	\$ 91.20	\$ 13,680.00	61.87%
7.05	CURB AND GUTTER, 2.5 FOOT WIDTH, 8-INCH THICKNESS	LF	9.00		9.00	\$ 53.00	\$ 477.00	0.00	\$ -	9.00	\$ 9.00	\$ 477.00	100.00%
7.06	CONCRETE MEDIAN, 6-INCH DEPTH	SY	197.00		197.00	\$ 83.00	\$ 16,351.00	18.00	\$ 1,494.00	179.00	\$ 16,351.00	\$ 16,351.00	100.00%
7.07	CONCRETE MEDIAN, DOWELED, 6-INCH DEPTH	SY	63.00		63.00	\$ 86.00	\$ 5,418.00	0.00	\$ -	63.00	\$ 63.00	\$ 5,418.00	100.00%
7.08	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	\$ 18,000.00	\$ 18,000.00	0.10	\$ 1,800.00	0.90	\$ 1.00	\$ 18,000.00	100.00%
7.09	REMOVAL OF SIDEWALK	SY	2557.00		2557.00	\$ 6.25	\$ 15,981.25	-161.00	\$ (1,006.25)	2474.00	\$ 2,313.00	\$ 14,456.25	90.46%
7.10	REMOVAL OF DRIVEWAY	SY	349.00		349.00	\$ 9.00	\$ 3,141.00	100.00	\$ 900.00	252.00	\$ 352.00	\$ 3,168.00	100.86%
7.11	SIDEWALK, PCC, 4-INCH THICK	SY	869.00		869.00	\$ 59.00	\$ 51,271.00	553.60	\$ 32,662.40	174.40	\$ 728.00	\$ 42,952.00	141.00
7.12	SIDEWALK, PCC, 5-INCH THICK	SY	1224.00		1224.00	\$ 63.00	\$ 77,112.00	692.20	\$ 41,718.60	666.80	\$ 1,329.00	\$ 83,727.00	108.59%
7.13	SIDEWALK, PCC, 6-INCH THICK	SY	361.00		361.00	\$ 65.00	\$ 23,465.00	15.80	\$ 361.00	361.00	\$ 23,465.00	\$ 23,465.00	100.00%
7.14	DETECTABLE WARNING, GALVANIZED STEEL	SF	434.00		434.00	\$ 53.00	\$ 23,002.00	388.40	\$ 20,585.20	45.60	\$ 434.00	\$ 23,002.00	100.00%
7.15	DRIVEWAY, PAVED, PCC, TYPE A, 6-INCH DEPTH	SY	45.00		45.00	\$ 76.00	\$ 3,420.00	51.00	\$ 3,876.00	0.00	\$ 51.00	\$ 3,876.00	113.33%
7.16	DRIVEWAY, PAVED, PCC, TYPE A, 7-INCH DEPTH	SY	244.00		244.00	\$ 76.00	\$ 18,544.00	0.00	\$ -	244.00	\$ 244.00	\$ 18,544.00	100.00%
7.17	SUBBASE OVER-EXCAVATION	TON	1055.00	-650.00	405.00	\$ 50.00	\$ 20,250.00	0.00	\$ -	20.99	\$ 20.99	\$ 1,049.50	384.01
7.18	PAVEMENT REMOVAL	SY	15637.00		15637.00	\$ 9.00	\$ 140,733.00	-203.00	\$ (1,827.00)	16040.00	\$ 15,840.00	\$ 142,560.00	101.30%
7.19	TEMPORARY GRANULAR ACCESS ROAD	TON	184.00		184.00	\$ 64.00	\$ 11,776.00	0.00	\$ -	195.39	\$ 195.39	\$ 12,504.96	106.19%
TRAFFIC CONTROL													



## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.01	TRAFFIC SIGNAL, NW 18TH STREET AND NW ASH DRIVE	LS	1.00	1.00	\$ 223,000.00	\$ 223,000.00	\$ 189,550.00	0.15	1.00	\$ 223,000.00	0.00	100.00%
8.02	TRAFFIC SIGNAL, NW 18TH STREET AND NW BRIARGATE DRIVE	LS	1.00	1.00	\$ 218,000.00	\$ 218,000.00	\$ 185,300.00	0.15	1.00	\$ 218,000.00	0.00	100.00%
8.03	TRAFFIC SIGNAL REMOVAL	LS	1.00	1.00	\$ 15,000.00	\$ 15,000.00	0.00	1.00	1.00	\$ 15,000.00	0.00	100.00%
8.04	TRAFFIC SIGNAL MODIFICATIONS, NW 18TH STREET AND N ANKENY BOULEVARD	LS	1.00	1.00	\$ 6,200.00	\$ 6,200.00	0.00	1.00	1.00	\$ 6,200.00	0.00	100.00%
8.05	PAINTED PAVEMENT MARKINGS DURABLE	STA	176.54	176.54	\$ 101.00	\$ 17,830.54	0.00	73.87	73.87	\$ 7,460.87	102.67	41.84%
8.06	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	42.00	42.00	\$ 160.00	\$ 6,720.00	0.00	12.00	12.00	\$ 1,920.00	30.00	28.57%
8.07	RAISED PAVEMENT MARKERS	EA	102.00	102.00	\$ 26.50	\$ 2,703.00	48.00	0.00	48.00	\$ 1,272.00	54.00	47.06%
8.08	PAVEMENT MARKINGS REMOVED	STA	37.37	37.37	\$ 101.00	\$ 3,774.37	0.00	33.19	33.19	\$ 3,352.19	4.18	88.81%
8.09	SYMBOLS AND LEGENDS REMOVED	EA	4.00	4.00	\$ 160.00	\$ 640.00	0.00	4.00	4.00	\$ 640.00	0.00	100.00%
8.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA	138.20	138.20	\$ 69.00	\$ 9,535.80	0.00	73.87	73.87	\$ 5,097.03	64.33	53.45%
8.11	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	42.00	42.00	\$ 128.00	\$ 5,376.00	0.00	12.00	12.00	\$ 1,536.00	30.00	28.57%
8.12	TEMPORARY TRAFFIC CONTROL	LS	1.00	1.00	\$ 42,000.00	\$ 42,000.00	0.25	0.75	1.00	\$ 42,000.00	0.00	100.00%
8.13	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	70.00	70.00	\$ 107.00	\$ 7,490.00	30.00	40.00	70.00	\$ 7,490.00	0.00	100.00%
8.14	RELOCATE EXISTING FIBER CABLE	LF	1755.00	1755.00	\$ 6.50	\$ 11,407.50	455.00	0.00	455.00	\$ 2,957.50	1,300.00	25.93%
8.15	RELOCATE EXISTING TRACER AND PULL TAPE	LF	1305.00	1305.00	\$ 1.00	\$ 1,305.00	465.00	0.00	465.00	\$ 465.00	840.00	35.63%
8.16	TRACER WIRE AND PULL ROPE	LF	510.00	510.00	\$ 1.25	\$ 637.50	30.00	0.00	30.00	\$ 37.50	480.00	5.88%
8.17	CONDUIT, FIBER OPTIC, BLUE HOPE, 2 INCH DIAMETER	LF	1765.00	1765.00	\$ 13.25	\$ 23,386.25	465.00	0.00	465.00	\$ 6,161.25	1,300.00	26.35%
8.18	FIBER OPTIC SPLICE	EA	108.00	108.00	\$ 66.00	\$ 7,128.00	24.00	0.00	24.00	\$ 1,584.00	84.00	22.22%
8.19	TYPE III HANDHOLE, 36" X 24" X 30"	EA	5.00	5.00	\$ 1,800.00	\$ 9,000.00	0.00	1.00	1.00	\$ 1,800.00	4.00	20.00%
8.20	TYPE IV HANDHOLE, 48" X 30" X 36"	EA	2.00	2.00	\$ 2,800.00	\$ 5,600.00	1.00	0.00	1.00	\$ 2,800.00	1.00	50.00%
8.21	SPLICE CASE	EA	1.00	1.00	\$ 1,600.00	\$ 1,600.00	0.00	0.00	0.00	\$ -	1.00	0.00%
8.22	INSTALL OCH PANEL, OCH-CP-12-49-P03RH, CITY-FURNISHED	EA	2.00	2.00	\$ 360.00	\$ 720.00	2.00	0.00	2.00	\$ 720.00	0.00	100.00%
8.23	REMOVE EXISTING HANDHOLES	EA	5.00	5.00	\$ 850.00	\$ 4,250.00	5.00	0.00	5.00	\$ 4,250.00	0.00	100.00%
8.24	TRAFFIC SIGNS BY AREA	EA	117.80	117.80	\$ 43.00	\$ 5,085.40	47.00	0.00	47.00	\$ 2,021.00	70.80	39.80%
8.25	WOOD POSTS	LF	122.00	122.00	\$ 21.50	\$ 2,623.00	0.00	0.00	0.00	\$ -	122.00	0.00%
8.27	ROUND STEEL POSTS	LF	68.00	68.00	\$ 32.00	\$ 2,176.00	68.00	0.00	68.00	\$ 2,176.00	0.00	100.00%
8.28	ROUND STEEL POST ANCHORS	EA	7.00	7.00	\$ 160.00	\$ 1,120.00	7.00	0.00	7.00	\$ 1,120.00	0.00	100.00%
8.29	REMOVE AND REINSTALL TRAFFIC SIGNS	EA	2.00	2.00	\$ 270.00	\$ 540.00	0.00	0.00	0.00	\$ -	2.00	0.00%
8.30	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA	33.00	33.00	\$ 270.00	\$ 8,910.00	33.00	0.00	33.00	\$ 8,910.00	0.00	100.00%
SITE WORK AND LANDSCAPING												
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 4	AC	3.10	3.10	\$ 480.00	\$ 1,488.00	0.00	0.00	0.00	\$ -	3.10	0.00%
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	3.10	3.10	\$ 2,300.00	\$ 7,130.00	0.00	0.00	0.00	\$ -	3.10	0.00%
9.03	FILTER SOCK, 9-INCH	LF	8400.00	8400.00	\$ 2.00	\$ 16,800.00	0.00	4404.00	4,404.00	\$ 8,808.00	3,996.00	52.43%
9.04	FILTER SOCK, REMOVAL	LF	8400.00	8400.00	\$ 0.25	\$ 2,100.00	0.00	0.00	0.00	\$ -	8,400.00	0.00%
9.05	EROSION CONTROL MULCHING, HYDROMULCHING, BFM	AC	6.20	6.20	\$ 3,200.00	\$ 19,840.00	0.00	0.00	0.00	\$ -	6.20	0.00%
9.06	INLET PROTECTION DEVICE, SURFACE APPLIED	EA	37.00	37.00	\$ 128.00	\$ 4,736.00	0.00	0.00	0.00	\$ -	37.00	0.00%
9.07	INLET PROTECTION DEVICE, DROP-IN	EA	68.00	68.00	\$ 78.00	\$ 5,296.00	26.00	42.00	68.00	\$ 5,296.00	0.00	100.00%
9.08	INLET PROTECTION DEVICE, MAINTENANCE	EA	136.00	136.00	\$ 16.00	\$ 2,176.00	0.00	0.00	0.00	\$ -	136.00	0.00%
9.09	REMOVAL OF FENCE	LF	88.00	88.00	\$ 45.00	\$ 3,960.00	0.00	88.00	88.00	\$ 3,960.00	0.00	100.00%
MISCELLANEOUS												
11.01	MOBILIZATION	LS	1.00	1.00	\$ 89,430.64	\$ 89,430.64	0.00	1.00	1.00	\$ 89,430.64	0.00	100.00%
11.02	MAINTENANCE OF POSTAL SERVICE	LS	1.00	1.00	\$ 530.00	\$ 530.00	0.25	0.75	1.00	\$ 530.00	0.00	100.00%
11.03	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00	1.00	\$ 1,600.00	\$ 1,600.00	0.25	0.75	1.00	\$ 1,600.00	0.00	100.00%
11.04	TEMPORARY PEDESTRIAN RAMP	EA	2.00	2.00	\$ 2,000.00	\$ 4,000.00	0.00	2.00	2.00	\$ 4,000.00	0.00	100.00%
11.05	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1.00	1.00	\$ 12,000.00	\$ 12,000.00	0.25	0.75	1.00	\$ 12,000.00	0.00	100.00%
11.06	PARK SIGN CONCRETE FOUNDATION	LS	1.00	1.00	\$ 3,200.00	\$ 3,200.00	1.00	0.00	1.00	\$ 3,200.00	0.00	100.00%
11.07	REMOVE, SALVAGE, AND RELOCATE MAILBOX	EA	1.00	1.00	\$ 480.00	\$ 480.00	0.50	0.50	1.00	\$ 480.00	0.00	100.00%
CHANGE ORDER ITEMS												
12.01	TEMPORARY WAYFINDING SIGN (COACHLIGHT CLINIC)	EA	0.00	1.00	\$ 550.00	\$ 550.00	0.00	1.00	1.00	\$ 550.00	0.00	100.00%
12.02	ADDITIONAL TEMPORARY SIGNAGE	LS	0.00	1.00	\$ 2,805.00	\$ 2,805.00	0.00	1.00	1.00	\$ 2,805.00	0.00	100.00%
12.03	24" RCP STORM SEWER, POT-HOLING, & DELIVERY	LF	0.00	73.00	\$ 231.08	\$ 16,869.00	0.00	73.00	73.00	\$ 16,869.00	0.00	100.00%
12.04	INTAKE, SW-406, 4.5' X 4.5', CAST-IN-PLACE	EA	0.00	1.00	\$ 13,400.00	\$ 13,400.00	0.00	1.00	1.00	\$ 13,400.00	0.00	100.00%
12.05	PRIVATE CONDUIT LOWERING	LS	0.00	1.00	\$ 787.50	\$ 787.50	0.00	1.00	1.00	\$ 787.50	0.00	100.00%
12.06	SUBDRAIN CLEANOUT, TYPE A-1	EA	0.00	1.00	\$ 2,000.00	\$ 2,000.00	0.00	1.00	1.00	\$ 2,000.00	0.00	100.00%
12.07	ADDITIONAL SUBDRAIN INSTALLATION	LS	0.00	1.00	\$ 16,420.00	\$ 16,420.00	0.00	1.00	1.00	\$ 16,420.00	0.00	100.00%
STORED MATERIALS												
			0.00	0.00	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%
			0.00	0.00	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%
			0.00	0.00	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%
			0.00	0.00	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT # \$ 4,353,369.00 PAY PERIOD = \$ 455,075.75

COMPLETED = \$ 4,252,888.94

97.69%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

No.	Date	Amount
1	April 17, 2023	\$ 75,546.81
2	May 15, 2023	\$ 294,819.59
3	June 19, 2023	\$ 278,014.09
4	July 17, 2023	\$ 738,396.76
5	August 21, 2023	\$ 1,252,887.43
6	September 18, 2023	\$ 968,257.85
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Previous Applications for Payment

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Previous Applications for Payment

PREVIOUS PAY APP TOTAL = \$ 3,607,922.53

Full Completion	Contract Working Days:	10.0
	Added by Change Order:	0.0
	Total Working Days:	10.0
	Working Days Used to Date:	1.5
	Working Days Remaining:	8.5

Substantial Completion	Contract Working Days:	130.0
	Added by Change Order:	1.0
	Total Working Days:	131.0
	Working Days Used to Date:	136.0
	Working Days Remaining:	(5.0)

Contract Time Remaining	Contract Period:	Working Days
	Construction Start Date:	March 27, 2023

CHANGE ORDER TOTAL = \$ (1,631.00)

No.	Date	Amount
1	May 15, 2023	\$ 550.00
2	June 19, 2023	\$ 2,805.00
3	August 21, 2023	\$ (3,943.50)
4	September 18, 2023	\$ (1,042.50)
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Record of Change Orders





ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Motion

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to approve Payment #5 in the amount of \$146,493.61 to Granite Excavating for construction services on the S. Ankeny Blvd Transmission Blvd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:


ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">Payment #5</a>



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** S. Ankeny Blvd Transmission Main  
**Contractor:** Granite Excavating  
**Address:** PO Box 230, 111 S Second St, Polk City, IA 50226  
**Finance Budget Code:** 633.3633.4450 **Finance Project #** 633.4450  
**Vendor Project or Invoice #:** ANKMU 165980 **PO #**  
**Original Contract Date:** February 6, 2023 **Vendor #** 011835

**Date of Council Meeting:** October 16, 2023 **PAYMENT REQUEST #** 5  
**PAYMENT PERIOD:** From: August 31, 2023 Through: September 28, 2023

## Contract Summary

Original Contract Amount:	\$	2,649,525.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	2,649,525.00	
Total completed and stored to date:	\$	2,029,737.70	
Retainage: 5 % of Completed Work:	\$	101,486.89	
Total Earned less Retainage:	\$	1,928,250.81	
Less previous applications for payment:	\$	1,781,757.20	
SUBTOTAL	\$		146,493.61

OTHER CHARGES (Attach an itemized list) \$ -

**CURRENT PAYMENT DUE** \$ 146,493.61

Balance to finish, including retainage: \$ 721,274.19

Contract Time Remaining (If applicable) 53 Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Construction Contractor Approval:** Granite Excavating

Signature: [Signature] Firm Name: \_\_\_\_\_ Date: 9/28/23

**Engineer / Consultant Approval:** Short Elliott Hendrickson Inc.

Signature: [Signature] Firm Name: \_\_\_\_\_ Date: September 29, 2023

**City of Ankeny Staff Approval:**

Signature: [Signature] Date: 9/29/23

**Submit to:** Donald Clark, P.E. - Director of Municipal Utilities  
**E-mail:** [dclark@Ankenylowa.gov](mailto:dclark@Ankenylowa.gov) **Phone:** (515) 963-8529 **Fax:** (515) 963-3535

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment

No.	Date	Amount
1	June 19, 2023	\$ 521,305.50
2	July 3, 2023	\$ 939,424.71
3	August 21, 2023	\$ 65,722.14
4	September 18, 2023	\$ 255,304.85
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## Previous Applications for Payment

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TOTAL \$ 1,781,757.20

## Record of Change Orders

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TOTAL \$ -

## Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 6, 2023
Original Contract Time:	164
Added by Change Order:	-
Contract Time to Date:	164
Time Used to Date:	111
Contract Time Remaining:	53



## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Removal of Known Pipe Culvert, CMP, 18"	LF	30		30.00	\$ 32.00	\$ 960.00	30.00	\$ 960.00	-	100.00%
2	Removal and Reinstall of Culvert, RCP, 24"	LF	10		10.00	\$ 78.00	\$ 780.00		\$ -	10.00	0.00%
3	Removal and Reinstall of Culvert, RCP, 42"	LF	20		20.00	\$ 80.00	\$ 1,600.00	24.00	\$ 1,920.00	(4.00)	120.00%
4	Trench Foundation	TON	900		900.00	\$ 43.00	\$ 38,700.00		\$ -	900.00	0.00%
5	Water Main, Trenched, PVC, 12"	LF	30		30.00	\$ 122.00	\$ 3,660.00		\$ -	30.00	0.00%
6	Water Main, Trenched, PVC, 24"	LF	4,475		4,475.00	\$ 348.00	\$ 1,557,300.00	2,794.00	\$ 972,312.00	1,681.00	62.44%
7	Water Main, Trenched, DI, 24"	LF	70		70.00	\$ 322.00	\$ 22,540.00	70.00	\$ 22,540.00	-	100.00%
8	Water Main, Trenchless, PVC, 24"	LF	522		522.00	\$ 609.00	\$ 317,898.00	582.00	\$ 354,438.00	(60.00)	111.49%
9	Water Main with Existing Casing Pipe, Trenchless, PVC, 24"	LF	273		273.00	\$ 587.00	\$ 160,251.00	273.00	\$ 160,251.00	-	100.00%
10	Water Main with Casing Pipe, Trenchless, PVC, 24"	LF	80		80.00	\$ 1,445.00	\$ 115,600.00	60.00	\$ 86,700.00	20.00	75.00%
11	Valve, Gate, 24"	EA	1		1.00	\$ 39,850.00	\$ 39,850.00	1.00	\$ 39,850.00	-	100.00%
12	Tapping Valve Assembly, 24" x 24"	EA	1		1.00	\$ 63,890.00	\$ 63,890.00		\$ -	1.00	0.00%
13	Tapping Valve Assembly, 12" x 12"	EA	1		1.00	\$ 10,260.00	\$ 10,260.00		\$ -	1.00	0.00%
14	Fire Hydrant Assembly	EA	6		6.00	\$ 11,500.00	\$ 69,000.00	4.00	\$ 46,000.00	2.00	66.67%
15	Fire Hydrant Assembly at STA. 304+78.00	EA	1		1.00	\$ 10,980.00	\$ 10,980.00		\$ -	1.00	0.00%
16	Removal of Recreational Trail	SY	1,380		1,380.00	\$ 20.00	\$ 27,600.00	1,306.70	\$ 26,134.00	73.30	94.69%
17	Recreational Trail, PCC	SY	1,350		1,350.00	\$ 65.00	\$ 87,750.00		\$ -	1,350.00	0.00%
18	Recreational Trail, HMA	SY	30		30.00	\$ 65.00	\$ 1,950.00		\$ -	30.00	0.00%
19	Granular Surfacing, Class A Roadstone	TON	325		325.00	\$ 35.00	\$ 11,375.00		\$ -	325.00	0.00%
20	Temporary Traffic Control	LS	1		1.00	\$ 20,370.00	\$ 20,370.00	0.66	\$ 13,444.20	0.34	66.00%
21	Conventional Seeding and Fertilizing, Type 6	AC	5.3		5.30	\$ 2,885.00	\$ 15,290.50		\$ -	5.30	0.00%
22	Conventional Seeding, Type 4	AC	5.3		5.30	\$ 1,575.00	\$ 8,347.50		\$ -	5.30	0.00%
23	Wattle, 9"	LF	1,000		1,000.00	\$ 2.00	\$ 2,000.00	634.00	\$ 1,268.00	366.00	63.40%
24	Wattle, Removal	LF	1,000		1,000.00	\$ 0.30	\$ 300.00		\$ -	1,000.00	0.00%
25	Site Fence	LF	2,600		2,600.00	\$ 2.00	\$ 5,200.00	1,790.00	\$ 3,580.00	810.00	68.85%
26	Site Fence, Removal	LF	2,600		2,600.00	\$ 0.30	\$ 780.00		\$ -	2,600.00	0.00%
27	Erosion Control Mulching, Hydromulching	AC	10.5		10.50	\$ 2,885.00	\$ 30,292.50		\$ -	10.50	0.00%
28	Mobilization	LS	1.0		1.00	\$ 25,000.50	\$ 25,000.50	1.00	\$ 25,000.50	-	100.00%
29					-	\$ -	\$ -		\$ -	-	0.00%
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74					-	\$ -	\$ -		\$ -	-	0.00%
75					-	\$ -	\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 2,649,525.00

\$ 1,754,397.70

66.22%

**MATERIAL STORED ONSITE PRICE DETAIL**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY ONSITE	UNIT PRICE	EXTENDED PRICE
1	Water Main, PVC, 24", Stab Joint	LF	740	\$ 167.00	\$ 123,580.00
2	Water Main, PVC, 24", Restrained Joint	LF	560	\$ 271.00	\$ 151,760.00
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45					\$ -
46					\$ -
47					\$ -

**MATERIAL STORED ONSITE TO DATE**

**\$ 275,340.00**



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Motion

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to approve Payment #13 in the amount of \$4,620.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:



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ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Payment #13</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** NW Irvinedale Elevated Storage Tank  
**Contractor:** HDR Engineering, Inc.  
**Address:** 300 E. Locust Street, Suite 210, Des Moines, IA, 50309-1823  
**Finance Budget Code:** 611.3611.4210 **Finance Project #** 611.4210  
**Vendor Project or Invoice #:** 10345779 **PO #**  
**Original Contract Date:** June 6, 2022 **Vendor #** 3452

**Date of Council Meeting:** October 16, 2023 **PAYMENT REQUEST #** 13  
**PAYMENT PERIOD:** From: August 27, 2023 Through: September 30, 2023

## Contract Summary

Original Contract Amount:	\$	462,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	462,000.00	
Total completed and stored to date:	\$	457,380.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	457,380.00	
Less previous applications for payment:	\$	452,760.00	
SUBTOTAL	\$		4,620.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,620.00

Balance to finish, including retainage: \$ 4,620.00

Contract Time Remaining (If applicable) - Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

## Construction Contractor Approval:

Firm Name

Signature

Date

## Engineer / Consultant Approval:

HDR Engineering, Inc.

Digitally signed by R51m Name  
Location: Ames, Iowa  
Contact Info: 515.280.4973  
Date: 2023.10.06 13:21:48 -0500

Signature

Date

## City of Ankeny Staff Approval:

Signature

Date

Submit to:

Don Clark, P.E.

E-mail:

[DClark@Ankenylowa.gov](mailto:DClark@Ankenylowa.gov)

Phone:

(515)963-3529

Fax:

Date Printed: 10/3/2023

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment

No.	Date	Amount
1	July 6, 2022	\$ 23,100.00
2	August 4, 2022	\$ 23,100.00
3	September 1, 2022	\$ 55,440.00
4	September 28, 2022	\$ 73,920.00
5	October 25, 2022	\$ 46,200.00
6	November 30, 2022	\$ 101,640.00
7	January 11, 2023	\$ 62,370.00
8	February 7, 2023	\$ 18,480.00
9	March 6, 2023	\$ 16,170.00
10	May 16, 2023	\$ 13,860.00
11	June 12, 2023	\$ 4,620.00
12	September 8, 2023	\$ 13,860.00
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## Previous Applications for Payment

No.	Date	Amount
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## Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

## Contract Time Remaining

Contract Period: Working Days  
 Original Contract Date: \_\_\_\_\_  
 Original Contract Time: \_\_\_\_\_  
 Added by Change Order: \_\_\_\_\_  
 Contract Time to Date: -  
 Time Used to Date: \_\_\_\_\_  
 Contract Time Remaining: -

TOTAL \$ 452,760.00



# Invoice

HDR Engineering, Inc.  
Omaha, NE 68106  
Phone: (402) 399-1000

## Reference Invoice Number with Payment

HDR Invoice No.	1200560306
Invoice Date	6-Oct-2023
Invoice Amount Due	\$4,620.00
Payment Terms	Net 30
Remit to	PO Box 74008202 Chicago, IL 60674-8202
Wire transfer to	Bank of America ML US ABA #081000032 Account# 355004076604

City of Ankeny  
Don Clark, P.E.  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023

Email invoices to Don at: dclark@ankenyiowa.gov

NW Irvinedale Elevated Storage Tank

### Professional Services

From: 27-Aug-2023 To: 30-Sep-2023

Professional Services	Fee	Percent Complete	Fee Earned To Date	Previous Fee Invoiced	Current Fee Invoiced
Elevated Storage Tank (EST)	\$462,000.00	99.00%	\$457,380.00	\$452,760.00	\$4,620.00
	\$462,000.00		\$457,380.00	\$452,760.00	\$4,620.00

HDR Internal Reference Only	
Client Number	18054
Cost Center	10134
Project Number	10345779





# Monthly Progress Report

Date: Thursday, October 05, 2023

Project: Ankeny NW Irvinedale Elevated Storage Tank

To: Don Clark, P.E.

From: Rob Baker, P.E.

Subject: Monthly Progress Report for September 2023

## Activities of the Previous Months

### Task 1 – Project Management, Project Initiation Meeting and Site Investigation Visit

- 1 – Team management and project control – Ongoing
  - 2 – Project planning – Completed
  - 3 – Project initiation meeting and site investigation visit – Completed
  - 4 – Background data – Completed
  - 5 – Monthly progress invoices – Ongoing
  - 6 – Monthly progress reports – Ongoing
  - 7 – Quality control activities – Completed
- Overall Task 1 – 99% Completed**

### Task 2 – Survey

**Overall Task 2 – 100% Completed**

### Task 3 – Geotechnical Investigation and Recommendations

**Overall Task 3 – 100% Completed**

### Task 4.1 – Preliminary Design

**Overall Task 4.1 – 100% Completed**

### Task 6 – Base Water Distribution System Modeling for EST Design

**Overall Task 6 – 100% Completed**

### Task 4.2 – Final Design

**Overall Task 4.2 – 100% Completed**

### Task 5 – Bidding

- 1- Advertise Project/Bid Documents to QuestCDN - completed
- 2- Correspondence with Bidders - completed
- 3- Prepare and Issue Addenda - completed
- 4- Attend Bid Opening - completed
- 5- Prepare Bid Tab - completed
- 6- Review Bids for conformance and provide recommendation of award - completed
- 7- Issue Notice of Award and send Contract Documents to Contractor - completed
- 8- Review contract documents from Contractor and submit final contract documents to City – pending receipt of documents from CB&I





#### **Overall Task 5 – 93% Completed**

##### **Task 7 – Additional Distribution Modeling for Updated CIP**

- 1 – CIP Update – Completed
- 2 – Report and Figures – In progress
- 3 – Meeting – meeting held, but another is necessary given feedback on service area boundaries, CIP updates, and demand correction. A TM that combines the results from Tasks 7 and 8 has been drafted.

#### **Overall Task 7 – 86% Completed**

##### **Task 8 – Additional Distribution Modeling for Updated Master Plan**

- 1 – Development of Buildout Condition – 100% Completed
- 2 – Areas of Concern – 100% Completed
- 3 – Report and Figures – In progress
- 4 – Meeting – meeting held, but another is necessary given feedback on service area boundaries, CIP updates, and demand correction. A TM that combines the results from Tasks 7 and 8 has been drafted.

#### **Overall Task 8 – 91% Completed**

#### **Overall Project – 99% Completed**

#### **Planned Activities for the Next Month**

##### **Task 1 – Project Management**

- 1 – Team management and project control – Ongoing
- 5 – Monthly progress invoices – Ongoing
- 6 – Monthly progress reports – Ongoing
- 7 – Quality control activities – Ongoing

##### **Task 5 – Bidding**

We will review contract agreements, bonds, and insurance coverage for compliance with contract documents. Compliant documents will be forwarded to the City once ready.

##### **Task 7 – Additional Water Distribution System Modeling and Updated CIP**

We have a follow-up meeting scheduled (10/10/2023) to verify assumptions prior to finalizing model updates and updating the draft technical memorandum.

#### **Meetings**

##### **Meetings Upcoming**

- October 10, 2023                      Tasks 7 and 8 Follow-up Meeting

##### **Critical/Outstanding Issues**

Fee amendment for construction services



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

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ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

---

SUBJECT:

Consider motion to approve Payment #6 in the amount of \$4,231.30 to HGS, LLC, for construction services on the Rock Creek Greenbelt - Native Vegetation project.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">Payment #6</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Rock Creek Greenbelt - Native Vegetation  
Contractor: HGS, LLC  
Address: 6575 West Loop South Ste 300, Bellaire, TX 77401  
Finance Budget Code: 957.2957.4405 Finance Project #: 957.4405  
Vendor Project or Invoice #: N/A PO #: N/A  
Original Contract Date: October 3, 2022 Vendor #: 11660

Date of Council Meeting: October 16, 2023 PAYMENT REQUEST # 6  
PAYMENT PERIOD: From: August 1, 2023 Through: September 15, 2023

## Contract Summary

Original Contract Amount:	\$	96,960.30	
Net change by Change Orders:	\$	3,738.70	
Contract Amount to Date: (line 1 ± 2)	\$	100,699.00	
Total completed and stored to date:	\$	81,460.50	
Retainage: <u>5</u> % of Completed Work:	\$	4,073.03	
Total Earned less Retainage:	\$	77,387.48	
Less previous applications for payment:	\$	73,156.18	
SUBTOTAL	\$	4,231.30	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,231.30

Balance to finish, including retainage: \$ 23,311.53

Contract Time Remaining (If applicable) \_\_\_\_\_ Calendar Date \_\_\_\_\_

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: HGS, LLC

Martha Jacob  
Signature

10/3/2023  
Date

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:

[Signature]  
Signature

10/3/23  
Date

Submit to: Nick Lenox, Director of Parks & Recreation

E-mail: Nlenox@ankenyiowa.gov Phone: 515-963-3576 Fax: 515-963-3576



## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.1	EARTHWORK Clearing and Grubbing by Lump Sum	LS	1		1.00	\$ 22,780.00	\$ 22,780.00	0.00	\$ -	1.00	1.00	\$ 22,780.00	0.00	100.00%
7.1	STREETS AND RELATED WORK Removal of Sidewalk	SY	79.0		79.00	\$ 49.10	\$ 3,878.90		\$ -	0.00	0.00	\$ -	79.00	0.00%
7.2	Shared Use Path, PCC, Class C, 6" Thick	SY	71.0		71.00	\$ 68.00	\$ 4,828.00		\$ -	0.00	0.00	\$ -	71.00	0.00%
7.3	Sidewalk, PCC, Class C, 4"	SY	8.0		8.00	\$ 55.00	\$ 440.00		\$ -	0.00	0.00	\$ -	8.00	0.00%
8.1	TRAFFIC CONTROL Temporary Traffic Control	LS	1		1.00	\$ 753.00	\$ 753.00		\$ -	1.00	1.00	\$ 753.00	0.00	100.00%
11.1	MISCELLANEOUS Mobilization	LS	1		1.00	\$ 14,102.00	\$ 14,102.00		\$ -	1.00	1.00	\$ 14,102.00	0.00	100.00%
11.2	Concrete Washout	LS	1		1.00	\$ 1,105.00	\$ 1,105.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
11.3	Establishment Mowing	Ac.	7.8		7.80	\$ 355.00	\$ 2,769.00		\$ -	7.80	7.80	\$ 2,769.00	0.00	100.00%
11.4	Herbicide Treatment	Ac.	7.8		7.80	\$ 386.00	\$ 3,010.80		\$ -	7.80	7.80	\$ 3,010.80	0.00	100.00%
11.6	Dormant Native Vegetation Seeding, Drilled	Ac.	7.8		7.80	\$ 2,766.00	\$ 21,574.80		\$ -	7.80	7.80	\$ 21,574.80	0.00	100.00%
11.7	Vegetation Maintenance	Ac.	54.9		54.90	\$ 262.00	\$ 14,383.80	15.60	\$ 4,087.20	7.80	23.40	\$ 6,130.80	31.50	42.62%
11.8	Tree and Shrub Herbicide Treatment	LS	1		1.00	\$ 1,191.00	\$ 1,191.00		\$ -	1.00	1.00	\$ 1,191.00	0.00	100.00%
11.9	New Planting Sign	Ea.	32		32.00	\$ 192.00	\$ 6,144.00		\$ -	32.00	32.00	\$ 6,144.00	0.00	100.00%
12.01	CHANGE ORDER ITEMS Establishment Mowing Additional Area	Ac.		0.70	0.70	\$ 355.00	\$ 248.50		\$ -	0.70	0.70	\$ 248.50	0.00	100.00%
12.02	Herbicide Treatment Additional Area	Ac.		0.70	0.70	\$ 386.00	\$ 270.20		\$ -	0.70	0.70	\$ 270.20	0.00	100.00%
12.03	Native Vegetation Additional Area	Ac.		0.70	0.70	\$ 2,766.00	\$ 1,936.20		\$ -	0.70	0.70	\$ 1,936.20	0.00	100.00%
12.04	Vegetation Maintenance Additional Area	Ac.		4.90	4.90	\$ 262.00	\$ 1,283.80	1.40	\$ 365.80	0.70	2.10	\$ 550.20	2.80	42.86%
12.05					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 100,699.00 PAY PERIOD = \$ 4,454.00

COMPLETED = \$ 81,460.50

80.90%



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment

No.	Date	Amount
1	May 1, 2023	\$ 18,156.59
2	June 5, 2023	\$ 9,629.39
3	July 3, 2023	\$ 10,944.67
4	August 7, 2023	\$ 27,194.51
5	October 2, 2023	\$ 7,231.02
6		
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## Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 73,156.18

## Record of Change Orders

No.	Date	Amount
1	July 3, 2023	\$ 3,738.70
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CHANGE ORDER TOTAL = \$ 3,738.70

## Contract Time Remaining

Contract Period:	Calendar Date
Construction Start Date:	October 3, 2022
Contract Full Completion Date:	12/22/2023

## Substantial Completion

Contract Working Days:	N/A
Added by Change Order:	N/A
Total Working Days:	#VALUE!
Working Days Used to Date:	N/A
Working Days Remaining:	#VALUE!

## Full Completion

Contract Working Days:	N/A
Added by Change Order:	N/A
Total Working Days:	#VALUE!
Working Days Used to Date:	N/A
Working Days Remaining:	#VALUE!



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Motion

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to approve Payment #3 in the amount of \$359,094.57 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:


ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Payment #3</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer  
Contractor: J&K Contracting  
Address: 10703 Justin Drive, Urbandale, Iowa 50322  
Finance Budget Code: 660.3660.4452 Finance Project #: 660.4452  
Vendor Project #: Purchase Order #:  
Original Contract Date: April 3, 2023 Vendor Account #: 8611

Date of Council Meeting: October 16, 2023 Payment Application #: 3  
Payment Period: From: August 31, 2023 Through: September 30, 2023

### Contract Summary:

Original Contract Amount:	\$	2,000,000.00	
Net Change by Change Orders:	\$	7,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	2,007,500.00	
Total Completed to Date:	\$	775,417.00	
Retainage: 5 % of Completed Work:	\$	38,770.85	
Total Earned Less Retainage:	\$	736,646.15	
Less Previous Applications for Payment:	\$	783,795.40	
SUBTOTAL:			(47,149.25)
OTHER CHARGES: STORED MATERIALS			406,243.82
CURRENT PAYMENT DUE:	\$	359,094.57	

Balance to Finish, Including Retainage: \$ 864,610.03

Contract Time Remaining: 14 76.00 Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.


Construction Contractor Approval: J&K Contracting

  
Signature

Firm Name

10/4/23  
Date

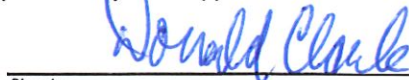
Engineer / Consultant Approval: Foth Infrastructure and Environment, LLC

Blair A. Spotts  
  
Signature

Firm Name

10/4/2023  
Date

City of Ankeny Staff Approval:

  
Signature

10/5/23  
Date

Submit to: Don Clark, Director of Municipal Utilities

E-mail: [dclark@anknyowa.gov](mailto:dclark@anknyowa.gov)

Phone Number: 515-963-3529

Date Printed: 10/3/2023

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

No.	Date	Amount
1	August 11, 2023	\$ 635,203.02
2	August 31, 2023	\$ 148,592.38
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## Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 783,795.40

## Record of Change Orders:

No.	Date	Amount
1	August 31, 2023	\$ 7,500.00
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CHANGE ORDER TOTAL = \$ 7,500.00

## Contract Time Remaining:

Contract Period: Working Days  
Construction Start Date:

## Substantial Completion:

Contract Working Days: 110.0  
Added by Change Order:  
Total Working Days: 110.0  
Working Days Used to Date: 34.0  
Working Days Remaining: 76.0

## Full Completion:

Contract Working Days: 0.0  
Added by Change Order:  
Total Working Days: 0.0  
Working Days Used to Date:  
Working Days Remaining: 0.0



## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.1	EARTHWORK CLEARING AND GRUBBING	ACRE	3.70	0.00	3.70	\$ 9,000.00	\$ 33,300.00		-		3.70	\$ 33,300.00	0.00	100.00%
4.1	SEWERS AND DRAINS SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	1,250.00	0.00	1,250.00	\$ 250.00	\$ 315,000.00		-		1,015.00	\$ 253,750.00	245.00	80.56%
4.2	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1,172.00	0.00	1,172.00	\$ 950.00	\$1,113,400.00		-		140.00	\$ 133,000.00	1,032.00	11.95%
4.3	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 30 IN.	LF	110.00	0.00	110.00	\$ 2,000.00	\$ 220,000.00		-		110.00	\$ 220,000.00	0.00	100.00%
6.1	STRUCTURES FOR SANITARY AND STORM SEWERS MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	9.00	0.00	9.00	\$ 14,500.00	\$ 130,500.00	0.00	-		4.40	\$ 63,800.00	4.60	48.89%
6.2	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1.00	0.00	1.00	\$ 8,000.00	\$ 8,000.00		-		1.00	\$ 8,000.00	0.00	100.00%
8.1	TRAFFIC CONTROL	LS	1.00	0.00	1.00	\$ 5,000.00	\$ 5,000.00		-		0.00	\$ -	1.00	0.00%
9.1	SITE WORK AND LANDSCAPING CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	2.90	0.00	2.90	\$ 1,500.00	\$ 4,350.00		-		0.00	\$ -	2.90	0.00%
9.2	WETLAND SEEDING	ACRE	0.80	0.00	0.80	\$ 4,000.00	\$ 3,200.00		-		0.00	\$ -	0.80	0.00%
9.3	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	3.70	0.00	3.70	\$ 700.00	\$ 2,590.00		-		0.00	\$ -	3.70	0.00%
9.4	MULCHING, BONDED FIBER MATRIX	ACRE	7.40	0.00	7.40	\$ 5,000.00	\$ 37,000.00		-		0.00	\$ -	7.40	0.00%
9.5	FILTER SOCK, INSTALLATION	LF	2,000.00	0.00	2,000.00	\$ 2.00	\$ 4,000.00		-		125.00	\$ 250.00	1,875.00	6.25%
9.6	FILTER SOCK, REMOVAL OF DEVICE	LF	2,000.00	0.00	2,000.00	\$ 0.25	\$ 500.00		-		0.00	\$ -	2,000.00	0.00%
9.7	SILT FENCE, INSTALLATION	LF	3,000.00	0.00	3,000.00	\$ 2.00	\$ 6,000.00		-		1,056.00	\$ 2,112.00	1,944.00	35.20%
9.8	SILT FENCE, REMOVAL OF DEVICE	LF	3,000.00	0.00	3,000.00	\$ 0.25	\$ 750.00		-		0.00	\$ -	3,000.00	0.00%
9.9	SURFACE RESTORATION HAUL ROUTES	LS	1.00	0.00	1.00	\$ 9,000.00	\$ 9,000.00		-		0.00	\$ -	1.00	0.00%
11.1	MOBILIZATION	LS	1.00	0.00	1.00	\$ 107,410.00	\$ 107,410.00		-		0.50	\$ 53,705.00	0.50	50.00%
12.1	CHANGE ORDER ITEMS CLEARING AND GRUBBING FOR BORE PIT	LS	0.00	1.00	1.00	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00		1.00	\$ 7,500.00	0.00	100.00%
12.0			0.00		0.00	\$ -	\$ -		-			\$ -	0.00	0.00%
12.0			0.00		0.00	\$ -	\$ -		-			\$ -	0.00	0.00%
12.1			0.00		0.00	\$ -	\$ -		-	14.00		\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$2,007,500.00

PAY PERIOD = \$ 7,500.00

COMPLETED = \$ 775,417.00

36.63%

# MATERIALS STORED SUMMARY

Description	Unit	Total Units	Unit Price	Ext. Cost
MANHOLE, SANITARY SEWER, SW-301, 60 IN.	LS	0.511	\$ 35,744.00	\$ 18,265.18
SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	0	\$ 129.25	\$ -
SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1032	\$ 375.95	\$ 387,978.64
SUBTOTAL				\$ 406,243.82



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of \$412.50 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:


ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Payment #12</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** SE 3rd Street Improvements - Phase 2  
**Contractor:** JEO Consulting Group, Inc.  
**Address:** 1615 SW Main Street, Suite 205, Ankeny, IA  
**Finance Budget Code:** 42% - 658.3658.4210  
58% - 695.3695.4210  
**Finance Project #** 42% - 658.4210  
58% - 695.4210  
**Vendor Project or Invoice #:** 200170.02  
**PO #**  
**Original Contract Date:** June 20, 2022  
**Vendor #** 7827

##

**Date of Council Meeting:** October 16, 2023  
**PAYMENT PERIOD:** From: June ~~May~~ 6, 2023 Through: September 22, 2023  
**PAYMENT REQUEST #** 12

## Contract Summary

Original Contract Amount:	\$	106,780.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	106,780.00	
Total completed and stored to date:	\$	100,091.25	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	100,091.25	
Less previous applications for payment:	\$	99,678.75	
SUBTOTAL	\$		412.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 412.50

Balance to finish, including retainage: \$ 6,688.75

Contract Time Remaining (If applicable) - Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

## Construction Contractor Approval:

Firm Name

Signature

Date

## Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

September 28, 2023

Date

## City of Ankeny Staff Approval:

Signature

Date

Submit to: Becky Ford, PE, CFM - Storm Water & Environmental Manager

E-mail: [BFord@Ankenylowa.gov](mailto:BFord@Ankenylowa.gov) Phone: (515) 963-3526 Fax: (515) 963-3526





Engineering | Architecture | Surveying | Planning

## Invoice

September 29, 2023

Project No: R200170.02

Invoice No: 144835

Invoice Amount: 412.50

Becky Ford  
City of Ankeny  
220 W 1st Street  
Ankeny, IA 50023

Project Manager Daniel Sturm

Project R200170.02 Ankeny SE 3rd Street Improvements - Phase 2

### Professional Services through September 22, 2023

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
<b>Hourly to a Maximum Phase(s)</b>					
Administration and Coordination	\$22,810.00		\$22,168.75	\$22,003.75	\$165.00
Preliminary Design	\$12,800.00		\$12,800.00	\$12,800.00	0.00
Final Design	\$62,075.00		\$62,075.00	\$62,075.00	0.00
Public Information Meeting	\$3,860.00		\$3,047.50	\$2,800.00	\$247.50
Bidding Phase Services	\$5,235.00		0.00	0.00	0.00
<b>Total</b>	<b>\$106,780.00</b>		<b>\$100,091.25</b>	<b>\$99,678.75</b>	<b>\$412.50</b>
<b>Total Amount Due Upon Receipt :</b>					<b>\$412.50</b>

Email invoice to: [BFord@Ankenylowa.gov](mailto:BFord@Ankenylowa.gov)

# Billing Backup

JEO Consulting Group, Inc.
Invoice 144835 Dated 9/29/2023
Friday, September 29, 2023
10:11:10 AM

Project	R200170.02	Ankeny SE 3rd Street Improvements - Phase 2
Phase	106AC	Administration and Coordination

## Hours this Invoice

			Hours	Rate	Amount	
45 - Senior Bridge Engineer	6/14/2023		1.00	165.00	165.00	
Totals			1.00		165.00	
Total Labor						165.00

Total this Phase\$165.00

Phase	356PI	Public Information Meeting
-------	-------	----------------------------

## Hours this Invoice

			Hours	Rate	Amount	
45 - Senior Bridge Engineer	5/18/2023		1.50	165.00	247.50	
Totals			1.50		247.50	
Total Labor						247.50

Total this Phase\$247.50

Total this Project\$412.50

Total this Report\$412.50



September 28, 2023

Becky Ford, PE, CFM  
Stormwater and Environmental Manager  
City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023

RE: SE 3<sup>rd</sup> Street Improvements - Phase 2  
Progress Report No. 12  
JEO Project No. 200170.02

Becky:

This is the twelfth progress report for the above referenced project and covers work through September 22, 2023. Work related to this project includes coordination with property owners and utility companies.

We're excited to continue to work with the City of Ankeny on this project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Michael Mitchell, PE  
Transportation Senior Engineer

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

---

ACTION REQUESTED:

Motion

---

LEGAL:

No Review Required

---

SUBJECT:

Consider motion to approve Payment #6 in the amount of \$29,206.25 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan project.

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---


ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Payment #6</a>



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Transportation Master Plan  
Contractor: JEO Consulting Group, Inc.  
Address: 1937 N. Chestnut Street, Wahoo, NE 68066  
Finance Budget Code: 260.3265.4210 Finance Project #: NA  
Vendor Project #: 222064 Purchase Order #: NA  
Original Contract Date: February 20, 2023 Vendor Account #: 7827

Date of Council Meeting: October 16, 2023 Payment Application #: 6

Payment Period: From: August 9, 2023 Through: September 15, 2023

## Contract Summary:

Original Contract Amount:	\$	269,400.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	269,400.00	
Total Completed and Stored to Date:	\$	139,421.54	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	139,421.54	
Less Previous Applications for Payment:	\$	110,215.29	
SUBTOTAL:	\$	29,206.25	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 29,206.25

Balance to Finish, Including Retainage: \$ 129,978.46

Contract Time Remaining: NA ----

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: -----

Firm Name

Signature

Date

Engineer / Consultant Approval: JEO Consulting Group, Inc.

Firm Name

Signature

September 28, 2023

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Leslie Hart, Traffic Engineering Manager

E-mail: [lhart@ankenyiowa.gov](mailto:lhart@ankenyiowa.gov)

Phone Number: 515-963-3548

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

No.	Date	Amount
1	May 1, 2023	\$ 6,332.50
2	June 5, 2023	\$ 30,194.39
3	July 3, 2023	\$ 38,156.25
4	August 7, 2023	\$ 14,535.90
5	September 5, 2023	\$ 20,996.25
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## Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 110,215.29

## Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

## Contract Time Remaining:

Contract Period:	---
Construction Start Date:	---

## Substantial Completion:

Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	0.0

## Full Completion:

Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	0.0



Invoice

September 29, 2023

Project No: R222064.00

Invoice No: 144867

Invoice Amount: 29,206.25

Leslie Hart  
City of Ankeny  
220 W 1st Street  
Ankeny, IA 50023

Project Manager Lonnie Burklund

Project R222064.00 Ankeny Transportation Master Plan

**Professional Services through September 15, 2023**

- Include Pay Application sheet with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
<b>Lump Sum Phase(s)</b>					
Project Management	\$34,530.00	51%	\$17,483.75	\$16,140.00	\$1,343.75
Current and Future Transportation Conditions	\$54,150.00	85%	\$46,289.50	\$43,500.75	\$2,788.75
Public Engagement and Stakeholder Input	\$56,200.00	65%	\$36,552.50	\$23,471.25	\$13,081.25
Goals, Objectives, and Action Steps	\$29,750.00	83%	\$24,544.00	\$13,429.00	\$11,115.00
Alternatives Analysis & Prioritization	\$49,620.00	0%	0.00	0.00	0.00
Transportation Master Plan	\$40,100.00	34%	\$13,454.00	\$12,576.50	\$877.50
Direct Costs	\$5,050.00	22%	\$1,097.79	\$1,097.79	0.00
<b>Total</b>	<b>\$269,400.00</b>		<b>\$139,421.54</b>	<b>\$110,215.29</b>	<b>\$29,206.25</b>
<b>Total Amount Due Upon Receipt :</b>					<b>\$29,206.25</b>

Email invoice to: [lhart@ankenyiowa.gov](mailto:lhart@ankenyiowa.gov)





## Monthly Progress Report

DATE PREPARED | 9/28/23  
PROJECT NAME | Ankeny Transportation Master Plan  
JEO PROJECT NO. | R222064  
CITY PROJECT MANAGER | Leslie Hart  
CITY ADDRESS | 1210 NW Prairie Ridge Dr, Ankeny, IA 50023  
PROFESSIONAL SERVICES DATE | 2/20/22  
AGREEMENT NTP | 2/20/22  
AGREEMENT END DATE | 5/31/24

Dear Leslie Hart,

Below is a progress report for the above referenced project during the dates as noted on the invoice.

### 1. SUMMARY OF WORK PERFORMED THIS PERIOD

- Project Management activities to coordinate progress
- Development of public engagement phase 2 information and website updates
- Project progress meetings
- Conduct city council / officials one-on-one meetings and summary information
- Finalization of draft existing and future conditions analysis and reporting.

### 2. SUMMARY OF WORK ANTICIPATED NEXT PERIOD

- Continued project management activities
- Progress meetings
- Finalization of Goals & Objectives
- Review of financial budgets and analysis for transportation programs
- Initial alternatives evaluation and project/program trade-offs
- Development of phase 2 public engagement information on the website

### 3. INFORMATION/DECISIONS NEEDED FROM THE CITY

- Continued data sharing of any new project or program updates, review of materials submitted, and other relevant files as updated in meeting minutes
- Internal coordination with finance office / budget information to discuss revenues and funding looking forward

### 4. SUMMARY OF POTENTIAL OUT OF SCOPE WORK/CURRENT PROJECT ISSUES

- None to date.



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Motion

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to approve Payment #2 in the amount of \$9,035.00 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:




---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Payment #2</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE 62nd St Box Culvert Design  
Contractor: Kirkham Michael and Associates  
Address: 4390 114th St., Urbandale, IA 50322  
Finance Budget Code: 892.3892.4210 Finance Project #: 892.4210  
Vendor Project #:                      Purchase Order #:                       
Original Contract Date: April 17, 2023 Vendor Account #: 908

Date of Council Meeting: October 16, 2023 Payment Application #: 2

Payment Period: From: June 9, 2023 Through: September 15, 2023

## Contract Summary:

Original Contract Amount:	\$	71,240.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	71,240.00	
Total Completed and Stored to Date:	\$	12,435.00	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	12,435.00	
Less Previous Applications for Payment:	\$	3,400.00	
SUBTOTAL:	\$		9,035.00

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 9,035.00

Balance to Finish, Including Retainage: \$ 58,805.00

Contract Time Remaining: - Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Kirkham Michael and Associates

Firm Name

Andrew Pitz  
Signature

10/06/2023  
Date

City of Ankeny Staff Approval:

Donald Clark  
Signature

10/6/23  
Date

Submit to:

Don Clark, P.E., Director of Municipal Utilities

E-mail:

dclark@Ankenylowa.gov

Phone Number:

(515) 963-3529

Date Printed: 10/6/2023

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

No.	Date	Amount
1	July 3, 2023	\$ 3,400.00
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## Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 3,400.00

## Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

## Contract Time Remaining:

Contract Period: Working Days  
Construction Start Date:

## Substantial Completion:

Contract Working Days:  
Added by Change Order:  
Total Working Days: 0.0  
Working Days Used to Date:  
Working Days Remaining: 0.0

## Full Completion:

Contract Working Days:  
Added by Change Order:  
Total Working Days: 0.0  
Working Days Used to Date:  
Working Days Remaining: 0.0



4390 114th Street  
Urbandale, IA 50322  
Billing Questions: 402-255-3833

## INVOICE

Invoice Number: 94278  
Date: August 24, 2023  
Project Number: 2304600

**City of Ankeny**  
Attn: Don Clark  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023  
**Ankeny 62nd St. RCB**

---

### For Professional Services Rendered Through: August 18, 2023

Professional engineering services for the design of a reinforced concrete box culvert to replace the existing structure on the future alignment of NE 62nd St. in Ankeny, Iowa per contract dated 4/17/2023.

Work completed during this reporting period:  
Preliminary hydraulics and plan development

Work anticipated during the next reporting period:  
Wetland investigation. Need geometry information to proceed much further in the design.

### 001 - Project Management

#### Professional Services

	Hours	Rate	Amount
Putz, Andrew J	3.0	\$160.00	\$480.00
	<b>3.00</b>		<b>\$480.00</b>
<b>001 - Project Management Total:</b>			<b>\$480.00</b>

### 002 - Preliminary Design

#### Professional Services

	Hours	Rate	Amount
Ostheimer, Christopher	12.0	\$100.00	\$1,200.00
Putz, Andrew J	21.0	\$160.00	\$3,360.00
Stone, Nate	15.0	\$70.00	\$1,050.00
	<b>48.00</b>		<b>\$5,610.00</b>
<b>002 - Preliminary Design Total:</b>			<b>\$5,610.00</b>

---

<b>Invoice Total</b>	<b>\$6,090.00</b>
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Maximum Allowable	\$71,240.00
Previously Billed	\$3,400.00
<b>Current Invoice Amount</b>	<b>\$6,090.00</b>
Remaining Contract	\$61,750.00





4390 114th Street  
Urbandale, IA 50322  
Billing Questions: 402-255-3833

## INVOICE

Invoice Number: 94460  
Date: September 27, 2023  
Project Number: 2304600

**City of Ankeny**  
Attn: Don Clark  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023  
**Ankeny 62nd St. RCB**

### For Professional Services Rendered Through: September 15, 2023

Professional engineering services for the design of a reinforced concrete box culvert to replace the existing structure on the future alignment of NE 62nd St. in Ankeny, Iowa per contract dated 4/17/2023.

Work completed during this reporting period:

Preliminary plan development. Field work has been completed for cultural resources survey and wetland investigation - Reports will be finished soon.

Work anticipated during the next reporting period:

Proceed with preliminary design once information is received from CDA.

### 001 - Project Management

#### Professional Services

	Hours	Rate	Amount
Putz, Andrew J	3.0	\$160.00	\$480.00
	<b>3.00</b>		<b>\$480.00</b>

**001 - Project Management Total:** **\$480.00**

### 002 - Preliminary Design

#### Professional Services

	Hours	Rate	Amount
Khiangtes, Dennis	3.0	\$115.00	\$345.00
Ostheimer, Christopher	2.0	\$100.00	\$200.00
Putz, Andrew J	12.0	\$160.00	\$1,920.00
	<b>17.00</b>		<b>\$2,465.00</b>

**002 - Preliminary Design Total:** **\$2,465.00**

**Invoice Total** **\$2,945.00**

Maximum Allowable	\$71,240.00
Previously Billed	\$9,490.00
<b>Current Invoice Amount</b>	<b>\$2,945.00</b>
Remaining Contract	\$58,805.00



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #11 in the amount of \$18,082.64 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:


ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Payment #11</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** Westwinds Storm Sewer Extension Project - SW Westwinds Drive  
**Contractor:** Kirkham Michael and Associates  
**Address:** 4390 114th Street, Urbandale, IA 50322  
**Finance Budget Code:** 685.3685.4210 **Finance Project #** 685.4210  
**Vendor Project or Invoice #:** 92796 **PO #**  
**Original Contract Date:** April 19, 2021 **Vendor #** 908

**Date of Council Meeting:** October 16, 2023 **PAYMENT REQUEST #** 11  
**PAYMENT PERIOD:** From: June 24, 2023 Through: September 15, 2023

## Contract Summary

Original Contract Amount:	\$	44,080.00	
Net change by Change Orders:	\$	61,334.52	
Contract Amount to Date: (line 1 ± 2)	\$	105,414.52	
Total completed and stored to date:	\$	62,905.47	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	-	
Less previous applications for payment:	\$	44,822.83	
SUBTOTAL	\$	18,082.64	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	18,082.64	

Balance to finish, including retainage: \$ 42,509.05

Contract Time Remaining (If applicable) - #

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Kirkham Michael & Associates

Firm Name

Signature

September 20, 2023

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Becky Ford, P.E.

E-mail:

[bford@Ankenylowa.gov](mailto:bford@Ankenylowa.gov)

Phone: (515) 963-3526

Fax: (515) 963-3526



## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment

No.	Date	Amount
1	August 2, 2021	\$ 4,768.86
2	September 20, 2021	\$ 3,132.50
3	October 18, 2021	\$ 2,302.36
4	December 6, 2021	\$ 1,220.00
5	December 20, 2021	\$ 5,312.62
6	June 6, 2022	\$ 18,496.57
7	September 6, 2022	\$ 1,934.52
8	April 17, 2023	\$ 2,240.40
9	June 5, 2023	\$ 1,207.50
10	July 17, 2023	\$ 4,207.50
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## Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 44,822.83

## Record of Change Orders

No.	Date	Amount
1	11/21/2023	15,444.52
2	8/7/2023	45,690.00
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CHANGE ORDER TOTAL = \$ 61,334.52  
#REF!

## Contract Time Remaining

Contract Period:	
Original Contract Date:	April 19, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	0.0



4390 114th Street  
Urbandale, IA 50322  
Billing Questions: 402-255-3833

## INVOICE

Invoice Number: 94305  
Date: August 30, 2023  
Project Number: 2105620

**City of Ankeny**  
Attn: Becky Ford  
220 W First Street  
Ankeny, IA 50023-1557

### Ankeny Westwinds Storm Sewer Ext SW West

**For Professional Services Rendered Through: August 18, 2023**

Dues/Fee/Permit = For QuestCDN.COM

Maximum Allowable	\$105,414.52
Previously Billed	\$44,822.83
<b>Current Invoice Amount</b>	<b>\$906.10</b>
Remaining Contract	\$59,685.59

### Professional Services

	Hours	Rate	Amount
Lass, Duane E - Senior Project Surveyor	1.00	150.00	\$150.00
Spengler, Clif - Senior Construction Observer	1.00	105.00	\$105.00
	<b>2.00</b>		<b>\$255.00</b>

### Reimbursable Expenses

	Qty	Unit Rate	Amount
Company Truck (mileage)	20.00	.6550	\$13.10
Dues/Fee/Permits	1.00	638.0000	\$638.00
Totals			\$651.10
			<b>\$651.10</b>

<b>Invoice Total</b>	<b>\$906.10</b>
----------------------	-----------------



4390 114th Street  
Urbandale, IA 50322  
Billing Questions: 402-255-3833

## INVOICE

Invoice Number: 94448  
Date: September 22, 2023  
Project Number: 2105620

**City of Ankeny**  
Attn: Becky Ford  
220 W First Street  
Ankeny, IA 50023-1557

**Ankeny Westwinds Storm Sewer Ext SW West**

**For Professional Services Rendered Through: September 15, 2023**

Maximum Allowable	\$105,414.52
Previously Billed	\$45,728.93
<b>Current Invoice Amount</b>	<b>\$17,176.54</b>
Remaining Contract	\$42,509.05

### Professional Services

	Hours	Rate	Amount
Hanselman, Dale R - Senior Construction Observer	2.00	30.50	\$61.00
Putz, Andrew J - Associate Engineer	2.00	160.00	\$320.00
Smith, Benjamin S - Senior Engineer	4.50	170.00	\$765.00
Spengler, Clif - Senior Construction Observer	10.00	105.00	\$1,050.00
	<b>18.50</b>		<b>\$2,196.00</b>

### Outside Consultants

	Qty	Unit Rate	Amount
JCG Land Services Inc	1.00	2,165.35	\$2,165.35
JCG Land Services Inc	1.00	2,160.60	\$2,160.60
JCG Land Services Inc	1.00	1,999.86	\$1,999.86
JCG Land Services Inc	1.00	1,305.20	\$1,305.20
JCG Land Services Inc	1.00	7,349.53	\$7,349.53
Totals			\$14,980.54
			<b>\$14,980.54</b>

**Invoice Total** **\$17,176.54**

September 22, 2023

Becky Ford, P.E.  
City of Ankeny  
410 West 1<sup>st</sup> Street  
Ankeny, Iowa 50023-1557

Subject: Westwinds Storm Sewer Extension Project – SW Westwinds Drive  
KM Project: 2105620

Dear Ms. Ford,

Submitted herewith are invoices 94305 & 94448, for work conducted on this project from June 24, 2023 to September 15, 2023

During this period we have completed the following work:

- Project Letting Tasks
- Preconstruction meeting
- Coordination with JCG on needed acquisitions.
- Acquisition services by JCG

Anticipated work to be completed during the next period:

- Construction Observation Services

Please contact me if you have questions regarding this submittal or need further information.

Sincerely yours,  
KIRKHAM MICHAEL



Greg Cabalka, P.E.  
GDC/gdc  
encl. Invoice



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

---

ACTION REQUESTED:

Motion

---

LEGAL:

No Review Required

---

SUBJECT:

Consider motion to approve Payment #18 in the amount of \$28,785.56 to McClure Engineering Company, for construction engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: **No**

---

CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---




ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Payment #18</a>

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd.  
**Contractor:** McClure Engineering Company  
**Address:** 335 SE Oralabor Road; Ankeny, IA 50021  
**Finance Budget Code:** 953.3953.4210 **Finance Project #** 953.421  
**Vendor Project or Invoice #:** 211008-010 **PO #** N/A  
**Original Contract Date:** February 7, 2022 **Vendor #** 2183

**Date of Council Meeting:** 10/16/2023 **PAYMENT REQUEST #** 18  
**PAYMENT PERIOD:** From: August 27, 2023 Through: September 30, 2023

### Contract Summary

Original Contract Amount:	\$	385,000.00	
Net change by Change Orders:	\$	395,300.00	
Contract Amount to Date: (line 1 ± 2)	\$	780,300.00	
Total completed and stored to date:	\$	775,203.65	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	775,203.65	
Less previous applications for payment:	\$	746,418.09	
SUBTOTAL	\$		28,785.56

OTHER CHARGES (Attach an itemized list) \$ -

**CURRENT PAYMENT DUE** \$ 28,785.56

Balance to finish, including retainage: \$ 5,096.35

Contract Time Remaining (If applicable) - Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

### Construction Contractor Approval:

Firm Name

Signature

Date

### Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

October 6, 2023

### City of Ankeny Staff Approval:

Signature

Date

10/6/2023

Submit to: Jim Haberichter, P.E. - Civil Engineer II

E-mail: [JHaberichter@AnkenyIowa.gov](mailto:JHaberichter@AnkenyIowa.gov)

Phone: (515) 963-3536

Fax: (515) 963-3537

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	\$ 75,028.75
2	May 16, 2022	\$ 70,068.80
3	June 20, 2022	\$ 12,000.00
4	June 18, 2022	\$ 25,675.21
5	August 15, 2022	\$ 28,367.75
6	September 19, 2022	\$ 38,946.51
7	October 17, 2022	\$ 38,657.50
8	November 21, 2022	\$ 91,841.25
9	December 19, 2022	\$ 2,900.00
10	January 17, 2023	\$ 1,514.23
11	March 20, 2023	\$ 55,396.27
12	May 1, 2023	\$ 33,864.41
13	May 15, 2023	\$ 32,390.44
14	June 19, 2023	\$ 39,874.11
15	July 17, 2023	\$ 67,406.96
16	August 21, 2023	\$ 63,642.51
17	September 18, 2023	\$ 68,843.39
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## Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 746,418.09

## Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 395,300.00
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CHANGE ORDER TOTAL = \$ 395,300.00

## Contract Time Remaining

Contract Period: Working Days  
Construction Start Date:

## Substantial Completion

Contract Working Days:  
Added by Change Order:  
Total Working Days: 0.0  
Working Days Used to Date:  
Working Days Remaining: 0.0

## Full Completion

Contract Working Days:  
Added by Change Order:  
Total Working Days: 0.0  
Working Days Used to Date:  
Working Days Remaining: 0.0



1360 NW 121st Street  
Clive, IA 50325

Jim Haberichter  
City of Ankeny, IA  
410 West 1st Street  
Ankeny, IA 50023

October 04, 2023  
Project No: 0000211008-010  
Invoice No: 148119  
Due Date: November 03, 2023

Project 0000211008-010 Ankeny NW 18th St Reconstruction - NW Ash Drive to N Ankeny Boulevard

Professional Services from August 27, 2023 to September 30, 2023

Phase	600	Construction Administration
Task	601	Construction Administration

	Hours	Rate	Amount	
Project Manager III	11.00	230.00	2,530.00	
Project Coordinator	.50	135.00	67.50	
Engineer III	80.50	185.00	14,892.50	
Totals	92.00		17,490.00	
Total Labor				17,490.00

Mileage (.655/.50 p/mile) 41.30

Total this Task \$17,531.30

Task	603	Traffic Signal and Fiber Optic Construction Administration
------	-----	--

	Hours	Rate	Amount	
Engineer III	10.50	185.00	1,942.50	
Totals	10.50		1,942.50	
Total Labor				1,942.50
Total this Task				\$1,942.50
Total this Phase				\$19,473.80

Phase	650	Onsite Project Representative
-------	-----	-------------------------------

	Hours	Rate	Amount	
Engineer I	20.00	125.00	2,500.00	
Totals	20.00		2,500.00	
Total Labor				2,500.00

Reimbursable Expenses

Mileage			142.26	
Total Reimbursables			142.26	142.26

Project	0000211008-010	Ankeny NW 18th St Reconstruction	Invoice	148119
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Mileage (.655/.50 p/mile)

13.10

Total this Phase \$2,655.36

Phase	700	Survey Services
Task	760	Construction Staking

	Hours	Rate	Amount	
Crew Chief	48.50	135.00	6,547.50	
Totals	48.50		6,547.50	
Total Labor				6,547.50

Mileage (.90 p/mile)

108.90

Total this Task \$6,656.40

Total this Phase \$6,656.40

Phase	950	Subconsultants and Fees		
			<b>Total this Phase</b>	<b>0.00</b>

	Current	Prior	To-Date	
Total Billings	28,785.56	746,418.09	775,203.65	
Contract Limit (not-to-exceed)			780,300.00	
Contract Limit Remaining			5,096.35	
Total Due this Invoice				\$28,785.56



October 6, 2023



Mr. Jim Haberichter, PE  
Civil Engineer II  
City of Ankeny  
1210 NW Prairie Ridge Dr  
Ankeny, IA 50023

RE: NW 18<sup>th</sup> Street Reconstruction – NW Ash Drive to N Ankeny Boulevard  
Progress Report No. 18  
MEC Project No. 211008-010

Dear Mr. Haberichter:

This is the eighteenth progress report for the above referenced project and covers work through September 30, 2023. Work related to this project through this period includes construction staking, utility coordination, construction observation, construction meetings, project walk throughs and punch list developments and reviews, as-built survey, and construction administration.

Elder Corporation has completed approximately 97.7% of the project contract, is substantially complete, and is finishing punch list items to fully complete the project. Elder is expected to complete all punch list items next week. McClure plans to finalize all quantities this coming month, submit as-built drawings, and close out the project.

We're excited to continue to work with the City of Ankeny on this important project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Scott E. Port, P.E.  
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of \$118,277.85 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 2.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:


ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">Payment #6</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Northlawn Area Utility Improvements - Phase 2  
Contractor: On Track Construction, LLC  
Address: 1435 W F Ave, Nevada, IA 50201  
Finance Budget Code: 610.3610.4450 Finance Project #: 610.445  
650.3650.4452 963.3963.4451 650.4452 963.4451  
Vendor Project #: N/A Purchase Order #: N/A  
Original Contract Date: December 5, 2022 Vendor Account #: 9363

Date of Council Meeting: October 16, 2023 Payment Application #: 6

Payment Period: From: September 3, 2023 Through: September 30, 2023

## Contract Summary:

Original Contract Amount: \$ 2,027,500.00  
Net Change by Change Orders: \$ -  
Contract Amount to Date: (line 1 ± 2) \$ 2,027,500.00  
  
Total Completed and Stored to Date: \$ 1,012,925.50  
Retainage: 5 % of Completed Work: \$ 50,646.28  
Total Earned Less Retainage: \$ 962,279.22  
Less Previous Applications for Payment: \$ 844,001.37  
SUBTOTAL: \$ 118,277.85

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 118,277.85

Balance to Finish, Including Retainage: \$ 1,065,220.78

Contract Time Remaining: 40.50 Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: On Track Construction, LLC

Signature: [Signature] Firm Name: On Track Construction, LLC Date: 10-4-23

Engineer / Consultant Approval: \_\_\_\_\_  
Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City of Ankeny Staff Approval: [Signature] Date: 10/5/2023  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submit to: Matthew Grgurich - Civil Engineer II  
E-mail: MGrgrich@AnkenyIowa.gov Phone Number: (515) 963-3549

Date Printed: 10/4/2023



## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
<b>EARTHWORK</b>														
2.01	Clearing and Grubbing	LS	1.00		1.00	\$ 15,000.00	\$ 15,000.00		\$ -	0.50	0.50	\$ 7,500.00	0.50	50.00%
2.02	Topsoil, Off-site	CY	290.00		290.00	\$ 30.00	\$ 8,700.00		\$ -		0.00	\$ -	290.00	0.00%
2.03	Excavation, Class 10	CY	1,045.00		1,045.00	\$ 25.00	\$ 26,125.00		\$ -	469.00	469.00	\$ 11,725.00	576.00	44.88%
2.04	Subgrade Preparation, 6" Depth	SY	4,620.00		4,620.00	\$ 2.50	\$ 11,550.00		\$ -	2063.00	2,063.00	\$ 5,157.50	2,557.00	44.65%
2.05	Subgrade Treatment, Geogrid, Triangular	SY	460.00		460.00	\$ 6.00	\$ 2,760.00		\$ -	308.00	308.00	\$ 1,848.00	152.00	66.96%
2.06	Subbase, Modified, 6" Depth (Virgin Aggregate)	SY	4,480.00		4,480.00	\$ 14.00	\$ 62,720.00		\$ -	2410.00	2,410.00	\$ 33,740.00	2,070.00	53.79%
2.07	Removal of Structure, Wood Shed, 10' X 6'	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	1.00	\$ 2,500.00	0.00	100.00%
2.08	Compaction Testing	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00		\$ -	0.50	0.50	\$ 1,750.00	0.50	50.00%
<b>TRENCH EXCAVATION AND BACKFILL</b>														
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00		\$ -	0.50	0.50	\$ 1,750.00	0.50	50.00%
<b>SEWERS AND DRAINS</b>														
4.01	Sanitary Sewer Gravity Main, Trenched, Truss PVC, 8" Diameter	LF	1,100.00		1,100.00	\$ 155.00	\$ 170,500.00		\$ -	464.00	464.00	\$ 71,920.00	636.00	42.18%
4.02	Sanitary Sewer, Service Stub, PVC, 4" Diameter	LF	430.00		430.00	\$ 115.00	\$ 49,450.00		\$ -	200.00	200.00	\$ 23,000.00	230.00	46.51%
4.03	Removal of Sanitary Sewer, Less than or equal to 36" Diameter	LF	775.00		775.00	\$ 27.00	\$ 20,925.00		\$ -	475.00	475.00	\$ 12,825.00	300.00	61.29%
4.04	Sanitary Sewer Cleanout, Temporary (Type 1)	EA	2.00		2.00	\$ 2,550.00	\$ 5,100.00		\$ -	1.00	1.00	\$ 2,550.00	1.00	50.00%
4.05	Sanitary Sewer Cleanout, Temporary (Type 2)	EA	1.00		1.00	\$ 2,150.00	\$ 2,150.00		\$ -	1.00	1.00	\$ 2,150.00	0.00	100.00%
4.06	Sanitary Sewer Abandonment, Fill and Plug	LF	300.00		300.00	\$ 30.00	\$ 9,000.00		\$ -		0.00	\$ -	300.00	0.00%
4.07	Storm Sewer, Trenched, Class III RCP, 15" Diameter (CI R-2 Bed)	LF	462.00		462.00	\$ 130.00	\$ 60,060.00	262.00	\$ 34,060.00	82.00	344.00	\$ 44,720.00	118.00	74.46%
4.08	Storm Sewer, Trenched, Class III RCP, 18" Diameter (CI R-2 Bed)	LF	66.00		66.00	\$ 132.00	\$ 8,712.00		\$ -	34.00	34.00	\$ 4,488.00	32.00	51.52%
4.09	Storm Sewer, Trenched, Class III RCP, 24" Diameter (CI R-2 Bed)	LF	36.00		36.00	\$ 165.00	\$ 5,940.00		\$ -		0.00	\$ -	36.00	0.00%
4.10	Storm Sewer, Trenched, Class III RCP, 30" Diameter (CI R-2 Bed)	LF	280.00		280.00	\$ 180.00	\$ 50,400.00		\$ -	280.00	280.00	\$ 50,400.00	0.00	100.00%
4.11	Storm Sewer, Trenched, Class III RCP, 36" Diameter (CI R-2 Bed)	LF	478.00		478.00	\$ 220.00	\$ 105,160.00		\$ -	152.00	152.00	\$ 33,440.00	326.00	31.80%
4.12	Storm Sewer, Trenched, Class III RCP, 42" Diameter (CI R-2 Bed)	LF	8.00		8.00	\$ 430.00	\$ 3,440.00		\$ -	8.00	8.00	\$ 3,440.00	0.00	100.00%
4.13	Storm Sewer, Trenched, A-2000 PVC, 36" Diameter	LF	168.00		168.00	\$ 460.00	\$ 77,280.00		\$ -	168.00	168.00	\$ 77,280.00	0.00	100.00%
4.14	Removal of Storm Sewer, Less than or equal to 36" Diameter	LF	281.00		281.00	\$ 28.00	\$ 7,868.00		\$ -	225.00	225.00	\$ 6,300.00	56.00	80.07%
4.15	Storm Sewer Abandonment, Fill and Plug	LF	217.00		217.00	\$ 60.00	\$ 13,020.00	217.00	\$ 13,020.00		217.00	\$ 13,020.00	0.00	100.00%
4.16	Pipe Apron, RCP, 42" Diameter	EA	1.00		1.00	\$ 2,450.00	\$ 2,450.00		\$ -	1.00	1.00	\$ 2,450.00	0.00	100.00%
4.17	Footing for Concrete Pipe Apron, RCP, 42" Diameter	EA	1.00		1.00	\$ 850.00	\$ 850.00		\$ -	1.00	1.00	\$ 850.00	0.00	100.00%
4.18	Pipe Apron Guard, RCP, 42" Diameter	EA	1.00		1.00	\$ 2,100.00	\$ 2,100.00		\$ -	1.00	1.00	\$ 2,100.00	0.00	100.00%
4.19	Footing Drain Collector/Subdrain, Corrugated PVC, 8" Diameter	LF	2,000.00		2,000.00	\$ 50.00	\$ 100,000.00		\$ -	912.00	912.00	\$ 45,600.00	1,088.00	45.60%
4.20	Footing Drain Cleanout, Type B, 24" Diameter	EA	2.00		2.00	\$ 765.00	\$ 1,530.00		\$ -		0.00	\$ -	2.00	0.00%
4.21	Footing Drain Outlet into Structure, 8" Diameter	EA	19.00		19.00	\$ 575.00	\$ 10,925.00		\$ -	8.00	8.00	\$ 4,600.00	11.00	42.11%
4.22	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	210.00		210.00	\$ 200.00	\$ 42,000.00	44.00	\$ 8,800.00	60.00	104.00	\$ 20,600.00	106.00	49.52%
<b>WATER MAINS AND APPURTENANCES</b>														
5.01	Water Main, Temporary, PEX, 2" Diameter	LF	1,100.00		1,100.00	\$ 41.00	\$ 45,100.00		\$ -	494.00	494.00	\$ 20,254.00	606.00	44.91%
5.02	Water Main, Trenched, PVC, 4" Diameter	LF	30.00		30.00	\$ 94.00	\$ 2,820.00		\$ -		0.00	\$ -	30.00	0.00%
5.03	Water Main, Trenched, PVC, 6" Diameter	LF	20.00		20.00	\$ 98.00	\$ 1,960.00		\$ -		0.00	\$ -	20.00	0.00%
5.04	Water Main, Trenched, PVC, 8" Diameter	LF	1,150.00		1,150.00	\$ 84.00	\$ 96,600.00		\$ -	512.00	512.00	\$ 43,008.00	638.00	44.52%
5.05	Fitting, 22.50 Degree Bend, 4"	EA	4.00		4.00	\$ 1,215.00	\$ 4,860.00		\$ -		0.00	\$ -	4.00	0.00%
5.06	Fitting, 22.50 Degree Bend, 6"	EA	2.00		2.00	\$ 1,315.00	\$ 2,630.00		\$ -		0.00	\$ -	2.00	0.00%
5.07	Fitting, 22.50 Degree Bend, 8"	EA	2.00		2.00	\$ 1,455.00	\$ 2,910.00		\$ -	1.00	1.00	\$ 1,455.00	1.00	50.00%
5.08	Fitting, 8" X 8" Tee	EA	2.00		2.00	\$ 1,705.00	\$ 3,410.00		\$ -	1.00	1.00	\$ 1,705.00	1.00	50.00%
5.09	Fitting, 8" X 4" Reducer	EA	2.00		2.00	\$ 1,020.00	\$ 2,040.00		\$ -	1.00	1.00	\$ 1,020.00	1.00	50.00%
5.10	Fitting, 8" X 6" Reducer	EA	1.00		1.00	\$ 1,035.00	\$ 1,035.00		\$ -		0.00	\$ -	1.00	0.00%
5.11	Water Service, Polyethylene, 0.75" Diameter, Near Side	EA	12.00		12.00	\$ 2,445.00	\$ 29,340.00		\$ -	5.00	5.00	\$ 12,225.00	7.00	41.67%
5.12	Water Service, Polyethylene, 0.75" Diameter, Far Side	EA	2.00		2.00	\$ 3,020.00	\$ 6,040.00		\$ -	1.00	1.00	\$ 3,020.00	1.00	50.00%
5.13	Gate Valve, 8"	EA	4.00		4.00	\$ 2,785.00	\$ 11,060.00		\$ -	2.00	2.00	\$ 5,570.00	2.00	50.00%
5.14	Fire Hydrant Assembly, Alternate	EA	3.00		3.00	\$ 7,000.00	\$ 21,000.00		\$ -	1.00	1.00	\$ 7,000.00	2.00	33.33%
5.15	Fire Hydrant Assembly, Removal	EA	3.00		3.00	\$ 1,600.00	\$ 4,800.00		\$ -	1.00	1.00	\$ 1,600.00	2.00	33.33%
5.16	Removal of Water Main	LF	1,190.00		1,190.00	\$ 22.00	\$ 26,180.00		\$ -	512.00	512.00	\$ 11,264.00	678.00	43.03%
<b>STRUCTURES FOR SANITARY AND STORM SEWERS</b>														

Date printed: 10/4/2023



## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

6.01	Manhole, Type SW-301, 48" Diameter	EA	5.00		5.00	\$ 5,640.00	\$ 28,200.00		\$ -	1.00	1.00	\$ 5,640.00	4.00	20.00%
6.02	Manhole, Type SW-401, 60" Diameter	EA	1.00		1.00	\$ 8,950.00	\$ 8,950.00		\$ -	1.00	1.00	\$ 8,950.00	0.00	100.00%
6.03	Manhole, Type SW-401, 72" Diameter	EA	1.00		1.00	\$ 9,600.00	\$ 9,600.00		\$ -		0.00	\$ -	1.00	0.00%
6.04	Intake Type SW-505	EA	7.00		7.00	\$ 6,290.00	\$ 44,030.00		\$ -	4.00	4.00	\$ 25,160.00	3.00	57.14%
6.05	Intake Type SW-508	EA	6.00		6.00	\$ 12,145.00	\$ 72,870.00	1.00	\$ 12,145.00	1.00	2.00	\$ 24,290.00	4.00	33.33%
6.06	Intake Type SW-S13, 6' X 6'	EA	1.00		1.00	\$ 10,350.00	\$ 10,350.00		\$ -	1.00	1.00	\$ 10,350.00	0.00	100.00%
6.07	Manhole Adjustment, Major	EA	1.00		1.00	\$ 3,150.00	\$ 3,150.00		\$ -		0.00	\$ -	1.00	0.00%
6.08	Remove Manhole, Sanitary	EA	4.00		4.00	\$ 600.00	\$ 2,400.00		\$ -	1.00	1.00	\$ 600.00	3.00	25.00%
6.09	Remove Cleanout, Storm	EA	2.00		2.00	\$ 600.00	\$ 1,200.00	2.00	\$ 1,200.00		2.00	\$ 1,200.00	0.00	100.00%
6.10	Remove Intake, Storm	EA	3.00		3.00	\$ 600.00	\$ 1,800.00	1.00	\$ 600.00	1.00	2.00	\$ 1,200.00	1.00	66.67%
6.11	Remove Cleanout, Sanitary	EA	2.00		2.00	\$ 500.00	\$ 1,000.00		\$ -	1.00	1.00	\$ 500.00	1.00	50.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, C-SUD, 8"	SY	3,517.00		3,517.00	\$ 88.00	\$ 309,496.00	18.00	\$ 1,584.00	1505.00	1,523.00	\$ 134,024.00	1,994.00	43.30%
7.02	Pavement, PCC, C-SUD, 7"	ST	264.00		264.00	\$ 56.50	\$ 14,916.00		\$ -	135.00	135.00	\$ 7,627.50	129.00	51.14%
7.03	PCC Pavement Samples and Testing	LS	1.00		1.00	\$ 4,850.00	\$ 4,850.00		\$ -	0.50	0.50	\$ 2,425.00	0.50	50.00%
7.04	Removal of Sidewalk	SY	680.00		680.00	\$ 15.00	\$ 10,200.00	28.00	\$ 420.00	359.00	387.00	\$ 5,805.00	293.00	56.91%
7.05	Removal of Driveway	SY	692.00		692.00	\$ 15.00	\$ 10,380.00	56.00	\$ 840.00	364.00	420.00	\$ 6,300.00	272.00	60.69%
7.06	Sidewalk, PCC, 4"	SY	801.00		801.00	\$ 46.00	\$ 36,846.00	403.00	\$ 18,538.00		403.00	\$ 18,538.00	398.00	50.31%
7.07	Sidewalk, PCC, 6"	SY	35.00		35.00	\$ 182.00	\$ 6,370.00	23.00	\$ 4,186.00		23.00	\$ 4,186.00	12.00	65.71%
7.08	Detectable Warnings, Galvanized Steel	SF	68.00		68.00	\$ 52.50	\$ 3,570.00	32.00	\$ 1,680.00		32.00	\$ 1,680.00	36.00	47.06%
7.09	Driveway, Paved, PCC, 6"	SY	719.00		719.00	\$ 58.00	\$ 41,702.00	420.00	\$ 24,360.00	201.00	621.00	\$ 36,018.00	98.00	86.37%
7.10	Pavement Removal	SY	3,297.00		3,297.00	\$ 15.00	\$ 49,455.00		\$ -	1615.00	1,615.00	\$ 24,225.00	1,682.00	48.98%
TRAFFIC CONTROL														
8.01	Temporary Traffic Control	LS	1.00		1.00	\$ 8,000.00	\$ 8,000.00		\$ -	0.50	0.50	\$ 4,000.00	0.50	50.00%
8.02	Portable Dynamic Message Signs	CDAV	10.00		10.00	\$ 200.00	\$ 2,000.00		\$ -	10.00	10.00	\$ 2,000.00	0.00	100.00%
8.03	Remove and Reinstall Type A Sign	EA	5.00		5.00	\$ 300.00	\$ 1,500.00		\$ -	1.00	1.00	\$ 300.00	4.00	20.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding and Fertilizing, Type 4	AC	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -	0.30	0.30	\$ 900.00	0.70	30.00%
9.02	Rip Rap, Erosion Stone, Remove and Reinstall	TON	50.00		50.00	\$ 93.50	\$ 4,675.00		\$ -	50.00	50.00	\$ 4,675.00	0.00	100.00%
9.03	Silt Fence Ditch Check	LF	50.00		50.00	\$ 10.00	\$ 500.00		\$ -		0.00	\$ -	50.00	0.00%
9.04	Silt Fence Ditch Check, Removal	LF	50.00		50.00	\$ 5.00	\$ 250.00		\$ -		0.00	\$ -	50.00	0.00%
9.05	Erosion Control Mulching, Hydromulching, BFM	AC	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -	0.30	0.30	\$ 900.00	0.70	30.00%
9.06	Inlet Protection Device, Rock	EA	13.00		13.00	\$ 850.00	\$ 11,050.00		\$ -	4.00	4.00	\$ 3,400.00	9.00	30.77%
9.07	Inlet Protection Device, Drop In & Removal	EA	28.00		28.00	\$ 125.00	\$ 3,500.00	4.00	\$ 500.00		4.00	\$ 500.00	24.00	14.29%
9.08	Inlet Protection Device, Maintenance	EA	56.00		56.00	\$ 25.00	\$ 1,400.00	8.00	\$ 200.00		8.00	\$ 200.00	48.00	14.29%
9.09	Removal of Fence, Wood Privacy Fence	LF	100.00		100.00	\$ 20.00	\$ 2,000.00		\$ -	100.00	100.00	\$ 2,000.00	0.00	100.00%
9.10	Temporary Fence, Orange Mesh, Safety Fence	LS	1.00		1.00	\$ 8,500.00	\$ 8,500.00		\$ -	0.60	0.60	\$ 5,100.00	0.40	60.00%
DEMOLITION														
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 125,000.00	\$ 125,000.00		\$ -	0.50	0.50	\$ 62,500.00	0.50	50.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$ 5,050.00	\$ 5,050.00		\$ -	0.40	0.40	\$ 2,020.00	0.60	40.00%
11.03	Maintenance of Solid Waste Collection	LS	1.00		1.00	\$ 5,050.00	\$ 5,050.00		\$ -	0.40	0.40	\$ 2,020.00	0.60	40.00%
11.04	Temporary Pedestrian Ramp	EA	5.00		5.00	\$ 505.00	\$ 2,525.00		\$ -	1.00	1.00	\$ 505.00	4.00	20.00%
11.05	Temporary Granular Sidewalk	SY	568.00		568.00	\$ 30.00	\$ 17,040.00	79.00	\$ 2,370.00	79.00	158.00	\$ 4,740.00	410.00	27.82%
11.06	Concrete Washout	LS	1.00		1.00	\$ 2,020.00	\$ 2,020.00		\$ -	0.50	0.50	\$ 1,010.00	0.50	50.00%
11.07	Pre & Post Foundation Inspection	LS	1.00		1.00	\$ 2,505.00	\$ 2,505.00		\$ -	0.50	0.50	\$ 1,252.50	0.50	50.00%
CHANGE ORDER ITEMS														
12.01					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.02					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$2,027,500.00 PAY PERIOD = \$ 124,503.00

COMPLETED = \$1,012,925.50

49.96%

Date printed: 10/4/2023

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

No.	Date	Amount
1	May 15, 2023	\$ 145,789.37
2	June 19, 2023	\$ 129,995.15
3	July 17, 2023	\$ 147,288.00
4	August 21, 2023	\$ 207,386.43
5	September 18, 2023	\$ 213,542.42
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## Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 844,001.37

## Record of Change Orders:

No.	Date	Amount
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15		

CHANGE ORDER TOTAL = \$ -

## Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	April 3, 2023

## Substantial Completion:

Contract Working Days:	140.0
Added by Change Order:	
Total Working Days:	140.0
Working Days Used to Date:	109.5
Working Days Remaining:	<u>30.5</u>

## Full Completion:

Contract Working Days:	10.0
Added by Change Order:	
Total Working Days:	10.0
Working Days Used to Date:	
Working Days Remaining:	<u>10.0</u>



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$109,612.00 to Romtech Companies for construction services on the restroom facility at the Midway Park.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):


PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Payment #4</a>



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** MIDWAY PARK RESTROOM CONSTRUCTION  
**Contractor:** ROMTEC COMPANIES  
**Address:** 18240 N. BANK RD, ROSEBURG, OR, 97470  
**Finance Budget Code:** 897.2897.4408 **Finance Project #:** 897.2897  
**Vendor Project #:** NA **Purchase Order #:** NA  
**Original Contract Date:** May 18, 2023 **Vendor Account #:** 6802

**Date of Council Meeting:** October 16, 2023 **Payment Application #:** 4

**Payment Period:** From: August 29, 2023 Through: September 29, 2023

## Contract Summary:

Original Contract Amount:	\$	279,370.78	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	279,370.78	
Total Completed and Stored to Date:	\$	222,834.22	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	222,834.22	
Less Previous Applications for Payment:	\$	113,222.22	
<b>SUBTOTAL:</b>	\$		109,612.00
<b>OTHER CHARGES:</b>	\$		-
<b>CURRENT PAYMENT DUE:</b>	\$		109,612.00
Balance to Finish, Including Retainage:	\$	56,536.56	

**Contract Time Remaining:** - Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Construction Contractor Approval:** ROMTEC COMPANIES

Signature: Linda Rusch Firm Name: \_\_\_\_\_ Date: 10/2/2023

**Engineer / Consultant Approval:** \_\_\_\_\_  
Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**City of Ankeny Staff Approval:** \_\_\_\_\_  
Signature: [Signature] Date: 10/3/23

**Submit to:** NICK LENOX  
**E-mail:** NLENOX@ANKENYIOWA.GOV **Phone Number:** 515-963-3576

Date Printed: 10/2/2023





# Invoice

#INV1221

9/27/2023

Romtec Companies (541) 496-3541  
18240 N. Bank Rd  
Roseburg OR 97470  
United States

**Bill To**

City of Ankeny  
410 W 1st St  
Ankeny IA 50023-1557  
United States

**Ship To**

City of Ankeny  
1500 Sw Des Moines St  
Ankeny IA 50023  
United States

**TOTAL**

**\$109,612.00**

Due Date: 10/27/2023

Terms	Due Date	MFG Project	Customer PO #	Contract #
30 - Net 30	10/27/2023	City of Ankeny : 20178		

Quantity	Item	Rate	Amount
	/C : Midway Park (IA) project.		
1	<b>Installation</b> : Invoicing Site Work & Rough-in Plumbing & Electrical	\$20,000.00	\$20,000.00
1	<b>Installation</b> : Invoicing Foundation & Slab	\$30,000.00	\$30,000.00
1	<b>Installation</b> : Invoicing Erection of Walls	\$50,000.00	\$50,000.00

<b>Subtotal</b>	<b>\$100,000.00</b>
<b>Discount</b>	
<b>Tax Total (0%)</b>	<b>\$0.00</b>
<b>Freight</b>	<b>\$9,612.00</b>
<b>Total</b>	<b>\$109,612.00</b>

Questions call @ 541-496-4752 or email [AccountsReceivable@Romtec.com](mailto:AccountsReceivable@Romtec.com)  
SERVICE CHARGES: 1.25% PER MONTH ON PAST DUE ACCOUNTS. 15% per Annum.  
Goods returned without authorization will not be accepted for credit.  
Return goods subject to restocking charge.

Retention:

1 of 1

# Romtec - Midway Park (Formerly Des Moines St. Park)(IA) - Schedule of Values - Monthly Billing

City of Ankeny

Attn: Nick Lenox

410 W. First Street

Ankeny IA, 50023

Job# 20178

Tax-Exempt

Application No:

1221

Application Date:

9/27/2023

Period To:

9/30/2023

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS	E WORK COMPLETED THIS PERIOD	G TOTAL COMPLETED	% (G/C)	H BALANCE TO
001	<b>Restroom</b>	\$ 40,000.00	\$ 40,000.00		\$ 40,000.00	100%	\$ -
002	Delivery of Design Submittal (SSDS)	\$ 60,000.00	\$ 60,000.00		\$ 60,000.00	100%	\$ -
003	Manufacturing at Romtec facilities (monthly progress)	\$ 13,222.22	\$ 13,222.22		\$ 13,222.22	100%	\$ 0.00
005	Ready to Ship (manufacturing and packaging complete)	\$ 9,612.00	\$ 9,612.00	\$ 9,612.00	\$ 9,612.00	100%	\$ -
006	Freight	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	100%	\$ -
007	Installation - Site Work & Rough-in Plumbing & Electrical	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	100%	\$ -
008	Installation - Foundation & Slab	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	100%	\$ -
009	Installation - Erection of Walls	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	100%	\$ -
010	Installation - Roof System	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	100%	\$ -
011	Installation - Top Out Plumbing & Electrical	\$ 11,536.56	\$ 11,536.56	\$ 11,536.56	\$ 11,536.56	100%	\$ -
	Installation - Finishes & Accessorials	\$ -	\$ -	\$ -	\$ -	0%	\$ 30,000.00
		\$ -	\$ -	\$ -	\$ -	0%	\$ 15,000.00
		\$ -	\$ -	\$ -	\$ -	0%	\$ 11,536.56
	<b>GRAND TOTALS</b>	\$ 279,370.78	\$ 113,222.22	\$ 109,612.00	\$ 222,834.22	700%	\$ 56,536.56

## Notes:

- This standard Schedule of Values is contingent upon an approved customer credit application.
- Romtec will invoice monthly for work completed related to all payment milestones above.
- All payments are due NET 30 of invoice date.
- Romtec does not accept partial payments nor any offsets/retainage.
- Payment obligations are not contingent upon customer receipt of payment from any external entity nor per the terms of any external agreement.
- Any failure to meet payment obligations may void these terms and grants Romtec the right to require new terms, including the right to require prepayment of all remaining milestones.
- At the time the customer formally authorizes Romtec to proceed with production and delivery, Romtec will confirm the delivery date with the customer. Note that Romtec does NOT have capacity for long term storage of completed goods, and the customer must accept delivery no later than the agreed date. If necessary, the customer must arrange for storage of delivered goods at a different location. Regardless of any customer caused delay of delivery, Romtec will invoice for completed goods that are ready to ship.



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Enhance Quality of Life

ACTION REQUESTED:  
Motion

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to approve Payment #33 in the amount of \$1,213.00 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:


ACTION REQUESTED:

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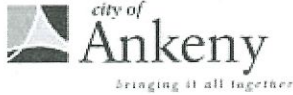
ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Pay Application 33</a>

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** Ankeny Senior Community Center  
**Contractor:** Shive-Hattery  
**Address:** PO Box 1599 - Cedar Rapids, Iowa 52106-1599  
**Finance Budget Code:** 905.2905.4210 **Finance Project #** 905.421  
**Vendor Project or Invoice #:** 4185992-35 **PO #**  
**Original Contract Date:** October 28, 2019 **Vendor #** 8471

**Date of Council Meeting:** October 16, 2023 ✓ **PAYMENT REQUEST #** 33 ✓  
**PAYMENT PERIOD:** From: July 22, 2023 Through: September 22, 2023

## Contract Summary

Original Contract Amount:	\$	601,000.00	
Net change by Change Orders:	\$	159,700.00	
Contract Amount to Date: (line 1 ± 2)	\$	760,700.00	
Total completed and stored to date:	\$	753,009.92	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	753,009.92	
Less previous applications for payment:	\$	751,796.92	
SUBTOTAL	\$	1,213.00	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	1,213.00	✓
Balance to finish, including retainage:	\$	7,690.08	✓
Contract Time Remaining (If applicable)	-	Working Days	

172,021

**Construction Contractor Approval:** Shive-Hattery  
Firm Name  
Signature: Lindsey Mathews Date: September 29, 2023

**Engineer / Consultant Approval:**  
Firm Name  
Signature  
Date

**City of Ankeny Staff Approval:**  
Signature: Mike Schrock Date: 10/02/2023

**Submit to:** Mike Schrock  
**E-mail:** mschrock@ankenyiowa.gov **Phone:** (515) 965-6426 **Fax:** (515) 963-3537



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Pag

No.	Date	Amount
1	November 26, 2019	\$ 11,360.31
2	January 6, 2020	\$ 102,092.10
3	February 4, 2020	\$ 56,760.84
4	March 13, 2020	\$ 156,169.56
5	May 8, 2020	\$ 143,061.64
6	June 19, 2020	\$ 29,757.40
7	September 17, 2020	\$ 8,679.20
8	October 16, 2020	\$ 40,268.17
9	November 13, 2020	\$ 20,723.00
10	January 15, 2021	\$ 8,665.00
11	February 12, 2021	\$ 19,300.00
12	March 12, 2021	\$ 15,362.73
13	April 23, 2021	\$ 4,496.35
14	June 25, 2021	\$ 19,246.07
15	July 30, 2021	\$ 8,269.18
16	September 17, 2021	\$ 19,013.19
17	October 15, 2021	\$ 35,971.80
18	November 12, 2021	\$ 10,077.64
19	December 5, 2021	\$ 3,003.33
20	January 14, 2022	\$ 9,293.28
21	February 11, 2022	\$ 2,275.40
22	March 11, 2022	\$ 3,334.30
23	April 22, 2022	\$ 4,974.40
24	May 26, 2022	\$ 2,347.80
25	August 2, 2022	\$ 6,197.31
26	October 7, 2022	\$ 4,255.40
27	November 11, 2021	\$ 960.70
28	January 27, 2023	\$ 3,812.51
29	March 21, 2023	\$ 750.10
30	May 17, 2023	\$ 499.50
31	June 16, 2023	\$ 818.71
32	July 26, 2023	\$ 258.50
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 752,055.42

Record of Change Orders

No.	Date	Amount
1	Geothermal Wells	\$ 24,000.00
2	Parking Lot & Storm	\$ 16,400.00
3	Amendment #3	\$ 28,900.00
4	Amendment #4	\$ 19,900.00
5	Amendment #5	\$ 20,000.00
6	Amendment #6	\$ 10,500.00
7	Amendment #7	\$ 5,000.00
8	Amendment #8	\$ 15,000.00
9	Amendment #9	\$ 10,000.00
10	Amendment #10	\$ 10,000.00
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25		

CHANGE ORDER TOTAL = \$ 159,700.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	0.0

# Billing Backup

Shive-Hattery, Inc.

Phase 73 C-Admin - Amend-10 Add Services

			Hours	Rate	Total	
Grade 3 Professional Staff						
000977	Harbaugh, Anthony	8/24/2023	.50	138.00	69.00	
000977	Harbaugh, Anthony	9/15/2023	.50	138.00	69.00	
000977	Harbaugh, Anthony	9/18/2023	1.00	138.00	138.00	
Grade 6 Professional Staff						
000566	Hinds, Ronald	8/9/2023	.30	185.00	55.50	
000566	Hinds, Ronald	8/24/2023	.30	185.00	55.50	
000566	Hinds, Ronald	9/18/2023	.50	185.00	92.50	
Grade 8 Professional Staff						
000347	Wehr, Todd	8/1/2023	.30	221.00	66.30	
000347	Wehr, Todd	8/9/2023	.30	221.00	66.30	
000347	Wehr, Todd	8/24/2023	.30	221.00	66.30	
000347	Wehr, Todd	8/25/2023	.20	221.00	44.20	
000347	Wehr, Todd	9/5/2023	.20	221.00	44.20	
000347	Wehr, Todd	9/15/2023	.50	221.00	110.50	
000347	Wehr, Todd	9/18/2023	1.00	221.00	221.00	
000347	Wehr, Todd	9/20/2023	.20	221.00	44.20	
Grade 6 Technician						
000588	Mathews, Lindsey	7/25/2023	.50	141.00	70.50	
	Totals		6.60		1,213.00	✓
	Total Labor					1,213.00

Total this Report \$1,213.00 ✓

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

ACH PAYMENTS NOW ACCEPTED. PLEASE EMAIL AR@SHIVE-HATTERY.COM FOR DETAILS.



ACH PAYMENTS NOW ACCEPTED. PLEASE EMAIL [AR@SHIVE-HATTERY.COM](mailto:AR@SHIVE-HATTERY.COM) FOR DETAILS.



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Motion

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to approve Payment #6 in the amount of \$27,341.73 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:


ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Pay Application 6</a>



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** Fire Station No. 4  
**Contractor:** Savage-Ver Ploeg & Associates, Inc., dba SVPA Architects Inc.  
**Address:** 1466 28th Street, Suite 200, West Des Moines, IA 50266  
**Finance Budget Code:** 901.1901.4210 **Finance Project Code:** 901.4210  
**Vendor Project or Invoice #:** 23019.00/#38751 **PO #**  
**Original Contract Date:** March 6, 2023 **Vendor #** 1859

**Date of Council Meeting** 16-Oct-23 **PAYMENT REQUEST #** 6  
**PAYMENT PERIOD:** From: 08/28/23 through: 09/24/23

## Contract Summary

Original Contract Amount:	\$ 348,400.00
Net change by Change Orders:	\$ -
Contract Amount to Date: (line 1 ± 2)	\$ 348,400.00
Total completed and stored to date:	\$ 135,179.20
Retainage: 0 % of Completed Work:	\$ -
Total Earned less Retainage:	\$ 135,179.20
Less previous applications for payment:	\$ 108,004.00
SUBTOTAL	\$ 27,175.20

OTHER CHARGES (Please attach an itemized list) \$ 166.53

**CURRENT PAYMENT DUE** \$ 27,341.73

Balance to finish, including retainage: \$ 213,220.80

Contract Time Remaining (If applicable) - WORKING DAYS

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

## Construction Contractor Approval:

Firm Name

Signature

Date

## Engineer/Consultant Approval:

SVPA Architects

Firm Name

Signature

9/28/2023

Date

## City of Ankeny Staff Approval

Signature

9/28/2023

Date

Submit to: Mike Schrock, Assistant City Manager

Email: mschrock@ankenyiowa.gov

Phone: 515-965-6420

Fax:



www.svpa-architects.com  
Phone 515.327.5990

1466 28th Street, Suite 200  
West Des Moines, Iowa 50266

Mike Schrock  
City of Ankeny  
410 West First Street  
Ankeny, IA 50023-0944

September 28, 2023  
Project No: 23019.00  
Invoice No: 0038914

Project 23019.00 Ankeny Fire Station #4  
Beyond Fee: Snyder & Associates Survey Services \$4,600.  
Professional Services from August 28, 2023 to September 24, 2023

Phase 03 Schematic Design  
Fee

Billing Phase	Fee	Percent Complete	Earned
Schematic Design	52,260.00	100.00	52,260.00
Design Development	69,680.00	100.00	69,680.00
Construction Documents	132,392.00	10.00	13,239.20
Bidding/Negotiation	6,968.00	0.00	0.00
Construction Administration	87,100.00	0.00	0.00
Total Fee	348,400.00		135,179.20
		Previous Fee Billing	108,004.00
		Current Fee Billing	27,175.20
		<b>Total Fee</b>	<b>27,175.20</b>
		<b>Total this Phase</b>	<b>\$27,175.20</b>

Phase 04 Design Development

**Reimbursable Expenses**

Printing	144.91	
Mileage & Parking	21.62	
<b>Total Reimbursables</b>	<b>166.53</b>	<b>166.53</b>
	<b>Total this Phase</b>	<b>\$166.53</b>
	<b>Total this Invoice</b>	<b>\$27,341.73</b>

**Billings to Date**

	Current	Prior	Total
Fee	27,175.20	108,004.00	135,179.20

Project	23019.00	Ankeny Fire Station #4	Invoice	0038914
Consultant	0.00	4,600.00	4,600.00	
Expense	166.53	402.17	568.70	
Unit	0.00	209.61	209.61	
<b>Totals</b>	<b>27,341.73</b>	<b>113,215.78</b>	<b>140,557.51</b>	

Authorized By: Robert F. Ormsby

Robert Ormsby

# RAPIDS REPRODUCTIONS

Remit to and Mailing Address:  
PO Box 11277 • Cedar Rapids, Iowa 52410



CHARGE INVOICE 193086-0  
White copy = Customer/Invoice

Acct#/Dept: 14068 Invoice date: 09/14/23  
Rep/OrdWrt: 4226 2170

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SVPA ARCHITECTS INC  
SUITE 200  
1466 28TH STREET  
WEST DES MOINES

IA 50266

S SVPA ARCHITECTS INC  
h SUITE 200  
i 1466 28TH STREET  
p WEST DES MOINES IA 50266  
T  
o Customer P/O: 23019

Ord	Ship	Un	Item#	Co	Description	Unit\$	Extended\$
288	288	SF	RXMPLOTSQFT		XEROX, PLOT, BND, MULTIPLE, SQ, FT	.454	130.75
1	1	EA	DELIVER		RAPIDS REPRO DELIVERY FEE	5.000	5.00
JOB: 2 COPIES OF ANKENY FIRE STATION #4 PRINTS ORDERED BY KAREN, DELIVER TO JOHN STASKA @ 1312 - COPPER MOUNTAIN DR, N. LIBERTY							

Return Policy: Authorized returns only, subject to 15% restocking charge.  
TERMS: NET 30: FIN CHG: 1%/MO ON BAL OVER 30 DAYS

Sub-Total 135.75

Tax 9.16  
TOTAL 144.91

Open charge account invoices paid with a credit card,  
will be charged a 3% convenience fee.

Please inspect all items for any possible discrepancies or damage during transport.

Cedar Falls  
6201 Chancellor Dr  
Cedar Falls, IA 50613  
319 277 5538

Cedar Rapids  
6015 Huntington Ct NE  
Cedar Rapids, IA 52402  
319 364 2473

Clive  
1980 NW 94th St  
Clive, IA 50325  
515 251 3222

Davenport  
3672 Elmore Ave  
Davenport, IA 52807  
563 445 3081

Dubuque  
696 Central Ave  
Dubuque, IA 52001  
563 556 3030

Iowa City  
415 Highland Ave Suite 100  
Iowa City, IA 52240  
319 354 5950

**MILEAGE**

NAME:

Danielle Williams

WEEK ENDING

9/22/2023

DATE	TO	JOB#	PROJECT	MILES
8/17/2023	Ankeny	23019	Ankeny FS #4	33
9/12/2023	Polk City	22064	OWL LT SC	32
9/13/2023	Polk City	22064	OWL LT SC	32
Total				97.0

OTHER			
DATE	PROJECT	EXPENSE	EXPLANATION
8/21/2023	SVPA 1 or 2	\$ 43.84	Gas, see photo
8/29/2023	SVPA 1 or 2	\$ 21.87	Gas, see photo
8/29/2023	SVPA 1 or 2	\$31.61	Gas, see photo
9/12/2023	SVPA 1	\$ 57.77	Gas, see photo

33 miles @ .655 = \$ 21.62 ✓





m-vogl@svpa-architects.com

Invoice Total \$17,150.00

Robert Ormsby  
SVPA Architects, Inc.  
1466 28th Street, Suite 200  
West Des Moines, IA 50266

September 18, 2023  
Invoice No: 23002142.00 - 3  
Project #:  
PO #:  
Contract #:  
Work Order #:

Project 23002142.00 City of Ankeny, IA / Ankeny, IA / Ankeny Fire Station #4  
Fixed Fee \$122,500 Plus Expenses  
Professional Services from August 14, 2023 to September 10, 2023  
Fee

Phase	Fee	%	Fee Earned	Previous Billing	Current Billing
MEPT Schematic Design	14,025.00	100.00	14,025.00	14,025.00	0.00
Structural Construction Admin.	5,800.00	0.00	0.00	0.00	0.00
Structural Schematic Design	4,350.00	100.00	4,350.00	4,350.00	0.00
MEPT Design Development	18,700.00	100.00	18,700.00	5,610.00	13,090.00
Structural Design Development	5,800.00	100.00	5,800.00	1,740.00	4,060.00
MEPT Construction Docs	37,400.00	0.00	0.00	0.00	0.00
Structural Construction Docs	11,600.00	0.00	0.00	0.00	0.00
MEPT Bidding	4,675.00	0.00	0.00	0.00	0.00
Structural Bidding	1,450.00	0.00	0.00	0.00	0.00
MEPT Construction Admin.	18,700.00	0.00	0.00	0.00	0.00
Total Fee	122,500.00		42,875.00	25,725.00	17,150.00
Total Fee					17,150.00
Total this Invoice					<u>\$17,150.00</u>

Please direct any questions to [accountsreceivable@imegcorp.com](mailto:accountsreceivable@imegcorp.com). If you would like to pay your invoice by credit card, please click on the hyperlink below. Please note, this is available for US clients only. You may also find a 'Pay Now' button on our website at [imegcorp.com](http://imegcorp.com).

Click here to [Pay via credit card](#).

\*\* For payments by check, please reference invoice number on remittance stub and mail to:

IMEG  
623 26th Avenue  
Rock Island, IL 61201

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Effective October 1, 2023, IMEG imposes a surcharge of 3% when paying with a credit card, which is not greater than our cost of acceptance. The adjustment will appear on your receipt. We do not surcharge debit cards. Any payments made with a debit card, check/cash, or ACH will not include a surcharge.

623 26th Avenue, Rock Island, IL 61201  
➤309.788.0673 ➤Fax: 309.786.5967 ➤[imegcorp.com](http://imegcorp.com)



# SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

## INVOICE FOR PROFESSIONAL SERVICES

August 31, 2023

Bob Ormsby  
SVPA Architects, Inc.  
1466 28th Street  
Suite 200  
West Des Moines, IA 50266

Invoice No: 123.0384.01 - 3

Email m-vogl@svpa-architects.com

Project 123.0384.01 Ankeny Fire Station No. 4

### Professional Services through July 31, 2023

#### Basic Services Lump Sum Fees

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Survey Services	4,600.00	100.00	4,600.00	4,600.00	0.00
Final Plat	4,200.00	0.00	0.00	0.00	0.00
Preliminary Design	14,600.00	100.00	14,600.00	10,950.00	3,650.00
Storm Water Management Plan	3,800.00	50.00	1,900.00	0.00	1,900.00
Final Design and Const. Docs	15,200.00	0.00	0.00	0.00	0.00
Bidding Assistance	1,000.00	0.00	0.00	0.00	0.00
Total Fee	43,400.00		21,100.00	15,550.00	5,550.00
Total Lump Sum Fees					5,550.00
Phase Subtotal					\$5,550.00
Billings to Date	Total 21,100.00	Prior 15,550.00	Current 5,550.00		

#### Construction Services

Construction Admin	Task Subtotal	0.00
	Phase Subtotal	0.00

Amount Due this Invoice \$5,550.00

Billings to Date	Total 21,100.00	Prior 15,550.00	Current 5,550.00
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Eric Cannon

REMIT TO: SNYDER & ASSOCIATES, INC.  
Mailing: PO Box 1159 | Ankeny, IA 50021  
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938  
Federal E.I.N. 42-1379015  
SNYDER-ASSOCIATES.COM



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the October 16, 2023 Accounts Payable.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):



PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

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ATTACHMENTS:

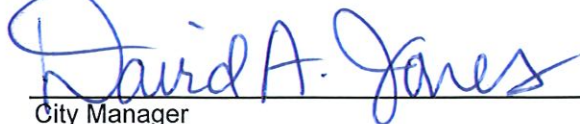
Click to download
 <a href="#">AP Recap</a>
 <a href="#">AP Check Report</a>

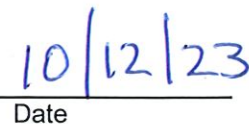
**CITY OF ANKENY**  
**ACCOUNTS PAYABLE RECAP**  
**OCTOBER 16, 2023**

Fund		PAYMENTS
100	General Fund	\$ 343,892.60
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	-
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	64,536.10
270	Seizure Fund	10,743.00
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	974.75
300	Debt Service Fund	-
430	Library Foundation Fund	434.70
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	-
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	104,701.48
510	Water Fund	951,477.82
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	620,509.56
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	16,804.63
590	Golf Course Fund	37,494.90
600-699	Enterprise Project Funds	888,682.57
710	Revolving Fund	6,125.90
720	Risk Management Fund	78,708.29
730	Health Insurance Fund	1,418.71
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	-
892-998	Capital Projects Funds	2,077,588.39
Sub Total		\$ 5,204,093.40
Payroll Totals		1,411,129.89
Service Transfers/ACH Drafts		(205,937.17)
Agenda Payments Approved Separately		(2,953,202.46)
Grand Total		<u>\$ 3,456,083.66</u>

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.

  
City Manager

  
Date



VENDOR SET: 01 City of Ankeny  
 BANK: APFNB FIRST NATIONAL BANK AMES  
 DATE RANGE:10/05/2023 THRU 10/18/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711	BRIAN A STEINFELDT							
I-230963	9/9-9/15/23 NORTH ZONE	R	10/16/2023	5,306.72		245442		
I-230965	9/16-9/22/23 SOUTH ZONE	R	10/16/2023	4,667.22		245442		
I-230966	9/16-9/22/23 NORTH ZONE	R	10/16/2023	4,492.57		245442		
I-230967	9/16-9/22/23 HIGH PROFILE	R	10/16/2023	3,391.18		245442		
I-230970	09/23-09/29/23 HIGH PROFILE	R	10/16/2023	3,391.18		245442		21,248.87
	*** VENDOR TOTALS ***					1 CHECKS		21,248.87
001844	A TECH INC-TCI							
I-596337	SECURITY SYSTEM SVC CALL-OC	E	10/18/2023	165.00		008082		165.00
	*** VENDOR TOTALS ***					1 CHECKS		165.00
004997	ABSOLUTE CONCRETE							
I-PAY 15-3RD ST UTLT	PAY 15-3RD ST UTLTY IMP-PH1	R	10/16/2023	251,679.60		245443		251,679.60
004997	ABSOLUTE CONCRETE							
I-PAY12-36THSTRECON	PAY12-NE 36TH ST RECON/I35/4MD	R	10/16/2023	551,604.11		245444		551,604.11
	*** VENDOR TOTALS ***					2 CHECKS		803,283.71
008578	ACCESS TECHNOLOGIES INC							
I-INV1447743	8/31/23-9/29/23 STATEMENT	R	10/16/2023	1,634.67		245445		1,634.67
	*** VENDOR TOTALS ***					1 CHECKS		1,634.67
000164	G & S HARDWARE INC							
I-209231/2	POWER EQUIPMENT - MU	R	10/16/2023	37.50		245446		
I-209239/2	POOL TAPE - AC	R	10/16/2023	10.99		245446		
I-209246/2	SOCKET ADPTR -AC	R	10/16/2023	13.99		245446		
I-209247/2	SHOP SUPPLIES - PKS	R	10/16/2023	28.93		245446		
I-209266/2 10/03/23	2 CYCLE OIL - PKS SHOP	R	10/16/2023	239.52		245446		330.93
	*** VENDOR TOTALS ***					1 CHECKS		330.93
005541	ACUSHNET COMPANY							
C-916651076	CR:MERCHANDISE FOR RESALE	R	10/16/2023	37.80CR		245447		
C-916679727	CR: MERCHANDISE FOR RESALE	R	10/16/2023	3.10CR		245447		
I-916596812	MERCHANDISE FOR RESALE	R	10/16/2023	116.62		245447		
I-916644587	MERCHANDISE FOR RESALE	R	10/16/2023	1,096.20		245447		1,171.92
	*** VENDOR TOTALS ***					1 CHECKS		1,171.92
011899	ADVEXURE LLC							
I-SP-315303	DRONE PURCHASE - PD	E	10/18/2023	21,293.82		008142		21,293.82
	*** VENDOR TOTALS ***					1 CHECKS		21,293.82
009981	ALL CITY MANAGEMENT SERVICES,							
I-88023	9/10-9/23/23 CROSSING GUARDS	E	10/18/2023	6,319.23		008127		6,319.23
	*** VENDOR TOTALS ***					1 CHECKS		6,319.23

VENDOR SET: 01 City of Ankeny  
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 DATE RANGE:10/05/2023 THRU 10/18/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009679	ALL STAR CONCRETE LLC							
I-PAY 2-ORLBR/CRKVV	PAY 2-ORLBR/CONVNC/CRKVV SGNL	R	10/16/2023	42,851.90		245448		
I-PAY4-23PCCRECON	PAY 4-2023 PCC RECON-SE 8TH	R	10/16/2023	3,177.75		245448		46,029.65
	*** VENDOR TOTALS ***					1 CHECKS		46,029.65
004778	ALLENDER BUTZKE ENGINEERS							
I-231323A	SOIL BORINGS FS NO. 4	R	10/16/2023	4,100.00		245449		4,100.00
	*** VENDOR TOTALS ***					1 CHECKS		4,100.00
006994	ALLIANCE CONSTRUCTION GROUP LL							
I-PAY 5-23PCCRECON	PAY 5-23 PCC RECON-CRKVV DR	R	10/16/2023	53,893.16		245450		53,893.16
	*** VENDOR TOTALS ***					1 CHECKS		53,893.16
009262	AMAZON CAPITAL SERVICES INC							
C-14V4-7PWW-MWM7	CR: FILE FOLDERS - HR	E	10/18/2023	101.94CR		008122		
C-1MC9-NFVY-7CQG	CR: LOOP BANDS - FD	E	10/18/2023	98.85CR		008122		
I-133V-VNFM-VPMW	MULTIMEDIA - KL	E	10/18/2023	268.48		008122		
I-14LH-V3GL-RC4J	SPECIAL PROGRAM SNACKS-KL	E	10/18/2023	104.41		008122		
I-14V4-7PWW-P6J3	MISC BOOKS - KL	E	10/18/2023	22.24		008122		
I-16PY-LDXP-JMQN	MULTIMEDIA -KL	E	10/18/2023	39.96		008122		
I-16PY-LDXP-MF13	MULTIMEDIA -KL	E	10/18/2023	29.98		008122		
I-17KW-6PNW-3V3V	MISC BOOKS - KL	E	10/18/2023	17.99		008122		
I-1C47-1XLG-96Q1	WEBCAMS - TRAFFIC	E	10/18/2023	209.97		008122		
I-1CNW-YX3R-KGHN	STAMP - MU	E	10/18/2023	28.88		008122		
I-1D11-H3V1-193V	LABEL TAPE - KL	E	10/18/2023	61.15		008122		
I-1DJM-NXC4-W9JK	FILTERS FOR LIGHTS - PD	E	10/18/2023	25.96		008122		
I-1F7D-1FGJ-H7LG	MULTIMEDIA- KL	E	10/18/2023	11.29		008122		
I-1FHP-7MJG-GNYN	MULTIMEDIA - KL	E	10/18/2023	27.70		008122		
I-1FPH-Q4C4-N7QV	FILE FOLDERS - HR	E	10/18/2023	109.00		008122		
I-1GQ4-XDQC-3Q91	TOOL KITS - PSB	E	10/18/2023	43.98		008122		
I-1H6Q-3RQR-RHKM	SOCCER CONES - P&R	E	10/18/2023	79.98		008122		
I-1HHQ-JC1D-FP61	MISC BOOKS - KL	E	10/18/2023	305.31		008122		
I-1HHQ-JC1D-PJ3P	MULTIMEDIA - KL	E	10/18/2023	42.92		008122		
I-1HP6-RNPG-6WY4	GUASE PADS/WALL CHARGER-P&R	E	10/18/2023	180.88		008122		
I-1HY6-6W7Y-DXWT	MULTIMEDIA-KL	E	10/18/2023	24.10		008122		
I-1J71-CVV6-7WDC	SCISSORS/CRAFT SUPPLIES-ACC	E	10/18/2023	573.26		008122		
I-1JHW-F9RG-JPTV	FLASH DRIVES - PD	E	10/18/2023	128.80		008122		
I-1LDH-Y6Q9-LJXC	MISC BOOKS - KL	E	10/18/2023	20.18		008122		
I-1LW9-6FMF-LYRQ	MULTIMEDIA - KL	E	10/18/2023	16.98		008122		
I-1MLP-X3X6-PJ6N	MISC BOOKS -KL	E	10/18/2023	86.98		008122		
I-1P4H-G4RM-4D71	SWEATSHIRTS - PKS	E	10/18/2023	124.98		008122		
I-1P6V-MDYN-KK1N	MULTIMEDIA -KL	E	10/18/2023	43.98		008122		
I-1PQ9-FYDM-NV4M	MULTIMEDIA -KL	E	10/18/2023	15.20		008122		
I-1QHL-NJTL-6LNX	BATTERIES - OC	E	10/18/2023	5.10		008122		
I-1QKC-3LCR-LQWK	MULTIMEDIA - KL	E	10/18/2023	44.92		008122		
I-1RLD-G1YH-H99C	HEADPHONE ADPTRS/BOX/MISC-ACC	E	10/18/2023	60.91		008122		
I-1T3V-MFQK-CF9L	ART CENTER SIGN LIGHT	E	10/18/2023	159.98		008122		
I-1VRG-FMRG-FMJX	UNIT #69 PARTS	E	10/18/2023	39.95		008122		

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE:10/05/2023 THRU 10/18/2023

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
I-1XFF-XCG1-NDR4	MULTIMEDIA - KL	E	10/18/2023	26.87		008122		
I-1XKG-KJD7-3TR1	MISC BOOKS -KL	E	10/18/2023	434.70		008122		
I-1YRJ-PRKH-NTN4	MULTIMEDIA - KL	E	10/18/2023	70.94		008122		3,287.12
			*** VENDOR TOTALS ***			1 CHECKS		3,287.12
001236	AMERICAN WATER WORKS ASSOCIATI							
I-1383	2023 LEADERSHIP INST-J. HETH	R	10/16/2023	925.00		245451		925.00
			*** VENDOR TOTALS ***			1 CHECKS		925.00
000043	ANKENY COMMUNITY SCHOOLS							
I-10/2023 GYM USE	10/2023 GYM USE PAYMENT	R	10/16/2023	5,700.00		245452		5,700.00
			*** VENDOR TOTALS ***			1 CHECKS		5,700.00
004201	TSJM TOWING SERVICE LLC							
I-23-56391	TOW/HOOK FEE - PD	R	10/16/2023	123.00		245453		123.00
			*** VENDOR TOTALS ***			1 CHECKS		123.00
009326	RYAN ARENDSE							
I-09/11/23-09/22/23	9/11-9/22 TRAVEL REIMBURSEMENT	E	10/18/2023	207.20		008158		207.20
			*** VENDOR TOTALS ***			1 CHECKS		207.20
000057	ARNOLD MOTOR SUPPLY							
I-15NV161663	PLASTIC BONDING SUPPLIES-CG	R	10/16/2023	18.45		245454		18.45
			*** VENDOR TOTALS ***			1 CHECKS		18.45
008024	AUREON COMMUNICATIONS LLC							
I-10/2023	10/01/23-10/31/23 STATEMENT	E	10/18/2023	952.36		008118		952.36
			*** VENDOR TOTALS ***			1 CHECKS		952.36
000067	BAKER & TAYLOR INC							
I-2037815396	MISC BOOKS -KL	E	10/18/2023	321.47		008068		
I-2037821310	MISC BOOKS - KL	E	10/18/2023	1,815.14		008068		
I-2037827043	MISC BOOKS - KL	E	10/18/2023	373.72		008068		
I-2037833623	MISC BOOKS -KL	E	10/18/2023	406.74		008068		
I-2037834736	MISC BOOKS -KL	E	10/18/2023	513.92		008068		
I-2037836420	MISC BOOKS -KL	E	10/18/2023	1,239.45		008068		
I-2037851441	MISC BOOKS -KL	E	10/18/2023	385.62		008068		5,056.06
			*** VENDOR TOTALS ***			1 CHECKS		5,056.06
002479	AMIN BAKRI							
I-07/23-09/23FITNESS	07/23-09/23 FITNESS REIMBRSMNT	R	10/16/2023	54.00		245455		54.00
			*** VENDOR TOTALS ***			1 CHECKS		54.00

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 BANK: APFNB FIRST NATIONAL BANK AMES  
 DATE RANGE: 10/05/2023 THRU 10/18/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005279	BASCOM TRUCK & AUTOMOTIVE INC							
I-412858	UNIT #123 REPAIRS	E	10/18/2023	157.59		008106		157.59
	*** VENDOR TOTALS ***					1 CHECKS		157.59
001291	BOB BASH							
I-07/23-09/23	FITNESS 07/23-09/23 FITNESS REMBRSMNT	E	10/18/2023	54.00		008080		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
006127	BATTERIES PLUS BULBS #203							
I-P65605399	BATTERIES - PD	R	10/16/2023	239.50		245456		
I-P65798761	BATTERIES - MU	R	10/16/2023	14.99		245456		254.49
	*** VENDOR TOTALS ***					1 CHECKS		254.49
010118	BEACON ATHLETICS LLC							
I-0579162-IN	PRO TARP PIN WITH BUCKET-PRSC	E	10/18/2023	169.00		008129		169.00
	*** VENDOR TOTALS ***					1 CHECKS		169.00
006349	HY-VEE INC-BDI							
I-62128	ALCOHOL FOR RESALE - OC	R	10/16/2023	808.77		245457		808.77
	*** VENDOR TOTALS ***					1 CHECKS		808.77
005950	BLACKSTONE AUDIO INC							
I-2121656	MISC BOOKS/SHELF SVCS-KL	R	10/16/2023	173.35		245458		173.35
	*** VENDOR TOTALS ***					1 CHECKS		173.35
011947	TIMOTHY BOARDMAN							
I-09/2023	SIEZEDFUNDS 09/2023 SIEZED FUNDS 23-001188	R	10/16/2023	2,669.19		245459		2,669.19
	*** VENDOR TOTALS ***					1 CHECKS		2,669.19
007515	EFFLUENT INC							
I-I7296	03/2023 RENTALS - PRSC	R	10/16/2023	374.00		245460		
I-I7447	04/2023 RENTALS - PRSC	R	10/16/2023	374.00		245460		
I-I8304	08/2023 RENTALS -PKS	R	10/16/2023	743.00		245460		
I-I8535	09/2023 RENTALS - PKS	R	10/16/2023	743.00		245460		2,234.00
	*** VENDOR TOTALS ***					1 CHECKS		2,234.00
003135	BOOKPAGE							
I-S80849	11/23-10/24 BOOKPAGE PRINT	R	10/16/2023	720.00		245461		720.00
	*** VENDOR TOTALS ***					1 CHECKS		720.00
009487	BOOT BARN INC							
I-INV00301115	SAFETY APPAREL - CG	E	10/18/2023	229.98		008125		
I-INV00301116	BOOTS - J. HETH	E	10/18/2023	125.99		008125		355.97
	*** VENDOR TOTALS ***					1 CHECKS		355.97

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE:10/05/2023 THRU 10/18/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005174	BOUND TREE MEDICAL LLC							
I-85097941	EMS SUPPLIES - FD	R	10/16/2023	30.00		245462		
I-85103802	EMS SUPPLIES - FD	R	10/16/2023	102.24		245462		
I-85103803	EMS SUPPLIES - FD	R	10/16/2023	73.56		245462		
I-85105383	EMS SUPPLIES - FD	R	10/16/2023	577.01		245462		782.81
	*** VENDOR TOTALS ***					1 CHECKS		782.81
000127	BRICK GENTRY PC							
I-405747	8/25/2023 STATEMENT 224.001	R	10/16/2023	2,475.00		245463		
I-405752	8/25/2023 STATEMENT 224.011	R	10/16/2023	990.00		245463		
I-406665	9/25/2023 STATEMENT 224.016	R	10/16/2023	120.00		245463		
I-406666	09/25/2023 STATEMENT 224.008	R	10/16/2023	195.00		245463		
I-406667	9/25/2023 STATEMENT 224.000	R	10/16/2023	610.00		245463		
I-406670	09/25/2023 STATEMENT 224.010	R	10/16/2023	75.00		245463		
I-406671	9/25/2023 STATEMENT 224.003	R	10/16/2023	60.00		245463		
I-406672	9/25/2023 STATEMENT 224.011	R	10/16/2023	840.00		245463		
I-406673	9/25/2023 STATEMENT 224.014	R	10/16/2023	555.00		245463		5,920.00
	*** VENDOR TOTALS ***					1 CHECKS		5,920.00
004334	JARED BRIGHT							
I-07/23-09/23FITNESS	07/23-09/23 FITNESS RMBRSMNT	E	10/18/2023	54.00		008098		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
008929	JULIE BROADHEAD							
I-07/23-08/23FITNESS	07/23-08/23 FITNESS REMBRSMNT	R	10/16/2023	36.00		245464		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
010157	CALIBER CONCRETE LLC							
I-PAY 1-UPTOWN PKNG	PAY 1-UPTOWN PARKING IMP	R	10/16/2023	160,126.03		245465		160,126.03
	*** VENDOR TOTALS ***					1 CHECKS		160,126.03
000385	CAPITAL CITY EQUIPMENT CO							
I-13374	UNIT #665 KUBOTA UTLTY VEHICLE	E	10/18/2023	39,031.04		008075		
I-39698D	UNIT #202 PARTS	E	10/18/2023	198.44		008075		
I-39728D	UNIT #640 PARTS	E	10/18/2023	317.61		008075		39,547.09
	*** VENDOR TOTALS ***					1 CHECKS		39,547.09
000117	CARMEN'S FLOWERS							
I-015817	PLANT - L. HERSELIUS	R	10/16/2023	45.00		245466		45.00
	*** VENDOR TOTALS ***					1 CHECKS		45.00
000453	CARQUEST AUTO PARTS							
I-2330-805412	UNIT #925 PARTS	R	10/16/2023	36.05		245467		
I-2330-805588	UNIT #228 PARTS	R	10/16/2023	24.84		245467		
I-2330-805591	UNIT #313 PARTS	R	10/16/2023	9.44		245467		
I-2330-805604	UNIT #228 PARTS	R	10/16/2023	16.27		245467		
I-2330-805655	UNIT #313 PARTS	R	10/16/2023	8.74		245467		
I-2330-805977	UNIT #240 PARTS	R	10/16/2023	36.74		245467		



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I-2330-806058	UNIT #228 PARTS	R	10/16/2023	41.11		245467		
I-2330-806075	AIR FILTER - OCM	R	10/16/2023	10.99		245467		
I-2330-806077	UNIT #260 PARTS	R	10/16/2023	25.89		245467		210.07
	*** VENDOR TOTALS ***					1 CHECKS		210.07
007955	CELLEBRITE USA INC							
I-INVUS260230	CELLEBRITE RENEWAL - PD	R	10/16/2023	4,300.00		245468		4,300.00
	*** VENDOR TOTALS ***					1 CHECKS		4,300.00
004613	CENTRAL IOWA DISTRIBUTING							
I-01000138	JANITORIAL SUPPLIES - PKS	E	10/18/2023	1,315.00		008101		
I-01001331	BLACK BAGS/TOWELS/TLBX -PRSC	E	10/18/2023	716.00		008101		
I-01001458	CPULL DISPENSER - PRSC	E	10/18/2023	46.00		008101		2,077.00
	*** VENDOR TOTALS ***					1 CHECKS		2,077.00
011576	CINTAS CORPORATION							
I-4169787855	BANQUET SUPPLY RENTALS-OC	R	10/16/2023	241.33		245469		241.33
	*** VENDOR TOTALS ***					1 CHECKS		241.33
002726	CITY OF DES MOINES TREASURY							
I-132674	FY24 #5 WRA MONTHLY ALLOCATION	R	10/16/2023	563,129.90		245470		563,129.90
	*** VENDOR TOTALS ***					1 CHECKS		563,129.90
002407	CIVIL DESIGN ADVANTAGE LLC							
I-42534 #5	PAY 5-OC TRNK SWR EXT-PH4	E	10/18/2023	8,096.50		008089		
I-42535 #7	PAY 7-NW 36TH ST/WEIGEL HMA	E	10/18/2023	18,874.50		008089		26,971.00
	*** VENDOR TOTALS ***					1 CHECKS		26,971.00
011808	GABRIELLE CLARK							
I-07/08/2023 YOGA	07/08/2023 YOGA IN THE PARK	R	10/16/2023	25.00		245471		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
001732	ROGER CLEVELAND GOLF CO INC							
I-7660357 SO	SPECIAL ORDER MERCH -OC	R	10/16/2023	906.98		245472		906.98
	*** VENDOR TOTALS ***					1 CHECKS		906.98
000706	RYAN COMER							
I-09/2023 BOOTS	09/2023 BOOTS	R	10/16/2023	134.95		245473		134.95
	*** VENDOR TOTALS ***					1 CHECKS		134.95
011627	CONCRETE POLYFIX, INC							
I-2023-10-03	CONCRETE SLAB FIX-PRAC	E	10/18/2023	990.00		008137		990.00
	*** VENDOR TOTALS ***					1 CHECKS		990.00

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009277	CONVERGE ONE INC							
I-IE9110924	NIMBLE SAN CLUSTER - RENEWAL	E	10/18/2023	1,037.42		008123		
I-IE9113462	NIMBLE SAN CLUSTER - RENEWAL	E	10/18/2023	7,838.58		008123		
I-IE9113703	MERAKI SWITCH REPLACEMENT	E	10/18/2023	32,269.49		008123		
I-IE9113808	ETHERNET CABLE - IT	E	10/18/2023	222.00		008123		41,367.49
	*** VENDOR TOTALS ***					1 CHECKS		41,367.49
000595	CORE & MAIN LP							
I-T622184	STREET SUPPLIES - PW	R	10/16/2023	515.99		245474		515.99
	*** VENDOR TOTALS ***					1 CHECKS		515.99
003533	5 TRAILS INC							
I-18658	PLAQUES - P&R	R	10/16/2023	60.80		245475		60.80
	*** VENDOR TOTALS ***					1 CHECKS		60.80
009280	KALE CUMMINGS							
I-09/2023 SHOES	09/2023 SHOE REIMBURSEMENT	E	10/18/2023	100.31		008157		
I-09/2023FITNESS	09/2023 FITNESS RMBSMNT	E	10/18/2023	18.00		008157		118.31
	*** VENDOR TOTALS ***					1 CHECKS		118.31
001654	CUMMINS, INC							
C-J4-38074	CR: UNIT #220 PARTS	E	10/18/2023	270.00CR		008081		
C-J4-38379	CR: UNIT #121 PARTS	E	10/18/2023	270.00CR		008081		
C-J4-38522	CR: UNIT #123 PARTS	E	10/18/2023	13.50CR		008081		
I-J4-30036	#123 GENERATOR REPAIRS	E	10/18/2023	3,316.97		008081		
I-J4-34104	UNIT #121 PARTS	E	10/18/2023	107.82		008081		
I-J4-34237	UNIT #122 PARTS	E	10/18/2023	98.01		008081		
I-J4-37335	UNIT #120 PARTS	E	10/18/2023	116.50		008081		
I-J4-38228	#121 TURBO	E	10/18/2023	2,082.14		008081		
I-J4-38299	UNIT #123 PARTS	E	10/18/2023	52.56		008081		5,220.50
	*** VENDOR TOTALS ***					1 CHECKS		5,220.50
007845	DEER CREEK ANKENY INC							
I-RES#2021-328	WTR MN/SDWK OVRSZ-NE 4ML DR CR	R	10/16/2023	37,259.75		245476		37,259.75
	*** VENDOR TOTALS ***					1 CHECKS		37,259.75
010180	AUSTIN DEMERS							
I-08/14/23-9/13/23ML	8/14-9/13/23 MILEAGE	E	10/18/2023	19.65		008159		19.65
	*** VENDOR TOTALS ***					1 CHECKS		19.65
011530	DES MOINES AREA COMMUNITY COLL							
I-S1554391	DMACC TERM 1-PARAMEDICS	R	10/16/2023	10,065.00		245477		10,065.00
	*** VENDOR TOTALS ***					1 CHECKS		10,065.00

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000160	DES MOINES WATER WORKS							
I-005039	9/27/23 STATEMENT	R	10/16/2023	129,108.95		245478		
I-005040	9/27/23 STATEMENT	R	10/16/2023	160,951.14		245478		
I-084542	9/27/23 STATEMENT	R	10/16/2023	75.00		245478		
I-084793	9/27/23 STATEMENT	R	10/16/2023	141,983.90		245478		
I-099890	9/27/23 STATEMENT	R	10/16/2023	166,377.29		245478		
I-101656	9/27/23 STATEMENT	R	10/16/2023	140,052.38		245478		738,548.66
	*** VENDOR TOTALS ***					1 CHECKS		738,548.66
000161	DEWEY FORD INC							
C-292454	CR: VOID OF INV 604840 FOW	R	10/16/2023	2.93CR		245479		
I-611812	FOW UNIT #317 PARTS	R	10/16/2023	12.87		245479		9.94
	*** VENDOR TOTALS ***					1 CHECKS		9.94
002810	PETER DIDONATO							
I-09/2023	BOOTS 09/2023 BOOT REIMBURSEMENT	R	10/16/2023	140.00		245480		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
004568	DOLL DISTRIBUTING LLC							
I-1348640	ALCOHOL FOR RESALE - HAWKEYE	E	10/18/2023	253.30		008100		
I-1348663	ALCOHOL FOR RESALE - OC	E	10/18/2023	325.12		008100		
I-1351454	ALCOHOL FOR RESALE -HAWKEYE	E	10/18/2023	138.30		008100		
I-1353652	ALCOHOL FOR RESALE - OC	E	10/18/2023	465.22		008100		1,181.94
	*** VENDOR TOTALS ***					1 CHECKS		1,181.94
002143	DOORS INC							
I-339385	KEYS - PSB	E	10/18/2023	25.00		008087		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
006319	EDWARD DON AND COMPANY							
I-30788422	TRAY RECT BLACK-OC	R	10/16/2023	73.56		245481		
I-30871110	FOOD/SUPPLIES FOR RESALE-OC	R	10/16/2023	696.84		245481		770.40
	*** VENDOR TOTALS ***					1 CHECKS		770.40
000628	EIDE BAILLY LLP							
I-EI01570015	HOTLINE SUBMISSION REPORT	E	10/18/2023	75.00		008077		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
005340	ELDER CORPORATION							
I-PAY 7-18TH	RECON PAY 7-18TH ST RECON ASH/ANKBVD	R	10/16/2023	432,321.96		245482		432,321.96
005340	ELDER CORPORATION							
I-PAY 7-DELRECON5/4M	PAY 7-DEL AVE RECON-5TH/4MCRK	R	10/16/2023	346,662.08		245483		346,662.08
	*** VENDOR TOTALS ***					2 CHECKS		778,984.04

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000186	ELECTRONIC ENGINEERING							
I-120015872-1	UNIT #97 REPAIRS	E	10/18/2023	125.00		008069		125.00
	*** VENDOR TOTALS ***					1 CHECKS		125.00
003443	EMBARKIT INC							
I-65316	AUDIOVISUAL TECH - PD	E	10/18/2023	859.00		008094		859.00
	*** VENDOR TOTALS ***					1 CHECKS		859.00
011454	ENCORE DANCE ACADEMY							
I-09/23-10/23	09/23-10/23 DANCE CLASSES	E	10/18/2023	1,936.00		008133		1,936.00
	*** VENDOR TOTALS ***					1 CHECKS		1,936.00
008516	TINA ERICKSON							
I-08/23-09/23	FITNESS 08/23-09/23 FITNESS RMBRSMT	E	10/18/2023	36.00		008152		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
011600	FINE PROPERTIES LLC							
I-1013	CITY CAR WASHES - PD	E	10/18/2023	846.00		008136		846.00
	*** VENDOR TOTALS ***					1 CHECKS		846.00
007648	DAIOHS USA INC							
I-8938	COFFEE SERVICES - CH	E	10/18/2023	182.56		008115		182.56
	*** VENDOR TOTALS ***					1 CHECKS		182.56
010286	AT&T MOBILITY II LLC							
I-09272023 FD	08/20/23-9/19/23 STATEMENT-FD	R	10/16/2023	843.15		245484		843.15
010286	AT&T MOBILITY II LLC							
I-09272023 PD	08/20/23-09/19/23 STATEMENT-PD	R	10/16/2023	1,847.55		245485		1,847.55
	*** VENDOR TOTALS ***					2 CHECKS		2,690.70
002635	FUN EXPRESS LLC							
I-72645113201	MISC HALLOWEEN SUPPLIES P&R	R	10/16/2023	250.12		245486		
I-72661487101	CHRISTMAS CRAFT KIT	R	10/16/2023	221.26		245486		471.38
	*** VENDOR TOTALS ***					1 CHECKS		471.38
000211	GALE							
I-82687205	SEPTEMBER LG PRINT DIST 5 PLN	E	10/18/2023	121.49		008070		121.49
	*** VENDOR TOTALS ***					1 CHECKS		121.49
003712	GALLS, LLC							
C-025730386	CR: UNIFORMS - PD	R	10/16/2023	12.50	CR	245487		
I-025685942	UNIFORMS - FD	R	10/16/2023	149.67		245487		
I-025685954	UNIFORMS - FD	R	10/16/2023	243.73		245487		
I-025685994	UNIFORMS - PD	R	10/16/2023	13.60		245487		
I-025706580	UNIFORMS - PD	R	10/16/2023	12.50		245487		
I-025719414	UNIFORMS - PD	R	10/16/2023	394.36		245487		
I-025732832	UNIFORMS - FD	R	10/16/2023	86.18		245487		

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I-025732833	UNIFORMS - FD	R	10/16/2023	208.89		245487		
I-025732838	UNIFORMS - FD	R	10/16/2023	69.64		245487		
I-025732849	UNIFORMS - FD	R	10/16/2023	43.09		245487		
I-025732858	UNIFORMS - FD	R	10/16/2023	43.09		245487		
I-025743075	UNIFORMS - FD	R	10/16/2023	257.16		245487		
I-025778818	UNIFORMS - PD	R	10/16/2023	13.60		245487		1,523.01
			*** VENDOR TOTALS ***			1 CHECKS		1,523.01
000751	DAWN GEAN							
I-09/27/2023	09/2023 FOOD REIMBURSEMENT	E	10/18/2023	23.67		008078		23.67
			*** VENDOR TOTALS ***			1 CHECKS		23.67
004643	DEBRA L GERVAIS							
I-07/23-08/23	FITNESS 07/23-08/23 FITNESS RMBSMNT	E	10/18/2023	36.00		008102		36.00
			*** VENDOR TOTALS ***			1 CHECKS		36.00
011595	NATHAN GOBELL							
I-08/2023	BOOTS 08/2023 BOOT REIMBURSEMENT	E	10/18/2023	122.99		008164		122.99
			*** VENDOR TOTALS ***			1 CHECKS		122.99
006969	HORTENCIA GONZALEZ							
I-07/29/2023	YOGA 07/29/23 YOGA IN THE PARK	R	10/16/2023	25.00		245488		25.00
			*** VENDOR TOTALS ***			1 CHECKS		25.00
009054	GPS INDUSTRIES LLC							
I-CONO15988	10/2023 CNCT CNTRL/VISAGE RNTL	R	10/16/2023	2,189.00		245489		2,189.00
			*** VENDOR TOTALS ***			1 CHECKS		2,189.00
006152	ANNETTE GRAEVE							
I-07/23-09/23	FITNESS 07/23-09/23 FITNESS RMBSMNT	E	10/18/2023	69.96		008147		69.96
			*** VENDOR TOTALS ***			1 CHECKS		69.96
000227	GRAINGER							
I-9839478295	GREASE - MU	E	10/18/2023	757.86		008071		
I-9845736538	EYESHIELD BRACKET - MU	E	10/18/2023	12.20		008071		
I-9846279306	GRINDER SHIELD/BRCKT-MU	E	10/18/2023	29.20		008071		
I-9847504421	RR SIGN -PKS	E	10/18/2023	22.52		008071		
I-9849579439	FLOOR JACK PARTS - PW	E	10/18/2023	174.04		008071		
I-9849988622	SEALANT/URINAL SCREEN - MU	E	10/18/2023	118.68		008071		
I-9851250523	UNIT #743 PARTS	E	10/18/2023	329.34		008071		
I-9851804394	BALLAST FOR WALL -PRSC	E	10/18/2023	172.86		008071		
I-9851952615	WALL PACK FOR BACK ENTRNCE-FD	E	10/18/2023	173.75		008071		
I-9855718947	EMRG LIGHT -LAKESIDE	E	10/18/2023	66.54		008071		
I-9857023247	TSTAT/KNIFE - PD	E	10/18/2023	89.37		008071		
I-9857837844	DRAIN PRIMER - PKS	E	10/18/2023	272.02		008071		
I-9858223259	LIGHT BULBS - PD	E	10/18/2023	238.00		008071		2,456.38
			*** VENDOR TOTALS ***			1 CHECKS		2,456.38



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011835	GRANITE EXCAVATING LLC							
	I-PAY 5-ANKB TRNS MN PAY 5-S ANK BVD TRNSMSN MN	R	10/16/2023	146,493.61		245490		146,493.61
	*** VENDOR TOTALS ***					1 CHECKS		146,493.61
006348	GRAZIANO BROTHERS INC							
	I-239666 FOOD FOR RESALE - OC	E	10/18/2023	212.05		008111		212.05
	*** VENDOR TOTALS ***					1 CHECKS		212.05
009556	GROUP CREATIVE SERVICES, LLC							
	I-385 PAY4 FINAL PAY4 FNL-IRVNDLE TRLHD PUB ART	R	10/16/2023	135,000.00		245491		135,000.00
	*** VENDOR TOTALS ***					1 CHECKS		135,000.00
005159	JOHN GUZMAN III							
	I-07/23-09/23FITNESS 07/23-09/23 FITNESS RMBSMNT	R	10/16/2023	54.00		245492		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
005993	HANDLEY LAW FIRM							
	I-10/09/2023 SEPTEMBER 2023 SERVICES - PD	E	10/18/2023	12,040.00		008110		12,040.00
	*** VENDOR TOTALS ***					1 CHECKS		12,040.00
001978	HAWKINS INC							
	I-6588385 AZONE/SODIUM HYDROXIDE-MU	R	10/16/2023	760.29		245493		760.29
	*** VENDOR TOTALS ***					1 CHECKS		760.29
003452	HDR ENGINEERING INC							
	I-1200560306 #13 PAY 13-IRVNDLE ELVTD STRGE TNK	R	10/16/2023	4,620.00		245494		4,620.00
	*** VENDOR TOTALS ***					1 CHECKS		4,620.00
011843	MARK HEATH							
	I-07/23-09/23FITNESS 07/23-09/23FITNESS RMBSMNT	E	10/18/2023	54.00		008167		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
011660	HGS, LLC							
	I-PAY 6-RKCRK GRNBLT PAY 6-RK CRK GRNBLT-NTV VEGTN	R	10/16/2023	4,231.30		245495		4,231.30
	*** VENDOR TOTALS ***					1 CHECKS		4,231.30
004853	HOLT TIRE SERVICE INC							
	I-215956 UNIT #877 MOUNT TIRE	E	10/18/2023	33.00		008104		33.00
	*** VENDOR TOTALS ***					1 CHECKS		33.00
011769	HMG LAND MANAGEMENT LLC							
	I-908 2023 NATIVE VEGETATION	E	10/18/2023	8,311.25		008140		8,311.25
	*** VENDOR TOTALS ***					1 CHECKS		8,311.25

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004196	HYDRAQUIP LTD							
I-71883	UNIT #820-HOSE	R	10/16/2023	60.69		245496		60.69
	*** VENDOR TOTALS ***					1 CHECKS		60.69
000959	PAUL HUBBARD							
I-08/23-10/23PARKOUR	08/23-10/23 PARKOUR	E	10/18/2023	672.00		008143		672.00
	*** VENDOR TOTALS ***					1 CHECKS		672.00
005515	BRIAN W HUGGINS							
I-07/23-09/23FITNESS	07/23-09/23FITNESS RMBSMNT	R	10/16/2023	54.00		245497		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
000253	HY-VEE INC							
I-240546	BREAK ROOM SUPPLIES - PW	R	10/16/2023	66.79		245498		66.79
	*** VENDOR TOTALS ***					1 CHECKS		66.79
009565	INFOSEND INCORPORATED							
I-245960	08/2023 MAIL SERVICES	R	10/16/2023	13,523.84		245499		
I-247834	09/2023 MAIL SERVICES	R	10/16/2023	10,187.62		245499		23,711.46
	*** VENDOR TOTALS ***					1 CHECKS		23,711.46
000407	INTERSTATE ALL BATTERY CENTER							
I-1925901007828	BATTERIES - MU	R	10/16/2023	13.40		245500		
I-1925901007856	BATTERIES - MU	R	10/16/2023	131.25		245500		144.65
	*** VENDOR TOTALS ***					1 CHECKS		144.65
000266	INTERSTATE BATTERY SYSTEM							
I-902656	UNIT #242 BATTERIES	E	10/18/2023	397.90		008072		397.90
	*** VENDOR TOTALS ***					1 CHECKS		397.90
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4887642	ALCOHOL FOR RESALE -OC	R	10/16/2023	475.15		245501		
I-W-4894708	ALCOHOL FOR RESALE - OC	R	10/16/2023	239.60		245501		714.75
	*** VENDOR TOTALS ***					1 CHECKS		714.75
000752	IOWA DNR/OPERATOR CERTIFICATIO							
I-#1086 FY24	FY24 ANNUAL WATER USE FEE	R	10/16/2023	115.00		245502		115.00
	*** VENDOR TOTALS ***					1 CHECKS		115.00
000269	IOWA DEPT OF TRANSPORTATION							
I-AGG SMPLR-LOPREATO	AGGREGATE SAMPLER-LOPREATO	R	10/16/2023	60.00		245503		
I-HMA SMPLR-LORPREAT	HMA SAMPLER - LOPREATO	R	10/16/2023	60.00		245503		
I-PCC LEVELI-LOPREAT	PCC LEVEL I RECERT-LOPREATO	R	10/16/2023	120.00		245503		240.00
	*** VENDOR TOTALS ***					1 CHECKS		240.00

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001220	IOWA ENGINEERING SOCIETY							
I-2815	FY24 MEMBERSHIP-MUELLER	R	10/16/2023	245.00		245504		245.00
	*** VENDOR TOTALS ***					1 CHECKS		245.00
007091	IOWA LAW ENFORCEMENT ACADEMY							
I-324711	LANGLEY ILEA TUITION FEES	R	10/16/2023	7,100.00		245505		7,100.00
	*** VENDOR TOTALS ***					1 CHECKS		7,100.00
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV87799	INSTALL 4-WORK COMP PREM 23-24	R	10/16/2023	47,005.00		245506		47,005.00
	*** VENDOR TOTALS ***					1 CHECKS		47,005.00
003226	IOWA ONE CALL							
I-254524	8/31/2023 FTP - MU	E	10/18/2023	1,470.60		008092		
I-254737	8/31/2023 EMAIL - TRFC	E	10/18/2023	232.20		008092		1,702.80
	*** VENDOR TOTALS ***					1 CHECKS		1,702.80
011763	IOWA POND GUY, LLC							
I-4185	POND MAINTENANCE-PRSC	E	10/18/2023	1,436.00		008139		1,436.00
	*** VENDOR TOTALS ***					1 CHECKS		1,436.00
008611	J & K CONTRACTING LLC							
I-PAY 3-4MCRKTRNKSWR	PAY 3-N 4MILE CRK TRUNK SEWER	R	10/16/2023	359,094.57		245507		359,094.57
	*** VENDOR TOTALS ***					1 CHECKS		359,094.57
011893	JC CONSTRUCTION							
I-PAY2FNL-SCHLWLK	PAY2FNL-SCHOOL WALKABILITY IMP	R	10/16/2023	85,211.91		245508		85,211.91
011893	JC CONSTRUCTION							
I-RTNG-SCHLWLKBLTY	RTNG- SCHOOL WALKABILITY IMP	R	10/16/2023	7,296.95		245509		7,296.95
	*** VENDOR TOTALS ***					2 CHECKS		92,508.86
007827	JEO CONSULTING GROUP INC							
I-144835 #12	PAY 12-3RD ST IMP -PH2	E	10/18/2023	412.50		008116		
I-144867 #6	PAY 6-TRANSPORTATION MSTR PLN	E	10/18/2023	29,206.25		008116		29,618.75
	*** VENDOR TOTALS ***					1 CHECKS		29,618.75
000292	KARL CHEVROLET INC							
I-CVCB930335 A	#77 VEHICLE REPAIRS	R	10/16/2023	1,521.58		245510		
I-CVCB930335 B	#77 VEHICLE REPAIRS	R	10/16/2023	833.50		245510		
I-CVCB946845	REPAIR HAIL DAMAGE	R	10/16/2023	9,367.90		245510		
I-RO 953279	REPAIRS CSO TRUCK	R	10/16/2023	2,121.69		245510		
I-ZZCS64024	CSO TRUCK REPLACEMENT	R	10/16/2023	16,202.87		245510		
I-ZZCS66563	CSO VEHICLE REPLACEMENT	R	10/16/2023	1,091.00		245510		31,138.54
	*** VENDOR TOTALS ***					1 CHECKS		31,138.54

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004783	KELTEK INCORPORATED							
I-9085	UNIT #72 INSTALLS	E	10/18/2023	16,353.01		008103		16,353.01
	*** VENDOR TOTALS ***					1 CHECKS		16,353.01
009201	KIESLER POLICE SUPPLY INC							
I-IN223927	SPEER 9MM CLEANFIRE AMMO	E	10/18/2023	14,797.00		008121		
I-IN223928 A	FEDERAL 223 CAL BONDED	E	10/18/2023	10,976.80		008121		
I-IN223928 B	SPEER 9MM TMJ	E	10/18/2023	11,572.00		008121		
I-IN223928 C	FEDERAL SHOTSHELLS	E	10/18/2023	920.00		008121		38,265.80
	*** VENDOR TOTALS ***					1 CHECKS		38,265.80
011839	KIMCO USA, INC							
I-9917	SALT CONVEYOR PARTS - PW	R	10/16/2023	121.98		245511		121.98
	*** VENDOR TOTALS ***					1 CHECKS		121.98
008587	KINZLER CONSTRUCTION SERVICES							
I-2317595.0001	OIL & LUBE DOOR SERVICE-ACC	R	10/16/2023	101.50		245512		101.50
	*** VENDOR TOTALS ***					1 CHECKS		101.50
000908	KIRKHAM MICHAEL & ASSOCIATES I							
I-94448 #11	PAY 11-WSTWDS STM SWR EXT	E	10/18/2023	18,082.64		008079		
I-94460/94278 #2	PAY 2-62ND ST BOX CLVRT DSN	E	10/18/2023	9,035.00		008079		27,117.64
	*** VENDOR TOTALS ***					1 CHECKS		27,117.64
011848	DLF USA INC							
I-SI-2413343	SUN & SHADE MIX - MU	E	10/18/2023	561.00		008141		561.00
	*** VENDOR TOTALS ***					1 CHECKS		561.00
011568	LEXISNEXIS RISK SOLUTIONS FL I							
I-6967963-20230930	AVCC SBSRT 9/1/23-9/30/23	E	10/18/2023	515.00		008135		515.00
	*** VENDOR TOTALS ***					1 CHECKS		515.00
009465	LIBERTY HOLDINGS INC							
I-223149	9/18/23 C4WRC-20/SORRENTO RED	R	10/16/2023	1,205.00		245513		1,205.00
	*** VENDOR TOTALS ***					1 CHECKS		1,205.00
000402	LINDE GAS & EQUIPMENT							
I-38643295	8/20-9/20 WELDING RENTAL-PKS	R	10/16/2023	42.22		245514		42.22
	*** VENDOR TOTALS ***					1 CHECKS		42.22
011948	JAMIE GALE							
I-10/06/2023CLASS	10/06/23 LITTLE OM BIG OM YOGA	E	10/18/2023	85.00		008170		85.00
	*** VENDOR TOTALS ***					1 CHECKS		85.00

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000285	LUBE-TECH & PARTNERS LLC							
I-3312119	EXHAUST FLUID - CG	E	10/18/2023	508.00		008073		508.00
	*** VENDOR TOTALS ***					1 CHECKS		508.00
011602	COLT MONINGER							
I-10/03/2023	SLIDE REPAIRS-PKS MNT	R	10/16/2023	5,830.00		245515		5,830.00
	*** VENDOR TOTALS ***					1 CHECKS		5,830.00
002207	MANATTS INC							
I-5112212	9/07/23 C-4WR-C20	E	10/18/2023	2,960.00		008088		
I-5112990	FUEL STATION CONCRETE	E	10/18/2023	3,020.00		008088		
I-5114032	9/20/23 C-4WR-C20	E	10/18/2023	942.50		008088		
I-5114665	9/26/23 C-4WR-C20	E	10/18/2023	1,450.00		008088		8,372.50
	*** VENDOR TOTALS ***					1 CHECKS		8,372.50
001799	MARTIN MARIETTA AGGREGATE							
I-40250965	FUELING STATION REPAIRS - CG	R	10/16/2023	949.15		245516		
I-40270295	9/05/23 1" CLEAN	R	10/16/2023	1,136.23		245516		
I-40365815	9/13/23 CLASS A	R	10/16/2023	938.39		245516		
I-40382679	9/14/23 CLASS A	R	10/16/2023	1,253.47		245516		
I-40398436	9/15/23 CLASS A	R	10/16/2023	1,274.65		245516		
I-40414012	9/18/23 CLASS A	R	10/16/2023	743.78		245516		6,295.67
	*** VENDOR TOTALS ***					1 CHECKS		6,295.67
009346	MARY'S CLEANING CARE INC							
I-33013	SEPTEMBER CLEANING - FS#1	R	10/16/2023	383.00		245517		
I-33015	SEPTEMBER CLEANING - PSB	R	10/16/2023	1,190.00		245517		
I-33061	9/3 CLEANING-LAKESIDE CENTER	R	10/16/2023	150.00		245517		
I-33062	9/3/23 CLEANING -OEC	R	10/16/2023	95.00		245517		
I-33078	JANITORIAL SUPPLIES -ACC	R	10/16/2023	659.00		245517		
I-33079	JANITORIAL SUPPLIES - FS#1	R	10/16/2023	37.00		245517		
I-33080	JANITORIAL SUPPLIES - PW	R	10/16/2023	37.00		245517		
I-33081	JANITORIAL SUPPLIES-KL	R	10/16/2023	259.00		245517		
I-33082	JANITORIAL SUPPLIES - PSB	R	10/16/2023	74.00		245517		2,884.00
	*** VENDOR TOTALS ***					1 CHECKS		2,884.00
002183	MCCLURE ENGINEERING CO							
I-211008-10 #18	PAY 18-18THST RECON ASH/ANKBVD	R	10/16/2023	28,785.56		245518		28,785.56
	*** VENDOR TOTALS ***					1 CHECKS		28,785.56
011499	KATHERINE MCGRANE							
I-09/07/2023LGI	09/2023 LGI REVIEW	E	10/18/2023	70.00		008163		70.00
	*** VENDOR TOTALS ***					1 CHECKS		70.00



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001671	MCC IOWA LLC							
I-10/01/23-10/31/23	10/01/23-10/31/23 DEDICATE INT	R	10/16/2023	500.00		245519		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
001864	MEDIX OCCUPATIONAL HEALTH SERV							
I-27079	SEPT 2023 SERVICES	E	10/18/2023	288.00		008083		288.00
	*** VENDOR TOTALS ***					1 CHECKS		288.00
004747	MENARDS							
I-89601	CANOPY - RAGBRAI	R	10/16/2023	359.97		245520		
I-89602	BATTERIES/SHIRTS-PRSC	R	10/16/2023	187.88		245520		
I-89605	DRILLBITS - PW	R	10/16/2023	102.96		245520		
I-89614	SAFETY SHIRTS/WSTBSKT/HOOK-PKS	R	10/16/2023	131.49		245520		
I-91941	BUILDING SUPPLIES - MU	R	10/16/2023	191.24		245520		
I-91947	PUMP MAINT SUPPLIES - MU	R	10/16/2023	47.40		245520		
I-92002	BOLT/WASHER/SCREWS - SW	R	10/16/2023	3.64		245520		
I-92284	CONCRETE MIX/SPRAYER - PRSC	R	10/16/2023	48.91		245520		
I-92287	KNIFE/GARDEN HOE- PKS	R	10/16/2023	37.96		245520		
I-92356	BRACE/NUTS/BOLTS/CLIPS - FD	R	10/16/2023	33.88		245520		
I-92393 09/21/2023	HEX HEAD SDS - AC	R	10/16/2023	7.09		245520		
I-92422	COTTON SWABS - PD	R	10/16/2023	15.48		245520		
I-92451	LED LIGHT - CG	R	10/16/2023	21.98		245520		
I-92463	BUILDING/SAFETY EQUIPMENT-MU	R	10/16/2023	512.98		245520		
I-92474	TOOLS/SUPPLIES - DEV ENG	R	10/16/2023	115.26		245520		
I-92644	SHOWERHEAD/BNKL - FD	R	10/16/2023	115.92		245520		
I-92651	HAMMER/HEX BOLT - OCM	R	10/16/2023	10.47		245520		
I-92705	TOGGLE - PW	R	10/16/2023	5.49		245520		
I-92795	SECURITY BITS - PKS	R	10/16/2023	9.99		245520		1,959.99
	*** VENDOR TOTALS ***					1 CHECKS		1,959.99
008914	BRIAN MENKE							
I-09/20/2023 MEAL	09/2023 MEAL REIMBURSEMENT	R	10/16/2023	17.64		245521		17.64
	*** VENDOR TOTALS ***					1 CHECKS		17.64
001931	METRO WASTE AUTHORITY							
I-70025253	SEPT 2023 CURB IT FEES	E	10/18/2023	104,701.48		008085		104,701.48
	*** VENDOR TOTALS ***					1 CHECKS		104,701.48
004447	RYAN MEYER							
I-5/22/23-10/5/23	5/22/23-10/5/23 MILEAGE	E	10/18/2023	95.11		008099		95.11
	*** VENDOR TOTALS ***					1 CHECKS		95.11
011800	TANYA ANN MEYER-DIDERIKSEN							
I-07/22/2023 YOGA	7/22/23 YOGA IN THE PARK	R	10/16/2023	25.00		245522		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00

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008058	CTB MIDWEST INC							
I-1831677 RI	UNIT #245 PARTS	E	10/18/2023	155.88		008119		155.88
	*** VENDOR TOTALS ***					1 CHECKS		155.88
011606	MIDWEST CRITICAL POWER LLC							
I-1602	GENERATOR REPAIRS - FS#2	R	10/16/2023	720.00		245523		720.00
	*** VENDOR TOTALS ***					1 CHECKS		720.00
1	ALLER, EMILY							
I-000202310060506	US REFUND	R	10/16/2023	98.67		245388		98.67
1	ASPENGREN, MEGAN							
I-000202310060500	US REFUND	R	10/16/2023	61.11		245389		61.11
1	BERTRAND, RACHEL							
I-000202310060469	US REFUND	R	10/16/2023	55.35		245390		55.35
1	BESSER, JENNIFER							
I-000202310060488	US REFUND	R	10/16/2023	52.12		245391		52.12
1	BOLM, DAVID R							
I-000202310060504	US REFUND	R	10/16/2023	34.23		245392		34.23
1	BOWERS, MAXWELL							
I-000202310060473	US REFUND	R	10/16/2023	54.87		245393		54.87
1	BREIDINGER, VIRGINIA							
I-000202310060480	US REFUND	R	10/16/2023	62.67		245394		62.67
1	BROWN, JOHN D							
I-000202310060498	US REFUND	R	10/16/2023	38.69		245395		38.69
1	CHRISTIANSSEN, SHAYE							
I-000202310060489	US REFUND	R	10/16/2023	51.26		245396		51.26
1	COX, LEWIS							
I-000202310060519	US REFUND	R	10/16/2023	98.67		245397		98.67
1	DAHL, ANDREA							
I-000202310060471	US REFUND	R	10/16/2023	46.15		245398		46.15
1	DELISI, ROMAN							
I-000202310060509	US REFUND	R	10/16/2023	24.52		245399		24.52

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1	DROUIN, DADE							
I-000202310060467	US REFUND	R	10/16/2023	91.69		245400		91.69
1	GREGORY, BLAKE							
I-000202310060470	US REFUND	R	10/16/2023	64.88		245401		64.88
1	HADLEY, LAUREN							
I-000202310060479	US REFUND	R	10/16/2023	57.34		245402		57.34
1	HAMPEL, STACIE							
I-000202310060493	US REFUND	R	10/16/2023	48.18		245403		48.18
1	HARP, BYRON							
I-000202310060516	US REFUND	R	10/16/2023	43.36		245404		43.36
1	HERZBERG, KRISTEN							
I-000202310060517	US REFUND	R	10/16/2023	99.65		245405		99.65
1	HOSTETLER, ANNA-MARI							
I-000202310060477	US REFUND	R	10/16/2023	99.39		245406		99.39
1	JEMERIGBE, OMASEY							
I-000202310060508	US REFUND	R	10/16/2023	34.10		245407		34.10
1	JOHNSON, ETHAN							
I-000202310060468	US REFUND	R	10/16/2023	98.49		245408		98.49
1	KENNY, DANIELLE							
I-000202310060482	US REFUND	R	10/16/2023	49.80		245409		49.80
1	KIBBY, STEVEN							
I-000202310060502	US REFUND	R	10/16/2023	55.83		245410		55.83
1	KLING, ALEXIS							
I-000202310060512	US REFUND	R	10/16/2023	60.55		245411		60.55
1	KOMAROMI, ELIZABETH							
I-000202310060472	US REFUND	R	10/16/2023	45.46		245412		45.46
1	KUENKEL, CHRISTIE							
I-000202310060499	US REFUND	R	10/16/2023	54.50		245413		54.50
1	LAKE, DYLAN							
I-000202310060503	US REFUND	R	10/16/2023	55.83		245414		55.83

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1	LUTZ, LILA M							
I-000202310060497	US REFUND	R	10/16/2023	13.11		245415		13.11
1	MACIAS, SKYLER							
I-000202310060474	US REFUND	R	10/16/2023	47.76		245416		47.76
1	MEDINA MARTINEZ, SAM							
I-000202310060492	US REFUND	R	10/16/2023	37.40		245417		37.40
1	MELLIICK, ANDREW							
I-000202310060487	US REFUND	R	10/16/2023	98.36		245418		98.36
1	NAKALIKA, SHEILA							
I-000202310060491	US REFUND	R	10/16/2023	99.12		245419		99.12
1	NGUYEN, JERRY							
I-000202310060485	US REFUND	R	10/16/2023	47.82		245420		47.82
1	NYGREN, TESS							
I-000202310060484	US REFUND	R	10/16/2023	46.14		245421		46.14
1	PARKER, PEYTON							
I-000202310060475	US REFUND	R	10/16/2023	39.89		245422		39.89
1	PIELAK, BRANNON							
I-000202310060494	US REFUND	R	10/16/2023	56.74		245423		56.74
1	PODLISKA, CG							
I-000202310060483	US REFUND	R	10/16/2023	99.10		245424		99.10
1	PRATT, TIMOTHY & SAR							
I-000202310060507	US REFUND	R	10/16/2023	36.75		245425		36.75
1	RENDLEMAN, MICHAEL							
I-000202310060505	US REFUND	R	10/16/2023	99.25		245426		99.25
1	RIDER, ARISSA							
I-000202310060481	US REFUND	R	10/16/2023	37.17		245427		37.17
1	ROGERS, CARTER							
I-000202310060518	US REFUND	R	10/16/2023	90.74		245428		90.74
1	ROSS, GENEVA							
I-000202310060514	US REFUND	R	10/16/2023	48.66		245429		48.66

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1	SADOWSKI, EMILY							
I-000202310060495	US REFUND	R	10/16/2023	57.21		245430		57.21
1	SANIGULAR, JAMES							
I-000202310060520	US REFUND	R	10/16/2023	78.84		245431		78.84
1	SHAFER, COLLIN							
I-000202310060511	US REFUND	R	10/16/2023	50.53		245432		50.53
1	SMITH, JOSEPH							
I-000202310060478	US REFUND	R	10/16/2023	41.49		245433		41.49
1	SOMMERS, BRANDON							
I-000202310060476	US REFUND	R	10/16/2023	56.82		245434		56.82
1	SSD PROPERTIES LLC							
I-000202310060515	US REFUND	R	10/16/2023	972.00		245435		972.00
1	STONEBURNER, KEATON							
I-000202310060486	US REFUND	R	10/16/2023	39.93		245436		39.93
1	TOWNSEND, WILLIAM							
I-000202310060510	US REFUND	R	10/16/2023	49.23		245437		49.23
1	TUCKER, JASMINE							
I-000202310060501	US REFUND	R	10/16/2023	65.09		245438		65.09
1	VATRES, AZMIR							
I-000202310060496	US REFUND	R	10/16/2023	45.65		245439		45.65
1	VENTEICHER, LANDYN							
I-000202310060513	US REFUND	R	10/16/2023	100.00		245440		100.00
1	WELAND, RYAN							
I-000202310060490	US REFUND	R	10/16/2023	61.37		245441		61.37
			*** VENDOR TOTALS ***			54 CHECKS		4,153.53
007976	MISSION COMMUNICATIONS LLC							
I-1080560	MANHOLE MONITOR SERVICE - MU	R	10/16/2023	239.40		245524		239.40
			*** VENDOR TOTALS ***			1 CHECKS		239.40
008606	SAMUEL A MITCHEL							
I-09/2023 DSM REG	09/2023 DSM REGISTER REMBSMNT	E	10/18/2023	6.98		008153		6.98
			*** VENDOR TOTALS ***			1 CHECKS		6.98



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003790	MOTION PICTURE LICENSING CORPO							
I-504414613	MPLC UMBRELLA LICENSE-ACC	E	10/18/2023	689.00		008095		689.00
	*** VENDOR TOTALS ***					1 CHECKS		689.00
006756	MTI DISTRIBUTING INC							
I-1391345-00	TORO DRIVETRAIN REPAIRS-PKS	R	10/16/2023	390.84		245525		
I-1406694-00	UNIT #877 KEY IGNITION	R	10/16/2023	10.84		245525		
I-1407625-00	UNIT #877 BEARING/SEAL OCM	R	10/16/2023	114.41		245525		516.09
	*** VENDOR TOTALS ***					1 CHECKS		516.09
008356	MARK D MUELLER							
I-07/23-09/23FITNESS	07/23-09/23FITNESS RMBSMNT	E	10/18/2023	54.00		008151		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
009024	BROCK MUHLBAUER							
I-07/23-09/23FITNESS	07/23-09/23 FITNESS RMBSMNT	E	10/18/2023	54.00		008156		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
002032	MUNICIPAL COLLECTIONS OF AMERI							
I-62030	09/23 COLLECTION FEES	R	10/16/2023	581.73		245526		
I-62031	09/23 COLLECTION FEES - OLD	R	10/16/2023	38.75		245526		
I-62032	09/23 COLLECTION FEES	R	10/16/2023	35.00		245526		
I-62033	09/23 COLLECTION FEES	R	10/16/2023	21.70		245526		677.18
	*** VENDOR TOTALS ***					1 CHECKS		677.18
000350	MUNICIPAL SUPPLY INC							
I-0882284-IN A	METERS - MU	R	10/16/2023	18,000.00		245527		
I-0882284-IN B	METERS - MU	R	10/16/2023	416.00		245527		
I-0885492-IN	METERS - MU	R	10/16/2023	46.00		245527		
I-0885671-IN	VALVE BOX PARTS - MU	R	10/16/2023	3,487.50		245527		
I-0885988-IN	STREET SUPPLIES - PW	R	10/16/2023	690.80		245527		
I-0885989-IN	STREET SUPPLIES - PW	R	10/16/2023	635.78		245527		
I-0886166-IN	DISTRIBUTION PARTS - MU	R	10/16/2023	580.00		245527		
I-0886167-IN	METERS - MU	R	10/16/2023	228.50		245527		24,084.58
	*** VENDOR TOTALS ***					1 CHECKS		24,084.58
003832	KELLY MUNTER							
I-09/2023 FITNESS	09/2023 FITNESS REIMBSMNT	E	10/18/2023	94.87		008096		94.87
	*** VENDOR TOTALS ***					1 CHECKS		94.87
008618	ZACH MYERS							
I-08/23-09/23FITNESS	08/23-09/23 FITNESS RMBSMNT	R	10/16/2023	36.00		245528		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00

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003057	NAPA AUTO PARTS							
C-2986-722597	CR: UNIT #921 WARRANTY	R	10/16/2023	85.56CR		245529		
I-2986-722487	VEHICLE PARTS - MU	R	10/16/2023	122.99		245529		
I-2986-722520	UNIT #710 PARTS	R	10/16/2023	7.48		245529		
I-2986-722744	PANEL FILTER - CG	R	10/16/2023	8.53		245529		
I-2986-722753	UNIT #307 PARTS	R	10/16/2023	10.65		245529		
I-2986-722850	OIL/FUEL/AIR FILTERS - CG	R	10/16/2023	162.95		245529		
I-2986-723278	TRAILER JACK - FD TRAILER	R	10/16/2023	199.70		245529		
I-2986-723284	UNIT #302 PARTS	R	10/16/2023	87.98		245529		
I-2986-723318	UNIT #120 AIR TANK	R	10/16/2023	12.29		245529		
I-2986-723382	FUEL/OIL/AIR FILTERS - CG	R	10/16/2023	95.23		245529		
I-2986-723423	UNIT #627 PARTS	R	10/16/2023	20.78		245529		
I-2986-723436	SHOP SUPPLIES - CG	R	10/16/2023	66.40		245529		
I-2986-723513	OIL FILTERS - CG	R	10/16/2023	17.04		245529		726.46
	*** VENDOR TOTALS ***					1 CHECKS		726.46
010339	US TREASURY							
I-2023 PRO RATED INV NVG LEASE - PD		R	10/16/2023	250.00		245530		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
008409	GOVERNMENTJOBS.COM INC							
I-INV-38121	11/01/23-10/31/24 INSIGHT RNWL	R	10/16/2023	10,114.32		245531		10,114.32
	*** VENDOR TOTALS ***					1 CHECKS		10,114.32
003727	ODP BUSINESS SOLUTIONS, LLC							
I-325568026001	MARKERS/TOWELS - PD	R	10/16/2023	927.27		245532		
I-331776377001	MARKER/LINER - PD	R	10/16/2023	912.87		245532		
I-332273192001	OFFICE SUPPLIES - CH	R	10/16/2023	75.92		245532		
I-332278440001	STICKY NOTES - CH	R	10/16/2023	8.02		245532		
I-332342223001	PAPER - MU	R	10/16/2023	159.56		245532		
I-333434129001	OFFICE SUPPLIES - PSB	R	10/16/2023	69.87		245532		
I-333743746001	TONER/PAPER - WATER CUST SVC	R	10/16/2023	81.61		245532		2,235.12
	*** VENDOR TOTALS ***					1 CHECKS		2,235.12
009363	ON-TRACK CONSTRUCTION LLC							
I-PAY6-NWNTHLWNUTLTY PAY 6-NW NTHLWN UTLTY IMP		R	10/16/2023	118,277.85		245533		118,277.85
	*** VENDOR TOTALS ***					1 CHECKS		118,277.85
011908	ORGANIZE ME! OF NY, LLC							
I-10/02/2023	10/2/23 CLASS - KL	R	10/16/2023	250.00		245534		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
007878	OVERDRIVE INC							
I-06497C023337816	MULTIMEDIA - KL	E	10/18/2023	34.29		008117		
I-06497C023342949	MULTIMEDIA - KL	E	10/18/2023	885.66		008117		
I-06497C023366608	MULTIMEDIA -KL	E	10/18/2023	693.06		008117		1,613.01
	*** VENDOR TOTALS ***					1 CHECKS		1,613.01

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011850	HOLLY D PARKER							
	I-07/23-09/23	FITNESS	07/23-09/23	FITNESS RMBRSMNET	E	10/18/2023		54.00
				*** VENDOR TOTALS ***		1	CHECKS	54.00
007088	MARK A PARKS							
	I-09/11/23-09/2/23		9/11-9/22/23	MEALS/MILEAGE	R	10/16/2023		282.97
				*** VENDOR TOTALS ***		1	CHECKS	282.97
000055	C2G CORPORATION							
	I-CG19496		SHOP SUPPLIES - CG	R	10/16/2023			990.06
				*** VENDOR TOTALS ***		1	CHECKS	990.06
002046	PEAK SOFTWARE SYSTEMS INC							
	I-026352		FY24 PEAK SOFTWARE RENEWAL	R	10/16/2023			5,320.45
	I-026353		FY24 PEAK SOFTWARE RENEWAL	R	10/16/2023			4,093.40
	I-026354		FY24 PEAK SOFTWARE RENEWAL	R	10/16/2023			3,487.15
				*** VENDOR TOTALS ***		1	CHECKS	12,901.00
002717	PEPSI-COLA METROPOLITAN BOTTLI							
	I-17546465		BEVERAGES FOR RESALE - OC	E	10/18/2023			674.49
	I-18005353		BEVERAGES FOR RESALE -OC	E	10/18/2023			195.36
	I-18005357		BEVERAGES FOR RESALE - HAWKEYE	E	10/18/2023			304.91
				*** VENDOR TOTALS ***		1	CHECKS	1,174.76
009158	PERFORMANCE FOODSERVICE - THOM							
	I-7396506		FOOD FOR RESALE-OC	R	10/16/2023			711.61
	I-7402512		FOOD FOR RESALE TIN CUP	R	10/16/2023			2,027.31
	I-7405265		FOOD FOR RESALE - OC	R	10/16/2023			610.44
				*** VENDOR TOTALS ***		1	CHECKS	3,349.36
000384	PITNEY BOWES INC							
	I-1023902629		POSTAGE MACHINE REPAIRS-P&R	E	10/18/2023			662.50
				*** VENDOR TOTALS ***		1	CHECKS	662.50
003387	PJ IOWA LC PAPA JOHN'S PIZZA							
	I-159220		09/26/23 PIZZA HAWKEYE	R	10/16/2023			97.50
	I-159221		9/26/23 PIZZA HAWKEYE	R	10/16/2023			97.50
	I-159222		9/26/23 PIZZA HAWKEYE	R	10/16/2023			52.50
	I-159224		9/27/23 PIZZA HAWKEYE	R	10/16/2023			7.50
	I-159227		09/28/23 PIZZA HAWKEYE	R	10/16/2023			7.50
	I-159233		9/30 PIZZA SOCCER	R	10/16/2023			15.00
				*** VENDOR TOTALS ***		1	CHECKS	277.50

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011708	PLAYAWAY PRODUCTS LLC							
I-443614	MISC BOOKS -KL	E	10/18/2023	346.45		008138		346.45
	*** VENDOR TOTALS ***					1 CHECKS		346.45
011897	POLK COUNTY AUDITOR'S OFFICE							
I-11450	9/23 BLOOD DRAWS	R	10/16/2023	300.00		245540		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
009386	POMP'S TIRE SERVICE, INC							
I-1400122401	UNIT #317 TIRES	E	10/18/2023	558.16		008124		
I-1400122402	TIRES - SQUAD CARS	E	10/18/2023	810.00		008124		
I-1400122887	UNIT #252 ROAD SERVICE	E	10/18/2023	373.80		008124		
I-1400123220	UNIT #721 TIRES	E	10/18/2023	725.72		008124		2,467.68
	*** VENDOR TOTALS ***					1 CHECKS		2,467.68
007525	DARIUS V POTTS							
I-04/23-09/23FITNESS	04/23-09/23 FITNESS REMBRSMNT	E	10/18/2023	139.92		008149		139.92
	*** VENDOR TOTALS ***					1 CHECKS		139.92
002713	PROTEX CENTRAL INC							
I-145667	FIRE EXTNGSHRS-LKSD/OEC/AC/PKS	R	10/16/2023	901.98		245541		901.98
	*** VENDOR TOTALS ***					1 CHECKS		901.98
006757	QUALITY STRIPING INC							
I-8164	ALL-WAY STOP MARKINGS	E	10/18/2023	6,002.40		008113		6,002.40
	*** VENDOR TOTALS ***					1 CHECKS		6,002.40
001789	QUALITY TRAFFIC CONTROL INC							
I-30762	MESSAGE BOARDS - TRFC	R	10/16/2023	2,800.00		245542		2,800.00
	*** VENDOR TOTALS ***					1 CHECKS		2,800.00
006390	QUILL CORPORATION							
I-34651786	ZIPLOC SLIDER GALLON BGS-P&R	R	10/16/2023	29.86		245543		29.86
	*** VENDOR TOTALS ***					1 CHECKS		29.86
005557	RACOM CORPORATION							
I-RI-230417	P25/BEON ACCESS - FD	E	10/18/2023	2,015.25		008107		2,015.25
	*** VENDOR TOTALS ***					1 CHECKS		2,015.25
010307	REACH SPORTS MARKETING GROUP,							
I-90266	PLAYER LICENSE RENEWAL - IT	R	10/16/2023	350.00		245544		350.00
	*** VENDOR TOTALS ***					1 CHECKS		350.00

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010311	REAL FOOD 4 KIDS							
I-07/10/23-07/13/23	7/10-7/13/23 REAL FOOD 4 KIDS	E	10/18/2023	900.00		008132		
I-09/11/23-10/23/23	9/11-10/23/23 REAL FOOD 4 KIDS	E	10/18/2023	2,310.00		008132		3,210.00
	*** VENDOR TOTALS ***					1 CHECKS		3,210.00
008276	RELIANT FIRE APPARATUS INC							
I-3CI002127	LADDER - FD	R	10/16/2023	530.06		245545		530.06
	*** VENDOR TOTALS ***					1 CHECKS		530.06
011871	BLAYDEN RHONE							
I-9/27/2023	BOOT REIMBURSEMENT	E	10/18/2023	16.36		008169		16.36
	*** VENDOR TOTALS ***					1 CHECKS		16.36
003999	RINGCENTRAL INC							
I-CD_000664753	9/26/23-10/25/23 STATEMENT	E	10/18/2023	5,589.10		008097		5,589.10
	*** VENDOR TOTALS ***					1 CHECKS		5,589.10
010281	VIKKI RINKER							
I-07/23-09/23FITNESS	07/23-09/23FITNESS RMBSMNT	E	10/18/2023	54.00		008161		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
006802	ROMTEC INC							
I-INV1221 #4	PAY 4-MIDWAY PK RSTRM CONST	E	10/18/2023	109,612.00		008114		109,612.00
	*** VENDOR TOTALS ***					1 CHECKS		109,612.00
011633	KAREN ROSE							
I-09/14/23-10/19/23	9/14-10/19/23 SALSA DNCE CLASS	E	10/18/2023	780.00		008165		780.00
	*** VENDOR TOTALS ***					1 CHECKS		780.00
006366	ROTELLA'S ITALIAN BAKERY INC							
I-Z30185	FOOD FOR RESALE - OC	E	10/18/2023	61.44		008112		
I-Z32273	FOOD FOR RESALE - OC	E	10/18/2023	154.92		008112		
I-Z34795	FOOD FOR RESALE-OC	E	10/18/2023	44.48		008112		
I-Z36841	FOOD FOR RESALE - OC	E	10/18/2023	129.70		008112		
I-Z39324	FOOD FOR RESALE -OC	E	10/18/2023	40.68		008112		431.22
	*** VENDOR TOTALS ***					1 CHECKS		431.22
005463	RUETER'S RED POWER							
C-CE34685	CR: TRACTOR PARTS - PARKS	R	10/16/2023	347.40CR		245546		
I-CE36190	UNIT #228 PARTS	R	10/16/2023	728.49		245546		381.09
	*** VENDOR TOTALS ***					1 CHECKS		381.09
004079	STRAWBERRY PATCH							
I-94122	PICKLEBALL WINNERS SHIRTS-P&R	R	10/16/2023	26.00		245547		
I-94123	CITY HATS - PW	R	10/16/2023	420.00		245547		446.00
	*** VENDOR TOTALS ***					1 CHECKS		446.00



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001769	GARY SANDERS							
	I-07/23-09/23FITNESS 07/23-09/23FITNESS RMBSMNT	R	10/16/2023	54.00		245548		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
004954	CARMEN L SANTEE							
	I-07/23-09/23FITNESS 07/23-09/23 FITNESS RMBSMNT	E	10/18/2023	54.00		008146		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
006210	CAMIE SCHILTZ							
	I-07/23-09/23FITNESS 07/23-09/23 FITNESS RMBSMNT	R	10/16/2023	54.00		245549		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
006963	DAVID SCHUMACHER							
	I-09/2023 MEALS 09/11/23 MEALS/MILEAGE	E	10/18/2023	58.90		008148		58.90
	*** VENDOR TOTALS ***					1 CHECKS		58.90
000425	SECRETARY OF STATE							
	I-FY24 NOTARY-BH FY24 NOTARY RENEWAL-B. HUGGINS	R	10/16/2023	30.00		245550		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
010821	KRISTINE SEXTON							
	I-07/23-09/23FITNESS 07/23-09/23 FITNESS RMBSMNT	E	10/18/2023	54.00		008162		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
004842	THE SHERWIN-WILLIAMS CO							
	I-8021-1 PAINT - MU	R	10/16/2023	194.73		245551		194.73
	*** VENDOR TOTALS ***					1 CHECKS		194.73
008471	SHIVE-HATTERY INC							
	I-4185992-35 #33 PAY 33-ANKENY SENIOR CENTER	E	10/18/2023	1,213.00		008120		1,213.00
	*** VENDOR TOTALS ***					1 CHECKS		1,213.00
001103	SHRED-IT							
	I-8004900382 9/13/2023 SHREDDING SVCS - PD	R	10/16/2023	65.83		245552		65.83
	*** VENDOR TOTALS ***					1 CHECKS		65.83
001923	LOCAL GOVERNMENT PROFESSIONAL							
	I-2023-IC-0402 SEPTEMBER 2023 SUPPLEMENT	E	10/18/2023	615.00		008084		615.00
	*** VENDOR TOTALS ***					1 CHECKS		615.00
009078	SITEONE LANDSCAPE SUPPLY HOLDI							
	I-134914181-001 DECODERS-PRSC	R	10/16/2023	1,028.36		245553		1,028.36
	*** VENDOR TOTALS ***					1 CHECKS		1,028.36

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			DATE	AMOUNT		NO	STATUS	AMOUNT
010270	EMILY SOARES							
	I-07/23-09/23FITNESS 07/23-09/23 FITNESS RMBSMNT	E	10/18/2023	54.00		008160		54.00
			*** VENDOR TOTALS ***			1 CHECKS		54.00
002339	STAPLES CONTRACT & COMMERCIAL							
	I-3546921707 BINDERS - PD	R	10/16/2023	134.10		245554		
	I-3546921708 NOTEBOOKS - PW	R	10/16/2023	89.29		245554		
	I-3547009604 PAPER - PW	R	10/16/2023	88.74		245554		
	I-3547293576 POST IT NOTES - PD	R	10/16/2023	18.81		245554		
	I-3547365639 MARKERS - PD	R	10/16/2023	21.95		245554		
	I-3547524326 MARKERS - PD	R	10/16/2023	17.94		245554		
	I-3548010180 COFFEE - PD	R	10/16/2023	235.70		245554		
	I-3548010181 SHARPIES - PD	R	10/16/2023	43.90		245554		
	I-3548010182 STAMP - PW	R	10/16/2023	21.62		245554		672.05
			*** VENDOR TOTALS ***			1 CHECKS		672.05
002065	STAR EQUIPMENT LTD							
	I-01679316 CONCRETE SAW - PW	E	10/18/2023	1,019.00		008086		1,019.00
			*** VENDOR TOTALS ***			1 CHECKS		1,019.00
004908	MIKE STENSRUD							
	I-9/25/2023 WATER PUMP PARTS REIMBSMNT	E	10/18/2023	35.89		008145		35.89
			*** VENDOR TOTALS ***			1 CHECKS		35.89
008350	STIVERS FORD							
	I-696917/2 #96 REPAIRS	R	10/16/2023	1,171.38		245555		
	I-701355/1 UNIT #76 REPAIRS	R	10/16/2023	260.00		245555		1,431.38
			*** VENDOR TOTALS ***			1 CHECKS		1,431.38
011487	STRETCH LAWN CARE							
	I-3088 9/16-9/22/23 SOUTH ZONE B MOW	E	10/18/2023	6,245.10		008134		
	I-3089 9/23-9/29/23 SOUTH ZONE B	E	10/18/2023	6,245.10		008134		12,490.20
			*** VENDOR TOTALS ***			1 CHECKS		12,490.20
001859	SVPA ARCHITECTS INC.							
	I-0038914 #6 PAY 6-FIRE STATION NO 4	R	10/16/2023	27,341.73		245556		
	I-0038971 PSA SVPA OTTER CREEK	R	10/16/2023	854.38		245556		28,196.11
			*** VENDOR TOTALS ***			1 CHECKS		28,196.11
008803	LISA SWANEPOEL							
	I-10/03/23 FITNESS WELLNESS REIMBURSEMENT	E	10/18/2023	69.96		008155		69.96
			*** VENDOR TOTALS ***			1 CHECKS		69.96

VENDOR SET: 01 City of Ankeny  
 BANK: APFNB FIRST NATIONAL BANK AMES  
 DATE RANGE: 10/05/2023 THRU 10/18/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011685	RONALD VANCE SWISHER							
	I-07/23-09/23 FITNESS 07/23-09/23 FITNESS RMBRSMNT	E	10/18/2023	54.00		008166		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
000124	SYSCO IOWA INC							
	C-339250034 CR: FOOD FOR RESALE - OC	R	10/16/2023	15.00	CR	245557		
	C-339256830 CR: FOOD FOR RESALE - OC	R	10/16/2023	161.59	CR	245557		
	I-339163492 FOOD FOR RESALE-CFAC	R	10/16/2023	718.48		245557		
	I-339244970 FOOD FOR RESALE - OC	R	10/16/2023	92.59		245557		
	I-339246251 FOOD FOR RESALE - PRAC	R	10/16/2023	89.68		245557		
	I-339247075 FOOD FOR RESALE - OC	R	10/16/2023	727.38		245557		
	I-339249803 FOOD FOR RESALE - HAWKEYE	R	10/16/2023	294.66		245557		
	I-339251196 FOOD FOR RESALE - OC	R	10/16/2023	230.69		245557		
	I-339260381 FOOD FOR RESALE - OC	R	10/16/2023	394.80		245557		
	I-339264761 FOOD FOR RESALE - OC	R	10/16/2023	388.63		245557		2,760.32
	*** VENDOR TOTALS ***					1 CHECKS		2,760.32
010068	T-MOBILE USA INC							
	I-9/21/2023 8/21/23-9/20/23 STATEMENT	R	10/16/2023	1,031.30		245558		1,031.30
	*** VENDOR TOTALS ***					1 CHECKS		1,031.30
005911	TARGET SOLUTIONS LEARNING LLC							
	I-INV82879 TARGET SOLUTIONS TRAINING	E	10/18/2023	4,788.30		008109		4,788.30
	*** VENDOR TOTALS ***					1 CHECKS		4,788.30
009540	TELEFLEX LLC							
	I-9507499306 EMS SUPPLIES - FD	E	10/18/2023	562.50		008126		562.50
	*** VENDOR TOTALS ***					1 CHECKS		562.50
006441	TITAN MACHINERY INC							
	I-PS0159619-1 UNIT #204 PARTS	R	10/16/2023	214.25		245559		214.25
	*** VENDOR TOTALS ***					1 CHECKS		214.25
010127	TK ELEVATOR CORPORATION							
	I-1000553274 10/1-12/31/23 ELEVATOR SVC-PD	E	10/18/2023	208.95		008130		208.95
	*** VENDOR TOTALS ***					1 CHECKS		208.95
004159	TOYNE INC							
	I-IN0016688 VEHICLE PARTS - FD	R	10/16/2023	132.60		245560		132.60
	*** VENDOR TOTALS ***					1 CHECKS		132.60
004713	TRANSIT WORKS							
	I-151461 MAGNET FIELD RENEWAL-ENG	R	10/16/2023	815.00		245561		815.00
	*** VENDOR TOTALS ***					1 CHECKS		815.00

VENDOR SET: 01 City of Ankeny  
 BANK: APFNB FIRST NATIONAL BANK AMES  
 DATE RANGE: 10/05/2023 THRU 10/18/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000465	TREASURER STATE OF IOWA							
I-10/11/2023	MONTHLY SALES & EXCISE TAX	D	10/11/2023	172,137.67		002331		172,137.67
	*** VENDOR TOTALS ***					1 CHECKS		172,137.67
011455	TRIVISTA COMPANIES INC							
I-XA100012698:01	UNIT #277 PARTS	R	10/16/2023	343.17		245562		
I-XA100012827:01	UNIT #229 PARTS	R	10/16/2023	62.82		245562		405.99
	*** VENDOR TOTALS ***					1 CHECKS		405.99
010088	TRUCK CENTER COMPANIES EAST LL							
I-XA301352895:01	UNIT #220 PARTS	E	10/18/2023	112.78		008128		112.78
	*** VENDOR TOTALS ***					1 CHECKS		112.78
003278	DAVIS EQUIPMENT CORPORATION							
I-WI18308	WIRE CONNEX/LINE -PRSC	E	10/18/2023	380.72		008093		380.72
	*** VENDOR TOTALS ***					1 CHECKS		380.72
007363	TYLER TECHNOLOGIES INC							
I-025-440323	7/1-9/30/23 INSITE TRANS FEE	R	10/16/2023	38,175.20		245563		
I-025-440882	7/1-9/30/23 NOTIFY FEES	R	10/16/2023	256.20		245563		38,431.40
	*** VENDOR TOTALS ***					1 CHECKS		38,431.40
008633	HUNTER UDELHOVEN							
I-07/2023FITNESS	07/2023 FITNESS RMBSMNT	E	10/18/2023	18.00		008154		18.00
	*** VENDOR TOTALS ***					1 CHECKS		18.00
002394	THE UNDERGROUND COMPANY LTD							
I-3078	LOW WATER PRESSURE	R	10/16/2023	5,562.12		245564		5,562.12
	*** VENDOR TOTALS ***					1 CHECKS		5,562.12
004516	ST LUKE'S HEALTH RESOURCES							
I-199567	AUG 2023 TESTING DOT	R	10/16/2023	42.00		245565		42.00
	*** VENDOR TOTALS ***					1 CHECKS		42.00
005813	EXECUTIVE SERVICES INC							
I-81572	BUSINESS CARDS-A. VANDER LEESE	E	10/18/2023	46.79		008108		
I-81593	BUSINESS CARDS-M. YUSKA	E	10/18/2023	52.70		008108		
I-81861	#10 ENVELOPES - CH	E	10/18/2023	448.36		008108		547.85
	*** VENDOR TOTALS ***					1 CHECKS		547.85
002135	UPHDM OCCUPATIONAL MEDICINE							
I-196694	AUG/SEPT 2023 SERVICES	R	10/16/2023	1,134.50		245566		1,134.50
	*** VENDOR TOTALS ***					1 CHECKS		1,134.50

VENDOR SET: 01 City of Ankeny  
 BANK: APFNB FIRST NATIONAL BANK AMES  
 DATE RANGE: 10/05/2023 THRU 10/18/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005012	VAN-WALL EQUIPMENT INC							
I-6030687	UNIT #240 HYDRAULIC OIL	E	10/18/2023	126.39		008105		
I-6031725	SMALL EQUIP PARTS - PKS	E	10/18/2023	63.88		008105		
I-6032346	UNIT #841 ROUND BELT	E	10/18/2023	31.08		008105		221.35
	*** VENDOR TOTALS ***					1 CHECKS		221.35
007560	CORY VAUDT							
I-10/02/23	QUARTERLY STIPEND/MD CELL - FD	E	10/18/2023	3,870.00		008150		3,870.00
	*** VENDOR TOTALS ***					1 CHECKS		3,870.00
010279	VELOCITY SYSTEMS							
I-71205	BALLISTIC PLATES/CARRIERS	E	10/18/2023	10,743.00		008131		10,743.00
	*** VENDOR TOTALS ***					1 CHECKS		10,743.00
000519	VERMEER SALES & SERVICE IOWA							
I-E0009905	LINE LOCATOR - MU	E	10/18/2023	5,965.00		008076		5,965.00
	*** VENDOR TOTALS ***					1 CHECKS		5,965.00
011934	JEFF VON BROWN							
I-10/03/23	STORMWATER BMP REIMBURSEMENT	R	10/16/2023	1,214.90		245567		1,214.90
	*** VENDOR TOTALS ***					1 CHECKS		1,214.90
004796	WALSH DOOR & HARDWARE COMPANY							
I-802037	PD PARKING CAMERA MONITOR-IT	R	10/16/2023	191.00		245568		
I-802288 A	OC SEC CAM REPLACEMENT	R	10/16/2023	14,280.00		245568		
I-802288 B	OC CAMERA	R	10/16/2023	200.00		245568		14,671.00
	*** VENDOR TOTALS ***					1 CHECKS		14,671.00
002569	WASTE CONNECTIONS INC							
I-3568988T071	10/1-10/31/23 SVCS - CH	R	10/16/2023	65.34		245569		65.34
	*** VENDOR TOTALS ***					1 CHECKS		65.34
002926	MITCHELL WEDELL							
I-09/27/23-09/29/23	9/27-9/29/23 TRAVEL REMBRSMNT	E	10/18/2023	28.58		008144		28.58
	*** VENDOR TOTALS ***					1 CHECKS		28.58
010295	STEPHANIE A YOCCA							
I-07/15/2023 YOGA	7/15/23 YOGA IN THE PARK	R	10/16/2023	25.00		245570		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
002783	ZIEGLER INC							
I-IN001171849	UNIT #255 PARTS	E	10/18/2023	13.14		008091		13.14



VENDOR SET: 01 City of Ankeny  
 BANK: APFNB FIRST NATIONAL BANK AMES  
 DATE RANGE: 10/05/2023 THRU 10/18/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
*** VENDOR TOTALS ***						1 CHECKS		13.14

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	183	4,439,664.56	0.00	4,439,664.56
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	172,137.67	0.00	172,137.67
EFT:	103	592,291.17	0.00	592,291.17
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APFNB TOTALS:	287	5,204,093.40	0.00	5,204,093.40
BANK: APFNB TOTALS:	287	5,204,093.40	0.00	5,204,093.40
REPORT TOTALS:	287	5,204,093.40	0.00	5,204,093.40



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

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ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

---

ACTION REQUESTED:

Resolution

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LEGAL:

No Review Required

---

SUBJECT:

Consider motion to adopt **RESOLUTION** naming depositories for the City of Ankeny.

---

EXECUTIVE SUMMARY:

The attached resolution provides the following changes:

- The depository name change of Bank of the West to BMO due to an acquisition.
- The addition of Green State Credit Union with a maximum balance of \$25,000,000.
- The change of maximum balance allowed for First Interstate Bank from \$100,000,000 to \$25,000,000 as they are no longer the city's primary financial institution.
- The change of maximum balance allowed for First National Bank from \$25,000,000 to \$30,000,000 as they are now the city's primary financial institution as a result of an RFP.

---

FISCAL IMPACT: **No**

---

CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution naming the depositories of the City of Ankeny.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

---


ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">Depository Resolution</a>

## RESOLUTION 2023-

### A RESOLUTION NAMING DEPOSITORIES FOR THE CITY OF ANKENY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, that it approves the following list of financial institutions to be depositories of the City of Ankeny, Iowa, pursuant to Chapter 12C.2 of the Code of Iowa.

The Finance Officer is hereby authorized to deposit the City of Ankeny, Iowa, funds in amounts not to exceed the maximum approved for each respective financial institution as set out below:

Depository Name	Location of Home Office	Maximum Balance in effect under prior resolution	Maximum Balance in effect under this resolution
Availa Bank	Carroll, IA	\$25,000,000	\$25,000,000
Bankers Trust Company	Des Moines, IA	\$25,000,000	\$25,000,000
BMO*	San Francisco, CA	\$25,000,000	\$25,000,000
Central Bank	Storm Lake, IA	\$25,000,000	\$25,000,000
Charter Bank	Johnston, IA	\$25,000,000	\$25,000,000
Community State Bank	Ankeny, IA	\$25,000,000	\$25,000,000
Farmers State Bank	Waterloo, IA	\$25,000,000	\$25,000,000
First Interstate Bank	Billings, MT	\$100,000,000	\$25,000,000
First National Bank	Ames, IA	\$25,000,000	\$30,000,000
Great Southern Bank	Reeds Spring, MO	\$25,000,000	\$25,000,000
Green State Credit Union	North Liberty, IA	\$0	\$25,000,000
Lincoln Savings Bank	Cedar Falls, IA	\$25,000,000	\$25,000,000
Northwest Bank	Spencer, IA	\$25,000,000	\$25,000,000
Peoples Bank	Rock Valley, IA	\$25,000,000	\$25,000,000
South Story Bank & Trust	Huxley, IA	\$25,000,000	\$25,000,000
Two Rivers Bank & Trust	Burlington, IA	\$25,000,000	\$25,000,000
US Bank	Cincinnati, OH	\$25,000,000	\$25,000,000
Veridian Credit Union	Waterloo, IA	\$25,000,000	\$25,000,000
Wells Fargo Bank	Sioux Falls, SD	\$25,000,000	\$25,000,000

\*BMO completed the acquisition of Bank of the West effective 2/1/2023

Passed and approved this 16<sup>th</sup> day of October, 2023.

\_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

\_\_\_\_\_

Michelle Yuska, City Clerk





ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:  
Planning and Building

COUNCIL GOAL:  
Deliver Exceptional Service

---

ACTION REQUESTED:  
Resolution

---

LEGAL:

---

SUBJECT:

Consider motion to adopt **RESOLUTION** establishing a schedule of fees and charges for urban chickens as authorized by the City of Ankeny, Iowa Municipal Code.

---

EXECUTIVE SUMMARY:

Urban chicken permit fees shall be in accordance with an established fee schedule, which fee schedule may be modified from time to time with approval of the council.

Staff has recommended that said fee schedule be established, with said fees being effective October 16, 2023:

New permit license (annual)	\$100.00
Renewal of permit license (annual)	\$50.00

---

FISCAL IMPACT: **No**

---

CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution of establishing permit license fee schedule.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---


ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Resolution</a>

## **RESOLUTION 2023 –**

### **RESOLUTION ADOPTING A SCHEDULE OF FEES AND CHARGES FOR URBAN CHICKENS AS AUTHORIZED BY THE CITY OF ANKENY, IOWA MUNICIPAL CODE**

**WHEREAS,** The City of Ankeny in consideration of adoption of an ordinance regulating urban chickens; and

**WHEREAS,** said ordinance so states that the amount of the license shall be in accordance with an established fee schedule, which fee schedule may be modified from time to time with approval of the council; and

**WHEREAS,** the City of Ankeny staff has recommended that said fee schedule be established, with said fees being effective October 16, 2023:

- |                                       |          |
|---------------------------------------|----------|
| 1. New permit license (annual)        | \$100.00 |
| 2. Renewal of permit license (annual) | \$50.00  |

### **NOW THEREFOR, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:**

That the permit license fee schedule be established as outlined in this Resolution of the City of Ankeny, Iowa and effective October 16, 2023.

**PASSED AND APPROVED** this 16<sup>th</sup> day of October, 2023.

ATTEST:

---

Mark E. Holm, Mayor

---

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

---

ACTION REQUESTED:

Motion

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LEGAL:

---

SUBJECT:

Consider motion to authorize a temporary side-by-side position in the public works department, operations division, which will increase the authorized FTE count by one.

---

EXECUTIVE SUMMARY:

The public works operations staff has been short one person due to an extended work injury leave of absence. Due to the need for winter emergency snow removal operations, the City Manager is requesting the temporary authority to hire a fulltime employee to cover this vacancy.

---

FISCAL IMPACT: **No**

---

CITY MANAGER'S RECOMMENDATIONS:

Authorize the temporary side-by-side in the public works department to increase the FTE count by one.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

<b>Click to download</b>
No Attachments Available





ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
Planning and Building

COUNCIL GOAL:  
Ensure Economic Vitality

---

ACTION REQUESTED:  
Resolution

---

LEGAL:

---

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa regarding the voluntary urbanized annexation of certain territory adjacent to the southeast quadrant of Ankeny requested by Legacy Housby, LLC (date of hrg: 11/20/23 at 5:30 p.m.)

---

EXECUTIVE SUMMARY:

The City of Ankeny has received a request for annexation of certain territory adjacent to the City's southeastern boundary, generally located east of Interstate 35, east of SE Four Mile Drive, and North of NE 54th Avenue. The annexation area is located within two miles of the City of Des Moines and the City of Altoona, which per Iowa Code, classifies the request as an urbanized annexation. The annexation territory encompasses approximately 35.521 acres (+/-), 33.941 acres (+/-), of which are owned by property owners who have signed a petition consenting to the annexation, while 1.58 acres (+/-) are owned by property owners who have not signed a petition consenting to the annexation. The non-consenting property is included in the annexation request to avoid the creation of islands and to provide for uniform boundaries, which is required by Iowa Code. Approximately 4.157 acres (+/-) of public road right-of-way are included in the annexation as well, as the City is required to incorporate any and all county road right-of-way to the centerline of the adjacent road.

At this time, 1 of the 2 properties included in the proposed annexation has provided petitions consenting to the request. If petitions are not received for both properties, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners to avoid the creation of islands and to relate uniform boundaries. The current petitioned land area is approximately 33.941 acres (+/-), which equals 95.55% of the 35.521 (+/-) total calculated acres, excluding Polk County road right-of-way. The land area of the non-petitioned property totals 1.58 acres (+/-), equaling 4.45% of the calculated land area, excluding Polk County road right-of-way.

The annexation area is identified in the Ankeny Plan 2040 Comprehensive Plan as being suitable for Light Industrial (LI), and Open Space (OS). if the annexation request is approved by the City Development Board, it will initially be zoned R-1, One-Family Residence District, consistent with all newly incorporated properties into the City of Ankeny. A map has been included to show the annexation area in relation to Ankeny Corporate Limits.

---

**FISCAL IMPACT: No**

---

**CITY MANAGER'S RECOMMENDATIONS:**

Approve and accept resolution setting the public hearing for November 20, 2023 at 5:30 p.m.

---

**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

September 5, 2023 - City Council initiated the Legacy Housby, LLC Voluntary Urbanized Annexation.

October 3, 2023 - Plan and Zoning Commission recommended that City Council approve the Legacy Housby, LLC 80/20 Voluntary Urbanized Annexation.

---

**PUBLIC OUTREACH EFFORTS:**

Consultation meeting held on September 25, 2023.

---

**ACTION REQUESTED:**

---

**ADDITIONAL INFORMATION:**

---

**ATTACHMENTS:**

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 [Resolution](#)

 [Notice of Hearing](#)

 [Annexation Map](#)

 [Aerial Map](#)

**RESOLUTION 2023-**

**A RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA REGARDING THE VOLUNTARY URBANIZED ANNEXATION OF CERTAIN TERRITORY LOCATED ADJACENT TO THE SOUTHEAST QUADRANT OF ANKENY REQUESTED BY LEGACY HOUSBY, LLC**

---

**WHEREAS**, the titleholders of the following described property, has made application for annexation of the same to the City of Ankeny, Iowa:

**LEGAL DESCRIPTION:**

THE SOUTH 208.71 FEET OF THE WEST 450.42 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND EXCEPT THE SOUTH 416 FEET OF THE NORTH 493 FEET OF THE WEST 225 FEET, THAT PORTION LAYING NORTHWEST OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 8, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART CONVEYED TO POLK COUNTY BY WARRANTY DEED FILED JUNE 19, 1996 AND RECORDED IN BOOK 7426 PAGE 486, POLK COUNTY, IOWA. (Owner: LEGACY HOUSBY, LLC)

**LAYMAN'S DESCRIPTION:**

Approximately 33.941 acres (+/-) of land adjacent to the southeast quadrant of Ankeny and generally located north of NE 54<sup>th</sup> Avenue, east of SE Four Mile Drive.

**WHEREAS**, Section 368.7, Code of Iowa, provides that cities may, in connection with an Application for voluntary annexation, annex up to 20% of the total property to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries; and

**WHEREAS**, the said Section provides that notice of the Application shall be published in an official county newspaper at least 10 business days prior to the action by the City Council on the Application; and

**WHEREAS**, the titleholders to the property described above have filed an application pursuant to Section 368.7; and

**WHEREAS**, the City has determined, in connection with the application, to exercise its authority to annex additional territory from non-consenting owners in order to avoid the creation of an island or to create more uniform boundaries; and

**WHEREAS**, the following described property is additional territory to be annexed from non-consenting owners:

**LEGAL DESCRIPTION:**

THE SOUTH 416 FEET OF THE NORTH 493 FEET OF THE WEST 225 FEET OF THE SW 1/4 OF THE SW 1/4 OF SECTION 8, TOWNSHIP 79, RANGE 23 WEST OF THE 5TH P.M. POLK COUNTY, IOWA EXCEPT PUBLIC ROAD RIGHT OF WAY ON THE WEST SIDE THEREOF. (Owner: RICHARD W. & PEGGY J. GROVES)

**LAYMAN'S DESCRIPTION:**

Approximately 1.58 acres (+/-) of land adjacent to the southeast quadrant of Ankeny and generally located north of NE 54<sup>th</sup> Avenue, west of SE Four Mile Drive.

**WHEREAS**, Section 368.5, Code of Iowa, provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of the adjacent road.

**WHEREAS**, the said Section provides that notice of the Application shall be mailed by regular mail to the Chairperson of the County Board of Supervisors, to each owner of property that adjoins the territory, to all non-consenting owners of property, and each public utility which serves the area and by certified mail to the Chairperson of the County Board of Supervisors, to the Iowa Attorney General, Polk County Attorney, to the Metropolitan Planning Organization, Regional Planning Authority, to all affected public utilities, to all non-consenting owners of property to be annexed and to each city which adjoins the territory or is within two miles of the territory at least 14 business days prior to the action of the City Council of the Application.

**WHEREAS**, the City Council of the City of Ankeny, Iowa deems it appropriate that a public hearing be held on such proposed annexation.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa as follows:

1. A public hearing before this Council on the application for annexation described in the preamble to this resolution is hereby set for 5:30 P.M. on the 20<sup>th</sup> day of November, 2023.
2. The City Clerk is authorized and directed to publish notice of such hearing at the time and manner required by law.

**PASSED AND APPROVED** this 16<sup>th</sup> day of October, 2023.

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

**NOTICE OF PUBLIC HEARING ON APPLICATIONS FOR A VOLUNTARY URBANIZED  
ANNEXATION OF CERTAIN TERRITORY ADJACENT TO THE SOUTHEAST QUADRANT  
OF ANKENY REQUESTED BY LEGACY HOUSBY, LLC**

---

**TO:** ALL CITIZENS AND RESIDENTS OF THE CITY OF ANKENY, IOWA, AND TO ALL OTHER PERSONS WHO MAY BE ENTITLED TO NOTICE OF THE FILING OF AN APPLICATION FOR ANNEXATION UNDER THE PROVISIONS OF IOWA CODE SECTION 368.7.

**YOU ARE HEREBY NOTIFIED** that applications for annexation have been made and are under consideration by the City of Ankeny by the following property owners of tract of land, legally described as follows:

**LEGAL DESCRIPTION:**

THE SOUTH 208.71 FEET OF THE WEST 450.42 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND EXCEPT THE SOUTH 416 FEET OF THE NORTH 493 FEET OF THE WEST 225 FEET, THAT PORTION LAYING NORTHWEST OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 8, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART CONVEYED TO POLK COUNTY BY WARRANTY DEED FILED JUNE 19, 1996 AND RECORDED IN BOOK 7426 PAGE 486, POLK COUNTY, IOWA. (Owner(s): LEGACY HOUSBY, LLC)

**LAYMAN'S DESCRIPTION:**

Approximately 33.941 acres (+/-) of land adjacent to the southeast quadrant of Ankeny and generally located north of NE 54<sup>th</sup> Avenue, east of SE Four Mile Drive.

**YOU ARE FURTHER NOTIFIED** that the application for annexation for the above properties are on file with the City of Ankeny City Clerk at 410 West First Street, Ankeny, IA 50023 and may be viewed during normal business hours from 8 AM to 5 PM Monday through Friday.

**YOU ARE FURTHER NOTIFIED** that Section 368.7, Code of Iowa, provides that cities may, in connection with an application for voluntary annexation, annex up to 20% of the total of the property to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries. The titleholders to the properties described above, have filed applications pursuant to Section 368.7 and the City has determined, in conjunction with the application, to exercise its authority to annex additional territory from non-consenting owners in order to avoid the creation of islands or to create a more uniform boundary. The following described property is additional territory to be annexed from non- consenting property owners:

**LEGAL DESCRIPTION:**

THE SOUTH 416 FEET OF THE NORTH 493 FEET OF THE WEST 225 FEET OF THE SW 1/4 OF THE SW 1/4 OF SECTION 8, TOWNSHIP 79, RANGE 23 WEST OF THE 5TH P.M. POLK COUNTY, IOWA EXCEPT PUBLIC ROAD RIGHT OF WAY ON THE WEST SIDE THEREOF. (Owner: RICHARD W. & PEGGY J. GROVES)

**LAYMAN'S DESCRIPTION:**

Approximately 1.58 acres (+/-) of land adjacent to the southeast quadrant of Ankeny and generally located north of NE 54<sup>th</sup> Avenue, west of SE Four Mile Drive.

**WHEREAS**, Section 368.5, Code of Iowa, provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of the adjacent road.

**YOU ARE FURTHER AND SPECIFICALLY NOTIFIED** that a hearing before City Council on the above described Application for Annexation has been set to commence on the **20<sup>th</sup>** day of **November, 2023**, at **5:30 p.m.**, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, at which time and place any person wishing to speak for or against said Application will be given the opportunity to be heard. Written public comments may also be sent to the City Clerk's Office, 410 W First Street, Ankeny, Iowa by 5:00 p.m. on Friday, November 17, 2023.

**YOU ARE FURTHER NOTIFIED** that a copy of said Applications are on file in the Ankeny City Clerk's office, and may be examined by any interested person during regular business hours.



**DATED** this 16<sup>th</sup> day of October 2023.

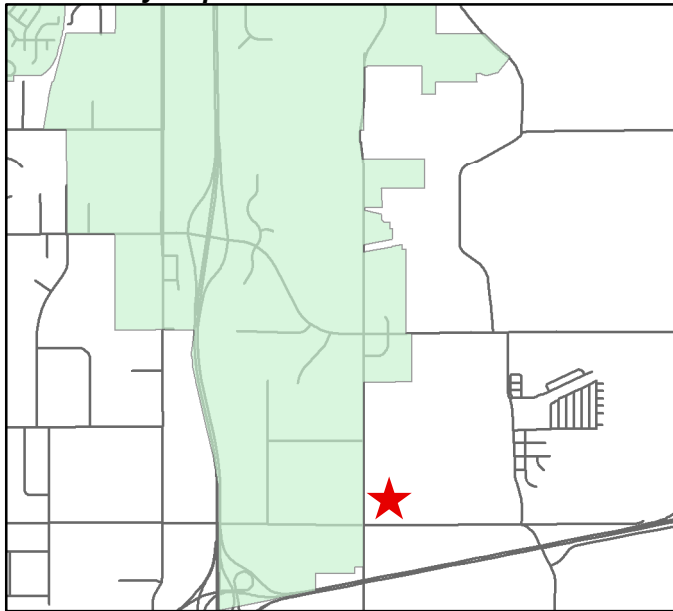
CITY OF ANKENY, IOWA

---

Michelle Yuska, City Clerk

Published in the Des Moines Register on the \_\_\_\_ day of \_\_\_\_\_, 2023.

**Vicinity Map**

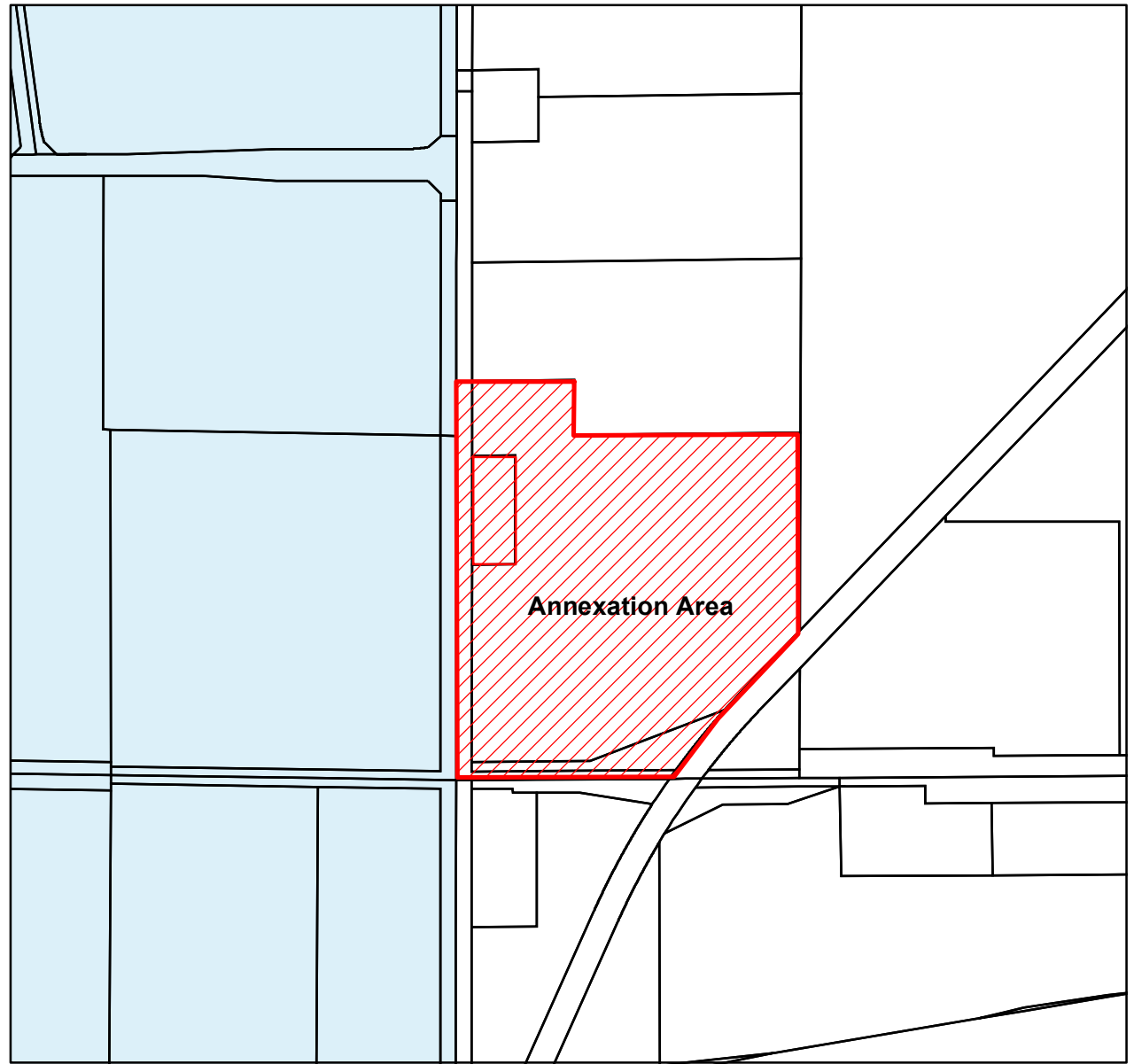


**LEGAL DESCRIPTION:**

THE SOUTH 208.71 FEET OF THE WEST 450.42 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THAT PORTION LAYING NORTHWEST OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 8, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

ALL BEING IN POLK COUNTY, IOWA.

THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.



1 inch = 650.337 feet

**Annexation Map**

Property Owners:  
Legacy Housby LLC, Richard W. & Peggy J. Groves

**City of Ankeny**

**Legacy Housby  
Annexation**

Sheet No.  
**1 of 1**

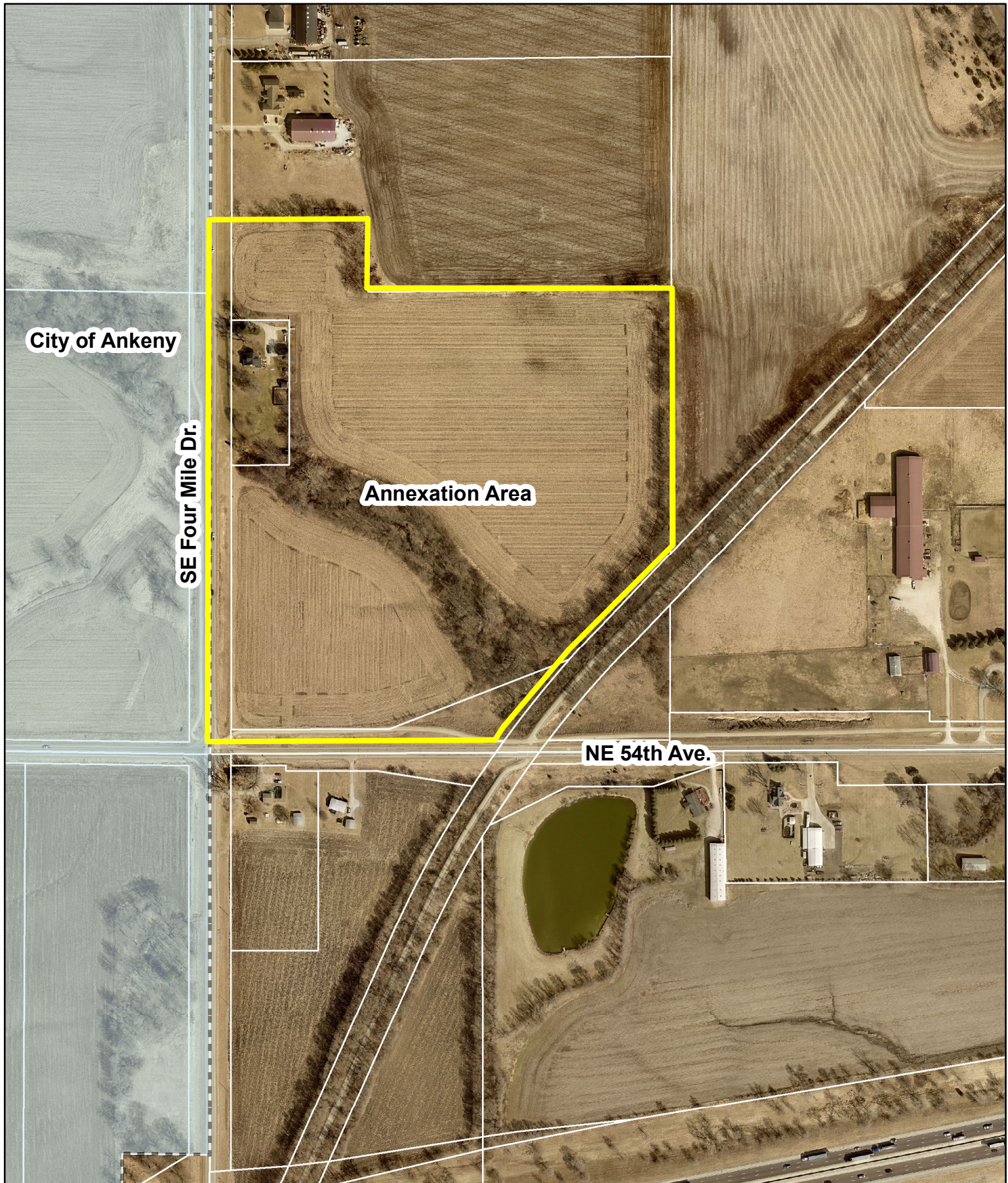
City of Ankeny, Iowa  
Community Development Department

Drawn By: LLH

Checked by:

Date: August 29, 2023





1 inch = 360 feet  
Date: 10/6/2023

**Legacy Housby Annexation  
80/20 Voluntary Urbanized Annexation  
Aerial Map**





ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Resolution

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in Aspen Ridge Commercial Plat 2.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:




ACTION REQUESTED:

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ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Resolution</a>
 <a href="#">Certificate of Completion</a>
 <a href="#">Letter of Assurance</a>



## RESOLUTION

### RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN ASPEN RIDGE COMMERCIAL PLAT 2 FOR UTILITIES

---

**WHEREAS**, on the 3<sup>rd</sup> day of April, 2023, the City of Ankeny, Iowa entered into a three-party contract with The Underground Company, Ltd., the Contractor, and ATI Group, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2023-153; and

**WHEREAS**, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on October 16<sup>th</sup>, 2023 with the following exceptions:

NONE.

**NOW, THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

**PASSED AND APPROVED** on this 16<sup>th</sup> day of October, 2023.

CITY OF ANKENY, IOWA

By: \_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

By: \_\_\_\_\_  
Michelle Yuska, City Clerk

# CERTIFICATE OF COMPLETION

## *Aspen Ridge Commercial Plat 2*

Ankeny, Iowa

2023.10.16

This is to certify that the construction improvements on the *Aspen Ridge Commercial Plat 2* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Trent Smith', with a stylized flourish at the end.

*Trent Smith, PE  
Team Leader  
McClure Engineering Company  
Iowa License Number 26452*



1360 NW 121st Street  
Clive, IA 50325  
P 515.964.1229  
F 515.964.2370

[www.mecresults.com](http://www.mecresults.com)

October 6, 2023

**Melissa Zuspann**

**City of Ankeny**

City of Ankeny Public Services Building  
1210 NW Prairie Ridge Drive  
Ankeny, Iowa 50023

RE: Aspen Ridge Commercial Plat 2  
Public Improvement Acceptance - Letter of Assurance

Dear Melissa,

On behalf of ATI Group and Murphy Commercial Properties LLC, we respectfully request acceptance of the public improvements for Aspen Ridge Commercial Plat 2. This project was constructed in substantial conformance with the approved plans and specifications to the best of our knowledge. McClure Engineering Company has provided the following documents for your review and file:

- Record Drawings with "As-Built" information
- Punchlist
- Inspector Field Notes
- Certificate of Completion
- .xyz file for as-built shots

We ask that this request be placed on the City Council meeting agenda to consider acceptance of the aforementioned public improvements. Should you have any questions or concerns, feel free to contact us.

Sincerely,

**McClure Engineering Company**

A handwritten signature in black ink, appearing to read "Trent Smith", with a stylized arrow pointing left.

**Trent Smith, PE**  
Team Leader



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Resolution

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to adopt **RESOLUTION** accepting public improvements for paving in Aspen Ridge Commercial Plat 2.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:




ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Resolution</a>
 <a href="#">Certificate of Completion</a>
 <a href="#">Letter of Assurance</a>



## RESOLUTION

### RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN ASPEN RIDGE COMMERCIAL PLAT 2 FOR PAVING

---

**WHEREAS**, on the 3<sup>rd</sup> day of April, 2023, the City of Ankeny, Iowa entered into a three-party contract with Sternquist Construction, Inc., the Contractor, and ATI Group, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2023-155; and

**WHEREAS**, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on October 16<sup>th</sup>, 2023 with the following exceptions:

NONE.

**NOW, THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

**PASSED AND APPROVED** on this 16<sup>th</sup> day of October, 2023.

CITY OF ANKENY, IOWA

By: \_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

By: \_\_\_\_\_  
Michelle Yuska, City Clerk

# CERTIFICATE OF COMPLETION

## *Aspen Ridge Commercial Plat 2*

Ankeny, Iowa

2023.10.16

This is to certify that the construction improvements on the *Aspen Ridge Commercial Plat 2* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Trent Smith', with a stylized flourish at the end.

*Trent Smith, PE  
Team Leader  
McClure Engineering Company  
Iowa License Number 26452*



1360 NW 121st Street  
Clive, IA 50325  
P 515.964.1229  
F 515.964.2370

[www.mecresults.com](http://www.mecresults.com)

October 6, 2023

**Melissa Zuspann**

**City of Ankeny**

City of Ankeny Public Services Building  
1210 NW Prairie Ridge Drive  
Ankeny, Iowa 50023

RE: Aspen Ridge Commercial Plat 2  
Public Improvement Acceptance - Letter of Assurance

Dear Melissa,

On behalf of ATI Group and Murphy Commercial Properties LLC, we respectfully request acceptance of the public improvements for Aspen Ridge Commercial Plat 2. This project was constructed in substantial conformance with the approved plans and specifications to the best of our knowledge. McClure Engineering Company has provided the following documents for your review and file:

- Record Drawings with "As-Built" information
- Punchlist
- Inspector Field Notes
- Certificate of Completion
- .xyz file for as-built shots

We ask that this request be placed on the City Council meeting agenda to consider acceptance of the aforementioned public improvements. Should you have any questions or concerns, feel free to contact us.

Sincerely,

**McClure Engineering Company**

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**Trent Smith, PE**  
Team Leader



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Resolution

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to adopt **RESOLUTION** accepting public improvements for subgrade prep in Aspen Ridge Commercial Plat 2.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:




ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Resolution</a>
 <a href="#">Certificate of Completion</a>
 <a href="#">Letter of Assurance</a>

## **RESOLUTION**

### **RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN ASPEN RIDGE COMMERCIAL PLAT 2 FOR SUBGRADE PREP**

---

**WHEREAS**, on the 3<sup>rd</sup> day of April, 2023, the City of Ankeny, Iowa entered into a three-party contract with Huber Grading and Land Development, the Contractor, and ATI Group, the Developer, for the construction of certain public improvements generally described as Subgrade Prep, approved under Resolution No. 2023-154; and

**WHEREAS**, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on October 16<sup>th</sup>, 2023 with the following exceptions:

NONE.

**NOW, THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

**PASSED AND APPROVED** on this 16<sup>th</sup> day of October, 2023.

CITY OF ANKENY, IOWA

By: \_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

By: \_\_\_\_\_  
Michelle Yuska, City Clerk



# CERTIFICATE OF COMPLETION

## *Aspen Ridge Commercial Plat 2*

Ankeny, Iowa

2023.10.16

This is to certify that the construction improvements on the *Aspen Ridge Commercial Plat 2* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

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*Trent Smith, PE  
Team Leader  
McClure Engineering Company  
Iowa License Number 26452*



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October 6, 2023

**Melissa Zuspann**

**City of Ankeny**

City of Ankeny Public Services Building  
1210 NW Prairie Ridge Drive  
Ankeny, Iowa 50023

RE: Aspen Ridge Commercial Plat 2  
Public Improvement Acceptance - Letter of Assurance

Dear Melissa,

On behalf of ATI Group and Murphy Commercial Properties LLC, we respectfully request acceptance of the public improvements for Aspen Ridge Commercial Plat 2. This project was constructed in substantial conformance with the approved plans and specifications to the best of our knowledge. McClure Engineering Company has provided the following documents for your review and file:

- Record Drawings with "As-Built" information
- Punchlist
- Inspector Field Notes
- Certificate of Completion
- .xyz file for as-built shots

We ask that this request be placed on the City Council meeting agenda to consider acceptance of the aforementioned public improvements. Should you have any questions or concerns, feel free to contact us.

Sincerely,

**McClure Engineering Company**

A handwritten signature in black ink, appearing to read "Trent Smith", with a stylized arrow pointing left.

**Trent Smith, PE**  
Team Leader



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Resolution

LEGAL:  
No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of paving, utilities, and subgrade prep for Kum & Go (965 SE Corporate Woods Dr.) Public Improvements project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate construction of paving, utilities, and subgrade prep for Kum & Go (965 SE Corporate Woods Dr.) Public Improvements project

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate the construction of paving, utilities, and subgrade prep for Kum & Go (965 SE Corporate Woods Dr.) Public Improvements project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Resolution](#)

 [Contract and Bonds](#)

## **RESOLUTION**

### **RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF PAVING, UTILITIES, AND SUBGRADE PREP FOR KUM & GO (965 SE CORPORATE WOODS DRIVE) PUBLIC IMPROVEMENTS PROJECT**

---

**WHEREAS**, the plans and specifications for the construction of paving, utilities, and subgrade prep for Kum & Go (965 SE Corporate Woods Drive) Public Improvements project have been submitted and approved by the City Engineer; and

**WHEREAS**, the three-party contracts for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:**

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved; and,
2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

**PASSED AND APPROVED** on this 16<sup>th</sup> day of October, 2023.

---

Mark E. Holm, Mayor

**ATTEST:**

---

Michelle Yuska, City Clerk

## PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 19 day of May, 2023, by and between The Hansen Company, Inc.

hereinafter called the "contractor", and Kum & Go, LC  
hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

### ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

<u>      </u> Traffic Signal	<u>      </u> Sanitary Sewers	<u>      </u> Water Lines
<u>      </u> x Storm Sewers	<u>      </u> x Paving	<u>      </u> x Subgrade Prep.

As shown in construction plans titled (Project Name) Public Improvement Drawings Kum & Go 2212 965 SE Corporate Woods Dr. Ankeny, IA 50021, and bearing an "Approved For Construction Date" of 01 /30 /2023.

The estimated quantity of work to be done is:

       x        as shown on the approved plans  
       as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

### ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than 7/10/2023,  
and shall fully complete the work not later than 12/10/2023.

### ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ \$365,000 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

### ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.



## ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

## ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

## ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with one (1) original document as of the day and year first stated above.

Lee Hollatz

Digitally signed by Lee Hollatz  
DN: C=US,  
E=leeh@hansencompany.com,  
O="Hansen Company, Inc.",  
OU=Lee Hollatz  
Date: 2023.06.01  
11:49:57-05'00'

The Hansen Company, Inc.  
Contractor

by Lee Hollatz, Senior Project Manager \_\_\_\_\_

email: leeh@hansencompany.com  
(Required for return of signed document)

Kum & Go, LC Perry DePhillips  
Subdivider

by Perry DePhillips, Senior Construction

email: perry.dephillips@kumandgo.com  
(Required for return of signed document)

Project Manager

Approved as to form:

City of Ankeny, Iowa

by Donald Clark  
City Engineer

Bond Number: 30180782

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That The Hansen Company, Inc. as principal  
and Western Surety Company as surety are  
held and firmly bound unto the City of Ankeny  
and Kum & Go, L.C. as owner(s)  
in the penal sum of

Three Hundred Sixty-five Thousand & 00/100 Dollars (\$ \$365,000.00),  
to the payment of which, well and truly to be made, the principal and surety bind themselves, their and  
each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

Signed, sealed and dated this 24th day of May, 20 23.

WHEREAS, the principal has entered into a certain written contract, dated the 19th day of  
May, 20 23, with the owner(s) for:

Public Improvements at 2212 965 SE Corporate Woods Drive, Ankeny, IA

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above  
bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly  
arising by reason of the failure of the principal to perform faithfully said contract, as well as against any  
and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be  
finally established against said improvements and the ground upon which constructed, for work done  
and/or materials furnished in and about the performance of said contract, then this obligation shall be  
void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the City of  
Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is  
therefore understood that any defenses that the principal and surety may assert against  
Kum & Go, L.C.  
\_\_\_\_\_, in any action which might be brought against the principal or surety by the City of  
Ankeny for failing to complete the improvements as required, shall not be deemed to bar the  
City of Ankeny's right to recovery hereunder.
2. That if the principal shall abandon said contract or be lawfully compelled by reason of a  
default to cease operations there under, the surety shall have the right at its option to  
complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

The Hansen Company, Inc.

principal

by

Western Surety Company

surety

by

Stacy Venn, Attorney-in-Fact



City of Ankeny

by

Kum & Go, L.C.

owner

by

Nikki Mason, S.V.P.



Bond Number: 30180782

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That The Hansen Company, Inc. of Johnston, IA as principal and  
Western Surety Company of Chicago, IL as surety are held  
and firmly bound unto the City of Ankeny, Iowa, for a period of four (4) years from the date of  
acceptance of hereinafter described improvements and to all persons who may be injured by any  
breach of any of the conditions of this bond in the penal sum of \*  
DOLLARS (\$ 365,000.00), lawful money of the United States of America, for the  
payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and  
assigns, jointly and severally, firmly by these presents.

\* Three Hundred Sixty-five Thousand & 00/100

The conditions of the above obligations are such that whereas the said principal has rendered to the  
City of Ankeny a certain contract dated the 19th day of May, 2023, wherein  
said principal or his subcontractors undertakes and agrees to furnish all the materials and labor  
necessary for the construction of:

Public Improvements at 2212 965 SE Corporate Woods Drive, Ankeny, IA

and to faithfully perform all the terms and requirements of said contract within the time therein specified,  
in a good and workmanlike manner, and in accordance with the plans and specifications attached to  
said contract and made a part thereof. Said contract, plans and specifications are also hereby made  
part of this bond.

It is expressly understood and agreed by the principal and surety in this bond that the following  
provisions are a part of this bond and are binding upon said principal and surety, to-wit:

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
  - (A) To any extension of time to the contractor in which to perform the contract.
  - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
  - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 24th day of May,  
2023.

The Hansen Company, Inc.

principal

by

Western Surety Company

surety

by

Stacy Venn, Attorney-in-Fact



Approved as to form:

City of Ankeny, Iowa

by

Donald Clark

City Engineer



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Dione R Young, Craig E Hansen, Stacy Venn, Cindy Bennett, Anne Crowner, Brian M Deimerly, Jay D Freiermuth, T Mc Culloh, Kate Zanders, John Cord, Sara Huston, Seth Rooker, Individually**

of Waukee, IA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of April, 2023.



WESTERN SURETY COMPANY

*Larry Kasten*

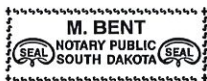
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 20th day of April, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of May, 2023.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary



## **Authorizing By-Laws and Resolutions**

### **ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2023

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

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

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: Heather Vencil	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 515-223-7006	E-MAIL ADDRESS: hvencil@holmesmurphy.com	
INSURED The Hansen Company, Inc. The Hansen Companies, Inc 5665 Greendale Road, Suite A Johnston, IA 50131	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : Cincinnati Insurance Company		10677
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

## COVERAGES

CERTIFICATE NUMBER: 833342331

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Incl. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO3804655	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Ded.-\$250 Co <input checked="" type="checkbox"/> Ded.-\$500 Co			BAP3804656	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXS0599394	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC3804654	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Kum &amp; Go Store 2212, 965 SE Corporate Woods Dr, Ankeny, IA 50021

City of Ankeny is included as an Additional Insured on the General Liability when required by written contract or agreement, per policy terms & conditions.  
Umbrella Liability is used to meet minimum limit requirements on the General Liability.

## CERTIFICATE HOLDER

## CANCELLATION

Kum & Go, LC  
1459 Grand Ave.  
Des Moines IA 50309-3005  
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

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ACTION REQUESTED:

Resolution

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LEGAL:

No Review Required

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SUBJECT:

**School Walkability Improvements:** Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$15,237.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with JC Construction, Inc. in the amount of \$145,939.00; and d) Final Payment #2 in the amount of \$85,211.91; and Retainage Payment in the amount of \$7,296.95.

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EXECUTIVE SUMMARY:

The actions before the Council are the approval of the final Change Order, the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to JC Construction, Inc. of Marshalltown, Iowa for the School Walkability Improvements.

The project is now complete. Ramps for a new school crossing were placed on NW Weigel Drive at St. Luke School, and ramps at existing school crossings were upgraded to ADA compliance at East Elementary School, Westwood Elementary School, Northwest Elementary School, and Rock Creek Elementary School.

Change Order #1 includes the work necessary to add construction of new ramps for a relocated school crossing on SW Prairie Trail Parkway at Heritage Elementary School. The construction of multiple new homes along this street - and their respective continuous sidewalk sections - allowed the City to place the needed crossing at its ultimate desired position sooner than anticipated.

A series of actions are needed in order to close out this construction project:

- a) Approval of the Final Change Order #1 increasing the contract amount by \$15,237.00.
- b) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications.
- c) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the School Walkability Improvements and establishes the final contract amount to be \$145,939.00.
- d) Final Payment: JC Construction, Inc = \$85,211.91

Retainage Payment: JC Construction, Inc.= \$7,296.95

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

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**FISCAL IMPACT: No**

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program for construction in 2023.

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**CITY MANAGER'S RECOMMENDATIONS:**

It is recommended that the council take the following actions:

1. Approve Final Change Order #1 increasing the contract amount by \$15,237.00.
2. Accept the Engineer's Certificate of Completion for the School Walkability Improvements.
3. Adopt the Resolution accepting the School Walkability Improvements in the final contract amount of \$145,939.00.

4. Authorize Final Payment in the amount of \$85,211.91 and Retainage Payment in the amount of \$7,296.95.

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

April 17, 2023: City Council awarded construction and approved construction contract and bonds.

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">Change Order #1 &amp; Final</a>
 <a href="#">Certificate of Completion</a>
 <a href="#">Resolution</a>
 <a href="#">Pay Application #2 &amp; Final</a>



# CHANGE ORDER FORM



Project Title: School Walkability Improvements  
 Contractor: JC Construction  
 Address: 116 Crestview Dr. Marshalltown, Iowa 50158  
 Finance Budget Code: 917.3917.4451 Finance Project #: 917.4451  
 Vendor Project #: 0 Purchase Order #: 0  
 Original Contract Date: April 17, 2023 Vendor Account #: 0

Date of Council Meeting: October 16, 2023 Change Order #: 1 Final

## Purpose of Change Order:

Added an additional pedestrian crossing on SW Prairie Trail Pkwy at Heritage Elementary School and balanced final quantities as measured in the field.

## Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
7.01	Curb and Gutter, PCC, Class C, 2.0' Wide, 8" Thick	LF	33.00	\$ 200.00	\$ 6,600.00
7.03	Removal of Sidewalk	SY	30.00	\$ 22.50	\$ 675.00
7.05	Sidewalk, PCC, 5" Thick	SY	(19.50)	\$ 77.00	\$ (1,501.50)
7.06	Sidewalk, PCC, 6" Thick	SY	49.50	\$ 93.00	\$ 4,603.50
7.07	Detectable Warnings, Galvanized Steel	SF	20.00	\$ 60.00	\$ 1,200.00
7.08	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	17.00	\$ 180.00	\$ 3,060.00
8.02	Remove and Reinstall Traffic Signs	EA	1.00	\$ 600.00	\$ 600.00
					\$ -
					\$ -
					\$ -

Change Order #: 1 makes the following adjustments to the Contract: \$ 15,237.00

Contractor Accepted: JC Construction

Firm Name: JC Construction  
 Signature: [Signature] Date: 10/05/2023

## Record of Change Orders:

#	Change Order Date	Amount
1	October 16, 2023	\$ 15,237.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Engineer Approved: City of Ankeny

Firm Name: City of Ankeny  
 Signature: [Signature] Date: 10/16/23

Owner Accepted: City of Ankeny

Signature: \_\_\_\_\_ Title: Mayor  
 Date: October 16, 2023

Attest for Owner:

Signature: \_\_\_\_\_ Title: City Clerk  
 Date: October 16, 2023

Revised Contract Amount \$ 145,939.00



# CERTIFICATE OF COMPLETION

## *School Walkability Improvements*

Ankeny, Iowa

*October 16, 2023*

This is to certify that the construction improvements on the *School Walkability Improvements* have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$145,939.00**. I hereby recommend acceptance of the project.

Respectfully submitted,



*Leslie Hart, P.E.  
Traffic Engineering Manager  
City of Ankeny, Iowa  
Iowa License Number 16020*

## **RESOLUTION**

### **RESOLUTION ACCEPTING THE SCHOOL WALKABILITY IMPROVEMENTS WITH JC CONSTRUCTION, INC.**

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**WHEREAS**, on the 17<sup>th</sup> day of April, 2023, the City of Ankeny entered into contract with JC Construction, Inc. of Marshalltown, Iowa, for the construction of certain public improvements generally described as construction of the School Walkability Improvements; and

**WHEREAS**, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract documents, as shown by the certificate of the Engineer filed with the Clerk on October 16, 2023.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF ANKENY, IOWA:**

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, that the public improvements are hereby approved and accepted as having been fully completed in accordance with the contract documents and the total final construction cost thereof is hereby determined to be \$145,939.00 as shown in the report of the Engineer.

**PASSED AND APPROVED** on this 16<sup>th</sup> day of October, 2023.

---

Mark E. Holm  
Mayor

**ATTEST:**

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Michelle Yuska  
City Clerk

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: School Walkability Improvements  
Contractor: JC Construction  
Address: 116 Crestview Dr. Marshalltown, Iowa 50158  
Finance Budget Code: 917.3917.4451 Finance Project #: 917.4451  
Vendor Project #: \_\_\_\_\_ Purchase Order #: \_\_\_\_\_  
Original Contract Date: April 17, 2023 Vendor Account #: \_\_\_\_\_

Date of Council Meeting: October 16, 2023 Payment Application #: 2 & Final

Payment Period: From: July 22, 2023 Through: September 30, 2023

## Contract Summary:

Original Contract Amount:	\$	130,702.00	
Net Change by Change Orders:	\$	15,237.00	
Contract Amount to Date: (line 1 ± 2)	\$	145,939.00	
Total Completed and Stored to Date:	\$	145,939.00	
Retainage: <u>5</u> % of Completed Work:	\$	7,296.95	
Total Earned Less Retainage:	\$	138,642.05	
Less Previous Applications for Payment:	\$	53,430.14	
SUBTOTAL:	\$		85,211.91
OTHER CHARGES:	\$		-
CURRENT PAYMENT DUE:	\$		85,211.91
Balance to Finish, Including Retainage:	\$	7,296.95	

Contract Time Remaining: \_\_\_\_\_ - \_\_\_\_\_ Calendar Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: JC Construction JC Construction  
Firm Name

Jose Cohen  
Signature

10/05/2023  
Date

Engineer / Consultant Approval: \_\_\_\_\_  
Firm Name City of Ankeny

Signature

Date

City of Ankeny Staff Approval:

Leslie Hart  
Signature

10/6/23  
Date

Submit to: Leslie Hart, P.E., PTOE - Public Works Traffic Engineering Manager  
E-mail: LHart@ankenyiowa.gov Phone Number: (515) 963-3548

Date Printed: 10/4/2023

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
<b>STREETS AND RELATED WORK</b>														
7.01	Curb and Gutter, PCC, Class C, 2.0' Wide, 8" Thick	LF	15.00	33.00	48.00	\$ 200.00	\$ 9,600.00	33.00	\$ 6,600.00	15.00	48.00	\$ 9,600.00	0.00	100.00%
7.02	Curb and Gutter, PCC, Class C, 2.0' Wide, 9" Thick	LF	30.00		30.00	\$ 160.00	\$ 4,800.00	30.00	\$ 4,800.00	0.00	30.00	\$ 4,800.00	0.00	100.00%
7.03	Removal of Sidewalk	SY	324.00	30.00	354.00	\$ 22.50	\$ 7,965.00	215.30	\$ 4,844.25	138.70	354.00	\$ 7,965.00	0.00	100.00%
7.04	Sidewalk, PCC, 4" Thick	SY	31.00		31.00	\$ 170.00	\$ 5,270.00	12.40	\$ 2,108.00	18.60	31.00	\$ 5,270.00	0.00	100.00%
7.05	Sidewalk, PCC, 5" Thick	SY	230.00	(19.50)	210.50	\$ 77.00	\$ 16,208.50	137.90	\$ 10,618.30	72.60	210.50	\$ 16,208.50	0.00	100.00%
7.06	Sidewalk, PCC, 6" Thick	SY	144.00	49.50	193.50	\$ 93.00	\$ 17,995.50	103.40	\$ 9,616.20	90.10	193.50	\$ 17,995.50	0.00	100.00%
7.07	Detachable Warnings, Galvanized Steel	SF	210.00	20.00	230.00	\$ 60.00	\$ 13,800.00	154.00	\$ 9,240.00	76.00	230.00	\$ 13,800.00	0.00	100.00%
7.08	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	116.00	17.00	133.00	\$ 180.00	\$ 23,940.00	34.50	\$ 6,210.00	98.50	133.00	\$ 23,940.00	0.00	100.00%
7.09	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	72.00		72.00	\$ 230.00	\$ 16,560.00	72.00	\$ 16,560.00	0.00	72.00	\$ 16,560.00	0.00	100.00%
7.10	Curb and Gutter Removal, 2.0' Wide	LF	45.00		45.00	\$ 30.00	\$ 1,350.00	30.00	\$ 900.00	15.00	45.00	\$ 1,350.00	0.00	100.00%
<b>TRAFFIC CONTROL</b>														
8.01	Temporary Traffic Control	LS	1.00		1.00	\$ 8,000.00	\$ 8,000.00	0.65	\$ 5,200.00	0.35	1.00	\$ 8,000.00	0.00	100.00%
8.02	Remove and Reinstall Traffic Signs	EA	1.00	1.00	2.00	\$ 600.00	\$ 1,200.00	2.00	\$ 1,200.00	0.00	2.00	\$ 1,200.00	0.00	100.00%
<b>SITE WORK AND LANDSCAPING</b>														
9.01	Erosion Control Matting, Hydromulching, BFM with Temporary Seeding	AC	0.25		0.25	\$ 15,000.00	\$ 3,750.00	0.25	\$ 3,750.00	0.00	0.25	\$ 3,750.00	0.00	100.00%
<b>MISCELLANEOUS</b>														
11.01	Mobilization	LS	1.00		1.00	\$ 13,500.00	\$ 13,500.00	0.50	\$ 6,750.00	0.50	1.00	\$ 13,500.00	0.00	100.00%
11.02	Concrete Washout, Collection Bags	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00	0.65	\$ 1,300.00	0.35	1.00	\$ 2,000.00	0.00	100.00%
<b>CHANGE ORDER ITEMS</b>														
12.01					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.02					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 145,939.00 PAY PERIOD = \$ 89,696.75

COMPLETED = \$ 145,939.00

100.00%



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

No.	Date	Amount
1	August 7, 2023	\$ 53,430.14
2		
3		
4		
5		
6		
7		
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11		
12		
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34		
35		

## Previous Applications for Payment:

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
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47		
48		
49		
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70		

PREVIOUS PAY APPS TOTAL = \$ 53,430.14

## Record of Change Orders:

No.	Date	Amount
1	October 16, 2023	\$ 15,237.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ 15,237.00

## Contract Time Remaining:

Contract Period:	Calendar Days
Construction Start Date:	June 5, 2023
Construction Completion Date:	July 31, 2023

## Substantial Completion:

Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	0.0

## Full Completion:

Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	0.0



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Exercise Financial Discipline

---

ACTION REQUESTED:

Motion

---

LEGAL:

No Review Required

---

SUBJECT:

**Northwest Irvinedale Drive Trailhead Public Art Project**: Consider motion to approve a) Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Group Creative Services, LLC in the amount of \$350,000.00; and c) Final Payment #4 in the amount of \$135,000.00.

---

EXECUTIVE SUMMARY:

The Northwestern Trailhead project has been completed and the final certificate of occupancy permit has been issued. The project was constructed in accordance to the terms of the agreement between the City and Group Creative Services, LLC and in accordance to the plans and specifications submitted and approved to the Community Development Department. This final payment will closeout the project and the grant funding agreement from Bravo Greater Des Moines.

---

FISCAL IMPACT: **Yes**

City funds were budgeted for this project in previous CIPs, along with outside grant funding. The project was delivered at the amount contracted for the project.

---

CITY MANAGER'S RECOMMENDATIONS:



To approve resolution and final payment as presented.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---




ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Certificate of Completion</a>
 <a href="#">Final Pay Application #4</a>
 <a href="#">Resolution</a>

# CERTIFICATE OF COMPLETION

## *Northwest Irvinedale Drive Public Art Project and Public Restroom*

Ankeny, Iowa

*October 16, 2023*

This is to certify that the construction of the **Northwest Irvinedale Drive Public Art Project and Public Restroom** project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$350,000.00**. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Grant", with a small horizontal line to the right of the name.

John Grant  
Project Manager, Social Spaces

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Northwest Irvinedale Drive Trailhead Public Art Project  
Contractor: Group Creative Services, LLC  
Address: 1424 48TH Street, Des Moines, IA 50311  
Finance Budget Code: 898.2898.4408 Finance Project Code: 898.4408  
Vendor Project or Invoice #: 313 PO #  
Original Contract Date: April 5th, 2021 Vendor #: 99556

Date of Council Meeting 10/16/2023 PAYMENT REQUEST # 4  
PAYMENT PERIOD: From: 10/31/22 through: 10/01/23

## Contract Summary

Original Contract Amount:	\$ 350,000.00	
Net change by Change Orders:	\$ -	
Contract Amount to Date: (line 1 ± 2)	\$ 350,000.00	
Total completed and stored to date:	\$ 350,000.00	
Retainage: % of Completed Work:	\$ -	
Total Earned less Retainage:	\$ 350,000.00	
Less previous applications for payment:	\$ 215,000.00	
SUBTOTAL		\$ 135,000.00

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 135,000.00

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: Group Creative Services  
Firm Name

Teva Dawson 10.16.23  
Signature Date

Engineer/Consultant Approval: Firm Name

Signature Date

City of Ankeny Staff Approval Derek Lord 10.16.23  
Signature Date

Submit to: Em Phone: Fax:

**GROUP CREATIVE SERVICES**

1424 48TH ST  
DES MOINES, IA 50311 US  
5152448590  
teva@groupcreatives.com  
www.groupcreatives.com

**BILL TO**

Derek Lord  
City of Ankeny

**INVOICE 385****DATE** 09/25/2023 **TERMS** Net 30**DUE DATE** 10/25/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Consulting services	final payment for Drop In public artwork	1	135,000.00	135,000.00

SUBTOTAL 135,000.00  
TAX 0.00  
TOTAL 135,000.00

**TOTAL DUE \$135,000.00**

OK TO PAY \$ 135,000.00  
PO # \_\_\_\_\_ Partial \_\_\_\_\_ Final X  
Acct # \_\_\_\_\_  
Approved By: Derek Lord

## **RESOLUTION**

### **RESOLUTION ACCEPTING THE NORTHWEST IRVINEDALE DRIVE TRAILHEAD PUBLIC ART PROJECT**

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**WHEREAS**, on the 5<sup>th</sup>-day of April, 2021, the City of Ankeny entered into contract with Group Creative Services, LLC of Des Moines, Iowa for the construction of certain public improvements generally described as construction of the Northwest Irvinedale Drive Trailhead Public Art Project; and

**WHEREAS**, on the 6<sup>th</sup> of June, 2022, the City of Ankeny entered into an amended contract with Group Creative Services, LLC for the previously referenced project; and

**WHEREAS**, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract documents, as shown by the certificate of the Project Manger filed with the Clerk on October 16, 2023.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF ANKENY, IOWA:**

Section 1. That the report of the Project Manager be and the same is hereby approved and adopted, that the public improvements are hereby approved and accepted as having been fully completed in accordance with the contract documents and the total final construction cost thereof is hereby determined to be \$350,000.00 as shown in the report of the Project Manager.

**PASSED AND APPROVED** on this 16<sup>th</sup> day of October, 2023.

---

Mark E. Holm, Mayor

**ATTEST:**

---

Michelle Yuska, City Clerk





ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

---

ACTION REQUESTED:

Resolution

---

LEGAL:

Item Reviewed by Legal Counsel

---

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction on the NW Northlawn Area Utility Improvements - Phase 3 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 11/14/23 @ 10:30 A.M. / date of hearing: 11/20/23 @ 5:30 P.M.)

---

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the NW Northlawn Area Utility Improvements - Phase 3 project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), estimated total cost, and enhancement of payment; and setting a date for the filing of bids on the project.

The NW Northlawn Area Utility Improvements – Phase 3 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on NW 2<sup>nd</sup> Street from NW Kline Street to NW Des Moines Street and on NW Kline Street from W 1<sup>st</sup> Street to NW 3<sup>rd</sup> Street in the Northlawn neighborhood in the City of Ankeny.

The improvements include approximately 3,250 SY of 7" thick PCC street pavement, 1,200 LF of sanitary sewer, 1,100 LF of water main, 250 LF of storm sewer, 1,900 LF of Type 2 subdrain, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of streets, driveways, and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than March 18, 2024 and no later than April 8, 2024. The contractor will have 120 Working Days to substantially complete the overall project and another 10 Working Days to fully complete the overall project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: October 16, 2023
2. Post Notice to Bidders and Notice of Public Hearing: October 18, 2023
3. Publish Notice to Bidders and Notice of Public of Hearing: November 3, 2023
4. Bid Opening (10:30 A.M., Public Services Building): November 14, 2023
5. Public Hearing and Contract Award: November 20, 2023  
(Hold Public Hearing on the plans, specifications, form of contract, estimated total cost, and enhancement of payment; review bids, award contract, and approve contract and bonds.)

---

**FISCAL IMPACT: No**

This project is included in the City's current Capital Improvement Program with construction scheduled for 2024.

---

**CITY MANAGER'S RECOMMENDATIONS:**

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as November 14, 2023 and setting the public hearing date as November 20, 2023 for the NW Northlawn Area Utility Improvements - Phase 3 project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on October 18, 2023 and to be published in the Des Moines Register on November 3, 2023.

---

**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

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**PUBLIC OUTREACH EFFORTS:**

A project information meeting for adjacent property owners and residents was held on Wednesday, September 6, 2023. During construction, property owners and residents will be updated via letters.

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">Resolution</a>
 <a href="#">Notice to Bidders and Notice of Public Hearing</a>
 <a href="#">Location Map</a>

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

### **RESOLUTION**

#### **RESOLUTION ORDERING CONSTRUCTION OF THE NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR**

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the NW Northlawn Area Utility Improvements - Phase 3; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, final grades have been established by ordinance, consistent with the plans for all street improvements included in the proposed construction; and

WHEREAS, before the plans, specifications, form of contract, estimate of cost and enhancement of payment may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the NW Northlawn Area Utility Improvements - Phase 3, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to

Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The NW Northlawn Area Utility Improvements – Phase 3 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on NW 2nd Street from NW Kline Street to NW Des Moines Street and on NW Kline Street from W 1st Street to NW 3rd Street in the Northlawn neighborhood in the City of Ankeny.

The improvements include approximately 3,250 SY of 7” thick PCC street pavement, 1,200 LF of sanitary sewer, 1,100 LF of water main, 250 LF of storm sewer, 1,900 LF of Type 2 subdrain, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of streets, driveways, and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to November 14, 2023, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on November 20, 2023, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract, estimate of costs and enhancement of payment for the project, the hearing to be at 5:30 P.M. on November 20, 2023.



PASSED AND APPROVED this 16th day of October, 2023.

---

Mayor

ATTEST:

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City Clerk

**NOTICE TO BIDDERS AND  
NOTICE OF PUBLIC HEARING**

**NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 3**  
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

**Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement**

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), estimated cost, and enhancement of payment for the **NW Northlawn Area Utility Improvements – Phase 3** project at its meeting at **5:30 P.M. on the 20<sup>th</sup> day of November, 2023**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:  
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pd09>  
Meeting ID: 973 1299 2966      Passcode: 1234
2. Join Meeting by Phone:  
Dial: +1 312 626 6799  
Meeting ID: 973 1299 2966      Passcode: 1234

**Time and Place for Filing Sealed Proposals**

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **14<sup>th</sup> day of November, 2023**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

**Time and Place Sealed Proposals Will be Opened and Considered**

Sealed proposals will be opened, and bids tabulated at **10:30 A.M. on the 14<sup>th</sup> day of November, 2023**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 20<sup>th</sup> day of November, 2023**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

**Commencement of Work**

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than March 18, 2024 and no later than April 8, 2024**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in February 2024.

### Contract Documents

An electronic copy of the Contract Documents is available at [www.ankenyiowa.gov/bid-documents](http://www.ankenyiowa.gov/bid-documents) for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at [www.QuestCDN.com](http://www.QuestCDN.com).

Paper copies of the Contract Documents are available from Snyder & Associates, Inc. 2727 SW Snyder Boulevard, Ankeny, Iowa 50023. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-964-2020 in advance to reserve a paper copy.

### Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

### General Nature of the Public Improvement

#### **NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 3**

**The NW Northlawn Area Utility Improvements – Phase 3 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on NW 2<sup>nd</sup> Street from NW Kline Street to NW Des Moines Street and on NW Kline Street from W 1<sup>st</sup> Street to NW 3<sup>rd</sup> Street in the Northlawn neighborhood in the City of Ankeny.**

**The improvements include approximately 3,250 SY of 7” thick PCC street pavement, 1,200 LF of sanitary sewer, 1,100 LF of water main, 250 LF of storm sewer, 1,900 LF of Type 2 subdrain, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of streets, driveways, and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.**

### Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

### Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

### Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

### Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

### Completion of Work

The Contractor shall substantially complete the overall project within **one hundred twenty (120) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work.** Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

**An enhancement of payment in the amount of Sixty Thousand Dollars (\$60,000.00) will be issued to the Contractor if substantial completion for the overall project is achieved on or before September 13, 2024.**

The Contractor shall fully complete the overall project within **ten (10) working days** immediately following substantial completion of the overall project and distribution of the punch list by the Engineer. Full completion for the overall project shall be defined as all work including temporary surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **16<sup>th</sup> day of October, 2023.**

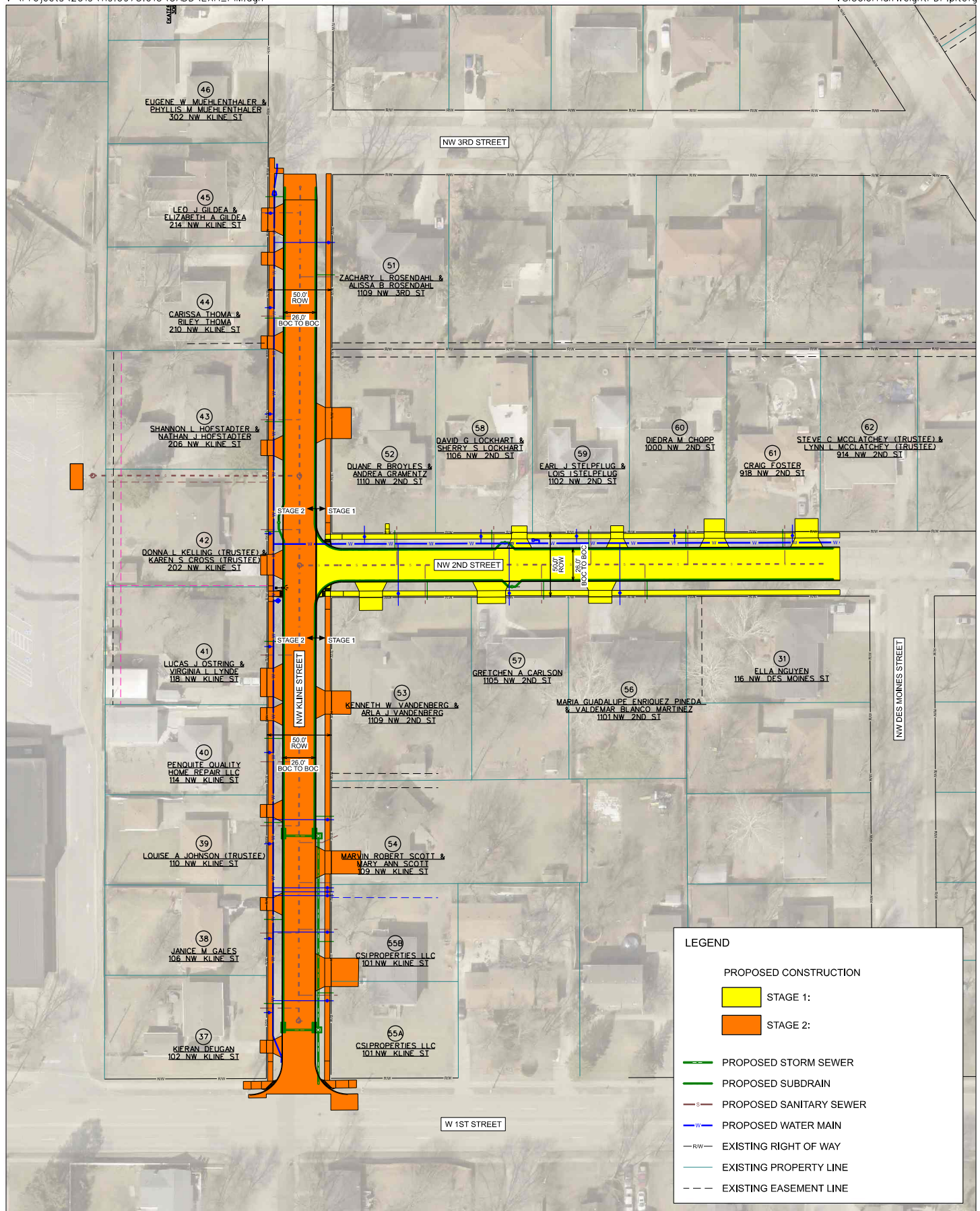
\_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **18<sup>th</sup> day of October, 2023.**

Published in the Des Moines Register the **3<sup>rd</sup> day of November, 2023.**







ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Upgrade Essential Infrastructure

---

ACTION REQUESTED:  
Resolution

---

LEGAL:  
Item Reviewed by Legal Counsel

---

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the first amendment to the 28E Agreement between the City of Ankeny and the Board of Water Works Trustees of the City of Des Moines (DMWW).

---

EXECUTIVE SUMMARY:

The City of Ankeny and the DMWW entered into a 28E Agreement on December 18, 2006 for, among other purposes, to facilitate the construction of a 24" diameter water main along NW 26<sup>th</sup> Street from NW 66<sup>th</sup> Avenue to SW Oralabor Road. The feeder main was constructed as a cost-sharing venture between the entities for the purpose of providing additional system capacity. The City of Ankeny received its share of capacity upon completion of the improvements, however 2.1 million gallons a day (MGD) capacity remained with DMWW until such time it was no longer necessary. Subsequently, with the completion of the Polk City feeder mains in 2018-2019, the additional 2.1 MGD has been determined to no longer be needed by the DMWW, and Ankeny can purchase that capacity from DMWW. Staff from both organizations have met over the past year to discuss the best approach to address this transaction and have recommended an Amendment to the existing 28E Agreement between the parties. Additionally, the amendment notes that Ankeny's share of the available capacity of the 24" feeder main changes from 4.0 MGD to "the full capacity portion" of the mains, in other words, an additional 2.1 MGD for a total of 6.1

MGD. The additional 2.1 MGD is proposed to be purchased from DMWW at a cost of \$603,150, or \$287,214.29 per MGD. This is a significantly lower amount to purchase this volume of capacity compared to the City constructing a facility of equal size to produce the same volume of water per day.

The payment amount of \$603,150 was determined by looking at two reimbursement scenarios, and ultimately creating a third and final scenario as a compromise. The first scenario looked at acquiring 2.1 MGD from DMWW using 2008 construction dollars (when the main was installed) and then adjusting to 2022 using ENR figures. This scenario was disproportionately favorable to Ankeny. The second scenario used 2018-2019 construction dollars (the cost for DMWW to build the Polk City feeder mains) and then adjusted that to 2022 using ENR. The result of this scenario was disproportionately favorable to DMWW. Staff agreed a blended approach, where averaging the first two scenarios would be the most appropriate for the entities involved and within expected revenue projections for DMWW and expenditures for Ankeny.

The proposed capacity purchase price of \$603,150 is less than the \$701,000 - \$710,000 that was originally programmed in capital improvement program (CIP) documents. The current 2023-2027 CIP reflects the amount contemplated in the proposed 28E Agreement Amendment, \$604,000. Therefore, this is a planned expense within the Water Utility Fund and adequate funding has been identified that financially supports City Council's approval of the 28E Agreement Amendment as presented. Approval of this item will result in the issuance of a payment to the DMWW in the amount of \$603,150.

---

#### **FISCAL IMPACT: Yes**

Yes, this item was specifically included in the City Council approved FY2024 budget.

As mentioned above, approval of this item and a subsequent payment to DMWW in the amount of \$603,150 is a planned expenditure within the City's 2023-2027 CIP and Water Utility Fund for calendar year 2024 in the amount of \$604,000.

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#### **CITY MANAGER'S RECOMMENDATIONS:**

The City Manager recommends approval of the item as presented.

---

#### **PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

12/18/2006 entered into 28E Agreement; and 01/15/2007 Resolution 2007-017 approved authorizing reimbursement to DMWW for the NW 26th Street feeder main and two new water connections.

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#### **PUBLIC OUTREACH EFFORTS:**

---



#### **ACTION REQUESTED:**

---

#### **ADDITIONAL INFORMATION:**

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#### **ATTACHMENTS:**

Click to download
 <a href="#">Resolution</a>
 <a href="#">Amendment to the 28E Agreement</a>



## **RESOLUTION**

### **A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE 28E AGREEMENT BETWEEN THE CITY OF ANKENY AND THE BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES**

**WHEREAS**, the City Council of the City of Ankeny, Iowa, on December 18, 2006 entered into a 28E Agreement with the Board of Water Works Trustees of the City of Des Moines (DMWW) for, among other purposes, to facilitate the construction and payment for a portion of the cost associated with a new feeder main from the Saylorville Water Treatment Plant; and

**WHEREAS**, the City Council on January 15, 2007 approved Resolution No. 2007-017 authorizing the reimbursement to DMWW for the NW 26<sup>th</sup> Street Feeder Main and two new water connections into the City; and

**WHEREAS**, Part III, Section 3 of the Agreement stated that the City would be entitled to 4.0 million gallons per day (“MGD”) of capacity of the Project 1 facility south of the intersection point of Water Works’ 16 inch feeder main serving Polk City; and

**WHEREAS**, the 2006 Agreement further specified that Water Works would retain ownership of the facility constructed for Project 1 as specified in Part III; and

**WHEREAS**, the parties desire to modify the terms of the 2006 Agreement to provide the City with the ability use the full capacity in the portion of Project 1, in short, facilitate the purchase of the remaining capacity by Ankeny from DMWW in the amount of \$603,150.00.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Ankeny does hereby approve the First Amendment to the 28E Agreement between the City of Ankeny and the DMWW in the amount of \$603,150.00.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized to sign the City of Ankeny signature page for the said First Amendment to the 28E Agreement.

**PASSED AND APPROVED** this 16<sup>th</sup> day of October, 2023.

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

**FIRST AMENDMENT TO 28E AGREEMENT BETWEEN THE CITY OF ANKENY,  
IOWA, THE BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES  
MOINES, IOWA**

THIS FIRST AMENDMENT to 28E Agreement (hereinafter “First Amendment”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by and between the City of Ankeny (“City”), the Board of Water Works Trustees of the City of Des Moines, Iowa (“Water Works” herein collectively “the parties”).

**WHEREAS**, the parties entered into an Iowa Code Chapter 28E Agreement, Secretary of State File No. M036501, on December 18, 2006 (the “2006 Agreement”) for, among other purposes, to facilitate the construction of a 24-inch diameter water main along NW 26th Street from NW 66th Avenue to SW Oralabor Road (“Project 1”).

**WHEREAS**, Part III, Section 3 of the Agreement stated that the City would be entitled to 4.0 million gallons per day (“MGD”) of capacity of the Project 1 facility south of the intersection point of Water Works’ 16 inch feeder main serving Polk City.

**WHEREAS**, the 2006 Agreement further specified that Water Works would retain ownership of the facility constructed for Project 1 as specified in Part III.

**WHEREAS**, the parties desire to modify the terms of the 2006 Agreement as specified below.

Now, therefore, in consideration of the premises above, and for good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

1. **Amendment of Part III Section 3(b.):** Section 3(b.) of Part III of the 2006 Agreement is modified as follows:

Original 2006 Agreement Section 3(b.): City shall be entitled to use of capacity of 4.0 MGD in the portion of the Project 1 facility south of such intersection (“City's Partial Use Portion of Project 1”).

First Amendment Section 3(b.): City shall be entitled to use the full capacity in the portion of the Project 1 facility south of such intersection.

2. **Compensation:** The City agrees to pay Water Works the total sum of \$603,150.00 in a single lump sum within 60 days of the date this First Amendment is fully executed.

3. **No Taps:** With the exception of the normally closed existing connections at NW 73<sup>rd</sup> and NW 75<sup>th</sup>, the Water Works will not, without the consent of the City, allow any new taps or any other connections to the Project 1 facility constructed along NW 26th Street from NW 66th Avenue to meter pit installed at intersection of NW 26<sup>th</sup> Street and SW Stonehaven Lane.

4.     **No Other Changes:** No other terms of the 2006 Agreement are modified or amended by the parties entering into this First Amendment. For the avoidance of doubt, and without limiting the effect of the forgoing, Water Works will continue to own the facility built as part of Project 1 as specified in the 2006 Agreement.

[END OF AGREEMENT - SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the first date stated above.

**CITY OF ANKENY, IOWA**

ATTEST:

By: \_\_\_\_\_  
, City Clerk

By: \_\_\_\_\_  
, Mayor

STATE OF IOWA     )  
                                  ) ss:  
COUNTY OF POLK    )

On this \_\_\_\_ day of \_\_\_\_\_, 202\_, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of City of Ankeny, Iowa, by authority of its City Council, as contained in the Resolution adopted by City Council under Roll Call No. 20-\_\_\_\_\_ of City Council on the \_\_\_\_ day of \_\_\_\_\_, 202\_, and that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of City of Ankeny, Iowa, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in the State of Iowa

**BOARD OF WATER WORKS  
TRUSTEES OF THE CITY OF  
DES MOINES, IOWA**

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF IOWA     )  
  ) ss:  
COUNTY OF POLK    )

On this \_\_\_\_ day of \_\_\_\_\_, 202\_, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn did state that they are the Board Chairperson and the Chief Executive Officer and General Manager, respectively, of the Board of Water Works Trustees of the City of Des Moines, Iowa; that no seal has been procured by the entity; that the instrument was signed on behalf of said entity by authority of its Board as contained in the resolution adopted by the Board on the \_\_\_\_ day of \_\_\_\_\_, 202\_, and that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the Board of Water Works Trustees of the City of Des Moines, Iowa, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in the State of Iowa

COPY

JAN 30 10 00 AM '07

FILED  
SECRETARY OF STATE  
IOWA

JAN 30 10 00 AM '07

Return To:  
Prepared by: Richard A. Malm, 699 Walnut Street, Suite 1600, Des Moines, IA 50309-3986 (515) 246-4516  
SPACE ABOVE THIS LINE FOR RECORDER

**CHAPTER 28E AGREEMENT BY AND BETWEEN  
THE CITY OF ANKENY, IOWA AND THE  
BOARD OF WATER WORKS TRUSTEES OF THE  
CITY OF DES MOINES, IOWA**

THIS CHAPTER 28E AGREEMENT (hereinafter "this Agreement") made and entered into by and between the CITY OF ANKENY, IOWA ("City"), and the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA ("DMWW")(hereinafter referred to collectively as "the parties) as of the dates set forth below.

**PREAMBLE**

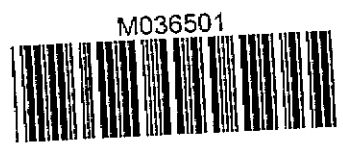
**WITNESSETH:**

WHEREAS, City and DMWW desire to enter into an Agreement pursuant to Chapter 28E to undertake related projects as hereinafter described; and

WHEREAS, the parties have a need for a new feeder main in NW 26th Street between NW 66th Avenue and SW Oralabor Road, providing an additional connection on the west side of Ankeny and allowing DMWW to abandon an existing booster station; and

WHEREAS, the parties desire to share in the cost and capacity of the water main and proceed with design, bidding and construction; and

WHEREAS, the City has a need to install a new meter pit and water main in Oralabor Road between NW 26<sup>th</sup> Street and Edgewood Lane and a need to install a new meter pit and connect their water main in NW 5<sup>th</sup> Street to the Polk City feeder main.



NOW THEREFORE, in consideration of the mutual undertakings hereby provided, City and DMWW do hereby agree as follows:

**Part I - Joint Exercise of Powers Under**  
**Chapter 28E of the Code of Iowa.**

1. Pursuant to Chapter 28E of the 2005 Code of Iowa, the parties agree that the purpose of this Agreement is to provide for the joint design and construction of certain water utility facilities (hereinafter referred to collectively as the "Water Utility Improvements") and to provide for the ongoing, ownership, operation, use and maintenance of said Water Utility Improvements the parties do further agree that the purpose of this Agreement is to jointly exercise their respective powers as required for construction, ownership and use of the Water Utility Improvements.
2. The Water Utility Improvements Project shall consist of the following described projects:
  - (a.) Approximately 7,670 lineal feet of 24-inch diameter water main along NW 26th Street from NW 66th Avenue to SW Oralabor Road. ("Project 1").
  - (b.) A meter pit and approximately 60 lineal feet of 24-inch diameter water main and approximately 930 lineal feet of 12-inch diameter water main along SW Oralabor Road between NW 26<sup>th</sup> Street and Edgewood Lane and a meter pit and approximately 60 lineal feet of 12-inch water main along NW 5<sup>th</sup> Street between the Polk City feeder main and the existing 12-inch water main in NW 5<sup>th</sup> Street ("Project 2").
3. Project 1 shall create a shared use facility, with ownership, use, and costs allocated as provided herein. Project 2 shall be constructed by DMWW but the costs thereof shall be fully paid by City and ownership thereof, except for the meter, shall be transferred to City after City shall have reimbursed DMWW for the costs thereof as provided herein.
4. The parties agree that this Agreement shall be effective upon its approval and execution by City and DMWW and its recording with the Secretary of State and the Polk County Recorder's Office (the "Effective Date").
5. No separate entity is created hereby. The parties agree that the CEO and General Manager of DMWW (hereinafter "the DMWW General Manager") shall be designated as the sole administrator of this Agreement for purposes of the design and construction of the Water Utility Improvements, as provided by Section 28E.6 of the Code of Iowa. The DMWW General Manager shall publish an accounting of transactions hereunder to the extent required by law.
6. Except as otherwise explicitly provided herein, each party shall at all times hold and own its respective properties. Each party shall be solely authorized to supervise, direct, and manage their own activities and the activities of their respective employees and agents hereunder. Each party shall retain sole responsibility and liability for its own acts and omissions hereunder and for the acts

and omissions of their respective employees and agents hereunder, and each party waives subrogation against the other for all claims, suits, damages, and demands which are covered by any insurance, including but not limited to property, casualty and workers compensation insurance.

## **Part II - Design and Construction of Water Utility Improvements.**

1. DMWW shall be responsible for design of the Water Utility Improvements in conformance with the Urban Standard Specifications for Public Improvements and to obtain all required easements, permits, permissions and other things required for the proper construction of such projects. Such design may provide for such number of separate contracts as DMWW shall determine in its sole discretion shall best provide for the efficient construction of the Water Utility Improvements and shall include detailed Plans and Specifications for each project included within the Water Utility Improvements. Such Plans and Specification may provide for Water Works to provide materials or equipment to the contractor. Bid documents will include unit prices so that the portion of the project costs to be paid for by the City can be determined.

2. DMWW shall contract, in its sole name for the construction of the Water Utility Improvements as provided by law for public improvements, including a public bidding process in accordance with law. DMWW agrees to notify City of the bid opening date for all work which DMWW will bid in connection with the Water Utility Improvements. City may designate a representative to attend such bid opening. After bid opening, DMWW shall provide City a written tabulation of all bids received for the construction of the Project, together with its engineer's determination of lowest responsible bidder and recommendation as to the award of contract. The City agrees to review the bid results and act in a timely manner to approve or not approve the award of each contract. DMWW will not proceed with award of any contract prior to City concurrence.

3. DMWW shall be solely responsible for execution of the underlying contracts, and for contract administration, supervision and inspection. DMWW agrees that it will not approve requests by its contractor(s) for change orders under the contracts without affording City an opportunity to review and comment upon such proposed change orders. Upon request by DMWW's contractor(s) for final acceptance of improvements for the Water Utility Improvements and for final payment, DMWW agrees to forward the contractor's request for final acceptance and for final payment, together with all supporting detail, to City. DMWW will thereafter conduct a final inspection of such improvements and develop a punch list of items for completion, if any. DMWW agrees that it will not accept such improvements as complete, or authorize final payment of any contractor, without affording qualified personnel designated by City the opportunity to participate in such inspection and to comment and offer suggestions regarding the punch list of items for completion. In the event that City objects to the acceptance of such improvements or to final payment to the contractor, City shall notify DMWW of its objection in writing not less than 15 days after receipt of the final payment request, therein identifying the nature of its objection. If the objection cannot be resolved within 30 days thereafter, either party may cause the matter to be submitted to binding arbitration as provided in Part VIII, Section 5 hereof.

### **Part III – Ownership and Use of Water Utility Improvements.**

1. DMWW shall have and shall maintain ownership of the Water Utility Improvements, during the term of this Agreement and thereafter, except as set forth in Section 2, of this Part III hereof. DMWW shall have sole responsibility for maintenance of facilities which it owns during the period of its ownership.
2. Upon payment of its cost share, City shall become owner of the meter pit, included within Project 2, but not including the meter itself therein which shall continue to be owned by DMWW, and shall also become owner of all of the water distribution facilities included within Project 2 and shall also become the owner of water distribution facilities included within Project 1, to the extent such facilities are located north of the meter pit, if any. City shall have sole responsibility for maintenance of facilities which it owns from the time it assumes ownership.
3. City shall have right to use the water distribution capacity in the portion of the facility created by Project 1 which DMWW continues to own as follows:
  - (a.) City shall be entitled to use of the full capacity of the portion of the Project 1 facility north of the intersection point of DMWW's 16 inch feeder main serving Polk City ("City's Full Use Portion of Project 1"); and
  - (b.) City shall be entitled to use of capacity of 4.0 MGD in the portion of the Project 1 facility south of such intersection ("City's Partial Use Portion of Project 1").
4. The rights of ownership and use as provided in this Part III shall be documented of record as provided in Part V hereof.

### **Part IV – Cost Reimbursement.**

1. Upon final acceptance by DMWW of the Water Utility Improvements and final payment to any of its contractors for such improvements, DMWW agrees to forward to City the documentation evidencing such acceptance and payment and full accounting for its costs, with supporting documentation together with a final request for payment of City's share of Actual Costs as provided in Section 2. The City agrees to make payment within 30 days of receipt of the request. The "Actual Cost" for each project included within the Water Utility Improvements shall be the sum of all payments made by DMWW to contractors for construction of project improvements, and the total amount expended or incurred by DMWW for materials, equipment and labor provided by it, as reflected in its final accounting.
2. The City agrees to reimburse DMWW for the Actual Cost of the projects attributed to the City as follows:



(a.) A proportionate share of the Actual Cost of Project 1 equal to the full Actual Cost of City's Full Use Portion of Project 1 plus sixty-six per cent (66%) of the Actual Cost of City's Partial Use Portion of Project 1; plus

(b.) the full Actual Cost of Project 2.

3. The preliminary engineers estimate of the cost to City of Project 1 is \$986,874 and the preliminary engineers estimate of the cost to City of Project 2 is \$240,386. Such amounts are estimates only and are not guaranteed by DMWW. The Actual Cost incurred as herein provided shall govern the reimbursement by City to DMWW.

#### **Part V - Conveyance of Ownership**

After completion and final acceptance of the improvements constituting the Water Utility Improvements and the payment in full of the costs to be paid by City hereunder to DMWW, DMWW will execute and deliver to City an instrument of conveyance of ownership in form satisfactory to City for the portion thereof to be owned by City as described in Part III hereof and shall document City's capacity rights as set forth in Part III hereof in an instrument consistent with the water service agreements then in effect between the parties.

#### **Part VI - Financing**

1. Funding hereunder shall be provided by the regular sources of revenue and financing of the parties as required for each party to meet its obligations hereunder. All such funding shall be separately included within the respective regular budgets of City and DMWW.

2. Except as otherwise explicitly provided herein as to reimbursement by City to DMWW, each party shall be solely responsible for funding its own operations hereunder.

#### **Part VII - Term and Termination of Agreement**

1. This Agreement shall commence on the Effective Date and shall terminate on the date of the last to occur of the following: the Water Utility Improvements have been constructed and accepted by DMWW; DMWW shall be fully reimbursed by City for its costs as provided herein; and the instruments required by Part V hereof shall have been executed by DMWW and delivered to City.

2. In the event that either party determines that the other has defaulted in the performance of its obligations hereunder, the aggrieved party may declare that default has occurred and give notice thereof to the defaulting party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of the Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have 30 days from the date of its receipt of the notice of default to correct the default. If at the end of said 30-day period, the default has not, in the opinion of the aggrieved party, been

corrected, that party may thereupon pursue its remedies as provided herein. In the event of default by one party in the performance of any material provision of this Agreement, the other party may, at its option, after declaring default and giving notice thereof, terminate this Agreement or seek specific performance of its provisions. A party seeking termination of this Agreement due to a default in performance by the other party shall also be entitled to seek damages for such default.

#### **Part VIII - General Provisions.**

1. All notices which the parties are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered or sent by ordinary mail to the addresses, hereafter provided. Mailed notices shall be deemed to be received by the party to whom directed when they are postmarked. Such notices shall be delivered or mailed to the following persons at the addresses listed:

##### Notices to the City:

Director of Municipal Utilities  
City of Ankeny  
220 West 1<sup>st</sup> Street  
Ankeny, IA 50023

##### Notices to DMWW:

General Manager and Chief Executive Officer  
Des Moines Water Works  
2201 George Flag Parkway  
Des Moines, IA 50321

2. This Agreement is the entire understanding of the parties concerning the subject matter hereof, and it may be modified only in writing signed by the parties. The parties may enter into other agreements in writing, including but not limited to service agreements.

3. If any provision or provisions of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

4. Neither party shall be liable for any failure to perform any or all of the provisions of this Agreement if and to the extent that performance has been delayed or prevented by reason of any cause beyond the reasonable control of such party. The expression "cause beyond the reasonable control" shall be deemed to include, but not be limited to: acts, regulations, laws, or restraints imposed by any governmental body; wars, hostilities, sabotage, riots, or commotions; acts of God; or fires, frost, storms, or lightning.

5. (a) The parties agree that any disputes arising between them with regard to the design of project improvements, with regard to the final acceptance of project improvements, or with regard to the final payment to a project contractor, as hereinabove more particularly provided, may be submitted to arbitration at the request of either party. A request for arbitration must be in the form of a written notice requesting arbitration. Such notice shall identify each disputed matter to be submitted to arbitration. In the absence of agreement by the parties to the contrary, the question or questions to be arbitrated shall be those specified in the notice requesting arbitration.

(b) If the parties agree, there may be one arbitrator. If they fail to agree on a single arbitrator, there shall be three arbitrators, one named in writing by the party requesting arbitration, one named in writing by the other party, and the third chosen by the first two arbitrators so chosen.

(c) The party requesting arbitration shall choose an arbitrator within ten days following its demand. Its failure to do so shall be deemed a waiver of its request for arbitration. The other party shall name its arbitrator within ten days following the receipt of notice of the naming of the requesting party's arbitrator. The two arbitrators first chosen shall name the third arbitrator within ten days following the selection of the second arbitrator. Should the two arbitrators first chosen fail to appoint a third arbitrator, application shall be made to the President of the Polk County Bar Association by the party requesting arbitration to name such arbitrator. Should either party refuse or neglect to supply the arbitrators with any papers or information demanded in writing by the arbitrators, the arbitrators are empowered to proceed ex parte.

(d) No one shall be qualified to act as an arbitrator if service in such role would create a conflict of interest. Each arbitrator selected shall be qualified by experience and knowledge of the matter to be submitted to arbitration.

(e) If there be one arbitrator, the decision shall be binding; if three, the decision of any two shall be binding. The decision may be impeached only for fraud or mistake. Such decision shall be a condition precedent to any right of legal action.

(f) The costs of arbitration shall be paid by the party requesting arbitration if it does not prevail in said arbitration proceedings. If the party requesting arbitration prevails in the arbitration proceedings, the cost of arbitration shall be shared equally by the parties.

(g) The decision of the arbitrators shall be in writing and it shall not be open to objection on account of the form of the proceeding or the award.

6. This Agreement may be executed in multiple counterparts, each of which so executed shall be deemed to be an original.

7. Neither of the parties shall assign this Agreement without the consent of the other party, which consent shall not be unreasonably withheld.

Dated this 18<sup>th</sup> day of December, 2006.

CITY OF ANKENY, IOWA

By: Steven D. VanDort  
Steven D. VanDort, Mayor

Attest: Pamela DeMarth  
Pamela DeMarth, City Clerk

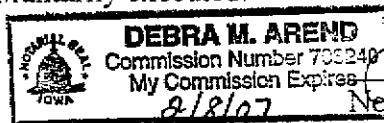
BOARD OF WATER WORKS TRUSTEES  
OF THE CITY OF DES MOINES, IOWA

By: Susan R. Ryan  
R.G. Riley, Jr., Board Chairperson  
Susan R. Ryan

Attest: L.D. McMullen  
L.D. McMullen, General Manager and CEO

STATE OF IOWA )  
 ) SS:  
COUNTY OF POLK )

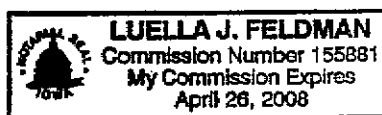
On this 18<sup>th</sup> day of December, 2006 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven D. VanDort and Pamela DeMouth, to me personally known, and, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the CITY OF ANKENY, IOWA; that the seal affixed to the foregoing instrument is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council, as contained in the Resolution adopted by the City Council, under Roll Call No. 2006-12.18.31 of the City Council on the 18<sup>th</sup> day of Dec., 2006, and that Steven D. VanDort and Pamela DeMouth acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City by it voluntarily executed.



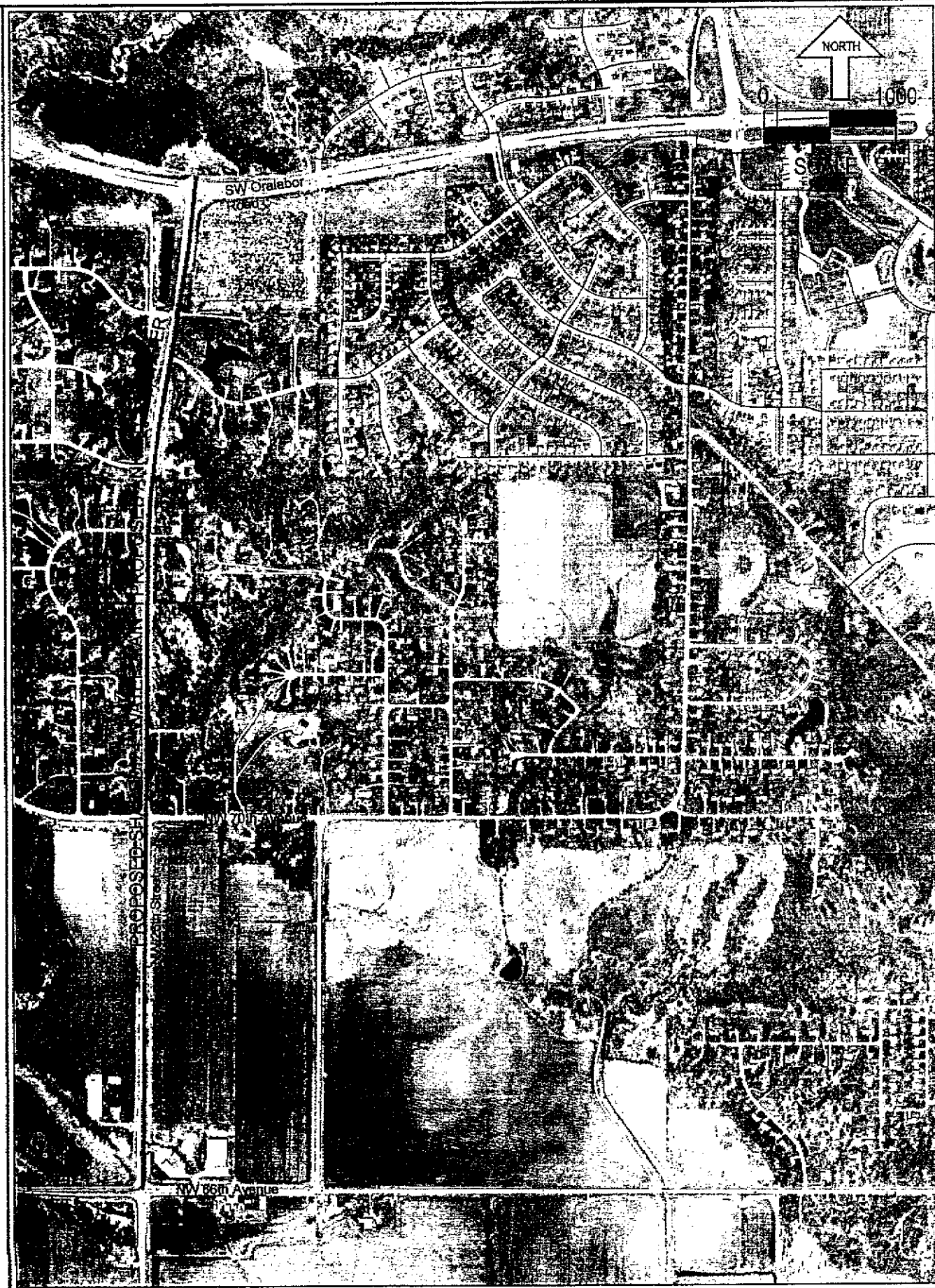
Debra M. Arend  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) SS:  
COUNTY OF POLK )

On this 23<sup>rd</sup> day of January, 2007, before me, a Notary Public in and for the State of Iowa, personally appeared R.G. Riley, Jr. and L.D. McMullen, to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and the Chief Executive Officer and General Manager of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA, that no seal has been procured by the entity; that the instrument was signed on behalf of the entity by authority of its Board as contained in the resolution adopted by the Board on the 23<sup>rd</sup> day of January 2007, and that R.G. Riley, Jr. and L.D. McMullen acknowledged the execution of the instrument to be the voluntary act and deed of the BOARD OF Water Works TRUSTEES OF THE CITY OF DES MOINES, IOWA, by it and by them voluntarily executed.



Luella J. Feldman  
Notary Public in and for the State of Iowa



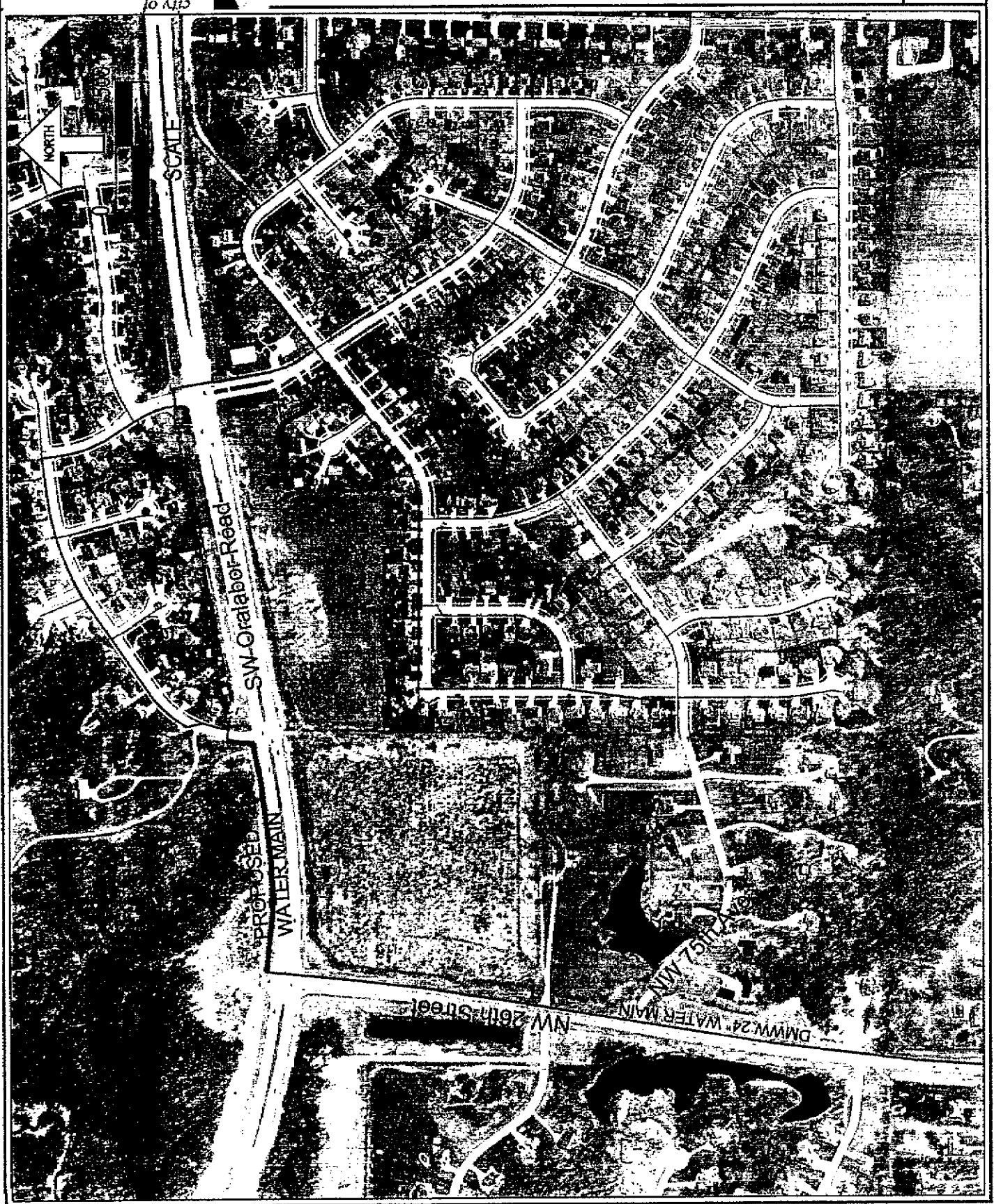
**NW 26TH STREET 24" WATER MAIN  
CITY OF ANKENY AND DMWW**

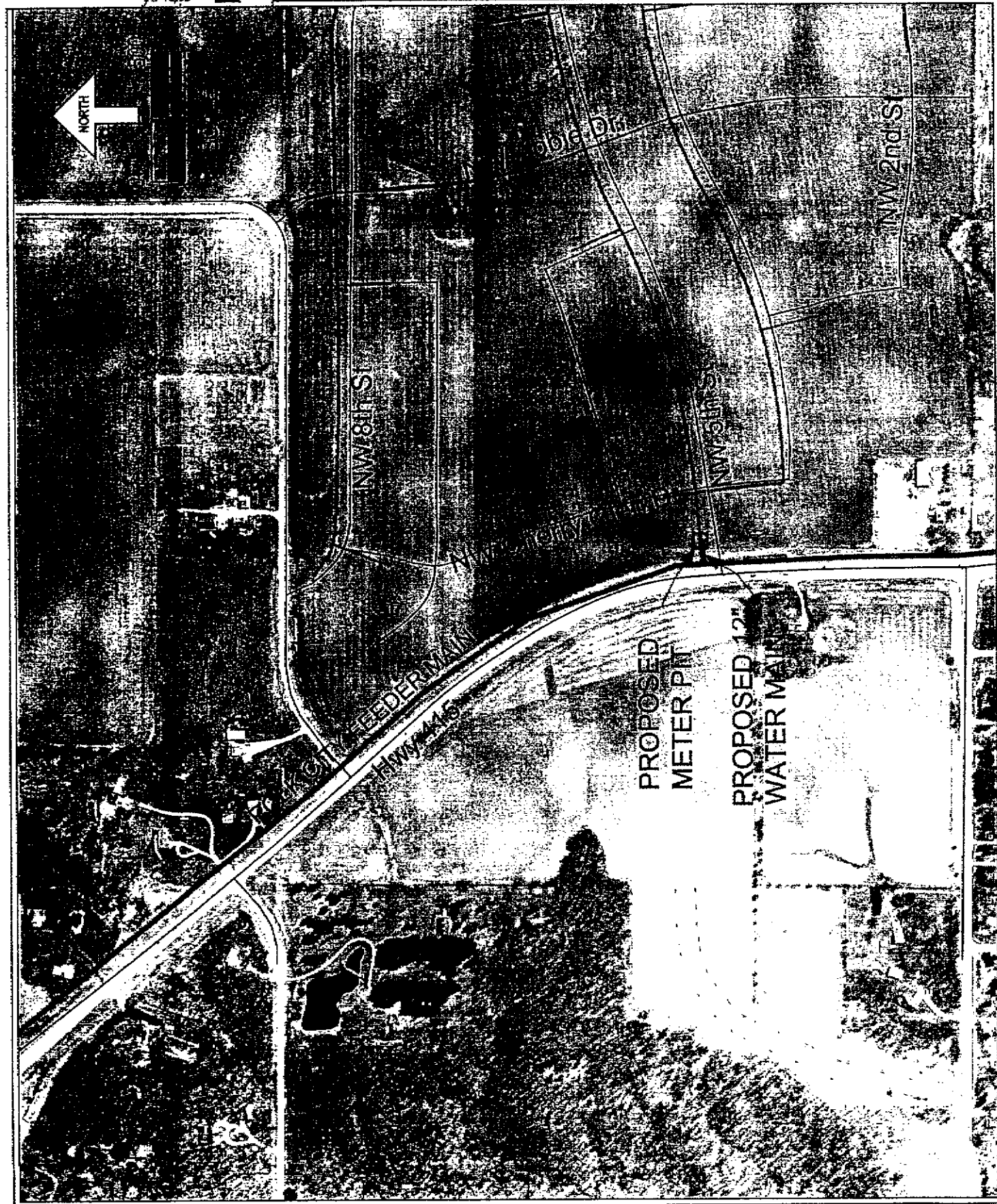
**SHEET  
01**



METER PIT & WATER LINE  
SW ORALABOR RD, ANKENY

Ankeny  
city of  
Bringing it all together







*City of Ankeny*

400 West First Street  
Ankeny Iowa 50023 1557  
515-965-6400 phone  
515-965-6416 fax  
[www.ci.ankeny.ia.us](http://www.ci.ankeny.ia.us) internet

January 26, 2007

Secretary of State  
Capitol Building  
Des Moines, IA 50319

**RE: Chapter 28E Agreement By and Between the City of Ankeny, Iowa and the  
Board of Water Works Trustees of the City of Des Moines, Iowa**

TO WHOM IT MAY CONCERN:

Please find enclosed for required filing with your office, an original and a copy of the above referenced 28E Agreement. **Please stamp the original of the enclosed Agreement and return it to our office.** The copy is for your records. This was passed by Resolution at the city council meeting on December 18, 2006.

If you should have any questions or concerns, please contact me at 965-6405.

Thank you.

CITY OF ANKENY

A handwritten signature in black ink, appearing to read "Pamela DeMouth", written over the printed name.

Pamela DeMouth  
City Clerk

PD/ld

Enc.

MICHAEL A. MAURO  
SECRETARY OF STATE



LUCAS BUILDING, 1ST FLOOR  
DES MOINES, IA 50319

OFFICE OF THE IOWA SECRETARY OF STATE

January 31, 2007

PAMELA DEMOUTH  
CITY OF ANKENY/CITY CLERK  
410 W FIRST ST  
ANKENY, IA 50023-1557

RE: Filing of 28E Agreement between the CITY OF ANKENY, IOWA and the  
CITY OF DES MOINES, IOWA

Dear MS DEMOUTH:

We have received the above described agreement which you have submitted to this office for filing, pursuant to the provisions of Chapter 28E, Code of Iowa. You may consider the same filed as of January 30, 2007.

For future reference, 28E agreements can now be filed and searched online by going to my website at [www.sos.state.ia.us](http://www.sos.state.ia.us).

Sincerely,

A handwritten signature in cursive script that reads "Michael A. Mauro".

Michael A. Mauro  
Secretary of State

MAM/PK  
Enclosures



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-49

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

**Action:** Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-49.

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

<b>Click to download</b>
No Attachments Available





ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
Planning and Building

COUNCIL GOAL:  
Enhance Quality of Life

ACTION REQUESTED:  
Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2156: An Ordinance amending the Ankeny Municipal Code by adding a new Chapter 58, Urban Chickens, pertaining to the keeping of chickens within the City of Ankeny.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2156 amending the Ankeny Municipal Code.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

**Action:** ~~Consider motion to accept third consideration of ORDINANCE 2156, sending it on its~~


**Action.** Consider motion to accept and consideration of ORDINANCE 2150, sending it on its final passage and publication as required by law.

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Ordinance</a>

## ORDINANCE 2156

ORDINANCE AMENDING THE ANKENY MUNICIPAL CODE BY ADDING A NEW CHAPTER 58 THERETO ENTITLED "URBAN CHICKENS" RELATING TO THE KEEPING OF CHICKENS WITHIN THE CITY OF ANKENY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ANKENY, IOWA, as follows:

**Section 1.** The Ankeny Municipal Code is amended by adding a new Chapter 58 thereto entitled "Urban Chickens" relating to the keeping of chickens within the City of Ankeny as follows:

### CHAPTER 58 URBAN CHICKENS

#### **58.01 Definitions.**

“Chicken: shall mean a member of the subspecies *Gallus gallus domesticus*, a domesticated fowl.

“Urban Chicken” shall mean a chicken kept on a permitted tract of land pursuant to a permit issued under this Chapter.

“Permitting Officer” shall mean the City Manager or designee.

“Tract of land” shall mean a property or a zoned lot that has one single family dwelling located on that property or zoned lot.

“Single Family Dwelling” shall mean any building that contains only one dwelling unit used, intended, rented, leased, let or hired to be occupied for living purposes.

“Permitted tract of land” shall mean the tract of land as identified by the application upon which a permit is granted for keeping chickens pursuant to this Chapter.

“Permittee” shall mean an applicant who has been granted a permit to raise, harbor or keep chickens pursuant to this Chapter.

#### **58.02 Permit Required.**

(a) **Permit Required.** No person shall raise, harbor or keep chickens within the City of Ankeny without a valid permit obtained from the Permitting Officer under the provisions of this Chapter.

(b) **Application.** In order to obtain a permit, an applicant must submit a completed application on forms provided by the Permitting Officer, either on-line or in paper form, and paying all fees required by this Chapter.

(c) Requirements. The requirements to the receipt of a permit include:

- 1) All requirements of this Chapter are met;
- 2) All fees, as may be provided for from time to time by City Council resolution, for the permit are paid in full;
- 3) All judgments in the City's favor and against the applicant have been paid in full;
- 4) The tract of land to be permitted shall contain only one Single Family Dwelling occupied and used as such by the permittee.
- ~~5) The applicant has provided notice to the residents of all immediately adjacent dwellings of the applicant's intent to obtain a permit.~~
- 6 5) The applicant has successfully completed an approved class in raising chickens in an urban setting.

(d) Issuance of Permit. If the Permitting Officer concludes as a result of the information contained in the application that the requirements for a permit have been met, then the Officer shall issue the permit. ~~The permit shall be effective for one (1) year from the date of issuance. The permittee shall re-apply annually.~~

(e) Denial, suspension, revocation, non-renewal. The Permitting Officer may deny, suspend, revoke, or decline to renew any permit issued for any of the following grounds:

- 1) False statements on any application or other information or report required by this section to be given by the applicant;
- 2) Failure to pay any application, penalty, reinspection or reinstatement fee required by this section or City Council resolution;
- 3) Failure to correct deficiencies noted in notices of violation in the time specified in the notice;
- 4) Failure to comply with the provisions of an approved mitigation/remediation plan by the Permitting Officer, or designee.
- 5) Failure to comply with any provision of this Chapter or other relevant Chapter of the Municipal Code.

(f) Notification. A decision to revoke, suspend, deny or not renew a permit shall be in writing, delivered by ordinary mail or in person to the address indicated on the application. The notification shall specify reasons for the action.

(g) Effect of revocation, etc. When an application for a permit is denied, or when a permit is revoked, the applicant may not re-apply for a new permit for a period of 1 year from the date of the denial or revocation.

(h) Appeals. In any instance where the Permitting Officer has denied, revoked, suspended, or not renewed a permit, the applicant may appeal the decision to the City Manager, or designee other than the Permitting Officer within ten (10) business days of receipt by the applicant or holder of the permit of the notice of the decision. The applicant or holder of the permit will be given an opportunity for a hearing. The decision of the officer hearing the appeal, or any decision by the Permitting Officer which is not appealed in accordance to this Chapter shall be deemed final action.

#### **58.03 Number and type of Chickens allowed.**

- (a) The maximum number of chickens allowed is six (6) per tract of land.
- (b) Only female chickens (hens) are allowed.

#### **58.04 Zoning Districts Allowed.**

Permits will be granted only for tracts of land of at least one-quarter acre (10,890 sq. ft.) in size, containing only one single family home and located in residential districts as identified on the current Official Zoning Map on file with the City of Ankeny.

#### **58.05 Non-commercial use only.**

A permit shall not allow the permittee to engage in chicken breeding or fertilizer production or the sale of eggs or chickens for commercial purposes. The permittee may use the eggs and chickens for non-commercial use only.

#### **58.06 Enclosures.**

- (a) Chickens must be kept in an enclosure or fenced area at all times. Chickens shall be secured within a henhouse or chicken tractor during non-daylight hours.
- (b) Enclosures must be kept in a clean, dry, odor-free, neat and sanitary condition at all times.
- (c) Henhouses, chicken tractors and chicken pens must provide adequate ventilation and adequate sun and shade and must be impermeable to rodents, wild birds and predators, including dogs and cats.
- (d) Henhouses and chicken tractors.
  - 1) Henhouses and chicken tractors shall be designed to provide safe and healthy living conditions for the chickens with a minimum of four (4) square feet per bird while minimizing adverse impacts to other residents in the neighborhood.

- i) A henhouse or chicken tractor shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator and bird proof wire of less than one (1) inch openings.
  - ii) The materials used in making a henhouse or chicken tractor shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The use of scrap, waste board, sheet metal, or similar materials is prohibited. Henhouses and chicken tractors shall be well maintained.
- 2) Henhouses, chicken tractors and chicken pens shall only be located in the rear yard as defined by Ankeny Municipal Code.
- 3) Henhouses, chicken tractors and chicken pens must be located at least twenty-five (25) feet from any property line.
- 4) Henhouses, chicken tractors and chicken pens must be located at least ten (10) feet from any storm water drainage/storm water detention/overland flowage easement and should not be located within any drainage swale that is not covered by easement.
- (e) Any enclosed chicken pen shall consist of sturdy wire fencing. The pen must be covered with wire, aviary netting, or solid roofing.

#### **58.07 Odor and noise impacts.**

- (a) Odors from chickens, chicken manure or other chicken related substances shall not be perceptible beyond the boundaries of the permitted tract of land.
- (b) Noise from chickens shall not be loud enough beyond the boundaries of the permitted tract of land at the property boundaries to disturb persons of reasonable sensitivity.

#### **58.08 Predators, rodents, and living conditions ~~insects and parasites~~.**

The Permittee shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites. Chickens found to be **kept in conditions in violation of Chapter 55.02 of the Municipal Code** ~~infested with insects and parasites that may result in unhealthy conditions to human habitation~~ may be removed by an Ankeny Animal Control Officer.



#### **58.09 Feed and water.**

Chickens shall be provided with access to feed and clean water at all times. The feed and water shall be unavailable to rodents, wild birds and predators.

#### **58.10 Waste storage and removal.**

All stored manure shall be covered by a fully enclosed structure with a roof or lid over the entire structure. No more than three (3) cubic feet of manure shall be stored on the permitted tract of land. All other manure not used for composting or fertilizing shall be removed. The henhouse, chicken tractor, chicken pen and surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner.

#### **58.11 Chickens at large.**

- (a) The Permittee shall not allow the Permittee's chickens to roam off the permitted tract of land. No dog or cat or other domesticated animal which kills a chicken off the permitted tract of land will, for that reason alone, be considered a dangerous or ~~aggressive~~ vicious animal or the city's responsibility to enforce its animal control provisions.
- (b) The Permittee shall place and keep leg bands on all chickens showing the permit number.

#### **58.12 Unlawful acts.**

- (a) It shall be unlawful for any person to keep chickens in violation of any provision of this Chapter or any other provision of the Ankeny Municipal Code.
- (b) It shall be unlawful for any owner, renter or leaseholder of property to allow chickens to be kept on the property in violation of the provisions of this article.
- (c) No person shall keep chickens inside a dwelling unit.
- (d) No person shall slaughter any chickens within the City of Ankeny.
- (e) No person shall keep a rooster.
- (f) No person shall keep chickens on a vacant or uninhabited tract of land.

#### **58.13 Nuisances.**

Any violation of the terms of this Chapter that constitutes a health hazard or that interferes with the use or enjoyment of neighboring property is a nuisance and may be abated under the general nuisance abatement provisions of Ankeny Municipal Code Chapter 50.

**Section 2.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 3.** This ordinance shall be effective upon its passage, approval and publication as provided by law.

**PASSED** and approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

MARK E. HOLM, Mayor

**ATTEST:**

---

MICHELLE YUSKA, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
Planning and Building

COUNCIL GOAL:  
Ensure Economic Vitality

ACTION REQUESTED:  
Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2157: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by 98 Investments, LLC.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of Ordinance 2157 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

**Action:** Consider motion to accept second consideration of ORDINANCE 2157

**Action:** Consider motion to accept second consideration of ORDINANCE 2157.




**Action:** Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2157, sending it on its final passage and publication as required by law.

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Ordinance</a>
 <a href="#">P&amp;Z Stamped Rezoning Exhibit</a>
 <a href="#">Waiver Request</a>

## **ORDINANCE**

### **ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY 98 INVESTMENTS, LLC, FROM C-2, GENERAL RETAIL, HIGHWAY-ORIENTED, AND CENTRAL BUSINESS COMMERCIAL DISTRICT, TO C-2A, CENTRAL BUSINESS COMMERCIAL DISTRICT**

---

**WHEREAS**, on the 22<sup>nd</sup> day of August, 2023, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 6<sup>th</sup> day of September, 2023, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by 98 Investments, LLC, from C-2, General Retail, Highway-Oriented, and Central Business Commercial District, to C-2A, Central Business Commercial District; and

**WHEREAS**, on the 2<sup>nd</sup> day of October, 2023, after due notice and hearing provided by law, the City Council now deems it reasonable and appropriate to rezone the following described property:

#### **LEGAL DESCRIPTION:**

PARCEL "A" OF PLAT OF SURVEY RECORDED IN BOOK 14927, PAGE 105 BEING A PART OF LOTS 8 & 9 ALL IN ARTHUR PLACE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

#### **LAYMAN'S DESCRIPTION:**

Approximately 0.29 acres (+/-) located south of W 1<sup>st</sup> Street, north of SW 3<sup>rd</sup> Street, and adjacent to the Ankeny Market & Pavilion.

**BE IT ENACTED** by the City Council of the City of Ankeny, Iowa:

**SECTION I.** The Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, are hereby amended to rezone the above-described property owned by 98 Investments, LLC, from C-2, General Retail, Highway-Oriented, and Central Business Commercial District, to C-2A, Central Business Commercial District.

**SECTION II. REPEAL.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION III. EFFECTIVE DATE.** This Ordinance shall be in effect upon its final passage and publication, as provided by law.

**PASSED AND APPROVED** this 6<sup>th</sup> day of November, 2023.

CITY OF ANKENY, IOWA

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

**PUBLISHED IN  
THE DES MOINES REGISTER  
ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023**

**1<sup>st</sup> Con \_\_\_\_\_ (Public Hearing)  
2<sup>nd</sup> Con \_\_\_\_\_  
3<sup>rd</sup> Con \_\_\_\_\_**







October 3, 2023

Honorable Mayor and Members of the City Council  
City of Ankeny  
410 West 1st Street  
Ankeny, Iowa 50023

RE: REQUEST TO WAIVE THIRD READING  
FIRETRUCKER WAREHOUSE PROPERTY  
PARCEL A, LOTS 8 AND 9, ARTHUR PLACE  
S&A Project No. 123.0846.01

Dear Honorable Mayor and City Council:

On behalf of Marcus Pitts with 98 Investments, LLC, as Owner and Applicant we respectfully request waiver of the third reading for the property located at 206 SW Maple Street known as the Firetrucker Warehouse building located north of the Firetrucker Brewery and south and west of the Ankeny Market and Pavilion. As you are aware, there was no public comment at the public hearing held on October 2, 2023.

If you have any questions or comments, please contact me at your convenience. Thank you.

Sincerely,

SNYDER AND ASSOCIATES, INC.



Brent K. Culp

Enclosure

cc: Marcus Pitts, 98 Investments, LLC  
file



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Enhance Quality of Life

ACTION REQUESTED:  
Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2158:

An Ordinance vacating a drainage easement on Lot 1 of Aspen Ridge Commercial Plat 3.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To accept second consideration of ORDINANCE 2158.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

**Action:** Consider motion to accept second consideration of ORDINANCE 2158.

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Ordinance</a>
 <a href="#">Vacation Exhibit</a>

**WHEN RECORDED RETURN TO:**

City of Ankeny, City Clerk  
410 W 1<sup>st</sup> Street  
Ankeny, IA 50023

---

Preparer Information: Bryan Morrissey, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3551

---

**ORDINANCE**

**AN ORDINANCE VACATING A PORTION OF A PUBLIC DRAINAGE EASEMENT  
LOCATED ON LOT 1, ASPEN RIDGE COMMERCIAL PLAT 3**

---

**WHEREAS**, pursuant to notice published in the manner required by law, on the 2<sup>nd</sup> day of October, 2023, the City Council of the City of Ankeny, Iowa, held a public hearing to consider a request to vacate a portion of a public drainage easement, as shown on the attached Easement Vacation Plat; and

**WHEREAS**, the City Council finds that all public purpose served by said Easement is no longer necessary; and

**WHEREAS**, the City Council has determined that it is in the best interest of the citizens of Ankeny that said Easement be vacated.

**BE IT ENACTED** by the City Council of the City of Ankeny, Iowa:

**SECTION I.** The City of Ankeny does hereby vacate and release that portion of said Easement, as shown on the attached Easement Vacation Plat.

**SECTION II. REPEAL.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION III. EFFECTIVE DATE.** This Ordinance shall be in effect upon its final passage and publication required by law.

**PASSED AND APPROVED** this 6<sup>th</sup> day of November, 2023.

CITY OF ANKENY, IOWA

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Mark E. Holm, Mayor

ATTEST:

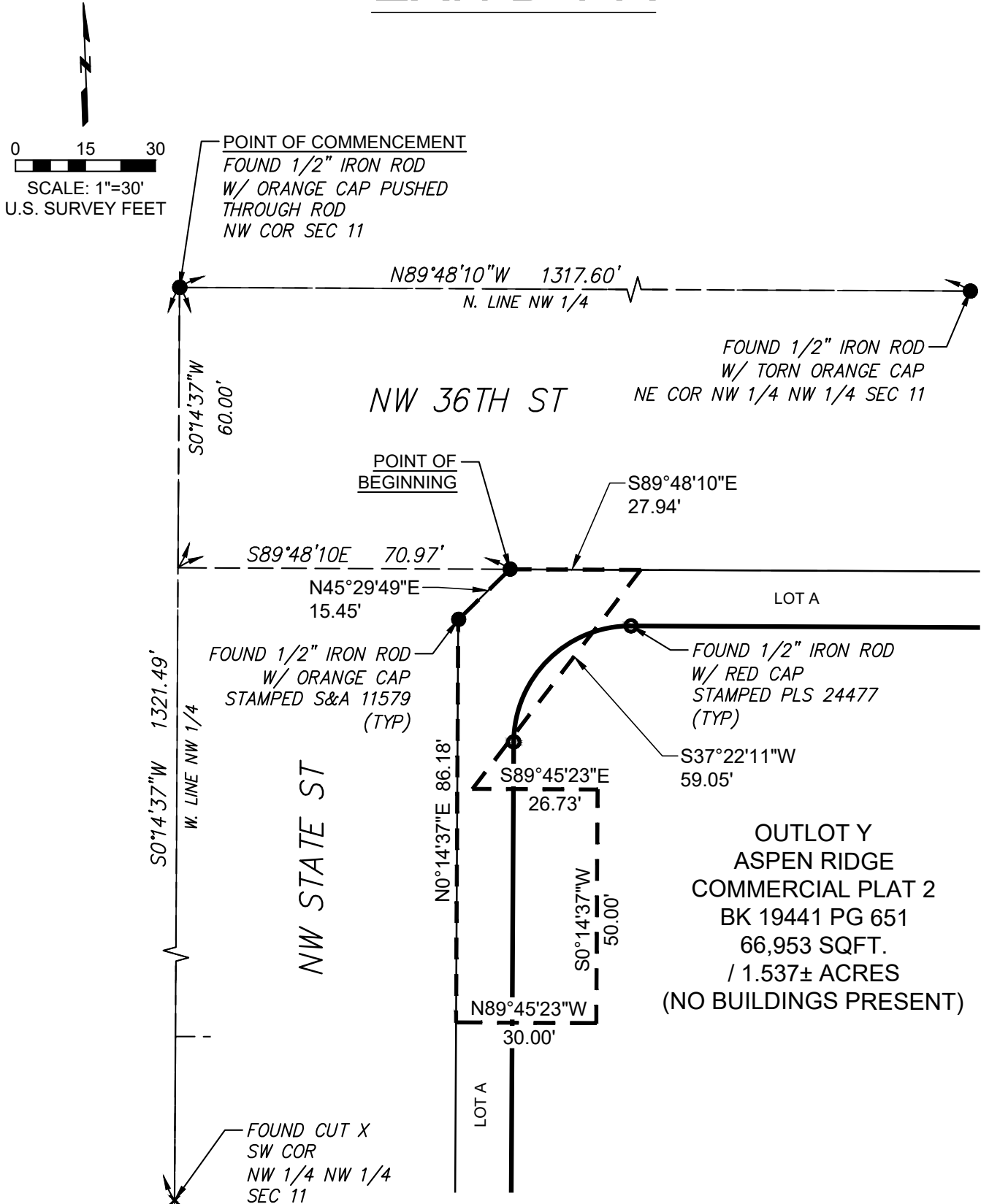
---

Michelle Yuska, City Clerk

**PUBLISHED IN  
THE DES MOINES REGISTER  
ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023**

**1<sup>st</sup> Con \_\_\_\_\_ (Public Hearing)  
2<sup>nd</sup> Con \_\_\_\_\_  
3<sup>rd</sup> Con \_\_\_\_\_**

# EXHIBIT A



20 ALLEN AVENUE, SUITE 200  
ST LOUIS, MISSOURI 63119  
(314) 962-7900 / info@f-w.com

EASEMENT VACATION  
PART OF LOT A AND OUTLOT Y  
ASPEN RIDGE COMMERCIAL PLAT 2  
NORTHWEST QUARTER OF THE NORTHWEST QUARTER  
SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST, 5TH PM  
CITY OF ANKENY, POLK COUNTY, IOWA

PROJECT NO.: 0220491.00  
DRAWN: EAT  
REVIEWED: CME  
DATE: 8/15/2023



etrentmann | J:\2022\0220491.00 - McD - NW 36th & NW State St LC014-0363\Survey\07\_Drawings\XV\_ESMT - 0220491.dwg | 8/15/2023 1:22 PM |

### EASEMENT VACATION

PERMANENT DRAINAGE EASEMENT VACATION LOCATED WITHIN A PORTION OF LOT A AND OUTLOT Y OF ASPEN RIDGE COMMERCIAL PLAT, ACCORDING TO THE DOCUMENT THEREOF RECORDED IN BOOK 19441, PAGE 651 OF THE POLK COUNTY RECORDS, SITUATED WITHIN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11; THENCE SOUTH 0°14'37" WEST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 60.00 FEET; THENCE DEPARTING SAID LINE, SOUTH 89°48'10" EAST, 70.97 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT VACATION; THENCE ALONG THE NORTH LINE OF SAID LOT A, SOUTH 89°48'10" EAST, 27.94 FEET; THENCE DEPARTING SAID LINE, SOUTH 37°22'11" WEST, 59.05 FEET; THENCE SOUTH 89°45'23" EAST, 26.73 FEET; THENCE SOUTH 0°14'37" WEST, 50.00 FEET; THENCE NORTH 89°45'23" WEST, 30.00 FEET TO THE WEST LINE OF SAID LOT A; THENCE ALONG SAID LINE, NORTH 0°14'37" EAST, 86.18 FEET; THENCE NORTH 45°29'49" EAST, 15.45 FEET TO THE POINT OF BEGINNING. CONTAINING 0.06 ACRES (2,433 S.F.).

SAID EASEMENT VACATION BEING THE SAME DESCRIBED PERMANENT DRAINAGE EASEMENT IDENTIFIED AS AREA "A" IN AN ACQUISITION PLAT RECORDED IN BOOK 11315, PAGE 756 OF SAID COUNTY RECORDS.



20 ALLEN AVENUE, SUITE 200  
ST LOUIS, MISSOURI 63119  
(314) 962-7900 / info@f-w.com

EASEMENT VACATION  
PART OF LOT A AND OUTLOT Y  
ASPEN RIDGE COMMERCIAL PLAT 2  
NORTHWEST QUARTER OF THE NORTHWEST QUARTER  
SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST, 5TH PM  
CITY OF ANKENY, POLK COUNTY, IOWA

PROJECT NO.: 0220491.00  
DRAWN: EAT  
REVIEWED: CME  
DATE: 8/15/2023



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Enhance Quality of Life

---

ACTION REQUESTED:  
Ordinance - 2nd Reading

---

LEGAL:  
Item Reviewed by Legal Counsel

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SUBJECT:  
Ord 2159: An Ordinance creating Chapter 49 of the Code of Ordinances of the City of Ankeny, Iowa, by creating provisions pertaining to camping within city limits.

---

EXECUTIVE SUMMARY:  
The objective of this proposed ordinance is to maintain and preserve public places to be accessible to all while providing assistance to homeless individuals by finding immediate shelter space and permanent housing as soon as practical, not to seek monetary fines. Items included in the proposed ordinance consists of sections addressing definitions, unlawful camping, unlawful storage of personal property in public spaces, penalty for violations, removal procedures, and, in areas specifically noted, the suspension of enforcement if no overnight shelter is available.

---

FISCAL IMPACT: **No**  
There is anticipated to be ancillary expenses both in terms of monetary and staff time related to transportation, temporary accommodations, and administration.

---

CITY MANAGER'S RECOMMENDATIONS:  
Accept second consideration of Ordinance 2159 to create chapter 49, Camping, in the Code of

Ordinances.

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:


**Action:** Consider motion to accept second consideration of  
ORDINANCE 2159.

---

ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">Proposed Ordinance Chapter 49 - Camping</a>

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ADDING CHAPTER 49, CAMPING, OF THE MUNICIPAL  
CODE OF THE CITY OF ANKENY, IOWA

---

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:

**Section 1:** That the Code of Ordinances of the City of Ankeny, Iowa, is hereby amended to adopt the following underlined language:

CHAPTER 49  
CAMPING

49.01 UNLAWFUL CAMPING.

1. It shall be unlawful for any person to camp, occupy a campsite or use camp paraphernalia in the following areas unless otherwise specifically authorized in an Ankeny campground or by City regulations or rules or by temporary permit to allow camping on public property in connection with a special event or by declaration of the mayor in emergency circumstances, except as set forth in Subsection 2 below:

A. Any park;

B. Any publicly-owned property to which the public is not ordinarily allowed access, including but not limited to, buildings, water storage tank sites, well sites, storm water ponds and facilities, and other secured properties;

C. That portion of any street or sidewalk that is expressly reserved for vehicular or pedestrian travel;

D. Portions of any street right-of-way that is not expressly reserved for vehicular or pedestrian travel; and

E. Any other publicly-owned parking lot or publicly-owned property, improved or unimproved.

2. The prohibitions contained in subsections 1.A, 1.B, 1.C, and 1.E above shall be enforced at all times. Law enforcement officers shall not enforce the prohibitions in Subsection 1.D above when there is no Available Overnight Shelter for individuals or family units experiencing homelessness on the date that camping occurs. "Available Overnight Shelter" means a public or private shelter within Polk County and with an available overnight space, open to an

individual or family unit experiencing homelessness at no charge. If an individual or family unit cannot use available space because of the individual or family member's sex, familial or marital status, religious beliefs, disability, or a shelter's length-of-stay restrictions, the space is not considered to be available. The space is also not considered to be available if an individual has attempted to secure a bed at the shelter by lining up in advance of the shelter opening for the day and has been denied entry due to lack of available space. The space is considered available if the individual could not use the space due to voluntary actions such as intoxication, drug use or unruly behavior.

#### 49.02 STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES.

1. It shall be unlawful for any person to store personal property, including a campsite and camp paraphernalia, unless otherwise specifically authorized in an Ankeny campground or by City regulations or rules or by temporary permit to allow camping on public property in connection with a special event or by declaration of the mayor in emergency circumstances, in the following areas, except as set forth in Subsection 2 below:

A. Any park;

B. Any publicly-owned property to which the public is not ordinarily allowed access, including but not limited to, public buildings, water storage tank sites, well sites, storm water ponds and facilities, and other secured properties;

C. That portion of any street or sidewalk that is expressly reserved for vehicular or pedestrian travel;

D. Portions of any street right-of-way that is not expressly reserved for vehicular or pedestrian travel; and

E. Any other publicly-owned parking lot or publicly-owned property, improved or unimproved.

2. The prohibitions contained in Subsections 1.A, 1.B, 1.C, and 1.E above shall be enforced at all times. Law enforcement officers shall not enforce the prohibitions in Subsection 1.D above when there is no Available Overnight Shelter for individuals or family units experiencing homelessness on the date that camping occurs. If an individual or family unit cannot use available space because of the individual or family member's sex, familial or marital status, religious beliefs, disability, or a shelter's length-of-stay restrictions, the space is not considered to be available. The space is also not considered to be available if an individual has attempted to secure a bed at the shelter by lining up in advance of the shelter opening for the day and has been denied entry due to lack of available space. The space is considered available if the individual

could not use the space due to voluntary actions such as intoxication, drug use or unruly behavior.

#### 49.03 PENALTY FOR VIOLATIONS.

1. Violation of this Ordinance shall be deemed a trespass and subject the person to the penalties of a simple misdemeanor, but specifically excluding imprisonment.

2. Prior to imposing any fine for violation of this Chapter, the Court shall make an inquiry into a person's ability to pay. The Court is explicitly authorized to impose a requirement to perform community service in lieu of paying a fine.

#### 49.04 ENFORCEMENT.

1. A violation of this Chapter shall be enforced as follows:

A. Prior to issuing any citation pursuant to this Chapter, the investigating officer shall inquire whether the unlawful camping and storage of personal property is due to homelessness. If the officer learns that such is the case, the officer shall determine, in accordance with the relevant department policy, if there is Available Overnight Shelter to accommodate the subject of the investigation. If the officer determines that there is no Available Overnight Shelter, the officer shall not issue a citation.

B. If the officer determines that there is Available Overnight Shelter, the officer may, within their discretion:

- (1) Provide directions to the shelter location.
- (2) Offer one-time transport to the shelter location.

C. Any individual who refuses to accept the shelter space offered is subject to penalty in accordance with Section 49.03 of this Chapter.

2. After notice reasonably attempted or given, Camp paraphernalia, left for 72 hours or more shall be deemed abandoned and may be removed and disposed of by the City. Provided, however, any Camp paraphernalia determined to be hazardous to the person or to others may be removed and disposed of immediately.

#### 49.05 DEFINITIONS.

1. The following definitions are applicable to this chapter unless the context otherwise requires:



A. “Camp” means to set up or remain in or at a campsite for the purpose of establishing or maintaining a temporary place to live, or to use camp paraphenalia;

B. “Campsite” means a place where any bedding, sleeping bag, or other sleeping matter, or any stove or fire is placed, established, or maintained, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any other vehicle or part thereof;

C. “Camp paraphenalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks or noncity-designated cooking facilities and similar equipment;

D. “Park” means those areas subject to the executive and administrative responsibility of the Park Board established by Code of Ordinances of the City of Ankeny Chapter 23, including but not limited to parks, trails, playgrounds, athletic fields, and public open space;

E. “Store” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location;

F. “Street” means any highway, lane, road, street, right-of-way, boulevard, alley and every way or place in Ankeny that is open as a matter of right to public vehicular travel.

#### 49.06 RULES.

1. The Chief of Police is hereby authorized to adopt rules, regulations, administrative policies, and procedures for implementing Sections 49.01 through 49.05.

**Section 2:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 3:** This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

**PASSED** at Ankeny, Iowa, this \_\_\_\_ day of \_\_\_\_\_ 2023.

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Mark E. Holm, Mayor

ATTEST:

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Michelle Yuska, City Clerk

**Published in the Des Moines Register**  
**On the \_\_\_\_ day of \_\_\_\_\_, 2023**

1<sup>st</sup> Con \_\_\_\_\_

2<sup>nd</sup> Con \_\_\_\_\_

3<sup>rd</sup> Con \_\_\_\_\_



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

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ACTION REQUESTED:

Resolution

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LEGAL:

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SUBJECT:

Proposed 80/20 Voluntary Urbanized Annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0) (PH 2023-57)

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

Approve and adopt resolution.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

**Action:** Consider motion to receive and file the August 24, 2023 Consultation Meeting Report.

**Action:** Consider motion to receive and file correspondence.




**Action:** Consider motion to adopt**RESOLUTION**annexing certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., DRA Properties, LLC, and Gene C. Hildreth, Jr. (Hope Kimberley 2.0)

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">Resolution</a>
 <a href="#">Annexation Map</a>
 <a href="#">Consultation Meeting Report</a>

## **RESOLUTION 2022-**

### **A RESOLUTION ANNEXING CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY REQUESTED BY HOPE KIMBERLEY, LLC, BK LINNEMEYER TRUST, BRIAN K. AND KELLI K. LINNEMEYER, RICHARD R. AND STACEY MARTIN, A. BYRON GUSTAFSON, NORTHSTAR, LTD., AND GENE C. HILDRETH, JR.**

**WHEREAS**, the titleholders of the following described property have made application for annexation of the same to the City of Ankeny, Iowa:

#### **LEGAL DESCRIPTION:**

THE E 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 864.2 FEET; THENCE N88°17'W, 609.8 FEET; THENCE S0°16'E, 396.4 FEET; THENCE WEST 703 FEET; THENCE S0°34'E, 486 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 1306.2 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112 AND EXCEPT ESTABLISHED ROAD. (Owner(s): RICHARD R & STACEY MARTIN),

AND;

THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): NORTHSTAR LTD)

AND;

OUTLOT X IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): HOPE KIMBERLEY LLC)

AND;

THE S 1/2 OF THE SW 1/4 OF THE NE 1/4, AND THE S 1/2 OF THE SE 1/4 OF THE NW 1/4; ALL IN SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): HOPE KIMBERLEY LLC)

AND;

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING EASTERLY OF PARCELS C & D OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. (Owner(s): GENE C HILDRETH JR)

AND;

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING WESTERLY OF PARCEL C OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. (Owner(s): GENE C HILDRETH JR)

AND;

AND;

THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., LYING NORTH AND EAST OF A LINE BEGINNING 1,146.74 FEET NORTH AND 75 FEET EAST OF THE SW CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE S83°00'E, 198 FEET; THENCE S00° 00'E, 240 FEET; THENCE N90°00'E, 410 FEET; THENCE S00°00'E, 575.53 FEET, THENCE EAST TO THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, ALL NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD. (Owner(s): A BYRON & CHERYL C. GUSTAFSON)

AND;

THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): BK LINNEMEYER TRUST, KELLI K & BRIAN K LINNEMEYER)

AND;

THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): BK LINNEMEYER TRUST, KELLI K & BRIAN K LINNEMEYER)

#### **LAYMAN'S DESCRIPTION:**

Approximately 345.1 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

**WHEREAS**, it was understood by the applicants that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate were to be installed at the sole expense of the developer of said real estate; and

**WHEREAS**, it appears that the owners are the only titleholders of the respective, above-described real estate; and

**WHEREAS**, in order to avoid the creation of islands or to create more uniform boundaries, the City, based on its authority in Section 368.7 State Code of Iowa, as amended, has chosen to annex the following described real estate;

**LEGAL DESCRIPTION:**

EXCEPT THE EAST 45 FEET AND THE WEST 25 FEET OF THE EAST 70 FEET OF THE NORTH 650.8 FEET OF THE SOUTH 864.2 FEET – BEGINNING 41.3 FEET NORTH OF THE SOUTHEAST CORNER, THENCE NORTH 822.9 FEET, THENCE WEST 609.8 FEET, THENCE SOUTH 396.4 FEET, THENCE WEST 703 FEET, THENCE SOUTH 406.8 FEET, THENCE EAST 721 FEET, THENCE SOUTH 25 FEET, THENCE EAST 585.9 FEET TO THE POINT OF BEGINNING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5<sup>TH</sup> P.M., POLK COUNTY, IOWA. (Owner(s): JASON & LINDA WATTONVILLE)  
AND;  
LOT 4 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): GRANT T & JODI GOLDSBERRY)  
AND;  
LOT 3 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): TIMOTHY A & PATRICIA R VOGEL)  
AND;  
LOT 2 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): JEREMY & TERESA NEFZGER)  
AND;  
OUTLOT Z IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): JEREMY & TERESA NEFZGER)  
AND;  
ONE ACRE IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST, BEING 11 RODS NORTH AND SOUTH AND 14 AND 6/11THS RODS EAST AND WEST, WEST OF THE 5<sup>TH</sup> P.M., POLK COUNTY, IOWA. (Owner(s): DRA PROPERTIES LLC)  
AND;  
LOT 1 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. (Owner(s): DENNIS M GIBSON)  
AND;  
OUTLOT W IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. (Owner(s): DENNIS M GIBSON)  
AND;  
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5<sup>TH</sup> P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1860.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'00" EAST, A DISTANCE OF 606.92 FEET; THENCE S90°00'00" EAST, A DISTANCE OF 75.00 FEET; THENCE S83°00'00" EAST, A DISTANCE OF 198.00 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 240.00 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 410.00 FEET; THENCE S00°00'00" EAST, A DISTANCE OF 277.36 FEET; THENCE S82°24'19" WEST, A DISTANCE OF 502.50 FEET; THENCE N89°41'27" WEST, A DISTANCE OF 183.43 FEET TO THE POINT OF BEGINNING. (Owner(s): BOBBY R MASON JR & VALERIA J MASON)

**LAYMAN'S DESCRIPTION:**

Approximately 77.06 (+/-) acres of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126<sup>th</sup> Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

**WHEREAS**, Section 368.5, Code of Iowa, provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of the adjacent road.

**WHEREAS**, the non-petitioning property owners of the above parcels have been notified 14 days prior to the date of this resolution by certified mail; and

**WHEREAS**, each owner of property that adjoins the territory, the Chairperson of the County Board of Supervisors, all non-consenting owners of property and each public utility which serves the area have been notified 14 business days prior to the date of this resolution by regular mail; to the Chairperson of the County Board of Supervisors and the Iowa Attorney General, Polk County Attorney, the Metropolitan Planning Organization, Regional Planning Authority, all affected public utilities, all non-consenting landowners and each city within two miles of the territory have been notified 14 business days prior to the date of this resolution by certified mail and, further, notice of the proposed annexation was published at least 10 business days prior to the date of this resolution.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny Iowa, that the above-described real estate should be annexed and is hereby annexed to and made a part of the City of Ankeny, Iowa, subject only to its approval by the City Development Board in accordance with Iowa Code Section 368.7(1).



**BE IT FURTHER RESOLVED** by the City Council of the City of Ankeny, Iowa, that the City Clerk is hereby authorized to obtain from the Iowa Secretary of State an acknowledgment of its receipt of the herein-referred to map and resolution and the City Clerk is hereby authorized and directed to certify, upon the completion of such acts, the filing of the copies of map and resolution with the Polk County Recorder and the filing of the copies of the resolution, map and legal description of the territory involved with the Iowa Department of Transportation, all as provided in the Code of Iowa.

**PASSED AND APPROVED** this 16<sup>th</sup> day of October, 2023.

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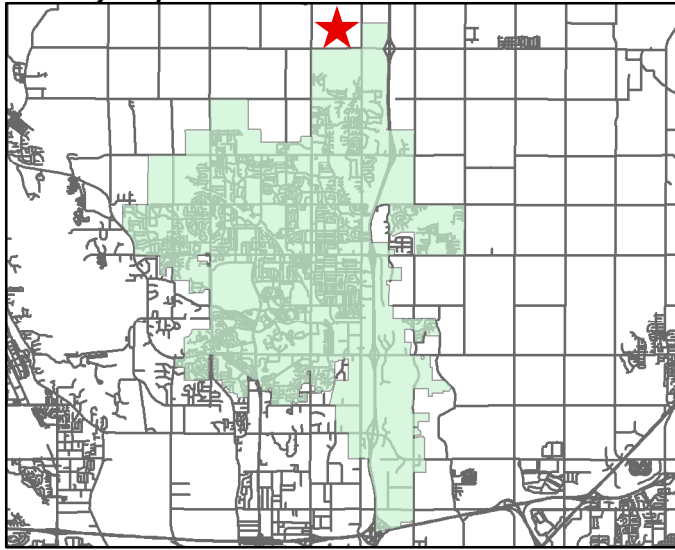
Mark E. Holm, Mayor

ATTEST:

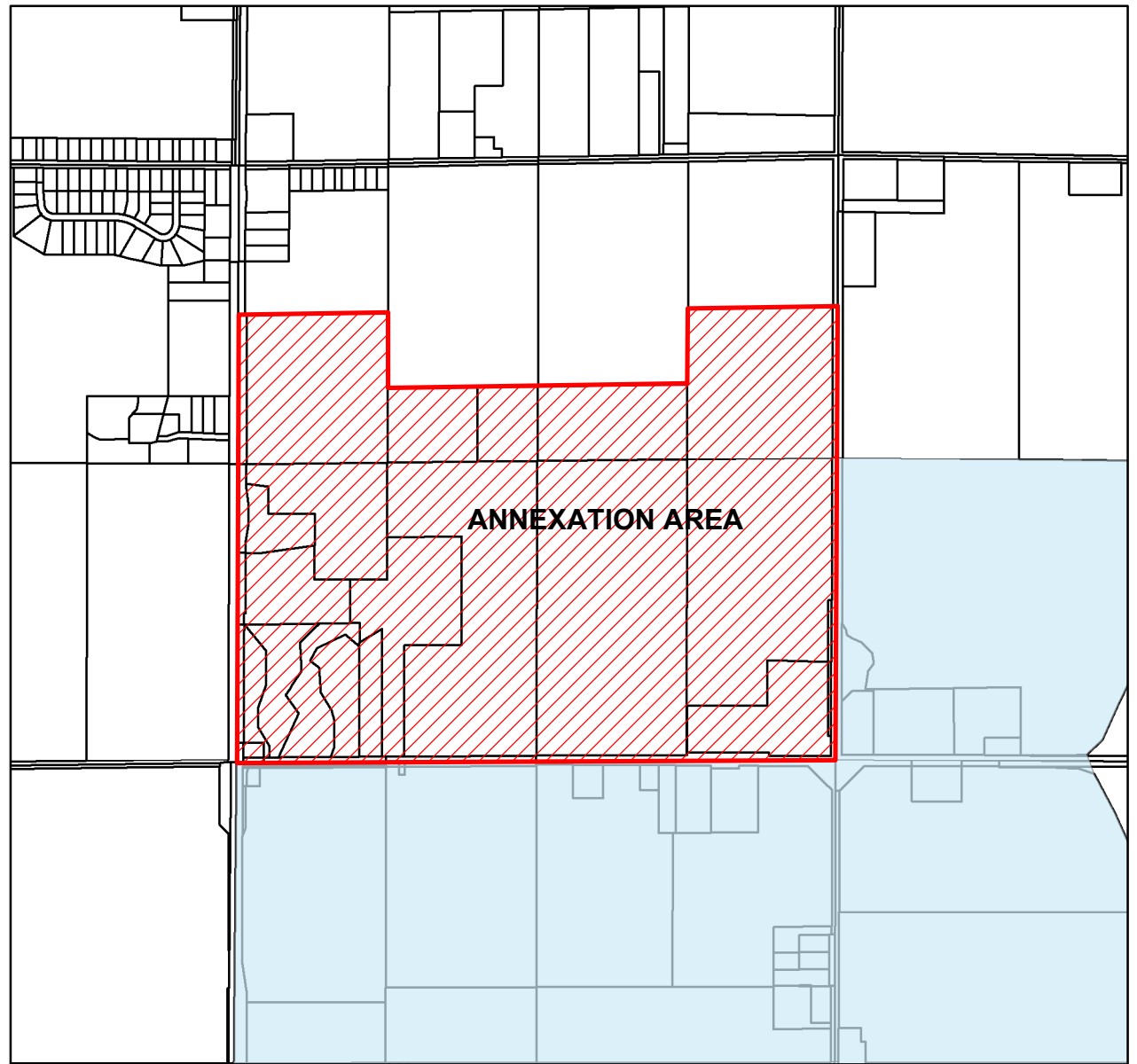
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Michelle Yuska, City Clerk

## Vicinity Map



**LEGAL DESCRIPTION**  
 OUTLOT X IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: THE S 1/2 OF THE SW 1/4 OF THE NE 1/4, AND THE S 1/2 OF THE SE 1/4 OF THE NW 1/4; ALL IN SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: THE E 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 864.2 FEET; THENCE N88°17'W, 609.8 FEET; THENCE S0°16'E, 396.4 FEET; THENCE WEST 703 FEET; THENCE S0°34'E, 486 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 1306.2 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112 AND EXCEPT ESTABLISHED ROAD. AND: THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., LYING NORTH AND EAST OF A LINE BEGINNING 1,146.74 FEET NORTH AND 75 FEET EAST OF THE SW CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE S83°00'E, 198 FEET; THENCE S00°00'E, 240 FEET; THENCE N90°00'E, 410 FEET; THENCE S00°00'E, 575.53 FEET, THENCE EAST TO THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, ALL NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD. AND: THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: ONE ACRE IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST, BEING 11 RODS NORTH AND SOUTH AND 14 AND 6/11THS RODS EAST AND WEST, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING EASTERLY OF PARCELS C & D OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. AND: THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING WESTERLY OF PARCEL C OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. AND: EXCEPT THE EAST 45 FEET AND THE WEST 25 FEET OF THE EAST 70 FEET OF THE NORTH 650.8 FEET OF THE SOUTH 864.2 FEET - BEGINNING 41.3 FEET NORTH OF THE SOUTHEAST CORNER, THENCE NORTH 822.9 FEET, THENCE WEST 609.8 FEET, THENCE SOUTH 396.4 FEET, THENCE WEST 703 FEET, THENCE SOUTH 406.8 FEET, THENCE EAST 721 FEET, THENCE SOUTH 25 FEET, THENCE EAST 585.9 FEET TO THE POINT OF BEGINNING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: LOT 4 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: LOT 3 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: LOT 2 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: OUTLOT Z IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: LOT 1 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. AND: OUTLOT W IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. AND: ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1860.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'00" EAST, A DISTANCE OF 606.92 FEET; THENCE S90°00'00" EAST, A DISTANCE OF 75.00 FEET; THENCE S83°00'00" EAST, A DISTANCE OF 198.00 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 240.00 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 410.00 FEET; THENCE S00°00'00" EAST, A DISTANCE OF 277.36 FEET; THENCE S82°24'19" WEST, A DISTANCE OF 502.50 FEET; THENCE N89°41'27" WEST, A DISTANCE OF 183.43 FEET TO THE POINT OF BEGINNING. THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.



1 inch = 1,500 feet

**Annexation Map**

Property Owners: Richard R & Stacey Martin, Northstar LTD, Hope Kimberley LLC, Gene C Hildreth Jr, DRA Properties LLC, A Byron & Cheryl C Gustafson, BK Linnemeyer Trust, Kelli K & Brian K Linnemeyer, Jason & Linda Wattonville, Grant T & Jodi Goldsberry, Timothy A & Patricia R Vogel, Jeremy & Teresa Nefzger, Dennis M Gibson, Bobby R Mason Jr & Valeria J Mason

**City of Ankeny**

**Hope Kimberley LLC 2.0  
Annexation**

Sheet No. 1 of 1	City of Ankeny, Iowa Planning and Building Department
	Drawn By: JH
	Checked by:
	Date: September 7, 2023

Notices mailed by certified mail to:

**POLK COUNTY BOARD OF SUPERVISORS**  
COUNTY ADMINISTRATION BUILDING  
111 COURT AVENUE  
DES MOINES, IA 50309

JAMES CHARLES FAUSCH, TRUSTEE  
**LINCOLN TOWNSHIP**  
RR 1 BOX 56  
ALLEMAN, IA 50007

STEVEN LEE, TRUSTEE  
**LINCOLN TOWNSHIP**  
4637 NW 118<sup>TH</sup> AVE  
POLK CITY, IA 50226

LYNDA LEHMAN, CLERK  
**LINCOLN TOWNSHIP**  
15201 NW 16<sup>TH</sup> ST  
SLATER, IA 50244

WAYNE REINHART, TRUSTEE  
**LINCOLN TOWNSHIP**  
12465 NE 6<sup>TH</sup> ST  
ALLEMAN, IA 50007

Notices mailed by regular mail to:

BRET VANDELUNE  
LAND USE PLANNING MANAGER  
**POLK COUNTY**  
5885 NE 14<sup>TH</sup> STREET  
DES MOINES, IA 50313

MICHAEL KLINE, SUPERINTENDENT  
NORTH POLK COMMUNITY SCHOOL  
DISTRICT  
13930 NE 6<sup>TH</sup> ST  
ALLEMAN, IA 50007

DR. ERICK PRUITT, SUPERINTENDENT  
**ANKENY COMMUNITY SCHOOL DISTRICT**  
OFFICE OF THE SUPERINTENDENT  
306 SW SCHOOL ST

**Meeting Date:** AUGUST 24, 2023 – 10:00 AM

**Meeting Location:** ANKENY PUBLIC SERVICES BUILDING, MEETING ROOM C  
1210 NW PRAIRIE RIDGE DRIVE  
ANKENY, IA 50023

**Attendance:** ERIC CARSTENS, PLANNING ADMINISTRATOR, COMMUNITY DEVELOPMENT  
JAKE HEIL, ASSOCIATE PLANNER, COMMUNITY DEVELOPMENT  
MICHAEL KLINE, SUPERINTENDENT, NORTH POLK COMMUNITY SCHOOL DISTRICT

**Written comments received:** *None received*



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

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ACTION REQUESTED:  
Motion

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LEGAL:  
No Review Required

---

SUBJECT:  
Proposed Magazine Ground Storage Tank Painting  
Professional Services Agreement with Dixon Engineering

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EXECUTIVE SUMMARY:  
The action before the City Council is the approval of a Professional Services Agreement with Dixon Engineering, for design engineering and bidding phase services needed for the Magazine Ground Storage Tank Painting Project.

This project will include the repaint of the interior and exterior of the Magazine Ground Storage Tank. The existing coating is starting to show signs of wear as the usefulness of the coating is wearing out. Typically, the expectation is that the coating would last for 15 - 20 years and we are currently at 23.

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FISCAL IMPACT: **No**  
The project is included in the City's 2023 - 2027 Capital Improvement Program with design in 2023 with

painting scheduled to be completed in 2024.

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CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Dixon Engineering, for the design engineering and bidding phase services on the Magazine Ground Storage Tank Painting Project in an amount not to exceed \$8,175.00 and the Mayor to execute said agreement.

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:


**Action:** Consider a motion to approve the Professional Services Agreement with Dixon Engineering, for the design engineering and bidding phase services on the Magazine Ground Storage Tank Painting Project in an amount not to exceed \$8,175.00 and the Mayor to execute said agreement.

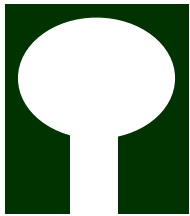
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ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
 <a href="#">Professional Services Agreement</a>



# DIXON

**ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY**

4811 S. 76<sup>th</sup> St., Suite 109  
Greenfield, WI 53220  
Telephone: (414) 529-1859  
Fax: (414) 282-7830

**AGREEMENT BETWEEN OWNER AND DIXON  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: 10/16/2023 ("Effective date") between City of Ankeny, Iowa ("Owner") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).


IN WITNESS WHEREOF, the ("Owner") and ("DIXON") have executed this Agreement. The Owner's Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: Technical Specifications, Bidding and Contract Documents, Bid Opening Meeting on the 1,000,000 Gallon Reservoir (Magazine Rd) ("Project").

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of \$8,175.

**Proposals / Agreement Signatures**

<u>Tim Wilson, MPA, Project Manager</u>	<u>October 4, 2023</u>
PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer)	PROPOSAL DATE

CONTRACT APPROVED BY OWNER	POSITION	DATE
<hr/>		
Co SIGNATURE (if required)	POSITION	DATE
	<u>Project Manager</u>	<u>10/4/2023</u>
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON's and Owner's representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Don Clark  
Address for Owner's receipt of notices:  
City of Ankeny  
1210 NW Prairie Ridge Dr  
Ankeny, IA 50023  
Email: dclark@ankenyiowa.gov

Designated Person: Tim Wilson, MPA  
Address for DIXON's receipt of notices:  
Dixon Engineering, Inc.  
4811 S. 76<sup>th</sup> Street, Suite 109  
Greenfield, WI 53220  
Email: tim.wilson@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.



Owner and DIXON further agree as follows:

## **ARTICLE 1 SERVICES OF DIXON**

### **1.01 DIXON shall provide or cause to be provided:**

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

## **ARTICLE 2 OWNER'S RESPONSIBILITIES**

### **2.01 Owner shall provide or cause to be provided:**

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

## **ARTICLE 3 SCHEDULE FOR RENDERING SERVICES**

### **3.01 Commencement:**

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

## **ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C**

## **ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP**

## **ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP**

## **ARTICLE 7 DEFINITIONS**

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

## **ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS**

- A. EXHIBITS Included:
  - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
  - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
  - 3. EXHIBIT C, Attachments C-1, and C-2.
  - 4. EXHIBIT E, Electronic Documents Protocol (EDP).
  - 5. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
  - 6. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
  - 1. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
  - 2. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
  - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from EJCDC merged with other EXHIBITS or not used.

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

**9.00** Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

### **9.01 Survival:**

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

### **9.02 Severability:**

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **9.03 Successors, Assigns, and Beneficiaries:**

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

### **9.04 Waiver:**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

### **9.05 Accrual of Claims:**

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

### **9.06 DIXON's Certifications:**

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

### **9.07 Total Agreement:**

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

## **DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES**

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Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.

### **PART 1**

#### **A1.01 Design Phase – Technical Specifications:**

A. Basic Services:

1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
2. DIXON shall prepare Technical Specifications and Drawings to include:
  - a. Additions to General Conditions of Construction Contract relevant to coating projects.
  - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
  - c. Specifications for Coating Repair or Replacement.
3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
5. After receipt, the Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
7. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
8. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to the Owner the revised Technical Specifications.

B. Design Phase – RPR Services–None

C. Design Phase – Owner's Responsibility:

1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.
3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Bidding and Contract Document Phase:

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such

- protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
    - a. Section 00 00 00 Notice to Bidders.
    - b. Section 00 24 00 Project Summary.
    - c. Section 00 21 13 Instructions to Bidders.
    - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
    - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
    - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
    - g. Section 00 53 00 Schedule of Values Form.
  4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. The Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
  5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
  6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
  7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
  8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
  9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
  10. Attend and document bid opening, create bid tabs, and notify bidders of results after authorization of Owner.
  11. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
  12. If Owner agrees, issue Notice of Award to recommended Bidder.
  13. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to the Owner for full review by their Insurance Consultant.
  14. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
  15. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
  16. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.
  - A. Bidding and Contract Document Phase-RPR Services-None.
  - B. Bidding and Contract Documents Phase-Owner Responsibilities
    1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
    2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
    3. Attend and participate in the pre-bid conference if any.  
Provide a place for the bid opening and open the Bids received.

4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to the Owner by DIXON.

**A2.01 ADDITIONAL SERVICES**

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
  1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.

## **BASIS OF FEES, INVOICING AND PAYMENT**

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General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

### **Part 1 BASIS OF FEES**

#### **C1.00 Owner's Responsibility:**

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

#### **C1.01 Basis:**

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

#### **C1.02 Methods of Rate Calculation and Definitions including Limitations:**

- A. Standard Hourly Rate (SHR) Method:
  - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases.
    - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
    - b. Overtime rates apply for all hours worked on weekends and holidays.
    - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
  - 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
  - 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
    - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
    - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
    - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- A. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- B. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
  - 1. DIXON may use a Lump Sum for the entire project.
- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.
  - 1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).



2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

**C1.03 Definitions including Limitations:**

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

**C1.04 Fees:**

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees, if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.
- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which

result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.

1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
  - a. Excessive submittal review,
  - b. Excessive evaluations of proposed substitutes,
  - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
  - d. Work is defective, requires correction or replacement including additional inspection costs.
2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

#### **C1.05 Estimated Fee:**

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
  1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
  3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

#### **C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:**

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
  1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1<sup>st</sup> will have Attachment C-2 with effective rates through December 31 of the subsequent year.

2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right to implement rate increases.

**PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:**

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner monthly. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
  1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30<sup>th</sup> day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- E. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by the Owner.

**SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES**

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1. The total compensation for services under this Agreement is the estimated total compensation amount of **Eight Thousand, One Hundred, Seventy-Five Dollars, \$8,175** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Technical Specifications, Bidding and Contract Documents			\$7,175	Lump Sum
A1.01-Bid Opening Meeting			\$1,000	Unit Price
Total			\$8,175	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between  
Owner and DIXON

**STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE**

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<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$170.00	\$255.00
Engineer	\$175.00	\$263.00
CWI Welding RPR	\$187.00-\$205.70	\$277.50-\$308.00
DIXON Level 3 or NACE Certified Level 3 RPR	\$130.00-\$171.00	\$195.00-\$256.00
DIXON Level 2 or NACE Level 2 RPR	\$118.00-\$149.00	\$176.00-\$223.00
DIXON Level 1 or NACE Level 1 RPR	\$106.00-\$129.00	\$159.00-\$193.00
Contract Support Staff	\$135.00-\$165.00	\$204.00-\$248.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$168.00 per diem	\$158.00 per diem
Meals	\$62.00 per diem	\$57.00 per diem

**FEES EFFECTIVE THROUGH: December 31, 2023, Revised 9/8/2022**

## **ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

## **ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

### **E1.01 Electronic Documents Protocol**

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
  - 1. Basic Requirements
    - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
    - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
    - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
    - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
    - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
  - 2. System Infrastructure for Electronic Document Exchange
    - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
    - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
    - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party



maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
  - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of the contract.
  - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
  - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
  - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
- 1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
  - 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

**SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format.			
DOCX	Microsoft® Word. docx format.			
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.			

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR  
EXHIBITS**

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**GP1.00 Time for Completion:**

- A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.
- B. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.
- C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

**GP1.01 Opinions of Probable Construction Cost:**

- A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or verbally by DIXON.

**GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:**

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual conflict of interest arises or is identified.
  - 1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.
- C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
  1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
  2. the safety precautions and programs incident thereto,
  3. or security or safety at the Project site, nor
  4. for any failure of a Constructor's furnishing and performing of its work.
  5. DIXON shall not be responsible for the acts or omissions of any Constructor or
  6. for Constructor's compliance with Laws and Regulations.
- G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.
- H. DIXON shall not be responsible for any decisions made regarding the construction Agreement requirements, or any application, interpretation, clarification, or modification of the construction Agreement documents other than those made by DIXON or its consultants.
- I. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.
- J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.
- K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

**GP1.03 Use of Documents:**

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid Documents.
  - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
  - 2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
  - 3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
  - 4. The limited license to the Owner shall not create any rights in third parties.

**GP1.04 Records Retention:**

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

**GP1.05 Suspension and Termination:**

- A. Suspension:
  - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
  - 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
  - 3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
  - 4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement may be terminated.
  - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - 2. By DIXON:
    - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
    - b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
  - 3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Termination for Cause – Task Order:
  - 1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
    - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such

notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
    - a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
    - b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
    - c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
  3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.
- D. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- E. Payments Upon Termination:
1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
  2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

#### **GP1.06 Controlling Law and Compliance with Laws and Regulations:**

- A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.
- B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
  1. Changes after the Effective Date to Laws and Regulations.
  2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.
- C. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

#### **GP1.07 Dispute Resolution:**

- A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.



- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

**GP1.08 Environmental Condition of Site:**

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
  - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
  - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
  - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
  - 4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Disclosed C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

**INSURANCE REQUIREMENTS AND LIABILITY CONCERNS**

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The Agreement is supplemented to include the following agreement of the parties:

**IR1.00 Insurance:**

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
  - 1. Workers' Compensation: Statutory
  - 2. Employer's Liability:
    - 1) Bodily injury, each accident \$1,000,000
    - 2) Bodily injury by disease, each employee \$1,000,000
    - 3) Bodily injury/disease, aggregate \$1,000,000
  - 3. General Liability:
    - 1) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
    - 2) General Aggregate \$2,000,000
  - 4. Excess or Umbrella Liability:
    - 1) Per Occurrence \$5,000,000
    - 2) General Aggregate \$5,000,000
  - 5. Automobile Liability:
    - 1) Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
  - 6. Professional Liability:
    - 1) Each Claim Made \$2,000,000
    - 2) Annual Aggregate \$2,000,000
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON

shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

**I. Definitions:**

1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

**IR1.01 Limitation of Liability:**

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, through, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

**IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:**

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

**IR1.03 Percentage Share of Negligence:**

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, DIXON, and all other negligent entities and individuals.



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Provide Regional Leadership

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ACTION REQUESTED:  
Resolution

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LEGAL:  
Item Reviewed by Legal Counsel

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SUBJECT:  
Resolution of Intent - Central Iowa Water Works

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EXECUTIVE SUMMARY:

A number of water utilities and local governments have been working for the past several years to regionalize water production. A third and final draft 28E/F agreement was recently presented, setting the stage for the formation of the Central Iowa Water Works (CIWW). Central Iowa Water Works will be governed by representatives of the member agencies with a sole function of supplying and welling water to its members. Potential member agencies include Ankeny, Clive, Des Moines Water Works—including DMWW’s retail and total service customers in Alleman, Berwick Water District, Cumming, Pleasant Hill, unincorporated Polk County , Runnels, Windsor Heights—Grimes, Johnston, Norwalk, Polk City, Urbandale Water Utility, Warren Water District, Waukee, West Des Moines Water Works and Xenia Rural Water District. While joining Central Iowa Water Works will occur officially with the adoption of the 28E/F agreements in the coming months, it is important for those planning to join to indicate as such so the final documents can be prepared with any required adjustments. A resolution has been prepared to indicate our intent to joint Central Iowa Water Works. It is important to note that Central Iowa Water Works will govern water production and transmission to the City of Ankeny and its other partners. Ankeny will continue to own, govern and manage its own distribution system, its own Aquifer Storage Recovery (ASR) facilities, and provide billing and customer service to our local customers. CIWW will set rates/costs for water production, while the City Council will

continue to establish rates for the sale of water to its customers.

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**FISCAL IMPACT: No**

No specific financial impact is associated with approval of this resolution declaring intent to participate as presented. However, future and separate legislative action to be considered by the City Council in the form of an Agreement under Chapter 28E and 28F of the Iowa Code, will result in significant and long-term financial implications for the City.

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**CITY MANAGER'S RECOMMENDATIONS:**

The City Manager recommends approval of the attached resolution to declare Ankeny's intent to participate in the creation of a new regional water utility, the Central Iowa Water Works, subject to approval of a future Agreement created under Chapter 28E and 28F of the Iowa Code.

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**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

Resolution 2022-100

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**PUBLIC OUTREACH EFFORTS:**

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**ACTION REQUESTED:**



**Action:** Consider motion to adopt **RESOLUTION** indicating intent to participate and authorizing the inclusion of the City of Ankeny in the final draft agreement establishing the Central Iowa Water Works.

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**ADDITIONAL INFORMATION:**

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**ATTACHMENTS:**

Click to download
 <a href="#">Resolution</a>
 <a href="#">Agreement</a>

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION INDICATING INTENT TO PARTICIPATE AND AUTHORIZING THE  
INCLUSION OF THE CITY OF ANKENY IN FINAL DRAFT AGREEMENT  
ESTABLISHING CENTRAL IOWA WATER WORKS**

WHEREAS, certain water utilities, rural water districts and governmental entities have developed a defined framework for the organization of a new regional water authority as a separate public entity created under Chapter 28E and Chapter 28F, Iowa Code, to be known as the "Central Iowa Water Works" ("CIWW") to act as a regional water wholesale production and supply entity under the material terms and conditions as set forth in the form of the Central Iowa Water Works 28E/28F Agreement, dated \_\_\_\_\_, 2023 (the "CIWW Agreement"), available for review at <https://bit.ly/CIWW28E>; and

WHEREAS, the City of Ankeny believes it is in the best interest of its citizens and customers, and in fulfillment of its fiduciary duty to those citizens and customers for the provision of long-term comprehensive water needs, to participate as a Founding Agency of CIWW, as defined in the CIWW Agreement, subject to formal approval of the final CIWW Agreement by all anticipated Founding Agencies named therein.

NOW, THEREFORE IT IS HEREBY RESOLVED, by the City Council of the City of Ankeny, Iowa:

Section 1. That the City of Ankeny and its citizens and customers served by the City would benefit from membership as a Founding Agency in CIWW, in accordance with the CIWW Agreement.

Section 2. That the City of Ankeny by this Resolution hereby expresses its current intent to participate and gives its authorization to be included as a Founding Agency in the final draft of the Agreement that will be circulated for approval.

Section 3. That any approval of the final CIWW Agreement will be subject to further consideration and action by the City Council of the City of Ankeny, in its discretion, in accordance with the Iowa Code and other applicable law.

PASSED AND APPROVED this 16<sup>th</sup> day of October, 2023.

---

Mark E. Holm, Mayor



Michele Yuska, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POLK )

WITNESS my hand and the seal of the City hereto affixed this 16<sup>th</sup> day of October 2023.

City Clerk, City of Ankeny, State of Iowa





September 15, 2023

Dear Regional Partners:

Working with each of you over the past several years on the collaborative initiative of developing a concept for Central Iowa Water Works (“CIWW”) has been rewarding. Thanks to the input and efforts of many, we have reached an exciting milestone. We are pleased to share the third and final draft (“Draft”) of the proposed CIWW Chapter 28E/28F Agreement (“Agreement”).

The Agreement sets forth in detail the terms under which CIWW will be created. This Draft, which is the product of a working group consisting of staff and legal representatives of DMWW, WDMWW, and UWU, reflects consideration of all stakeholder comments received since the release of the 2<sup>nd</sup> draft in March 2023 and includes continued refinement and improvement of the language in the Agreement and Schedules. Of note, the City of Altoona has provided notice they have chosen not to participate in the formation of CIWW. Hence, schedules have been updated to exclude Altoona. Additionally, language changes have been made in response to several community comments since the 2<sup>nd</sup> draft. A “Question and Answer Response” document is attached to this email outlining the working group’s consideration of and response to comments received.

At the time of the release of the last draft in March, there were two unresolved issues: 1) how wholesale communities who don’t join CIWW would be served, and 2) service territory transfer considerations. The attached Draft provides that wholesale communities who do not join CIWW will continue to be served, up to their purchased capacity amount, by DMWW until the existing Wholesale Water Service Master Agreement expires in 2045. At that time, wholesale communities may seek to join CIWW or supply their water needs through other available options. For the second issue related to territory transfers, we are pleased to report that key service territory transfer issues have been resolved with tentative bilateral agreements between the affected parties. To the extent communities have existing service territory agreements, those existing service territory agreements will continue to be recognized under the Agreement.

The attachments to this letter include: 1) a clean copy of the third Draft of the Agreement, 2) a redline comparing the 2<sup>nd</sup> and 3<sup>rd</sup> Draft Agreements, 3) a discussion draft form of Operating Contract (between CIWW and WDMWW is offered as an example that will be conformed to other Water Producers); and 4) a Q&A Response for Community Comments Received after the 2<sup>nd</sup> Draft.

The working group proposes the following timeline for execution of the Agreement:

Target Date	Action
September/October	Communities review Agreement. Proofing of the Draft and refinement of Schedules will continue.
October	List of Founding Agencies is established by October 15. Execution Version of Final CIWW 28E/F Agreement is distributed by October 31.
November	Interested Member Agencies initiate formal proceedings to form CIWW and to join in the Execution Version of Final CIWW 28E/F Agreement.*
November/December/January	Interested Member Agencies publish required public notices.
December/January	Member Agencies hold formal public hearings and pass final binding resolutions to join in formation of CIWW by adoption of the Execution Version of Final CIWW 28E/F Agreement.

Target Date	Action
End of Q1, 2024	Member Agencies name Board Members and the Board is seated.
January 1, 2025	Operational Commencement of CIWW.

*\*Guidance for Council/Board action and a Resolution template will be distributed at a later date.*

Additionally, certain Water Producers (e.g., DMWW and WDMWW) will be scheduling public outreach and informational sessions in the coming weeks. A joint press release is anticipated to be distributed early next week announcing the release of this Third and Final Draft.

The formation of CIWW is in the best interest of all in order to collaboratively manage water resources, equitably share costs and risk, and provide redundancy in the water system. We sincerely hope you join us at the regional table, and we look forward to working with you to move this process forward to execution.

Sincerely,



Ted Corrigan  
CEO & General Manager  
Des Moines Water Works



Christina Murphy  
General Manager  
West Des Moines Water Works



Dale Acheson  
General Manager  
Urbandale Water Utility

**THIRD AND FINAL PROPOSED DRAFT  
OF  
CENTRAL IOWA WATER WORKS  
28E/28F AGREEMENT**

***Disclaimer:** This document has been prepared by Des Moines Water Works, West Des Moines Water Works and Urbandale Water Utility to set forth in terms they have jointly developed that they consider a basis for the formation of a regional water supply entity under Chapter 28E and Chapter 28F, Iowa Code. This document has not yet been adopted by the governing boards of such parties, and is subject to such adoption and the concurrent adoption by all of the other parties named as such in this document.*

*Dated September 15, 2023*

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## **CENTRAL IOWA WATER WORKS 28E/28F AGREEMENT**

WHEREAS, the Board of Water Works Trustees of the City of Des Moines, Iowa, (“DMWW”), the Board of Water Works Trustees of the City of West Des Moines, Iowa, (“WDMWW”), the Water Utility Board of Trustees of the City of Urbandale, Iowa (“UWU”), and the municipal water utility systems of the Cities of Ankeny (“Ankeny”), Bondurant (“Bondurant”), Clive (“Clive”), Johnston (“Johnston”), Grimes (“Grimes”), Norwalk (“Norwalk”), Polk City (“Polk City”), Waukee, Iowa (“Waukee”), each a municipal water utility organized and existing under the Iowa Code, and the Warren Water District (“Warren”), a rural water district organized and existing under Chapter 357A, Iowa Code, and Xenia Rural Water District (“Xenia”), a rural water district organized and existing under Chapter 357A, Iowa Code (collectively, the “Founding Agencies”) are each duly established public agencies in the State of Iowa that own and operate public water supply systems serving retail customers and others and each consider it to be desirable, in their best interests, and in the best interests of their respective entities and water consumers to establish a shared regional system of drinking water production and supply facilities under regional governance to meet their existing and future needs for safe, sufficient, reliable, and reasonably priced drinking water to be delivered by them in turn to their respective customers;

WHEREAS, the Founding Agencies desire to exercise and share their respective powers pursuant to Chapter 28E and Chapter 28F, Iowa Code, to establish a new regional water authority as a joint cooperative undertaking to be created as a separate public entity to be known as the “Central Iowa Water Works” to act as a regional water wholesale production and supply provider exclusively to the Member Agency utilities under the terms of this Agreement, with other incidental wholesale service only to the extent permitted by this Agreement; and

WHEREAS, the Founding Agencies have agreed that from and after the Effective Date the terms of this Agreement shall be given full effect and shall govern the matters set forth herein.

NOW, THEREFORE, the undersigned Founding Agencies agree as follows:

### **ARTICLE I. PURPOSES AND ESTABLISHMENT OF LEGAL ENTITY**

Section 1. Purposes. The purposes of this Agreement are: (a) to establish a joint cooperative undertaking by creating, establishing, and providing for the operation of, a separate entity under Chapter 28E and Chapter 28F, Iowa Code, as a body corporate and political subdivision of the State of Iowa, and an instrumentality of political subdivisions of the State of Iowa, in accordance with IRS Revenue Ruling 57-128, 1957 C.B. 311; (b) to create and provide for operation of a regional water wholesale production and supply entity that shall operate exclusively on a cooperative basis for the mutual benefit of the Founding Agencies and other agencies subsequently admitted to membership as provided by this Agreement, as their exclusive water supply provider except as otherwise provided in this Agreement; (c) to otherwise achieve the objectives set forth in Section 5 of this Article; (d) to delegate to such entity certain powers and authorities of the Founding Agencies and other agencies subsequently admitted to membership as provided by this Agreement to the fullest extent allowed by law; and (e) to otherwise govern and provide for the operation and governance of such entity.

Section 2. Founding Data. The terms of this Agreement are based on the historic annual finished water demand (“Annual Demand”) and the historic maximum day utilization of capacity (“Max Day Demand”) of the Founding Agencies as defined and set forth in Schedule I-2 attached. The parties agree that the Annual Demand and Max Day Demand information stated in Schedule I-2 is true and correct for the calendar years 2018 through 2022, inclusive, for all purposes of this Agreement. Schedule I-2 shall be augmented to include the Annual Demand and Max Day Demand data for the preceding five years for each new agency admitted to membership after the Effective Date of this Agreement. Schedule I-2 shall be updated to include data for each calendar year after the Effective Date, subject to approval of the Board. In the event of a loss of a significant customer, a Member Agency may, prior to the annual update of Schedule I-2, petition the Board for an adjustment to the five-year average of Annual Demand and Max Day Demand for purposes of fairly allocating costs in future budget years. The Technical Committee shall review the petition and advise the Board before it takes action on the petition. If the Board approves the petition, Schedule I-2 shall reflect the petitioner’s adjusted five-year average Annual Demand and Max Day Demand as determined by the Board.

Section 3. Creation of Entity and Name. An entity is hereby established under Chapter 28E and 28F, Iowa Code. Its name shall be:

**CENTRAL IOWA WATER WORKS**

(referred to herein as “CIWW”).

Section 4. Membership. Each of the Founding Agencies shall be a member of CIWW upon execution of this Agreement. Additional public agencies meeting the eligibility requirements of this Agreement, and approved for admission to membership as provided herein, shall become Member Agencies upon the effective date of their joinder in this Agreement. References herein to “Member Agency” and “Member Agencies” shall mean the Founding Agencies, and any other public agency subsequently admitted to membership as provided herein (“New Member Agency”). Entities to which a Member Agency provides water service under a Total Service Agreement as defined in Section 9 of Article IV or other wholesale agreement are not Member Agencies.

Section 5. CIWW Objectives. The objectives of CIWW shall be:

- (a) To be a membership organization governed by, and operated for the mutual benefit of, its Member Agencies;
- (b) To manage the natural resource of water as a region to ensure drinking water remains safe, in sufficient supply, and available to meet the needs of the people of central Iowa served by the Member Agencies;
- (c) To manage water costs to Member Agencies by providing value and stability through economies of scale and regional public governance and management;
- (d) To improve the governance of regional water production to include wider representation within the region served by the Member Agencies;
- (e) To consolidate the authority for the planning and expansion of Water Supply Facilities including construction of new Water Supply Facilities;

- (f) To establish shared ownership of existing Water Supply Facilities of the Founding Agencies;
- (g) To provide for the ownership, operation, and maintenance of Water Supply Facilities of the Member Agencies;
- (h) To act as the exclusive wholesale supplier of water to the Member Agencies, except as otherwise provided in this Agreement, and to establish rates for water production consistent with its expenses and capital needs;
- (i) To retain and not displace the structure and governance of all existing Member Agency water utility boards, city water utilities and rural water districts in all matters related to distribution of water to their residential, business, and other customers; and
- (j) To advance and promote regional and statewide water resource management as a critical quality of life and economic development asset in the context of climate change and source water quality and quantity challenges.

Section 6. Status as Separate Legal Entity. CIWW is organized exclusively under Chapters 28E and 28F, Iowa Code, to permit joint exercises of any powers, privileges or authorities exercised or capable of exercise by city utilities and other public agencies, including rural water districts organized under Chapter 357A, Iowa Code, as Founding Members or Member Agencies in the future, to maximize the mutual benefits and efficiencies of collaboration thereunder. Pursuant to Sections 28E.4, 28E.5, and 28F.1, Iowa Code, CIWW shall be constituted as a separate legal and administrative entity to be governed by the Board established under Article VIII, subject to the Member voting requirements of Article XI. As so constituted, CIWW shall be a public body corporate that is separate and distinct from its Member Agencies, but organized and operated for their mutual benefit.

Section 7. Governmental Status. CIWW shall be a body corporate and a political subdivision of the State of Iowa under Chapter 28E and Chapter 28F, Iowa Code, and an instrumentality of political subdivisions of the State of Iowa as a joint cooperative undertaking for the exclusive benefit of its Member Agencies. CIWW shall be a governmental body subject to open meetings requirements under Chapter 21, Iowa Code, and a government body subject to open records requirements under Chapter 22, Iowa Code, to the extent provided by law, as amended. CIWW shall be operated to be exempt from federal and state income tax to the fullest extent permitted by law.

Section 8. Limited Liability of Member Agencies. Except as otherwise provided by Chapter 28F, Iowa Code, and by this Agreement, no Member Agency of CIWW shall be liable in such capacity for any acts or omissions, debts, or other obligations of CIWW. No assets, revenues, or taxing authority of any Member Agency may be reached, attached, or executed upon by any creditor of, or claimant against, CIWW.

Section 9. Initial Capital Contributions. The Founding Agencies shall make initial start-up Capital Contributions to CIWW based on their proportionate shares of Annual Demand in the amounts set forth in Schedule I-9 (“Initial Capital Contributions”). Such Initial Capital Contributions shall be made in cash within sixty (60) days of the Effective Date. The Board shall evaluate the sufficiency of CIWW’s initial capital after the Effective Date under the provisions

of Section 2 of Article XV, and if required upon such evaluation, the Board shall increase the Initial Capital Contribution of each Member Agency, and cause Schedule I-9 to be revised accordingly and specify the due date for payment of additional amounts. Capital Contributions shall earn no interest or other investment return and shall be non-refundable, except as otherwise expressly provided in this Agreement. Each New Member Agency shall make an initial capital contribution in the amount as required by the Board.

Section 9B. Reimbursable Start-Up Expenses. Certain start-up expenses incurred by any Member Agency for the benefit of CIWW prior to the Effective Date of this Agreement shall be reimbursed by CIWW prior to the Operational Commencement Date. Schedule I-9B details the expenses eligible for reimbursement to Member Agencies.

Section 10. No Seal. CIWW shall have no seal.

Section 11. Effective Date. This Agreement shall be effective, and the existence of CIWW shall commence, after all of the Founding Agencies have authorized and executed this Agreement, on the date of its filing with the Iowa Secretary of State as provided by Section 28E.8, Iowa Code. The date the fully executed Agreement is filed shall be the “Effective Date.”

Section 12. Operational Commencement. CIWW shall commence operations as a wholesale water supplier to Member Agencies on January 1, 2025, or on such later date approved by the Board on which the transfer of all of the Designated Water Supply Facilities of the Founding Agencies to CIWW hereunder is consummated (the “Operational Commencement Date”).

Section 13. Term and Period of Existence. The initial term of this Agreement, and the initial period of existence of CIWW, shall be forty (40) years from the Effective Date. Early termination and any extension of such term of existence shall be governed by Article XXIV.

Section 14. Manner of Financing. The manner of financing of the joint and cooperative undertakings of the Member Agencies hereunder shall be Capital Contributions from Member Agencies, wholesale water delivery and other operating revenues, state, federal or other grant receipts, and issuance of bonds and indebtedness under Chapter 28F, Iowa Code, as amended.

Section 15. Individual Ownership and Responsibility. Except as otherwise explicitly provided herein, each party to this Agreement shall at all times hold and own its respective properties. Each party shall be solely authorized to supervise, direct, and manage its own activities and the activities of its respective employees and agents. Each party shall retain sole responsibility and liability for its own acts and omissions hereunder and for the acts and omissions of its respective employees and agents hereunder.

## **ARTICLE II. POWERS OF CIWW**

Section 1. Powers Generally. Except as expressly limited under this Agreement, CIWW shall have and may exercise, under the direction of the Board constituted under Article VIII, any and all powers necessary and proper to the accomplishment of the purposes provided herein, to the fullest extent permitted under Chapter 28E and Chapter 28F, Iowa Code, as the

same may be amended and supplemented in the future, or under any other applicable law.

Section 2. Specific Enumeration of Powers. Without limiting the generality of the powers conferred under Section 1 of this Article, the powers of CIWW include, but are not limited to, the power to do all of the following within the limitations provided by this Agreement:

- (a) To perform the functions of production, storage, delivery, and re-sale of wholesale water to, on behalf of, and as an essential governmental purpose of the Member Agencies;
- (b) To acquire drinking water for re-sale to its Member Agencies or to non-member public water supply systems, as defined in Chapter 455B, Iowa Code, to the extent permitted by this Agreement;
- (c) To produce drinking water for sale to its Member Agencies and to non-member public water supply systems as defined in Chapter 455B, Iowa Code, to the extent permitted by this Agreement;
- (d) To sell water on a wholesale basis to Member Agencies and to non-member public water supply systems, and to provide for the terms of such service by rule or by contract;
- (e) To establish, adopt and enforce rules and regulations governing its operation and provision of wholesale water service;
- (f) To establish rates and charges for wholesale water service, and reasonable penalties for any rates or charges that are delinquent. Rates and charges shall be non-discriminatory and imposed in accordance with Schedule VI-2 herein;
- (g) To plan for, acquire, construct and secure such Water Supply Facilities as it deems necessary or proper;
- (h) To operate and secure CIWW Water Supply Facilities for the benefit of Member Agencies;
- (i) To contract for, or provide and maintain, security to preserve and protect the CIWW Water Supply Facilities and properties owned or operated by CIWW, as the Board deems necessary to preserve and protect the peace, health, safety, and welfare of the public and the public water supply;
- (j) To contract with any public or private entity to acquire supplies of water for re-sale or to acquire Water Supply Facilities, and any other services as it may require;
- (k) To take any actions necessary or appropriate to secure or improve the quality and available quantity of source waters required for the provision of safe drinking water to its Member Agencies and otherwise to advance and promote regional and state-wide water resource management;
- (l) To do all things necessary and proper to operate as a regional water wholesale supplier;
- (m) To rent, lease, or purchase, or otherwise acquire any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
- (n) To approve its own budget, including approval and payment of its costs of operation and maintenance;
- (o) To make provision for its capital needs and requirements;

- (p) To contract for services or employ such staff as it deems necessary, or both;
- (q) To establish a system of accounting and budgeting, and a system for receiving and disbursing payments;
- (r) To insure its properties and its risks against loss;
- (s) To retain legal counsel, accountants, professional engineers, and other professional advisers needed in order to fulfill the purposes of this Agreement;
- (t) To establish Bylaws as provided by Section 12 of Article VIII;
- (u) To sue or be sued;
- (v) To enter into agreements, contracts or other arrangements for the financing of its operational and capital requirements, and joint projects hereunder, including the issuance of bonds or other debt;
- (w) To merge or consolidate with another entity;
- (x) To sell or dispose of any or all of its assets;
- (y) To apply for grants or other funding from state government, federal government, or non-governmental entities;
- (z) To exercise the powers generally possessed and exercised by Member Agencies under Iowa law, including necessary police powers, the power of eminent domain, and special assessment authority, to the fullest extent permitted by Iowa law, except to the extent expressly inconsistent with this Agreement; and
- (aa) To exercise any of the powers of Member Agencies delegated to CIWW to the maximum extent permitted under Chapter 28E, Iowa Code and all powers granted to entities under Chapter 28F, Iowa Code.

### **ARTICLE III. LIMITATIONS OF SCOPE AND CIWW POWERS AND OPERATIONS**

Section 1. Prohibited Activities. Notwithstanding the provisions of Article II, CIWW shall not have the power under this Agreement to do any of the following:

- (a) Sell or distribute water to any entity that is not a public water supply system, as defined in Chapter 455B, Iowa Code, or otherwise engage in distribution of water at retail to any customers;
- (b) Directly furnish water to customers within the individual distribution systems of Member Agencies;
- (c) Have any power over the rates charged by Member Agencies;
- (d) Provide free water to any private or public agency;
- (e) Provide any preference in service to any Member Agency or discriminate in service against any Member Agency;
- (f) Establish any rates or rate methods that unreasonably favor or discriminate against any Member Agency;
- (g) Restrict any Member Agency from serving any specific retail customer within the terms of this Agreement;
- (h) Enter into any other business other than provision of water to Member Agencies;
- (i) Enter into any Total Service Agreements as defined by Section 9 of Article IV; or
- (j) Pledge the assets or revenue of CIWW to any person or entity, or to serve as a surety for any Member Agency, except as expressly provided in Article XVII



related to the issuance of bonds.

Section 2. No Private Inurement. No part of the net earnings of CIWW shall inure to the benefit of, or be distributable to any private persons or private agency, except CIWW is authorized and empowered to pay reasonable compensation or consideration for goods, services, materials, or properties that it obtains.

#### **ARTICLE IV. CIWW EXCLUSIVE SUPPLY RIGHTS AND SERVICE OBLIGATIONS AND TRANSFER OF EXISTING WATER SUPPLY FACILITIES**

Section 1. Exclusive Supply Rights. Except as set forth in Schedule IV-1, each of the Founding Agencies hereby grants to CIWW the exclusive right to supply all finished drinking water required by their respective water utilities, on a wholesale basis on terms as provided herein, to be effective as of the Operational Commencement Date. Each new Member Agency shall grant the same rights to CIWW as a condition of its membership.

Section 2. Definitions of Water Supply Activity and Water Distribution Activity.

- (a) As used in this Agreement, “Water Supply Activity” shall mean and include:
  - (i) Acquisition and withdrawal of surface water or groundwater as a raw source of water for treatment and re-sale;
  - (ii) Storage of raw source water;
  - (iii) Treatment of raw source water to produce finished drinking water;
  - (iv) Storage of treated water for later delivery on a wholesale basis to a public water supply system;
  - (v) Transmission, pumping, and supply of finished water on a wholesale basis to a Member Agency or other public water supply system; and
  - (vi) Other activities necessary and appropriate for CIWW to meet its water supply obligations to Member Agencies under this Agreement.
- (b) As used in this Agreement, “Water Distribution Activity” shall mean and include:
  - (i) Acquisition of finished water from CIWW;
  - (ii) Distribution, distribution storage, delivery, and metering of finished water to the customers of a Member Agency; and
  - (iii) All activities, other than a Water Supply Activity, required to conduct business as a public water supply utility.
- (c) Water Supply Activity shall not include Water Distribution Activity and Water Distribution Activity shall not include Water Supply Activity. The Board shall refer any uncertainty or dispute regarding the scope of Water Supply Activity and Water Distribution Activity to the Technical Committee for review and

recommendation to the Board regarding proper classification. The Board shall make a final decision regarding whether an activity is a Water Supply Activity or Water Distribution Activity after receipt of the Technical Committee's recommendation.

Section 3.     Definitions of Water Supply Facilities and Water Distribution Facilities.

- (a)     As used in this Agreement, "Water Supply Facilities" shall mean the assets and facilities used to conduct Water Supply Activity, including assets transferred to CIWW on the Operational Commencement Date or subsequently created or acquired by CIWW. This definition includes source water systems, water treatment plants, aquifer storage and recovery ("ASR") systems or other storage facilities used for Water Supply Activity, and the transmission pumps, mains, and systems, including easements, required to conduct Water Supply Activity on an efficient basis. Water Supply Facilities include facilities used for Water Supply Activity even if also used, in part, for certain Water Distribution Activity. Except as any Founding Agency and CIWW may otherwise agree as to any specific property or facility, Water Supply Facilities shall not include the existing office buildings and/or distribution buildings, or assets not related to CIWW Water Supply Activities of the Founding Agencies or any existing grounds or facilities made available to the public for park or other recreational use.
- (b)     As used in this Agreement, "Water Distribution Facilities" shall mean the assets and facilities used to conduct Water Distribution Activity by a Member Agency, either individually or on a shared basis, including water feeder and distribution mains, water towers, or ASR systems not used for Water Supply Activity, and other storage of finished water by a Member within its system of distribution, as required to conduct Water Distribution Activity on an efficient basis.
- (c)     Water Supply Facilities shall not include Water Distribution Facilities and Water Distribution Facilities shall not include Water Supply Facilities.
- (d)     The differentiation and line of demarcation between Water Supply Facilities and Water Distribution Facilities shall be based on the principles that facilities that primarily provide a system-wide water supply benefit shall be deemed Water Supply Facilities, while facilities, whether or not shared, that primarily provide benefit to individual Member Agencies shall be deemed Water Distribution Facilities. Any uncertainty or dispute regarding the scope of Water Supply Facilities and Water Distribution Facilities shall be referred by the Board to the Technical Committee for review and recommendation. The Board shall make a final decision regarding whether a facility is a Water Supply Facility or Water Distribution Facility only after receipt of the Technical Committee's recommendation.

Section 3A.     Transition Rule. All assets transferred to CIWW in accordance with Schedule IV-6 of this Agreement shall be Water Supply Facilities without regard to anything

contained in this Agreement to the contrary. All facilities constructed after the Operational Commencement Date shall be treated as Water Supply Facilities or Water Distribution Facilities by the application of definitions in this Agreement. All Water Supply Facilities transferred shall be transferred subject to pre-existing cost sharing arrangements, which arrangements shall be assigned to, and assumed by, CIWW.

Section 4. Limitations on Founding Agency Water Supply Activities.

- (a) Beginning on the Operational Commencement Date, the Founding Agencies shall not:
  - (i) Engage in Water Supply Activity, except as a supplier to CIWW or as permitted under Sections 1, 9, 10, and 11 of this Article;
  - (ii) Except as allowed by Schedule IV-1, contract for drinking water supplies from any party other than CIWW;
  - (iii) Acquire or expand assets providing for Water Supply Activity that infringe on CIWW's exclusive right to serve as described in this Article, except to the extent approved in advance by the Board; or
  - (iv) Apply for new water allocation permits from the State of Iowa, or in any way alter the flows or water quality of surface or groundwater supplies, allocated to CIWW or to CIWW's contract suppliers, unless agreed to by CIWW.
- (b) Notwithstanding Section 4(a) of Article IV, each of the Founding Agencies has the right to conduct Water Distribution Activity, and to supply water as permitted under Sections 9, 10, and 11 of this Article, but construction or operation of ASR facilities as a part of a Water Distribution Activity shall be subject to Section 14 of this Article.
- (c) Each New Member Agency shall agree to the foregoing limitations and reservations as a condition of its membership.

Section 5. CIWW Service Obligations. Effective as of the Operational Commencement Date, CIWW shall supply the drinking water required by Member Agencies on a non-discriminatory basis, within the limits of its capacity, at existing connection points, with future connections approved by the Board in accordance with the service obligations standards as set forth in Schedule IV-5. CIWW shall take reasonable steps required to maintain and expand its capacity to meet the projected finished water needs of the Member Agencies in accordance with the CIWW Long Range Plan, and to assure that drinking water delivered by CIWW shall meet all applicable state and federal water quality regulations.

It shall be the responsibility of CIWW to manage the interaction, for CIWW's use, between various water qualities of the Water Producing Member Agencies, and to bear the expense thereof.

Section 6. Transfer and Operation of Existing Water Supply Facilities. DMWW, WDMWW, Grimes, and Polk City, shall transfer their existing Water Supply Facilities and related

rights to CIWW on the terms provided by this Agreement to be effective on the Operational Commencement Date. The specific facilities and assets to be transferred are set forth in Schedule IV-6 (the “Designated Water Supply Facilities”) together with certain terms of transfer. Each Member Agency transferring a Designated Water Supply Facility is a “Water Producing Member Agency,” or collectively the “Water Producing Member Agencies.” From and after the Operational Commencement Date, Water Producing Member Agencies shall continue to operate their respective Designated Water Supply Facilities exclusively for the benefit of CIWW under operating contracts with CIWW as provided in Article V, Section 1, and shall exclusively dedicate their use of waters of the State of Iowa, under permits from the Iowa Department of Natural Resources, to CIWW until such time as such permits are issued to or transferred to CIWW.

Each of the Water Producing Member Agencies shall transfer the ownership interests in Designated Water Supply Facilities as set forth in Schedule IV-6 to CIWW on the Operational Commencement Date on the terms provided in Article XIII of this Agreement, subject to the prior execution of an Operating Contract with CIWW under Article V, Section 1. CIWW shall acquire ownership as provided in Article XIII. CIWW Water Supply Facilities shall be permitted in accordance with applicable law.

Section 7. Ownership, Operation, and Maintenance of Designated Water Supply Facilities prior to Operational Commencement Date. Each of the Water Producing Member Agencies shall continue to own and operate its respective Designated Water Supply Facilities, until such time as the transfer of such assets to CIWW is consummated hereunder. Until the Operational Commencement Date, each Water Producing Member shall have the right and the obligation at its own expense, except as otherwise provided in this Agreement, to undertake such repair, replacement and improvement of its Dedicated Water Supply Facilities as it determines are reasonably needed to maintain its Dedicated Water Supply Facilities in good sound operational condition and to maintain their full operational capacity.

Section 8. Repair, Replacement, Updating, Improvement, and Expansion. Except for the Saylorville Expansion Project, which shall be governed by Section 8A of this Article, from and after the Operational Commencement Date, the cost of repair, replacement, updating, and improvement of Designated Water Supply Facilities shall be paid by CIWW as provided in Section 2 and Section 9 of Article V,. The currently planned facility projects listed in Schedule IV-8 shall be constructed by the Founding Agencies as listed without further Board approval and the costs thereof shall be paid by CIWW.

Each of the Water Producing Member Agencies shall expand the capacity of their Designated Water Supply Facilities to the extent directed by the Board, provided that CIWW makes provision to pay for the full cost of such Capacity Expansions. Water Producing Member Agencies shall not otherwise expand the capacity of the respective Designated Water Supply Facilities without the consent of the Board.

Section 8A. Saylorville Water Treatment Plant Expansion. DMWW shall plan, design and commence construction of a 10 MGD expansion of the Saylorville Water Treatment Plant (the “Saylorville Expansion Project”) to be included within its Designated Water Supply Facilities. To the extent DMWW incurs indebtedness for the Saylorville Expansion Project,

CIWW shall assume said outstanding debt incurred by DMWW and reimburse DMWW for the full actual costs thereof, including debt service paid by DMWW to the date of the transfer of the Saylorville Expansion Project to CIWW. Thereafter, the parties' agree that debt service on said assumed debt shall be paid by certain of the Founding Agencies in the shares set forth in Schedule IV-8A. The new capacity created by the Saylorville Expansion Project shall be allocated among the Founding Member Agencies as set forth in Section 4 of Article V.

Section 8B. DMWW Incomplete Facility Projects. To the extent DMWW has, within five (5) years prior to the Operational Commencement Date, budgeted for repair, replacement, and improvement facility projects and has fully recovered the budgeted cost of such projects in prior years' rates and water revenue, but such projects remain incomplete as of the Operational Commencement Date, DMWW shall pay the unexpended budgeted amounts, or if only partially collected in prior years' rates and water revenue, the partially collected unexpended amounts of these projects, in cash to CIWW. Such cash payment shall be included in the book value of assets transferred by DMWW to CIWW in Schedule XIII-1. An estimate of such projects and their budgeted costs is set forth in Schedule IV-8B. Schedule IV-8B shall be updated as of the Operational Commencement date.

Section 8C. Costs of Water Supply Facilities Also Used for Water Distribution Activity, for Total Service Agreements or for Permitted Wholesale Service. To the extent CIWW Water Supply Facilities are used in part to support Water Distribution Activity by a Member Agency or used in part to support a Member Agency's provision of service under Total Service Agreements or wholesale agreements permitted under Sections 10 or 11 of this Article, all of the costs of such Water Supply Facilities shall be allocated and shared, notwithstanding any other provision of this Agreement, as follows: (i) in accordance with the existing agreements assumed by CIWW in connection with Asset Transfers as set forth in Schedule IV-6 to the extent applicable; or (ii) otherwise accordance with the guiding principles set forth in Schedule IV-8C. It is intended that the existing agreements assumed by CIWW as provided in this Section shall be applied and administered in accordance with existing practice. In addition, each agreement shall be reviewed by the Technical Committee and such agreements may be renegotiated among the parties to this Agreement in good faith to conform with the guiding principles over a period of transition not to exceed five (5) years.

Section 8D. Excess Usage of Capacity in Shared Facilities. Each Member Agency shall take reasonable steps to avoid use of capacity in shared transmission mains and pumping stations that exceeds its agreed or allocated share of such capacity and shall comply with recommendations and decisions of the Technical Committee to remediate excess usage and resulting detriment to other Member Agencies. If a Member Agency fails to comply with remediation recommendations and decisions of the Technical Committee, the CIWW Board may proceed with construction of additional capacity. The Member Agency exceeding its capacity shall reimburse CIWW for the full cost and expenses of the additional capacity provided to the Member Agency.

Section 9. Total Service Agreements. As used in this Agreement "Total Service Agreement" means an agreement, now existing or hereafter arising, between a Member Agency

and another retail public water supply entity whereby the Member Agency serves the consumers of the other retail entity on a direct basis that includes distribution to a consumer's connection point, operation and maintenance of the distribution system, and billing and collection of rates and charges, and in the case of existing Total Service Agreements, supplying water. Total Service Agreements existing as of the Effective Date and potential future Total Service Agreements reserved by Member Agencies are listed in Schedule IV-9 hereto. Each Member Agency retains the right to provide water service under existing Total Service Agreements, and the consumers served under such agreements shall, for all purposes of this Agreement, be considered retail customers of the Member Agency providing such total service. However, except for potential future Total Service Agreements reserved by Member Agencies as outlined in Schedule IV-9, for new Total Service Agreements established after the Effective Date, CIWW shall be the wholesale supplier to the counterparty under the new Total Service Agreement unless such customer cannot be directly served by CIWW due to lack of geographic proximity, available transmission facilities, or other good reason as determined by the Board.

Section 10. Wholesale Water Service Master Agreement. The existing Wholesale Water Service Master Agreement among DMWW, other Founding Agencies, and others dated June 10, 2005, which made provision for "purchased capacity" (the "Purchased Capacity Master Agreement") shall be deemed terminated as among the Founding Agencies as of the Operational Commencement Date. The Purchased Capacity Master Agreement shall otherwise remain in full force and effect as to other purchasing parties that are not Member Agencies, and DMWW shall retain the right to set rates and provide service under the Purchased Capacity Master Agreement for parties that are not Member Agencies of CIWW. DMWW shall limit its supply of water under the Purchased Capacity Master Agreement to the capacity legally required to be provided under such agreement and shall not extend the Purchased Capacity Master Agreement beyond its current expiration date in 2045.

Section 11. Other Preexisting and Potential Future Wholesale Relationships. Member Agencies may continue to supply their pre-existing wholesale customers listed in Schedule IV-11 for the full term of any existing agreement, including any contract renewal periods, and until such agreement expires or is terminated. The retail customers served through pre-existing wholesale customers shall, for all purposes of this Agreement, be considered retail customers of the Member Agency. Potential future wholesale relationships reserved by Member Agencies are also included in Schedule IV-11.

Section 12. Wheeling. CIWW may request consent from a Member Agency to wheel water through the Member Agency's water distribution mains to serve other existing or potential Member Agencies. Such consent shall not be unreasonably withheld unless the Member Agency demonstrates that service to its current or reasonably expected future retail customers within the next five (5) years would be adversely affected. Wheeling arrangements shall be at mutually agreeable reasonable capacities and terms as outlined and executed in a separate wheeling agreement between CIWW, the Member Agency requesting consent, and the Member Agency giving consent. Such terms shall provide that the Member Agency giving consent for wheeling shall recover from the Member Agency requesting consent the full annual capital costs, computed under a utility-basis approach that considers both depreciation expense and a rate of return on net book value, of the proportionate distribution main capacity so diverted to serve others, plus the



full applicable operating costs thereof, including but not limited to pumping and chlorination costs. If, subsequent to such consent, wheeling adversely affects the Member Agency's service to its then existing retail customers or reasonably expected future retail customers within the next five (5) years, the Member Agency giving consent may give notice to the parties to terminate the wheeling arrangement. After receipt of such notice the Member Agency requiring connection shall be responsible for the costs of removing the wheeling connection and constructing new connection facilities to replace the wheeling connection within a reasonable time after such notice that allows for planning, funding, and construction of the new connection facilities. The wheeling arrangement shall terminate upon the completion of the new connection facilities.

Section 13. Member Agency Obligations. Except as otherwise provided herein, each Member Agency shall be solely responsible for its own assets and operations related to Water Distribution Activity and shall solely bear all costs thereof. Each Member Agency agrees, within the limits of its powers, to assist CIWW in obtaining rights for placement of infrastructure or rights to raw water sources needed to serve the Member Agencies and to support CIWW's regional system.

Section 14. ASR Operations. The construction and operation of ASR facilities of CIWW and the Member Agencies shall be subject to reasonable rules and requirements established by the Board. The initial ASR rules and requirements are set forth in Schedule IV-14. Such rules may be amended by the Board at any time.

## **ARTICLE V. WATER SUPPLY FACILITY OPERATING CONTRACTS AND CAPACITY EXPANSION**

Section 1. Operating Contracts. CIWW and each of the Water Producing Member Agencies shall enter into a facility operating contract for operation of the particular Water Producing Member's Designated Water Supply Facility from and after the Operational Commencement Date on terms as provided in the respective forms of contract approved by the governing board of each Water Producing Member at the time of such governing board's approval of this Agreement, which shall include reimbursement of costs as provided in Section 2 of this Article V and Schedule V-2 from and after the Operational Commencement Date (each an "Operating Contract"). Each such initial Operating Contract shall be in full force for a minimum term of twenty (20) years from the Operational Commencement Date. The transfer by each Water Producing Member of its Designated Water Supply Facilities to CIWW shall be subject to the condition precedent that CIWW shall have previously entered into an Operating Contract with such Water Producing Member under this Section.

Section 2. Actual Cost Recovery. CIWW shall pay the Water Producing Member Agencies for the operation of their respective Designated Water Supply Facilities amounts pursuant to its Operating Contract that are equal to their full actual cost of providing such services plus two percent (2%), to be determined on the basis of the principles set forth in Schedule V-2 attached. Such amount shall be paid in monthly installments based on estimated costs, with a periodic true up to reflect actual costs incurred, as provided in Schedule V-2. In addition to payment of costs of operation, CIWW shall reimburse each Water Producing Member Agency

for the full actual cost of all capital projects for repair, replacement and improvement of its Designated Water Supply Facilities incurred after the Operational Commencement Date as such costs are incurred. To the extent a specific project benefits both Designated Water Supply Facilities and Water Distribution Facilities, the project costs shall be allocated between CIWW and the Water Producing Member Agency based on relative benefit conferred. CIWW shall at all times maintain sufficient capital and reserves to assure its ability to meet its financial obligations under this Section, and the Board shall make Capital Calls or issue Emergency Member Agency Assessments under Article XV as needed to make timely payment to Water Producing Member Agencies.

Section 3. Initial Capacity Allocations. The initial total capacity of CIWW to supply the Member Agencies as of the Effective Date is determined to be 134.5 Million Gallons per Day (“MGD”). Such capacity shall be allocated among the Member Agencies for use under this Agreement. Each Member Agency’s capacity allocation is referred to herein as its “Allocated Capacity.” The initial Allocated Capacity of each Founding Agency together with additions thereto as provided by the Saylorville Expansion Project are set forth in Schedule V-3. Schedule V-3 shall be updated by the Board when and as the Allocated Capacity of any Member Agency changes.

Section 4. Saylorville Expansion Capacity Allocations. The Allocated Capacity of Founding Member Agencies that pay the costs of the Saylorville Expansion Project shall be increased in the amounts set forth in Schedule IV-8A and Schedule V-3, as of the date that the facilities constructed by the Saylorville Expansion Project become fully operational.

Section 5. New Member Agency Allocations. After the Effective Date, a New Member Agency shall be admitted only to the extent that CIWW has, after taking into consideration any new capacity acquired from the New Member Agency, sufficient capacity available to provide for the New Member Agency’s estimated Max Day Demand, and if need be, there are sufficient existing Member Agencies willing to voluntarily reduce their Allocated Capacity in exchange for payment as provided under this Section.

The following provisions shall govern the Allocated Capacity of New Member Agencies:

- (a) The New Member Agency’s minimum requirement for Allocated Capacity (“Required New Member Capacity”) in order to be admitted shall be the highest maximum day demand during the previous full five (5) calendar years plus ten percent (10%).
- (b) If the New Member Agency has physical production capacity to be dedicated or transferred to CIWW by the New Member Agency, such capacity shall be allocated to the New Member Agency.
- (c) To the extent that the New Member Agency is a party to a Total Service Agreement with a Founding Agency under Section 9 of Article IV or is a wholesale customer of a Founding Agency under Section 11 of Article IV, the average Max Day Demand for the previous five years supplied to it by the Founding Agency shall be reallocated from such Founding Agency to the New Member Agency.

Such Founding Agency shall be compensated for such reallocation as provided in Subsection (f) of this Section.

- (d) To the extent that the New Member Agency is a customer of DMWW under Section 10 of Article IV, the average Max Day Demand for the previous five years supplied to it by DMWW thereunder shall be reallocated from DMWW to the new Member Agency and the Purchased Capacity Master Agreement and all right thereunder shall be deemed terminated as between the New Member Agency and DMWW as of the effective date of admission. DMWW shall be compensated for such reallocation as provided in Subsection (f) of this Section.
- (e) To the extent the Required New Member Capacity is not allocated to the New Member Agency under subsections (b), (c), and (d), it must be obtained by the New Member Agency by voluntary reductions in the Allocated Capacity of existing Member Agencies. Such Member Agencies shall be compensated for such reductions as provided in Subsection (f) of this Section.
- (f) The payment required from a New Member Agency with respect to its acquisition of Allocated Capacity under Subsections (c), (d), and (e) of this Section shall be at the rate determined by the Board pursuant to the principles set forth in Schedule V-5. Such payment shall be made by the New Member Agency to CIWW. To the extent a reallocation is made under Subsections (c) or (d), the Founding Agency affected by a reduction of its Allocated Capacity shall be paid a share of such payment that is equal to the increase in the asset transfer consideration that such Founding Agency would have been due if the New Member Agency had become a founding agency when this Agreement was executed less any amount previously recovered by the Founding Agency from the New Member Agency as a capital cost of wholesale service to the new Member Agency, plus interest on the amount computed to be due at the rate of four percent (4%) per annum from the Operational Commencement Date. The balance, if any, of the payment shall be retained by CIWW as additional capital. Any payment under Subsection (e) of this Section shall be paid to the reducing Member Agencies in proportion to their agreed respective reductions of their Allocated Capacities.

If there are insufficient voluntary reductions by existing Member Agencies to accommodate a New Member's Required New Member Capacity, the New Member Agency may request membership in CIWW based on its participation in Capacity Expansion Projects pursuant to Sections 6 and 7 of this Article. If the New Member Agency meets all the other requirements of this Agreement and the Board for admission, the New Member Agency will be admitted after the requisite Capacity Expansion Projects have been completed and are producing finished water at rated capacity.

Section 6. Capacity Expansions. CIWW shall construct, own and operate new or expanded additional Water Supply Facilities, to increase water output available to CIWW consistent with the CIWW Long Range Plan established under Article VII (each a "Capacity Expansion"). A project that creates a Capacity Expansion is a "Capacity Expansion Project." All

Capacity Expansion Projects required to meet expected growth in demand by Member Agencies as expected under the CIWW Long Range Plan shall be funded by the Member Agencies as stated in Section 7 of this Article. Other Capacity Expansion Projects may be funded either from CIWW funds or by prospective New Member Agencies, or by Member Agencies as provided in the CIWW Long Range Plan and the CIWW Capital Plan. The additional water output capacity created by a Capacity Expansion Project funded by Member Agencies, other than New Member Agencies, shall be allocated to Member Agencies in proportion to the amount such Member Agency pays for a part of a Capacity Expansion Project under Section 7(b) of this Article. The additional water output capacity created by a Capacity Expansion Project funded by a New Member Agency under Section 7(c) shall be allocated to the New Member Agency providing the funding. The additional water output capacity created by a Capacity Expansion Project funded from CIWW sources of funds shall be allocated to Member Agencies in proportion to their previously Allocated Capacities prior to the Capacity Expansion, except to the extent the Board determines to maintain an unallocated reserve capacity for business and operational reasons it deems sufficient.

Section 7. Costs of Member Agency-Funded Capacity Expansions. The costs of Capacity Expansion Projects funded by Member Agencies shall be allocated among, and be borne by, the Member Agencies as follows:

- (a) Nine per cent (9%) of the total cost of the Capacity Expansion Project shall be allocated to all Member Agencies based on each Member Agency's pro rata share of Allocated Capacity as of the date the Board approves the Capacity Expansion Project;
- (b) Ninety-one per cent (91%) of the total cost of the Capacity Expansion Project shall be allocated pro rata based upon the forecasted increases in projected demand of each Member Agency having a projected increased demand as set forth in the CIWW Long Range Plan that forms the basis of the Board's approval of the Capital Expansion Project;
- (c) Notwithstanding subsection (a) and (b), one hundred percent (100%) of the cost of any Capacity Expansion Project, or any part thereof, which is constructed to meet the Required New Member Capacity of a New Member Agency, shall be paid by such New Member Agency; and
- (d) Each Member Agency or New Member Agency shall pay or satisfy its share of the costs of each Capacity Expansion Project pursuant to Section 7(b) and 7(c) hereof by payment of such share to CIWW. Each Member Agency and New Member Agency shall make specific provision for payment of its allocated share of the Capacity Expansion Project, and if sufficient funds are not available to said Member Agency or New Member Agency, each shall issue bonds, notes, or other obligations as it deems appropriate to fund its allocated share. Financing allocated costs of a Capacity Expansion Project, including the issuance of bonds, notes or other obligations, shall be undertaken by Member Agencies and New Member Agencies individually, to the extent necessary to capitalize their respective cost

allocation. If CIWW issues Bonds for said Capacity Expansion Project, Debt Service on said Bonds shall be allocated to Member Agencies and New Member Agencies in accordance with Section 7(b) and 7(c) hereof, and collected by CIWW from the affected Member Agencies and New Member Agencies, along with rates imposed in accordance with Schedule VI-2 hereof.

Section 8. Member Agencies Transferring Capacity to Other Members. A Member Agency that no longer has a need for a portion of its allocated capacity may sell allocated capacity deemed to be in excess of its needs to any interested Member Agency. In the event two or more Member Agencies are interested in the capacity being offered, the capacity shall be allocated among all interested Member Agencies based on a pro rata allocation of each Member Agency's best estimates of future water requirements and demand as reported to the Technical Committee for Long Range Planning under Section 3 of Article VII. The purchase price per gallon per day shall be the cost per gallon per day of CIWW's most recently constructed capacity expansion. Payment in cash or, if the selling Member Agency has an allocation of CIWW debt, a portion of its allocated debt based on the purchase price and gallons of capacity purchased and sold, shall be transferred from the selling Member Agency to the purchasing Member Agency or Agencies. The Board shall have discretion to adjust the methodology set forth in this Section as it may determine to be necessary to ensure equity among the Member Agencies in the cost allocation used to determine the appropriate cash payment or transfer of debt.

Section 9 Funding of Joint Capital Projects. After the Effective Date, each capital project related to the Designated Water Supply Facilities acquired, or to be acquired, by CIWW or any other CIWW facility that is not a Capacity Expansion Project shall be a "Joint Capital Project." Joint Capital Projects shall include any project to maintain, repair, update, or improve any applicable facility that does not expand its capacity. The funding of Joint Capital Projects shall not be subject to Section 7 of this Article. Joint Capital Projects shall be funded either by CIWW from one or more of the following sources: CIWW rates, CIWW reserves, CIWW bond issuance, or other sources of funding available to CIWW.

## **ARTICLE VI. WHOLESALE RATES TO MEMBER AGENCIES**

Section 1. Rates to Recover Costs. The Board shall establish wholesale rates to be charged to Member Agencies that are calculated in the aggregate based on the anticipated total Revenue Requirements of CIWW as determined by the Board. CIWW's "Revenue Requirements" shall be the amount determined to be sufficient to defray all of the costs of water and other operating and maintenance expenses of CIWW, to provide for capital requirements, and to satisfy all requirements of the current and future financing of CIWW's capital requirements, including payment of Debt Service, compliance with coverage and reserve requirements, and financing covenants of any Bonds, and to provide reasonable unrestricted cash reserves as determined by the Board of Directors. The Board may adjust the operating reserves from time to time.

Section 2. Annual Determination of Revenue Requirement. CIWW's Revenue Requirements and the rates to be charged to Member Agencies collectively and individually, shall be determined annually by the Board in its sole judgment. The Revenue Requirements will be prospective and developed as part of the budget process under Article XV. The Board shall obtain a cost of service study annually based on the American Water Works Association M-1 Manual or similar standard that is widely accepted in the water supply industry, and shall apply such study in a manner consistent with the mandatory rate principles set forth in Schedule VI-2. In setting rates, the Board will assign the actual cost of service to each member, and recover costs from each within a reasonable degree of precision and certainty.

Section 3. Volume and Max Day Demand of Member Agencies. The volume of water provided by CIWW to each Member Agency and the Max Day Demand utilized by each Member Agency shall be determined by metering at the point of delivery to the extent meters now existing or hereafter created allow such measurement. All other volumes and Max Day Demands shall be estimated based on the methods and assumptions set forth in Schedule VI-3 hereto.

Section 4. Individual Rates. The Board will establish rates prior to the Operational Commencement Date. The Board shall analyze, review and revise rates annually as provided by the terms of this Agreement. The rates to Member Agencies shall be based on the principles and methodologies as set forth in Schedule VI-2. The Board's judgment, reasonably reached, shall be final as to the establishment of water rates to Member Agencies, subject only to the dispute resolution provisions of Article XXV of this Agreement. Rates shall be effective January 1 of each year.

Section 5. Charges for Excess Consumption. Water delivered in a daily quantity that is greater than a Member Agency's Allocated Capacity is deemed to be "Excess Consumption" and further deemed to be the use of the Allocated Capacity of other Member Agencies. CIWW is not obligated to supply water on any day to any Member Agency that is in excess of its Allocated Capacity. However, to the extent Excess Consumption is provided to a Member Agency then the Member Agency shall be subject to Capacity Lease Charges as defined by Schedule VI-5. Capacity Lease Charges shall be billed to Member Agencies incurring the charges and CIWW shall credit the receipts thereof to the Member Agencies not incurring such charges on such days on a proportionate basis as defined in Schedule VI-5. Member Agencies that have Excess Consumption for more than ten (10) days in any calendar year shall have the maximum amount of the Excess Consumption added to the Member Agency's projected demand in the Long Range Plan prepared according to Article VII.

Section 6. Billing, Payment. Member Agencies shall be billed monthly in arrears for actual delivery at the established rates, and shall pay the billing in full without offset or reduction, except for the netting specified in Section 8, within twenty-five (25) days of the date of issuance of the bill.

Section 7. Netting of Payments Due Under This Agreement. Any amounts due or credits due between CIWW and any Member Agency for services, charges, or other obligations arising under this Agreement may be netted against any other billings between them, but billings shall not otherwise be offset against any other obligations between them.



Section 8. Member Agency Financial Covenant. Each Member Agency covenants that it will set its own rates and charges to its retail, Wholesale and Total Service Agreement customers, and collect such charges, to assure that the Member Agency has revenue sufficient to meet the Member Agency's expenses and financial obligations, including all financial obligations to CIWW, which shall be an annual operating expense of the public water supply system of each Member Agency.

## **ARTICLE VII. LONG RANGE PLAN AND WATER QUALITY**

Section 1. Long Range Plan. The Board shall prepare and adopt a long-range plan to meet the needs for drinking water of the Member Agencies over a planning horizon of not less than ten (10) years (the "CIWW Long Range Plan") and shall revise such plan as needed as new Member Agencies are admitted and as other circumstances dictate. The CIWW Long Range Plan shall take into account all factors relevant to the mission of CIWW, including without limitation: (a) expected growth in water requirements of the Member Agencies; (b) source water availability and quality; (c) long range trends affecting source water supplies and allocations, including impacts of climate change; (d) water treatment capacities and requirements; and (e) all other matters necessary to assure the safety of drinking water supplies and sufficiency of quantity to meet demands, at reasonable cost. The initial CIWW Long Range Plan preparation shall commence promptly after the Effective Date and be completed within one (1) year of the Effective Date of this Agreement and shall be adopted by the Board prior to the Operational Commencement Date. The initial CIWW Long Range Plan will be based on the existing DMWW and WDMWW long-range plans as starting points but with such changes and updates as may be proposed to the Board by the Long Range Planning and Capital Improvements Committee, and by the Technical Committee, or that the Board determines to be appropriate.

Section 2. Update to Plan. The CIWW Long Range Plan shall be updated on a regular basis, and in any event no less frequently than every five (5) years.

Section 3. Member Agency Participation. Each Member Agency shall participate in, and support, the process of preparing and updating the CIWW Long Range Plan by making its data and information available to CIWW and to its planning staff and contractors. Each Member Agency shall supply its best estimates of future water requirements and demand in support of CIWW's planning efforts within a reasonable time upon request. Information supplied by Member Agencies shall be based on uniform standards and principles for such information established by the Technical Committee. CIWW shall have no service obligation to meet any Member Agency's demand to the extent the Member Agency's demand exceeds the Member Agency's forecasted demand expressed in the CIWW Long Range Plan.

Prior to the original adoption of the CIWW Long Range Plan by the Board, and prior to each update thereto, Member Agencies shall review, approve and certify to CIWW confirmation of the CIWW Long Range Plan's compliance with their individual stated needs over the intended time period covered by the applicable CIWW Long Range Plan, or updates thereto.

Section 4. Implementation of CIWW Long Range Plan. The Board shall be

responsible, in its discretion, to operate CIWW in accordance with the CIWW Long Range Plan and to implement the CIWW Long Range Plan's provisions.

Section 5. Source Water Quality Protection and Improvement. The Board shall establish and implement a program to protect and improve the water quality of CIWW's actual and potential water sources. The program will include outreach and cooperation with federal, state and local agencies, and with other parties with interests in the watersheds and aquifers on which CIWW relies. CIWW's implementation of a water quality program may include expenditures of CIWW funds under the direction of the Board after determination that such expenditures will further the goals of protecting and improving the quality of CIWW's source waters.

## **ARTICLE VIII. GOVERNING BOARD**

Section 1. Governing Body. CIWW shall be governed by a Board of Trustees ("Board") as constituted and established in this Article. Members of the Board shall receive no compensation from CIWW, other than reimbursement for valid expenses incurred, for service on the Board. Except as limited by the Member Agency Vote requirements of Article XI, and by the terms of this Agreement, the Board shall have full and plenary authority over CIWW, and over the conduct of CIWW's business and affairs.

Section 2. Initial Composition of Board. The initial Board shall consist of fourteen (14) Trustees, with one Trustee appointed by and representing each of the Founding Agencies, and with DMWW entitled to appoint and be represented by one Additional Trustee by application of the additional Trustee provision of Section 4 of this Article. It is intended that water systems served by Member Agencies under Sections 9, 10, and 11 of Article IV shall be represented on the Board only by the Trustee(s) appointed by the Member Agency providing service to such water systems.

Section 3. Size of Board. The number of Trustees shall always be equal to the number of Member Agencies of CIWW plus one or more Additional Trustees based on population served as provided in Section 4 of this Article.

Section 4. Additional Trustees. In addition to the one Trustee representative provided for each Member Agency, any Member Agency that serves areas with a total population in excess of one hundred thousand (100,000) persons shall be entitled to one additional Trustee representative (an "Additional Trustee"). The Additional Trustee shall be identified as such by the appointing authority at the time of appointment. Population shall be determined on the basis of the most recently available United States Census data, including any United States Census estimates that are issued after the last decennial United States Census. For the purposes of this Section, the area served by a Member Agency shall include the areas directly served by the distribution system of the Member Agency, and the area served by the Member Agency under Sections 9, 10 and 11 of Article IV.

Section 5. Board Appointments and Terms. Each Trustee, including any Additional Trustee, shall be appointed by the Member Agency being represented. In the case of a Member Agency that is a city utility governed by the City Council, the appointment shall be made by the

mayor of the City, subject to approval of its City Council. In the case of any other Member Agency, including Board-governed city utilities, the appointment shall be made by resolution of its governing body. Trustees shall serve three (3) year staggered terms or until their replacement is appointed. For the purpose of providing staggered terms, the Board shall be divided into three classes of equal size, or as nearly equal size as possible, with terms expiring on a staggered basis. The initial staggered terms of the Trustees representing the Founding Agencies shall be established by division of the Board into three classes that are assigned by lot at the first meeting of the Board after the Effective Date, subject to the requirement that the regular Trustee representing any Member Agency and any Additional Trustee representing such Member Agency shall be assigned to different classes. Upon the occurrence of any vacancy on the Board for any reason, the Member Agency being represented shall appoint a replacement for the unexpired term of the vacant position. Trustees may be appointed for any number of terms in the discretion of the appointing Member Agency. When a New Member Agency is admitted under this Agreement, the New Member Agency shall appoint a Trustee, and if applicable an Additional Trustee, to represent it, with each such Trustee assigned to a class by resolution of the Board.

Section 5A. Board Alternates. Each Member Agency may at any time appoint an alternate, on a temporary or permanent basis, to any Trustee or Additional Trustee appointed by such Member Agency. The Member Agency may remove or replace any appointed alternate at any time. The appointment of an alternate to a Trustee or Additional Trustee at any time shall supersede and replace any prior appointments of an alternate. All appointments of alternates shall be made by resolution of the governing body of the Member Agency and communicated to the Secretary of the Board. Alternates shall be entitled to all information provided to, and notices given to, Trustees and Additional Trustees, and may attend any open session of the Board as an observer. An alternate to a Trustee or Additional Trustee shall vote and participate in any meeting of the Board in the place of such Trustee or Additional Trustee at any meeting where such Trustee or Additional Trustee is absent, but shall otherwise have no Board vote, and shall otherwise have no right or power to participate in Board discussions, deliberations, or actions except as recognized by the Chair of the Board.

Section 6. Removal. Any Trustee may be removed by the appointing Member Agency at any time for any reason or for no reason. Any Trustee may also be removed for cause by vote of the Board. Any such removal shall create a vacancy to be filled as provided in Section 5 of this Article. Any Trustee removed for cause by vote of the Board shall not be eligible for re-appointment.

Section 7. Effect of Withdrawal of Member Agency on Board. If any Member Agency withdraws from membership in CIWW or is for any other reason no longer a Member Agency, the size of the Board shall be automatically reduced and any Trustee representing the departed Member Agency, shall be deemed to no longer serve on the Board effective as of the date of the Member Agency's withdrawal or departure.

Section 8. Quorum. The presence of at least a majority of the duly appointed and acting Trustees, including Additional Trustees, shall constitute a quorum required to be present to convene a meeting of the Board and for the conduct of its business. The Chair shall determine whether a quorum exists, shall cause the names of the Trustees present to be entered into the

meeting minutes, and shall call the meeting to order if a quorum exists. A quorum for a weighted vote shall require the presence of Trustees representing at least three Member Agencies as well as Trustees representing a majority of the weighted vote allocation described in Section 10(d) hereof.

Section 9. Voting. Except as provided in Section 10 of this Article, each Trustee, including each Additional Trustee, shall have one (1) vote, and the majority vote of the Trustees present and voting, if a quorum is established, shall prevail on any vote. No vote shall be taken without a quorum of the Board being present. The Chair, or in the Chair's absence the Vice-Chair, of the Board shall be entitled to vote and participate in discussion, but shall not make or second a motion.

Section 10. Weighted Voting by Board.

- (a) Approval and issuance of Bonds shall be considered by the Board on a weighted vote, as described in subsection (d) hereof. An affirmative vote of a majority of the Trustees of the Board, on a weighted basis, shall be required on all Board actions relating to Bond issuances hereunder (other than as provided in Article XVII, Section 3).
- (b) Trustees representing any two (2) or more Member Agencies may request a weighted vote on any of the following matters that come before the Board for action:
  - (i) Any proposal to the Member Agencies to amend or terminate this Agreement or to amend any Schedules to be submitted for Member Agency vote under Article XX;
  - (ii) Any Board action to update or amend the Board Modifiable Schedules as defined in Section 2 of Article XX;
  - (iii) Admission of New Member Agencies and the terms thereof under Article XII;
  - (iv) Adoption of the Initial Budget under Section 2 of Article XV;
  - (v) Adoption of each Annual Budget under Article XV, or any amendment to an approved Annual Budget;
  - (vi) Setting of rates and charges payable by Member Agencies;
  - (vii) Adoption of the initial Long Range Plan under Article VII;
  - (viii) Any modification of the Long Range Plan under Article VII;
  - (ix) Adoption of any CIWW Capital Plan or modification to the CIWW Capital Plan under Article XV, including without limitation adoption of the Initial Capital Plan or any Capital Call;
  - (x) Issuance of any Emergency Member Agency Assessments under Section 5 of Article XV;
  - (xi) Adoption or amendment to the Bylaws;
  - (xii) Declaration of Default of a Member Agency under Article XXIII;

- (xiii) Hiring or terminating the Executive Director, Legal Counsel, or Third-Party Fiduciary;
  - (xiv) Removal of a Trustee for cause;
  - (xv) Any Amendment to the CIWW Water Shortage Plan; or
  - (xvi) Determination of any issues pertaining to the meaning or application of the definition of Water Supply Activity, Water Distribution Activity, Water Supply Facility or Water Distribution Facility.
- (c) No action on any matter listed in Section 10(a) that is eligible for a request for weighted vote shall be considered by the Board at any meeting unless the matter is placed on the Agenda of the Board prior to the meeting and written notice of such agenda item is given at least five (5) days before the meeting to all Trustees. A request for weighted vote must be made by the requisite number of Trustees before the vote on the matter that is the subject of such request. Upon any timely request, any Board action on such matter shall be suspended, and the Board will hold a weighted vote on the matter subject to such request at its next meeting. Notwithstanding the foregoing, action on any Emergency Member Agency Assessments may be taken immediately at the meeting when proposed provided any required notice thereof is given in writing to each Member Agency.
- (d) For purposes of weighted voting, the full voting power of the Board shall be proportionately allocated and assigned among the Trustees representing the Member Agencies, excluding any Additional Trustees, on the basis of the average of the Annual Demand as set forth in Schedule I-2, but excluding demand attributable to wholesale customers that continue to be served by DMWW under the Purchased Capacity Master Agreement, as updated for the immediately preceding five full calendar years preceding the date of the vote. The allocation shall be recomputed when New Member Agencies are admitted, and shall be recomputed each year based upon the total Annual Demand of each Member Agency for the five full calendar years preceding the vote. Votes representing a majority of the “weighted vote allocation” hereunder plus the votes of Trustees representing at least three Member Agencies shall be required to approve Board actions subject to weighted voting under Subsection (b) of this Section. The agenda for any meeting where action to approve item(s) subject to weighted vote shall include a statement relating to the weighted vote requirement for each such item.
- (e) The weighted voting power of a Trustee representing any New Member Agency admitted after the Effective Date shall be based on a transition formula based upon actual or expected Annual Demand established by the Board at the time of its admission.
- (f) In the case of a Board action requiring a weighted vote, the minutes shall reflect

the item(s) subject to a weighted vote, and record the specific votes of each Trustee for the Member Agencies on the Board.

Section 11. Meetings of Board.

- (a) Regular meetings shall be held at least monthly at the place, day and hour set forth in a schedule of regular meetings for the following year that is approved by the Board at or before its Annual Meeting each year. The regular meeting of the Board in December of each year shall be the Annual Meeting. A copy of the agenda and all materials to be considered at each meeting of the Board shall be mailed, e-mailed, or delivered to each Trustee and to the elected official or administrator designated by each Member Agency to receive notice hereunder, at least two (2) days prior to the meeting, or such longer period as may otherwise be set forth in the Bylaws.
- (b) Special meetings of the Board, for any purpose or purposes consistent with this Agreement may be called by the Chair and shall be called by the Chair at the request of any two Member Agencies. The requirements of subsection (a) of this Section shall apply except that the notice of any special meeting shall be given not less than five (5) nor more than twenty (20) days prior to the date of the special meeting.
- (c) Notices under this section shall be deemed given upon actual delivery of a written notice, or by actual delivery of an e-mail, or three (3) days after deposit in the United States mail.
- (d) All meetings of the Board shall be public meetings to the extent required by Chapter 21, Iowa Code, or any successor laws, as the same may be amended or supplemented in the future, and such rules of order as the presiding officer shall determine. Proceedings of the Board shall be published as provided by Section 28E.6 (3), Iowa Code or other applicable law.

Section 12. Bylaws. The Board may adopt bylaws relating to its proceedings, the conduct of the affairs of CIWW, and the terms of service for water provided to Member Agencies that are not inconsistent with this Agreement. Such bylaws may be adopted, and may be amended or repealed, by vote under this Article, provided that such Bylaws or proposed amendment or repeal of such Bylaws, was presented in writing at a prior regular meeting of the Board, and provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken. In the event of conflict between the provisions of the bylaws and the provisions of this Agreement, the provisions of this Agreement shall prevail.

## **ARTICLE IX. OFFICERS OF BOARD**

Section 1. Number and Term. The officers of the Board shall be the Chair, the Vice-Chair and the Secretary, each of whom shall be elected from among the members of the Board by vote of the Board at an Annual Meeting of the Board to serve for the following two calendar years. Each of the officers shall be a representative of a different Member Agency. Officers shall



be elected for a two-year term, with a possible second term available. In no event shall a person hold one specific officer position for more than two (2) consecutive terms. Provided, however, that an officer chosen to fill a vacancy shall be entitled to serve two (2) full consecutive terms after completion of the term filling the vacancy.

Section 2. Duties of Chair. The Chair shall preside at all meetings of the Board. The Chair, or the Vice-Chair in the absence of the Chair, shall sign any instruments that the Board has authorized to be executed, except in cases where the signing of instruments shall be required by law to be otherwise signed or executed, or where the resolution of the Board authorizes the signing of such instrument by another person.

Section 3. Duties of Vice-Chair. In the absence of the Chair, or in the event of the death, inability to act, or refusal to act by the Chair, as directed by the Board, the Vice-Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office.

Section 4. Duties of Secretary. The Secretary shall have the following duties and responsibilities, any or all of which may be delegated or assigned by Board resolution to one or more Board clerks or assistant secretaries who need not be Trustees or representatives of Member Agencies:

- (a) The taking and preservation of minutes of the meetings of the Board;
- (b) The giving of all notices in accordance with this Agreement, any Bylaws, as directed by the Board, or required by law;
- (c) Acting as custodian of the records of CIWW;
- (d) Signing and certification of documents and instruments authorized by the Board or by law;
- (e) Keeping a current registry of the names and addresses of Trustees, the Member Agencies, and the officer of each Member Agency designated to receive notices.

Section 5. Election. The Trustees serving on the Board shall elect the Board Officers. The Nominating Committee shall select and offer nominations for each office at the Board's Annual Meeting. Nominations for the officer positions shall also be accepted from the Trustees present at that Annual Meeting. All nominees, including those offered by the Nominating Committee, must receive a second for the nomination to be considered a candidate and voted on for said office.

Section 6. Vacancy. Each officer shall hold office until his or her successor has been elected. A vacancy in the office of Chair, Vice-Chair, or Secretary shall be filled by the Board for the unexpired portion of the term.

## **ARTICLE X. COMMITTEES OF BOARD**

Section 1. Executive Committee.

- (a) An Executive Committee is established for the purposes of reviewing and advising

on policy issues at the request of the Executive Director or the Board and making recommendations to the Executive Director, and of making recommendations to the Board regarding the appointment of the Executive Director and thereafter periodically reviewing the performance of the Executive Director and to otherwise assist and advise the Board and the Executive Director. The Executive Committee shall be chaired by the Board Chair. Members of the Executive Committee shall be appointed by action of the Board each year at the Annual Meeting of the Board, consistent with the following provisions.

- (b) For the first three calendar years after the Effective Date, the Executive Committee shall be comprised of (i) the current Chair, (ii) a Trustee representing DMWW unless it is already represented on the Executive Committee, (iii) a Trustee representing WDMWW unless it is already represented on the Executive Committee; (iv) a Trustee representing UWU unless it is already represented on the Executive Committee; (v) the most recently presiding Chair prior to the current Chair who remains a current Trustee, if applicable; and (vi) one additional Trustee selected at-large. The forgoing provision notwithstanding, at no time shall the membership of the Executive Committee equal or exceed the quorum for the full Board. If the size of the Executive Committee must be reduced to meet this condition, the membership of the Executive Committee shall be reduced by eliminating one or more categories named above in reverse order as named above, that is category (vi), then (v) and so on.
- (c) After the first three calendar years, the Executive Committee shall be comprised of (i) the current Chair; (ii) the most recently presiding Chair prior to the current Chair who remains a current Trustee; (iii) three (3) additional Trustees representing Member Agencies with the highest Annual Demand over the preceding five-year period unless those Trustees are already represented on the Committee; and (iv) one additional Trustee representing the otherwise unrepresented Member Agencies. The forgoing notwithstanding, at no time shall the membership of the Executive Committee equal or exceed the quorum for the full Board. If the size of the Executive Committee must be reduced to meet this condition, the number of committee members in category (iii) shall be reduced as required to meet this condition, by eliminating the representative of the Member Agency under Subsection (c)(iii) with the lowest Annual Demand followed by the next lowest, and so on.
- (d) The Executive Committee shall meet at the call of the Board Chair or at the request of the Executive Director to fulfill its purposes as set forth herein and such other duties as may be assigned to the Executive Committee by resolution of the Board. Member Agencies shall all be provided at least two (2) days advance notice of, and an Agenda for, all meetings of the Executive Committee.

Section 2.     Long Range Planning and Capital Improvements Committee.

- (a) A Long Range Planning and Capital Improvements Committee is established to

provide planning and technical advice and recommendations to the Board with respect to planning and capital, including but not limited to: (i) adoption and modification of the CIWW Long Range Plan under Article VII, and the CIWW Capital Plan under Article XV; (ii) planning for modifications, or additions to, source water and water treatment facilities and timeline(s) for potential construction; and (iii) such other duties requiring technical, or business expertise as may be assigned by Board resolution.

- (b) The Long Range Planning and Capital Improvements Committee shall be comprised of one individual appointed by each Member Agency, who may be, but is not required to be a Trustee representing such Member Agency, but who shall be an individual familiar with the current and long-range drinking water requirements of the Member Agency and with regional assets and infrastructure. Each Member Agency may also appoint an alternate representative. The Long Range Planning and Capital Improvements Committee shall include the Executive Director or his or her designee who shall not be a voting member of the Committee.
- (c) The Long Range Planning and Capital Improvements Committee shall be chaired by a member of the Committee elected by the voting Members of the Committee. The Long Range Planning and Capital Improvements Committee shall meet in accordance with a meeting schedule approved by the Committee, at the call of the Chair of the Committee, or at the direction of the Board.

Section 3.     Finance & Audit Committee.

- (a) A Finance & Audit Committee is hereby established for the purposes of reviewing issues and items referred to it by the Board. In addition, the Finance & Audit Committee shall make recommendations to the Board on the following: (i) finances, budgets, and budget amendments; (ii) audits of CIWW finances and CIWW records; (iii) rates and charges to Member Agencies; and (iv) such other duties as may be assigned by Board resolution.
- (b) Members of the Finance & Audit Committee shall be appointed annually by the Board Chair at the Annual Meeting. The Membership of the Committee shall not equal or exceed the number constituting a quorum for the full Board. The Finance & Audit Committee shall include the Executive Director or his or her designee, and contracted Third-Party Advisors of the Board, neither of which will be a voting member of the Committee. The Finance & Audit Committee shall be chaired by a voting member of the Committee elected by vote of the voting members of the Committee.
- (c) The Finance & Audit Committee shall meet in accordance with a meeting schedule approved by the committee, at the call of the Chair of the Committee, or at the direction of the Board.

Section 4.     Nominating Committee. A Nominating Committee, consisting of at least

three Trustees, is established for the purpose of selecting and offering nominations for election to each office of the Board at the Annual Meeting of the Board. Members of the Nominating Committee shall be appointed by the Chair, with the appointments announced at a regular Board meeting held at least three (3) months prior to the Annual Meeting of the Board. The Nominating Committee shall be chaired by a Committee member selected by the members of the Nominating Committee.

Section 5.     Technical Committee.

- (a) A Technical Committee is hereby established to provide technical advice or recommendations to the Board in areas requiring technical, business, or operation expertise, including but not limited to:
  - (i) Determination of each Member Agency's water consumption, including its Annual Demand, Max Day Demand, average day demand, average consumption over a specified number of consecutive years (e.g., 3 or 5 years), and average consumption over a specified number of consecutive years;
  - (ii) Computation of updates to Schedule I-2 as soon as may be practical annually after the end of each calendar year;
  - (iii) Determination of designs for all capacity enhancements to be constructed by, or at the request and cost of, CIWW;
  - (iv) Recommendations regarding capacity enhancements or other improvements proposed by one or more Member Agencies or any proposed new Prospective Member Agencies;
  - (v) Determining the population served by each Member Agency for purposes of Section 4 of Article VIII;
  - (vi) Review of the operational sufficiency of the preliminary budget proposed by the Executive Director each year;
  - (vii) Review and recommendations to the Board regarding the meaning or application of the definitions of Water Supply Activity, Water Distribution Activity, Water Supply Facility or Water Distribution Facility;
  - (viii) Monitor effectiveness of, and compliance with the CIWW Water Shortage Plan and advise the Board with respect to amendments thereto as needed;
  - (ix) Monitor the usage by each Member Agency of shared transmission mains and pumping stations in comparison to the capacity assigned to each Member Agency under applicable agreements and recommend solutions required to remediate any excess usage and resulting detriment to other Member Agencies; and
  - (x) Duties as outlined in this Agreement, and such other duties requiring technical or business expertise as may be assigned by Board resolution.
- (b) The Technical Committee shall be comprised of one individual appointed by each Member Agency, who may be, but is not required to be a Trustee representing such Member Agency, but who shall be an individual familiar with the Member

Agency's local distribution or business operations. Each Member Agency may also appoint an alternate representative. The Technical Committee shall include the Executive Director or his or her designee, who shall not be a voting member of the Technical Committee. Each Member Agency is entitled to one vote on the Technical Committee to be cast either by the appointed individual or alternate.

- (c) The voting members of the Technical Committee shall elect a chair. The Technical Committee shall meet in accordance with a meeting schedule approved by the committee, at the call of the chair of the Committee, or at the direction of the Board.

Section 6. Other Committees. By resolution, the Board may designate two or more Trustees or other persons to constitute a committee. Such committee shall, if authorized by resolution of the Board, provide advice and recommendations to the Board or otherwise act pursuant to the authority delegated by the Board resolution. The designation of such committees shall not relieve the Board of any responsibility unless such responsibility is specifically delegated to the committee by Board resolution. Meetings of such committees may be held at such time and place as the committees or Board may fix from time to time.

## **ARTICLE XI. MEMBER AGENCY VOTE**

Section 1. Member Agency Votes. The matters set forth in Section 2 of this Article XI shall require a vote of the Member Agencies by written ballot before going into effect. Each Member Agency will have one vote on each matter requiring a Member Agency vote under this Agreement.

Section 2. Requirement for Member Agency Vote. The following matters adopted or proposed by the Board shall require a vote of the Member Agencies to be effective:

- (a) Any proposal adopted by the Board to amend or terminate this Agreement, except updates or amendments to the Board Modifiable Schedules as defined in Section 2 of Article XX may be approved by the Board without Member Agency vote;
- (b) Any proposed merger or consolidation of CIWW with any other agency or entity or any sale of all, or substantially all, of the assets of CIWW; and
- (c) Any matter regarding Bonds that, in the opinion of bond counsel to CIWW, requires a vote of the Member Agencies.

Section 3. Vote by Written Ballot. A vote of the Member Agencies shall be conducted by written ballot cast on a form of ballot for each measure coming before the Member Agencies that shall be provided by the Secretary, with such ballots cast required to be received by the Secretary within thirty-one (31) days of dispatch to the Member Agency. Member Agency votes shall be cast solely at the direction of the governing body of the Member Agency pursuant to a resolution of such governing body. Multiple measures may be submitted on a single form of ballot, provided that the ability to vote for or against each separate matter is preserved.

Section 4. Vote Required for Member Action. The affirmative vote of not less than a

majority of the votes entitled to be cast by Member Agencies shall be required for approval or adoption of any matter coming before the Member Agencies for vote regardless of the actual total number of votes cast, except that a vote to terminate this Agreement, or a vote to amend this Agreement that effectively terminates this Agreement shall require the affirmative vote of two-thirds (2/3) of all Member Agencies as provided in Section 1 of Article XX, and the required vote on bond matters shall be as specified in Article XVII.

## **ARTICLE XII. ADMISSION OF NEW MEMBER AGENCIES**

Section 1. Admission of Additional Member Agencies. During the term of this Agreement, one or more additional qualified public entities meeting the definition of a public water supply system in Chapter 455B, Iowa Code, ("Prospective Member Agency") may be admitted to membership as a Member Agency within the meaning of this Agreement, and thereby become entitled to, and subject to, all of the benefits and obligations of this Agreement. To be qualified for membership the Prospective Member Agency must be a political subdivision of the state, licensed as a public water supply entity within the geographic area that it is physically practical for CIWW to serve and that either CIWW has the capacity to serve, or CIWW and the Prospective Member Agency have agreed to the financing and construction of the Capacity Expansion Project necessary to provide additional capacity, with costs allocated to said Prospective member Agency in accordance with Section 7 of Article V of this Agreement.

Section 2. Application for Membership. Any qualified public entity may apply for membership in CIWW by submitting a request for membership addressed to the Board. Upon receipt of any such request, the Executive Director, the Executive Committee, and the Technical Committee shall investigate such request, and each shall make their recommendations to the Board regarding the application as promptly as circumstances reasonably permit. The Prospective Member Agency shall pay an application fee in an amount determined by the Board that is sufficient to cover the actual costs incurred by CIWW to review such application. The Board shall approve or reject each application for membership, upon confirmation of Conditions of Membership. The Prospective Member Agency shall be required to comply with any and all legal requirements, including but not limited to notice and public hearing(s) required for any asset transfer, prior to becoming a New Member Agency.

Section 3. Conditions of Membership. The Board shall specify conditions of admission to membership for each Prospective Member Agency, which conditions shall include:

- (a) The amount of the Prospective Member Agency's initial capital contribution;
- (b) The new Prospective Member Agency's initial Allocated Capacity, and the payment or payments required to be made for such capacity, if any;
- (c) The adoption of resolutions by the governing body of the Prospective Member Agency: (i) authorizing its joinder in this Agreement (ii) accepting all terms and conditions of this Agreement, including without limitation the bond resolutions under Article XVII, and (iii) agreeing to any conditions of membership the Board specifies;
- (d) Provisions for the point or points of connection of the Prospective Member



- Agency to the facilities and sources of supply of CIWW and for the metering or calculation of the quantity of water to be supplied;
- (e) Provisions for dedication of any Water Supply Facilities of the Proposed Member Agency, and for their transfer to CIWW to the extent of benefit to CIWW. New Member Agencies admitted to membership shall be compensated for dedication and transfer of production capacity only to the extent the dedicated and transferred capacity exceeds the New Member Agency's Total Capacity Requirement. The compensation paid for any dedication of production capacity shall be the net book value of the surplus capacity dedicated by the New Member Agency and in substantially the same manner described in Schedule XIII-1;
  - (f) The effective date of membership and of operational connection; and
  - (g) Any other terms and conditions of membership that the Board deems to be necessary or appropriate.

The financial conditions applied to admission of each Prospective Member Agency shall never be more favorable than the terms on which the Founding Agencies received when establishing CIWW. Except as provided in Schedule XII-3, or absent exceptional circumstances, the financial conditions for each Prospective Member Agency shall include a premium to reflect the risk incurred by the Founding Agencies in creating CIWW, and the benefits created by the Founding Agencies in establishing CIWW.

Section 4. Effecting Membership. A Prospective Member Agency approved by the Board for membership shall become a New Member Agency after compliance with any conditions of membership specified by the Board, by authorization of its governing body and execution of an agreement of joinder in this Agreement that is filed as required by Section 28E.8, Iowa Code. Such membership shall be effective as of the date of admission specified by the Board or the date of filing with the Iowa Secretary of State, whichever is later.

Section 5. Effect of Joinder. By signing a joinder to this Agreement, each New Member Agency agrees to all of the terms of this Agreement and covenants to take all steps necessary to meet all of its obligations to CIWW, and to enable CIWW to meet its bond obligations under Article XVII.

### **ARTICLE XIII. TRANSFER OF ASSETS**

Section 1. Acquisition of Designated Water Supply Facilities. As provided in Article IV, Section 6, CIWW shall acquire the Designated Water Supply Facilities from the Water Producing Member Agencies on the Operational Commencement Date. Each Water Producing Member Agency has, or will have as part of the approval of this Agreement, complied with all legal requirements including notices and public hearings necessary for the transfer of the Designated Water Supply Facilities. The consideration to be paid for asset transfers and other terms and conditions of such acquisitions shall be as set forth in Schedule XIII-1 and Schedule IV-6 hereto. Each Member Agency transferring assets shall, except as it may otherwise agree in writing between the Member Agency and CIWW, retain ownership of its office building, but may lease space to CIWW for CIWW's purposes. Except to the extent otherwise described in Schedule IV-6, each Member Agency shall retain ownership of any grounds it makes available for public

use for park or recreational purposes, subject to such rights of ingress, egress, and use that CIWW may require to make full use of the Designated Water Supply Facilities. Any alteration of the Member Agency's grounds, including, but not limited to, excavation, in order to access the Designated Water Supply Facilities may only occur after obtaining permission from the affected Member Agency, which shall not be unreasonably withheld. CIWW will be responsible for restoring a Member Agency's property that is altered at CIWW's direction. Each Member Agency reserves the right to control its parks and recreation grounds and to make rules governing park or recreational use of its grounds.

Section 2. Outstanding Obligations Secured by the Transferred Assets. No transfer of assets shall occur under this Article unless: (i) full and adequate provision is made for payment or defeasance of any bonds or other obligations secured by the assets transferred, or full and adequate provision is made for the assumption of said outstanding obligations by CIWW, where permitted, and (ii) compliance with all bond covenants required for the transfer of the assets, or proper consent is obtained such that there will be no default or breach of covenants under any such bonds or obligations. Asset transfers shall be free of all liens and encumbrances, except the reversionary interest provided in Section 3 of this Article. Any assumption by CIWW of outstanding obligations which financed transferred assets will adjust the credit/consideration calculated under Section 1 hereof in accordance with Schedule XIII-1.

Section 3. Reversionary Interests in Transferred Assets. Each Member Agency that transfers assets under this Article shall retain reversionary interests in the assets, properties and interests transferred by it to CIWW under this Article, under which such assets, properties and interests shall revert and be re-conveyed back to such Member Agency upon any invalidation of this Agreement or upon the expiration or complete termination of this Agreement. The reversionary interest shall not extend to or include any Capacity Expansion under Article V Section 6. The reversionary interest shall be recorded as a matter of public record with respect to any of the assets either in the instrument of transfer or in a separate document. Any asset that is used for both Water Distribution Activity by any Member Agency and Water Supply Activity by or on behalf of CIWW by any Operating Contractor at the time of any reversion of assets under this Section shall be deemed a "Dual Use Asset" regardless of when acquired. Dual Use Assets shall revert to the Member Agency using such asset for Water Distribution Activity upon any invalidation of this Agreement or upon the expiration or complete termination of this Agreement.

Section 4. Funding of Consideration for Asset Transfer. CIWW shall fund cash payments to Member Agencies required for asset transfer through capacity payments from other Member Agencies, including New Member Agencies, under Article V or Article XII, or payments from Member Agencies as set forth in Schedule XIII-1.

#### **ARTICLE XIV. CIWW STAFF, CONSULTANTS, AND MANAGEMENT SUPPORT**

Section 1. Staffing. CIWW shall employ an Executive Director selected by the Board who shall be the CEO and General Manager of CIWW and serve at the pleasure of the Board. The Board may elect to engage a qualified firm to provide the Executive Director's services in lieu of hiring an Executive Director.

Section 2. Initial Administrative Support Contract. CIWW and one or more Member Agencies selected by the Board may enter into one or more initial administrative support agreements for a minimum term of three (3) years from the Effective Date. The Member Agency or Member Agencies will provide administrative services to CIWW, and be compensated as set forth in Schedule XIV-2 to this Agreement. The Board may renew the agreements after three (3) years, or retain a different entity to provide administrative support in the Board's full discretion.

Section 3. Third Party Financial Advisor. CIWW shall engage one or more qualified consultants to advise and support the Board in financial matters including budgeting, cost allocation studies, rate setting, indebtedness, and other financial matters as set forth in Schedule XIV-3. The financial advisor or advisors shall have professional responsibility to the Board to advise on a competent and impartial basis.

Section 4. Legal Counsel. CIWW shall select and engage a general counsel ("Legal Counsel") on terms specified by the Board and such special counsel as the Board may from time to time determine.

Section 5. Primary Engineering Consultant. CIWW shall select and engage a primary engineering advisor on terms specified by the Board and such special engineering advisors as the Board may from time to time determine.

Section 6. Other Staff and Contracts. The Board may determine to employ such other staff and engage other consultants and advisors for such purposes and on such terms as it determines to be necessary or appropriate, and may contract with third parties for all necessary or desirable services and may define and enforce applicable parameters and benchmarks for the same.

## **ARTICLE XV. BUDGET AND CAPITAL PLANS**

Section 1. Fiscal Year. CIWW shall operate on a calendar year basis which shall be its fiscal year.

Section 2. Budget and CIWW Capital Plan. The Board shall establish and adopt an Annual Budget and CIWW Capital Plan as governed by a process as set forth herein and within the timeline as provided in Schedule XV-2 as follows:

- (a) Initial Budget and CIWW Capital Plan. On or before the Operational Commencement Date or within twelve (12) months of the Effective Date, whichever first occurs, the Board shall establish an Initial Budget and an Initial CIWW Capital Plan to govern the period from the date of adoption of the Initial Budget to the expected Operational Commencement Date, and for the first fiscal year after the Operational Commencement Date. If the Initial CIWW Capital Plan and Initial Budget indicate a need for an increase in the capital of CIWW to assure that CIWW is able to meet its financial obligations as they become due until commencement of operations and for the first fiscal year thereafter, then the Board shall increase the Initial Capital Contributions specified in Section 9 of Article I and Schedule I-9, and

each Member Agency shall make the additional Initial Capital Contributions in accordance therewith, within thirty (30) days of the Board's adoption of the Initial Budget and Initial CIWW Capital Plan.

- (b) Annual Budget and CIWW Capital Planning. The Board shall annually adopt a CIWW Capital Plan and an Annual Budget.
  - (i) CIWW Capital Planning. On or before May 31 of each year, the Executive Director, with the assistance of the Third Party Financial Advisor and input from the Long Range Planning and Capital Improvements Committee and the Member Agencies, shall cause to be prepared and submitted to the Board for approval a five-year CIWW Capital Plan as the Board determines is necessary or appropriate to assure CIWW has adequate capital to achieve the Long Range Plan, and to meet CIWW's financial obligations as they become due.
  - (ii) Annual Budget. On or before August 30 of each year, the Executive Director, with the assistance of the Third Party Financial Advisor and input from the Member Agencies, shall cause to be prepared and submitted to the Board a proposed preliminary CIWW budget for the next fiscal year. The Annual Budget shall specify the expected revenues and operating and capital expenses of CIWW for the fiscal year, and shall make adequate provisions to meet the obligations of CIWW, including Debt Service and compliance with Bond covenants, and adequate provisions for operating reserves, capital reserves, Capacity Expansions, and funding for asset transfers. The Finance and Audit Committee and Technical Committee shall review and propose revisions to the preliminary budget. The Executive Director shall revise the preliminary budget based on the committees' reviews. The preliminary budget shall be considered by the Board after a public hearing at a regular Board meeting in November of each year and shall be adopted as the Annual Budget by the Board with such revisions as it deems proper after the November public hearing.
- (c) Modification of CIWW Capital Plan. The Board may vote to modify the Initial CIWW Capital Plan or any subsequent CIWW Capital Plan only after providing at least sixty (60) days' written notice to all Member Agencies. A CIWW Capital Plan may provide for a capital call on Member Agencies under Section 3 of this Article.

Section 3. Capital Call on Member Agencies. A CIWW Capital Plan, as adopted or modified under Section 2 of this Article, may provide for a capital call on Member Agencies payable in one or more installments, provided that the payment shall become due at a time that is at least sixty (60) days after the adoption of the CIWW Capital Plan (a "Capital Call"). Any Capital Call shall be allocated among the Member Agencies on the basis of their respective Allocated Capacities at the time of adoption of the Capital Call. Any Capital Call created by a Capital Plan creates a payment obligation for all Member Agencies to be paid according to the terms of the Capital Plan.

Section 4. Return of Capital. Upon admission of each new Member Agency, the Board may, to the extent funds are available for such purpose, provide for a pro-rata return of the capital contributed by each prior Member Agency, plus a deemed rate of return based on any capital premium charged to the New Member Agency. For so long as CIWW shall remain in existence, no Member Agency or former Member Agency shall otherwise be entitled to any return of capital at any time except in accordance with the provisions of the CIWW Capital Plan.

Section 5. Emergency Member Agency Assessments. In the event that unforeseen or exigent circumstances arise such that CIWW's revenues and capital resources are insufficient to allow CIWW to meet its financial obligations as they become due, the Board shall issue one or more "Emergency Member Agency Assessments" to the Member Agencies. Each Member Agency's portion of the Emergency Member Agency Assessment will be based on the Member Agency's pro rata share of the total Allocated Capacity as defined in Schedule V-3, as amended. Each Emergency Member Agency Assessment shall be due and payable within thirty (30) days of adoption of the assessment by the Board. Emergency Member Agency Assessments shall be repaid, without interest, to the Member Agencies when and as the financial condition of CIWW permits. To the extent a shortfall necessitating an Emergency Member Agency Assessment under this section is due to one or more Member Agency's failure to timely pay any of its financial obligations to CIWW, CIWW may reallocate the shortfall to all other Member Agencies on an adjusted pro-rata basis (excluding the non-paying Member Agency's allocation in the calculation). Repayment to Member Agencies who funded the Emergency Member Agency Assessment shall be made from funds received by CIWW upon cure of the delayed payment by, or collection from, the non-paying Member Agency.

Section 6. Annual Budget Certification by Member Agencies. An authorized financial officer of each Member Agency shall annually certify to CIWW, before the beginning of each Member Agency's fiscal year, that the Member Agency has reviewed the CIWW Annual Budget and imposed sufficient rates and charges, or appropriated other funds, in its own budget sufficient in amount to timely pay its payment obligations to CIWW during the next fiscal year as they become due.

## **ARTICLE XVI. FUNDS AND ACCOUNTS**

Section 1. Funds and Investments. The Board shall establish and maintain appropriate funds and accounts for the purposes set forth in this Agreement. All funds held by the Board shall be accounted for, managed and invested in compliance with Iowa law, including but not limited to, Chapters 12B and 12C, Iowa Code.

Section 2. Annual Audit. An independent auditor selected by the Board will annually audit the financial statements of CIWW. Following the receipt of the audit report, the Board shall deliver a copy of the annual audit to the Member Agencies and shall schedule a meeting of the Board for the purpose of having representatives of the independent auditing firm submit an oral presentation of the audit, and answer questions as may be posed to them by the Board.

## **ARTICLE XVII. CIWW PROJECT FINANCING; ISSUANCE OF BONDS AND REFUNDING BONDS**

Section 1. Project Funding. To the extent the CIWW Annual Budget, as may be amended from time to time, contemplates financing a capital project, each Member Agency shall make specific provision for payment of its allocated share of the financed project, and if sufficient funds are not available to said Member Agency, each shall issue bonds, notes or other obligations as it deems appropriate to fund its allocated share. Financing allocated costs of a capital project, including the issuance of bonds, notes, or other obligations, shall be undertaken by Member Agencies individually, to the extent necessary to capitalize their respective cost allocation, unless the parties have agreed otherwise for CIWW to issue Bonds for said capital project. To the extent such capital project is a Capacity Expansion Project, if CIWW issues Bonds, Debt Service on said Bonds shall be allocated to Member Agencies in accordance with Section 7 of Article V hereof, and collected by CIWW from the affected Member Agencies, along with rates imposed in accordance with Schedule VI-2 hereof. If the capital project is not a Capacity Expansion Project, but rather a Joint Capital Project as defined in Section 9 of Article V for which CIWW issues Bonds, Debt Service on said Bonds will be administered by CIWW within the rates imposed therein for Base Costs and Extra-Capacity Costs.

Section 2. Obligations Authorized. The Board is authorized to issue its Bonds and Refunding Bonds under the authority of Chapter 28F of the Code, as amended, or as otherwise may be authorized by law from time to time for the purposes set forth in this Agreement. The Board also is authorized, in its discretion, to utilize existing reserves or other available funds to pay all or any portion of the costs associated with the financing or refinancing of the acquisition, construction or expansion of any such water facilities deemed necessary or appropriate, in lieu of issuing Bonds or Refunding Bonds for the same under this Agreement.

Section 3. Member Agency Consent to Issuance.

(a) By their approval and execution of this Agreement, the Founding Agencies hereby consent to and authorize the Board, pursuant to Section 28F.3, Iowa Code, to issue Bonds in one or more series the aggregate principal amount not to exceed Nine Hundred Million Dollars (\$900,000,000.00) for projects necessary to carry out the purposes of this Agreement, including but not limited to construction of CIWW Water Supply Facilities to effectuate the CIWW Long Range Plan, or the CIWW Capital Plan, each of which may be modified from time to time by the Board. Without limitation, the initial scope of anticipated projects necessary to carry out the purposes of this Agreement is included as Schedule XVII. Such Bonds may be issued and sold by the actions of the Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers and for such purposes, by either public or private sale, at fixed or variable rates of interest as shall be prevailing at the time of issuance of the Bonds, but which shall not exceed fifteen percent (15%) per annum in any event, with such covenants and terms and in such form and manner as the Board shall determine to be appropriate, in its sole discretion. Each new Member Agency shall provide the same consent and authorization upon joinder in this Agreement.

(b) Included within the Bonds authorized in subsection (a) hereof, the Founding



Agencies hereby consent to and authorize the Board, pursuant to Section 28F.10, Iowa Code, which is incorporated herein by this reference, to issue Refunding Bonds for the purpose of refunding or refinancing any of the Bonds during the term of this Agreement. Such Refunding Bonds may be issued and sold by actions of the Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers by either public or private sale, at such rates of interest as shall be prevailing at the time of issuance of the Refunding Bonds, but which shall not exceed fifteen percent (15%) per annum in any event, with such covenants and terms and for the purpose of refunding or refinancing such series of Bonds as the Board shall determine to be appropriate. Each new Member Agency shall provide the same consent and authorization upon joinder in this Agreement.

(c) To the extent permitted by law, the Board is authorized to and may enter into, amend or terminate, as it determines to be necessary or appropriate, Interest Rate Agreements or other contracts entered into for the benefit of CIWW or for the benefit of any of the holders of the Bonds or Refunding Bonds to facilitate the issuance, sale, resale, purchase, repurchase or payment of any of the Bonds or Refunding Bonds, including bond insurance, letters of credit and liquidity facilities.

Section 4. Not General Obligations. The principal of and interest on all Bonds and Refunding Bonds issued under this Agreement shall be payable solely from and secured by the net revenues of CIWW and from other funds of CIWW lawfully available therefore as provided in Section 28F.5, Iowa Code, or other applicable provisions of law, and the Bonds and Refunding Bonds shall not in any respect be general obligations of the Member Agencies, nor shall the Member Agencies be in any manner liable by reason of such net revenues or other funds being insufficient to pay the Bonds and Refunding Bonds.

Section 5. Allocations of Debt Service. Following the issuance of the Bonds and Refunding Bonds and for so long as any of the Bonds and Refunding Bonds remain outstanding, the Debt Service thereon shall be allocated to the Member Agencies in accordance with this Agreement, and each Member Agency agrees to pay its share of such Debt Service allocated pursuant to Article V, Sections 6 and 7 hereof to CIWW at the times set forth in this Agreement. In the event of a failure by a Member Agency to make any payment due to CIWW as required under this section of the Agreement, which failure continues for a period of ten (10) days, the unpaid amount shall bear interest from the date due until paid at a rate equal to twelve percent (12%) per annum (or the maximum rate allowable by Iowa law, whichever is less). Failure to make a required payment which continues for a period of thirty (30) days shall constitute an Event of Default hereunder without further demand by CIWW, and be subject to Article XXIII hereof.

Prior to any Bond or Refunding Bond sale, any Member Agency may make a cash payment for its estimated share, allocated in accordance with Article V, Section 7(b) or (c), of one or more of the Capacity Expansion Project improvements to be financed or refinanced from the specific Bond or Refunding Bond issue. Upon Board acceptance of such Capacity Expansion Project, the Board shall reconcile the Member Agency's cash contribution to its actual share of the project costs as determined under this Agreement. The difference between the Member Agency's actual cost and its cash contribution shall be paid by or to the Member Agency within twelve (12) months.

Section 6. Restriction on Withdrawal. No Member Agency may withdraw or in any way terminate, amend or modify its obligations under this Agreement to the detriment of the holders of CIWW Bonds and CIWW Refunding Bonds while any CIWW Bonds and CIWW Refunding Bonds are outstanding and unpaid, and the provisions of Section 28F.3, Iowa Code, with respect thereto are hereby approved and accepted. Article XXII herein governs the limitations and processes for Member Agency withdrawal.

Section 7. Future Interpretation. The provisions of this Article are intended and shall be construed as to fully invoke the provisions of Chapter 28F, Iowa Code, with respect to the issuance of the Bonds and Refunding Bonds by the Board as described herein, and to reflect the full authorization, consent and agreement of the Member Agencies with respect thereto.

## **ARTICLE XVIII. ACQUISITION AND DISPOSITION OF PROPERTY**

Section 1. Acquisition. In addition to asset transfers under Article XIII, CIWW may acquire such property as it needs to accomplish its purposes by purchase, gift, exchange, transfer, conveyance or otherwise, and shall hold all real, personal and intangible property which it acquires in its own name. To the full extent authorized by law and this Agreement, by authority of chapter 28E's joint exercise of Member Agencies' powers, privileges and authorities, Member Agencies hereby expressly delegate and empower, CIWW to acquire real property or an interest therein for a public use or purpose related to CIWW's function by use of the power of eminent domain in accordance with Chapters 6A and 6B, Iowa Code. CIWW is authorized to bring an eminent domain action in its own name, or CIWW may request a Member Agency to bring such action in its name on behalf of CIWW, provided CIWW shall fully reimburse the Member Agency for all costs of the proceeding, including reasonable attorneys' fees and damages to be paid to the owner of the property being so acquired, and all related administrative and legal expenses. In the event the Board determines not to pay the award made by the compensation commissioners and take possession of the property at the conclusion of the eminent domain proceedings or any appeal thereof, CIWW shall nevertheless reimburse the Member Agency for the costs and expenses, including any attorney fees or damages awarded to the property owner.

Section 2. Disposition. CIWW may dispose of any of its property and shall do so in the same manner as a city under Section 364.7, Iowa Code, provided, however, that any such transfer shall be subject to any rights of reversion provided by this Agreement, unless released or waived by the holder of the right of reversion. CIWW shall provide notice to any purchaser or recipient of CIWW property of any reversionary interests held by a Member Agency. All proceeds from the sale or disposition of property, no matter the origin of such property shall be the property of CIWW, except for any payment made to any holder of a reversionary interest that is made in exchange for release of such reversionary interest.

## **ARTICLE XIX. WATER SHORTAGE PLAN**

Section 1. Water Shortage Plan. The Water Shortage Plan attached as Schedule XIX-

1 is hereby adopted by CIWW effective as of the Operational Commencement Date. Such Water Shortage Plan may be amended by the Board at any time.

Section 2. Adoption of Rules and Ordinances. Member Agencies shall enact water shortage provisions in their respective rules and ordinances to the extent necessary to comply with their obligations under the Water Shortage Plan.

## **ARTICLE XX. AMENDMENTS TO THIS AGREEMENT**

Section 1. Amendments. This Agreement, including its Schedules, may be amended by action of the Board that is confirmed by Member Agency vote under Article XI, except that any amendment that effectively terminates this Agreement shall require the affirmative vote of two-thirds (2/3) of all Member Agencies.

Section 2. Board Modifiable Schedules. Notwithstanding Section 1 of this Article, the following Schedules may be updated or amended by vote of the Board and without a Member Agency vote: Schedule I-2, Schedule I-9, Schedule I-9B, Schedule IV-1, Schedule IV-8B, Schedule IV-8C, Schedule IV-14, Schedule V-3, Schedule XIV-2, Schedule XIV-3, Schedule XV-2, and Schedule XIX-1 (the “Board Modifiable Schedules”)

Section 3. Limits on Amendments to Terms and Schedules.

- (a) Notwithstanding Section 1 of this Article, for a period of seven (7) years from the Effective Date, no amendment shall be made without the unanimous consent of the Member Agencies to the following Articles, Sections and Schedules of this Agreement:
  - (i) The following section of Article I Purposes and Establishment of Legal Entity:
    - a. Section 13 Term and Period of Existence
  - (ii) The following section of Article III Limitations of Scope and CIWW Powers and Operations:
    - a. Section 1 Prohibited Activities
  - (iii) The following sections of Article IV CIWW Exclusive Supply Rights and Service Obligations and Dedication of Existing Facilities:
    - a. Section 1 Exclusive Supply Rights
    - b. Section 4 Limitations on Founding Agency Water Supply Activities
    - c. Section 6 Transfer and Operation of Existing Water Supply Facilities
    - d. Section 8 Repair, Replacement, Updating, Improvement and Expansion
    - e. Section 8A Saylorville Water Treatment Plant Expansion
    - f. Section 9 Total Service Agreements
    - g. Section 10 Wholesale Water Service Master Agreement
    - h. Section 11 Other Preexisting Wholesale Relationships
    - i. Section 13 Member Agency Obligations

- (iv) The following sections of Article V Water Supply Facility Operating Contracts, and Capacity Expansion:
    - a. Section 1 Operating Contracts
    - b. Section 2 Actual Cost Recovery
    - c. Section 3 Initial Capacity Allocations
    - d. Section 4 Saylorville Expansion Capacity Allocations
    - e. Section 5 New Member Agency Allocations
    - f. Section 6 Capacity Expansions
    - g. Section 7 Costs of Member Agency Funded Capacity Expansions
  - (v) The following sections of Article VI Wholesale Rates to Member Agencies:
    - a. Section 1 Rates to Recover Costs
    - b. Section 2 Annual Determination of Revenue Requirement
    - c. Section 3 Volume and Max Day Demand of Member Agencies
    - d. Section 4 Individual Rates
    - e. Section 5 Charges for Excess Consumption
  - (vi) The following sections of Article VIII Governing Board:
    - a. Section 1 Governing Body
    - b. Section 2 Initial Composition of Board
    - c. Section 3 Size of Board
    - d. Section 4 Additional Trustees
    - e. Section 10 Weighted Voting by Board
  - (vii) The entirety of Article XIII Transfer of Assets
  - (viii) The following section of Article XX Amendments to this Agreement:
    - a. Section 1 Amendments
    - b. Section 3 Limits on Amendment to Terms and Schedules
  - (ix) The following section of Article XXII Withdrawal of Member Agencies:
    - a. Section 3 Restrictions and Limitations on Voluntary Withdrawal of Member Agencies
  - (x) The entirety of Article XXIV Extension and Termination of Agreement
  - (xi) The following schedules:
    - a. IV-6 Designated Water Supply Facilities
    - b. V-2 Costs Payable to Water Producing Member Agencies
    - c. V-5 Charges for Future Capacity Allocations
    - d. VI-2 Mandatory Rate Principles
    - e. VI-3 Assumptions Used to Estimate Volume of Water Used by Unmetered Member Agencies
    - f. VI-5 Charges for Excess Consumption
    - g. XIII-1 Asset Transfer Terms
    - h. XXII-3 Mandatory Exit Payments for Voluntary Termination of Agreement
- (b) Notwithstanding Section 1 of this Article, the Board and Member Agencies may not adopt, nor purport to adopt, any amendment to the Agreement that adversely affects any operating contract rights, asset transfer provisions, or rights of reversion of any Water Producing Member as provided in this Agreement without

the affirmative consent of the governing body of the affected Water Producing Member. Affirmative consent for purposes of this section requires a resolution adopted by the governing body of the affected Water Producing Member.

Section 4. Explanation of Amendment. An explanation of the reasons for any proposed amendment requiring a vote of the Member Agencies shall be adopted by the Board and shall be included in the transmission of the proposed amendment to the Member Agencies prior to their vote.

Section 5. Filing and Effectiveness. If any proposed amendment is approved as provided herein, the amendments shall be filed with the Iowa Secretary of State as required by Section 28E.8, Iowa Code, and shall be effective, unless the amendment otherwise provides, upon such filing. Any such amendment shall be binding upon all Member Agencies without further agreement or joinder by any Member Agency.

## **ARTICLE XXI. BEST EFFORTS/LIMITATION OF LIABILITY/INDEMNITY**

Section 1. Disclaimers. The Founding Agencies agree that the Designated Water Supply Facilities and any CIWW facilities designed and constructed for or by CIWW are special purpose facilities. Neither CIWW, the Board, nor any of the Water Producing Member Agencies warrants or guarantees that the facilities existing as of the date of this Agreement or created under this Agreement have been, or will be designed or constructed to function efficiently or accomplish the purpose for which they are used or were designed. CIWW accepts, and shall at the time of asset transfer accept, all of the Designated Water Supply Facilities “as-is” and with all faults. CIWW acknowledges that no representations or warranties have been provided to CIWW regarding the Designated Water Supply Facilities, and CIWW takes such facilities at its own risk.

Section 2. Best Efforts. Each Member Agency agrees to cooperate in good faith with CIWW, the Board, and the other Member Agencies to exercise diligence in performing its obligations hereunder, and to use its best efforts to carry out the provisions of this Agreement. The Board will exercise the judgment that a public body generally exercises in the selection of the design engineer or engineers, letting the construction contracts, and in monitoring the actual construction of any new facilities.

Section 3. No Liability. Neither CIWW nor any Water Producing Member Agency shall be liable to any Member Agency by reason of any failure to provide any water services contemplated by this Agreement, or for any error of judgment on the part of the Board or any Water Producing Member Agency, except for any bad faith or willful disregard for the terms of this Agreement. CIWW agrees to defend and indemnify any Water Producing Member from any claims brought by any Member Agency or any third party related to any failure to provide any water services contemplated by this Agreement, or for any error of judgment on the part of the Board or any Water Producing Member Agency, except for bad faith or willful disregard for the terms of this Agreement. The indemnity provided by this section includes CIWW’s payment of Water Producing Member Agency’s reasonable attorneys’ fees incurred in defending any action or claim.

Section 4. Limitations of Liability. NO PARTY (INCLUDING CIWW) SHALL BE LIABLE TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR COSTS OF REPLACEMENT CAPITAL, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS SECTION DOES NOT LIMIT THE POWERS OF CIWW WITH RESPECT TO MEMBERS UNDER ARTICLE XV, NOR PRECLUDE ANY AVAILABLE REMEDIES OF CIWW AS TO MEMBERS SET FORTH IN ARTICLE XXIII.

Section 5. Indemnification. Each of the Member Agencies and CIWW (“Indemnifying Party”), to the fullest extent permitted by law, hereby agree to indemnify, defend, pay on behalf of, and hold harmless any other Member Agency and CIWW and their respective elected officials, as appointed officials, agents, employees and volunteers, and others working on behalf of such party (“Indemnities”), against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys’ fees and court costs, that may be asserted or claimed against, recovered from or suffered by the Indemnities by reason of any injury or loss arising out of any wrongful act or omission of the Indemnifying Party, including, but not limited to, bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected to this Agreement. No party shall have any right of indemnity for damages or claims proximately caused by its own negligent or intentionally wrongful acts. Each party’s agreements and obligations as set forth in this Section are applicable for the duration of and following expiration or termination of this Agreement, regardless of the manner of termination, and notwithstanding other provisions of this Agreement.

## **ARTICLE XXII. WITHDRAWAL OF MEMBER AGENCIES**

Section 1. Duration of Membership. Each Founding Agency and each New Member Agency shall continue its membership until the Member Agency voluntarily terminates its membership herein, as hereafter provided. Any withdrawal by a Member Agency shall not constitute or cause termination of this Agreement.

Section 2. Voluntary Termination of Membership. Subject to the restrictions and limitations of Section 3 of this Article, a Member Agency may voluntarily withdraw from membership in CIWW on not less than five (5) years’ written notice to the Board to be effective on the last day of the calendar year after the requisite period of notice has elapsed. In order to withdraw from membership, the governing authority of the Member Agency must adopt a resolution to withdraw, and a certified copy of the resolution to withdraw must be sent to the Board Chair, unless the Chair is a representative from the withdrawing Member Agency, in which case notice must be sent to the Vice-Chair.

Section 3. Restrictions and Limitations on Voluntary Withdrawal of Member Agencies.

(a) The Member Agencies acknowledge that under current law no Member Agency



may withdraw or in any other way terminate, amend or modify its obligations under this Agreement to the detriment of the holders of CIWW's issued Bonds while any of the Bonds are outstanding and unpaid. Accordingly, no withdrawal, termination, amendment, or modification of the obligations of a Member Agency under this Agreement shall be effective unless adequate provision is made in accordance with section 28F.3 for defeasance and/or payment of Member Agency's allocation of issued and outstanding Bonds, including without limitation payment in full of any unpaid Capital Call.

- (b) The Board, in its sole discretion, may require the Member Agency seeking withdrawal from this Agreement to pay to CIWW an amount determined by the Board to be necessary to fully fund the future payment obligations of the Member Agency with respect to Debt Service on all Bonds as allocated to the Member Agency under the provisions of this Agreement or any other future agreement related thereto.
- (c) Any Member Agency that voluntarily withdraws shall pay within 30 days of the effective date of the termination of the Member Agency as a member of this Agreement: (i) a "Mandatory Exit Payment" calculated in the manner prescribed in in Schedule XXII-3; (ii) reasonable attorneys' fees incurred by CIWW related to the Member Agency's withdrawal; and (iii) any costs incurred by CIWW to disconnect the departing Member from CIWW Water Supply Facilities.
- (d) A Member Agency that voluntarily withdraws from membership and participation in this Agreement relinquishes its rights to previously contributed capital, and to any reversionary interests in any assets transferred to CIWW. Any Member Agency that voluntarily withdraws is not entitled to any interest in any CIWW assets if after the Member Agency voluntarily withdraws, CIWW's existence terminates as provided in this Agreement. The Member Agency voluntarily withdrawing is not entitled to compensation for the interests relinquished.

### **ARTICLE XXIII. DEFAULT & REMEDIES**

Section 1. Definition of Event of Default. "Event of Default" as to CIWW or any Member Agency means:

- (a) The failure to make payment as required under this Agreement or perform or observe any obligations or covenants under this Agreement, including without limitation any obligation of or relating to water service or under any Capital Call, except that an Event of Default under this subsection (a), other than a non-payment of debt service allocation as provided in Article XVII, Section 5, shall not include a delay or failure of payment that is cured within thirty (30) days of a demand for payment, or any other failure of performance that is cured within ninety (90) Days of a demand for cure or other corrective action;
- (b) The affirmative repudiation of any obligation of payment or of any covenant of

this Agreement, or under any related agreement except that an Event of Default under this subsection (b) shall not include any such action that is cured within thirty (30) days of a demand for cure;

- (c) A receiver is appointed in relation to a Member Agency or CIWW, or in relation to any of the assets of a Member Agency or CIWW;
- (d) A Member Agency or CIWW becomes insolvent, fails or admits in writing its inability generally to pay its debts as they become due;
- (e) A Member Agency or CIWW makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (f) A Member Agency or CIWW institutes a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights;
- (g) A Member Agency or CIWW has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within ninety (90) days of the institution or presentation thereof.

Section 2. Member Agency Default and CIWW Remedy. Upon the occurrence of an Event of Default as defined in Section 1 of this Article by or attributable to any Member Agency, CIWW may, at the direction of the Board, give the Member Agency notice of default, and after any applicable period of cure has expired:

- (a) Suspend provision of water service to the defaulting Member Agency until such time as Member Agency shall cure the default;
- (b) Bring a claim in arbitration for damages under Section 4 of Article XXV, or if CIWW so elects, in one or more actions at law or in equity in the Iowa District Court for Polk County to the extent allowed by Section 5 and 6 of Article XXV; or
- (c) Exercise any other rights and remedies individually or collectively available to it by law or agreement.

Section 3. CIWW Default and Member Remedy. Upon the occurrence of an Event of Default, as defined in Section 1 of this Article by or attributable to CIWW that adversely affects any Member Agency, the Member Agency shall have the right, at the direction of its governing body, to give CIWW notice of default and after any applicable period of cure has expired:

- (a) Terminate its membership under Section 2 of Article XXII, without regard to the five-year notice provided therein, and cancel its contracts with CIWW;
- (b) Commence proceedings for an order of the Court for Termination of this Agreement under Section 2(b) of Article XXIV;
- (c) Bring a claim in Arbitration under Section 4 of Article XXV or if the Member Agency so elects, bring one or more actions at law or in equity in the Iowa District Court for Polk County to the extent allowed by Sections 5 and 6 of Article XXV;
- (d) Exercise any other rights and remedies individually or collectively available to it by law or agreement.

#### **ARTICLE XXIV. EXTENSION AND TERMINATION OF AGREEMENT**

Section 1. Extension of Term. This Agreement may be extended beyond the termination date specified in Section 13 of Article I for an additional specified term not to exceed forty (40) years by written consent of not less than two-thirds (2/3rds) of the Member Agencies. Any Member Agencies that do not consent to such extension within ninety (90) days after receiving notice that the requisite number of Member Agencies have consented to the extension shall be deemed to have voluntarily terminated their membership as provided in Section 2 of Article XXII without further notice by such Member Agency, with such termination to be effective as of the date the period of notice expires.

Section 2. Termination Provisions. This Agreement may terminate earlier than the Termination date only upon:

- (a) the requisite vote of the Board and the Member Agencies as provided by Article XI; or
- (b) A final order of a court having jurisdiction in an action by a Member Agency after a CIWW default where the Court finds that termination is warranted and in the best interests of the public.

Section 3. Disposal of Assets upon Termination. Upon termination of this Agreement after expiration of the Agreement's term, or for any other reason, the assets of CIWW that have not previously been disposed of by the Board, shall, after payment in full of, or making provision for payment in full of all CIWW liabilities, be distributed to the Member Agencies as follows:

- (a) Each Member Agency shall be deemed to acquire, and thereafter to possess ownership interests in the CIWW Water Supply Facilities and assets in which it has a reversionary interest on the date of CIWW's termination. Such ownership by reversion shall be documented and confirmed by deed, assignment, or other conveyance documents issued by CIWW to be effective as of the date of termination. In each case, the ownership interest of a Member Agency in a

particular CIWW Water Supply Facility or asset shall be equal to the reversionary interest retained by the Member Agency in the specific CIWW facility or asset, under the terms of this Agreement according to the record of reversionary interests maintained by the Board. Such interest shall be conveyed as a tenancy in common with the other Member Agencies to the extent any particular property or asset has any non-reversionary interests held by CIWW on the date of termination, including without limitation by reason of Capacity Expansions after the Asset Transfer Date.

- (b) Dual Use Assets shall revert to the Operating Contractor using them for Water Distribution purposes as of the date of Termination. Any Dual Use Asset used for Water Distribution Purposes by multiple Member Agencies shall revert to such Member Agencies as tenants in common.
- (c) Except to the extent provided in Subsection (a) and Subsection (b) of this Section, all of the other assets and properties of CIWW, including without limitation Capacity Expansions constructed by CIWW after the Asset Transfer Date, shall be distributed to the Member Agencies as tenants in common in proportion to their respective Allocated Capacities as of the date of termination, subject to any reversionary interest of any Member Agency under Subsection (a) of this Section. Such distribution shall be documented and confirmed by deed, assignment, or other conveyance documents issued by CIWW to be effective as of the date of termination.
- (d) The distribution of assets under this Section 3 shall be subject to an equitable interest in favor of each entity that is a Member Agency on the date of termination of this Agreement that entitles each such entity to continue to be served by the output of water produced by the assets on a proportionate basis to the extent of their respective Allocated Capacities. Dual Use Assets shall be subject to an equitable interest in favor of continued use for Water Supply Activity by Member Agencies. Such service entitlement and continued use shall be on reasonable terms and conditions established among the parties by good faith negotiation, or if they fail to so agree, may be enforced by equitable proceedings commenced in the Iowa District Court for Polk County.

## **ARTICLE XXV. GENERAL**

Section 1. Provisions to be Severable. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of any such provision shall not affect the other provisions of this Agreement that can be given effect without the provision determined to be invalid, and to that end, the provisions of this Agreement are severable.

Section 2. Insurance. CIWW shall procure and maintain its own insurance to cover applicable risk, including, but not limited to, cyber, property, casualty, and workers' compensation insurance. CIWW shall require all contractors and subcontractors to have and maintain bonds and insurance in applicable contract documents. Each Member Agency shall procure such insurance

covering the Member Agency's risks as the Member Agency may determine. CIWW and each Member Agency waive subrogation for all claims, suits, damages, and demands that are covered by their own insurance, including but not limited to cyber, property, casualty, and workers' compensation insurance.

Section 3.     Notices. Notices which CIWW or its Member Agencies are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered, may be or sent by ordinary mail or delivery service to the addresses for such party reflected in the records of CIWW, or may be sent by electronic means, including email. Notice by personal delivery, by delivery service, or by electronic means shall be effective upon actual receipt. Mailed notices shall be effective and deemed to be received by the party to whom directed when they are postmarked.

Section 4.     Arbitration.

- (a) CIWW and all Member Agencies agree that any challenge to rates or to any modification to the CIWW Capital Plan adopted by action of the Board and approved by the Member Agencies and any claims for money damages arising between or among them with regard to matters within the scope of this Agreement shall be submitted to mandatory, binding arbitration at the request of any party. A request for arbitration must be in the form of a written notice requesting arbitration. Such notice shall identify each disputed matter to be submitted to arbitration. In the absence of agreement by the parties to the contrary, the question or questions to be arbitrated shall be those specified in the notice requesting arbitration.
- (b) If the parties agree, there may be one arbitrator. If they fail to agree on a single arbitrator, there shall be three arbitrators, one named in writing by the party or parties requesting arbitration, one named in writing by the adverse party or parties, and the third chosen by the first two arbitrators so chosen.
- (c) The party or parties requesting arbitration shall choose an arbitrator within ten (10) days following the parties' decision that they will not agree to use one arbitrator. Failure to do so shall be deemed a waiver of its request for arbitration. If the adverse party or parties desire to appoint a different arbitrator, they shall name their arbitrator within ten (10) days following the receipt of notice of the naming of the first arbitrator. The two arbitrators first chosen shall name the third arbitrator within ten (10) days following the selection of the second arbitrator. Extensions of the time periods to select arbitrators shall not be unreasonably withheld if requested prior to the original deadlines above. Should any party refuse or neglect to supply the arbitrators with any papers or information requested in writing by the arbitrators, the arbitrators are empowered to proceed ex parte. The parties shall agree on the rules to govern the conduct of the arbitration, but in the absence of such an agreement, the most recently published commercial arbitration rules of the American Arbitration Association shall be deemed to apply. The arbitrator or arbitrators must provide a minimum of thirty (30) days' notice before the date set for any hearing on

the merits of the dispute.

- (d) No one shall be qualified to act as an arbitrator if service in such role would create a conflict of interest. Each arbitrator selected shall be qualified by experience and knowledge of the matter to be submitted to arbitration. Conflicts of interest include, but are not limited to: (i) current service on the board, commission, council, or other governing body of CIWW or any Member Agency that is a party to the dispute; (ii) current employment, either as an employee or independent contractor, by any CIWW or any Member Agency; (iii) employment, either as an employee or independent contractor, within the last five (5) years by CIWW or any Member Agency; (iv) any prior participation in negotiations related to the dispute; (v) any direct involvement in the dispute, including as a witness to relevant facts; and (vi) other circumstances that would materially impair the ability of the individual to serve as a neutral arbitrator.
- (e) If there is one arbitrator, the award of the sole arbitrator shall be binding; if three, the agreed upon award of any two shall be binding. The award may be set aside only for reasons permitted under Iowa law.
- (f) The award of the arbitrator or arbitrators shall be in writing and separately state the factual and legal analysis relied upon to reach the decision, and it shall not be open to objection on account of the form of the proceeding or the award.
- (g) The arbitrator or arbitrators may retain special counsel for the purpose of conducting the arbitration proceedings and preparing the arbitration award. In selecting special counsel, the arbitrator or arbitrators may not retain any attorney who has represented CIWW or a Member Agency within the last five (5) years.
- (h) The costs of arbitration and reasonable attorneys' fees for both parties shall be paid by the party requesting arbitration if it does not prevail in said arbitration proceedings. If the party requesting arbitration prevails in the arbitration proceedings, the cost of arbitration shall be shared equally by the parties. Costs of the arbitration, include, but are not limited to, fees to the arbitrator or arbitrators, special counsel fees, and any other costs of the proceeding, but excluding reasonable attorneys' fees. If the party requesting arbitration prevails, each party shall be responsible for its own attorneys' fees. Unless CIWW is a party to the arbitration, CIWW will not be liable for any costs or fees related to the arbitration, except CIWW's own reasonable attorneys' fees if such fees are necessary.
- (i) All Member Agencies consent that any award granted through arbitration will be confirmed in the Iowa District Court for Polk County.

Section 5. Specific Performance. In addition to any other remedies available under applicable law, CIWW, the Board, and each Member Agency shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Agreement.

Section 6. Actions in Court. Except for disputes covered by Section 4 of this Article



XXV requiring arbitration, any Party may bring an action in Court for declaratory relief, for specific performance, or for any equitable remedy. Any such action shall be brought in the Iowa District Court in Polk County. EACH PARTY WAIVES TRIAL BY JURY IN ANY SUCH ACTION.

Section 7. Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages under this Agreement and covenants that it will use reasonable efforts to minimize any damages it may incur as a result of an Event of Default involving any other Party.

Section 8. No Third Party Benefit and Limitation. Neither the provisions of this Agreement nor the provisions of any agreement that CIWW may have with any Member Agency or any other public or private agency shall inure to the benefit of any other entity, or any individual resident, taxpayer, or ratepayer of any Member Agencies. Except as expressly provided in this Agreement, neither this Agreement nor any agreement that CIWW may have with any Member Agency or any other public or private agency may be the basis of a claim or cause of action on behalf of any other person or entity against any Member Agency or any of their respective residents, taxpayers, or ratepayers.

Section 9. Entire Agreement. This Agreement, including the Schedules attached hereto, is the entire agreement between the parties respecting the formation and operation of CIWW. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly approved and executed amendment to this Agreement.

Section 10. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

Section 11. Partnership Disclaimer. Nothing in this Agreement is intended or shall be construed as in any way creating or establishing a partnership between the parties hereto, or as constituting any party as an agent or representative of the other for any purpose or in any manner, other than as specified herein.

Section 12. Counterparts. This Agreement may be executed in multiple counterparts, each of which so executed shall be deemed to be an original.

Section 13. Force Majeure. No party shall be liable for any failure to perform any or all of the provisions of this Agreement if and to the extent performance has been delayed or prevented by reason of any cause beyond the reasonable control of such party. The expression “cause beyond the reasonable control” and the term “Force Majeure” as used in this Agreement shall mean and be deemed to include, but not be limited to acts, regulations, laws, or restraints imposed by any governmental official or body; wars, hostilities, sabotage, riots, or commotions; acts of God; pandemic; or fires, floods, storms, or lightning.

Section 14. Service Territories. The retail service territories of Member Agencies, and any transfers of retail customers or territories between Member Agencies shall be governed by applicable state and federal statutes, including but not limited to Sections 357A.2 and 357A.21, Iowa Code, and other applicable law, except as they may otherwise expressly agree. Provided, however, in the event of a written agreement between Member Agencies, as identified on Schedule XXV-14 or entered into after the date of this Agreement, the written agreement shall

control and nothing in this Agreement shall supersede the agreement between those Member Agencies.

Section 15. Disputes Among Members. Each Member Agency agrees that it will negotiate in good faith with respect to any claims or disputes with other Member Agencies concerning their respective retail service territories and any other water utility operations matters. No Member Agency shall commence any legal action against any other Member Agency to resolve any such claim or dispute unless it has first conducted mediation of such claim or dispute with a neutral mediator selected by the Executive Director for a period of not less than thirty (30) days. The parties to any such mediation shall be deemed to have agreed to the tolling of any applicable statute of limitations during the pendency of any mediation under this provision.

## **ARTICLE XXVI. DEFINITIONS**

Section 1. Definitions. For purposes of this Agreement, the following words and phrases shall have the following meanings:

- (a) “Additional Trustee” is defined in Section 4 of Article VIII.
- (b) “Agreement” shall mean this 28E/28F Agreement, as the same may be amended and supplemented from time to time.
- (c) “Allocated Capacity” is defined in Section 3 of Article V.
- (d) “Annual Budget” is defined in Article XV.
- (e) “ASR” shall mean aquifer storage and recovery.
- (f) “Board” shall mean the board of trustees CIWW created under this Agreement.
- (g) “Board Modifiable Schedules” is defined in Section 2 of Article XX.
- (h) “Bonds” shall mean any and all bonds, notes, loans or lease agreements, interim obligations, or other obligations issued by CIWW as authorized under Chapter 28F, Iowa Code, or any other applicable provision of law, for the purposes authorized under Chapter 28F, Iowa Code, to finance the costs of facilities and improvements to the CIWW Water Supply Facilities described in this Agreement.
- (i) “Capacity Expansion” and “Capacity Expansion Project” are defined in Section 5 of Article V.
- (j) “Capacity Leasing Charges” is defined in Schedule VI-5.
- (k) “Capital Contributions” shall mean funds provided to capitalize CIWW by Member Agencies either by Initial Capital Contribution, Capital Call or otherwise.

- (l) “Capital Call” is defined in Section 7 of Article XV.
- (m) “CIWW” means the Central Iowa Water Works entity established and operating as described in this Agreement.
- (n) “CIWW Capital Plan” means any modified capital plan adopted after the Initial CIWW Capital Plan under Section 2 of Article XV.
- (o) “CIWW Long Range Plan” is defined in Section 1 of Article VII.
- (p) “CIWW Water Supply Facilities” means all facilities used by CIWW to produce, store, or transport water.
- (q) “Core Network” means the system of Water Supply Facilities created and owned by DMWW as defined in the Purchased Capacity Master Agreement that is included in the assets to be transferred under this Agreement, and any additions made thereto and expansions constructed after the Operational Commencement Date.
- (r) “Debt Service” means the aggregate annual principal (whether at maturity or pursuant to sinking fund redemption requirements), interest and other payments (including insurance costs, liquidity charges, letter of credit fees, auction agent and remarketing fees and broker-dealer fees) allocated to Member Agencies in connection with outstanding Bonds or Refunding Bonds of CIWW, or other debt obligations of CIWW for the period or periods in question; provided however, that payments on Bonds which have been advance refunded and defeased shall be excluded, as shall payments on Bonds which are to be made from capitalized interest or from other funds escrowed or deposited with a third party and pledged exclusively to the repayment of said Bonds.
- (s) “Designated Water Supply Facilities” is defined in Section 6 of Article IV.
- (t) “Dual Use Assets” is defined in Section 3 of Article XIII.
- (u) “Effective Date” is defined in Section 11 of Article I.
- (v) “Emergency Member Agency Assessments” is defined in Section 9 of Article XV.
- (w) “Event of Default” is defined in Section 1 of Article XXIII.
- (x) “Excess Consumption” is defined in Section 5 of Article I.
- (y) “Force Majeure” is defined in Section 13 of Article XXV.

- (z) “Founding Agencies” is defined in the Preamble to the Agreement.
- (aa) “Indemnifying Party” is defined in Section 5 of Article XXI.
- (bb) “Indemnities” is defined in Section 5 of Article XXI.
- (cc) “Initial Budget” is defined in Section 2 of Article XV.
- (dd) “Initial Capital Contribution” is defined in Section 9 of Article I.
- (ee) “Initial Capital Plan is defined in Section 2 of Article XV.
- (ff) “Interest Rate Agreement” means, to the extent permitted by applicable law, an interest rate swap or exchange agreement, an agreement establishing an interest rate floor or ceiling or both (including options to enter into or cancel the agreement or to reverse or extend the agreement), currency exchange, cap, collar, forward, hedge or similar agreement entered into by the Board to moderate or manage the interest rate or exchange rate risk respecting any of the Bonds or Refunding Bonds.
- (gg) “Iowa Code” shall mean the Code of Iowa (2022), as the same may be amended and supplemented from time to time.
- (hh) “Joint Capital Projects” is defined in Section 9 of Article V.
- (ii) “Legal Counsel” is defined in Section 5 of Article XIV.
- (jj) “Mandatory Exit Payment” is defined in Section 3 of Article XXII.
- (kk) “Member Agency / Member Agencies” is defined in Section 4 of Article I.
- (ll) “New Member Agency” is defined in Section 4 of Article I.
- (mm) “Operational Commencement Date” is defined in Section 12 of Article I.
- (nn) “Prospective Member Agency” is defined in Section 1 of Article XII.
- (oo) “Purchased Capacity Master Agreement” is defined in Section 10 of Article IV.
- (pp) “Refunding Bonds” means any bonds, notes, loan agreements or other obligations issued by CIWW for the purposes of refunding any of the Bonds under the provisions of Article XVII, Section 3(b) hereof.
- (qq) “Revenue Requirements” is defined in Section 1 of Article VI.
- (rr) “Total Service Agreement” is defined in Section 9 of Article IV.

- (ss) “Water Distribution Activity” is defined in Section 2 of Article IV.
- (tt) “Water Distribution Facilities” is defined in Section 3 of Article IV.
- (uu) “Water Producing Member Agency” and “Water Producing Member Agencies” are defined in Section 6 of Article IV.
- (vv) “Water Supply Activity” is defined in Section 2 of Article IV.
- (ww) “Water Supply Facilities” is defined in Section 3 of Article IV.

Additional terms defined in the Schedules have the meaning assigned in the Schedules.

## **ARTICLE XXVII. EXECUTION OF AGREEMENT**

Section 1. Passage of Resolution. A Founding Agency or other Member Agency shall become a party hereto by the passage of a resolution by its governing body approving this Agreement and authorizing execution of the same by its officers. This Agreement shall become effective upon such approval, and execution of a counterpart by all of the Founding Agencies and filing of the executed Agreement as required by law.

Section 2. Signature Pages. Each Founding Agency approving this Agreement shall execute the separate signature page provided for it. The parties authorize counsel to any Founding Agency to assemble the signature pages of all signatory parties and to append them to copies of this Agreement for filing with the Iowa Secretary of State.

**[Signature Pages Follow]**

BOARD OF WATER WORKS TRUSTEES OF  
THE CITY OF DES MOINES, IOWA

By: \_\_\_\_\_,  
Board Chairperson

ATTEST:

\_\_\_\_\_  
Ted Corrigan, CEO and General Manager

STATE OF IOWA     )  
                              )     SS:  
COUNTY OF POLK   )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and Ted Corrigan to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and the CEO and General Manager of the BOARD OF DMWW TRUSTEES OF THE CITY OF DES MOINES, IOWA, that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2022, and that \_\_\_\_\_ and Ted Corrigan acknowledged the execution of the instrument to be the voluntary act and deed of the BOARD OF DMWW TRUSTEES OF THE CITY OF DES MOINES, IOWA, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

CITY OF \_\_\_\_\_, IOWA

(SEAL)

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Mayor

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: City Clerk

STATE OF IOWA            )  
                                      ) SS  
COUNTY OF POLK        )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before a Notary Public in and for the City, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of \_\_\_\_\_, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



## **NOTE TO DRAFT 3 SCHEDULES**

**SOME SCHEDULES THAT FOLLOW ARE INCOMPLETE, HAVE NOT YET BEEN UPDATED WITH CURRENT DATA, OR INCLUDE DATA FOR ENTITIES THAT MAY NOT BE FOUNDING AGENCIES, AND CONTINUE TO BE UNDER REVIEW**

## SCHEDULE I-2 FOUNDING DATA

### A. HISTORIC ANNUAL FINISHED WATER REQUIREMENTS

Notes	Member	Annual Demand in Millions of Gallons					Five-Year Average
		2018	2019	2020	2021	2022	
1	Ankeny	2,053.270	1,980.672	2,446.297	2,253.334	2,497.238	2,246.162
1	Bondurant	184.798	200.021	200.796	214.201	228.530	205.669
1	Clive	669.093	630.973	698.917	733.048	708.084	688.023
3	DMWW	8,607.866	8,439.077	8,558.459	8,911.301	8,986.093	8,700.559
1	Johnston	748.274	762.712	820.081	869.177	822.323	804.513
1	Grimes	648.114	536.634	542.878	652.932	654.552	607.022
1	Norwalk	299.976	320.817	418.642	423.545	419.307	376.457
2	Polk City	176.252	192.558	230.128	198.496	200.616	199.610
1	UWU	1,536.328	1,541.656	1,691.490	1,773.936	1,821.323	1,672.947
1	Warren Water District	602.704	643.547	628.457	625.806	642.937	628.690
1	Waukee	596.345	614.201	728.623	799.649	840.129	715.789
2	WDMWW	2,775.840	2,557.970	2,810.655	2,895.342	2,825.989	2,773.159
2	Xenia	727.232	667.829	705.625	747.278	741.075	717.808
	<b>Total</b>	<b>19,626.092</b>	<b>19,088.667</b>	<b>20,481.048</b>	<b>21,098.045</b>	<b>21,388.196</b>	<b>20,336.408</b>

**Notes:**

All figures are calendar year totals expressed in million gallon units.

1. Metered consumption at entity's master meter connecting to DMWW
2. Entity pumpage plus entity's master meter connecting to DMWW
3. All DMWW Consumption from actual billed consumption data plus provision for DMWW distribution lost water component as computed on the basis of Schedule VI-3

**SCHEDULE I-2  
FOUNDING DATA**

**B. HISTORIC MAXIMUM DAY UTILIZATION OF CAPACITY**

Member	Historic Maximum Day Utilization					Five-Year Average
	2018	2019	2020	2021	2022	
Ankeny	8.736	8.034	9.141	8.508	8.528	8.589
Bondurant	0.782	0.882	0.923	0.933	1.013	0.907
Clive	4.098	3.563	3.877	4.158	4.008	3.941
DMWW	44.363	39.953	41.840	44.630	46.120	43.381
Johnston	5.374	4.975	4.877	5.027	4.793	5.009
Grimes	3.887	3.665	3.386	2.808	3.080	3.365
Norwalk	1.831	1.779	2.216	2.722	2.865	2.283
Polk City	1.409	1.307	1.170	1.047	1.147	1.216
UWU	10.038	8.967	10.269	10.122	11.156	10.110
Warren Water District	2.674	2.656	2.467	2.824	3.290	2.782
Waukee	3.632	3.594	3.770	4.281	4.274	3.910
WDMWW	15.513	13.243	13.478	13.773	13.925	13.986
Xenia	2.881	2.667	2.803	3.065	2.893	2.862
<b>Total</b>	105.218	95.285	100.217	103.898	107.092	102.341

**Notes:**

All figures are calendar year maximums expressed in million gallon per day units.

**SCHEDULE I-9  
INITIAL CAPITAL CONTRIBUTIONS**

Initial Capital Contributions are start-up funds that are contributed by the Founding Agencies to provide the initial capitalization of CIWW that has been deemed required for commencement of CIWW operations.

<b>Member</b>	<b>Five-Year Average of Annual Demand (MG)</b>	<b>% of Total</b>	<b>Initial Capital</b>
<b>Ankeny</b>	2,246.162	11.045%	\$ 220,900
<b>Bondurant</b>	205.669	1.011%	\$ 20,220
<b>Clive</b>	688.023	3.383%	\$ 67,660
<b>DMWW</b>	8,700.559	42.784%	\$ 855,680
<b>Johnston</b>	804.513	3.956%	\$ 79,120
<b>Grimes</b>	607.022	2.985%	\$ 59,700
<b>Norwalk</b>	376.457	1.851%	\$ 37,020
<b>Polk City</b>	199.610	0.982%	\$ 19,640
<b>UWU</b>	1,672.947	8.226%	\$ 164,520
<b>Warren Water District</b>	628.690	3.091%	\$ 61,820
<b>Waukee</b>	715.789	3.520%	\$ 70,400
<b>WDMWW</b>	2,773.159	13.636%	\$ 272,720
<b>Xenia</b>	717.808	3.530%	\$ 70,600
<b>Total</b>	<b>20,336.408</b>	<b>100.000%</b>	<b>\$ 2,000,000</b>

**SCHEDULE I-9B**  
**REIMBURSABLE START-UP EXPENSES**

The expenses below were incurred by Member Agencies on behalf of CIWW prior to the Effective Date of this Agreement. Such expenses shall be reimbursed to the Member Agency that paid the expenses. Such payment shall be made within twelve (12) months after the Operational Commencement Date.

1. Agreement with DMWW, WDMWW, and Urbandale Water with FCS for the initial regionalization modeling \$461,000.
2. Agreement with DMWW and Dickinson Law Firm in the amount not to exceed \$XXXX for development and review of 28E/F.
3. To the extent any planning and design of the Saylorville 10 MGD plant is not included in the proposed State Revolving Fund Loans or otherwise reimbursed to DMWW, DMWW shall be reimbursed for these costs.
4. Agreement with WDMWW with PFM estimated to be \$100,000 for setup of the model and costs estimates for interested entities.
5. Agreement with WDMWW and Urbandale Water with HDR in an amount (not yet determined) for a future plant site evaluation.
6. Agreement with DMWW and Ahlers and Cooney estimated to be \$XXXX for review and edits of the 28E/F.
7. Agreement with WDMWW and Urbandale Water with Dorsey and Whitney estimated to be \$30,000.

## **SCHEDULE IV-1 EXCEPTIONS TO EXCLUSIVE SUPPLY RIGHTS**

Warren Water District (Warren) and Xenia Rural Water District (Xenia) serve large geographic areas which may necessitate serving portions of their respective service areas from a source other than CIWW in the future. For this reason, exceptions to the exclusivity requirements of this Agreement have been developed as outlined in this Schedule.

Warren and Xenia have each submitted the attached existing service area map of territory currently served from the DMWW system.

At such time that Warren or Xenia wishes to expand their service area served from CIWW or wishes to serve a portion of their existing service area from a source other than CIWW, it shall petition the Technical Committee for review and approval of the change. The approval of the Technical Committee shall be granted unless the Technical Committee finds that the request is unreasonably burdensome to CIWW in the conduct of its regional mission. Any denial of such request shall be subject to the dispute resolution provisions of this Agreement. The Board shall modify this Schedule based on any change approved by the Technical Committee.

Warren or Xenia shall provide a minimum of three-month's notice prior to planned implementation of the change in service area to be served from CIWW.

Service areas must be served from a source (CIWW or other) on a full calendar year basis for at least two full years. No seasonal changes which would result in peaking off the CIWW system shall be allowed, and no return to CIWW service shall be allowed for territory removed from CIWW service, for at least such minimum two-year term. The provisions of this paragraph shall be waived in the event of an emergency situation.

Warren and Xenia shall also have the right to serve additional incorporated areas within their service area as total service or wholesale customers if those incorporated areas do not have ready access to the Core Network transmission system as listed in IV-9 and IV-11.

All expansions of service territory and/or service to additional total service or wholesale customers must be accomplished within Warren or Xenia's duly allocated capacity within the CIWW regional system.

**NEED MAPS FROM XENIA AND WARREN**

## **SCHEDULE IV-5 SERVICE OBLIGATION STANDARDS**

CIWW shall have an obligation to make reasonable provision to meet all drinking water production requirements of the Member Agencies as needed, subject to mechanical failures, unforeseen events, or circumstances within the definition of Force Majeure.

The following standards shall further define such service obligation:

- CIWW shall plan for delivery of each Member Agency's Allocated Capacity and shall not be required to deliver any more than any Member Agency's Allocated Capacity, or serve geographic areas for Member Agencies serving primarily unincorporated areas beyond existing territories connected to the Des Moines system as shown in boundary maps in Schedule IV-1, as revised from time to time, without express Board approval.
- CIWW shall expand its capacity pursuant to its Long Range Plan contingent on available financing and funding.
- CIWW shall provide for sufficient water pressures and delivery points, both of which shall be determined in coordination with the Member Agencies.
- CIWW shall not deny service to any Member Agency that requests it so long as the requests are made reasonably in advance and consistent with adopted CIWW Long Range Plan and Capacity Expansions.
- CIWW's curtailments in service, if any, shall be made pursuant to the Water Shortage Plan.
- CIWW shall strive to meet all applicable state and federal water quality regulations; but in a situation where it fails to do so, it will provide timely notice to all affected Member Agencies;

The level of service provided by CIWW to Member Agencies shall be supported by rates, determined under Article VI and the principles set forth in Schedule VI-2, that are reasonably related to CIWW's actual costs, at levels determined by its Board to be sufficient to pay all CIWW expenses and obligations, to establish and maintain reasonable and adequate financial and operating reserves, and to provide for the current and future financing of CIWW's capital projects.



**SCHEDULE IV-6  
DESIGNATED WATER SUPPLY FACILITIES**

**ALL INSTRUMENTS OF TRANSFER WILL BE EXECUTED ON OR BEFORE THE  
OPERATIONAL COMMENCEMENT DATE.**

Function*	Facility Name / Asset Description	Owner	Note
<b>INCLUDED ASSETS</b>			
MTR	Wholesale Meters	DMWW	1.
SOS	Infiltration Gallery	DMWW	2.
SOS	Raccoon River Intake	DMWW	3.
SOS	Des Moines River Intake	DMWW	4.
SOS	Des Moines River Pump Station	DMWW	5.
SOS	Saylorville Lake Storage Rights	DMWW	6.
SOS	McMullen Water Treatment Plant Shallow Alluvial Wells	DMWW	7.
SOS	Maffitt Reservoir	DMWW	8.
SOS	Crystal Lake	DMWW	9.
SOS	Purple Martin Lake Water Resource Area	DMWW	10.
SOS	Hallett Lake	DMWW	11.
SOS	Saylorville Water Treatment Plant Radial Collector Wells	DMWW	12.
SOS	AC Ward Jordan Aquifer Wells	WDMWW	13.
SOS	AC Ward Alluvial Aquifer Wells	WDMWW	14.
SOS	Polk City Pleistocene Aquifer Wells	Polk City	15.
SOS	Grimes Jordan Aquifer Wells	Grimes	16.
SOS	Grimes Alluvial Aquifer Wells	Grimes	17.
SOS	Urbandale Raw Water Quarries	UWU	18.
STO	Army Post Road ASR Well	DMWW/ WDMWW	19.
STO	LP Moon ASR Well	DMWW	20.

STO	McMullen ASR Well	DMWW	21.
STO	98 <sup>th</sup> Street Tower	WDMWW	22.
STO	Tenny Standpipe	DMWW	23.
BPS	LP Moon Pumping Station and Ground Storage Reservoir	DMWW	24.
BPS	Polk County Pumping Station and Ground Storage Reservoir	DMWW	25.
BPS	Joint Maffitt Lake Booster Station	DMWW	26.
BPS	NW 26 <sup>th</sup> St. Booster Station	DMWW	27.
BPS	Xenia Booster Station at LP Moon	Xenia	28.
BPS	SEP Bondurant Booster Station	DMWW	29.
TMT	Fleur Drive Water Treatment Plant	DMWW	30.
TMT	Laboratory	DMWW	31.
TMT	McMullen Water Treatment Plant	DMWW	32.
TMT	Saylorville Water Treatment Plant	DMWW	33.
TMT	AC Ward Water Treatment Plant	WDMWW	34.
TMT	Grimes Water Treatment Plant	Grimes	35.
TMT	Polk City Water Treatment Plant	Polk City	36.
TRN	Core Network Transmission and Raw Water Mains	DMWW	37.

The forgoing list of “Included Assets” is exclusive and exhaustive. The only assets to be transferred are those, and only those, expressly enumerated above and described in the notes thereto. All asset that are not Included Assets are reserved by the Parties and shall not be transferred.

The assets to be retained by the parties specifically include, but are not limited to, the following enumerated Excluded Assets, which are listed for avoidance of doubt. Other assets not listed as Excluded Assets, will also be retained. The omission of any assets from the list of Excluded Assets shall create no inference or presumption that it is, or should be deemed to be, an Included Asset.

#### **EXCLUDED ASSETS**

STO	Ankeny ASR Wells	Ankeny	38.
STO	Waukee ASR Well	Waukee	39.
STO	Grimes ASR Well	Grimes	40.
STO	Wilchinski Standpipe	DMWW	41.
BPS	Nollen Booster Station and Standpipe	DMWW	42.
BPS	Hazen Booster Station and Tower	DMWW	43.
BPS	Urbandale Booster Station	UWU	44.
BPS	Waukee Booster Station	Waukee	45.
BPS	Norwalk Booster Station	Norwalk	46.
BPS	Airport Booster Station	DMWW	47.
BPS	Delaware Booster Station	Ankeny	48.
BPS	Roosevelt Booster Station	DMWW	49.
BPS	SE Polk Alleman Booster Station	DMWW	50.
PARK	Des Moines Water Works Park and Adjacent Lands	DMWW	51.
ADMIN	DMWW General Office Building	DMWW	52.
ADMIN	DMWW Grounds Shop	DMWW	53.
ADMIN	WDMWW General Office Building	WDMWW	54.

\*MTR = Meters; BPS = Booster/Pumping Station; SOS = Sources of Supply; STO = Storage; TMT = Treatment Facilities; TRN= Transmission Network

ALL TRANSFERS OF ASSETS SHALL BE SUBJECT TO THE RIGHTS OF REVERSION AS PROVIDED IN THE AGREEMENT TO WHICH THIS SCHEDULE IS ATTACHED AND ALL INSTRUMENTS OF TRANSFER SHALL CONTAIN PROVISIONS TO DOCUMENT SUCH REVERSION.

EXCEPT AS OTHERWISE NOTED ALL TRANSFERS SHALL BE SUBJECT TO ALL EXISTING EASMENTS, LEASES, LICENSES, 28E AGREEMENTS AND OTHER AGREEMENTS

## NOTES TO INCLUDED ASSETS

1. Ownership of all existing **Wholesale Meters** used by DMWW to meter water used by wholesale customers that will become Member Agencies shall be transferred to CIWW for the purpose of metering water for sale from CIWW to the Member Agency. Meter pits and other Connection Facilities will remain the property of the Member Agency and the Member Agency will continue to have maintenance responsibility for those facilities.

The transfer of the Wholesale Meters shall be effected by delivery of a bill of sale by DMWW to CIWW, providing for transfer of the Wholesale Meters “as is” and in place.

2. Ownership of the **Infiltration Gallery** located within Des Moines Water Works Park and Adjacent Lands, which collects raw water to serve the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Infiltration Gallery gathers alluvial ground water from along the Raccoon River. The Infiltration Gallery, as used herein, consists of all gallery piping, manholes, valves, valve chambers, air shafts, tunnel, land flooding station (2803 George Flagg Parkway), flooding station piping, and other miscellaneous facilities necessary to make the Infiltration Gallery available for the collection of alluvial ground water as a source of raw water for the Fleur Drive Water Treatment Plant. The transfer shall include all Infiltration Gallery facilities currently in use and any such facilities not currently in use. DMWW shall retain ownership and use of the grounds which comprise the Des Moines Water Works Park and Adjacent Land. See Note 55 below.

The transfer of the Infiltration Gallery shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of the Infiltration Gallery facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within appropriate easement areas on land owned by DMWW shall be granted to CIWW, subject to continued reasonable use of the easement area for DMWW purposes, including park purposes, and subject to the payment by CIWW to DMWW on an annual basis, an easement fee reimbursing DMWW for a reasonable portion of DMWWs’ actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

3. Ownership of the **Raccoon River Intake**, located in Des Moines Water Works Park, which collects raw water to serve the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Raccoon River Intake, as used herein, consists of the intake wet well, traveling screens, power, controls, water service, raw water piping, and other miscellaneous facilities necessary to make the Raccoon River Intake available for the use and benefit of CIWW for the collection of Raccoon River water as a source for the Fleur Drive Water Treatment Plant. DMWW shall retain ownership and use of the grounds which comprise the Des Moines Water Works Park and Adjacent Land. See Note 55 below.

The transfer of the Raccoon River Intake shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of the Raccoon River Intake facilities “as is” and

in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within an appropriate easement area on land owned by DMWW shall be granted to CIWW, subject to continued reasonable use of the easement area for DMWW purposes, including park purposes. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

4. Ownership of the **Des Moines River Intake** located adjacent to the Des Moines River in Prospect Park in Des Moines, which serves the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Des Moines River Intake, as used herein, consists of an intake structure including traveling screens, source water piping, and other miscellaneous utilities and facilities necessary to make the Des Moines River Intake available for the use and benefit of CIWW for the collection of Des Moines River water as a source for the Fleur Drive Water Treatment Plant. The intake structure is located on property owned by the United States of America pursuant to a fifty (50) year easement granted November 12, 1980.

The transfer of the Des Moines River Intake shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of such facilities “as is” and in place. The existing easement with the United States of America shall be assigned by DMWW to CIWW, subject to any required approval. All other related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

5. Ownership of the **Des Moines River Pump Station**, located at 2000 Prospect Road in Des Moines, which serves the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Des Moines River Pump Station, as used herein, consists of a pump station building and other miscellaneous utilities and facilities necessary to make the Des Moines River Pump Station available for the use and benefit of CIWW for the pumping of Des Moines River water as a source for the Fleur Drive Water Treatment Plant. The pumping station occupies ground owned by the City of Des Moines under a Grant of Management and Control instrument dated July 28, 1980, which is recorded in the real estate records of Polk County, Iowa at Book 5028, Page 482.

The transfer of the Des Moines River Pump Station shall be effected by delivery of a quit claim deed to the building and a bill of sale for other facilities, by DMWW to CIWW, providing for transfer of Des Moines River Pump Station facilities “as is” and in place. The existing Grant of Management and Control shall be assigned by DMWW to CIWW, subject to any required consent by the City of Des Moines. All other related easements, agreements, and other related rights will be assigned by DMWW to CIWW and shall be assumed by CIWW.

6. Ownership of DMWW’s **Saylorville Reservoir Storage Rights** shall be transferred to CIWW. A contract dated May 26, 1982, between the State of Iowa and the United States of America provides the State rights related to a quantity of water stored in Saylorville Reservoir under certain conditions. A related contract between DMWW and the State of Iowa, also dated May 26, 1982, provides rights to DMWW to a portion of the State’s stored water.

The Contract between DMWW and the State of Iowa will be assigned to CIWW subject to approval by the State of Iowa and the Secretary of the Army, and assumption by CIWW of DMWW's obligations thereunder.

7. Ownership of the **McMullen Water Treatment Plant Shallow Alluvial Wells** shall be transferred to CIWW. The shallow alluvial wells include radial collector wells 1, 2, 3, 4, 5, and 6 in addition to one horizontal collector well, all located on the grounds of the McMullen Water treatment Plant adjacent to the Raccoon River north of the McMullen Water Treatment Plant. The shallow alluvial wells, as used herein, consist of well caissons, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the shallow alluvial wells available for the use and benefit of CIWW for the collection of alluvial ground water as a source for the McMullen Water Treatment Plant.

The transfer of the McMullen Water Treatment Plant Shallow Alluvial Wells shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 35. The transfer shall be "as is" and in place. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

8. Ownership of **Maffitt Reservoir** shall be transferred to CIWW. Maffitt Reservoir serves as a source of supply for the McMullen Water Treatment Plant during times of low alluvial well yield or poor water quality. Maffitt Reservoir, as used herein, consists of a tract of land and a reservoir, earthen dam, overflow works, fill and withdrawal piping works, protected watershed surrounding the reservoir, roads, shelter houses, restrooms, shop building and other facilities necessary to make Maffitt Reservoir available for the use and benefit of CIWW as a source of raw water for the McMullen Water Treatment Plant. During the term of the Initial Operating Contract DMWW will continue to maintain the grounds surrounding Maffitt Reservoir as a protected watershed and park open to the public at CIWW's expense, as part of the water supply operations provided to CIWW. Following the term of the Initial Operating Contract, the CIWW Board may decide to discontinue maintenance of the protected watershed as a park.

The transfer of the Maffitt Reservoir shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 35. The transfer shall be "as is" and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

9. Ownership of **Crystal Lake** shall be transferred to CIWW. Crystal Lake serves as a source of supply for the McMullen Water Treatment Plant. Water is pumped from the Raccoon River into Crystal Lake (a former gravel pit) where after 30 to 40 days of detention time, nitrate concentrations are typically reduced by half. Crystal Lake as used herein consists of a

tract of land and a water storage basin of approximately 60 surface acres, pumping facilities and piping to withdraw water from the Raccoon River and deliver it to the lake, pumping and piping facilities to withdraw water from Crystal Lake and deliver it to the McMullen Water Treatment Plant, and other facilities necessary to make Crystal Lake available for the use and benefit of CIWW as a source of raw water for the McMullen Water Treatment Plant. This site also includes a truck scale and drying area used in the processing of lime residuals.

The transfer of Crystal Lake shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 35. The transfer shall be “as is” and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

10. Ownership of **Purple Martin Lake Water Resource Area** shall be transferred to CIWW. Purple Martin Lake Water Resource Area, as used herein, consists of a tract of land containing a former gravel pit lake that is currently managed by the State of Iowa as a part of Walnut Woods State Park. It is the next link in the chain of lakes concept which is intended to provide large quantities of low-nitrate source water to the McMullen Water Treatment Plant. The area includes a former gravel pit lake not yet connected to the other lakes in the chain but offers future potential for increased low-nitrate source water capacity. Purple Martin Lake Water Resource Area property is currently managed as a unit of Walnut Woods State Park by the Iowa Department of Natural Resources under an agreement with DMWW dated December 10, 2015. This agreement will be transferred to CIWW and will remain in effect until the end of the current term on December 31, 2025. Subsequently the CIWW Board will have the option to extend or terminate the Agreement.

The transfer of Purple Martin Lake Water Resource Area shall be effected by delivery of a quit claim deed by DMWW to CIWW. The transfer shall be “as is” and in place and subject to the above-described agreement. The Agreement with the Iowa Department of Natural Resources and all other easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

11. Ownership of **Hallett Lake** shall be transferred to CIWW. Hallett Lake as used herein consists of a tract of land containing a former gravel pit lake. It is the last link in the chain of lakes concept which is intended to provide large quantities of low-nitrate source water to the McMullen Water Treatment Plant. Hallett Lake is not yet connected to the other lakes in the chain but offers future potential for increased low-nitrate source water capacity. This site includes two storage buildings.

The transfer of Hallet Lake shall be effected by delivery of a quit claim deed by DMWW to CIWW. The transfer shall be “as is” and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

12. Ownership of the **Saylorville Water Treatment Plant Radial Collector Wells** shall be transferred to CIWW. The Saylorville Water Treatment Plant Radial Collector Wells



include radial collector wells 1 (IGS GeoSam well number 73469) and 2 (IGS GeoSam well number 73471) located adjacent to the Des Moines River south of the Saylorville Water Treatment Plant. The radial collector wells, as used herein, consist of well caissons, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the radial collector wells available for the use and benefit of CIWW for the collection of alluvial ground water as a source for the Saylorville Water Treatment Plant. The Saylorville Radial Collector Wells are located on property owned by the United States of America and managed by the Department of the Army pursuant to a fifty (50) year easement granted September 22, 2006.

The transfer of the Saylorville Water Treatment Plant Radial Collector Wells shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of such facilities “as is” and in place. The existing easement with the United States of America shall be assigned by DMWW to CIWW subject to written approval by the District Engineer, US Army Engineering District, Rock Island, Illinois, and assumption by CIWW of DMWW’s obligations thereunder. All other related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

13. Ownership of the **AC Ward Jordan Aquifer Wells** shall be transferred to CIWW. Included are the following deep wells:

Well #1	1505 Railroad Ave – Plant Campus	IGS GeoSam well number 19416
Well #3	Raccoon River Park – City Park	IGS GeoSam well number
Well #4	300 S. 16 <sup>th</sup> St – South Well Field	IGS GeoSam well number 54956
Well #26	1701 Railroad – City Park	IGS GeoSam well number 85507

The deep wells as used herein consist of buildings, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the deep wells available for the use and benefit of CIWW for the collection of water as a source for the A.C Ward Treatment Plant.

The transfer of the AC Ward Jordan Aquifer Wells shall be effected by delivery of a bill of sale, by WDMWW to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

14. Ownership of the **AC Ward Alluvial Aquifer Wells** shall be transferred to CIWW. Included are the following shallow wells:

Well #5	1505 Railroad Ave – Plant Campus
Well #6 thru #8	300 S. 16 <sup>th</sup> St – South Well Field
Well #14 thru #21	2900 Grand Ave
Well #22 thru #25	2500 Grand Ave

The shallow alluvial wells, as used herein consist of buildings, well casings, well screens,

pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the shallow alluvial wells available for the use and benefit of CIWW for the collection of alluvial ground water as a source for the A.C Ward Treatment Plant. These wells are located on land owned by the City of West Des Moines/WDMWW.

The transfer of the AC Ward Alluvial Aquifer Wells shall be effected by delivery of a bill of sale, by WDMWW to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

- 15. Ownership of the Polk City Pleistocene Aquifer Wells** shall be transferred to CIWW. Included are the following wells:

Well #4 IGS GeoSam well number 41483  
Well #5 IGS GeoSam well number 56834

The Pleistocene aquifer wells, as used herein consist of well heads, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the Pleistocene Aquifer Wells available for the use and benefit of CIWW for the collection of ground water as a source for the Polk City Water Treatment Plant. These wells are located on land owned by the Tournament Club of Iowa subject to easement agreements dated January 16, 2022.

The transfer of the Polk City Pleistocene Aquifer Wells shall be effected by delivery of a bill of sale, by the City of Polk City to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by the City of Polk City to CIWW and shall be assumed by CIWW.

- 16. Ownership of the Grimes Jordan Aquifer Wells** shall be transferred to CIWW. Included are the following deep wells:

Jordan Well	NW 121 <sup>st</sup> Street	IGS GeoSam well number 91788
Jordan Well	1801 N James Street	IGS GeoSam well number 77074

The deep wells as used herein consist of a well head, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the deep wells available for the use and benefit of CIWW for the collection of water as a source for the Grimes Water Treatment Plant.

The transfer of the Grimes Jordan Aquifer Wells shall be effected by delivery of quit claim deeds and a bills of sale by the City of Grimes to CIWW as part of the transfer documents pertaining to the transfer of the Grimes well field as described in Note 18 and the Grimes Water Treatment Plant as described in Note 39 to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal

permits, rights, and claims will be assigned by the City of Grimes to CIWW and shall be assumed by CIWW.

17. Ownership of the **Grimes Alluvial Aquifer Wells** shall be transferred to CIWW. Three alluvial aquifer wells are located north of Grimes in Polk County along NW 121<sup>st</sup> Street in the Grimes well field.

The shallow alluvial wells, as used herein consist of a tract of land and well heads, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the shallow alluvial wells available for the use and benefit of CIWW for the collection of alluvial ground water as a source for the Grimes Water Treatment Plant. These wells are located on land owned by the City of Grimes. One of the Grimes Jordan Aquifer Wells also occupies this same tract of land.

The transfer of the Grimes Alluvial Aquifer Wells shall be effected by delivery of a quit claim deed and a bill of sale, by the City of Grimes to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by the City of Grimes to CIWW and shall be assumed by CIWW.

18. Ownership of the **Urbandale Raw Water Quarries** located adjacent to the Des Moines River in Johnston shall be transferred to CIWW. The Urbandale Raw Water Quarries as used herein consist of a tract of land containing former gravel pit lakes. The property was acquired by UWU as a potential future raw water source and has potential future value for such use but is currently not being used for water supply.

The transfer of Urbandale Raw Water Quarries shall be effected by delivery by UWU of a quit claim deed to CIWW. The transfer shall be “as is” and in place. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by UWU to CIWW and shall be assumed by CIWW.

19. Ownership of the **Army Post Road ASR Well** located at 5470 Willow Creek Avenue in Des Moines shall be transferred to CIWW. The Army Post Road ASR Well, as used herein, consists of a tract of land and a Jordan Aquifer well (IGS GeoSam well number 81129), submersible pump and motor, pitless adapter, ASR building with chemical storage and feed, and a standby emergency generator. ASR wells are used to store treated drinking water in the Jordan Aquifer during times when excess treatment capacity is available and to recover treated drinking water during times when additional capacity is needed to meet demands. This ASR well was constructed under an agreement between DMWW and WDMWW. Per that agreement, WDMWW paid much of the cost of the well in exchange for receiving a 3.0 MGD regional capacity credit. This credit allowed the use of up to 3.0 MGD of capacity in a

designated area without using purchased capacity. WDMWW and DMWW will each receive credit in the asset transfer calculation for their respective investment in the well. Once the well is transferred to CIWW, the regional capacity credit agreement will terminate, and this ASR well will be a regional asset delivering capacity to the Core Network during recovery.

The transfer of the Army Post Road ASR Well shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of the Army Post Road ASR Well site and facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW, except as cancelled as set forth above.

20. Ownership of the **LP Moon ASR Well** located at 2501 NW 156<sup>th</sup> Street in Clive shall be transferred to CIWW. The LP Moon ASR Well, as used herein, consists of a Jordan Aquifer well (IGS GeoSam well number 59746), submersible pump and motor, ASR building with chemical storage and feed, and a standby emergency generator. ASR wells are used to store treated drinking water in the Jordan Aquifer during times when excess treatment capacity is available and to recover treated drinking water during times when additional capacity is needed to meet demands. This ASR Well is a regional facility delivering water directly to the Core Network. This facility is located on the LP Moon Pumping Station and Ground Storage Reservoir site to be transferred as described in Note 27.

The transfer of the LP Moon ASR Well shall be effected by delivery of a quit claim deed as defined in Note 27 and a bill of sale by DMWW to CIWW, providing for transfer of the LP Moon ASR Well site, and facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

21. Ownership of the **McMullen ASR Well** located adjacent to the McMullen Water Treatment Plant site shall be transferred to CIWW. The McMullen ASR Well, as used herein, consists of a tract of land and a Jordan Aquifer well (IGS GeoSam well number 63127), submersible pump and motor, and ASR building with chemical storage and feed. ASR wells are used to store treated drinking water in the Jordan Aquifer during times when excess treatment capacity is available and to recover treated drinking water during times when additional capacity is needed to meet demands. This ASR Well is a regional facility delivering water to the filter effluent chamber of the McMullen Water Treatment Plant.

The transfer of McMullen ASR Well shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 35. The transfer shall be “as is” and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

22. Ownership of the **98<sup>th</sup> Street Tower** located at 1675 98<sup>th</sup> Street in West Des Moines will transfer to CIWW. The 98<sup>th</sup> Street Tower, as used herein, consists of a tract of land, a 2.5

MG elevated water tower, and cellular telephone equipment which occupies the tower by lease agreement. This facility stores water for Clive, Waukee, and West Des Moines. Operational and maintenance costs will continue to be shared by the participants based on an existing agreement dated 1993.

The transfer of the 98<sup>th</sup> Street Tower shall be effected by delivery of a quit claim deed and a bill of sale by WDMWW to CIWW, providing for transfer of 98<sup>th</sup> Street Tower site and facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, including cellular telephone equipment agreements, rights, and claims will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

23. Ownership of the **Tenny Standpipe** located at 4006 Merle Hay Road in Des Moines shall be transferred to CIWW. The Tenney Standpipe, as used herein, consists of a tract of land and a 4.1 MG standpipe. This facility “floats” on the Core Network system and is critical to operational flexibility of the system. The Urbandale Booster Station and an associated meter pit occupy a portion of this site pursuant to an [easement or agreement?] from DMWW. Cellular telephone equipment is mounted on two monopoles and in two control buildings which occupy a portion of this site pursuant to easements and agreements with DMWW. All such easements and agreements will transfer to CIWW subject to CIWW assuming responsibilities under the agreements.

The transfer of the Tenney Standpipe shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of Tenney Standpipe site and facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, including cellular telephone equipment agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

24. Ownership of the **LP Moon Pumping Station and Ground Storage Reservoir** located at 2501 NW 156<sup>th</sup> Street in Clive shall be transferred to CIWW. The LP Moon Pumping Station, as used herein consists of a tract of land and a pump station building which houses pumps that serve Clive, Waukee, and West Des Moines, pumps that serve Urbandale and Xenia, chemical feed equipment, electric and controls equipment, and a standby emergency generator. The 6.0 MG ground storage reservoir on the same site shall also be transferred to CIWW. Operational and maintenance costs for the pumping station and ground storage reservoir will continue to be billed to the participants based on volume of water used and an existing agreement dated May 26, 1992. The LP Moon ASR Well described in Note 21 and the Xenia Booster Station at LP Moon described in Note 31 both also occupy a portion of this site.

The transfer of the LP Moon Pumping Station and Ground Storage Reservoir shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of LP Moon Pumping Station and Ground Storage Reservoir facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

25. Ownership of the **Polk County Pumping Station and Ground Storage Reservoir** located at 6071 NE 14<sup>th</sup> Street, Des Moines, shall be transferred to CIWW. The Polk County Pumping Station, as used herein, consists of a pump station building which houses pumps that serve Ankeny and pumps that serve unincorporated Polk County, electrical and controls equipment, and a standby emergency generator. This facility delivers water to Ankeny and unincorporated Polk County. Ownership of the 5.0 MG ground storage reservoir on the same site shall also be transferred to CIWW. Operational and maintenance costs for the pumping station and grounds will continue to be billed to the participants based on an existing Water and Service Agreement dated August 1, 1988. This property is occupied pursuant to a permanent easement granted by Polk County which easement is recorded in the real estate records of Polk County, Iowa at Book 6132, Page 578. This easement and agreements will transfer to CIWW.

The transfer of the Polk County Pumping Station shall be effected by delivery of a bill of sale and assignment of the easement set forth above by DMWW to CIWW, providing for transfer of Polk County Pumping Station facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

26. Ownership of the **Joint Maffitt Lake Booster Station** located at 1379 Adams Street, West Des Moines, shall be transferred to CIWW. The Joint Maffitt Lake Booster Station is located at the Maffitt Water treatment Plant site to be transferred as provided in Note 35, and as used herein, consists of a booster station building which houses pumps that serve Cumming and Norwalk and pumps that serve West Des Moines, electric and controls equipment, and a standby emergency generator. This facility delivers water to Cumming, Norwalk, and West Des Moines. Operational and maintenance costs for the booster station and grounds will continue to be billed to the participants based on a 28E Agreement filed August 24, 2017, and a 28E Agreement Amendment filed December 7, 2017. This agreement will transfer to CIWW subject to existing rights per the 28E Agreement.

The transfer of the Joint Maffitt Lake Booster Station shall be effected by delivery of a quit claim deed as described in Note 35 and by a bill of sale by DMWW to CIWW, providing for transfer of Joint Maffitt Lake Booster Station “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

27. Ownership of the **NW 26<sup>th</sup> Street Booster Station** located at 2567 NW 72<sup>nd</sup> Place shall be transferred to CIWW. The NW 26<sup>th</sup> Street Booster Station as used herein, consists of a tract of land, a booster station building which houses pumps that serve both Polk City and unincorporated Polk County, electric and controls equipment, and a standby emergency generator. This facility delivers water to Polk City and unincorporated Polk County. Operational and maintenance costs for the booster station and grounds will continue to be billed to the participants based on terms of the 28E Agreement filed March 3, 2018. This agreement will transfer to CIWW subject to existing rights per the 28E Agreement.

The transfer of the NW 26<sup>th</sup> Street Booster Station shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of NW 26<sup>th</sup> Street Booster Station site and facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

28. Ownership of the **Xenia Booster Station at LP Moon** shall be transferred to CIWW. The Xenia Booster Station at LP Moon as used herein, consists of a booster station building which houses pumps that serve both Waukee and Xenia. Operational and maintenance costs for the booster station will continue to be billed to the participants based on terms of the 28E Agreement filed April 3, 2019. This facility is located on the LP Moon Pumping Station and Ground Storage Reservoir site to be transferred as described in Note 27. The facility occupies the site pursuant to a 28E Agreement with DMWW. This agreement will transfer to CIWW subject to existing rights per the 28E Agreement.

The transfer of the Xenia Booster Station at LP Moon shall be effected by delivery of a quit claim deed as described in Note 27 and a bill of sale by DMWW to CIWW, providing for transfer of the Xenia Booster Station at LP Moon facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

29. Ownership of the **SE Polk Bondurant Booster Station** located at 5638 NE 56<sup>th</sup> Street, Altoona, Iowa shall be transferred to CIWW. **[NOTE: If Bondurant does not join CIWW this facility may not transfer.]** The SE Polk Bondurant Booster Station as used herein, consists of a below-grade pump station facility which houses pumps that serve Bondurant and unincorporated Polk County and a chemical storage and feed building. The facilities are located within an easement, as amended, and originally acquired by the SE Polk Rural Water District to which DMWW is the successor in interest. This facility delivers water to Bondurant and unincorporated Polk County.

The transfer of the SE Polk Bondurant Booster Station shall be effected by a bill of sale by DMWW to CIWW and assignment of easement by DMWW, as successor in interest to SE Polk Rural Water, to CIWW, providing for transfer of the SE Polk Bondurant Booster Station site and facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

30. Ownership of the **Fleur Drive Water Treatment Plant** located at 408 Fleur Drive, Des Moines, shall be transferred to CIWW. The Fleur Drive Water Treatment Plant, as used herein, consists of building and facilities located on land owned by DMWW that is to be retained in ownership by DMWW and that comprise a 75 MGD conventional lime softening treatment plant with nitrate removal. The Fleur Drive Water Treatment Plant includes West High Lift Building B, Pumping Station Building C (including East Low Lift – infiltration gallery pumps, fluoride feed, polyphosphate feed, control center, break room, locker rooms, offices, etc.), Nitrate Removal Facility Building D (including sodium hypochlorite storage and feed, salt storage, etc. and a related force sewer main for discharge disposal), Filter



Building E (including lime/soda ash/alum storage, backwash tank, slaker room, etc.), West Low Lift Building J (Raccoon River pumps), Sludge Pump Building K (including sludge concentrator), CO<sub>2</sub> Building M (including CO<sub>2</sub> storage tanks), Lime Sludge Dewatering Building N, Chemical Feed Building R (including ferric chloride feed), Carbon Feed Building S (including powdered activated storage tanks), truck scale, backwash tank, 10 MG clear well, Water Works owned medium voltage transformers, switch gear and 3,300 KW standby generator, and other miscellaneous facilities necessary to make the Fleur Drive Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the Fleur Drive Water Treatment Plant shall be effected by delivery of a quit claim deed for each included building, but not its underlying land, by DMWW to CIWW and a bill of sale, by DMWW to CIWW, providing for transfer of all of the above described facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within a permanent easement area to be defined as the area enclosed by the flood protection levee shall be granted by DMWW to CIWW, subject to continued reasonable use of the easement area for DMWW purposes, and subject to the payment by CIWW to DMWW on an annual basis an easement fee reimbursing DMWW for a reasonable portion of DMWWs’ actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. It is intended that CIWW and DMWW will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities located within the easement area and their shared use of such site.

All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

31. Ownership of the **Laboratory** at the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Laboratory Building will be included in the instruments of transfer as set forth in Note 30. All laboratory facilities and equipment shall be transferred by bill of sale “as is” and in place from DMWW to CIWW. The Laboratory shall provide laboratory services related to distribution activity of Member Agencies on a fee for service basis at cost.
32. Ownership of the **McMullen Water Treatment Plant** located at 12223 SW Maffitt Lake Road shall be transferred to CIWW. The McMullen Water Treatment Plant, as used herein, consists of a tract of land and a 25 MGD conventional lime softening treatment plant. The McMullen Water Treatment includes a Chemical Building (including unloading, storage and feed equipment for lime, powdered activated carbon, ferric chloride, CO<sub>2</sub>, fluoride, sodium hypochlorite, and polyphosphate), Splitter Box, Up-flow Clarifiers, Filter Building, 5.0 MG Clearwell, High Service Pump Building, (including two 1,800 KW standby generators and transfer switch), Backwash Lagoon, Lime Residual Lagoons, residuals drying area, and other miscellaneous facilities necessary to make the McMullen Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water. Portions of the Maffitt site are subject to farming licenses. Various joint use facilities

are in use under 28E Agreements and other agreements.

The transfer of the McMullen Water Treatment Plant shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of McMullen Treatment Plant and all related facilities, which shall include the McMullen Raw Water Collection Wells, Maffitt Reservoir, Crystal Lake, McMullen ASR Well, and the Joint Maffitt Lake Booster Station as described in Notes 7, 8, 9, 19 and 27, “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

33. Ownership of the **Saylorville Water Treatment Plant** located at 6500 NW 26<sup>th</sup> Street in Polk County shall be transferred to CIWW. The Saylorville Water Treatment Plant as used herein, consists of a tract of land and a 10 MGD dual membrane plant. The Saylorville Water Treatment Plant includes a Pretreatment Structure, Treatment Plant Building (including ultra filtration membranes, reverse osmosis membranes, chemical storage and feed system, high lift pumping, 5.0 MG Clearwell, lagoons, and other miscellaneous facilities necessary to make the Saylorville Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the Saylorville Water Treatment Plant shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of Saylorville Water Treatment Plant and all related facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

34. Ownership of the **AC Ward Water Treatment Plant** Located at 1505 Railroad Ave, West Des Moines shall be transferred to CIWW. The AC Ward Water Treatment Plant as used herein, consists of buildings and facilities located on land owned by City of West Des Moines/WDMWW that is to be retained in ownership by City of West Des Moines/WDMWW and that comprise a 10 MGD conventional lime softening treatment plant. The AC Ward Water Treatment Plant includes Building #1 Plant Building (filters, CO2 feed system and tank, lab and equipment, SCADA controls, security controls but not administrative offices and board room), Building #2 Sludge Room (including pumps), Building #3 Chemical Feed (including lime/soda ash/ferric chloride/sodium hypochlorite/phosphate systems and slaker room), Building #4 High Service Pumping (including pumps, MCC, and electrical components, 1,000 kW standby generator), Building #6 Dewatering Lime (including press, air compressors, truck bay used by lime hauler, offices and lunch room), 2 aerators and contact tanks, 4 Lime Softening Clarifiers, 1 Clear Well and associated pumps, 1 MG Ground Storage, 1 2MG Ground Storage, Elm Street Meter Pit and Valve Pipe from DMWW, Raw Meter Pit, Reclaim Tank and Pumps, and Lime Thickener Tank, Lime Lagoons (South Well Field), and other miscellaneous facilities necessary to make the AC Ward Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the AC Ward Water Treatment Plant shall be effected by delivery of a quit claim deed for each included building, but not its underlying land, by WDMWW to CIWW

and a bill of sale, by WDMWW to CIWW, providing for transfer of all of the above described facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within a permanent easement area to be defined shall be granted by WDMWW to CIWW, subject to continued reasonable use of the easement area for WDMWW purposes, and subject to the payment by CIWW to WDMWW on an annual basis an easement fee reimbursing WDMWW for a reasonable portion of WDMWWs’ actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. It is intended that CIWW and WDMWW will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities located within the easement area and their shared use of such site.

All related easements, agreements, water withdrawal permits, rights, and claims, will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

35. Ownership of the **Grimes Water Treatment Plant** located at 1801 James Street, Grimes shall be transferred to CIWW. The Grimes Water Treatment Plant as used herein, consists of buildings and facilities located on land owned by City of Grimes that is to be retained in ownership by City of Grimes and that comprise 5.29 MGD of treatment capacity including 1.44 MGD of conventional lime softening treatment capacity, 3.56 MDG of RO treatment capacity, a 2 MG ground storage tank, and other miscellaneous facilities necessary to make the Grimes Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the Grimes Water Treatment Plant shall be effected by delivery of a quit claim deed for each included building, but not its underlying land, by the City of Grimes to CIWW and a bill of sale, by the City of Grimes to CIWW, providing for transfer of all of the above described facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within a permanent easement area to be defined shall be granted by the City of Grimes to CIWW, subject to continued reasonable use of the easement area for City of Grimes purposes, and subject to the payment by CIWW to the City of Grimes on an annual basis an easement fee reimbursing the City of Grimes for a reasonable portion of City of Grimes’ actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. It is intended that CIWW and the City of Grimes will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities located within the easement area and their shared use of such site.

All related easements, agreements, water withdrawal permits, rights, and claims, will be assigned by the City of Grimes to CIWW and shall be assumed by CIWW.

36. Ownership of the **Polk City Water Treatment Plant** located at 402 N. 3<sup>rd</sup> Street in Polk City shall be transferred to CIWW. The Polk City Water Treatment Plant as used herein, consists of a tract of land and a 0.5 MGD plant. The Polk City Water Treatment Plant will include all facilities necessary to make the Polk City Water Treatment Plant available for the

use and benefit of CIWW for the production of drinking water.

The transfer of the Polk City Water Treatment Plant shall be effected by delivery of a quit claim deed and a bill of sale by Polk City to CIWW, providing for transfer of Polk City Water Treatment Plant and all related facilities, “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by Polk City to CIWW and shall be assumed by CIWW.

37. Ownership of **Core Network Transmission and Raw Water Mains** shall be transferred to CIWW. The Core Network is a system of pipelines that connects the treatment plants, storage tanks, pumping stations, and other related facilities in a way that allows each Member Agency to receive water. The Core Network consists primarily of large diameter (16-inch to 48-inch) pipelines totaling more than 700,000 linear feet. Core Network facilities are noted on the Core Network Map and are annotated in the DMWW GIS system. Much of the Core Network system lays in public right-of-way. In cases where Core Network facilities lay in easement, those easements will be assigned to CIWW. The Core Network includes mains that connect raw water collection facilities to water treatment plants. The Core Network also includes a number of automated control valves used to manage flow within the system. These control valves including associated valve vaults, controls, and power will be transferred to CIWW. The Core Network does not include the Norwalk Western Feeder Main.

The transfer of the Core Network Transmission Mains shall be effected by delivery of a bill of sale by DMWW to CIWW, providing for transfer of Core Network Transmission Mains and all related facilities, “as is”, in place, and subject to existing any third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

### NOTES TO EXCLUDED ASSETS

38. Ownership of **Ankeny ASR Wells 1, 2, and 3** will not transfer to CIWW. These ASR wells are beyond Ankeny’s wholesale meter and cannot deliver water to the Core Network. These ASR wells will serve as seasonal storage for the City of Ankeny.
39. Ownership of **Waukee ASR Well 1** will not transfer to CIWW. This ASR well is beyond Waukee’s wholesale meter and cannot deliver water to the Core Network. This ASR well will serve as seasonal storage for the City of Waukee.
40. Ownership of **Grimes ASR Well 1** will not transfer to CIWW. This ASR well is beyond Grimes’ wholesale meter and cannot deliver water to the Core Network. This ASR well will serve as seasonal storage for the City of Grimes.
41. Ownership of the **Wilchinski Standpipe** located at 903 E. Pleasant View Drive in Des Moines will not transfer to CIWW. This standpipe serves primarily DMWW direct retail customers. It is estimated that 10% of the water that flows through this standpipe is ultimately delivered to Member Agencies other than DMWW. The Wilchinski site also

serves as a hub for the regional telemetry system with antennas mounted on the structure. For these reasons, 10% of the O&M costs for the Wilchinski site will be billed to CIWW by DMWW on an annual basis with such billing amount to be subject to annual adjustment as use changes.

CIWW's right to use the telemetry facilities located on this site shall be granted under the Operating Contract between DMWW & CIWW.

42. Ownership of the **Nollen Booster Station and Standpipe** located at 2569 Hull Avenue in Des Moines will **not** transfer to CIWW. This booster station serves primarily DMWW direct retail customers. It is estimated that 5% of the water that flows through this station is ultimately delivered to Member Agencies other than DMWW. For this reason, 5% of the O&M costs for the Nollen Booster Station and Standpipe site will initially be billed to CIWW by DMWW on an annual basis, with such billing amount to be subject to annual adjustment as use changes.
43. Ownership of the **Hazen Booster Station and Tower** located at 4800 Hickman Road in Des Moines will **not** transfer to CIWW. This booster station serves primarily DMWW direct retail customers. It is estimated that 5% of the water that flows through this station is ultimately delivered to Member Agencies other than DMWW. For this reason, 5% of the O&M costs for the Hazen Booster Station and Tower site will be billed to CIWW by DMWW on an annual basis with such billing amount to be subject to annual adjustment as use changes.
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44. Ownership of the **Urbandale Booster Station** located at 4006 Merle Hay Road in Des Moines will **not** transfer to CIWW. This booster station serves exclusively UWU direct retail customers. Ownership of the site occupied by the Urbandale Booster Station will transfer to CIWW as part of the Tenny Standpipe transfer, subject to UWU existing occupancy rights.
45. Ownership of the **Waukee Booster Station** located at 601 SE Boon Drive in Waukee will **not** transfer to CIWW. This booster station serves exclusively City of Waukee direct retail customers. The booster station sits in a permanent easement recorded at Dallas County Recorder's Office Book 826, Page 1048-1051.
46. Ownership of the **Norwalk Booster Station** located in the east right-of-way of SW 42<sup>nd</sup> Street south of Echo Valley Drive in Norwalk will **not** transfer to CIWW. This booster station serves exclusively City of Norwalk direct retail customers.
47. Ownership of the **Airport Booster Station** located at 7407 SW 34<sup>th</sup> Street in Des Moines will **not** transfer to CIWW. This booster station serves exclusively DMWW direct retail customers.

48. Ownership of the **Delaware Booster Station** located at XX SE Delaware Ave in Ankeny will **not** transfer to CIWW. This booster station serves exclusively City of Ankeny direct retail customers.
49. Ownership of the **Roosevelt Booster Station** located at the intersection of Center Street and Polk Boulevard will **not** transfer to CIWW. This booster station serves exclusively DMWW direct retail customers.
50. Ownership of the **SE Polk Alleman Booster Station** located at 2220 NE 126<sup>th</sup> Ave, Elkhart will **not** transfer to CIWW. This booster station serves exclusively DMWW direct retail customers.
51. Ownership of **Des Moines Water Work Park and Adjacent Lands** will **not** transfer to CIWW. The Des Moines Water Work Park and Adjacent Lands, as used herein include the areas currently utilized by the public as “Water Works Park” together with other adjacent land not currently designated for park purposes. All such property, including grounds which comprise Water Works Park shall be used jointly by CIWW and DMWW for their respective ongoing operations as provided in the instruments of transfer of assets hereunder, and may, in the sole discretion of DMWW, continue to be made available by DMWW to the public for park purposes that are consistent with DMWW and CIWW operational needs under rules established by DMWW in its sole discretion. It is intended that CIWW and DMWW will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities on the Des Moines Water Work Park and Adjacent Lands grounds and their shared use of the Park grounds.
52. Ownership of the **DMWW General Office Building** will **not** transfer to CIWW. A share of its operational costs may be allocated to CIWW under the Operating Contract between DMWW and CIWW.
53. Ownership of the **DMWW Grounds Shop** will **not** transfer to CIWW. A share of its operational costs may be allocated to CIWW under the Operating Contract between DMWW and CIWW.
54. Ownership of the **WDMWW General Office Building** will **not** transfer to CIWW. A share of its operational costs may be allocated to CIWW under the Operating Contract between WDMWW and CIWW.

**SCHEDULE IV-8**  
**CURRENTLY PLANNED DESIGNATED WATER SUPPLY FACILITY JOINT**  
**CAPITAL PROJECTS FOR 2025-2026**

The currently planned facility projects listed as follows shall be constructed without further Board approval by the listed Founding Agencies and the costs thereof shall be paid by CIWW:



Producer	Project Name	2025-2026	
		Estimated	Costs
DMWW	FDTP Bulk PAC System	2,600,000	
DMWW	FDTP CO2 Feed System Upgrade	1,200,000	
DMWW	FDTP Lime Slurry Feed Bldg Replacement	600,000	
DMWW	FDTP WHL High Service Pump Replacements	1,700,000	
DMWW	FDTP 5KV Switch Gear Controls Upgrade	1,400,000	*
DMWW	FDTP Sand Filter Rehabilitation	5,000,000	*
DMWW	FDTP Lime Sludge Filter Press Rehabilitation	4,200,000	*
DMWW	FDTP Treatment Basin Rechainig	1,400,000	*
DMWW	FDTP - HVAC	400,000	
DMWW	FDTP Safety Showers & Tempering	200,000	
DMWW	DM River Well Field	10,400,000	*
DMWW	MWTP Exterior Paint	500,000	
DMWW	MWTP Collector Well Rehabilitation	720,000	*
DMWW	MWTP Safety Showers & Tempering	200,000	
DMWW	Crystal Lake Improvements	800,000	*
DMWW	Crystal Lake Pump Station	4,500,000	*
DMWW	SWTP Collector Well Rehabilitation	700,000	*
DMWW	SWTP RO Membrane Replacement	500,000	*
DMWW	SWTP UF Membrane Replacement	1,200,000	*
DMWW	SCADA Network Improve	2,400,000	*
DMWW	Core Network Air Relief Valve Upgrades	600,000	*
WDMWW	Building 1 Structural Repairs	800,000	
WDMWW	Plant Improvements (Phase 1) - Clearwell Improv, Transfer pumps	400,000	
WDMWW	Structural Repairs - Buildings 2, 3, 4, 6	375,000	
WDMWW	Shallow Wells AC Ward - carryover from 2022-23	2,200,000	
WDMWW	Demolish Building 5 for future water plant needs	200,000	
WDMWW	Painting - Ground Storage Tank #1 - 1 MG Storage	725,000	
WDMWW	Replace HSP No. 3/Update Electrical/VFD	950,000	
WDMWW	Fencing Upgrades at A.C. Ward/flag pole	120,000	
WDMWW	New 30 ton CO2 tank	800,000	
WDMWW	Plant Equipment/Building Upgrades	400,000	*
WDMWW	Replace Air Backwash Blower	116,000	*
WDMWW	Miscellaneous Filter Improvements (Repainting and Valve Stem Repla	109,000	*
WDMWW	Replace HSP No. 2 and No. 3	272,000	*
WDMWW	Replace Process Valves	442,000	*
WDMWW	Install VFDs	292,000	*
WDMWW	Repaint Piping & Pumps	26,000	*
WDMWW	Ferric Chloride Feed System Improvements	80,000	*
WDMWW	Building 5 Structural-Architectural Demolition	108,000	*
WDMWW	Building No. 1 – Mechanical Repairs - Filter Room Dehumidifier	285,000	*
WDMWW	Building No. 1 – All Other Mechanical Improvements	249,000	*
WDMWW	Building No. 3 - Mechanical Repairs	285,000	*
WDMWW	Building No. 4 - Mechanical Repairs	35,000	*
WDMWW	Building No. 6 - Mechanical Repairs	166,000	*
WDMWW	Replace MCC Buckets	351,000	*
<b>Total</b>		<b>\$ 51,006,000</b>	

\* Indicates projects that are ongoing or may extend beyond 2026

Grimes and Polk City have no planned joint capital projects in 2025 or 2026.

**SCHEDULE IV-8A**  
**ESTIMATED SAYLORVILLE EXPANSION PROJECT ALLOCATION AND**  
**ESTIMATED COSTS**

**\$159,054,000** Engineer's Opinion of Probable Cost

Reference	V-3	I-9	Pro-rata 2017 LRP %	9%	91%		Pro-rata 2017 LRP %	
Member	Initial Capacity MGD	Initial Capacity %	Growth %	Resiliency	Growth	Total	Total \$ Allocation %	MGD Allocation
Ankeny	14.892	11.072%	19.60%	\$1,584,941	\$28,368,871	\$29,953,812	18.832%	1.96
Bondurant	2.354	1.750%	4.50%	\$250,510	\$6,513,261	\$6,763,771	4.252%	0.45
Clive	4.359	3.241%	1.30%	\$463,945	\$1,881,609	\$2,345,554	1.475%	0.13
DMWW	46.533	34.597%	9.80%	\$4,952,511	\$14,184,436	\$19,136,947	12.031%	0.98
Johnston	6.649	4.943%	5.10%	\$707,584	\$7,381,696	\$8,089,280	5.086%	0.51
Grimes	7.063	5.251%	11.50%	\$751,673	\$16,645,001	\$17,396,674	10.938%	1.15
Norwalk	4.052	3.013%	5.50%	\$431,307	\$7,960,653	\$8,391,960	5.276%	0.55
Polk City	1.666	1.239%	1.40%	\$177,361	\$2,026,348	\$2,203,709	1.386%	0.14
UWU	13.744	10.219%	11.30%	\$1,462,836	\$16,355,523	\$17,818,359	11.203%	1.13
Warren Water District	3.2	2.379%	1.30%	\$340,551	\$1,881,609	\$2,222,160	1.397%	0.13
Waukee	7.062	5.251%	9.80%	\$751,673	\$14,184,436	\$14,936,109	9.391%	0.98
WDMWW	17.234	12.813%	10.10%	\$1,834,163	\$14,618,653	\$16,452,816	10.344%	1.01
Xenia	5.692	4.232%	8.80%	\$605,805	\$12,737,044	\$13,342,849	8.389%	0.88
<b>Totals</b>	<b>134.500</b>	<b>100.000%</b>	<b>100.00%</b>	<b>\$14,314,860</b>	<b>\$144,739,140</b>	<b>\$159,054,000</b>	<b>100.000%</b>	<b>10.000</b>

Note: Engineer's Opinion of Probable Construction Cost is an estimate only and shall not govern the financial obligation of each Member Agency. The full and actual cost incurred by DMWW and CIWW, including interest on debt service, shall be the basis of each Member Agency's financial obligation.

Any capacity made available in the event a Member Agency does not wish to participate in the Saylorville Expansion Project to the extent outlined above shall be distributed among Member Agencies interested in acquiring additional capacity based on the same methodology as outlined in this Schedule IV-8A.

Upon CIWW assumption of any indebtedness incurred for the Saylorville Expansion Project, the above table shall be updated to reflect the full amortized cost of said debt, to be allocated to the Member Agencies in accordance with the schedule above.

**SCHEDULE IV-8B**  
**DMWW INCOMPLETE PROJECTS FOR DESIGNATED WATER SUPPLY**  
**FACILITIES**

**DRAFT Estimated as of 12/31/22 – Amounts and projects expected to change as of**  
**Operational Commencement Date**

Project #	Project Name	Amount
546-440	Roof Replacements/Repairs	\$ 177,000
546-493	MWTP Glass Block Repairs	74,750
546-501	Nitrate Crawl/Clearwell Repair	244,000
546-509	FDTP Safety Showers & Tempering	223,000
546-519	Ops Ctr Storm Water PS Improve	347,000
546-521	DMR Isolation Valve-Parco Sys	264,000
546-532	FD Chemical Bldg Stairwell	39,000
546-533	FD EHL#1 Closed Loop Cooling	217,000
546-534	FD Diesel Gen Closed Loop Cool	155,000
546-535	FD Chemical Bldg Elevator	259,000
546-321	WHL Discharge Header Painting	157,000
546-443	FTP-Filter Media Replacement	720,000
546-495	Fluoride Room Improvements	216,000
546-499	Trmt Basin Reclaiming Program	366,000
546-512	SCADA Network Improvement	1,690,480
546-528	Isolation Clear Well - Gallery	43,500
546-529	EHL Suction Well-Elevate Grade	200,000
546-539	FD VFD High Lift Pumps	387,000
546-540	FD ELL/EHL Flood Protect	287,000
546-541	FD 5kV Switch Gear Controls	585,000
546-543	FD PAC Facility Upgrades	293,500
546-610	FD Filter Plant Rehab	58,000
546-497	Rehab MWTP Radial Collect Wells	1,521,000
546-544	McM HSP Room HVAC Upgrades	119,000
546-545	McM Ferric Chloride Expansion	191,000
546-546	McM Ferric Feed Line Replace	233,000
546-547	McM PAC System	217,000
546-612	SWTP Floor Drain Improve	80,000
<u>975-010</u>	Production Vehicle Replacement (vehicles not yet available)	<u>329,000</u>
Total Estimated Cash To Be Paid by DMWW at Operational Commencement Date		<u>\$ 9,693,230</u>

**SCHEDULE IV-8C**  
**GUIDING PRINCIPLES FOR FUNDING CAPITAL PROJECTS**  
**AND ONGOING O&M COSTS**

These principles are general in nature and should be used to guide cost responsibility decisions for capital projects and related O&M of facilities. Any uncertainty or dispute regarding the appropriate allocation and responsibility of costs shall be referred by the Board to the Technical Committee for review and recommendation. The Board shall make a final decision regarding the funding of capital and O&M costs.

***1. Source and Treatment Expansion Projects (Expansion Capital)***

For projects that increase regional system capacity, the cost of source and treatment improvements will be allocated to Member Agencies based on the 91%/9% formula (outlined in Article V Section 7 and Schedule VI-2 and included here for completeness).

***2. Source and Treatment Maintenance, Repair, and Upgrade (Joint Capital)***

For projects that do not increase regional system capacity, but are necessary to maintain the capacity of existing source or treatment facilities or to upgrade them to meet current standards, the cost of the project will be allocated to Member Agencies through CIWW rates, CIWW reserves, CIWW bond issuance, or other sources of funding available to CIWW (outlined in Article V Section 9 and Schedule VI-2 and included here for completeness).

***3. Core Network Transmission Main Projects***

It shall be the responsibility of the Technical Committee to make the determination as to whether a transmission main project is an expansion capital project or a joint capital project.

- a. Transmission main projects that are constructed as part of an Expansion Project specifically to deliver the expanded capacity to the Core Network where it is needed will have costs allocated to Member Agencies based on the 91%/9% formula, with Member Agencies participating in and purchasing expanded capacity being allocated their share of the 91% based on their allocation of the expanded capacity. These facilities will be owned, operated, and maintained by CIWW.
- b. Transmission main projects that are not constructed as part of an Expansion Project but support the Core Network broadly as determined by the Technical Committee, will have costs allocated to Member Agencies through CIWW rates, CIWW reserves, CIWW bond issuance, or other sources of funding available to CIWW. These facilities will be owned, operated, and maintained by CIWW.
- c. Transmission main projects that deliver capacity to defined Member Agencies and do not support the Core Network more broadly as determined by the Technical Committee, will have 100% of construction costs allocated to Member Agencies receiving capacity through the project based on each Member Agency's proportionate capacity allocation in the project. If the facility serves more than one Member Agency, the facility will be eligible for ownership by CIWW, including capital replacement, operation, and maintenance, once constructed. If a transmission main project originally constructed and

paid for by a single Member Agency becomes a joint use facility in the future, the originally constructing Member Agency will be entitled to compensation for the proportionate share of capacity being allocated to another Member Agency. Such compensation shall be funded and paid for by the Member Agency acquiring such capacity. The portion of the facility which is joint use will then become eligible for ownership by CIWW, including capital replacement, operation, and maintenance costs.

#### ***4. Pumping Stations or Booster Stations Constructed Specifically to Deliver Capacity from an Expansion Project***

Costs will be allocated to Member Agencies based on the 91%/9% formula with 91% being allocated to Member Agencies being served by the facility, based on each Member Agency's proportionate allocated capacity in the facility. The remaining 9% of the total cost of the project shall be allocated to all Member Agencies based on each Member Agency's pro rata share of Allocated Capacity as of the date the Board approves the project. O&M costs for the facility will be paid by these Member Agencies based on their usage of the facility. If the facility serves more than one Member Agency, the facility will be eligible for ownership by CIWW, including capital replacement, once constructed. This section will not apply to redundant or backup facilities.

#### ***5. Pumping Stations or Booster Stations Not related to an Expansion Project***

The full cost of pumping and booster stations unrelated to an Expansion Project will be allocated to the Member Agencies being served by the facility, based on each Member Agency's proportionate allocated capacity in the facility. O&M costs for the facility will be paid by those Member Agencies based on their usage of the facility. If the facility serves more than one Member Agency, the facility will be eligible for ownership by CIWW, including capital replacement, once constructed.

The following chart summarizes these guiding principles:

	Source & Treatment	Transmission (Core Network)	Transmission (Core Network)	Transmission (Non-Core Network) 1 Participant	Transmission (Non-Core Network) 2+ Participants	Pumping Station	Pumping Station 1 Participant	Pumping Station 2+ Participants
Expansion Related	X	X				X		
Non-Expansion Related			X	X	X		X	X
Eligible for CIWW Ownership	X	X	X		X	X		X
Capital Funding Mechanism	91%/9%	91%/9%	Base Extra Capacity Method	100% by Participant only	100% by Participants only	91% by Participants 9% all Member Agencies	100% by Participant only	100% by Participants only
O&M Cost Recovery Mechanism	Base Extra Capacity Method	Base Extra Capacity Method	Base Extra Capacity Method	100% by Participant only	Base Extra Capacity Method	Based on Usage to Participants only	100% by Participant only	Based on Usage to Participants only
Eligible for CIWW Capital Replacement	X	X	X		X	X		X

**SCHEDULE IV-9  
EXISTING AND POTENTIAL TOTAL SERVICE AGREEMENTS**

<b>Member Agency</b>	<b>Total Service Agreement</b>
DMWW	Berwick Water Association, Iowa
	City of Alleman, Iowa
	City of Cumming, Iowa
	City of Pleasant Hill, Iowa
	City of Runnells, Iowa
	City of Windsor Heights, Iowa
	Greenfield Plaza Benefited Water District, Iowa
Warren Water District	St. Charles, Iowa
	Hartford, Iowa
Xenia Rural Water District	City of Bagley
	City of Linden
	City of Menlo
	City of Redfield <sup>1</sup>
	City of Dawson <sup>1</sup>
	City of Yale <sup>1</sup>

**Footnote:**

**1 – Potential future connection**

**SCHEDULE IV-11**  
**EXISTING AND POTENTIAL WHOLESALE RELATIONSHIPS TO BE CONTINUED**  
**TO BE COMPLETED ONCE FOUNDING AGENCIES ARE IDENTIFIED**

<b>Member Agency</b>	<b>Wholesale Relationship</b>
DMWW	Water Development Company
	City of Altoona
	+ List any other wholesale customers that don't join CIWW (Unknown at this time)
Grimes	Water Development Company
Johnston	Camp Dodge
Warren Water District	Milo, Iowa
	Martensdale, Iowa
	Truro, Iowa
	New Virginia, Iowa
	St. Marys, Iowa
	Earlham, Iowa
	River Oaks Development
	Deer Hunters Run Development
	Booneville Mobile Home Park
	Hartford Mobile Home Park
	Patterson Mobile Home Park
Xenia Rural Water District	City of Stuart
	City of Minburn
	City of Jamaica
	City of Dallas Center <sup>1</sup>
	City of DeSoto <sup>1</sup>
	City of Dexter <sup>1</sup>
	Fox Creek Benefited Water District <sup>1</sup>
	Wildwood Estates
	City of Redfield <sup>2</sup>
	City of Dawson <sup>2</sup>
	City of Yale <sup>2</sup>

**Footnotes:**

**1 – Emergency connection only**

**2 – Potential future connection**



## **SCHEDULE IV-14 REGIONAL AQUIFER STORAGE AND RECOVERY (ASR) RULES AND REQUIREMENTS**

The Total ASR capacity and recharge and recovery schedules of CIWW and the Member Agencies, shall be managed by CIWW and the Board to facilitate proper operation of the water production and delivery systems of CIWW and the Member Agencies during periods of ASR facility recharge or recovery and to maximize the benefit of ASR facilities to individual Member Agencies and to the CIWW regional system.

The following initial Rules shall apply to ARR facilities and operations until further action by the Board:

Rule 1. The following ASR capacity limits shall apply to help ensure that available system capacity is adequate to meet ASR facility recharge needs while also allowing for necessary treatment facility and transmission system maintenance and repairs to be completed during ASR facility recharge:

- “ASR Recovery Capacity” of each ASR facility shall mean the maximum daily capacity of water recoverable from the facility expressed in Million Gallons Per Day (MGD).
- Total ASR Recovery Capacity of CIWW and all Member Agencies shall at all times be limited to not more than 20% of the total treatment capacity of CIWW. For example, if CIWW’s total treatment capacity is 120 MGD, total ASR Recovery Capacity shall be limited to 24 MGD. In addition, ASR Recovery Capacity of each Member Agency shall be limited to not more than 50% of its average day water demand.

Rule 2. To ensure treatment capacity adequate for ASR facility recharge, new ASR facilities of Member Agencies constructed after the Effective Date shall require approval by the Board. The Technical Committee shall review all new ASR facility proposals and make recommendations to the Board.

The capacity of existing ASR facilities shall not be increased without prior approval from the Board.

ASR facilities that are abandoned or decommissioned shall not be replaced or recommissioned without prior approval from the CIWW.

Member Agencies whose average day demand is not sufficient to support operation of an ASR facility may collaborate with other Member Agencies to aggregate their average day demand for consideration of a joint ASR facility.

Rule 3. Member Agencies shall coordinate ASR recharge and recovery schedules with CIWW and its operating contractors to ensure adequate capacity is available. CIWW and its operating contractors shall have the right to require changes to recharge and recovery schedules as

necessary to accommodate source water challenges, maintenance and repairs to treatment or transmission facilities, or other operational issues.

Member Agencies shall suspend recharge or to initiate recovery on short notice from CIWW's staff or any of CIWW's operating contractors in response to operational challenges and regional needs.

CIWW does not guarantee Member Agencies that system capacity will be available to completely recharge ASR facilities in any given year.

Rule 4. The following ASR facilities are deemed approved without regard to the Maximums of Rule 1 or further Board Action under Rule 2:

Existing Regional ASR Facilities

	Capacity (MGD)
LP Moon	3.0
Army Post	3.0
McMullen	3.0

Existing Member Agency ASR Facilities

	Capacity (MGD)
Ankeny 1	1.5
Ankeny 2	3.0
Ankeny 3	3.0
Waukee	1.3
Grimes	0.7

Proposed Member Agency ASR Facilities

	Capacity (MGD)
DMWW	3.0
UWU	3.0
WDMWW	3.0

## **SCHEDULE V-2**

### **COSTS PAYABLE TO WATER PRODUCING MEMBER AGENCIES**

Each Water Producing Member Agency shall be paid for its full actual operational costs of providing water supplied to CIWW. Actual operational costs shall be based on the cost principles stated in this Schedule.

Full actual operational costs are defined to be the prudent and necessary costs actually incurred to operate the Designated Water Supply Facilities as defined in this Agreement, including repair, replacement, and other investment required to maintain existing production capacity, as well as related general and administrative expenses. For avoidance of doubt, such costs shall include actual contract costs with third-party contract operators. Excluded from the definition of operational costs are: (a) all debt service; (b) costs incurred by a Water Producing Member Agency for CIWW budgeted CIP capital projects that are otherwise reimbursed to the Water Producing Member Agency by CIWW; (c) all costs related to the Water Producing Member's water distribution network; (d) purchases of inventory (however, the use of inventory may be included as materials & supplies per the below definitions); (e) non-cash charges such as depreciation and amortization expense; and (f) payments or transfers from the Water Producing Member's water utility enterprise to any parent organization or general fund, unless benefit to Water Supply Activity or Designated Water Supply Facilities exists. Water Producing Member Agencies shall categorize their costs as follows:

***Personnel Costs.*** The cost of wages and salaries; local, state, and federal employment taxes; and insurance and benefit costs. Water Producing Member Agencies are required to maintain separate accounts to differentiate between those Personnel Costs incurred in the operations of the Designated Water Supply Facilities from those used in the operation of the Water Producing Member Agency's distribution network.

***Materials and Supplies.*** These costs are tangible items that are used or consumed in the direct operations and maintenance of the Designated Water Supply Facilities. Water Producing Members are required to maintain separate accounts to differentiate between those materials and supplies used in the operations of the Water Supply Facilities from those used in operation of the Member Agency's distribution network.

***Contract Services.*** Any services provided under contract to the Water Producing Member Agency directly related to the operations of the Designated Water Supply Facilities. To the extent contract services may include services for both the Designated Water Supply Facilities and the Water Producing Member Agency's distribution network, the Water Producing Member shall be required to split the contract costs based on a distribution of labor and materials consistent with the contract's scope of work.

***Utilities.*** The cost of electric, water, wastewater, stormwater, telephone, internet, gas or other utility services necessary for the direct operations of the Designated Water Supply

Facilities. Water Producing Member Agencies shall be required to maintain separate accounts to differentiate the utility costs used in the operations of the Designated Water Supply Facilities from those costs incurred to operate the Water Producing Member Agency's distribution network.

***General & Administrative.*** Water Producing Member Agencies shall be allowed to include reasonable general and administrative costs, so long as the Board approves in advance that the methodology of the calculation is appropriate, reasonable, and consistent with other Water Producing Member Agencies, and the Water Producing Member Agency submits supporting accounting documentation of actual costs to justify the G&A expense.

***2% Margin.*** Water Producing Members shall collect a 2% margin on their reimbursable operating costs, including personnel costs, materials and supplies, contract services, utilities, and general and administrative costs.

***Renewal & Replacement.*** The costs of unforeseen, emergency renewal and replacement of capital assets that have not been considered in CIWW Capital Plan, such as the replacement of a pump due to failure and other costs of a similar nature. The Water Producing Member initially incurring the cost of capital replacement shall provide supporting documentation and justification for the capital expense.

During CIWW's budget process for each fiscal year, each Water Producing Member Agency shall submit to CIWW Board a projection of its full actual operational costs for the budget year, along with documentation to demonstrate the distribution of costs between the Water Producing Member Agency's production and distribution facilities. CIWW shall pay the operational costs in seasonally-adjusted monthly installments based on the budgets submitted by the Water Producing Members and approved by CIWW Board. Such payments to Water Producing Member Agencies shall be paid in advance for budgeted expenses to be incurred for the following month on the first business day of each month for that month. Throughout the fiscal year, Water Producing Member Agencies shall report actual operational costs on a quarterly basis to CIWW and identify and explain material fluctuations from projections.

### **True-Up Requirement**

Within 60 days after the close of the fiscal year, full actual operational costs shall be summarized and a true-up amount calculated for each Water Producing Member Agency equal to the total amount previously paid for the year minus the actual amount calculated to be due. Any overpayment shall be refunded by the Water Producing Member Agency to CIWW and any underpayment shall be paid by CIWW to the Water Producing Member Agency. Such amounts shall be paid within twenty-five (25) days of the determination of the amount due.

**SCHEDULE V-3  
CAPACITY ALLOCATIONS**

<b>Member</b>	<b>Maximum Day Demand in Millions of Gallons</b>		
	<b>Five-Year Average Max Day Demand</b>	<b>Reserve Capacity</b>	<b>Initial Capacity</b>
<b>Ankeny</b>	8.589	6.303	14.892
<b>Bondurant</b>	0.907	1.447	2.354
<b>Clive</b>	3.941	0.418	4.359
<b>DMWW</b>	43.381	3.152	46.533
<b>Johnston</b>	5.009	1.640	6.649
<b>Grimes</b>	3.365	3.698	7.063
<b>Norwalk</b>	2.283	1.769	4.052
<b>Polk City</b>	1.216	0.450	1.666
<b>UWU</b>	10.110	3.634	13.744
<b>Warren Water District</b>	2.782	0.418	3.200
<b>Waukee</b>	3.910	3.152	7.062
<b>WDMWW</b>	13.986	3.248	17.234
<b>Xenia</b>	2.862	2.830	5.692
<b>Total</b>	102.341	32.159	134.500

In addition to the capacity allocations above, there may be an additional 2 MGD of capacity constructed by a Water Producing Member Agency within approximately the first five years after the Operational Commencement Date, to be offered to all interested Member Agencies based on a pro-rata allocation of each Member Agency's best estimates of future water requirements and demand as reported to the Technical Committee for Long Range Planning under Article VII Section 3.

## **SCHEDULE V-5**

### **CHARGES FOR FUTURE CAPACITY ALLOCATIONS**

This Schedule describes the methodology for determining payments for Allocated Capacity by New Member Agencies under Section 4 of Article V.

Step 1: Determine the Total Capacity Requirements as described in Article V, Section 3.

Step 2: Multiply the Total Capacity Requirement by the Incremental Unit Cost of Capacity, which shall be determined as follows:

$$\text{Incremental Unit Cost} = \text{Expansion Cost} / \text{Expanded Capacity}$$

Where:

Expansion Cost is the total cost of capital projects in the CIWW Long Range Plan identified as expansion-related only. Expansion Costs will exclude the cost of any project to meet non-expansion needs including but not limited to: renewal and replacements, upgrades, maintenance, acquisition or construction of assets with useful lives less than 10 years, regulatory projects, and acquisition or construction of administrative facilities. Expansion costs will be expressed in current-year dollars.

Expanded Capacity is the difference between the projected total capacity of the CIWW Water Supply Facilities upon completion of the expansion projects identified in the CIWW Long Range Plan and the current production capacity. If the CIWW Long Range Plan does not include expansion related costs for production capacity, costs for the most recently constructed production facilities, adjusted by an industry accepted construction cost index, shall be used.

## SCHEDULE VI-2 MANDATORY RATE PRINCIPLES

CIWW will conduct an annual Cost of Service Study and allocate operation and maintenance (O&M) and capital costs to Member Agencies based on widely accepted industry cost allocation and rate making principles as set forth in the American Water Works Association's (AWWA) M-1 Manual "*Principles of Water: Rates, Fees, and Charges.*" CIWW costs include and are defined as:

1. ***Operations & Maintenance ("O&M")*** - Prudent and necessary costs to operate and maintain source of supply, treatment, pumping, and transmission facilities, as well as applicable efforts related to customer service and general and administrative expenses. O&M costs also include adjustments to operating reserves necessary to maintain appropriate levels of working capital consistent with CIWW financial policies as approved by the Board of Directors.
2. ***Joint Capital Projects*** – Joint Capital Projects shall include any project to maintain, repair, update, or improve any applicable facility that does not expand its capacity.
3. ***Shared Capacity Expansion Projects*** – Capital cost of assets and expansions constructed to meet regional growth in water demands common to all Member Agencies. Nine percent (9%) of projected expansion costs are allocated as Shared Capacity Expansion costs
4. ***Allocated Capacity Expansion Projects*** – Capital cost of assets constructed to meet Member Agency-specific growth projections and water demands. Ninety-one percent (91%) of projected expansion costs are allocated as Allocated Growth costs.

### COST ALLOCATION REQUIREMENTS

Cost allocation shall be based on the "Base Extra-Capacity" method as described in the AWWA M1 Manual, which recognizes four primary cost components: base costs, extra-capacity costs, customer costs, and fire protection costs. CIWW costs shall be assigned to the four cost components as follows:

- Base Costs (\$/Million Gallons) shall include all O&M, Joint Capital and Shared Growth costs incurred in producing the volumes of water delivered to Member Agencies up to average-daily demand levels. Base costs shall be uniform for all Member Agencies and expressed as a cost per unit of volume delivered by CIWW with reasonable allowances for water losses determined per Schedule VI-3.
- Extra-Capacity Costs (\$/MGD) shall include all O&M, Joint Capital and Shared Growth costs incurred in producing and delivering volumes of water in excess of average-daily demand levels. Extra-capacity costs shall be uniform for all Member Agencies and expressed as a cost per unit of demand.
- Customer Costs include costs directly related to serving customers, including meter reading, billing, and related services. Based on the immateriality of these costs to CIWW as a wholesale provider of water, such costs shall be included in Base Costs.



- Fire protection costs are not relevant to the operations of CIWW. Fire protection is instead a design requirement for local distribution systems and therefore the responsibility of individual Member Agencies.
- Member Agency Specific Expansion Costs (fixed \$/period) shall include all costs related to Allocated Growth. Member Agency specific expansion costs shall be unique to individual Member Agencies and allocated to them based on their respective Growth Allocations and billed to Member Agencies as a fixed amount per period (e.g., month or year).

## WATER RATE REQUIREMENTS

Water rates charged to Member Agencies shall include a volume rate that recovers the Base Costs, a fixed monthly charge to recover the Extra-Capacity Costs, and a separate monthly fixed charge to recover the Member Agency Specific Expansion Costs. The following table illustrates the calculation of unit costs, which are then multiplied by the Member Agency's units of service to determine the billable charges.

<b>Cost / Expenditure Description</b>	<b>Base Costs</b>	<b>Extra-Capacity Costs</b>	<b>Allocated Capacity Costs</b>	<b>Member Agency Specific Expansion Costs</b>
<b>Allocated Based on:</b>	<b>Average Day</b>	<b>Maximum Day</b>	<b>Allocated System Capacity</b>	<b>Pro rata Share of Growth</b>
Variable Costs of Operating Leases	<b>X</b>			
Fixed Costs of Operating Leases	<b>X</b>	<b>X</b>		
CIWW Organizational Costs	<b>X</b>	<b>X</b>		
Joint Capital Debt Service	<b>X</b>	<b>X</b>		
Joint Capital Cash Funding	<b>X</b>	<b>X</b>		
Shared Expansion Debt Service (9%)			<b>X</b>	
Shared Expansion Cash Funding (9%)			<b>X</b>	
Allocated Expansion Debt Service (91%)				<b>X</b>
Allocated Expansion Cash Funding (91%)				<b>X</b>
<b>Totals</b>	<b>\$XX</b>	<b>\$XX</b>	<b>\$XX</b>	<b>\$XX</b>
<b>Units</b>	<b>Total CIWW Volume Projected to be Produced for the year in MG</b>	<b>Total of Member Agencies' 5-year average MDD in MGD</b>	<b>Total of Member Agencies' Allocated Capacity in MGD</b>	<b>Member Agency Specific</b>
<b>Unit Cost</b>	<b>\$ / MG</b>	<b>\$ / MGD</b>	<b>\$ / MGD</b>	<b>\$ / Month</b>
<b>Charge Type</b>	<b>Variable</b>	<b>Fixed</b>	<b>Fixed</b>	<b>Fixed</b>

	<b>Uniform cost per unit applicable to all Member Agencies</b>	<b>Specific to each Member Agency</b>	<b>Specific to each Member Agency</b>

Extra-Capacity costs must be allocated between Base (average-daily demand) and Extra-Capacity (demands above average-day). The split between the two is determined mathematically as follows:

- Average Day Demand (Base) = total water deliveries to all Member Agencies together with allowances for water losses pursuant to Schedule VI-3, divided by 365 days (leap years will be ignored for this calculation).
- Maximum Day Demand (MDD) = 5- year average of non-coincident maximum daily water delivery to all Member Agencies.
- Extra-Capacity Demand (Extra-Capacity) = Maximum Day Demand minus Average Day Demand.

For illustration purposes only. Assume the average-day demand is 100 MGD and the Maximum Day Demand is 250 MGD. The allocation of costs between Base and Extra-Capacity components would be calculated as follows:

	<b>Base</b>	<b>Extra Capacity</b>	<b>Total</b>
<b>System Demand</b>	<b>100 MGD</b>	<b>150 MGD</b>	<b>250 MGD</b>
<b>% Allocation</b>	<b>40%</b> <b>(100 / 250)</b>	<b>60%</b> <b>(150 / 250)</b>	<b>100%</b> <b>(250 / 250)</b>

Charges for individual Member Agencies will be calculated as follows and billed monthly:

- Volume Charges: The Base Cost per unit x the Member Agency's volume as determined pursuant to Article VI, Section 3.
- Extra-Capacity Charges: The cost per MGD x the Member Agency's MDD, divided by 12 months.
- Allocated Capacity Costs: The cost per MGD x the Member Agency's allocated capacity, divided by number of periods.
- Member Specific Expansion Charges: The monthly cost of expansion specific to the Member divided by number of periods.

**SCHEDULE VI-3**  
**ASSUMPTIONS USED TO ESTIMATE VOLUME OF UNMETERED WATER USED**  
**MEMBER AGENCIES**

The following calculation illustrates the methodology to calculate estimated annual water loss attributable to the Water Distribution Facilities of DMWW. Such calculation is provided for illustrative purposes only and shall be performed on an annual basis using the most recently available pumpage and metering data. The annual amount attributable to DMWW shall be divided into twelve (12) equal monthly installments and added to the monthly billings to be paid by DMWW.

		<u>Test Year</u> <u>(kgals)</u>
<b>DMWW System Total Production</b>	<b>A</b>	<b>19,500,000</b>
<b>Water Billed to Member Agencies Excluding DMWW</b>	<b>B</b>	<b>9,600,000</b>
<b>DMWW Production Water Usage - Regional Water</b>		
Metered - Water Used in Regional Water Treatment & Regional Facilities		185,000
Unmetered - Estimated 0.5% of Total Production	A * 0.50%	97,500
<b>DMWW Total Water Used in Production - Regional Water</b>	<b>C</b>	<b>282,500</b>
<b>Water Metered to DMWW</b>		
Metered - Water Billed to DMWW Retail and Full Service Customers		7,500,000
Metered - Water Used at DMWW Facilities		1,000
Metered - Free Water Given to Cities served by DMWW		150,000
Metered - Free Water Under Contract (e.g., Greater DM Botanical Garden)		5,000
<b>Total Retail Consumption Billed to DMWW</b>	<b>D</b>	<b>7,656,000</b>
<b>Unmetered Water Attributed to DMWW</b>		
Unmetered - Estimated 1.25% used in Firefighting, Flushing, etc.	E (A-B-C) * 1.25%	<b>120,219</b>
<b>Total Accounted for Water in DMWW System</b>	<b>F B + C + D + E</b>	<b>17,658,719</b>
<b>Total Unaccounted for Water in DMWW System</b>	<b>G A - F</b>	<b>1,841,281</b>
<b>Allocation of Unaccounted for Water Based on Inch-Feet of Pipe</b>		
Percentage of Loss Assigned to DMWW Distribution Mains	H	72%
Percentage of Loss Assigned to Core Network Mains	I	28%
<b>Allocated Lost Water in DMWW Distribution Mains</b>	<b>J G * H</b>	<b>1,329,085</b>
<b>Allocated Lost Water in Core Network Mains</b>	<b>K G * I</b>	<b>512,196</b>
<b>Total Unaccounted for Water - DMWW System</b>	<b>Check:</b>	<b>1,841,281</b>
<b>Total Unmetered and Unaccounted for Water Attributed to DMWW</b>	<b>E + J</b>	<b>1,449,304</b>

The annual "Total Unmetered and Unaccounted for Water Attributed to DMWW" shall be divided into twelve (12) equal monthly installments and added to DMWW's metered billings.

## **SCHEDULE VI-5 CHARGES FOR EXCESS CONSUMPTION**

All Member Agencies of CIWW will, at all times, have a defined Allocated Capacity attributed to them. Each Member Agency's Allocated Capacity is the maximum amount of water CIWW is obligated to deliver during a single day. Any water delivered to a Member Agency in excess of its Allocated Capacity on more than three (3) non-consecutive or consecutive days in any given calendar year shall be subject to additional charges referred to as Capacity Lease Charges. For the purposes of this Schedule, a day is the 24-hour period commencing at 12:00 am.

1. Determine if Member Agency has Excess Consumption for Year. This is calculated as the total maximum volume of water delivered during any day during the Calendar Year, less the Member Agency's then-current Allocated Capacity. If the Member Agency has three or fewer days with Excess Consumption, additional charges do not apply. Excess Consumption for more than three days results in Capacity Lease Charges as outlined below in Sections A or B.

***Example 1:** Member X's Allocated Capacity is 5 MGD and received the following highest daily gallons of consumption (in ascending order):*

- 5,100,000 gallons
- 5,500,000 gallons
- 6,000,000 gallons

*Because there are no more than three days with Excess Consumption over the Member Agency's Allocated Capacity, additional charges do not apply.*

***Example 2:** Member X's Allocated Capacity is 5 MGD and received the following highest daily gallons of consumption (in ascending order):*

- 5,100,000 gallons
- 5,500,000 gallons
- 6,000,000 gallons
- 6,100,000 gallons

*There are more than three days over the Member Agency's Allocation Capacity, so Capacity Lease Charges shall apply. Excess Consumption of 1.1 MGD is based on the highest volume of water received in a day during the Calendar Year (6.1 MGD – 5.0 MGD Allocated Capacity).*

2. Calculate Capacity Lease Charges. Member Agencies receiving CIWW deliveries of Excess Consumption are subject to a lease of the surplus capacity made available by CIWW from the Allocated Capacity of other Member Agencies.

A. Prior to the Saylorville Water Treatment Plant 10 MGD expansion being fully constructed and operational (estimated to be in 2027), the lease payment is the sum of two components:

- i. Return on Invested Capital. The return on capital shall be calculated as the then-current net book value (the original cost less accumulated depreciation) of CIWW Water Supply Facilities multiplied by a rate of return of 8%, divided by the total Allocated Capacity of all CIWW Member Agencies, times the Excess Consumption determined in Step 1.

*Example: The total book value of Water Supply Facilities is \$144 million and the total of all Member Agencies' Allocated Capacities is 134.5 MGD; the charge for return on invested capital is:  $\$144M \times 8\% / 134.5 \text{ MGD} \times 1.1 \text{ MGD} = \$94,216$ .*

- ii. Depreciation. The annual depreciation expense of the CIWW Water Supply Facilities divided by the total Allocated Capacity of all CIWW Member Agencies.

*Example: The annual depreciation expense on Water Supply Facilities is \$10 million with total Allocated Capacity of 134.5 MGD; the charge for depreciation is:  $\$10M / 134.5 \text{ MGD} \times 1.1 \text{ MGD} = \$81,784$ .*

*Total Capacity Lease Charge for 1.1 MGD of Excess Consumption =  $\$94,216 + \$81,784 = \$176,000$*

B. Beginning with the first full Calendar Year after the commissioning of the Saylorville Water Treatment Plant 10 MGD expansion, the Capacity Lease Charges shall be calculated as follows:

- i. The Capacity Lease Charges shall be based on the then-current total annual debt service of CIWW related to treatment capacity projects, or if no debt service for treatment capacity projects exist, the average annual debt service of the most recent capacity expansion adjusted for a reasonable cost index, such as the Engineering News Record Construction Cost Index (ENR CCI).

*Example: The total annual debt service is \$10 million for a 10 MGD expansion; the Capacity Lease Charge is:  $\$10M / 10 \text{ MGD} \times 1.1 \text{ MGD} = \$1,100,000$*

3. Calculate annually and bill Member Agency(ies). The above calculation shall be completed for each Member Agency for each Calendar Year the Member Agency receives more than three days of Excess Consumption over its Allocated Capacity. Amounts will be determined retroactively based on meter readings as they are made available to CIWW. All charges computed under this Schedule are a one-time charge and shall be billed to the Member

Agencies separately from all other charges for service and shall be due and payable within 25 business days of receipt.

4. Allocate Capacity Lease Charge Receipts. Receipts from the Capacity Lease Charge shall be allocated to the Member Agencies that had no Excess Consumption for the same Calendar Year in proportion to their surplus as follows:

- a. Determine Member Agency Surplus. This is calculated as the difference between the Member Agency's max-day demand during the Calendar Year and its Allocated Capacity.

***Example:** The Member Agency has an Allocated Capacity of 6 MGD and the maximum day demand for the Calendar Year was 4 MGD; the surplus is 2 MGD.*

- b. Sum the Surplus for All Applicable Member Agencies. Calculate the surplus capacity for all Member Agencies for the Calendar Year and sum the total. Ignore all negative values.

***Example:** The total of all surpluses after repeating Step 4a for all Member Agencies is 10 MGD.*

- c. Distribute the total Capacity Lease Charges for the Calendar Year proportionately. Divide each Member Agency's surplus by the total surplus for the year, and multiply by the total lease payment received.

***Example:** A Member Agency had a surplus of 2MGD out of 10MGD total, or 20%. The lease payment was \$1,100,000; the Member Agency receives 20% of the payment, or \$220,000.*

**SCHEDULE XII-3**  
**EXCEPTIONS TO PREMIUM PROVISION FOR NEW MEMBER AGENCIES**

- The City of Van Meter, Iowa has expressed a desire to join this Agreement but is not included in the DMWW 2017 Long Range Plan and CIWW has no current physical ability to provide service to such entity thus its joinder at the time of the execution of the Agreement is not considered practical. For a period of five (5) years from the Operational Commencement Date, the City of Van Meter will not be subject to the premium set forth in Article XII, Section 3 if it is subsequently admitted as Member Agency. All other terms set forth in this Agreement apply.
  
- The Iowa Regional Utilities Association has expressed a desire to join this Agreement but is not included in the DMWW 2017 Long Range Plan and CIWW has no current physical ability to provide service to such entity thus its joinder at the time of the execution of the Agreement is not considered practical. For a period of five (5) years from the Operational Commencement Date, the Iowa Regional Utilities Association will not be subject to the premium set forth in Article XII, Section 3 if it is subsequently admitted as Member Agency. All other terms set forth in this Agreement apply.



**SCHEDULE XIII-1  
ASSET TRANSFER TERMS**

**THIS CALCULATION HAS BEEN UPDATED TO REFLECT: (1) FOUNDING AGENCIES ONLY, (2) FIVE-YEAR AVERAGE MAXIMUM DAY DEMANDS AS OF THE LAST FULL CALENDAR YEAR PRIOR TO THE EFFECTIVE DATE PER SCHEDULE I-2B, AND (3) UPDATED BOOK VALUES OF WATER SUPPLY FACILITIES AND PURCHASED CAPACITY UP TO THE OPERATIONAL COMMENCEMENT DATE THEREFORE, AMOUNTS SHOWN ARE NOT FINAL.**

**Consideration for Transfer**

The consideration to be paid to and from Founding Agencies for assets transferred to CIWW shall be computed as of the Operational Commencement Date based on a financial model and calculation as outlined below in Steps 1-6:

**Step 1: Determine Financial Investment by Founding Agency in Designated Water Supply Facilities (Transferred Assets)**

- (a) Each Founding Agency with purchased capacity in DMWW's Core Network is credited with the book value of its purchased capacity investment, after applying straight line amortization.
- (b) Each Water Producing Member Agency is credited with the book value of its Designated Water Supply Facilities (reduced by the principal amount of any outstanding obligations which financed the Transferred Assets which are assumed by CIWW\*) after applying straight line depreciation, transferring to CIWW as defined in Schedule IV-6.
- (c) The combination of a) and b) is each Founding Agency's financial investment in the Designated Water Supply Facilities.

Founding Agency	Amortized Net Book Value in DMWW Assets	Net Book Value of Other Owned Capacity	Financial Investment in Designated Water Supply Facilities
Ankeny	\$8,151,000	\$0	\$8,151,000
Bondurant	\$907,500	\$0	\$907,500
Clive	\$7,078,500	\$0	\$7,078,500
DMWW	\$141,877,999	\$0	\$141,877,999
Johnston	\$0	\$0	\$0
Grimes	\$0	\$5,302,158	\$5,302,158
Norwalk	\$1,099,313	\$0	\$1,099,313
Polk City	\$503,250	\$0	\$503,250
UWU	\$12,237,500	\$870,900	\$13,108,400
Warren Water District	\$1,785,520	\$0	\$1,785,520
Waukee	\$3,212,715	\$0	\$3,212,715
WDMWW	\$10,450,203	\$19,101,092	\$29,551,295
Xenia	\$1,747,383	\$0	\$1,747,383
<b>Totals</b>	<b>\$189,050,882</b>	<b>\$25,274,150</b>	<b>\$214,325,032</b>

\*Anticipated Outstanding Obligations which may be assumed by CIWW, financing certain Transferred Assets:

		<u>Original Issued</u>	<u>Outstanding on 1/1/2025</u>
West Des Moines Water Works	Series 2017	\$3,477,000	\$2,413,000
Grimes	Series 2013	\$2,147,018.83	\$1,051,000
Grimes	Series 2016	\$561,555.98	\$363,000
Grimes	Series 2019-1	\$3,872,355	\$3,004,000
Grimes	Series 2019-3	\$1,539,596	\$1,203,000
Grimes	Series 2020	<u>\$21,990,000</u>	<u>\$19,607,000</u>
		\$33,587,525	\$27,641,000

## Step 2: Determine Total Owned Capacity by Founding Agency

- Each Founding Agency with purchased capacity in DMWW's Core Network is credited with the capacity purchased in MGD.
- Each Water Producing Member Agency is credited with the capacity of its Designated Water Supply Facilities transferring to CIWW as defined in Schedule IV-6.
- The combination of a) and b) is each Founding Agency's Total Owned Capacity (MGD) in the Designated Water Supply Facilities.
- The aggregate Total Capacity of the Designated Water Supply Facilities is 134.5 MGD.

Founding Agency	MGD Capacity in DMWW	Other Owned Capacity	Total Owned Capacity
Ankeny	8.28		8.28
Bondurant	1.20		1.20
Clive	6.98		6.98
DMWW	65.81		65.81
Johnston	0.00		0.00
Grimes	0.00	5.20	5.20
Norwalk	1.97		1.97
Polk City	0.60	0.30	0.90
UWU	15.30	0.00	15.30
Warren Water District	3.25		3.25
Waukeee	3.69		3.69
WDMWW	8.97	10.00	18.97
Xenia	2.95		2.95
<b>Totals</b>	<b>119.00</b>	<b>15.50</b>	<b>134.50</b>

### Step 3: Determine Cost of Capacity Used by Founding Agency

- a) Identify each Founding Agency's Historic Maximum Day Utilization of Capacity, or its five-year average Maximum Day Demand (MDD), as defined in Schedule I-2B.
- b) Calculate the weighted average cost of used capacity per MGD by Founding Agency
  - i. Determine the Book Value per MGD for each Water Producing Member Agency. Wholesale customers of DMWW who purchase 100% of their water supply from DMWW are assigned DMWW's Book Value per MGD. Book value per MGD is summarized below:

	Net Book Value	MGD	NBV/MGD
<b>DMWW/Others</b>	\$189,050,882	119.00	\$1,588,663
<b>Grimes</b>	\$5,302,158	5.20	\$1,019,646
<b>Polk City</b>	\$0	0.30	\$0
<b>Urbandale Water</b>	\$870,900	0.00	\$0
<b>WDMWW</b>	\$19,101,092	10.00	\$1,910,109
<b>Average</b>	\$214,325,032	134.50	\$1,587,020

- ii. Determine the percentage of capacity by source for each Water Producing Member Agency and Founding Agency.
  - iii. Multiply the Book Value per MGD in step i). by the percentage of capacity source in step ii).
- c) Multiply the Five-Year Average Maximum Day Demand in step a) by the weighted average cost of capacity to determine the Total Cost of Used Capacity.

Founding Agency	Weighted DMM	Weighted Other	NBV/MGD	Other Owned Capacity	Weighted Average Cost per MGD	Capacity Used 5 year Avg MDD	Cost of Used Capacity
Ankeny	100%	0%	\$1,588,663	-	\$1,588,663	8.589	(\$13,645,027)
Bondurant	100%	0%	\$1,588,663	-	\$1,588,663	0.907	(\$1,440,917)
Clive	100%	0%	\$1,588,663	-	\$1,588,663	3.941	(\$6,260,921)
DMWW	100%	0%	\$1,588,663	-	\$1,588,663	43.381	(\$68,917,790)
Johnston	100%	0%	\$1,588,663	-	\$1,588,663	5.009	(\$7,957,613)
Grimes	0%	100%	\$1,588,663	\$1,019,646	\$1,019,646	3.365	(\$3,431,109)
Norwalk	100%	0%	\$1,588,663	-	\$1,588,663	2.283	(\$3,626,918)
Polk City	67%	33%	\$1,588,663	\$0	\$1,059,109	1.216	(\$1,287,877)
UWU	100%	0%	\$1,588,663	\$0	\$1,588,663	10.11	(\$16,061,383)
Warren Water District	100%	0%	\$1,588,663	-	\$1,588,663	2.782	(\$4,419,660)
Waukee	100%	0%	\$1,588,663	-	\$1,588,663	3.91	(\$6,211,672)
WDMWW	47%	53%	\$1,588,663	\$1,910,109	\$1,758,113	13.986	(\$24,588,968)
Xenia	100%	0%	\$1,588,663	-	\$1,588,663	2.862	(\$4,546,754)
<b>Totals</b>						102.341	(\$162,396,609)

#### Step 4: Determine the Book Value of Reserve Capacity by Founding Agency

- a) Net the Financial Investment in Designated Water Supply Facilities in Step 1 with the Cost of Capacity Used in Step 3(c) to calculate the Book Value of Reserve Capacity.

Founding Agency	Financial Investment in Designated Water Supply Facilities	Cost of Used Capacity	Book Value of Reserve Capacity
Ankeny	\$8,151,000	(\$13,645,027)	(\$5,494,027)
Bondurant	\$907,500	(\$1,440,917)	(\$533,417)
Clive	\$7,078,500	(\$6,260,921)	\$817,579
DMWW	\$141,877,999	(\$68,917,790)	\$72,960,209
Johnston	\$0	(\$7,957,613)	(\$7,957,613)
Grimes	\$5,302,158	(\$3,431,109)	\$1,871,049
Norwalk	\$1,099,313	(\$3,626,918)	(\$2,527,606)
Polk City	\$503,250	(\$1,287,877)	(\$784,627)
UWU	\$13,108,400	(\$16,061,383)	(\$2,952,983)
Warren Water District	\$1,785,520	(\$4,419,660)	(\$2,634,140)
Waukee	\$3,212,715	(\$6,211,672)	(\$2,998,957)
WDMWW	\$29,551,295	(\$24,588,968)	\$4,962,327
Xenia	\$1,747,383	(\$4,546,754)	(\$2,799,371)
<b>Totals</b>	<b>\$214,325,032</b>	<b>(\$162,396,609)</b>	<b>\$51,928,423</b>

#### Step 5. Assign Remaining Reserve Capacity

- a) After capacities have been assigned to Founding Agencies, there remains 32.159 MGD in system capacity that needs to be assigned to the Founding Agencies (134.5 MGD less 102.34 MGD assigned to Founding Agencies in Step 3).
- b) Proportionately allocate the remaining Reserve Capacity of 32.159 MGD to the Founding Agencies based on each Founding Agency's pro rata share of projected regional growth through the year 2034 as outlined in the DMWW 2017 Long Range Plan.
- c) Calculate the cost per MGD of reserve capacity (\$51,928,423) in Step 4 divided by 32.159 MGD = \$1,614,740 per MGD) and multiply this by each Founding Agency's MGD allocation of Reserve Capacity to determine each Founding Agency's Value of Additional Reserve Capacity.

Founding Agency	Allocated Growth %	Allocation of Reserve Capacity	Average Cost per MGD	Value of Additional Allocated Reserve Capacity
Ankeny	19.60%	6.303	\$1,614,740	(\$10,177,971)
Bondurant	4.50%	1.447	\$1,614,740	(\$2,336,779)
Clive	1.30%	0.418	\$1,614,740	(\$675,070)
DMWW	9.80%	3.152	\$1,614,740	(\$5,088,985)
Johnston	5.10%	1.640	\$1,614,740	(\$2,648,350)
Grimes	11.50%	3.698	\$1,614,740	(\$5,971,769)
Norwalk	5.50%	1.769	\$1,614,740	(\$2,856,063)
Polk City	1.40%	0.450	\$1,614,740	(\$726,998)
UWU	11.30%	3.634	\$1,614,740	(\$5,867,912)
Warren Water District	1.30%	0.418	\$1,614,740	(\$675,070)
Waukee	9.80%	3.152	\$1,614,740	(\$5,088,985)
WDMWW	10.10%	3.248	\$1,614,740	(\$5,244,771)
Xenia	8.80%	2.830	\$1,614,740	(\$4,569,701)
<b>Totals</b>	100.000%	32.159		(\$51,928,423)

#### Step 6: Determine Net Position by Founding Agency

Add the Book Value of Reserve Capacity in Step 4 with the dollar value of additional allocated reserve capacity in Step 5 to determine the Net Position by Founding Agency. The Net Position is the amount each Founding Agency pays or receives for the transfer of assets. A positive Net Position reflects amounts owed to the Founding Agencies and a negative Net Position reflects amounts owed from the Founding Agency.

Founding Agency	Book Value of Reserve Capacity	Value of Additional Allocated Reserve Capacity	Net Position
Ankeny	(\$5,494,027)	(\$10,177,971)	(\$15,671,998)
Bondurant	(\$533,417)	(\$2,336,779)	(\$2,870,196)
Clive	\$817,579	(\$675,070)	\$142,509
DMWW	\$72,960,209	(\$5,088,985)	\$67,871,223
Johnston	(\$7,957,613)	(\$2,648,350)	(\$10,605,963)
Grimes	\$1,871,049	(\$5,971,769)	(\$4,100,720)
Norwalk	(\$2,527,606)	(\$2,856,063)	(\$5,383,669)
Polk City	(\$784,627)	(\$726,998)	(\$1,511,625)
UWU	(\$2,952,983)	(\$5,867,912)	(\$8,820,895)
Warren Water District	(\$2,634,140)	(\$675,070)	(\$3,309,210)
Waukee	(\$2,998,957)	(\$5,088,985)	(\$8,087,942)
WDMWW	\$4,962,327	(\$5,244,771)	(\$282,444)
Xenia	(\$2,799,371)	(\$4,569,701)	(\$7,369,072)
<b>Totals</b>	\$51,928,423	(\$51,928,423)	\$0

### **Sources of Funding**

Each Founding Agency in a net deficit position shall be responsible to pay the amount owed to CIWW using its own cash or financing. CIWW shall act as the disbursing agent for payments to the Founding Agencies in net positive positions.

### **Timing of Funding**

The above table represents asset book values as of January 1, 2023. It does not include asset additions or annual depreciation subsequent to January 1, 2023, and as such, reflects only an estimate of the net position of each Founding Agency. Asset book values and other components of the true-up formula will be updated as of the Operational Commencement Date within 4 months of the Operational Commencement date. The net deficit position from any Founding Agency shall be paid in a lump sum within 12 months of the Operational Commencement Date, or a Founding Agency may elect to pay according to a payment plan with terms mutually acceptable to the Founding Agency that are owed amounts.

### **Construction in Progress**

To the extent a Water Producing Member Agency has Construction In Progress at the Operational Commencement Date, the partially constructed asset(s) and any indebtedness associated with the Construction In Progress, shall be considered in the asset transfer true-up calculation as outlined above.

**Transfer Terms**

Assets shall be transferred “as is” and in place pursuant to documents as described in Schedule IV-6. Each Member Agency transferring Designated Water Supply Facilities shall retain risk of loss until the Operational Commencement Date or Asset Transfer is completed, whichever is later.

**Title to Be Transferred**

The assets to be transferred and any related interest in each asset shall be as set forth in Schedule IV-6 pursuant to documents as described therein.

**Condition Precedent**

The transfer by each Water Producing Member Agency shall be subject to the condition precedent that CIWW shall have previously entered into an Operating Contract as provided by Article V, Section 1.

**Other Terms**

The transfer shall become effective on the Operational Commencement Date by exchange of deeds, leases, assignment, easements or other transfer documents in form and substance acceptable to counsel for CIWW and each of the transferring parties and approved as part of this Agreement. No title insurance or title guaranty shall be required.



**SCHEDULE XIV-2**  
**INITIAL ADMINISTRATIVE SUPPORT SERVICES AND COMPENSATION**

In lieu of hiring full- or part-time staff to provide administrative functions to CIWW, the CIWW Board may at any time, in its sole discretion, contract with an independent third party contractor or one or more Member Agencies to provide administrative support services including but not limited to: meter reading and meter reading administration; preparing monthly wholesale billing statements for Member Agencies; facilitating meetings and providing administrative support, including scheduling meetings, preparing and compiling agendas, minutes, and other materials for the CIWW Board and other meetings; creating presentations; processing payroll and administering employee benefits for CIWW employees; performing accounts payable functions, including maintaining vendor files, processing vendor invoices, interacting with vendors as necessary, and other related functions; purchasing functions, including sourcing vendors and negotiating competitive quotes and sealed bids for materials and services, and providing inventory and warehousing functions; maintaining accounting records and preparing monthly financial statements and management reports as requested by the Board; other administrative services as requested and agreed upon by the parties.

If a Member Agency provides such services, the compensation for services shall be based on actual labor rates loaded with a reasonable factor for employee benefits and overhead costs to capture reasonable and appropriate ancillary costs such as occupancy, depreciation, corporate insurance, and other similar costs that would be incurred by an independent third party contractor and included in pricing of services; plus any out-of-pocket expenses including, materials and supplies, travel, mileage and other similar costs. A service contract shall be executed to document the agreement between the parties.

**SCHEDULE XIV-3**  
**THIRD PARTY FINANCIAL ADVISOR SCOPE**

CIWW intends to hire one or more qualified professionals as third party financial advisor(s) to provide strategic financial planning and advisory services including but not limited to: facilitate CIWW long-range financing strategy, particularly with respect to its capital improvement program; facilitate an annual budget; complete an annual Cost of Service study and make rate recommendations to the CIWW board; evaluate bond markets, make recommendations, and oversee all aspects of debt management policy and bond issuances or alternative financing, including analyses of financing alternatives, evaluations of underwriter and bond counsel proposals, and oversee financing structure including pricing, maturity schedules, bond covenants, ratings and rating agency presentations; oversee investments of bond reserve and operating reserve funds; oversee a corporate insurance program; maintain accounting records and prepare monthly financial statements and management reports as requested by the Board; facilitate the annual audit; work with Member Agency subject matter experts to prepare demand and population projections as needed for capital projections; confer, consult, and coordinate with financial staff of Water Producing Member Agencies and other contractors of CIWW to obtain and compile necessary financial information to conduct business for CIWW or communicate information to Member Agencies and other stakeholders; make presentations to and attend CIWW or Member Agency Board meetings as needed; provide other financial services as requested.

## SCHEDULE XV-2 TIMELINE FOR CAPITAL PLANS AND BUDGET

January - June

	January	February	March	April	May	June
C I P	M e m b e r s	Water Producers finalize 5 Yr CIP & Communicate CIP to CIWW			5 YR CIP Plan Approved/Rec'd & Filed by Water Producers	
	C I W W		CIWW drafts 5-Year CIP	CIWW 5-YR CIP presented to Long Range Planning and CIP CIWW Committee	CIWW- 5-YR CIP approved by CIWW Board	
B U D G E T	M e m b e r s	Water Producers provide final prior year costs to CIWW			Water Producers DRAFT Operational Budgets	Water Producers REVIEW Operational Budgets
	C I W W	Calculate CIWW Flows for Jan - Dec of prior year; Finalize Max Day and calculate excess consumption reconciliation (Max Day and excess consumption analysis can generally be started in prior Oct - Nov)	CIWW Technical Committee Approves Capacity Calculations/Flows; CIWW calculates Producer True Up Reconciliation			

## July – December

	July	August	September	October	November	December
C I P	M e m b e r s					
	C I W W					
B U D G E T	M e m b e r s	Water Producers BALANCE Operational Budgets; Water Producers COMMUNICATE Operational Budgets to CIWW	Water Producer Operational & Capital Budgets Adjusted for CIWW Information and finalize retail rates	Water Producer Finance Committees REVIEWS Operational & Capital Budgets and Rates	DNMWW Budget Public Hearing & Board Approval	WDMWW Budget Public Hearing & Board Approval; Budget Received and Filed by WDM/DSM City council
	C I W W	CIWW Operational & Capital DRAFT Budgets; CIWW Communicates Operating and Capital Budgets, and Rates to Members		CIWW Budget presented to CIWW Board w/justification	CIWW Budget Hearing & Board Approval; Identify current year Max Day; Begin current year excess consumption reconciliation calculated	

## SCHEDULE XVII INITIAL ANTICIPATED CAPITAL PROJECTS

LRP Project Number	Project Name	Project OPC (2023 Dollars)
SU-25-01	Saylorville WTP Raw Water Supply for 10 MGD MF/RO Expansion	\$52,400,000
TR-25-01	Saylorville WTP 10 MGD MF/RO Expansion	\$74,700,000
DT-20-08	Saylorville to Johnston-Tenny Feeder Main Connection	\$10,500,000
DT-20-09	Tenny to LP Moon Feeder Main Connection	\$3,500,000
SU-20-06	Fleur WTP Alluvial Water Supply Expansion	\$37,800,000
SU-30-01	McMullen WTP Well Field Expansion for 12.5 MGD Conventional Expansion	\$15,800,000
TR-30-01	McMullen WTP 12.5 MGD Expansion	\$36,300,000
DT-25-11	Saylorville to LP Moon Feeder Connection	\$74,000,000
DT-25-12	Urbandale and Grimes Feeder Main	\$10,100,000
SU-35-05	4 <sup>th</sup> WTP Surface Water Intake for 25 MGD Conventional Treatment	\$49,300,000
TR-35-07	4 <sup>th</sup> WTP 25 MGD Conventional Treatment	\$354,300,000
DT-35-10	4 <sup>th</sup> WTP Transmission Feeder Main to West	\$9,800,000
DT-35-17	4 <sup>th</sup> WTP Transmission Feeder Main to East	\$3,600,000
ST-25-01	Southwest Ground Storage Reservoir	\$14,700,000
DT-25-09	Western Transmission Feeder Main to Supply Wholesale Customers	\$31,400,000
AR-20-01	CIWW ASR #4 (Joint Eastside Booster Pump Station)	\$8,700,000
AR-40-01	CIWW ASR #5 (Army Post Road and SE 14 <sup>th</sup> Street)	\$8,700,000
Subtotal Growth Capital		\$795,600,000
SU-20-01	McMullen WTP Crystal Lake Improvements and Nitrate Management	\$7,600,000
SU-20-03	McMullen WTP Raw Water Metering Improvements	\$300,000
SU-20-04	Saylorville WTP Raw Water Metering Improvements	\$100,000
SU-20-05	Fleur WTP Raw Water Metering Improvements	\$800,000
TR-20-01	Fleur WTP Filter Rehabilitation	\$40,000,000
TR-20-02	Early Contaminant Warning Systems	\$700,000
TR-20-04	Fleur WTP Chemical Feed and Storage	\$12,000,000
TR-20-05	Fleur WTP Filter Press Rehabilitation	\$9,200,000
TR-20-06	Fleur WTP Clearwell Improvements	\$8,900,000
TR-20-07	Fleur WTP Lime Softening Mixing Improvements	\$7,100,000
TR-25-02	Saylorville WTP Flood Improvements	\$1,500,000
TR-25-03	Fleur WTP Electrical Supply Improvements	\$6,200,000
TR-25-04	Fleur WTP I&C Improvements	\$4,200,000
TR-25-05	McMullen WTP DBP Improvements	\$3,200,000
TR-30-02	McMullen WTP I&C Improvements	\$2,900,000
TR-30-03	Fleur WTP Lime Softening Improvements	\$9,000,000
TR-30-04	Fleur WTP Pre-Sedimentation Improvements	\$6,400,000

TR-30-05	Fleur WTP Lime Silo Replacement or Rehabilitation	\$11,300,000
TR-35-02	Fleur WTP Flood Improvements Study	\$300,000
DT-30-02	Transmission Feeder Main Improvement From Fleur WTP West	\$6,900,000
DT-40-05	Southern Transmission Feeder Main Connection	\$5,900,000
ST-20-01	LP Moon Ground Storage Reservoir 2	\$13,800,000
ST-20-02	Water Storage Aeration for Disinfection Byproduct Removal	\$9,400,000
ST-30-01	Wilchinski Elevated Water Tower Replacement	\$9,200,000
PU-20-04	LP Moon Pumping Expansion with VFDs and Backup Power	\$4,400,000
PU-20-07	Xenia Booster Station Purchase and Upgrade	\$10,400,000
PU-25-01	Southwest Pump Station	\$9,000,000
Subtotal Joint Capital		\$200,700,000
<b>Total</b>		<b>\$996,300,000</b>

Above is DMWW only. Other producers need to be added.

## **SCHEDULE XIX-1 WATER SHORTAGE PLAN**

The Water Shortage Plan below is adopted by CIWW effective as of the Operational Commencement Date. Such Water Shortage Plan may be amended by Board action at any time

### **A. INTRODUCTION**

This plan will apply to all CIWW Member Agencies and shall be implemented by each Member Agency with its customers.

The intent of the CIWW Water Shortage Plan is to manage system demand so customers do not experience pressure, quality, or availability issues during periods of extreme water demand or during other times when water availability may be limited due to other events, such as raw water shortage, water quality events, or mechanical failures.

The goal at each stage in the plan is to reduce CIWW system demands to 85% or less of the “Current Capacity” of CIWW to produce safe drinking water, as defined in this plan.

The premise of Stage I is that reducing lawn watering is the most effective way to reduce demand without undue hardship during periods when lawn watering is a significant source of demand. Stage I may be skipped if a water shortage occurs during a time of year when lawn watering demand is not significant.

The premise of Stage II is that particularly high demand may occur when heavy lawn watering events occur. Stage II may be skipped if a water shortage occurs during a time of year when lawn watering is not significant.

The premise of Stage III is that lawn watering comprises the most readily curtailed use during water shortage events. Stage III may be skipped if a water shortage occurs during a time of year when lawn watering demand is not significant.

Limiting consumption to a representative average of off-peak months, plus or minus a small allowance, will result in a significant demand reduction compared to peak consumption. This is the premise of Stage IV.

The stages of this plan are not necessarily consecutive. When a water shortage occurs the stage deemed most appropriate for the conditions will be implemented.

### **B. CURRENT CAPACITY TO PRODUCE SAFE DRINKING WATER AND EXPECTED PEAK DEMAND**

1. Current Capacity. The current capacity to produce safe drinking water on any day is referred to “Current Capacity” or  $C_{Total}$ . Current Capacity is defined as the amount of water CIWW can deliver on any day taking into consideration raw water availability and quality, seasonal treatment efficacy, and any mechanical or operational issues on that



given day. The number will vary seasonally and may vary day to day depending on specific water quality and operational conditions. Current Capacity is computed as the sum of the daily capacities of the individual CIWW source treatment plants and may be expressed in the following formula:

$$C_{\text{Total}} = C_{\text{Fleur}} + C_{\text{McMullen}} + C_{\text{Saylorville}} + C_{\text{WDMWW}} + C_{\text{Polk City}} + C_{\text{Grimes}} + \text{any new plant capacity}$$

Current Capacity will be evaluated on a daily basis when there is potential for a water shortage. Producers responsible for CIWW water production will perform the daily evaluation and report the Current Capacity in Million Gallons per Day.

2. Expected Peak Demand. “Expected Peak Demand” is defined as the peak daily demand that is expected by CIWW without implementation of water shortage measures under this plan.

#### C. PLAN STAGE I: VOLUNTARY 25% REDUCTION IN LAWN WATERING

1. Trigger. During a period of substantial lawn watering demand, when Expected Peak Demand reaches 90% of Current Capacity or system demand is generating a high number of areas with low pressure, or there are other indications that without wise usage of water, a shortage could occur.
2. Anticipated Impact. It is anticipated that Stage I will most likely be triggered during peak lawn watering season. In a typical year lawn watering can account for as much as 40% of demand on a peak day. If this is the case, a 25% reduction in lawn watering will result in a 10% reduction in total demand.
3. Goal. A 10% reduction in CIWW system demands as compared to Expected Peak Demand.
4. Actions.
  - (a) Request a **metro wide** 25% reduction in lawn watering.
  - (b) Encourage customers to optimize their lawn watering systems so water is not directed onto impervious surfaces and lawns are not overwatered.
  - (c) Continued reinforcement that customers water on alternate days and excluding Mondays (historically a peak demand day), by a system under which even numbered addresses water only on Wednesday, Friday and Sunday, and odd-numbered addresses water only on Tuesday, Thursday, and Saturday.
  - (d) Suspend all hydrant flushing programs except for water quality purposes.
  - (e) Request that City officials minimize high water use activities such as street sweeping and watering golf course fairways.

(f) Coordinate with Member Agencies to ensure they are relaying the same message.

5. Enforcement. There will be no enforcement at this stage.

#### D. STAGE II: VOLUNTARY 50% REDUCTION IN LAWN WATERING

1. Trigger. During a period of substantial lawn watering demand, after Stage I has been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand continues to generate areas of low pressure, or there are other indications that without further reductions in demand, a shortage could occur.
2. Anticipated Impact. It is anticipated that Stage II will most likely be triggered during the peak outdoor water use season. In a typical year, lawn watering can account for as much as 40% of demand on a peak day. If this is the case, a 50% reduction in lawn watering will result in 20% reduction in total demand.
3. Goal. A 20% reduction in system demands as compared to Expected Peak Demand.
4. Actions. Request customers further reduce water consumption by taking the following measures in addition to those implemented in Stage I:
  - (a) Request a **metro wide** 50% reduction in outdoor water use.
  - (b) Remind customers to optimize their lawn watering systems so water is not directed onto impervious surfaces and turf is not overwatered.
  - (c) Reinforce the recommendation for customers to irrigate on alternate days and excluding Mondays.
  - (d) Encourage wise use of water during outdoor activities including washing cars, playing in the sprinkler, playing with water toys, and filling swimming pools.
  - (e) Encourage wise use of water indoors including identifying and repairing leaking fixtures, washing only full loads in dishwashers and washing machines, shorter showers, etc.
  - (f) Coordinate with Member Agencies to ensure they are relaying the same message.
  - (g) Request that public agencies (City, County, or State) set an example by: Closing recreational facilities with known water inefficiencies and suspend the operation of decorative fountains.

5. Enforcement. There will be no enforcement at this stage.

#### E. STAGE III: LAWN WATERING PROHIBITED AND NO USE OF AUTOMATIC LAWN WATERING SYSTEMS

1. Trigger. During a period of substantial lawn watering demand, after Stage I and Stage II have been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand continues to generate areas of low pressure, or there are other

indications that without further reductions in demand, a shortage could occur.

2. Anticipated Impact. It is anticipated that Stage III will most likely be triggered during peak lawn watering season. In a typical year, lawn watering can account for as much as 40% of demand on a peak day. If this is the case, prohibiting lawn watering will result in 40% reduction in total demand.
3. Goal. A 40% reduction in system demands as compared to Expected Peak Demand.
4. Actions. Require members to further reduce water consumption by suspending **all** lawn watering and the use of **all** automatic lawn watering systems of their customers. This reduction is in addition to all steps implemented in Stage I and Stage II. The requirement for placing new sod should be suspended until Stage III is lifted.
5. Enforcement. Customers observed by CIWW or Member Agencies watering their lawn in violation of this policy will be notified. If lawn watering is not suspended within 48 hours, water service will be terminated by the Member Agency and any published fees will apply. Water service will be restored only upon receipt of an undertaking by the customer that the customer understands and will comply with the mandatory conservation measures. Any subsequent violation will result in further termination of service. In addition, the use of water for lawn watering in violation of this plan shall be deemed an unauthorized use of water and Charges for the Unauthorized Use of Water/Metering Tampering shall apply and must be paid before water service will be restored.

#### F. STAGE IV: WATER RATIONING

1. Trigger. During periods of substantial lawn watering demand, or other potential shortage after Stage I, Stage II, and Stage III have been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand is generating a high number of areas with low pressure, limited source water supply, or there are other indications that without wise usage of water, a shortage could occur. Stage IV may also be invoked, without resort to Stages I through III, if Expected Peak Demand for any reason and/or limited source water supply cannot be addressed by the measures contemplated by Stages I through III.
2. Anticipated Impact. It is anticipated that Stage IV will only be triggered in the event of a significant and severe water shortage, or other event, which severely reduces capacity relative to demand. In this case a reduction in demand to the lowest level which will meet public health and safety standards and, when reasonably possible, animal health and safety standards will be sought.
3. Goal. A reduction in system demands as compared to Expected Peak Demand

sufficient to allow the CIWW to meet public health and safety standards, and when reasonably possible, animal health and safety standards.

4. Actions. Water rationing measures will be required to be implemented by all Member Agencies and enforced by application of an Emergency Water Shortage Rate. In order to implement such a demand, Member Agencies in consultation with the CIWW Technical Committee shall set a target level for demand consistent with its Current Capacity and shall use such target to establish a “Rationed Demand” as defined in this Plan. All Member Agencies will be responsible for asking their customers to reduce their consumption to a level to meet the “Stage IV Rationed Demand”. Member Agencies will be expected to initiate efforts to reduce consumption above such level and will be charged at the Emergency Water Shortage Rate intended to strongly discourage consumption above such level.
  - a. Water rationing shall consider livestock health and safety needs. The expected decrease for members supplying such needs shall be set by the Technical Committee taking into consideration livestock health and safety needs.
  - b. At Stage IV, Member Agencies with alternative available sources of water meeting state drinking water standards shall supplement and/or replace CIWW water from those sources.

5. Enforcement. “Stage IV Rationed Demand” means for each Member Agency will be responsible for implementing measures to ensure this Rationed Demand is not exceeded. Should the “Stage IV Rationed Demand” be exceeded, the Member Agency will be subject to an Emergency Water Shortage Rate which will be equal to 10 times the established variable rate for any amount in excess of the Rationed Demand.

## **SCHEDULE XXII-3**

### **MANDATORY EXIT PAYMENTS FOR VOLUNTARY TERMINATION OF AGREEMENT**

Termination of membership pursuant to Article XXII introduces a situation where CIWW costs previously paid by the departing Member Agency must then be absorbed by all remaining members. All else being equal, the termination causes the average cost per unit of service to increase for all remaining members, resulting in higher rates. While some CIWW costs may be avoidable – such as variable operating costs – many other costs are either unavoidable in the short term – such as many fixed operating costs – or totally unavoidable as in the case of the capital costs of assets placed into service to meet, in part, the demand requirements of the departing Member Agency. The unavoidable costs left behind by departing Member Agencies are commonly referred to as “stranded costs.”

Member Agencies shall pay the Mandatory Exit Payment as means of reducing but not eliminating the burden of stranded costs on the remaining Member Agencies. The Mandatory Exit Payment includes three components to be determined by the Board based on the following procedures, and is due and payable within 30 days of termination:

#### **Step 1: Determine Stranded Base Costs**

Departing Member Agencies will pay for five (5) years’ worth of their estimated fixed Base Costs. The eligible costs shall be the Base Costs calculated pursuant to Schedule VI-2 less the variable operating and maintenance costs for the fiscal year preceding the termination date.

Divide the resulting eligible Base Costs by the total water deliveries made by CIWW in the fiscal year preceding the termination to determine the cost per unit of volume. Multiply the unit cost by the departing Member Agency’s annual water delivery for the same fiscal year and multiply the result by five (5) to arrive at the Stranded Base Costs.

#### **Step 2: Determine the Member Agency’s Stranded Extra-Capacity Costs**

Departing Member Agencies will pay ten years’ worth of their estimated Extra-Capacity Costs.

Total eligible Extra-Capacity Costs shall be calculated pursuant to Schedule VI-2 for the fiscal year preceding the termination date. Divide the eligible Extra-Capacity Costs by the Max Day Demand for the CIWW system for the same fiscal year, multiply the result by the Max Day Demand of the departing Member Agency, and then multiply by ten (10) to arrive at the Stranded Extra-Capacity Cost.

#### **Step 3: Determine the Member Agency’s Stranded Member Agency Specific Expansion Costs.**

Departing Member Agencies will pay 100% of the remaining debt together with any cash-funding obligations related to their Member Agency Specific Expansion Costs as determined pursuant to

Schedule VI-2.

The CIWW Board will determine the remaining debt obligation for the departing Member Agency based on that Member Agency's total allocation of Growth Capital as of the end of the fiscal year prior to the termination. To the extent the Member Agency was also required to make periodic cash contributions to fund the Growth Capital, then the sum of those remaining commitments will be added to the remaining debt obligation.

**SCHEDULE XXV-14**  
**LIST OF EXISTING SERVICE TERRITORY AGREEMENTS BETWEEN MEMBER**  
**AGENCIES**

- Warren Rural Water District with the City of Norwalk (signed XXXXX)
- Warren Rural Water District with the West Des Moines Water Works (signed XXXXX)
- Xenia Rural Water District with the City of Grimes (signed XXXXXX)
- Xenia Rural Water District with the City of Waukee (signed XXXXXXX)
- Xenia Rural Water District with the City of Johnston (via legal settlement dated XXXXX)
- Xenia Rural Water District with Urbandale Water Utility (anticipated 10-2023)
- Xenia Rural Water District with West Des Moines Water Works (anticipated 10-2023)



**REDLINE CIWW AGREEMENT  
CHANGES FROM 2<sup>nd</sup> DRAFT TO 3<sup>rd</sup> DRAFT  
[TOC Omitted]**

**~~SECOND~~ THIRD AND FINAL PROPOSED DRAFT  
OF**

**CENTRAL IOWA WATER WORKS  
28E/28F AGREEMENT**

***Disclaimer:*** This document has been prepared by Des Moines Water Works, West Des Moines Water Works and Urbandale Water Utility to set forth in terms they have jointly developed that they consider a basis for the formation of a regional water supply entity under Chapter 28E and Chapter 28F, Iowa Code. *This document has not yet been adopted by the governing boards of such parties, and is subject to such adoption and the concurrent adoption by all of the other parties named as such in this document.*

*Such parties do not by issuance of this document make any commitment to join in the document in this form. This document is an invitation to all other potential Founding Agencies to provide an indication of their interest in joining in an agreement on these terms or to propose any alternative terms, but is not to be construed as an offer open to acceptance by any other party or parties.*

*Each party reserves the right to propose additional or different terms as discussions progress and as the exact composition of founding participants is defined.*

*03/07/*

*Dated September 15, 2023*

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[Omitted]

### CENTRAL IOWA WATER WORKS 28E/28F AGREEMENT

WHEREAS, the Board of Water Works Trustees of the City of Des Moines, Iowa, (“DMWW”), the Board of Water Works Trustees of the City of West Des Moines, Iowa, (“WDMWW”), the Water Utility Board of Trustees of the City of Urbandale, Iowa (“UWU”), and the municipal water utility systems of the Cities of ~~Altoona (“Altoona”)~~, Ankeny (“Ankeny”), Bondurant (“Bondurant”), Clive (“Clive”), Johnston (“Johnston”), Grimes (“Grimes”), Norwalk (“Norwalk”), Polk City (“Polk City”), Waukee, Iowa (“Waukee<sup>2</sup>”), each a municipal water utility organized and existing under ~~Code of the Iowa, Code,~~ and the Warren Water District (“Warren”), a rural water district organized and existing under Chapter 357A, Iowa Code, and Xenia Rural Water District (“Xenia”), a rural water district organized and existing under Chapter 357A, Iowa Code~~—~~(collectively, the “Founding Agencies”) are each duly established public agencies in the State of Iowa that own and operate public water supply systems serving retail customers and others and each consider it to be desirable, in their best interests, and in the best interests of their respective entities and water consumers to establish a shared regional system of drinking water production and supply facilities under regional governance to meet their existing and future needs for safe, sufficient, reliable, and reasonably priced drinking water to be delivered by them in turn to their respective customers;

WHEREAS, the Founding Agencies desire to exercise and share their respective powers pursuant to Chapter 28E and Chapter 28F, Iowa Code, to establish a new regional water authority as a joint cooperative undertaking to be created as a separate public entity to be known as the “Central Iowa Water Works” to act as a regional water wholesale production and supply provider exclusively to the Member Agency utilities under the terms of this Agreement, with other incidental wholesale service only to the extent permitted by this Agreement; and

WHEREAS, the Founding Agencies have agreed that from and after the Effective Date the terms of this Agreement shall be given full effect and shall govern the matters set forth herein.

NOW, THEREFORE, the undersigned Founding Agencies agree as follows:

#### ARTICLE I. PURPOSES AND ESTABLISHMENT OF LEGAL ENTITY

Section 1. Purposes. The purposes of this Agreement are: (a) to establish a joint cooperative undertaking by creating, establishing, and providing for the operation of, a separate entity under Chapter 28E and Chapter 28F, Iowa Code, as a body corporate and political subdivision of the State of Iowa, and an instrumentality of political subdivisions of the State of Iowa, in accordance with IRS Revenue Ruling 57-128, 1957 C.B. 311; (b) to create and provide for operation of a regional water wholesale production and supply entity that shall operate

exclusively on a cooperative basis for the mutual benefit of the Founding Agencies and other agencies subsequently admitted to membership as provided by this Agreement, as their exclusive water supply provider except as otherwise provided in this Agreement; (c) to otherwise achieve the objectives set forth in Section 5 of this Article; (d) to delegate to such entity certain powers and authorities of the Founding Agencies and other agencies subsequently admitted to membership as provided by this Agreement to the fullest extent allowed by law; and (e) to otherwise govern and provide for the operation and governance of such entity.

Section 2. Founding Data. The terms of this Agreement are based on the historic annual finished water demand ("Annual Demand") and the historic maximum day utilization of capacity ("Max Day Demand") of the Founding Agencies as defined and set forth in Schedule I-2 attached. The parties agree that the Annual Demand and Max Day Demand information stated in Schedule I-2 is true and correct for the calendar years 2018 through 2022, inclusive, for all purposes of this Agreement. Schedule I-2 shall be augmented to include the Annual Demand and Max Day Demand data for the preceding five years for each new agency admitted to membership after the Effective Date of this Agreement. Schedule I-2 shall be updated to include data for each calendar year after the Effective Date, subject to approval of the Board. In the event of a loss of a significant customer, a Member Agency may, prior to the annual update of Schedule I-2, petition the Board for an adjustment to the five-year average of Annual Demand and Max Day Demand for purposes of fairly allocating costs in future budget years. The Technical Committee shall review the petition and advise the Board before it takes action on the petition. If the Board approves the petition, Schedule I-2 shall reflect the petitioner's adjusted five-year average Annual Demand and Max Day Demand as determined by the Board.

Section 3. Creation of Entity and Name. An entity is hereby established under Chapter 28E and 28F, Iowa Code. Its name shall be:

#### **CENTRAL IOWA WATER WORKS**

(referred to herein as "CIWW").

Section 4. Membership. Each of the Founding Agencies shall be a member of CIWW upon execution of this Agreement. Additional public agencies meeting the eligibility requirements of this Agreement, and approved for admission to membership as provided herein, shall become Member Agencies upon the effective date of their joinder in this Agreement. References herein to "Member Agency" and "Member Agencies" shall mean the Founding Agencies, and any other public agency subsequently admitted to membership as provided herein ("New Member Agency"). Entities to which a Member Agency provides water service under a Total Service Agreement as defined in Section 9 of Article IV or other wholesale agreement are not Member Agencies.

Section 5. CIWW Objectives. The objectives of CIWW shall be:

- (a) To be a membership organization governed by, and operated for the mutual benefit of, its Member Agencies;
- (b) To manage the natural resource of water as a region to ensure drinking water remains safe, in sufficient supply, and available to meet the needs of the people of

- central Iowa served by the Member Agencies;
- (c) To manage water costs to Member Agencies by providing value and stability through economies of scale and regional public governance and management;
  - (d) To improve the governance of regional water production to include wider representation within the region served by the Member Agencies;
  - (e) To consolidate the authority for the planning and expansion of Water Supply Facilities including construction of new Water Supply Facilities;
  - (f) To establish shared ownership of existing Water Supply Facilities of the Founding Agencies;
  - (g) To provide for the ownership, operation, and maintenance of Water Supply Facilities of the Member Agencies;
  - (h) To act as the exclusive wholesale supplier of water to the Member Agencies, except as otherwise provided in this Agreement, and to establish rates for water production consistent with its expenses and capital needs;
  - (i) To retain and not displace the structure and governance of all existing Member Agency water utility boards, city water utilities and rural water districts in all matters related to distribution of water to their residential, business, and other customers; and
  - (j) To advance and promote regional and statewide water resource management as a critical quality of life and economic development asset in the context of climate change and source water quality and quantity challenges.

Section 6. Status as Separate Legal Entity. CIWW is organized exclusively under Chapters 28E and 28F, Iowa Code, to permit joint exercises of any powers, privileges or authorities exercised or capable of exercise by city utilities and other public agencies, including rural water districts organized under Chapter 357A, Iowa Code, as Founding Members or Member Agencies in the future, to maximize the mutual benefits and efficiencies of collaboration thereunder. Pursuant to Sections 28E.4, 28E.5, and 28F.1, Iowa Code, CIWW shall be constituted as a separate legal and administrative entity to be governed by the Board established under Article VIII, subject to the Member voting requirements of Article XI. As so constituted, CIWW shall be a public body corporate that is separate and distinct from its Member Agencies, but organized and operated for their mutual benefit.

Section 7. Governmental Status. CIWW shall be a body corporate and a political subdivision of the State of Iowa under Chapter 28E and Chapter 28F, Iowa Code, and an instrumentality of political subdivisions of the State of Iowa as a joint cooperative undertaking for the exclusive benefit of its Member Agencies. CIWW shall be a governmental body subject to open meetings requirements under Chapter 21, Iowa Code, and a government body subject to open records requirements under Chapter 22, Iowa Code, to the extent provided by law, as amended. CIWW shall be operated to be exempt from federal and state income tax to the fullest extent permitted by law.

Section 8. Limited Liability of Member Agencies. Except as otherwise provided by Chapter 28F, Iowa Code, and by this Agreement, no Member Agency of CIWW shall be liable in such capacity for any acts or omissions, debts, or other obligations of CIWW. No assets, revenues,

or taxing authority of any Member Agency may be reached, attached, or executed upon by any creditor of, or claimant against, CIWW.

Section 9. Initial Capital Contributions. The Founding Agencies shall make initial start-up Capital Contributions to CIWW based on their proportionate shares of Annual Demand in the amounts set forth in Schedule I-9 (“Initial Capital Contributions”). Such Initial Capital Contributions shall be made in cash within sixty (60) days of the Effective Date. The Board shall evaluate the sufficiency of CIWW’s initial capital after the Effective Date under the provisions of Section 2 of Article XV, and if required upon such evaluation, the Board shall increase the Initial Capital Contribution of each Member Agency, and cause Schedule I-9 to be revised accordingly and specify the due date for payment of additional amounts. Capital Contributions shall earn no interest or other investment return and shall be non-refundable, except as otherwise expressly provided in this Agreement. Each New Member Agency shall make an initial capital contribution in the amount as required by the Board.

Section 9B. Reimbursable Start-Up Expenses. Certain start-up expenses incurred by any Member Agency for the benefit of CIWW prior to the Effective Date of this Agreement shall be reimbursed by CIWW prior to the Operational Commencement Date. Schedule I-9B details the expenses eligible for reimbursement to Member Agencies.

Section 10. No Seal. CIWW shall have no seal.

Section 11. Effective Date. This Agreement shall be effective, and the existence of CIWW shall commence, after all of the Founding Agencies have authorized and executed this Agreement, on the date of its filing with the Iowa Secretary of State as provided by Section 28E.8, Iowa Code. The date the fully executed Agreement is filed shall be the “Effective Date.”

Section 12. Operational Commencement. CIWW shall commence operations as a wholesale water supplier to Member Agencies on January 1, 2025, or on such later date approved by the Board on which the transfer of all of the Designated Water Supply Facilities of the Founding Agencies to CIWW hereunder is consummated (the “Operational Commencement Date”).

Section 13. Term and Period of Existence. The initial term of this Agreement, and the initial period of existence of CIWW, shall be forty (40) years from the Effective Date. Early termination and any extension of such term of existence shall be governed by Article XXIV.

Section 14. Manner of Financing. The manner of financing of the joint and cooperative undertakings of the Member Agencies hereunder shall be Capital Contributions from Member Agencies, wholesale water delivery and other operating revenues, state, federal or other grant receipts, and issuance of bonds and indebtedness under Chapter 28F, Iowa Code, as amended.

Section 15. Individual Ownership and Responsibility. Except as otherwise explicitly provided herein, each party to this Agreement shall at all times hold and own its respective properties. Each party shall be solely authorized to supervise, direct, and manage its own activities and the activities of its respective employees and agents. Each party shall retain sole responsibility

and liability for its own acts and omissions hereunder and for the acts and omissions of its respective employees and agents hereunder.

## **ARTICLE II. POWERS OF CIWW**

Section 1. Powers Generally. Except as expressly limited under this Agreement, CIWW shall have and may exercise, under the direction of the Board constituted under Article VIII, any and all powers necessary and proper to the accomplishment of the purposes provided herein, to the fullest extent permitted under Chapter 28E and Chapter 28F, Iowa Code, as the same may be amended and supplemented in the future, or under any other applicable law.

Section 2. Specific Enumeration of Powers. Without limiting the generality of the powers conferred under Section 1 of this Article, the powers of CIWW include, but are not limited to, the power to do all of the following within the limitations provided by this Agreement:

- (a) To perform the functions of production, storage, delivery, and re-sale of wholesale water to, on behalf of, and as an essential governmental purpose of the Member Agencies;
- (b) To acquire drinking water for re-sale to its Member Agencies or to non-member public water supply systems, as defined in Chapter 455B, Iowa Code, to the extent permitted by this Agreement;
- (c) To produce drinking water for sale to its Member Agencies and to non-member public water supply systems as defined in Chapter 455B, Iowa Code, to the extent permitted by this Agreement;
- (d) To sell water on a wholesale basis to Member Agencies and to non-member public water supply systems, and to provide for the terms of such service by rule or by contract;
- (e) To establish, adopt and enforce rules and regulations governing its operation and provision of wholesale water service;
- (f) To establish rates and charges for wholesale water service, and reasonable penalties for any rates or charges that are delinquent. Rates and charges shall be non-discriminatory and imposed in accordance with Schedule VI-2 herein;
- (g) To plan for, acquire, construct and secure such Water Supply Facilities as it deems necessary or proper;
- (h) To operate and secure CIWW Water Supply Facilities for the benefit of Member Agencies;
- (i) To contract for, or provide and maintain, security to preserve and protect the CIWW Water Supply Facilities and properties owned or operated by CIWW, as the Board deems necessary to preserve and protect the peace, health, safety, and welfare of the public and the public water supply;
- (j) To contract with any public or private entity to acquire supplies of water for re-sale or to acquire Water Supply Facilities, and any other services as it may require;
- (k) To take any actions necessary or appropriate to secure or improve the quality and available quantity of source waters required for the provision of safe drinking water to its Member Agencies and otherwise to advance and promote regional and state-wide water resource management;

- (l) To do all things necessary and proper to operate as a regional water wholesale supplier;
- (m) To rent, lease, or purchase, or otherwise acquire any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
- (n) To approve its own budget, including approval and payment of its costs of operation and maintenance;
- (o) To make provision for its capital needs and requirements;
- (p) To contract for services or employ such staff as it deems necessary, or both;
- (q) To establish a system of accounting and budgeting, and a system for receiving and disbursing payments;
- (r) To insure its properties and its risks against loss;
- (s) To retain legal counsel, accountants, professional engineers, and other professional advisers needed in order to fulfill the purposes of this Agreement;
- (t) To establish Bylaws as provided by Section 12 of Article VIII;
- (u) To sue or be sued;
- (v) To enter into agreements, contracts or other arrangements for the financing of its operational and capital requirements, and joint projects hereunder, including the issuance of bonds or other debt;
- (w) To merge or consolidate with another entity;
- (x) To sell or dispose of any or all of its assets;
- (y) To apply for grants or other funding from state government, federal government, or non-governmental entities;
- (z) To exercise the powers generally possessed and exercised by Member Agencies under Iowa law, including necessary police powers, the power of eminent domain, and special assessment authority, to the fullest extent permitted by Iowa law, except to the extent expressly inconsistent with this Agreement; and
- (aa) To exercise any of the powers of Member Agencies delegated to CIWW to the maximum extent permitted under Chapter 28E, Iowa Code and all powers granted to entities under Chapter 28F, Iowa Code.

### ARTICLE III. LIMITATIONS OF SCOPE AND CIWW POWERS AND OPERATIONS

Section 1. Prohibited Activities. Notwithstanding the provisions of Article II, CIWW shall not have the power under this Agreement to do any of the following:

- (a) Sell or distribute water to any entity that is not a public water supply system, as defined in Chapter 455B, Iowa Code, or otherwise engage in distribution of water at retail to any customers;
- (b) Directly furnish water to customers within the individual distribution systems of Member Agencies;
- (c) Have any power over the rates charged by Member Agencies;
- (d) Provide free water to any private or public agency;
- (e) Provide any preference in service to any Member Agency or discriminate in service against any Member Agency;



- (f) Establish any rates or rate methods that unreasonably favor or discriminate against any Member Agency;
- ~~(g)~~ Restrict any Member Agency from serving any specific retail customer within the terms of this Agreement;
- ~~(g)(h)~~ Enter into any other business other than provision of water to Member Agencies;
- ~~(h)(i)~~ Enter into any Total Service Agreements as defined by Section 9 of Article IV; or
- ~~(h)(i)~~ Pledge the assets or revenue of CIWW to any person or entity, or to serve as a surety for any Member Agency, except as expressly provided in Article XVII related to the issuance of bonds.

Section 2. No Private Inurement. No part of the net earnings of CIWW shall inure to the benefit of, or be distributable to any private persons or private agency, except CIWW is authorized and empowered to pay reasonable compensation or consideration for goods, services, materials, or properties that it obtains.

#### **ARTICLE IV. CIWW EXCLUSIVE SUPPLY RIGHTS AND SERVICE OBLIGATIONS AND ~~DEDICATION~~TRANSFER OF EXISTING WATER SUPPLY FACILITIES**

Section 1. Exclusive Supply Rights. Except as set forth in Schedule IV-1, each of the Founding Agencies hereby grants to CIWW the exclusive right to supply all finished drinking water required by their respective water utilities, on a wholesale basis on terms as provided herein, to be effective as of the Operational Commencement Date. Each new Member Agency shall grant the same rights to CIWW as a condition of its membership.

##### **Section 2. Definitions of Water Supply Activity and Water Distribution Activity.**

- (a) As used in this Agreement, “Water Supply Activity” shall mean and include:
  - (i) Acquisition and withdrawal of surface water or groundwater as a raw source of water for treatment and re-sale;
  - (ii) Storage of raw source water;
  - (iii) Treatment of raw source water to produce finished drinking water;
  - (iv) Storage of treated water for later delivery on a wholesale basis to a public water supply system;
  - (v) Transmission, pumping, and supply of finished water on a wholesale basis to a Member Agency or other public water supply system; and
  - (vi) Other activities necessary and appropriate for CIWW to meet its water supply obligations to Member Agencies under this Agreement.
- (b) As used in this Agreement, “Water Distribution Activity” shall mean and include:
  - (i) Acquisition of finished water from CIWW;
  - (ii) Distribution, distribution storage, delivery, and metering of finished water

- to the customers of a Member Agency; and
- (iii) All activities, other than a Water Supply Activity, required to conduct business as a public water supply utility.
- (c) Water Supply Activity shall not include Water Distribution Activity and Water Distribution Activity shall not include Water Supply Activity. The Board shall refer any uncertainty or dispute regarding the scope of Water Supply Activity and Water Distribution Activity to the Technical Committee for review and recommendation to the Board regarding proper classification. The Board shall make a final decision regarding whether an activity is a Water Supply Activity or Water Distribution Activity after receipt of the Technical Committee's recommendation.

Section 3. Definitions of Water Supply Facilities and Water Distribution Facilities.

- (a) As used in this Agreement, "Water Supply Facilities" shall mean the assets and facilities used to conduct Water Supply Activity ~~by or on behalf of CIWW, including assets transferred to CIWW on the Operational Commencement Date or subsequently created or acquired by CIWW.~~ This definition includes source water systems, water treatment plants, aquifer storage and recovery ("ASR") systems or other storage facilities used for Water Supply Activity, and the transmission pumps, mains, and systems, including easements, required to conduct Water Supply Activity on an efficient basis. Water Supply Facilities include facilities used for Water Supply Activity even if also used, in part, for certain Water Distribution Activity. Except as to any specific property or facility, Water Supply Facilities shall not include the existing office buildings and/or distribution buildings, or assets not related to CIWW Water Supply Activities of the Founding Agencies or any existing grounds or facilities made available to the public for park or other recreational use.
- (b) As used in this Agreement, "Water Distribution Facilities" shall mean the assets and facilities used to conduct Water Distribution Activity by a Member Agency, either individually or on a shared basis, including water feeder and distribution mains, water towers, or ASR systems not used for Water Supply Activity, and other storage of finished water by a Member within its system of distribution, as required to conduct Water Distribution Activity on an efficient basis.
- (c) Water Supply Facilities shall not include Water Distribution Facilities and Water Distribution Facilities shall not include Water Supply Facilities.
- (d) The differentiation and line of demarcation between Water Supply Facilities and Water Distribution Facilities shall be based on the principles that facilities that primarily provide a system-wide water supply benefit shall be deemed Water Supply Facilities, while facilities, whether or not shared, that primarily provide benefit to individual Member Agencies shall be deemed Water Distribution

Facilities. Any uncertainty or dispute regarding the scope of Water Supply Facilities and Water Distribution Facilities shall be referred by the Board to the Technical Committee for review and recommendation. The Board shall make a final decision regarding whether a facility is a Water Supply Facility or Water Distribution Facility only after receipt of the Technical Committee's recommendation.

Section 3A. Transition Rule. All assets transferred to CIWW in accordance with Schedule IV-6 of this Agreement shall be Water Supply Facilities without regard to anything contained in this Agreement to the contrary. All facilities constructed after the Operational Commencement Date shall be treated as Water Supply Facilities or Water Distribution Facilities by the application of definitions in this Agreement. All Water Supply Facilities transferred shall be transferred subject to pre-existing cost sharing arrangements, which arrangements shall be assigned to, and assumed by, CIWW ~~and are identified in Schedule IV-3A.~~

Section 4. Limitations on Founding Agency Water Supply Activities.

- (a) Beginning on the Operational Commencement Date, the Founding Agencies shall not:
  - (i) Engage in Water Supply Activity, except as a supplier to CIWW or as permitted under Sections 1, 9, 10, and 11 of this Article;
  - (ii) Except as allowed by Schedule IV-1, ~~Contract~~contract for drinking water supplies from any party other than CIWW;
  - (iii) Acquire or expand assets providing for Water Supply Activity that infringe on CIWW's exclusive right to serve as described in this Article, except to the extent approved in advance by the Board; or
  - (iv) Apply for new water allocation permits from the State of Iowa, or in any way alter the flows or water quality of surface or groundwater supplies, allocated to CIWW or to CIWW's contract suppliers, unless agreed to by CIWW.
- (b) Notwithstanding Section 4(a) of Article IV, ~~Section 4(a)~~, each of the Founding Agencies has the right to conduct Water Distribution Activity, and to supply water as permitted under Sections 9, 10, and 11 of this Article, but construction or operation of ASR facilities as a part of a Water Distribution Activity shall be subject to Section 14 of this Article.
- (c) Each New Member Agency shall agree to the foregoing limitations and reservations as a condition of its membership.

Section 5. CIWW Service Obligations. Effective as of the Operational Commencement Date, CIWW shall supply the drinking water required by Member Agencies on a non-discriminatory basis, within the limits of its capacity, at existing connection points, with future connections approved by the Board in accordance with the service obligations standards as set forth in Schedule IV-5. CIWW shall take reasonable steps required to maintain and expand its

capacity to meet the projected finished water needs of the Member Agencies in accordance with the CIWW Long Range Plan, and to assure that drinking water delivered by CIWW shall meet all applicable state and federal water quality regulations.

It shall be the responsibility of CIWW to manage the interaction, for CIWW's use, between various water qualities of the Water Producing ~~Members~~Member Agencies, and to bear the expense thereof.

Section 6. Transfer and Operation of Existing Water Supply Facilities. DMWW, WDMWW, Grimes, and Polk City, ~~and Altoona~~ shall transfer their existing Water Supply Facilities and related rights to CIWW on the terms provided by this Agreement to be effective on the Operational Commencement Date. The specific facilities and assets to be transferred are set forth in Schedule IV-6 (the "Designated Water Supply Facilities~~");~~) together with certain terms of transfer. Each Member Agency transferring a Designated Water Supply Facility is a "Water Producing Member Agency," or collectively the "Water Producing Member Agencies." From and after the Operational Commencement Date, Water Producing Member Agencies shall continue to operate their respective Designated Water Supply Facilities exclusively for the benefit of CIWW under operating contracts with CIWW as provided in Article V, Section 1, and shall exclusively dedicate their use of waters of the State of Iowa, under permits from the Iowa Department of Natural Resources, to CIWW until such time as such permits are issued to or transferred to CIWW.

Each of the Water Producing Member Agencies shall transfer the ownership interests in Designated Water Supply Facilities as set forth in Schedule IV-6 to CIWW on the Operational Commencement Date on the terms provided in Article XIII of this Agreement~~, subject to the prior execution of an Operating Contract with CIWW under Article V, Section 1.~~ CIWW shall acquire ownership as provided in Article XIII. CIWW Water Supply Facilities shall be permitted in accordance with applicable law.

Section 7. Ownership, Operation, and Maintenance of Designated Water Supply Facilities prior to Operational Commencement Date. Each of the Water Producing Member Agencies shall continue to own and operate its respective ~~Dedicated~~Designated Water Supply Facilities, until such time as the transfer of such assets to CIWW is consummated hereunder. Until the Operational Commencement Date, each Water Producing Member shall have the right and the obligation at its own expense, except as otherwise provided in this Agreement, to undertake such repair, replacement and improvement of its Dedicated Water Supply Facilities as it determines are reasonably needed to maintain its Dedicated Water Supply Facilities in good sound operational condition and to maintain their full operational capacity.

Section 8. Repair, Replacement, Updating, Improvement, and Expansion. Except for the Saylorville Expansion Project, which shall be governed by Section 8A of this Article, from and after the Operational Commencement Date, the cost of repair, replacement, updating, and improvement of ~~Dedicated Designated~~ Water Supply Facilities shall be paid by CIWW as provided in Section 2 and Section 9 of Article V~~;~~. The currently planned facility projects listed in Schedule IV-8 shall be constructed by the Founding Agencies as listed without further Board approval and the costs thereof shall be paid by CIWW.

Each of the Water Producing Member Agencies shall expand the capacity of their Designated Water Supply Facilities to the extent directed by the Board, provided that CIWW makes provision to pay for the full cost of such Capacity Expansions. Water Producing Member Agencies shall not otherwise expand the capacity of the respective Designated Water Supply Facilities without the consent of the Board.

Section 8A. Saylorville Water Treatment Plant Expansion. DMWW shall plan, design and ~~construct~~commence construction of a 10 MGD expansion of the Saylorville Water Treatment Plant (the “Saylorville Expansion Project”) to be included within its Designated Water Supply Facilities. To the extent DMWW incurs indebtedness for the Saylorville Expansion Project, CIWW shall assume said outstanding debt incurred by DMWW and reimburse DMWW for the full actual costs thereof, including debt service paid by DMWW to the date of the transfer of the Saylorville Expansion Project to CIWW. Thereafter, the parties’ agree that debt service on said assumed debt shall be paid by certain of the Founding Agencies in the shares set forth in Schedule IV-8A. The new capacity created by the Saylorville Expansion Project shall be allocated among the Founding Member Agencies as set forth in Section 4 of Article V.

Section 8B. DMWW Incomplete Facility Projects. To the extent DMWW has, within five (5) years prior to the Operational Commencement Date, budgeted for repair, replacement, and improvement facility projects and has fully recovered the budgeted cost of such projects in prior years’ rates and water revenue, but such projects remain incomplete as of the Operational Commencement Date, DMWW shall pay the unexpended budgeted amounts, or if only partially collected in prior years’ rates and water revenue, the partially collected unexpended amounts of these projects, in cash to CIWW. Such cash payment shall be included in the book value of assets transferred by DMWW to CIWW in Schedule XIII-1. An estimate of such projects and their budgeted costs is set forth in Schedule IV-8B. Schedule IV-8B shall be updated as of the Operational Commencement date.

Section 8C. Costs of Water Supply Facilities Also Used for Water Distribution Activity, for Total Service Agreements or for Permitted Wholesale Service. To the extent CIWW Water Supply Facilities are used in part to support Water Distribution Activity by a Member Agency or used in part to support a Member Agency’s provision of service under Total Service Agreements or wholesale agreements permitted under Sections 10 or 11 of this Article, all of the costs of such Water Supply Facilities shall be allocated and shared, notwithstanding any other provision of this Agreement, as follows: (i) in accordance with the existing agreements assumed by CIWW in connection with Asset Transfers as set forth in Schedule IV-6 to the extent applicable; or (ii) otherwise accordance with the guiding principles set forth in Schedule IV-8C. It is intended that the existing agreements assumed by CIWW as provided in this Section shall be applied and administered in accordance with existing practice. In addition, each agreement shall be reviewed by the Technical Committee and such agreements may be renegotiated among the parties to this Agreement in good faith to conform with the guiding principles over a period of transition not to exceed five (5) years.

Section 8D. Excess Usage of Capacity in Shared Facilities. Each Member Agency shall take reasonable steps to avoid use of capacity in shared transmission mains and pumping stations that exceeds its agreed or allocated share of such capacity and shall comply with recommendations and decisions of the Technical Committee to remediate excess usage and resulting detriment to other Member Agencies. If a Member Agency fails to comply with remediation recommendations and decisions of the Technical Committee, the CIWW Board may proceed with construction of additional capacity. The Member Agency exceeding its capacity shall reimburse CIWW for the full cost and expenses of the additional capacity provided to the Member Agency.

Section 9. Total Service Agreements. As used in this Agreement "Total Service Agreement" means an agreement, now existing or hereafter arising, between a Member Agency and another retail public water supply entity whereby the Member Agency serves the consumers of the other retail entity on a direct basis that includes distribution to a consumer's connection point, operation and maintenance of the distribution system, and billing and collection of rates and charges, and in the case of existing Total Service Agreements, supplying water. Total Service Agreements existing as of the Effective Date and potential future Total Service Agreements reserved by Member Agencies are listed in Schedule IV-9 hereto. Each Member Agency retains the right to provide water service under existing Total Service Agreements, and the consumers served under such agreements shall, for all purposes of this Agreement, be considered retail customers of the Member Agency providing such total service. ~~However~~However, except for potential future Total Service Agreements reserved by Member Agencies as outlined in Schedule IV-9, for new Total Service Agreements established after the Effective Date, CIWW shall be the wholesale supplier to the counterparty under the new Total Service Agreement unless such customer cannot be directly served by CIWW due to lack of geographic proximity, available transmission facilities, or other good reason as determined by the Board.

Section 10. Wholesale Water Service Master Agreement. The existing Wholesale Water Service Master Agreement among DMWW, other Founding Agencies, and others dated June 10, 2005, which made provision for "purchased capacity" (the "Purchased Capacity Master Agreement") shall be deemed terminated as among the Founding Agencies as of the Operational Commencement Date. The Purchased Capacity Master Agreement shall otherwise remain in full force and effect as to other purchasing parties that are not Member Agencies, and DMWW shall retain the right to set rates and provide service under the Purchased Capacity Master Agreement for parties that are not Member Agencies of CIWW. DMWW shall limit its supply of water under the Purchased Capacity Master Agreement to the capacity legally required to be provided under such agreement and shall not extend the Purchased Capacity Master Agreement beyond its current expiration date in 2045.

Section 11. Other Preexisting and Potential Future Wholesale Relationships. Member Agencies may continue to supply their pre-existing wholesale customers listed in Schedule IV-11 for the full term of any existing agreement, including any contract renewal periods, and until such agreement expires or is terminated. The retail customers served through pre-existing wholesale customers shall, for all purposes of this Agreement, be considered retail customers of the Member Agency. Potential future wholesale relationships reserved by Member Agencies are also included in Schedule IV-11.

Section 12. Wheeling. CIWW may request consent from a Member Agency to wheel water through the Member Agency's water distribution mains to serve other existing or potential Member Agencies. Such consent shall ~~not be granted~~unreasonably withheld unless the Member Agency demonstrates that service to its current or reasonably expected future retail customers within the next five (5) years would be adversely affected. Wheeling arrangements shall be at mutually agreeable reasonable capacities and terms as outlined and executed in a separate wheeling agreement between CIWW, the Member Agency requesting consent, and the Member Agency giving consent. Such terms shall provide that the Member Agency giving consent for wheeling shall recover from the Member Agency requesting consent the full annual capital costs, computed under a utility-basis approach that considers both depreciation expense and a rate of return on net book value, of the proportionate distribution main capacity so diverted to serve others, plus the full applicable operating costs thereof, including but not limited to pumping and chlorination costs. If, subsequent to such consent, wheeling adversely affects the Member Agency's service to its then existing retail customers or reasonably expected future retail customers within the next five (5) years, the Member Agency giving consent may give notice to the parties to terminate the wheeling arrangement. After receipt of such notice the Member Agency requiring connection shall be responsible for the costs of removing the wheeling connection and constructing new connection facilities to replace the wheeling connection within a reasonable time after such notice that allows for planning, funding, and construction of the new connection facilities. The wheeling arrangement shall terminate upon the completion of the new connection facilities.

Section 13. Member Agency Obligations. Except as otherwise provided herein, each Member Agency shall be solely responsible for its own assets and operations related to Water Distribution Activity and shall solely bear all costs thereof. Each Member Agency agrees, within the limits of its powers, to assist CIWW in obtaining rights for placement of infrastructure or rights to raw water sources needed to serve the Member Agencies and to support CIWW's regional system.

Section 14. ASR Operations. The construction and operation of ASR facilities of CIWW and the Member Agencies shall be subject to reasonable rules and requirements established by the Board. The initial ASR rules and requirements are set forth in Schedule IV-14. Such rules may be amended by the Board at any time.

## **ARTICLE V. WATER SUPPLY FACILITY OPERATING CONTRACTS AND CAPACITY EXPANSION**

Section 1. Operating Contracts. CIWW and each of the Water Producing Member Agencies shall enter into a facility operating contract for operation of the particular Water Producing Member's Designated Water Supply Facility from and after the Operational Commencement Date on terms as provided in the respective forms of contract approved by the governing board of each Water Producing Member at the time of such governing board's approval of this Agreement, which shall include reimbursement of costs as provided in Section 2 of this Article V and Schedule V-2 from and after the Operational Commencement Date (each an



“Operating Contract”). Each such initial Operating Contract shall be in full force for a minimum term of twenty (20) years from the Operational Commencement Date. The transfer by each Water Producing Member of its Designated Water Supply Facilities to CIWW shall be subject to the condition precedent that CIWW shall have previously entered into an Operating Contract with such Water Producing Member under this Section.

Section 2. Actual Cost Recovery. CIWW shall pay the Water Producing Member Agencies for the operation of their respective Designated Water Supply Facilities amounts pursuant to its Operating Contract that are equal to their full actual cost of providing such services plus two percent (2%), to be determined on the basis of the principles set forth in Schedule V-2 attached. Such amount shall be paid in monthly installments based on estimated costs, with a periodic true up to reflect actual costs incurred, as provided in Schedule V-2. In addition to payment of costs of operation, CIWW shall reimburse each Water Producing Member Agency for the full actual cost of all capital projects for repair, replacement and improvement of its Designated Water Supply Facilities incurred after the Operational Commencement Date as such costs are incurred. To the extent a specific project benefits both Designated Water Supply Facilities and Water Distribution Facilities, the project costs shall be allocated between CIWW and the Water Producing Member Agency based on relative benefit conferred. CIWW shall at all times maintain sufficient capital and reserves to assure its ability to meet its financial obligations under this Section, and the Board shall make Capital Calls or issue Emergency Member Agency Assessments under Article XV as needed to make timely payment to Water Producing Member Agencies.

Section 3. Initial Capacity Allocations. The initial total capacity of CIWW to supply the Member Agencies as of the Effective Date is determined to be ~~136~~134.5 Million Gallons per Day (“MGD”). Such capacity shall be allocated among the Member Agencies for use under this Agreement. Each Member Agency’s capacity allocation is referred to herein as its “Allocated Capacity.” The initial Allocated Capacity of each Founding Agency ~~ist~~together with additions thereto as provided by the Saylorville Expansion Project are set forth in Schedule V-3. Schedule V-3 shall be updated by the Board when and as the Allocated Capacity of any Member Agency changes.

Section 4. Saylorville Expansion Capacity Allocations. The Allocated Capacity of Founding Member Agencies that ~~subscribe to payment of pay~~ the costs of the Saylorville Expansion Project shall be increased in the amounts set forth in Schedule IV-8A and Schedule V-3, as of the date that the facilities constructed by the Saylorville Expansion Project become fully operational.

Section 5. New Member Agency Allocations. After the Effective Date, a New Member Agency shall be admitted only to the extent that CIWW has, after taking into consideration any new capacity acquired from the New Member Agency, sufficient capacity available to provide for the New Member Agency’s estimated Max Day Demand, and if need be, there are sufficient existing Member Agencies willing to voluntarily reduce their Allocated Capacity in exchange for payment as provided under this Section.

The following provisions shall govern the Allocated Capacity of New Member Agencies:

- (a) The New Member Agency's minimum requirement for Allocated Capacity ("Required New Member Capacity") in order to be admitted shall be the highest maximum day demand during the previous full five (5) calendar years plus ten percent (10%).
- (b) If the New Member Agency has physical production capacity to be dedicated or transferred to CIWW by the New Member Agency, such capacity shall be allocated to the New Member Agency.
- (c) To the extent that the New Member Agency is a party to a Total Service Agreement with a Founding Agency under Section 9 of Article IV or is a wholesale customer of a Founding Agency under Section 11 of Article IV, the average Max Day Demand for the previous five years supplied to it by the Founding Agency shall be reallocated from such Founding Agency to the New Member Agency. Such Founding Agency shall be compensated for such reallocation as provided in Subsection (f) of this Section.
- (d) To the extent that the New Member Agency is a customer of DMWW under Section 10 of Article IV, the average Max Day Demand for the previous five years supplied to it by DMWW thereunder shall be reallocated from DMWW to the new Member Agency and the Purchased Capacity Master Agreement and all right thereunder shall be deemed terminated as between the New Member Agency and DMWW as of the effective date of admission. DMWW shall be compensated for such reallocation as provided in Subsection (f) of this Section.
- (e) To the extent the Required New Member Capacity is not allocated to the New Member Agency under subsections (b), (c), and (d), it must be obtained by the New Member Agency by voluntary reductions in the Allocated Capacity of existing Member Agencies. Such Member Agencies shall be compensated for such reductions as provided in Subsection (f) of this Section.
- (f) The payment required from a New Member Agency with respect to its acquisition of Allocated Capacity under Subsections (c), (d), and (e) of this Section shall be at the rate determined by the Board pursuant to the principles set forth in Schedule V-5. Such payment shall be made by the New Member Agency to CIWW. To the extent a reallocation is made under Subsections (c) or (d), the Founding Agency affected by a reduction of its Allocated Capacity shall be paid a share of such payment that is equal to the increase in the asset transfer consideration that such Founding Agency would have been due if the New Member Agency had become a founding agency when this Agreement was executed less any amount previously recovered by the Founding Agency from the New Member Agency as a capital cost of wholesale service to the new Member Agency, plus interest on the amount computed to be due at the rate of four percent (4%) per annum from the Operational Commencement Date. The balance, if any, of the payment shall be retained by CIWW as additional capital. Any payment under Subsection (e) of this Section shall be paid to the reducing Member Agencies in proportion to their

agreed respective reductions of their Allocated Capacities.

If there are insufficient voluntary reductions by existing Member Agencies to accommodate a New Member's Required New Member Capacity, the New Member Agency may request membership in CIWW based on its participation in Capacity Expansion Projects pursuant to Sections 6 and 7 of this Article. If the New Member Agency meets all the other requirements of this Agreement and the Board for admission, the New Member Agency will be admitted after the requisite Capacity Expansion Projects have been completed and are producing finished water at rated capacity.

Section 6. Capacity Expansions. CIWW shall construct, own and operate new or expanded additional Water Supply Facilities, to increase water output available to CIWW consistent with the CIWW Long Range Plan established under Article VII (each a "Capacity Expansion"). A project that creates a Capacity Expansion is a "Capacity Expansion Project." All Capacity Expansion Projects required to meet expected growth in demand by Member Agencies as expected under the CIWW Long Range Plan shall be funded by the Member Agencies as stated in Section 7 of this Article. Other Capacity Expansion Projects may be funded either from CIWW funds or by prospective New Member Agencies, or by Member Agencies as provided in the CIWW Long Range Plan and the CIWW Capital Plan. The additional water output capacity created by a Capacity Expansion Project funded by Member Agencies, other than New Member Agencies, shall be allocated to Member Agencies in proportion to the amount such Member Agency pays for a part of a Capacity Expansion Project under Section 7(b) of this Article. The additional water output capacity created by a Capacity Expansion Project funded by a New Member Agency under Section 7(c) shall be allocated to the New Member Agency providing the funding. The additional water output capacity created by a Capacity Expansion Project funded from CIWW sources of funds shall be allocated to Member Agencies in proportion to their previously Allocated Capacities prior to the Capacity Expansion, except to the extent the Board determines to maintain an unallocated reserve capacity for business and operational reasons it deems sufficient.

Section 7. Costs of Member Agency-Funded Capacity Expansions. The costs of Capacity Expansion Projects funded by Member Agencies shall be allocated among, and be borne by, the Member Agencies as follows:

- (a) Nine per cent (9%) of the total cost of the Capacity Expansion Project shall be allocated to all Member Agencies based on each Member Agency's pro rata share of Allocated Capacity as of the date the Board approves the Capacity Expansion Project;
- (b) Ninety-one per cent (91%) of the total cost of the Capacity Expansion Project shall be allocated pro rata based upon the forecasted increases in projected demand of each Member Agency having a projected increased demand as set forth in the CIWW Long Range Plan that forms the basis of the Board's approval of the Capital Expansion Project; ~~and~~
- (c) Notwithstanding subsection (a) and (b), one hundred percent (100%) of the cost

of any Capacity Expansion Project, or any part thereof, which is constructed to meet the Required New Member Capacity of a New Member Agency, shall be paid by such New Member Agency-; and

- (d) Each Member Agency or New Member Agency shall pay or satisfy its share of the costs of each Capacity Expansion Project pursuant to Section 7(b) and 7(c) hereof by payment of such share to CIWW. Each Member Agency and New Member Agency shall make specific provision for payment of its allocated share of the Capacity Expansion Project, and if sufficient funds are not available to said Member Agency or New Member Agency, each shall issue bonds, notes, or other obligations as it deems appropriate to fund its allocated share. Financing allocated costs of a Capacity Expansion Project, including the issuance of bonds, notes or other obligations, shall be undertaken by Member Agencies and New Member Agencies individually, to the extent necessary to capitalize their respective cost allocation. If CIWW issues Bonds for said Capacity Expansion Project, Debt Service on said Bonds shall be allocated to Member Agencies and New Member Agencies in accordance with Section 7(b) and 7(c) hereof, and collected by CIWW from the affected Member Agencies and New Member Agencies, along with rates imposed in accordance with Schedule VI-2 hereof.

Section 8. Member Agencies Transferring Capacity to Other Members. A Member Agency that no longer has a need for a portion of its allocated capacity may sell allocated capacity deemed to be in excess of its needs to any interested Member Agency. In the event two or more Member Agencies are interested in the capacity being offered, the capacity shall be allocated among all interested Member Agencies based on a pro rata allocation of each Member Agency's best estimates of future water requirements and demand as reported to the Technical Committee for Long Range Planning under Section 3 of Article VII. The purchase price per gallon per day shall be the cost per gallon per day of CIWW's most recently constructed capacity expansion. Payment in cash or, if the selling Member Agency has an allocation of CIWW debt, a portion of its allocated debt based on the purchase price and gallons of capacity purchased and sold, shall be transferred from the selling Member Agency to the purchasing Member Agency or Agencies. The Board shall have discretion to adjust the methodology set forth in this Section as it may determine to be necessary to ensure equity among the Member Agencies in the cost allocation used to determine the appropriate cash payment or transfer of debt.

Section 9 Funding of Joint Capital Projects. After the Effective Date, each capital project related to the Designated Water Supply Facilities acquired, or to be acquired, by CIWW or any other CIWW facility that is not a Capacity Expansion Project shall be a "Joint Capital Project." Joint Capital Projects shall include any project to maintain, repair, update, or improve any applicable facility that does not expand its capacity. The funding of Joint Capital Projects shall not be subject to Section 7 of this Article. Joint Capital Projects shall be funded either by CIWW from one or more of the following sources: CIWW rates, CIWW reserves, CIWW bond issuance, or other sources of funding available to CIWW.

## ARTICLE VI. WHOLESALE RATES TO MEMBER AGENCIES

Section 1. Rates to Recover Costs. The Board shall establish wholesale rates to be charged to Member Agencies that are calculated in the aggregate based on the anticipated total Revenue Requirements of CIWW as determined by the Board. CIWW's "Revenue Requirements" shall be the amount determined to be sufficient to defray all of the costs of water and other operating and maintenance expenses of CIWW, to provide for capital requirements, and to satisfy all requirements of the current and future financing of CIWW's capital requirements, including payment of Debt Service, compliance with coverage and reserve requirements, and financing covenants of any Bonds, and to provide reasonable unrestricted cash reserves as determined by the Board of Directors. The Board may adjust the operating reserves from time to time.

Section 2. Annual Determination of Revenue Requirement. CIWW's Revenue Requirements and the rates to be charged to Member Agencies collectively and individually, shall be determined annually by the Board in its sole judgment. The Revenue Requirements will be prospective and developed as part of the budget process under Article XV. The Board shall obtain a cost of service study annually based on the American Water Works Association M-1 Manual or similar standard that is widely accepted in the water supply industry, and shall apply such study in a manner consistent with the mandatory rate principles set forth in Schedule VI-2. In setting rates, the Board will assign the actual cost of service to each member, and recover costs from each within a reasonable degree of precision and certainty.

Section 3. Volume and Max Day Demand of Member Agencies. The volume of water provided by CIWW to each Member Agency and the Max Day Demand utilized by each Member Agency shall be determined by metering at the point of delivery to the extent meters now existing or hereafter created allow such measurement. All other volumes and Max Day Demands shall be estimated based on the methods and assumptions set forth in Schedule VI-3 hereto.

Section 4. Individual Rates. The Board will establish rates prior to the Operational Commencement Date. The Board shall analyze, review and revise rates annually as provided by the terms of this Agreement. The rates to Member Agencies shall be based on the principles and methodologies as set forth in Schedule VI-2. The Board's judgment, reasonably reached, shall be final as to the establishment of water rates to Member Agencies, subject only to the dispute resolution provisions of Article XXV of this Agreement. Rates shall be effective January 1 of each year.

Section 5. Charges for Excess Consumption. Water delivered in a daily quantity that is greater than a Member Agency's Allocated Capacity is deemed to be "Excess Consumption" and further deemed to be the use of the Allocated Capacity of other Member Agencies. CIWW is not obligated to supply water on any day to any Member Agency that is in excess of its Allocated Capacity. However, to the extent Excess Consumption is provided to a Member Agency then the Member Agency shall be subject to Capacity Lease Charges as defined by Schedule VI-5. Capacity Lease Charges shall be billed to Member Agencies incurring the charges and CIWW shall credit the receipts thereof to the Member Agencies not incurring such charges on such days

on a proportionate basis as defined in Schedule VI-5. Member Agencies ~~who~~that have Excess Consumption for more than ten (10) days in any calendar year shall have the maximum amount of the Excess Consumption added to the Member Agency's projected demand in the Long Range Plan prepared according to Article VII.

~~Section 6. Initial Rates. The initial rates to be charged and applied effective as of the Operational Commencement Date are contemplated to be as set forth in Schedule VI-6, subject to revision by the Board following development of the Initial Budget. The Board will analyze, review and revise rates, annually as provided by the terms of this Agreement.~~

~~Section 7. Billing, Payment~~Section 6. Billing, Payment. Member Agencies shall be billed monthly in arrears for actual delivery at the established rates, and shall pay the billing in full without offset or reduction, except for the netting specified in Section 8, within twenty-five (25) days of the date of issuance of the bill.

~~Section 87.~~ Netting of Payments Due Under This Agreement. Any amounts due or credits due between CIWW and any Member Agency for services, charges, or other obligations arising under this Agreement may be netted against any other billings between them, but billings shall not otherwise be offset against any other obligations between them.

~~Section 98.~~ Member Agency Financial Covenant. Each Member Agency covenants that it will set its own rates and charges to its retail, Wholesale and Total Service Agreement customers, and collect such charges, to assure that the Member Agency has revenue sufficient to meet the Member Agency's expenses and financial obligations, including all financial obligations to CIWW, which shall be an annual operating expense of the public water supply system of each Member Agency.

## **ARTICLE VII. LONG RANGE PLAN AND WATER QUALITY**

Section 1. Long Range Plan. The Board shall prepare and adopt a long-range plan to meet the needs for drinking water of the Member Agencies over a planning horizon of not less than ten (10) years (the "CIWW Long Range Plan") and shall revise such plan as needed as new Member Agencies are admitted and as other circumstances dictate. The CIWW Long Range Plan shall take into account all factors relevant to the mission of CIWW, including without limitation: (a) expected growth in water requirements of the Member Agencies; (b) source water availability and quality; (c) long range trends affecting source water supplies and allocations, including impacts of climate change; (d) water treatment capacities and requirements; and (e) all other matters necessary to assure the safety of drinking water supplies and sufficiency of quantity to meet demands, at reasonable cost. The initial CIWW Long Range Plan preparation shall commence promptly after the Effective Date and be completed within one (1) year of the Effective Date of this Agreement and shall be adopted by the Board prior to the Operational Commencement Date. The initial CIWW Long Range Plan will be based on the existing DMWW and WDMWW long-range plans as starting points but with such changes and updates as may be proposed to the Board by the Long Range Planning and Capital Improvements Committee, and by the Technical Committee, or that the Board determines to be appropriate.

Section 2. Update to Plan. The CIWW Long Range Plan shall be updated on a regular basis, and in any event no less frequently than every five (5) years.

Section 3. Member Agency Participation. Each Member Agency shall participate in, and support, the process of preparing and updating the CIWW Long Range Plan by making its data and information available to CIWW and to its planning staff and contractors. Each Member Agency shall supply its best estimates of future water requirements and demand in support of CIWW's planning efforts within a reasonable time upon request. Information supplied by Member Agencies shall be based on uniform standards and principles for such information established by the Technical Committee. CIWW shall have no service obligation to meet any Member Agency's demand to the extent the Member Agency's demand exceeds the Member Agency's forecasted demand expressed in the CIWW Long Range Plan.

Prior to the original adoption of the CIWW Long Range Plan by the Board, and prior to each update thereto, Member Agencies shall review, approve and certify to CIWW confirmation of the CIWW Long Range Plan's compliance with their individual stated needs over the intended time period covered by the applicable CIWW Long Range Plan, or updates thereto.

Section 4. Implementation of CIWW Long Range Plan. The Board shall be responsible, in its discretion, to operate CIWW in accordance with the CIWW Long Range Plan and to implement the CIWW Long Range Plan's provisions.

Section 5. Source Water Quality Protection and Improvement. The Board shall establish and implement a program to protect and improve the water quality of CIWW's actual and potential water sources. The program will include outreach and cooperation with federal, state and local agencies, and with other parties with interests in the watersheds and aquifers on which CIWW relies. CIWW's implementation of a water quality program may include expenditures of CIWW funds under the direction of the Board after determination that such expenditures will further the goals of protecting and improving the quality of CIWW's source waters.

## **ARTICLE VIII. GOVERNING BOARD**

Section 1. Governing Body. CIWW shall be governed by a Board of Trustees ("Board") as constituted and established in this Article. Members of the Board shall receive no compensation from CIWW, other than reimbursement for valid expenses incurred, for service on the Board. Except as limited by the Member Agency Vote requirements of Article XI, and by the terms of this Agreement, the Board shall have full and plenary authority over CIWW, and over the conduct of CIWW's business and affairs.

Section 2. Initial Composition of Board. The initial Board shall consist of ~~\_\_\_\_\_~~ ~~(fourteen (14))~~ Trustees, with one Trustee appointed by and representing each of the Founding Agencies, and with DMWW entitled to appoint and be represented by one Additional Trustee by application of the additional Trustee provision of Section 4 of this Article. It is intended that water systems served by Member Agencies under Sections 9, 10, and 11 of Article IV shall be represented on the Board only by the Trustee(s) appointed by the Member Agency providing service to such water systems.



Section 3. Size of Board. The number of Trustees shall always be equal to the number of Member Agencies of CIWW plus one or more Additional Trustees based on population served as provided in Section 4 of this Article.

Section 4. Additional Trustees. In addition to the one Trustee representative provided for each Member Agency, any Member Agency that serves areas with a total population in excess of one hundred thousand (100,000) persons shall be entitled to one additional Trustee representative (an "Additional Trustee"). The Additional Trustee shall be identified as such by the appointing authority at the time of appointment. Population shall be determined on the basis of the most recently available United States Census data, including any United States Census estimates that are issued after the last decennial United States Census. For the purposes of this Section, the area served by a Member Agency shall include the areas directly served by the distribution system of the Member Agency, and the area served by the Member Agency under Sections 9, 10 and 11 of Article IV.

Section 5. Board Appointments and Terms. Each Trustee, including any Additional Trustee, shall be appointed by the Member Agency being represented. In the case of a Member Agency that is a city utility governed by the City Council, the appointment shall be made by the mayor of the City, subject to approval of its City Council. In the case of any other Member Agency, including Board-governed city utilities, the appointment shall be made by resolution of its governing body. Trustees shall serve three (3) year staggered terms or until their replacement is appointed. For the purpose of providing staggered terms, the Board shall be divided into three classes of equal size, or as nearly equal size as possible, with terms expiring on a staggered basis. The initial staggered terms of the Trustees representing the Founding Agencies shall be established by division of the Board into three classes that are assigned by lot at the first meeting of the Board after the Effective Date, subject to the requirement that the regular Trustee representing any Member Agency and any Additional Trustee representing such Member Agency shall be assigned to different classes. Upon the occurrence of any vacancy on the Board for any reason, the Member Agency being represented shall appoint a replacement for the unexpired term of the vacant position. Trustees may be appointed for any number of terms in the discretion of the appointing Member Agency. When a New Member Agency is admitted under this Agreement, the New Member Agency shall appoint a Trustee, and if applicable an Additional Trustee, to represent it, with each such Trustee assigned to a class by resolution of the Board.

Section 5A. Board Alternates. Each Member Agency may at any time appoint an alternate, on a temporary or permanent basis, to any Trustee or Additional Trustee appointed by such Member Agency. The Member Agency may remove or replace any appointed alternate at any time. The appointment of an alternate to a Trustee or Additional Trustee at any time shall supersede and replace any prior appointments of an alternate. All appointments of alternates shall be made by resolution of the governing body of the Member Agency and communicated to the Secretary of the Board. Alternates shall be entitled to all information provided to, and notices given to, Trustees and Additional Trustees, and may attend any open session of the Board as an observer. An alternate to a Trustee or Additional Trustee shall vote and participate in any meeting of the Board in the place of such Trustee or Additional Trustee at any meeting where such Trustee or Additional Trustee is absent, but shall otherwise have no Board vote, and shall otherwise have

no right or power to participate in Board discussions, deliberations, or actions except as recognized by the Chair of the Board.

**Section 6. Removal.** Any Trustee may be removed by the appointing Member Agency at any time for any reason or for no reason. Any Trustee may also be removed for cause by vote of the Board. Any such removal shall create a vacancy to be filled as provided in Section 5 of this Article. Any Trustee removed for cause by vote of the Board shall not be eligible for re-appointment.

**Section 7. Effect of Withdrawal of Member Agency on Board.** If any Member Agency withdraws from membership in CIWW or is for any other reason no longer a Member Agency, the size of the Board shall be automatically reduced and any Trustee representing the departed Member Agency, shall be deemed to no longer serve on the Board effective as of the date of the Member Agency's withdrawal or departure.

**Section 8. Quorum.** The presence of at least a majority of the duly appointed and acting Trustees, including Additional Trustees, shall constitute a quorum required to be present to convene a meeting of the Board and for the conduct of its business. The Chair shall determine whether a quorum exists, shall cause the names of the Trustees present to be entered into the meeting minutes, and shall call the meeting to order if a quorum exists. A quorum for a weighted vote shall require the presence of Trustees representing at least three Member Agencies as well as Trustees representing a majority of the weighted vote allocation described in Section 10(d) hereof.

**Section 9. Voting.** Except as provided in Section 10 of this Article, each Trustee, including each Additional Trustee, shall have one (1) vote, and the majority vote of the Trustees present and voting, if a quorum is established, shall prevail on any vote. No vote shall be taken without a quorum of the Board being present. The Chair, or in the Chair's absence the Vice-Chair, of the Board shall be entitled to vote and participate in discussion, but shall not make or second a motion.

**Section 10. Weighted Voting by Board.**

- (a) Approval and issuance of Bonds shall be considered by the Board on a weighted vote, as described in subsection (d) hereof. An affirmative vote of a majority of the Trustees of the Board, on a weighted basis, shall be required on all Board actions relating to Bond issuances hereunder (other than as provided in Article XVII, Section 3).
- (b) Trustees representing any two (2) or more Member Agencies may request a weighted vote on any of the following matters that come before the Board for action:
  - (i) Any proposal to the Member Agencies to amend or terminate this Agreement or to amend any Schedules to be submitted for Member Agency vote under Article XX;

- (ii) Any Board action to update or amend the Board Modifiable Schedules as defined in Section 2 of Article XX;
  - (iii) Admission of New Member Agencies and the terms thereof under Article XII;
  - (iv) Adoption of the Initial Budget under Section 2 of Article XV;
  - (v) Adoption of each Annual Budget under Article XV, or any amendment to an approved Annual Budget;
  - (vi) Setting of rates and charges payable by Member Agencies;
  - (vii) Adoption of the initial Long Range Plan under Article VII;
  - (viii) Any modification of the Long Range Plan under Article VII;
  - (ix) Adoption of any CIWW Capital Plan or modification to the CIWW Capital Plan under Article XV, including without limitation adoption of the Initial Capital Plan or any Capital Call;
  - (x) Issuance of any Emergency Member Agency Assessments under Section 5 of Article XV;
  - (xi) Adoption or amendment to the Bylaws;
  - (xii) Declaration of Default of a Member Agency under Article XXIII;
  - (xiii) Hiring or terminating the Executive Director, Legal Counsel, or Third-Party Fiduciary;
  - (xiv) Removal of a Trustee for cause;
  - (xv) Any Amendment to the CIWW Water Shortage Plan; or
  - (xvi) Determination of any issues pertaining to the meaning or application of the definition of Water Supply Activity, Water Distribution Activity, Water Supply Facility or Water Distribution Facility.
- (c) No action on any matter listed in Section 10(a) that is eligible for a request for weighted vote shall be considered by the Board at any meeting unless the matter is placed on the Agenda of the Board prior to the meeting and written notice of such agenda item is given at least five (5) days before the meeting to all Trustees. A request for weighted vote must be made by the requisite number of Trustees before the vote on the matter that is the subject of such request. Upon any timely request, any Board action on such matter shall be suspended, and the Board will hold a weighted vote on the matter subject to such request at its next meeting. Notwithstanding the foregoing, action on any Emergency Member Agency Assessments may be taken immediately at the meeting when proposed provided any required notice thereof is given in writing to each Member Agency.
- (d) For purposes of weighted voting, the full voting power of the Board shall be proportionately allocated and assigned among the Trustees representing the Member Agencies, excluding any Additional Trustees, on the basis of the average of the Annual Demand as set forth in Schedule I-2, but excluding demand attributable to wholesale customers that continue to be served by DMWW under

the Purchased Capacity Master Agreement, as updated for the immediately preceding five full calendar years preceding the date of the vote. The allocation shall be recomputed when New Member Agencies are admitted, and shall be recomputed each year based upon the total Annual Demand of each Member Agency for the five full calendar years preceding the vote. Votes representing a majority of the “weighted vote allocation” hereunder plus the votes of Trustees representing at least three Member Agencies shall be required to approve Board actions subject to weighted voting under Subsection (b) of this Section. The agenda for any meeting where action to approve item(s) subject to weighted vote shall include a statement relating to the weighted vote requirement for each such item.

- (e) The weighted voting power of a Trustee representing any New Member Agency admitted after the Effective Date shall be based on a transition formula based upon actual or expected Annual Demand established by the Board at the time of its admission.
- (f) In the case of a Board action requiring a weighted vote, the minutes shall reflect the item(s) subject to a weighted vote, and record the specific votes of each Trustee for the Member Agencies on the Board.

Section 11. Meetings of Board.

- (a) Regular meetings shall be held at least monthly at the place, day and hour set forth in a schedule of regular meetings for the following year that is approved by the Board at or before its Annual Meeting each year. The regular meeting of the Board in December of each year shall be the Annual Meeting. A copy of the agenda and all materials to be considered at each meeting of the Board shall be mailed, e-mailed, or delivered to each Trustee and to the elected official or administrator designated by each Member Agency to receive notice hereunder, at least two (2) days prior to the meeting, or such longer period as may otherwise be set forth in the Bylaws.
- (b) Special meetings of the Board, for any purpose or purposes consistent with this Agreement may be called by the Chair and shall be called by the Chair at the request of any two Member Agencies. The requirements of subsection (a) of this Section shall apply except that the notice of any special meeting shall be given not less than five (5) nor more than twenty (20) days prior to the date of the special meeting.
- (c) Notices under this section shall be deemed given upon actual delivery of a written notice, or by actual delivery of an e-mail, or three (3) days after deposit in the United States mail.
- (d) All meetings of the Board shall be public meetings to the extent required by

Chapter 21, Iowa Code, or any successor laws, as the same may be amended or supplemented in the future, and such rules of order as the presiding officer shall determine. Proceedings of the Board shall be published as provided by Section 28E.6 (3), Iowa Code or other applicable law.

~~Section 11A. Board Alternates. Each Member Agency may at any time appoint an alternate, on a temporary or permanent basis, to any Trustee or Additional Trustee appointed by such Member Agency. The Member Agency may remove or replace any appointed alternate at any time. The appointment of an alternate to a Trustee or Additional Trustee at any time shall supersede and replace any prior appointments of an alternate. All appointments of alternates shall be made by resolution of the governing body of the Member Agency and communicated to the Secretary of the Board. Alternates shall be entitled to all information provided to, and notices given to, Trustees and Additional Trustees, and may attend any open session of the Board as an observer. An alternate to a Trustee or Additional Trustee shall vote and participate in any meeting of the Board in the place of such Trustee or Additional Trustee at any meeting where such Trustee or Additional Trustee is absent, but shall otherwise have no Board vote, and shall otherwise have no right or power to participate in Board discussions, deliberations, or actions except as recognized by the Chair of the Board.~~

~~Section 12. Bylaws. The Board may adopt bylaws relating to its proceedings, the conduct of the affairs of CIWW, and the terms of service for water provided to Member Agencies that are not inconsistent with this Agreement. Such bylaws may be adopted, and may be amended or repealed, by vote under this Article, provided that such Bylaws or proposed amendment or repeal of such Bylaws, was presented in writing at a prior regular meeting of the Board, and provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken. In the event of conflict between the provisions of the bylaws and the provisions of this Agreement, the provisions of this Agreement shall prevail.~~

## ARTICLE IX. OFFICERS OF BOARD

Section 1. Number and Term. The officers of the Board shall be the Chair, the Vice-Chair and the Secretary, each of whom shall be elected from among the members of the Board by vote of the Board at an Annual Meeting of the Board to serve for the following two calendar years. Each of the officers shall be a representative of a different Member Agency. Officers shall be elected for a two-year term, with a possible second term available. In no event shall a person hold one specific officer position for more than two (2) consecutive terms. Provided, however, that an officer chosen to fill a vacancy shall be entitled to serve two (2) full consecutive terms after completion of the term filling the vacancy.

Section 2. Duties of Chair. The Chair shall preside at all meetings of the Board. The Chair, or the Vice-Chair in the absence of the Chair, shall sign any instruments that the Board has authorized to be executed, except in cases where the signing of instruments shall be required by law to be otherwise signed or executed, or where the resolution of the Board authorizes the signing of such instrument by another person.

Section 3. Duties of Vice-Chair. In the absence of the Chair, or in the event of the death, inability to act, or refusal to act by the Chair, as directed by the Board, the Vice-Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office.

Section 4. Duties of Secretary. The Secretary shall have the following duties and responsibilities, any or all of which may be delegated or assigned by Board resolution to one or more Board clerks or assistant secretaries who need not be Trustees or representatives of Member Agencies:

- (a) The taking and preservation of minutes of the meetings of the Board;
- (b) The giving of all notices in accordance with this Agreement, any Bylaws, as directed by the Board, or required by law;
- (c) Acting as custodian of the records of CIWW;
- (d) Signing and certification of documents and instruments authorized by the Board or by law;
- (e) Keeping a current registry of the names and addresses of Trustees, the Member Agencies, and the officer of each Member Agency designated to receive notices.

Section 5. Election. The Trustees serving on the Board shall elect the Board Officers. The Nominating Committee shall select and offer nominations for each office at the Board's Annual Meeting. Nominations for the officer positions shall also be accepted from the Trustees present at that Annual Meeting. All nominees, including those offered by the Nominating Committee, must receive a second for the nomination to be considered a candidate and voted on for said office.

Section 6. Vacancy. Each officer shall hold office until his or her successor has been elected. A vacancy in the office of Chair, Vice-Chair, or Secretary shall be filled by the Board for the unexpired portion of the term.

## **ARTICLE X. COMMITTEES OF BOARD**

Section 1. Executive Committee.

- (a) An Executive Committee is established for the purposes of reviewing and advising on policy issues at the request of the Executive Director or the Board and making recommendations to the Executive Director, and of making recommendations to the Board regarding the appointment of the Executive Director and thereafter periodically reviewing the performance of the Executive Director and to otherwise assist and advise the Board and the Executive Director. The Executive Committee shall be chaired by the Board Chair. Members of the Executive Committee shall be appointed by action of the Board each year at the Annual Meeting of the Board, consistent with the following provisions.
- (b) For the first three calendar years after the Effective Date, the Executive Committee shall be comprised of (i) the current Chair, (ii) a Trustee representing DMWW

unless it is already represented on the Executive Committee, (iii) a Trustee representing WDMWW unless it is already represented on the Executive Committee; (iv) a Trustee representing UWU unless it is already represented on the Executive Committee; (v) the most recently presiding Chair prior to the current Chair who remains a current Trustee, if applicable; and (vi) one additional Trustee selected at-large. The forgoing provision notwithstanding, at no time shall the membership of the Executive Committee equal or exceed the quorum for the full Board. If the size of the Executive Committee must be reduced to meet this condition, the membership of the Executive Committee shall be reduced by eliminating one or more categories named above in reverse order as named above, that is category (vi), then (v) and so on.

- (c) After the first three calendar years, the Executive Committee shall be comprised of (i) the current Chair; (ii) the most recently presiding Chair prior to the current Chair who remains a current Trustee; (iii) three (3) additional Trustees representing Member Agencies with the highest Annual Demand over the preceding five-year period unless those Trustees are already represented on the Committee; and (iv) one additional Trustee representing the otherwise unrepresented Member Agencies. The forgoing notwithstanding, at no time shall the membership of the Executive Committee equal or exceed the quorum for the full Board. If the size of the Executive Committee must be reduced to meet this condition, the number of committee members in category (iii) shall be reduced as required to meet this condition, by eliminating the representative of the Member Agency under Subsection (c)(iii) with the lowest Annual Demand followed by the next lowest, and so on.
- (d) The Executive Committee shall meet at the call of the Board Chair or at the request of the Executive Director to fulfill its purposes as set forth herein and such other duties as may be assigned to the Executive Committee by resolution of the Board. Member Agencies shall all be provided at least two (2) days advance notice of, and an Agenda for, all meetings of the Executive Committee.

Section 2. Long Range Planning and Capital Improvements Committee.

- (a) A Long Range Planning and Capital Improvements Committee is established to provide planning and technical advice and recommendations to the Board with respect to planning and capital, including but not limited to: (i) adoption and modification of the CIWW Long Range Plan under Article VII, and the CIWW Capital Plan under Article XV; (ii) planning for modifications, or additions to, source water and water treatment facilities and timeline(s) for potential construction; and (iii) such other duties requiring technical, or business expertise as may be assigned by Board resolution.
- (b) The Long Range Planning and Capital Improvements Committee shall be comprised of one individual appointed by each Member Agency, who may be, but is not required to be a Trustee representing such Member Agency, but who shall



be an individual familiar with the current and long-range drinking water requirements of the Member Agency and with regional assets and infrastructure. Each Member Agency may also appoint an alternate representative. The Long Range Planning and Capital Improvements Committee shall include the Executive Director or his or her designee who shall not be a voting member of the Committee.

- (c) The Long Range Planning and Capital Improvements Committee shall be chaired by a member of the Committee elected by the voting Members of the Committee. The Long Range Planning and Capital Improvements Committee shall meet in accordance with a meeting schedule approved by the Committee, at the call of the Chair of the Committee, or at the direction of the Board.

Section 3. Finance & Audit Committee.

- (a) A Finance & Audit Committee is hereby established for the purposes of reviewing issues and items referred to it by the Board. In addition, the Finance & Audit Committee shall make recommendations to the Board on the following: (i) finances, budgets, and budget amendments; (ii) audits of CIWW finances and CIWW records; (iii) rates and charges to Member Agencies; and (iv) such other duties as may be assigned by Board resolution.
- (b) Members of the Finance & Audit Committee shall be appointed annually by the Board Chair at the Annual Meeting. The Membership of the Committee shall not equal or exceed the number constituting a quorum for the full Board. The Finance & Audit Committee shall include the Executive Director or his or her designee, and contracted Third-Party Advisors of the Board, neither of which will be a voting member of the Committee. The Finance & Audit Committee shall be chaired by a voting member of the Committee elected by vote of the voting members of the Committee.
- (c) The Finance & Audit Committee shall meet in accordance with a meeting schedule approved by the committee, at the call of the Chair of the Committee, or at the direction of the Board.

Section 4. Nominating Committee. A Nominating Committee, consisting of at least three Trustees, is established for the purpose of selecting and offering nominations for election to each office of the Board at the Annual Meeting of the Board. Members of the Nominating Committee shall be appointed by the Chair, with the appointments announced at a regular Board meeting held at least three (3) months prior to the Annual Meeting of the Board. The Nominating Committee shall be chaired by a Committee member selected by the members of the Nominating Committee.

Section 5. Technical Committee.

- (a) A Technical Committee is hereby established to provide technical advice or recommendations to the Board in areas requiring technical, business, or operation

expertise, including but not limited to:

- (i) Determination of each Member Agency's water consumption, including its Annual Demand, Max Day Demand, average day demand, average consumption over a specified number of consecutive years (e.g., 3 or 5 years), and average consumption over a specified number of consecutive years;
  - (ii) Computation of updates to Schedule I-2 as soon as may be practical annually after the end of each calendar year;
  - (iii) Determination of designs for all capacity enhancements to be constructed by, or at the request and cost of, CIWW;
  - (iv) Recommendations regarding capacity enhancements or other improvements proposed by one or more Member Agencies or any proposed new Prospective Member Agencies;
  - (v) Determining the population served by each Member Agency for purposes of Section 4 of Article VIII;
  - (vi) Review of the operational sufficiency of the preliminary budget proposed by the Executive Director each year;
  - (vii) Review and recommendations to the Board regarding the meaning or application of the definitions of Water Supply Activity, Water Distribution Activity, Water Supply Facility or Water Distribution Facility;
  - (viii) Monitor effectiveness of, and compliance with the CIWW Water Shortage Plan and advise the Board with respect to amendments thereto as needed; ~~and~~
  - ~~(ix)~~ Such Monitor the usage by each Member Agency of shared transmission mains and pumping stations in comparison to the capacity assigned to each Member Agency under applicable agreements and recommend solutions required to remediate any excess usage and resulting detriment to other Member Agencies; and
  - ~~(ix)~~ (x) Duties as outlined in this Agreement, and such other duties requiring technical or business expertise as may be assigned by Board resolution.
- (b) The Technical Committee shall be comprised of one individual appointed by each Member Agency, who may be, but is not required to be a Trustee representing such Member Agency, but who shall be an individual familiar with the Member Agency's local distribution or business operations. Each Member Agency may also appoint an alternate representative. The Technical Committee shall include the Executive Director or his or her designee, who shall not be a voting member of the Technical Committee. Each Member Agency is entitled to one vote on the Technical Committee to be cast either by the appointed individual or alternate.
- (c) The voting members of the Technical Committee shall elect a chair. The Technical Committee shall meet in accordance with a meeting schedule approved by the committee, at the call of the chair of the Committee, or at the direction of the Board.

Section 6. Other Committees. By resolution, the Board may designate two or more Trustees or other persons to constitute a committee. Such committee shall, if authorized by resolution of the Board, provide advice and recommendations to the Board or otherwise act pursuant to the authority delegated by the Board resolution. The designation of such committees shall not relieve the Board of any responsibility unless such responsibility is specifically delegated to the committee by Board resolution. Meetings of such committees may be held at such time and place as the committees or Board may fix from time to time.

#### **ARTICLE XI. MEMBER AGENCY VOTE**

Section 1. Member Agency Votes. The matters set forth in Section 2 of this Article XI shall require a vote of the Member Agencies by written ballot before going into effect. Each Member Agency will have one vote on each matter requiring a Member Agency vote under this Agreement.

Section 2. Requirement for Member Agency Vote. The following matters adopted or proposed by the Board shall require a vote of the Member Agencies to be effective:

- (a) Any proposal adopted by the Board to amend or terminate this Agreement, except updates or amendments to the Board Modifiable Schedules as defined in Section 2 of Article XX may be approved by the Board without Member Agency vote;
- (b) Any proposed merger or consolidation of CIWW with any other agency or entity or any sale of all, or substantially all, of the assets of CIWW; and
- (c) Any matter regarding Bonds that, in the opinion of bond counsel to CIWW, requires a vote of the Member Agencies.

Section 3. Vote by Written Ballot. A vote of the Member Agencies shall be conducted by written ballot cast on a form of ballot for each measure coming before the Member Agencies that shall be provided by the Secretary, with such ballots cast required to be received by the Secretary within thirty-one (31) days of dispatch to the Member Agency. Member Agency votes shall be cast solely at the direction of the governing body of the Member Agency pursuant to a resolution of such governing body. Multiple measures may be submitted on a single form of ballot, provided that the ability to vote for or against each separate matter is preserved.

Section 4. Vote Required for Member Action. The affirmative vote of not less than a majority of the votes entitled to be cast by Member Agencies shall be required for approval or adoption of any matter coming before the Member Agencies for vote regardless of the actual total number of votes cast, except that a vote to terminate this Agreement, or a vote to amend this Agreement that effectively terminates this Agreement shall require the affirmative vote of two-thirds (2/3) of all Member Agencies as provided in Section 1 of Article XX, and the required vote on bond matters shall be as specified in Article XVII.

#### **ARTICLE XII. ADMISSION OF NEW MEMBER AGENCIES**

Section 1. Admission of Additional Member Agencies. During the term of this

Agreement, one or more additional qualified public entities meeting the definition of a public water supply system in Chapter 455B, Iowa Code, ("Prospective Member Agency") may be admitted to membership as a Member Agency within the meaning of this Agreement, and thereby become entitled to, and subject to, all of the benefits and obligations of this Agreement. To be qualified for membership the Prospective Member Agency must be a political subdivision of the state, licensed as a public water supply entity within the geographic area that it is physically practical for CIWW to serve and that either CIWW has the capacity to serve, or CIWW and the Prospective Member Agency have agreed to the financing and construction of the Capacity Expansion Project necessary to provide additional capacity, with costs allocated to said Prospective member Agency in accordance with Section 7 of Article V, ~~Section 7~~ of this Agreement.

Section 2. Application for Membership. Any qualified public entity may apply for membership in CIWW by submitting a request for membership addressed to the Board. Upon receipt of any such request, the Executive Director, the Executive Committee, and the Technical Committee shall investigate such request, and each shall make their recommendations to the Board regarding the application as promptly as circumstances reasonably permit. The Prospective Member Agency shall pay an application fee in an amount determined by the Board that is sufficient to cover the actual costs incurred by CIWW to review such application. The Board shall approve or reject each application for membership, upon confirmation of Conditions of Membership. The Prospective Member Agency shall be required to comply with any and all legal requirements, including but not limited to notice and public hearing(s) required for any asset transfer, prior to becoming a New Member Agency.

Section 3. Conditions of Membership. The Board shall specify conditions of admission to membership for each Prospective Member Agency, which conditions shall include:

- (a) The amount of the Prospective Member Agency's initial capital contribution;
- (b) The new Prospective Member Agency's initial Allocated Capacity, and the payment or payments required to be made for such capacity, if any;
- (c) The adoption of resolutions by the governing body of the Prospective Member Agency: (i) authorizing its joinder in this Agreement (ii) accepting all terms and conditions of this Agreement, including without limitation the bond resolutions under Article XVII, and (iii) agreeing to any conditions of membership the Board specifies;
- (d) Provisions for the point or points of connection of the Prospective Member Agency to the facilities and sources of supply of CIWW and for the metering or calculation of the quantity of water to be supplied;
- (e) Provisions for dedication of any Water Supply Facilities of the Proposed Member Agency, and for their transfer to CIWW to the extent of benefit to CIWW. New Member Agencies admitted to membership shall be compensated for dedication and transfer of production capacity only to the extent the dedicated and transferred capacity exceeds the New Member Agency's Total Capacity Requirement. The compensation paid for any dedication of production capacity shall be the net book value of the surplus capacity dedicated by the New Member Agency and in

- (f) substantially the same manner described in Schedule XIII-1;
- (f) The effective date of membership and of operational connection; and
- (g) Any other terms and conditions of membership that the Board deems to be necessary or appropriate.

The financial conditions applied to admission of each Prospective Member Agency shall never be more favorable than the terms on which the Founding Agencies received when establishing CIWW. ~~Absent~~ Except as provided in Schedule XII-3, or absent exceptional circumstances, the financial conditions for each Prospective Member Agency shall include a premium to reflect the risk incurred by the Founding Agencies in creating CIWW, and the benefits created by the Founding Agencies in establishing CIWW.

Section 4. Effecting Membership. A Prospective Member Agency approved by the Board for membership shall become a New Member Agency after compliance with any conditions of membership specified by the Board, by authorization of its governing body and execution of an agreement of joinder in this Agreement that is filed as required by Section 28E.8, Iowa Code. Such membership shall be effective as of the date of admission specified by the Board or the date of filing with the Iowa Secretary of State, whichever is later.

Section 5. Effect of Joinder. By signing a joinder to this Agreement, each New Member Agency agrees to all of the terms of this Agreement and covenants to take all steps necessary to meet all of its obligations to CIWW, and to enable CIWW to meet its bond obligations under Article XVII.

### **ARTICLE XIII. TRANSFER OF ASSETS**

Section 1. Acquisition of Designated Water Supply Facilities. As provided in Article IV, Section 6, CIWW shall acquire the Designated Water Supply Facilities from the Water Producing Member Agencies on the Operational Commencement Date. Each Water Producing Member Agency has, or will have as part of the approval of this Agreement, complied with all legal requirements including notices and public hearings necessary for the transfer ~~and use~~ of the Designated Water Supply Facilities. The consideration to be paid for asset transfers and other terms and conditions of such acquisitions shall be as set forth in Schedule XIII-1 ~~and Schedule IV-6~~ hereto. Each Member Agency transferring assets shall, except as it may otherwise agree in writing between the Member Agency and CIWW, retain ownership of its office building, but may lease space to CIWW for CIWW's purposes. ~~Each~~ Except to the extent otherwise described in Schedule IV-6, each Member Agency shall retain ownership of any grounds it makes available for public use for park or recreational purposes, subject to such rights of ingress, egress, and use that CIWW may require to make full use of the Designated Water Supply Facilities. Any alteration of the Member Agency's grounds, including, but not limited to, excavation, in order to access the Designated Water Supply Facilities may only occur after obtaining permission from the affected Member Agency, which shall not be unreasonably withheld. CIWW will be responsible for restoring a Member Agency's property that is altered at CIWW's direction. Each Member Agency reserves the right to control its parks and recreation grounds and to make rules governing park or recreational use of its grounds.

Section 2. Outstanding Obligations Secured by the Transferred Assets. No transfer of

assets shall occur under this Article unless: (i) full and adequate provision is made for payment or defeasance of any bonds or other obligations secured by the assets transferred, or full and adequate provision is made for the assumption of said outstanding obligations by CIWW, where permitted, and (ii) compliance with all bond covenants required for the transfer of the assets, or ~~(iii)~~ proper consent is obtained such that there will be no default or breach of covenants under any such bonds or obligations. Asset transfers shall be free of all liens and encumbrances, except the reversionary interest provided in Section 3 of this Article. Any assumption by CIWW of outstanding obligations which financed transferred assets will adjust the credit/consideration calculated under Section 1 hereof in accordance with Schedule XIII-1.

Section 3. Reversionary Interests in Transferred Assets. Each Member Agency that transfers assets under this Article shall retain reversionary interests in the assets, properties and interests transferred by it to CIWW under this Article, under which such assets, properties and interests shall revert and be re-conveyed back to such Member Agency upon any invalidation of this Agreement or upon the expiration or complete termination of this Agreement. The reversionary interest shall not extend to or include any Capacity Expansion under Article V Section 6. The reversionary interest shall be recorded as a matter of public record with respect to any of the assets either in the instrument of transfer or in a separate document. Any asset that is used for both Water Distribution Activity by any Member Agency and Water Supply Activity by or on behalf of CIWW by any Operating Contractor at the time of any reversion of assets under this Section shall be deemed a "Dual Use Asset" regardless of when acquired. Dual Use Assets shall revert to the Member Agency using such asset for Water Distribution Activity upon any invalidation of this Agreement or upon the expiration or complete termination of this Agreement.

Section 4. Funding of Consideration for Asset Transfer. CIWW shall fund cash payments to Member Agencies required for asset transfer through capacity payments from other Member Agencies, including New Member Agencies, under Article V or Article XII, or payments from Member Agencies as set forth in Schedule XIII-1.

#### **ARTICLE XIV. CIWW STAFF, CONSULTANTS, AND MANAGEMENT SUPPORT**

Section 1. Staffing. CIWW shall employ an Executive Director selected by the Board who shall be the CEO and General Manager of CIWW and serve at the pleasure of the Board. The Board may elect to engage a qualified firm to provide the Executive Director's services in lieu of hiring an Executive Director.

Section 2. Initial Administrative Support Contract. CIWW and one or more Member Agencies selected by the Board may enter into one or more initial administrative support agreements for a minimum term of three (3) years from the Effective Date. The Member Agency or Member Agencies will provide administrative services to CIWW, and be compensated as set forth in Schedule XIV-2 to this Agreement. The Board may renew the agreements after three (3) years, or retain a different entity to provide administrative support in the Board's full discretion.

Section 3. Third Party Financial Advisor. CIWW shall engage one or more qualified consultants to advise and support the Board in financial matters including budgeting, cost allocation studies, rate setting, indebtedness, and other financial matters as set forth in Schedule

XIV-3. The financial advisor or advisors shall have professional responsibility to the Board to advise on a competent and impartial basis. ~~The initial advisor shall be [Insert Name] who shall serve as interim financial advisor until the Board engages a financial advisor.~~

Section 4. Legal Counsel. CIWW shall select and engage a general counsel (“Legal Counsel”) on terms specified by the Board and such special counsel as the Board may from time to time determine.

Section 5. Primary Engineering Consultant. CIWW shall select and engage a primary engineering advisor on terms specified by the Board and such special engineering advisors as the Board may from time to time determine.

Section 6. Other Staff and Contracts. The Board may determine to employ such other staff and engage other consultants and advisors for such purposes and on such terms as it determines to be necessary or appropriate, and may contract with third parties for all necessary or desirable services and may define and enforce applicable parameters and benchmarks for the same.

#### **ARTICLE XV. BUDGET AND CAPITAL PLANS**

Section 1. Fiscal Year. CIWW shall operate on a calendar year basis which shall be its fiscal year.

Section 2. Budget and CIWW Capital Plan. The Board shall establish and adopt an Annual Budget and CIWW Capital Plan as governed by a process as set forth herein and within ~~timelines~~ the timeline as provided in Schedule XV-2 as follows:

- (a) Initial Budget and CIWW Capital Plan. On or before the Operational Commencement Date or within twelve (12) months of the Effective Date, whichever first occurs, the Board shall establish an Initial Budget and an Initial CIWW Capital Plan to govern the period from the date of adoption of the Initial Budget to the expected Operational Commencement Date, and for the first fiscal year after the Operational Commencement Date. If the Initial CIWW Capital Plan and Initial Budget indicate a need for an increase in the capital of CIWW to assure that CIWW is able to meet its financial obligations as they become due until commencement of operations and for the first fiscal year thereafter, then the Board shall increase the Initial Capital Contributions specified in Section 9 of Article I and Schedule I-9, and each Member Agency shall make the additional Initial Capital Contributions in accordance therewith, within thirty (30) days of the Board’s adoption of the Initial Budget and Initial CIWW Capital Plan.
- (b) Annual Budget and CIWW Capital Planning. The Board shall annually adopt a CIWW Capital Plan and an Annual Budget.
  - (i) CIWW Capital Planning. On or before May 31 of each year, the Executive Director, with the assistance of the Third Party Financial Advisor and input from



the Long Range Planning and Capital Improvements Committee and the Member Agencies, shall cause to be prepared and submitted to the Board for approval a five-year CIWW Capital Plan as the Board determines is necessary or appropriate to assure CIWW has adequate capital to achieve the Long Range Plan, and to meet CIWW's financial obligations as they become due.

(ii) Annual Budget. On or before August 30 of each year, the Executive Director, with the assistance of the Third Party Financial Advisor and input from the Member Agencies, shall cause to be prepared and submitted to the Board a proposed preliminary CIWW budget for the next fiscal year. The Annual Budget shall specify the expected revenues and operating and capital expenses of CIWW for the fiscal year, and shall make adequate provisions to meet the obligations of CIWW, including Debt Service and compliance with Bond covenants, and adequate provisions for operating reserves, capital reserves, Capacity Expansions, and funding for asset transfers. The ~~Executive Committee,~~ Finance and Audit Committee, and Technical Committee shall review and propose revisions to the preliminary budget. The Executive Director shall revise the preliminary budget based on the committees' reviews. The preliminary budget shall be considered by the Board after a public hearing at a regular Board meeting in November of each year and shall be adopted as the Annual Budget by the Board with such revisions as it deems proper after the November public hearing.

- (c). Modification of CIWW Capital Plan. The Board may vote to modify the Initial CIWW Capital Plan or any subsequent CIWW Capital Plan only after providing at least sixty (60) days' written notice to all Member Agencies. A CIWW Capital Plan may provide for a capital call on Member Agencies under Section 3 of this Article.

Section 3. Capital Call on Member Agencies. A CIWW Capital Plan, as adopted or modified under Section 2 of this Article, may provide for a capital call on Member Agencies payable in one or more installments, provided that the payment shall become due at a time that is at least sixty (60) days after the adoption of the CIWW Capital Plan (a "Capital Call"). Any Capital Call shall be allocated among the Member Agencies on the basis of their respective Allocated Capacities at the time of adoption of the Capital Call. Any Capital Call created by a Capital Plan creates a payment obligation for all Member Agencies to be paid according to the terms of the Capital Plan.

Section 4. Return of Capital. Upon admission of each new Member Agency, the Board may, to the extent funds are available for such purpose, provide for a pro-rata return of the capital contributed by each prior Member Agency, plus a deemed rate of return based on any capital premium charged to the New Member Agency. For so long as CIWW shall remain in existence, no Member Agency or former Member Agency shall otherwise be entitled to any return of capital at any time except in accordance with the provisions of the CIWW Capital Plan.

Section 5. Emergency Member Agency Assessments. In the event that unforeseen or exigent circumstances arise such that CIWW's revenues and capital resources are insufficient to

allow CIWW to meet its financial obligations as they become due, the Board shall issue one or more “Emergency Member Agency Assessments” to the Member Agencies. Each Member Agency’s portion of the Emergency Member Agency Assessment will be based on the Member Agency’s pro rata share of the total Allocated Capacity as defined in Schedule V-3, as amended. Each Emergency Member Agency Assessment shall be due and payable within thirty (30) days of adoption of the assessment by the Board. Emergency Member Agency Assessments shall be repaid, without interest, to the Member Agencies when and as the financial condition of CIWW permits. To the extent a shortfall necessitating an Emergency Member Agency Assessment under this section is due to one or more Member Agency’s failure to timely pay any of its financial obligations to CIWW, CIWW may reallocate the shortfall to all other Member Agencies on an adjusted pro-rata basis (excluding the non-paying Member Agency’s allocation in the calculation). Repayment to Member Agencies who funded the Emergency Member Agency Assessment shall be made from funds received by CIWW upon cure of the delayed payment by, or collection from, the non-paying Member Agency.

Section 6. Annual Budget Certification by Member Agencies. An authorized financial officer of each Member Agency shall annually certify to CIWW, before the beginning of each Member Agency’s fiscal year, that the Member Agency has reviewed the CIWW Annual Budget and imposed sufficient rates and charges, or appropriated other funds, in its own budget sufficient in amount to timely pay its payment obligations to CIWW during the next fiscal year as they become due.

## **ARTICLE XVI. FUNDS AND ACCOUNTS**

Section 1. Funds and Investments. The Board shall establish and maintain appropriate funds and accounts for the purposes set forth in this Agreement. All funds held by the Board shall be accounted for, managed and invested in compliance with Iowa law, including but not limited to, Chapters 12B and 12C, Iowa Code.

Section 2. Annual Audit. An independent auditor selected by the Board will annually audit the financial statements of CIWW. Following the receipt of the audit report, the Board shall deliver a copy of the annual audit to the Member Agencies and shall schedule a meeting of the Board for the purpose of having representatives of the independent auditing firm submit an oral presentation of the audit, and answer questions as may be posed to them by the Board.

## **ARTICLE XVII. CIWW PROJECT FINANCING; ISSUANCE OF BONDS AND REFUNDING BONDS**

Section 1. Project Funding. To the extent the CIWW Annual Budget, as may be amended from time to time, contemplates financing a capital project, each Member Agency shall make specific provision for payment of its allocated share of the financed project, and if sufficient funds are not available to said Member Agency, each shall issue bonds, notes or other obligations as it deems appropriate to fund its allocated share. Financing allocated costs of a capital project, including the issuance of bonds, notes, or other obligations, shall be undertaken by Member

Agencies individually, to the extent necessary to capitalize their respective cost allocation, unless the parties have agreed otherwise for CIWW to issue Bonds for said capital project. To the extent such capital project is a Capacity Expansion Project, if CIWW issues Bonds, Debt Service on said Bonds shall be allocated to Member Agencies in accordance with Section 7 of Article V, Section 7 hereof, and collected by CIWW from the affected Member Agencies, along with rates imposed in accordance with Schedule VI-2 hereof. If the capital project is not a Capacity Expansion Project, but rather a ~~“joint capital project”~~ Joint Capital Project as ~~“contemplated defined in Schedule VI-2”~~ Section 9 of Article V for which CIWW issues Bonds, Debt Service on said Bonds will be administered by CIWW within the rates imposed therein for Base Costs and Extra-Capacity Costs.

Section 2. Obligations Authorized. The Board is authorized to issue its Bonds and Refunding Bonds under the authority of Chapter 28F of the Code, as amended, or as otherwise may be authorized by law from time to time for the purposes set forth in this Agreement. The Board also is authorized, in its discretion, to utilize existing reserves or other available funds to pay all or any portion of the costs associated with the financing or refinancing of the acquisition, construction or expansion of any such water facilities deemed necessary or appropriate, in lieu of issuing Bonds or Refunding Bonds for the same under this Agreement.

Section 3. Member Agency Consent to Issuance.

(a) By their approval and execution of this Agreement, the Founding Agencies hereby consent to and authorize the Board, pursuant to Section 28F.3, Iowa Code, to issue Bonds in one or more series the aggregate principal amount ~~of~~ not to exceed Nine Hundred Million Dollars (\$900,000,000.00) ~~or for~~ projects necessary to carry out the purposes of this Agreement, including but not limited to construction of CIWW Water Supply Facilities to effectuate the CIWW Long Range Plan, or the CIWW Capital Plan, each of which may be modified from time to time by the Board. Without limitation, the initial scope of anticipated projects necessary to carry out the purposes of this Agreement is included as Schedule XVII. Such Bonds may be issued and sold by the actions of the Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers and for such purposes, by either public or private sale, at fixed or variable rates of interest as shall be prevailing at the time of issuance of the Bonds, but which shall not exceed ~~15%~~ fifteen percent (15%) per annum in any event, with such covenants and terms and in such form and manner as the Board shall determine to be appropriate, in its sole discretion. Each new Member Agency shall provide the same consent and authorization upon joinder in this Agreement.

(b) Included within the Bonds authorized in subsection (a) hereof, the Founding Agencies hereby consent to and authorize the Board, pursuant to Section 28F.10, Iowa Code, which is incorporated herein by this reference, to issue Refunding Bonds for the purpose of refunding or refinancing any of the Bonds during the term of this Agreement. Such Refunding Bonds may be issued and sold by actions of the Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers by either public or private sale, at such rates of interest as shall be prevailing at the time of issuance of the Refunding Bonds, but which shall not exceed fifteen percent (15%%) per annum in any event, with such covenants and terms and for the purpose of refunding or refinancing such series of Bonds as the Board shall

determine to be appropriate. Each new Member Agency shall provide the same consent and authorization upon joinder in this Agreement.

(c) To the extent permitted by law, the Board is authorized to and may enter into, amend or terminate, as it determines to be necessary or appropriate, Interest Rate Agreements or other contracts entered into for the benefit of CIWW or for the benefit of any of the holders of the Bonds or Refunding Bonds to facilitate the issuance, sale, resale, purchase, repurchase or payment of any of the Bonds or Refunding Bonds, including bond insurance, letters of credit and liquidity facilities.

Section 4. Not General Obligations. The principal of and interest on all Bonds and Refunding Bonds issued under this Agreement shall be payable solely from and secured by the net revenues of CIWW and from other funds of CIWW lawfully available therefore as provided in Section 28F.5, Iowa Code, or other applicable provisions of law, and the Bonds and Refunding Bonds shall not in any respect be general obligations of the Member Agencies, nor shall the Member Agencies be in any manner liable by reason of such net revenues or other funds being insufficient to pay the Bonds and Refunding Bonds.

Section 5. Allocations of Debt Service. Following the issuance of the Bonds and Refunding Bonds and for so long as any of the Bonds and Refunding Bonds remain outstanding, the Debt Service thereon shall be allocated to the Member Agencies in accordance with this Agreement, and each Member Agency agrees to pay its share of such Debt Service allocated pursuant to Article V, Sections 6 and 7 hereof to CIWW at the times set forth in this Agreement. In the event of a failure by a Member Agency to make any payment due to CIWW as required under this section of the Agreement, which failure continues for a period of ten (10) days, the unpaid amount shall bear interest from the date due until paid at a rate equal to ~~12%~~twelve percent (12%) per annum (or the maximum rate allowable by Iowa law, whichever is less). Failure to make a required payment which continues for a period of thirty (30) days shall constitute an Event of Default hereunder; ~~without further demand by CIWW.~~ and be subject to Article XXIII hereof.

Prior to any Bond or Refunding Bond sale, any Member Agency may make a cash payment for its estimated share, allocated in accordance with Article V, Section 7(b) or (c), of one or more of the Capacity Expansion Project improvements to be financed or refinanced from the specific Bond or Refunding Bond issue. Upon Board acceptance of such Capacity Expansion Project, the Board shall reconcile the Member Agency's cash contribution to its actual share of the project costs as determined under this Agreement. The difference between the Member Agency's actual cost and its cash contribution shall be paid by or to the Member Agency within twelve (12) months.

Section 6. Restriction on Withdrawal. No Member Agency may withdraw or in any way terminate, amend or modify its obligations under this Agreement to the detriment of the holders of CIWW Bonds and CIWW Refunding Bonds while any CIWW Bonds and CIWW Refunding Bonds are outstanding and unpaid, and the provisions of Section 28F.3, Iowa Code, with respect thereto are hereby approved and accepted. Article XXII herein governs the limitations and processes for Member Agency withdrawal.

Section 7. Future Interpretation. The provisions of this Article are intended and shall be construed as to fully invoke the provisions of Chapter 28F, Iowa Code, with respect to the issuance of the Bonds and Refunding Bonds by the Board as described herein, and to reflect the full authorization, consent and agreement of the Member Agencies with respect thereto.

## **ARTICLE XVIII. ACQUISITION AND DISPOSITION OF PROPERTY**

Section 1. Acquisition. In addition to asset transfers under Article XIII, CIWW may acquire such property as it needs to accomplish its purposes by purchase, gift, exchange, transfer, conveyance or otherwise, and shall hold all real, personal and intangible property which it acquires in its own name. To the full extent authorized by law and this Agreement, by authority of chapter 28E's joint exercise of Member Agencies' powers, privileges and authorities, Member Agencies hereby expressly delegate and empower, CIWW to acquire real property or an interest therein for a public use or purpose related to CIWW's function by use of the power of eminent domain in accordance with Chapters 6A and 6B, Iowa Code. CIWW is authorized to bring an eminent domain action in its own name, or CIWW may request a Member Agency to bring such action in its name on behalf of CIWW, provided CIWW shall fully reimburse the Member Agency for all costs of the proceeding, including reasonable attorneys' fees and damages to be paid to the owner of the property being so acquired, and all related administrative and legal expenses. In the event the Board determines not to pay the award made by the compensation commissioners and take possession of the property at the conclusion of the eminent domain proceedings or any appeal thereof, CIWW shall nevertheless reimburse the Member Agency for the costs and expenses, including any attorney fees or damages awarded to the property owner.

Section 2. Disposition. CIWW may dispose of any of its property and shall do so in the same manner as a city under Section 364.7, Iowa Code, provided, however, that any such transfer shall be subject to any rights of reversion provided by this Agreement, unless released or waived by the holder of the right of reversion. CIWW shall provide notice to any purchaser or recipient of CIWW property of any reversionary interests held by a Member Agency. All proceeds from the sale or disposition of property, no matter the origin of such property shall be the property of CIWW, except for any payment made to any holder of a reversionary interest that is made in exchange for release of such reversionary interest.

## **ARTICLE XIX. WATER SHORTAGE PLAN**

Section 1. Water Shortage Plan. The Water Shortage Plan attached as Schedule XIX-1 is hereby adopted by CIWW effective as of the Operational Commencement Date. Such Water Shortage Plan may be amended by the Board at any time.

Section 2. Adoption of Rules and Ordinances. Member Agencies shall enact water shortage provisions in their respective rules and ordinances to the extent necessary to comply with their obligations under the Water Shortage Plan.

## **ARTICLE XX. AMENDMENTS TO THIS AGREEMENT**

Section 1. Amendments. This Agreement, including its Schedules, may be amended by action of the Board that is confirmed by Member Agency vote under Article XI, except that any amendment that effectively terminates this Agreement shall require the affirmative vote of two-thirds (2/3) of all Member Agencies.

Section 2. Board Modifiable Schedules. Notwithstanding Section 1 of this Article, the following Schedules may be updated or amended by vote of the Board and without a Member Agency vote: Schedule I-2, Schedule I-9, Schedule ~~I-9B~~, Schedule IV-1, Schedule IV-~~8B~~, Schedule IV-8C, Schedule IV-14, Schedule V-3, Schedule XIV-2, Schedule XIV-~~43~~, Schedule XV-~~42~~, and Schedule XIX-1 (the “Board Modifiable Schedules”)

Section 3. Limits on Amendments to Terms and Schedules.

- (a) Notwithstanding Section 1 of this Article, for a period of seven (7) years from the Effective Date, no amendment shall be made without the unanimous consent of the Member Agencies to the following Articles, Sections and Schedules of this Agreement:
  - (i) The following section of Article I Purposes and Establishment of Legal Entity:
    - a. Section 13 Term and Period of Existence
  - (ii) The following section of Article III Limitations of Scope and CIWW Powers and Operations:
    - a. Section 1 Prohibited Activities
  - (iii) The following sections of Article IV CIWW Exclusive Supply Rights and Service Obligations and Dedication of Existing Facilities:
    - a. Section 1 Exclusive Supply Rights
    - b. Section 4 Limitations on Founding Agency Water Supply Activities
    - c. Section 6 ~~Dedication Transfer~~ and Operation of Existing Water Supply Facilities
    - d. Section 8 ~~Ownership, Operation, Repair, Replacement, Updating, Improvement and Maintenance of Expansion~~
    - e. Section 8A Saylorville Water Supply Facilities prior to Operational Commencement Date Treatment Plant Expansion
    - f. Section 9 Total Service Agreements
    - g. Section 10 Wholesale Water Service Master Agreement
    - h. Section 11 Other Preexisting Wholesale Relationships
    - i. Section 13 Member Agency Obligations
  - (iv) The following sections of Article V Water Supply Facility Operating Contracts, and Capacity Expansion:
    - a. Section 1 Operating Contracts
    - b. Section 2 Actual Cost Recovery
    - c. Section 3 Initial Capacity Allocations
    - d. Section 4 Saylorville Expansion Capacity Allocations
    - e. Section 5 New Member Agency Allocations

- f. Section 6 Capacity Expansions
    - g. Section 7 Costs of Member Agency Funded Capacity Expansions
  - (v) The following sections of Article VI Wholesale Rates to Member Agencies:
    - a. Section 1 Rates to Recover Costs
    - b. Section 2 Annual Determination of Revenue Requirement
    - c. Section 3 Volume and Max Day Demand of Member Agencies
    - d. Section 4 Individual Rates
    - e. Section 5 Charges for Excess Consumption
  - (vi) The following sections of Article VIII Governing Board:
    - a. Section 1 Governing Body
    - b. Section 2 Initial Composition of Board
    - c. Section 3 Size of Board
    - d. Section 4 Additional Trustees
    - e. Section 10 Weighted Voting by Board
  - (vii) The entirety of Article XIII Transfer of Assets
    - a. ~~Section 3 Operating Contracts~~
  - (viii) The following section of Article XX Amendments to this Agreement:
    - a. Section 1 Amendments
    - b. Section 3 Limits on Amendment to Terms and Schedules
  - (ix) The following section of Article XXII Withdrawal of Member Agencies:
    - a. Section 3 Restrictions and Limitations on Voluntary Withdrawal of Member Agencies
  - (x) The entirety of Article XXIV Extension and Termination of Agreement
  - (xi) The following schedules:
    - a. IV-6 Designated Water Supply Facilities
    - b. V-2 Costs Payable to Water Producing Member Agencies
    - c. V-~~45~~ Charges for Future Capacity Allocations
    - d. VI-~~52~~ Mandatory Rate Principles
    - e. VI-3 Assumptions Used to Estimate Volume of Water Used by Unmetered Member Agencies
    - f. VI-5 Charges for Excess Consumption
    - g. XIII-1 Asset Transfer Terms
    - h. XXII-3 Mandatory Exit Payments for Voluntary Termination of Agreement
- (b) Notwithstanding Section 1 of this Article, the Board and Member Agencies may not adopt, nor purport to adopt, any amendment to the Agreement that adversely affects any operating contract rights, asset transfer provisions, or rights of reversion of any Water Producing Member as provided in this Agreement without the affirmative consent of the governing body of the affected Water Producing Member. Affirmative consent for purposes of this section requires a resolution adopted by the governing body of the affected Water Producing Member.

Section 4. Explanation of Amendment. An explanation of the reasons for any proposed amendment requiring a vote of the Member Agencies shall be adopted by the Board and



shall be included in the transmission of the proposed amendment to the Member Agencies prior to their vote.

Section 5. Filing and Effectiveness. If any proposed amendment is approved as provided herein, the amendments shall be filed with the Iowa Secretary of State as required by Section 28E.8, Iowa Code, and shall be effective, unless the amendment otherwise provides, upon such filing. Any such amendment shall be binding upon all Member Agencies without further agreement or joinder by any Member Agency.

## **ARTICLE XXI. BEST EFFORTS/LIMITATION OF LIABILITY/INDEMNITY**

Section 1. Disclaimers. The Founding Agencies agree that the Designated Water Supply Facilities and any CIWW facilities designed and constructed for or by CIWW are special purpose facilities. Neither CIWW, the Board, nor any of the Water Producing Member Agencies warrants or guarantees that the facilities existing as of the date of this Agreement or created under this Agreement have been, or will be designed or constructed to function efficiently or accomplish the purpose for which they are used or were designed. CIWW accepts, and shall at the time of asset transfer accept, all of the Designated Water Supply Facilities “as-is” and with all faults. CIWW acknowledges that no representations or warranties have been provided to CIWW regarding the Designated Water Supply Facilities, and CIWW takes such facilities at its own risk.

Section 2. Best Efforts. Each Member Agency agrees to cooperate in good faith with CIWW, the Board, and the other Member Agencies to exercise diligence in performing its obligations hereunder, and to use its best efforts to carry out the provisions of this Agreement. The Board will exercise the judgment that a public body generally exercises in the selection of the design engineer or engineers, letting the construction contracts, and in monitoring the actual construction of any new facilities.

Section 3. No Liability. Neither CIWW nor any Water Producing Member Agency shall be liable to any Member Agency by reason of any failure to provide any water services contemplated by this Agreement, or for any error of judgment on the part of the Board or any Water Producing Member Agency, except for any bad faith or willful disregard for the terms of this Agreement. CIWW agrees to defend and indemnify any Water Producing Member from any claims brought by any Member Agency or any third party related to any failure to provide any water services contemplated by this Agreement, or for any error of judgment on the part of the Board or any Water Producing Member Agency, except for bad faith or willful disregard for the terms of this Agreement. The indemnity provided by this section includes CIWW’s payment of Water Producing Member Agency’s reasonable attorneys’ fees incurred in defending any action or claim.

Section 4. Limitations of Liability. NO PARTY ~~(INCLUDING CIWW)~~ SHALL BE LIABLE TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR ~~ANY CLAIM FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUE OR THE LOSS OF USE OF EITHER,~~ OR COSTS OF REPLACEMENT CAPITAL, EXCEPT AS

EXPRESSLY PROVIDED IN THIS AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS SECTION DOES NOT LIMIT THE POWERS OF CIWW WITH RESPECT TO MEMBERS UNDER ARTICLE XV, NOR PRECLUDE ANY AVAILABLE REMEDIES OF CIWW AS TO MEMBERS SET FORTH IN ARTICLE XXIII.

Section 5. Indemnification. Each of the Member Agencies and CIWW (“Indemnifying Party”), to the fullest extent permitted by law, hereby agree to indemnify, defend, pay on behalf of, and hold harmless any other Member Agency and CIWW and their respective elected officials, as appointed officials, agents, employees and volunteers, and others working on behalf of such party (“Indemnities”), against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys’ fees and court costs, that may be asserted or claimed against, recovered from or suffered by the Indemnities by reason of any injury or loss arising out of any wrongful act or omission of the Indemnifying Party, including, but not limited to, bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected to this Agreement. No party shall have any right of indemnity for damages or claims proximately caused by its own negligent or intentionally wrongful acts. Each party’s agreements and obligations as set forth in this Section are applicable for the duration of and following expiration or termination of this Agreement, regardless of the manner of termination, and notwithstanding other provisions of this Agreement.

## **ARTICLE XXII. WITHDRAWAL OF MEMBER AGENCIES**

Section 1. Duration of Membership. Each Founding Agency and each New Member Agency shall continue its membership until the Member Agency voluntarily terminates its membership herein, as hereafter provided. Any withdrawal by a Member Agency shall not constitute or cause termination of this Agreement.

Section 2. Voluntary Termination of Membership. Subject to the restrictions and limitations of Section 3 of this Article, a Member Agency may voluntarily withdraw from membership in CIWW on not less than five (5) years’ written notice to the Board to be effective on the last day of the calendar year after the requisite period of notice has elapsed. In order to withdraw from membership, the governing authority of the Member Agency must adopt a resolution to withdraw, and a certified copy of the resolution to withdraw must be sent to the Board Chair, unless the Chair is a representative from the withdrawing Member Agency, in which case notice must be sent to the Vice-Chair.

Section 3. Restrictions and Limitations on Voluntary Withdrawal of Member Agencies.

- (a) The Member Agencies acknowledge that under current law no Member Agency may withdraw or in any other way terminate, amend or modify its obligations under this Agreement to the detriment of the holders of CIWW’s issued Bonds while any of the Bonds are outstanding and unpaid. Accordingly, no withdrawal, termination, amendment, or modification of the obligations of a Member Agency under this Agreement shall be effective unless adequate provision is made in

accordance with section 28F.3 for defeasance and/or payment of Member Agency's allocation of issued and outstanding Bonds, including without limitation payment in full of any unpaid Capital Call.

- (b) The Board, in its sole discretion, may require the Member Agency seeking withdrawal from this Agreement to pay to CIWW an amount determined by the Board to be necessary to fully fund the future payment obligations of the Member Agency with respect to Debt Service on all Bonds as allocated to the Member Agency under the provisions of this Agreement or any other future agreement related thereto.
- (c) Any Member Agency that voluntarily withdraws shall pay within 30 days of the effective date of the termination of the Member Agency as a member of this Agreement: (i) a "Mandatory Exit Payment" calculated in the manner prescribed in in Schedule XXII-3; (ii) reasonable attorneys' fees incurred by CIWW related to the Member Agency's withdrawal; and (iii) any costs incurred by CIWW to disconnect the departing Member from CIWW Water Supply Facilities.
- (d) A Member Agency that voluntarily withdraws from membership and participation in this Agreement relinquishes its rights to previously contributed capital, and to any reversionary interests in any assets transferred to CIWW. Any Member Agency that voluntarily withdraws is not entitled to any interest in any CIWW assets if after the Member Agency voluntarily withdraws, CIWW's existence terminates as provided in this Agreement. The Member Agency voluntarily withdrawing is not entitled to compensation for the interests relinquished.

### **ARTICLE XXIII. DEFAULT & REMEDIES**

Section 1. Definition of Event of Default. "Event of Default" as to CIWW or any Member Agency means:

- (a) The failure to make payment as required under this Agreement or perform or observe any obligations or covenants under this Agreement, including without limitation any obligation of or relating to water service or under any Capital Call, except that an Event of Default under this subsection (a) ~~is~~, other than a non-payment of debt service allocation as provided in Article XVII, Section 5, shall not include a delay or failure of payment that is cured within thirty (30) days of a demand for payment, or any other failure of performance that is cured within ninety (90) Days of a demand for cure or other corrective action;
- (b) The affirmative repudiation of any obligation of payment or of any covenant of this Agreement, or under any related agreement except that an Event of Default under this subsection (b) shall not include any such action that is cured within thirty (30) days of a demand for cure;
- (c) A receiver is appointed in relation to a Member Agency or CIWW, or in relation

to any of the assets of a Member Agency or CIWW;

- (d) A Member Agency or CIWW becomes insolvent, fails or admits in writing its inability generally to pay its debts as they become due;
- (e) A Member Agency or CIWW makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (f) A Member Agency or CIWW institutes a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights;
- (g) A Member Agency or CIWW has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within ninety (90) days of the institution or presentation thereof.

Section 2. Member Agency Default and CIWW Remedy. Upon the occurrence of an Event of Default as defined in Section 1 of this Article by or attributable to any Member Agency, CIWW may, at the direction of the Board, give the Member Agency notice of default, and after any applicable period of cure has expired:

- (a) Suspend provision of water service to the defaulting Member Agency until such time as Member Agency shall cure the default;
- (b) Bring a claim in arbitration for damages under Section ~~54~~ of Article XXV, or if CIWW so elects, in one or more actions at law or in equity in the Iowa District Court for Polk County to the extent allowed by Section 5 and 6 of Article XXV; or
- (c) Exercise any other rights and remedies individually or collectively available to it by law or agreement.

Section 3. CIWW Default and Member Remedy. Upon the occurrence of an Event of Default, as defined in Section 1 of this Article by or attributable to CIWW that adversely affects any Member Agency, the Member Agency shall have the right, at the direction of its governing body, to give CIWW notice of default and after any applicable period of cure has expired:

- (a) Terminate its membership under Section 2 of Article XXII, without regard to the five-year notice provided therein, and cancel its contracts with CIWW;
- (b) Commence proceedings for an order of the Court for Termination of this

Agreement under Section 2(b) of Article XXIV;

- (c) Bring a claim in Arbitration under Section 4 of Article XXV or if the Member Agency so elects, bring one or more actions at law or in equity in the Iowa District Court for Polk County to the extent allowed by Sections 5 and 6 of Article XXV;
- (d) Exercise any other rights and remedies individually or collectively available to it by law or agreement.

#### **ARTICLE XXIV. EXTENSION AND TERMINATION OF AGREEMENT**

Section 1. Extension of Term. This Agreement may be extended beyond the termination date specified in Section 13 of Article I for an additional specified term not to exceed forty (40) years by written consent of not less than two-thirds (2/3rds) of the Member Agencies. Any Member Agencies that do not consent to such extension within ninety (90) days after receiving notice that the requisite number of Member Agencies have consented to the extension shall be deemed to have voluntarily terminated their membership as provided in Section 2 of Article XXII without further notice by such Member Agency, with such termination to be effective as of the date the period of notice expires.

Section 2. Termination Provisions. This Agreement may terminate earlier than the Termination date only upon:

- (a) the requisite vote of the Board and the Member Agencies as provided by Article XI; or
- (b) A final order of a court having jurisdiction in an action by a Member Agency after a CIWW default where the Court finds that termination is warranted and in the best interests of the public.

Section 3. Disposal of Assets upon Termination. Upon termination of this Agreement after expiration of the Agreement's term, or for any other reason, the assets of CIWW that have not previously been disposed of by the Board, shall, after payment in full of, or making provision for payment in full of all CIWW liabilities, be distributed to the Member Agencies as follows:

- (a) Each Member Agency shall be deemed to acquire, and thereafter to possess ownership interests in the CIWW Water Supply Facilities and assets in which it has a reversionary interest on the date of CIWW's termination. Such ownership by reversion shall be documented and confirmed by deed, assignment, or other conveyance documents issued by CIWW to be effective as of the date of termination. In each case, the ownership interest of a Member Agency in a particular CIWW Water Supply Facility or asset shall be equal to the reversionary interest retained by the Member Agency in the specific CIWW facility or asset, under the terms of this Agreement according to the record of reversionary interests maintained by the Board. Such interest shall be conveyed as a tenancy in common with the other Member Agencies to the extent any particular property or asset has

any non-reversionary interests held by CIWW on the date of termination, including without limitation by reason of Capacity Expansions after the Asset Transfer Date.

(b) Dual Use Assets shall revert to the Operating Contractor using them for Water Distribution purposes as of the date of Termination. Any Dual Use Asset used for Water Distribution Purposes by multiple Member Agencies shall revert to such Member Agencies as tenants in common.

(b)(c) Except to the extent provided in Subsection (a) and Subsection (b) of this Section, all of the other assets and properties of CIWW, including without limitation Capacity Expansions constructed by CIWW after the Asset Transfer Date, shall be distributed to the Member Agencies as tenants in common in proportion to their respective Allocated Capacities as of the date of termination, subject to any reversionary interest of any Member Agency under Subsection (a) of this Section. Such distribution shall be documented and confirmed by deed, assignment, or other conveyance documents issued by CIWW to be effective as of the date of termination.

(c)(d) The distribution of assets under this Section 3 shall be subject to an equitable interest in favor of each entity that is a Member Agency on the date of termination of this Agreement that entitles each such entity to continue to be served by the output of water produced by the assets on a proportionate basis to the extent of their respective Allocated Capacities. Such service entitlementDual Use Assets shall be subject to an equitable interest in favor of continued use for Water Supply Activity by Member Agencies. Such service entitlement and continued use shall be on reasonable terms and conditions established among the parties by good faith negotiation, or if they fail to so agree, may be enforced by equitable proceedings commenced in the Iowa District Court for Polk County.

## ARTICLE XXV. GENERAL

Section 1. Provisions to be Severable. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of any such provision shall not affect the other provisions of this Agreement that can be given effect without the provision determined to be invalid, and to that end, the provisions of this Agreement are severable.

Section 2. Insurance. CIWW shall procure and maintain its own insurance to cover applicable risk, including, but not limited to, cyber, property, casualty, and workers' compensation insurance. CIWW shall require all contractors and subcontractors to have and maintain bonds and insurance in applicable contract documents. Each Member Agency shall procure such insurance covering the Member Agency's risks as the Member Agency may determine. CIWW and each Member Agency waive subrogation for all claims, suits, damages, and demands that are covered by their own insurance, including but not limited to cyber, property, casualty, and workers' compensation insurance.

Section 3. Notices. Notices which CIWW or its Member Agencies are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered, may be or sent by ordinary mail or delivery service to the addresses for such party reflected in the records of CIWW, or may be sent by electronic means, including email. Notice by personal delivery, by delivery service, or by electronic means shall be effective upon actual receipt. Mailed notices shall be effective and deemed to be received by the party to whom directed when they are postmarked.

Section 4. Arbitration.

- (a) CIWW and all Member Agencies agree that any challenge to rates or to any modification to the CIWW Capital Plan adopted by action of the Board and approved by the Member Agencies and any claims for money damages arising between or among them with regard to matters within the scope of this Agreement shall be submitted to mandatory, binding arbitration at the request of any party. A request for arbitration must be in the form of a written notice requesting arbitration. Such notice shall identify each disputed matter to be submitted to arbitration. In the absence of agreement by the parties to the contrary, the question or questions to be arbitrated shall be those specified in the notice requesting arbitration.
- (b) If the parties agree, there may be one arbitrator. If they fail to agree on a single arbitrator, there shall be three arbitrators, one named in writing by the party or parties requesting arbitration, one named in writing by the adverse party or parties, and the third chosen by the first two arbitrators so chosen.
- (c) The party or parties requesting arbitration shall choose an arbitrator within ten ~~(10)~~ days following the parties' decision that they will not agree to use one arbitrator. Failure to do so shall be deemed a waiver of its request for arbitration. If the adverse party or parties desire to appoint a different arbitrator, they shall name their arbitrator within ten ~~(10)~~ days following the receipt of notice of the naming of the first arbitrator. The two arbitrators first chosen shall name the third arbitrator within ten ~~(10)~~ days following the selection of the second arbitrator. Extensions of the time periods to select arbitrators shall not be unreasonably withheld if requested prior to the original deadlines above. Should any party refuse or neglect to supply the arbitrators with any papers or information requested in writing by the arbitrators, the arbitrators are empowered to proceed ex parte. The parties shall agree on the rules to govern the conduct of the arbitration, but in the absence of such an agreement, the most recently published commercial arbitration rules of the American Arbitration Association shall be deemed to apply. The arbitrator or arbitrators must provide a minimum of ~~thirty (30)~~ days' notice before the date set for any hearing on the merits of the dispute.
- (d) No one shall be qualified to act as an arbitrator if service in such role would create a conflict of interest. Each arbitrator selected shall be qualified by experience and knowledge of the matter to be submitted to arbitration. Conflicts of interest include,



but are not limited to: (i) current service on the board, commission, council, or other governing body of CIWW or any Member Agency that is a party to the dispute; (ii) current employment, either as an employee or independent contractor, by any CIWW or any Member Agency; (iii) employment, either as an employee or independent contractor, within the last five (5) years by CIWW or any Member Agency; (iv) any prior participation in negotiations related to the dispute; (v) any direct involvement in the dispute, including as a witness to relevant facts; and (vi) other circumstances that would materially impair the ability of the individual to serve as a neutral arbitrator.

- (e) If there is one arbitrator, the award of the sole arbitrator shall be binding; if three, the agreed upon award of any two shall be binding. The award may be set aside only for reasons permitted under Iowa law.
- (f) The award of the arbitrator or arbitrators shall be in writing and separately state the factual and legal analysis relied upon to reach the decision, and it shall not be open to objection on account of the form of the proceeding or the award.
- (g) The arbitrator or arbitrators may retain special counsel for the purpose of conducting the arbitration proceedings and preparing the arbitration award. In selecting special counsel, the arbitrator or arbitrators may not retain any attorney who has represented CIWW or a Member Agency within the last five (5) years.
- (h) The costs of arbitration and reasonable attorneys' fees for both parties shall be paid by the party requesting arbitration if it does not prevail in said arbitration proceedings. If the party requesting arbitration prevails in the arbitration proceedings, the cost of arbitration shall be shared equally by the parties. Costs of the arbitration, include, but are not limited to, fees to the arbitrator or arbitrators, special counsel fees, and any other costs of the proceeding, but excluding reasonable attorneys' fees. If the party requesting arbitration prevails, each party shall be responsible for its own attorneys' fees. Unless CIWW is a party to the arbitration, CIWW will not be liable for any costs or fees related to the arbitration, except CIWW's own reasonable attorneys' fees if such fees are necessary.
- (i) All Member Agencies consent that any award granted through arbitration will be confirmed in the Iowa District Court for Polk County.

Section 5. Specific Performance. In addition to any other remedies available under applicable law, CIWW, the Board, and each Member Agency shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Agreement.

Section 6. Actions in Court. Except for disputes covered by Section 4 of this Article XXV requiring arbitration, any Party may bring an action in Court for declaratory relief, for specific performance, or for any equitable remedy. Any such action shall be brought in the Iowa District Court in Polk County. EACH PARTY WAIVES TRIAL BY JURY IN ANY SUCH ACTION.

Section 7. Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages

under this Agreement and covenants that it will use reasonable efforts to minimize any damages it may incur as a result of an Event of Default involving any other Party.

Section 8. No Third Party Benefit and Limitation. Neither the provisions of this Agreement nor the provisions of any agreement that CIWW may have with any Member Agency or any other public or private agency shall inure to the benefit of any other entity, or any individual resident, taxpayer, or ratepayer of any Member Agencies. Except as expressly provided in this Agreement, neither this Agreement nor any agreement that CIWW may have with any Member Agency or any other public or private agency may be the basis of a claim or cause of action on behalf of any other person or entity against any Member Agency or any of their respective residents, taxpayers, or ratepayers.

Section 9. Entire Agreement. This Agreement, including the Schedules attached hereto, is the entire agreement between the parties respecting the formation and operation of CIWW. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly approved and executed amendment to this Agreement.

Section 10. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

Section 11. Partnership Disclaimer. Nothing in this Agreement is intended or shall be construed as in any way creating or establishing a partnership between the parties hereto, or as constituting any party as an agent or representative of the other for any purpose or in any manner, other than as specified herein.

Section 12. Counterparts. This Agreement may be executed in multiple counterparts, each of which so executed shall be deemed to be an original.

Section 13. Force Majeure. No party shall be liable for any failure to perform any or all of the provisions of this Agreement if and to the extent performance has been delayed or prevented by reason of any cause beyond the reasonable control of such party. The expression "cause beyond the reasonable control" and the term "Force Majeure" as used in this Agreement shall mean and be deemed to include, but not be limited to acts, regulations, laws, or restraints imposed by any governmental official or body; wars, hostilities, sabotage, riots, or commotions; acts of God; pandemic; or fires, floods, storms, or lightning.

Section 14. Service Territories. The retail service territories of Member Agencies, and any transfers of retail customers or territories between Member Agencies shall be governed by applicable state and federal statutes, including but not limited to Sections 357A.2 and 357A.21, Iowa Code, and other applicable law, except as they may otherwise expressly agree. Provided, however, in the event of a written agreement between Member Agencies, as identified on Schedule XXV-14 or entered into after the date of this Agreement, the written agreement shall control and nothing in this Agreement shall supersede the agreement between those Member Agencies.

Section 15. Disputes Among Members. Each Member Agency agrees that it will negotiate in good faith with respect to any claims or disputes with other Member Agencies

concerning their respective retail service territories and any other water utility operations matters. No Member Agency shall commence any legal action against any other Member Agency to resolve any such claim or dispute unless it has first conducted mediation of such claim or dispute with a neutral mediator selected by the Executive Director for a period of not less than thirty (30) days. The parties to any such mediation shall be deemed to have agreed to the tolling of any applicable statute of limitations during the pendency of any mediation under this provision.

## **ARTICLE XXVI. DEFINITIONS**

Section 1. Definitions. For purposes of this Agreement, the following words and phrases shall have the following meanings:

- (a) “Additional Trustee” is defined in Section 4 of Article VIII.
- (b) “Agreement” shall mean this 28E/28F Agreement, as the same may be amended and supplemented from time to time.
- (c) “Allocated Capacity” is defined in Section 3 of Article V.
- (d) “Annual Budget” is defined in Article XV.
- (e) “ASR” shall mean aquifer storage and recovery.
- (f) “Board” shall mean the board of trustees CIWW created under this Agreement.
- (g) “Board Modifiable Schedules” is defined in Section 2 of Article XX.
- (h) “Bonds” shall mean any and all bonds, notes, loans or lease agreements, interim obligations, or other obligations issued by CIWW as authorized under Chapter 28F, Iowa Code, or any other applicable provision of law, for the purposes authorized under Chapter 28F, Iowa Code, to finance the costs of facilities and improvements to the CIWW Water Supply Facilities described in this Agreement.
- (i) “Capacity Expansion” and “Capacity Expansion Project” are defined in Section 5 of Article V.
- (j) “Capacity Leasing Charges” is defined in Schedule VI-5.
- (k) “Capital Contributions” shall mean funds provided to capitalize CIWW by Member Agencies either by Initial Capital Contribution, Capital Call or otherwise.
- (l) “Capital Call” is defined in Section 7 of Article XV.
- (m) “CIWW” ~~shall mean~~ means the Central Iowa Water Works entity established and

operating as described in this Agreement.

- (n) “CIWW Capital Plan” means any modified capital plan adopted after the Initial CIWW Capital Plan under Section 2 of Article XV.
- (o) “CIWW Long Range Plan” is defined in Section 1 of Article VII.
- (p) “CIWW Water Supply Facilities” means all facilities used by CIWW to produce, store, or transport water.

(q) “Core Network” means the system of Water Supply Facilities created and owned by DMWW as defined in the Purchased Capacity Master Agreement that is included in the assets to be transferred under this Agreement, and any additions made thereto and expansions constructed after the Operational Commencement Date.

(r) “Debt Service” shall mean means the aggregate annual principal (whether at maturity or pursuant to sinking fund redemption requirements), interest and other payments (including insurance costs, liquidity charges, letter of credit fees, auction agent and remarketing fees and broker-dealer fees) allocated to Member Agencies in connection with outstanding Bonds or Refunding Bonds of CIWW, or other debt obligations of CIWW for the period or periods in question; provided however, that payments on Bonds which have been advance refunded and defeased shall be excluded, as shall payments on Bonds which are to be made from capitalized interest or from other funds escrowed or deposited with a third party and pledged exclusively to the repayment of said Bonds. ~~If CIWW shall issue variable rate Bonds, there shall be taken into account in determining Debt Service the amount of principal and interest payable in the current year, assuming that the interest rate for a whole year on such variable rate Bonds is the rate which was in effect on the last day of the immediately preceding fiscal year and applying such rate on a consistent basis. If such variable rate Bonds were issued subsequent to such last day, then for the balance of the year in which such variable rate Bonds were issued, the first interest rate in effect for such Bonds shall be used.~~

(s) “Designated Water Supply Facilities” is defined in Section 6 of Article IV.

(t) “Dual Use Assets” is defined in Section 3 of Article XIII.

(u) “Effective Date” shall have the meaning set forth in this defined in Section 11 of Article I.

(v) “Emergency Member Agency Assessments” shall have the meaning set forth in this defined in Section 9 of Article XV.

(w) “Event of Default” is defined in Section 1 of Article XXIII.

~~(v)~~(x) “Excess Consumption” is defined in Section 5 of Article I.

~~(w)~~(y) “Force Majeure” is defined in Section 13 of Article XXV.

~~(z)~~ “Founding Agencies” is defined in the Preamble to the Agreement.

~~(x)~~(aa) “Indemnifying Party” is defined in Section 5 of Article XXI.

~~(y)~~(bb) “Indemnities” is defined in Section 5 of Article XXI.

~~(z)~~(cc) “Initial Budget” is defined in Section 2 of Article XV.

~~(aa)~~(dd) “Initial Capital Contribution” is defined in Section 9 of Article I.

~~(bb)~~(ee) “Initial Capital Plan is defined in Section 2 of Article XV.

~~(ee)~~(ff) “Interest Rate Agreement” means, to the extent permitted by applicable law, an interest rate swap or exchange agreement, an agreement establishing an interest rate floor or ceiling or both (including options to enter into or cancel the agreement or to reverse or extend the agreement), currency exchange, cap, collar, forward, hedge or similar agreement entered into by the Board to moderate or manage the interest rate or exchange rate risk respecting any of the Bonds or Refunding Bonds.

~~(dd)~~(gg) “Iowa Code” shall mean the Code of Iowa (2022), as the same may be amended and supplemented from time to time.

~~(hh)~~ “Joint Capital Projects” is defined in Section 9 of Article V.

~~(ee)~~(ii) “Legal Counsel” is defined in Section 5 of Article XIV.

~~(ff)~~(jj) “Mandatory Exit Payment” is defined in Section 3 of Article XXII.

~~(gg)~~(kk) “Member Agency / Member Agencies” is defined in Section 4 of Article I.

~~(hh)~~(ll) “New Member Agency” is defined in Section 4 of Article I.

~~(ii)~~(mm) “Operational Commencement Date” is defined in Section 12 of Article I.

~~(jj)~~(nn) “Prospective Member Agency” is defined in Section 1 of Article XII.

~~(kk)~~(oo) “Purchased Capacity Master Agreement” is defined in Section 10 of Article IV.

~~(H)~~(pp) “Refunding Bonds” ~~shall mean means~~ any bonds, notes, loan agreements or other obligations issued by CIWW for the purposes of refunding any of the Bonds under

the provisions of Article XVII, Section 3(b) hereof.

~~(mm)~~(qq) “Revenue Requirements” is defined in Section 1 of Article VI.

~~(nn)~~(rr) “Total Service Agreement” is defined in Section 9 of Article IV.

~~(oo)~~(ss) “Water Distribution Activity” is defined in Section 2 of Article IV.

~~(pp)~~(tt) “Water Distribution Facilities” is defined in Section 3 of Article IV.

~~(qq)~~(uu) “Water Producing Member Agency” and “Water Producing Member Agencies” are defined in Section 6 of Article IV.

~~(rr)~~(vv) “Water Supply Activity” is defined in Section 2 of Article IV.

~~(ss)~~(ww) “Water Supply Facilities” is defined in Section 3 of Article IV.

Additional terms defined in the Schedules have the meaning assigned in the Schedules.

#### **ARTICLE XXVII. EXECUTION OF AGREEMENT**

Section 1. Passage of Resolution. A Founding Agency or other Member Agency shall become a party hereto by the passage of a resolution by its governing body approving this Agreement and authorizing execution of the same by its officers. This Agreement shall become effective upon such approval, and execution of a counterpart by all of the Founding Agencies and filing of the executed Agreement as required by law.

Section 2. Signature Pages. Each Founding Agency approving this Agreement shall execute the separate signature page provided for it. The parties authorize counsel to any Founding Agency to assemble the signature pages of all signatory parties and to append them to copies of this Agreement for filing with the Iowa Secretary of State.

**[Signature Pages Follow]**

BOARD OF WATER WORKS TRUSTEES OF  
THE CITY OF DES MOINES, IOWA

By: \_\_\_\_\_  
\_\_\_\_\_, Board Chairperson

ATTEST:

\_\_\_\_\_  
Ted Corrigan, CEO and General Manager

STATE OF IOWA    )  
                          )    SS:  
COUNTY OF POLK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and Ted Corrigan to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and the CEO and General Manager of the BOARD OF DMWW TRUSTEES OF THE CITY OF DES MOINES, IOWA, that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2022, and that \_\_\_\_\_ and Ted Corrigan acknowledged the execution of the instrument to be the voluntary act and deed of the BOARD OF DMWW TRUSTEES OF THE CITY OF DES MOINES, IOWA, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



CITY OF \_\_\_\_\_, IOWA

(SEAL)

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Mayor

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: City Clerk

STATE OF IOWA            )  
                                  ) SS  
COUNTY OF POLK        )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before a Notary Public in and for the City, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of \_\_\_\_\_, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

## **NOTE TO DRAFT 23 SCHEDULES**

**SOME SCHEDULES THAT FOLLOW ARE INCOMPLETE, HAVE NOT YET BEEN UPDATED WITH CURRENT DATA, OR INCLUDE DATA FOR ENTITIES THAT MAY NOT BE FOUNDING AGENCIES, AND CONTINUE TO BE UNDER REVIEW**

**SCHEDULE I-2  
FOUNDING DATA**

**A. HISTORIC ANNUAL FINISHED WATER REQUIREMENTS**

**~~DATA TO BE VALIDATED AND/OR COMPLETED BY MEMBER AGENCIES~~**

Source Note		Annual Demand In Millions of Gallons					Five-Year Average
		<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	
2	Altoona-Total	778.525	838.692	863.718	863.678	875.471	844.017
1	Ankeny	2,053.270	1,980.672	2,446.297	2,253.334	2,497.238	2,246.162
1	Bondurant	184.798	200.021	200.796	214.201	228.530	205.669
1	Clive	669.093	630.973	698.917	733.048	708.084	688.023
3	DMWW-Total	8,561.936	8,439.077	8,518.459	8,911.301	8,974.300	8,681.015
1	Johnston	748.274	762.712	820.081	869.177	822.323	804.513
1	Grimes	648.114	536.634	542.878	652.932	654.552	607.022
1	Norwalk	299.976	320.817	418.642	423.545	419.307	376.458
2	Polk City-Total	175.515	192.813	230.136	233.465	251.022	216.590
1	UWU	1,536.328	1,541.656	1,691.490	1,773.936	1,821.323	1,672.947
1	Warren Water District	602.704	643.547	628.457	625.806	642.937	628.690
1	Waukee	596.345	614.201	728.623	799.649	840.129	715.790
2	WDMWW- Total	2,775.840	2,557.970	2,810.655	2,895.342	2,825.989	2,773.159
2	Xenia-Total	727.232	667.829	705.625	747.278	741.075	717.808
-	Totals	20,357.952	19,927.615	21,304.773	21,996.692	22,302.280	21,177.863

		Annual Demand in Millions of Gallons					Five-Year Average
Notes	Member	2018	2019	2020	2021	2022	
1	Ankeny	2,053.270	1,980.672	2,446.297	2,253.334	2,497.238	2,246.162
1	Bondurant	184.798	200.021	200.796	214.201	228.530	205.669
1	Clive	669.093	630.973	698.917	733.048	708.084	688.023
3	DMWW	8,607.866	8,439.077	8,558.459	8,911.301	8,986.093	8,700.559
1	Johnston	748.274	762.712	820.081	869.177	822.323	804.513
1	Grimes	648.114	536.634	542.878	652.932	654.552	607.022
1	Norwalk	299.976	320.817	418.642	423.545	419.307	376.457
2	Polk City	176.252	192.558	230.128	198.496	200.616	199.610
1	UWU	1,536.328	1,541.656	1,691.490	1,773.936	1,821.323	1,672.947
1	Warren Water District	602.704	643.547	628.457	625.806	642.937	628.690
1	Waukeee	596.345	614.201	728.623	799.649	840.129	715.789
2	WDMWW	2,775.840	2,557.970	2,810.655	2,895.342	2,825.989	2,773.159
2	Xenia	727.232	667.829	705.625	747.278	741.075	717.808
	<b>Total</b>	<b>19,626.092</b>	<b>19,088.667</b>	<b>20,481.048</b>	<b>21,098.045</b>	<b>21,388.196</b>	<b>20,336.408</b>

**Notes:**

All figures are calendar year totals expressed in million gallon units.

1. Metered consumption at entity's master meter connecting to DMWW
2. Entity pumpage plus entity's master meter connecting to DMWW
3. All DMWW Consumption from actual billed consumption data plus provision for DMWW distribution lost water component as computed on the basis of Schedule VI-3

**SCHEDULE I-2**  
**FOUNDING DATA**

**B. HISTORIC MAXIMUM DAY ~~UTILIZATION~~ UTILIZATION OF CAPACITY**

**~~DATA TO BE VALIDATED AND/OR COMPLETED BY MEMBER AGENCIES~~**

	Max Day Demand In Millions of Gallons					Five-Year Average
	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	
-						
Altoona Total	4.416	4.302	4.063	3.931	3.931	4.129
Ankeny	8.736	8.034	9.141	8.508	8.528	8.589
<del>Bondurant</del>	<del>0.782</del>	<del>0.882</del>	<del>0.923</del>	<del>0.933</del>	<del>1.013</del>	<del>0.907</del>
Clive	4.098	3.563	3.877	4.158	4.008	3.941
DMWW Total	43.463	39.953	41.840	44.630	44.750	42.927
Johnston	5.375	4.975	4.877	5.027	4.793	5.009
Grimes	3.887	3.665	3.386	2.808	3.080	3.365
Norwalk	1.831	1.779	2.216	2.722	2.865	2.283
Polk City Total	1.409	1.307	1.170	1.047	1.147	1.216
UWU	10.038	8.967	10.269	10.122	11.156	10.110
Warren Water District	2.674	2.656	2.467	2.824	3.290	2.782
Waukee	3.632	3.594	3.770	4.281	4.274	3.910
WDMWW Total	15.513	13.243	13.478	13.773	13.925	13.986
Xenia Total	2.881	2.667	2.803	3.065	2.893	2.862
Totals	108.736	99.586	104.279	107.828	109.653	106.016

Member	Historic Maximum Day Utilization					Five-Year Average
	2018	2019	2020	2021	2022	
Ankeny	8.736	8.034	9.141	8.508	8.528	8.589
Bondurant	0.782	0.882	0.923	0.933	1.013	0.907
Clive	4.098	3.563	3.877	4.158	4.008	3.941
DMWW	44.363	39.953	41.840	44.630	46.120	43.381
Johnston	5.374	4.975	4.877	5.027	4.793	5.009
Grimes	3.887	3.665	3.386	2.808	3.080	3.365
Norwalk	1.831	1.779	2.216	2.722	2.865	2.283
Polk City	1.409	1.307	1.170	1.047	1.147	1.216
UWU	10.038	8.967	10.269	10.122	11.156	10.110
Warren Water District	2.674	2.656	2.467	2.824	3.290	2.782
Waukee	3.632	3.594	3.770	4.281	4.274	3.910
WDMWW	15.513	13.243	13.478	13.773	13.925	13.986
Xenia	2.881	2.667	2.803	3.065	2.893	2.862
Total	105.218	95.285	100.217	103.898	107.092	102.341

**Notes:**

All figures are calendar year maximums expressed in million gallon per day units.

**SCHEDULE I-9  
INITIAL CAPITAL CONTRIBUTIONS**

**SUBJECT TO CHANGE BASED ON FINAL SCHEDULE I-2A**

Initial Capital Contributions are start-up funds that are contributed by the Founding Agencies to provide the initial capitalization of CIWW that has been deemed required for commencement of CIWW operations.

-	5-year Average of Annual Demand (MG)	% of Total	Initial Capital Contribution
Altoona Total	844.017	3.985%	\$79,707
Ankeny	2,246.162	10.606%	\$212,124
Bondurant	205.669	0.971%	\$19,423
Clive	688.023	3.249%	\$64,976
DMWW Total	8,681.015	40.991%	\$819,820
Johnston	804.513	3.799%	\$75,977
Grimes	607.022	2.866%	\$57,326
Norwalk	376.458	1.778%	\$35,552
Polk City Total	216.590	1.023%	\$20,454
UWU	1,672.947	7.900%	\$157,990
Warren Water District	628.690	2.969%	\$59,372
Waukeee	715.790	3.380%	\$67,598
WDMWW Total	2,773.159	13.095%	\$261,892
Xenia Total	717.808	3.389%	\$67,789
Totals	21,177.863	100.000%	\$2,000,000.00



Member	Five-Year Average of Annual Demand (MG)	% of Total	Initial Capital
Ankeny	2,246.162	11.045%	\$ 220,900
Bondurant	205.669	1.011%	\$ 20,220
Clive	688.023	3.383%	\$ 67,660
DMWW	8,700.559	42.784%	\$ 855,680
Johnston	804.513	3.956%	\$ 79,120
Grimes	607.022	2.985%	\$ 59,700
Norwalk	376.457	1.851%	\$ 37,020
Polk City	199.610	0.982%	\$ 19,640
UWU	1,672.947	8.226%	\$ 164,520
Warren Water District	628.690	3.091%	\$ 61,820
Waukee	715.789	3.520%	\$ 70,400
WDMWW	2,773.159	13.636%	\$ 272,720
Xenia	717.808	3.530%	\$ 70,600
<b>Total</b>	<b>20,336.408</b>	<b>100.000%</b>	<b>\$ 2,000,000</b>

**SCHEDULE I-9B**  
**REIMBURSABLE START-UP EXPENSES**

The expenses below were incurred by Member Agencies on behalf of CIWW prior to the Effective Date of this Agreement. Such expenses shall be reimbursed to the Member Agency that paid the expenses. Such payment shall be made within twelve (12) months after the Operational Commencement Date.

1. Agreement with DMWW, WDMWW, and Urbandale Water with FCS for the initial regionalization modeling \$461,000.
2. Agreement with DMWW and Dickinson Law Firm in the amount not to exceed \$XXXX for development and review of 28E/F.
3. To the extent any planning and design of the Saylorville 10 MGD plant is not included in the proposed State Revolving Fund Loans or otherwise reimbursed to DMWW, DMWW shall be reimbursed for these costs.
4. Agreement with WDMWW with PFM estimated to be \$100,000 for setup of the model and costs estimates for interested entities.
5. Agreement with WDMWW and Urbandale Water with HDR in an amount (not yet determined) for a future plant site evaluation.
6. Agreement with DMWW and Ahlers and Cooney estimated to be \$XXXX for review and edits of the 28E/F.
7. Agreement with WDMWW and Urbandale Water with Dorsey and Whitney estimated to be \$30,000.

**SCHEDULE IV-1  
EXCEPTIONS TO EXCLUSIVE SUPPLY RIGHTS**

~~Member Agencies that are rural water districts shall have the right to obtain, or produce for themselves, supplies of water for areas of operation that are served to rural standards, as follows:~~

- ~~(i) Xenia shall have the right to obtain, or to produce for itself, supplies of water for the areas of its operation outside of the area defined as its “Des Moines System” as shown in the map below.~~

~~[Need map from Xenia]~~

- ~~(ii) Warren shall have the right to obtain, or to produce for itself, supplies of water for the areas of its operation outside of the area defined as its “Des Moines System” as shown in the map below.~~

~~[Need map from Warren]~~

Warren Water District (Warren) and Xenia Rural Water District (Xenia) serve large geographic areas which may necessitate serving portions of their respective service areas from a source other than CIWW in the future. For this reason, exceptions to the exclusivity requirements of this Agreement have been developed as outlined in this Schedule.

Warren and Xenia have each submitted the attached existing service area map of territory currently served from the DMWW system.

At such time that Warren or Xenia wishes to expand their service area served from CIWW or wishes to serve a portion of their existing service area from a source other than CIWW, it shall petition the Technical Committee for review and approval of the change. The approval of the Technical Committee shall be granted unless the Technical Committee finds that the request is unreasonably burdensome to CIWW in the conduct of its regional mission. Any denial of such request shall be subject to the dispute resolution provisions of this Agreement. The Board shall modify this Schedule based on any change approved by the Technical Committee.

Warren or Xenia shall provide a minimum of three-month’s notice prior to planned implementation of the change in service area to be served from CIWW.

Service areas must be served from a source (CIWW or other) on a full calendar year basis for at least two full years. No seasonal changes which would result in peaking off the CIWW system shall be allowed, and no return to CIWW service shall be allowed for territory removed from CIWW service, for at least such minimum two-year term. The provisions of this paragraph shall be waived in the event of an emergency situation.

Warren and Xenia shall also have the right to serve additional incorporated areas within their service area as total service or wholesale customers if those incorporated areas do not have ready access to the Core Network transmission system as listed in IV-9 and IV-11.

All expansions of service territory and/or service to additional total service or wholesale customers must be accomplished within Warren or Xenia's duly allocated capacity within the CIWW regional system.

**NEED MAPS FROM XENIA AND WARREN**

#### **SCHEDULE IV-5 SERVICE OBLIGATION STANDARDS**

CIWW shall have an obligation to make reasonable provision to meet all drinking water production requirements of the Member Agencies as needed, subject to mechanical failures, unforeseen events, or circumstances within the definition of Force Majeure.

The following standards shall further define such service obligation:

- CIWW shall plan for delivery of each Member Agency's Allocated Capacity and shall not be required to deliver any more than any Member Agency's Allocated Capacity, or serve geographic areas for Member Agencies serving primarily unincorporated areas beyond existing territories connected to the Des Moines system as shown in boundary maps in Schedule IV-1, as revised from time to time, without express Board approval.
- CIWW shall expand its capacity pursuant to its Long Range Plan contingent on available financing and funding.
- CIWW shall provide for sufficient water pressures and delivery points, both of which shall be determined in coordination with the Member Agencies.
- CIWW shall not deny service to any Member Agency that requests it so long as the requests are made reasonably in advance and consistent with adopted CIWW Long Range Plan and Capacity Expansions.
- CIWW's curtailments in service, if any, shall be made pursuant to the Water Shortage Plan.
- CIWW shall strive to meet all applicable state and federal water quality regulations; but in a situation where it fails to do so, it will provide timely notice to all affected Member Agencies;

The level of service provided by CIWW to Member Agencies shall be supported by rates, determined under Article VI and the principles set forth in Schedule VI-2, that are reasonably related to CIWW's actual costs, at levels determined by its Board to be sufficient to pay all CIWW expenses and obligations, to establish and maintain reasonable and adequate financial and operating reserves, and to provide for the current and future financing of CIWW's capital projects.

**SCHEDULE IV-6  
DESIGNATED WATER SUPPLY FACILITIES**

**ALL INSTRUMENTS OF TRANSFER WILL BE EXECUTED ON OR BEFORE THE  
OPERATIONAL COMMENCEMENT DATE.**

Function *	Facility Name / Asset Description	Owner	<del>Comments</del> <u>Note</u>
<b>INCLUDED ASSETS</b>			
MTR	Wholesale Meters	DMWW	1.
SOS	<del>Fleur</del> Infiltration Gallery	DMWW	2. <del>Easement</del> <sup>**</sup>
SOS	Raccoon River Intake	DMWW	3. <del>Easement</del> <sup>**</sup>
SOS	Des Moines River Intake	DMWW	4. <del>Easement</del> <sup>**</sup>
<u>SOS</u>	<u>Des Moines River Pump Station</u>	<u>DMWW</u>	<u>5.</u>
SOS	Saylorville Lake Storage <del>Contract</del> <sup>†</sup> <u>Rights</u>	DMWW	<u>5-6.</u> <del>Assignment</del>
SOS	<del>Maffitt Raw</del> <u>McMullen</u> Water - <del>Collector</del> <u>Treatment Plant Shallow</u> <u>Alluvial</u> Wells	DMWW	<u>6-7.</u> <del>Easement</del> <sup>**</sup>
SOS	Maffitt Reservoir	DMWW	<u>7-8.</u> <del>Easement</del> <sup>**</sup>
SOS	<del>Chain of Lakes</del> <u>Crystal Lake</u>	DMWW	<u>8-9.</u> <del>Easement</del> <sup>**</sup>
<u>SOS</u>	<u>Purple Martin Lake Water Resource</u> <u>Area</u>	<u>DMWW</u>	<u>10.</u>
<u>SOS</u>	<u>Hallett Lake</u>	<u>DMWW</u>	<u>11.</u>
SOS	Saylorville <del>Raw</del> Water - <u>Treatment Plant</u> <u>Radial</u> Collector Wells	DMWW	<u>9-12.</u> <del>Ease</del> <del>ment</del> <sup>**</sup>
SOS	AC Ward Jordan Aquifer Wells	WDMWW	<u>10-13.</u> <del>Ease</del> <del>ment</del> <sup>**</sup>
SOS	AC Ward Alluvial Aquifer Wells	WDMWW	<u>11-14.</u> <del>Ease</del> <del>ment</del> <sup>**</sup>

<sup>†</sup> ~~Saylorville Lake Storage Contract shall be assigned subject to approval by the state of Iowa and the Secretary of the Army, and assumption by CIWW of DMWW's financial obligations thereunder.~~

<del>SOS</del>	<del>Altoona Jordan Aquifer Wells</del>	<del>Altoona</del>	
SOS	Polk City <del>Alluvial</del> <u>Pleistocene</u> Aquifer Wells	Polk City	<u>12.15.</u>
<u>SOS</u>	<u>Grimes Jordan Aquifer Wells</u>	<u>Grimes</u>	<u>16.</u>
<u>SOS</u>	<u>Grimes Alluvial Aquifer Wells</u>	<u>Grimes</u>	<u>17.</u>
SOS	Urbandale Raw Water Quarries	UWU	<u>13.18.</u> <del>Ease</del> <del>ment**</del>
<del>SOS</del>	<del>AC Ward Wells and Equipment</del>	<del>WDMWW</del>	<del>Easement**</del>
STO	Army Post Road ASR Well	DMWW/ <u>WDMWW</u>	<u>14.19.</u> <del>Exist</del> <del>ing</del> <del>agreement</del>
STO	LP Moon ASR Well	DMWW	<u>15.20.</u>
STO	McMullen ASR Well	DMWW	<u>16.21.</u>
STO	98 <sup>th</sup> Street Tower	WDMWW	<u>17.22.</u> <del>Existing</del> <del>agreement</del>
<del>STO</del>	<del>Joint East Side Booster &amp; Storage</del>	<del>DMWW</del>	<del>Existing</del> <del>agreement</del>
STO	Tenny Standpipe	DMWW	<u>18.23.</u>
BPS	LP Moon <del>Booster &amp; Pumping Station</del> <del>and Ground</del> Storage <u>Reservoir</u>	DMWW	<u>19.24.</u>
BPS	Polk <del>Co. Booster &amp; County Pumping</del> <del>Station and Ground</del> Storage <u>Reservoir</u>	DMWW	<u>20.25.</u>
BPS	Joint Maffitt Lake Booster Station	DMWW	<u>21.26.</u>
BPS	NW 26 <sup>th</sup> St. Booster Station	DMWW	<u>22.27.</u>
<u>BPS</u>	<u>Xenia Booster Station at LP Moon</u>	<u>Xenia</u>	<u>28.</u>
<u>BPS</u>	<u>SEP Bondurant Booster Station</u>	<u>DMWW</u>	<u>29.</u>
TMT	Fleur <del>WTP</del> <u>Drive Water Treatment Plant</u>	DMWW	<u>23.30.</u> <del>Easement**</del>
TMT	<del>Fleur</del> Laboratory	DMWW	<u>24.31.</u> <del>Proe</del> <del>ess Analysis</del> <del>Only</del>



TMT	McMullen <del>WTP</del> Water Treatment Plant	DMWW	<del>25.32.</del> Easement**
TMT	Saylorville <del>WTP</del> Water Treatment Plant	DMWW	<del>26.33.</del>
TMT	AC Ward <del>WTP</del> Water Treatment Plant	WDMWW	<del>27.34.</del> Easement**
TMT	<del>Altoona</del> WTPGrimes Water Treatment Plant	<del>Altoona</del> Grimes	<del>28.35.</del> Easement**
TMT	Polk City <del>WTP</del> Water Treatment Plant	Polk City	<del>29.36.</del> Easement**
TRN	Core Network Transmission and Raw Water Mains (706,450 LF)	DMWW	<del>30.37.</del>

The forgoing list of “Included Assets” is exclusive and exhaustive. The only assets to be transferred are those, and only those, expressly enumerated above and described in the notes thereto. All asset that are not Included Assets are reserved by the Parties and shall not be transferred.

The assets to be retained by the parties specifically include, but are not limited to, the following enumerated Excluded Assets, which are listed for avoidance of doubt. Other assets not listed as Excluded Assets, will also be retained. The omission of any assets from the list of Excluded Assets shall create no inference or presumption that it is, or should be deemed to be, an Included Asset.

#### EXCLUDED ASSETS

ST O	Ankeny ASR Wells	Ankeny	<del>34.38.</del> Excluded
ST O	Waukee ASR Well	Waukee	<del>32.39.</del> Excluded
<del>ST O</del>	<del>Grimes ASR Well</del>	<del>Grimes</del>	<del>40.</del>
ST O	Wilchinski Standpipe	DMWW	<del>33.41.</del> Excluded***
BP S	Nollen Booster & Station and Standpipe	DMWW	<del>34.42.</del> Excluded***
BP S	Hazen Booster & Storage Station and Tower	DMWW	<del>35.43.</del> Excluded***

BP S	Urbandale Booster Station	UWU	<del>36-44.</del> <del>Excluded</del>
BP S	Waukee Booster Station	Waukee	<del>37-45.</del> <del>Excluded</del>
BP S	Norwalk Booster Station	Norwalk	<del>38-46.</del> <del>Excluded</del>
BP S	Airport Booster Station	DMWW	<del>39-47.</del> <del>Excluded</del>
<u>BP</u> <u>S</u>	<u>Delaware Booster Station</u>	<u>Ankeny</u>	<u>48.</u>
<u>BP</u> <u>S</u>	<u>Roosevelt Booster Station</u>	<u>DMWW</u>	<u>49.</u>
<u>BP</u> <u>S</u>	<u>SE Polk Alleman Booster Station</u>	<u>DMWW</u>	<u>50.</u>
<u>PARK</u>	<u>Des Moines Water Works Park and Adjacent Lands</u>	DMWW	<del>40-51.</del> <del>Excluded</del>
	<u>Maffitt Park</u>	<u>DMWW</u>	<del>Excluded</del>
<u>ADMIN</u>	<u>DMWW General Office Bldg</u> <u>Building</u>	DMWW	<del>41-52.</del> <del>Excluded</del>
<u>ADMIN</u>	<u>DMWW Grounds Shop</u>	<u>DMWW</u>	<u>53.</u>
<u>ADMIN</u>	<u>WDMWW General Office Building</u>	<u>WDMWW</u>	<u>54.</u>

\*MTR = Meters; BPS = Booster/Pumping Station; SOS = Sources of Supply; STO = Storage; TMT = Treatment Facilities; TRN= Transmission Network

**\*\*Facilities**

ALL TRANSFERS OF ASSETS SHALL BE SUBJECT TO THE RIGHTS OF REVERSION AS PROVIDED IN THE AGREEMENT TO WHICH THIS SCHEDULE IS ATTACHED AND ALL INSTRUMENTS OF TRANSFER SHALL CONTAIN PROVISIONS TO DOCUMENT SUCH REVERSION.

EXCEPT AS OTHERWISE NOTED ALL TRANSFERS SHALL BE SUBJECT TO ALL EXISTING EASMENTS, LEASES, LICENSES, 28E AGREEMENTS AND OTHER AGREEMENTS

## NOTES TO INCLUDED ASSETS

1. Ownership of all existing **Wholesale Meters** used by DMWW to meter water used by wholesale customers that will become Member Agencies shall be transferred to CIWW for the purpose of metering water for sale from CIWW to the Member Agency. Meter pits and other Connection Facilities will remain the property of the Member Agency and the Member Agency will continue to have maintenance responsibility for those facilities.

The transfer of the Wholesale Meters shall be effected by delivery of a bill of sale by DMWW to CIWW, providing for transfer of the Wholesale Meters “as is” and in place.

2. Ownership of the **Infiltration Gallery** located within Des Moines Water Works Park and Adjacent Lands, which collects raw water to serve the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Infiltration Gallery gathers alluvial ground water from along the Raccoon River. The Infiltration Gallery, as used herein, consists of all gallery piping, manholes, valves, valve chambers, air shafts, tunnel, land flooding station (2803 George Flagg Parkway), flooding station piping, and other miscellaneous facilities necessary to make the Infiltration Gallery available for the collection of alluvial ground water as a source of raw water for the Fleur Drive Water Treatment Plant. The transfer shall include all Infiltration Gallery facilities currently in use and any such facilities not currently in use. DMWW shall retain ownership and use of the grounds which comprise the Des Moines Water Works Park and Adjacent Land. See Note 55 below.

The transfer of the Infiltration Gallery shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of the Infiltration Gallery facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within appropriate easement areas on land owned by DMWW shall be granted to CIWW, subject to continued reasonable use of the easement area for DMWW purposes, including park purposes, and subject to the payment by CIWW to DMWW on an annual basis, an easement fee reimbursing DMWW for a reasonable portion of DMWWs’ actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

3. Ownership of the **Raccoon River Intake**, located in Des Moines Water Works Park, which collects raw water to serve the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Raccoon River Intake, as used herein, consists of the intake wet well, traveling screens, power, controls, water service, raw water piping, and other miscellaneous facilities necessary to make the Raccoon River Intake available for the use and benefit of CIWW but Real Estate to remain for the collection of Raccoon River water as a source for the Fleur Drive Water Treatment Plant. DMWW shall retain ownership and use of the grounds which comprise the Des Moines Water Works Park and Adjacent Land. See Note 55 below.

The transfer of the Raccoon River Intake shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of the Raccoon River Intake facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within an appropriate easement area on land owned by DMWW shall be granted to CIWW, subject to continued reasonable use of the easement area for DMWW purposes, including park purposes. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

4. Ownership of the **Des Moines River Intake** located adjacent to the Des Moines River in Prospect Park in Des Moines, which serves the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Des Moines River Intake, as used herein, consists of an intake structure including traveling screens, source water piping, and other miscellaneous utilities and facilities necessary to make the Des Moines River Intake available for the use and benefit of CIWW for the collection of Des Moines River water as a source for the Fleur Drive Water Treatment Plant. The intake structure is located on property owned by the United States of America pursuant to a fifty (50) year easement granted November 12, 1980.

The transfer of the Des Moines River Intake shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of such facilities “as is” and in place. The existing easement ~~with the original owner in~~ United States of America shall be assigned by DMWW to CIWW, subject to any required approval. All other related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

5. Ownership of the **Des Moines River Pump Station**, located at 2000 Prospect Road in Des Moines, which serves the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Des Moines River Pump Station, as used herein, consists of a pump station building and other miscellaneous utilities and facilities necessary to make the Des Moines River Pump Station available for the use and benefit of CIWW for the pumping of Des Moines River water as a source for the Fleur Drive Water Treatment Plant. The pumping station occupies ground owned by the City of Des Moines under a Grant of Management and Control instrument dated July 28, 1980, which is recorded in the real estate records of Polk County, Iowa at Book 5028, Page 482.

The transfer of the Des Moines River Pump Station shall be effected by delivery of a quit claim deed to the building and a bill of sale for other facilities, by DMWW to CIWW, providing for transfer of Des Moines River Pump Station facilities “as is” and in place. The existing Grant of Management and Control shall be assigned by DMWW to CIWW, subject to any required consent by the City of Des Moines. All other related easements, agreements, and other related rights will be assigned by DMWW to CIWW and shall be assumed by CIWW.

6. Ownership of DMWW’s **Saylorville Reservoir Storage Rights** shall be transferred to CIWW. A contract dated May 26, 1982, between the State of Iowa and the United States of America provides the State rights related to a quantity of water stored in Saylorville Reservoir under certain conditions. A related contract between DMWW and the State of

Iowa, also dated May 26, 1982, provides rights to DMWW to a portion of the State's stored water.

The Contract between DMWW and the State of Iowa will be assigned to CIWW subject to approval by the State of Iowa and the Secretary of the Army, and assumption by CIWW of DMWW's obligations thereunder.

7. Ownership of the **McMullen Water Treatment Plant Shallow Alluvial Wells** shall be transferred to CIWW. The shallow alluvial wells include radial collector wells 1, 2, 3, 4, 5, and 6 in addition to one horizontal collector well, all located on the grounds of the McMullen Water treatment Plant adjacent to the Raccoon River north of the McMullen Water Treatment Plant. The shallow alluvial wells, as used herein, consist of well caissons, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the shallow alluvial wells available for the use and benefit of CIWW for the collection of alluvial ground water as a source for the McMullen Water Treatment Plant.

The transfer of the McMullen Water Treatment Plant Shallow Alluvial Wells shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 35. The transfer shall be "as is" and in place. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

8. Ownership of **Maffitt Reservoir** shall be transferred to CIWW. Maffitt Reservoir serves as a source of supply for the McMullen Water Treatment Plant during times of low alluvial well yield or poor water quality. Maffitt Reservoir, as used herein, consists of a tract of land and a reservoir, earthen dam, overflow works, fill and withdrawal piping works, protected watershed surrounding the reservoir, roads, shelter houses, restrooms, shop building and other facilities necessary to make Maffitt Reservoir available for the use and benefit of CIWW as a source of raw water for the McMullen Water Treatment Plant. During the term of the Initial Operating Contract DMWW will continue to maintain the grounds surrounding Maffitt Reservoir as a protected watershed and park open to the public at CIWW's expense, as part of the water supply operations provided to CIWW. Following the term of the Initial Operating Contract, the CIWW Board may decide to discontinue maintenance of the protected watershed as a park.

The transfer of the Maffitt Reservoir shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 35. The transfer shall be "as is" and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

9. Ownership of **Crystal Lake** shall be transferred to CIWW. Crystal Lake serves as a source of supply for the McMullen Water Treatment Plant. Water is pumped from the Raccoon

River into Crystal Lake (a former gravel pit) where after 30 to 40 days of detention time, nitrate concentrations are typically reduced by half. Crystal Lake as used herein consists of a tract of land and a water storage basin of approximately 60 surface acres, pumping facilities and piping to withdraw water from the Raccoon River and deliver it to the lake, pumping and piping facilities to withdraw water from Crystal Lake and deliver it to the McMullen Water Treatment Plant, and other facilities necessary to make Crystal Lake available for the use and benefit of CIWW as a source of raw water for the McMullen Water Treatment Plant. This site also includes a truck scale and drying area used in the processing of lime residuals.

The transfer of Crystal Lake shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 35. The transfer shall be “as is” and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

**10. Ownership of Purple Martin Lake Water Resource Area shall be transferred to CIWW.**

Purple Martin Lake Water Resource Area, as used herein, consists of a tract of land containing a former gravel pit lake that is currently managed by the State of Iowa as a part of Walnut Woods State Park. It is the next link in the chain of lakes concept which is intended to provide large quantities of low-nitrate source water to the McMullen Water Treatment Plant. The area includes a former gravel pit lake not yet connected to the other lakes in the chain but offers future potential for increased low-nitrate source water capacity. Purple Martin Lake Water Resource Area property is currently managed as a unit of Walnut Woods State Park by the Iowa Department of Natural Resources under an agreement with DMWW dated December 10, 2015. This agreement will be transferred to CIWW and will remain in effect until the end of the current term on December 31, 2025. Subsequently the CIWW Board will have the option to extend or terminate the Agreement.

The transfer of Purple Martin Lake Water Resource Area shall be effected by delivery of a quit claim deed by DMWW to CIWW. The transfer shall be “as is” and in place and subject to the above-described agreement. The Agreement with the Iowa Department of Natural Resources and all other easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

**11. Ownership of Hallett Lake shall be transferred to CIWW. Hallett Lake as used herein consists of a tract of land containing a former gravel pit lake. It is the last link in the chain of lakes concept which is intended to provide large quantities of low-nitrate source water to the McMullen Water Treatment Plant. Hallett Lake is not yet connected to the other lakes in the chain but offers future potential for increased low-nitrate source water capacity. This site includes two storage buildings.**

The transfer of Hallet Lake shall be effected by delivery of a quit claim deed by DMWW to CIWW. The transfer shall be “as is” and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

12. Ownership of the **Saylorville Water Treatment Plant Radial Collector Wells** shall be transferred to CIWW. The Saylorville Water Treatment Plant Radial Collector Wells include radial collector wells 1 (IGS GeoSam well number 73469) and 2 (IGS GeoSam well number 73471) located adjacent to the Des Moines River south of the Saylorville Water Treatment Plant. The radial collector wells, as used herein, consist of well caissons, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the radial collector wells available for the use and benefit of CIWW for the collection of alluvial ground water as a source for the Saylorville Water Treatment Plant. The Saylorville Radial Collector Wells are located on property owned by the United States of America and managed by the Department of the Army pursuant to a fifty (50) year easement granted September 22, 2006.

The transfer of the Saylorville Water Treatment Plant Radial Collector Wells shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of such facilities “as is” and in place. The existing easement with the United States of America shall be assigned by DMWW to CIWW subject to written approval by the District Engineer, US Army Engineering District, Rock Island, Illinois, and assumption by CIWW of DMWW’s obligations thereunder. All other related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

13. Ownership of the **AC Ward Jordan Aquifer Wells** shall be transferred to CIWW. Included are the following deep wells:

Well #1	1505 Railroad Ave – Plant Campus	IGS GeoSam well number 19416
Well #3	Raccoon River Park – City Park	IGS GeoSam well number
Well #4	300 S. 16 <sup>th</sup> St – South Well Field	IGS GeoSam well number 54956
Well #26	1701 Railroad – City Park	IGS GeoSam well number 85507

The deep wells as used herein consist of buildings, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the deep wells available for the use and benefit of CIWW for the collection of water as a source for the A.C Ward Treatment Plant.

The transfer of the AC Ward Jordan Aquifer Wells shall be effected by delivery of a bill of sale, by WDMWW to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

14. Ownership of the **AC Ward Alluvial Aquifer Wells** shall be transferred to CIWW. Included are the following shallow wells:

Well #5	1505 Railroad Ave – Plant Campus
Well #6 thru #8	300 S. 16 <sup>th</sup> St – South Well Field
Well #14 thru #21	2900 Grand Ave
Well #22 thru #25	2500 Grand Ave



The shallow alluvial wells, as used herein consist of buildings, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the shallow alluvial wells available for the use and benefit of CIWW for the collection of alluvial ground water as a source for the A.C Ward Treatment Plant. These wells are located on land owned by the City of West Des Moines/WDMWW.

The transfer of the AC Ward Alluvial Aquifer Wells shall be effected by delivery of a bill of sale, by WDMWW to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

**15. Ownership of the Polk City Pleistocene Aquifer Wells shall be transferred to CIWW.**

Included are the following wells:

Well #4 IGS GeoSam well number 41483

Well #5 IGS GeoSam well number 56834

The Pleistocene aquifer wells, as used herein consist of well heads, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the Pleistocene Aquifer Wells available for the use and benefit of CIWW for the collection of ground water as a source for the Polk City Water Treatment Plant. These wells are located on land owned by the Tournament Club of Iowa subject to easement agreements dated January 16, 2022.

The transfer of the Polk City Pleistocene Aquifer Wells shall be effected by delivery of a bill of sale, by the City of Polk City to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by the City of Polk City to CIWW and shall be assumed by CIWW.

**16. Ownership of the Grimes Jordan Aquifer Wells shall be transferred to CIWW. Included are the following deep wells:**

Jordan Well NW 121<sup>st</sup> Street IGS GeoSam well number 91788

Jordan Well 1801 N James Street IGS GeoSam well number 77074

The deep wells as used herein consist of a well head, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the deep wells available for the use and benefit of CIWW for the collection of water as a source for the Grimes Water Treatment Plant.

The transfer of the Grimes Jordan Aquifer Wells shall be effected by delivery of quit claim deeds and a bills of sale by the City of Grimes to CIWW as part of the transfer documents pertaining to the transfer of the Grimes well field as described in Note 18 and the Grimes

Water Treatment Plant as described in Note 39 to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by the City of Grimes to CIWW and shall be assumed by CIWW.

17. Ownership of the **Grimes Alluvial Aquifer Wells** shall be transferred to CIWW. Three alluvial aquifer wells are located north of Grimes in Polk County along NW 121<sup>st</sup> Street in the Grimes well field.

The shallow alluvial wells, as used herein consist of a tract of land and well heads, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the shallow alluvial wells available for the use and benefit of CIWW for the collection of alluvial ground water as a source for the Grimes Water Treatment Plant. These wells are located on land owned by the City of Grimes. One of the Grimes Jordan Aquifer Wells also occupies this same tract of land.

The transfer of the Grimes Alluvial Aquifer Wells shall be effected by delivery of a quit claim deed and a bill of sale, by the City of Grimes to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by the City of Grimes to CIWW and shall be assumed by CIWW.

18. Ownership of the **Urbandale Raw Water Quarries** located adjacent to the Des Moines River in Johnston shall be transferred to CIWW. The Urbandale Raw Water Quarries as used herein consist of a tract of land containing former gravel pit lakes. The property was acquired by UWU as a potential future raw water source and has potential future value for such use but is currently not being used for water supply.

The transfer of Urbandale Raw Water Quarries shall be effected by delivery by UWU of a quit claim deed to CIWW. The transfer shall be “as is” and in place. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by UWU to CIWW and shall be assumed by CIWW.

19. Ownership of the **Army Post Road ASR Well** located at 5470 Willow Creek Avenue in Des Moines shall be transferred to CIWW. The Army Post Road ASR Well, as used herein, consists of a tract of land and a Jordan Aquifer well (IGS GeoSam well number 81129), submersible pump and motor, pitless adapter, ASR building with chemical storage and feed, and a standby emergency generator. ASR wells are used to store treated drinking water in the Jordan Aquifer during times when excess treatment capacity is available and to recover treated drinking water during times when additional capacity is needed to meet demands. This ASR well was constructed under an agreement between DMWW and WDMWW. Per

that agreement, WDMWW paid much of the cost of the well in exchange for receiving a 3.0 MGD regional capacity credit. This credit allowed the use of up to 3.0 MGD of capacity in a designated area without using purchased capacity. WDMWW and DMWW will each receive credit in the asset transfer calculation for their respective investment in the well. Once the well is transferred to CIWW, the regional capacity credit agreement will terminate, and this ASR well will be a regional asset delivering capacity to the Core Network during recovery.

The transfer of the Army Post Road ASR Well shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of the Army Post Road ASR Well site and facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW, except as cancelled as set forth above.

20. Ownership of the **LP Moon ASR Well** located at 2501 NW 156<sup>th</sup> Street in Clive shall be transferred to CIWW. The LP Moon ASR Well, as used herein, consists of a Jordan Aquifer well (IGS GeoSam well number 59746), submersible pump and motor, ASR building with chemical storage and feed, and a standby emergency generator. ASR wells are used to store treated drinking water in the Jordan Aquifer during times when excess treatment capacity is available and to recover treated drinking water during times when additional capacity is needed to meet demands. This ASR Well is a regional facility delivering water directly to the Core Network. This facility is located on the LP Moon Pumping Station and Ground Storage Reservoir site to be transferred as described in Note 27.

The transfer of the LP Moon ASR Well shall be effected by delivery of a quit claim deed as defined in Note 27 and a bill of sale by DMWW to CIWW, providing for transfer of the LP Moon ASR Well site, and facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

21. Ownership of the **McMullen ASR Well** located adjacent to the McMullen Water Treatment Plant site shall be transferred to CIWW. The McMullen ASR Well, as used herein, consists of a tract of land and a Jordan Aquifer well (IGS GeoSam well number 63127), submersible pump and motor, and ASR building with chemical storage and feed. ASR wells are used to store treated drinking water in the Jordan Aquifer during times when excess treatment capacity is available and to recover treated drinking water during times when additional capacity is needed to meet demands. This ASR Well is a regional facility delivering water to the filter effluent chamber of the McMullen Water Treatment Plant.

The transfer of McMullen ASR Well shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 35. The transfer shall be “as is” and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

22. Ownership of the **98<sup>th</sup> Street Tower** located at 1675 98<sup>th</sup> Street in West Des Moines will transfer to CIWW. The 98<sup>th</sup> Street Tower, as used herein, consists of a tract of land, a 2.5 MG elevated water tower, and cellular telephone equipment which occupies the tower by lease agreement. This facility stores water for Clive, Waukee, and West Des Moines. Operational and maintenance costs will continue to be shared by the participants based on an existing agreement dated 1993.

The transfer of the 98<sup>th</sup> Street Tower shall be effected by delivery of a quit claim deed and a bill of sale by WDMWW to CIWW, providing for transfer of 98<sup>th</sup> Street Tower site and facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, including cellular telephone equipment agreements, rights, and claims will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

23. Ownership of the **Tenney Standpipe** located at 4006 Merle Hay Road in Des Moines shall be transferred to CIWW. The Tenney Standpipe, as used herein, consists of a tract of land and a 4.1 MG standpipe. This facility “floats” on the Core Network system and is critical to operational flexibility of the system. The Urbandale Booster Station and an associated meter pit occupy a portion of this site pursuant to an [easement or agreement?] from DMWW. Cellular telephone equipment is mounted on two monopoles and in two control buildings which occupy a portion of this site pursuant to easements and agreements with DMWW. All such easements and agreements will transfer to CIWW subject to CIWW assuming responsibilities under the agreements.

The transfer of the Tenney Standpipe shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of Tenney Standpipe site and facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, including cellular telephone equipment agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

24. Ownership of the **LP Moon Pumping Station and Ground Storage Reservoir** located at 2501 NW 156<sup>th</sup> Street in Clive shall be transferred to CIWW. The LP Moon Pumping Station, as used herein consists of a tract of land and a pump station building which houses pumps that serve Clive, Waukee, and West Des Moines, pumps that serve Urbandale and Xenia, chemical feed equipment, electric and controls equipment, and a standby emergency generator. The 6.0 MG ground storage reservoir on the same site shall also be transferred to CIWW. Operational and maintenance costs for the pumping station and ground storage reservoir will continue to be billed to the participants based on volume of water used and an existing agreement dated May 26, 1992. The LP Moon ASR Well described in Note 21 and the Xenia Booster Station at LP Moon described in Note 31 both also occupy a portion of this site.

The transfer of the LP Moon Pumping Station and Ground Storage Reservoir shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of LP Moon Pumping Station and Ground Storage Reservoir facilities “as is”, in

place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

25. Ownership of the **Polk County Pumping Station and Ground Storage Reservoir** located at 6071 NE 14<sup>th</sup> Street, Des Moines, shall be transferred to CIWW. The Polk County Pumping Station, as used herein, consists of a pump station building which houses pumps that serve Ankeny and pumps that serve unincorporated Polk County, electrical and controls equipment, and a standby emergency generator. This facility delivers water to Ankeny and unincorporated Polk County. Ownership of the 5.0 MG ground storage reservoir on the same site shall also be transferred to CIWW. Operational and maintenance costs for the pumping station and grounds will continue to be billed to the participants based on an existing Water and Service Agreement dated August 1, 1988. This property is occupied pursuant to a permanent easement granted by Polk County which easement is recorded in the real estate records of Polk County, Iowa at Book 6132, Page 578. This easement and agreements will transfer to CIWW.

The transfer of the Polk County Pumping Station shall be effected by delivery of a bill of sale and assignment of the easement set forth above by DMWW to CIWW, providing for transfer of Polk County Pumping Station facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

26. Ownership of the **Joint Maffitt Lake Booster Station** located at 1379 Adams Street, West Des Moines, shall be transferred to CIWW. The Joint Maffitt Lake Booster Station is located at the Maffitt Water treatment Plant site to be transferred as provided in Note 35, and as used herein, consists of a booster station building which houses pumps that serve Cumming and Norwalk and pumps that serve West Des Moines, electric and controls equipment, and a standby emergency generator. This facility delivers water to Cumming, Norwalk, and West Des Moines. Operational and maintenance costs for the booster station and grounds will continue to be billed to the participants based on a 28E Agreement filed August 24, 2017, and a 28E Agreement Amendment filed December 7, 2017. This agreement will transfer to CIWW subject to existing rights per the 28E Agreement.

The transfer of the Joint Maffitt Lake Booster Station shall be effected by delivery of a quit claim deed as described in Note 35 and by a bill of sale by DMWW to CIWW, providing for transfer of Joint Maffitt Lake Booster Station “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

27. Ownership of the **NW 26<sup>th</sup> Street Booster Station** located at 2567 NW 72<sup>nd</sup> Place shall be transferred to CIWW. The NW 26<sup>th</sup> Street Booster Station as used herein, consists of a tract of land, a booster station building which houses pumps that serve both Polk City and unincorporated Polk County, electric and controls equipment, and a standby emergency generator. This facility delivers water to Polk City and unincorporated Polk County. Operational and maintenance costs for the booster station and grounds will continue to be billed to the participants based on terms of the 28E Agreement filed March 3, 2018. This

agreement will transfer to CIWW subject to existing rights per the 28E Agreement.

The transfer of the NW 26<sup>th</sup> Street Booster Station shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of NW 26<sup>th</sup> Street Booster Station site and facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

28. Ownership of the **Xenia Booster Station at LP Moon** shall be transferred to CIWW. The Xenia Booster Station at LP Moon as used herein, consists of a booster station building which houses pumps that serve both Waukee and Xenia. Operational and maintenance costs for the booster station will continue to be billed to the participants based on terms of the 28E Agreement filed April 3, 2019. This facility is located on the LP Moon Pumping Station and Ground Storage Reservoir site to be transferred as described in Note 27. The facility occupies the site pursuant to a 28E Agreement with DMWW. This agreement will transfer to CIWW subject to existing rights per the 28E Agreement.

The transfer of the Xenia Booster Station at LP Moon shall be effected by delivery of a quit claim deed as described in Note 27 and a bill of sale by DMWW to CIWW, providing for transfer of the Xenia Booster Station at LP Moon facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

29. Ownership of the **SE Polk Bondurant Booster Station** located at 5638 NE 56<sup>th</sup> Street, Altoona, Iowa shall be transferred to CIWW. [NOTE: If Bondurant does not join CIWW this facility may not transfer.] The SE Polk Bondurant Booster Station as used herein, consists of a below-grade pump station facility which houses pumps that serve Bondurant and unincorporated Polk County and a chemical storage and feed building. The facilities are located within an easement, as amended, and originally acquired by the SE Polk Rural Water District to which DMWW is the successor in interest. This facility delivers water to Bondurant and unincorporated Polk County.

The transfer of the SE Polk Bondurant Booster Station shall be effected by a bill of sale by DMWW to CIWW and assignment of easement by DMWW, as successor in interest to SE Polk Rural Water, to CIWW, providing for transfer of the SE Polk Bondurant Booster Station site and facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

30. Ownership of the **Fleur Drive Water Treatment Plant** located at 408 Fleur Drive, Des Moines, shall be transferred to CIWW. The Fleur Drive Water Treatment Plant, as used herein, consists of building and facilities located on land owned by DMWW that is to be retained in ownership by DMWW and that comprise a 75 MGD conventional lime softening treatment plant with nitrate removal. The Fleur Drive Water Treatment Plant includes West High Lift Building B, Pumping Station Building C (including East Low Lift – infiltration gallery pumps, fluoride feed, polyphosphate feed, control center, break room, locker rooms,

offices, etc.), Nitrate Removal Facility Building D (including sodium hypochlorite storage and feed, salt storage, etc. and a related force sewer main for discharge disposal), Filter Building E (including lime/soda ash/alum storage, backwash tank, slaker room, etc.), West Low Lift Building J (Raccoon River pumps), Sludge Pump Building K (including sludge concentrator), CO<sub>2</sub> Building M (including CO<sub>2</sub> storage tanks), Lime Sludge Dewatering Building N, Chemical Feed Building R (including ferric chloride feed), Carbon Feed Building S (including powdered activated storage tanks), truck scale, backwash tank, 10 MG clear well, Water Works owned medium voltage transformers, switch gear and 3,300 KW standby generator, and other miscellaneous facilities necessary to make the Fleur Drive Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the Fleur Drive Water Treatment Plant shall be effected by delivery of a quit claim deed for each included building, but not its underlying land, by DMWW to CIWW and a bill of sale, by DMWW to CIWW, providing for transfer of all of the above described facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within a permanent easement area to be defined as the area enclosed by the flood protection levee shall be granted by DMWW to CIWW, subject to continued reasonable use of the easement area for DMWW purposes, and subject to the payment by CIWW to DMWW on an annual basis an easement fee reimbursing DMWW for a reasonable portion of DMWWs’ actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. It is intended that CIWW and DMWW will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities located within the easement area and their shared use of such site.

All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

31. Ownership of the **Laboratory** at the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Laboratory Building will be included in the instruments of transfer as set forth in Note 30. All laboratory facilities and equipment shall be transferred by bill of sale “as is” and in place from DMWW to CIWW. The Laboratory shall provide laboratory services related to distribution activity of Member Agencies on a fee for service basis at cost.

32. Ownership of the **McMullen Water Treatment Plant** located at 12223 SW Maffitt Lake Road shall be transferred to CIWW. The McMullen Water Treatment Plant, as used herein, consists of a tract of land and a 25 MGD conventional lime softening treatment plant. The McMullen Water Treatment includes a Chemical Building (including unloading, storage and feed equipment for lime, powdered activated carbon, ferric chloride, CO<sub>2</sub>, fluoride, sodium hypochlorite, and polyphosphate), Splitter Box, Up-flow Clarifiers, Filter Building, 5.0 MG Clearwell, High Service Pump Building, (including two 1,800 KW standby generators and transfer switch), Backwash Lagoon, Lime Residual Lagoons, residuals drying area, and other miscellaneous facilities necessary to make the McMullen Water



Treatment Plant available for the use and benefit of CIWW for the production of drinking water. Portions of the Maffitt site are subject to farming licenses. Various joint use facilities are in use under 28E Agreements and other agreements.

The transfer of the McMullen Water Treatment Plant shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of McMullen Treatment Plant and all related facilities, which shall include the McMullen Raw Water Collection Wells, Maffitt Reservoir, Crystal Lake, McMullen ASR Well, and the Joint Maffitt Lake Booster Station as described in Notes 7, 8, 9, 19 and 27, “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

33. Ownership of the **Saylorville Water Treatment Plant** located at 6500 NW 26<sup>th</sup> Street in Polk County shall be transferred to CIWW. The Saylorville Water Treatment Plant as used herein, consists of a tract of land and a 10 MGD dual membrane plant. The Saylorville Water Treatment Plant includes a Pretreatment Structure, Treatment Plant Building (including ultra filtration membranes, reverse osmosis membranes, chemical storage and feed system, high lift pumping, 5.0 MG Clearwell, lagoons, and other miscellaneous facilities necessary to make the Saylorville Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the Saylorville Water Treatment Plant shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of Saylorville Water Treatment Plant and all related facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

34. Ownership of the **AC Ward Water Treatment Plant** Located at 1505 Railroad Ave, West Des Moines shall be transferred to CIWW. The AC Ward Water Treatment Plant as used herein, consists of buildings and facilities located on land owned by City of West Des Moines/WDMWW that is to be retained in ownership by City of West Des Moines/WDMWW and that comprise a 10 MGD conventional lime softening treatment plant. The AC Ward Water Treatment Plant includes Building #1 Plant Building (filters, CO2 feed system and tank, lab and equipment, SCADA controls, security controls but not administrative offices and board room), Building #2 Sludge Room (including pumps), Building #3 Chemical Feed (including lime/soda ash/ferric chloride/sodium hypochlorite/phosphate systems and slaker room), Building #4 High Service Pumping (including pumps, MCC, and electrical components, 1,000 kW standby generator), Building #6 Dewatering Lime (including press, air compressors, truck bay used by lime hauler, offices and lunch room), 2 aerators and contact tanks, 4 Lime Softening Clarifiers, 1 Clear Well and associated pumps, 1 MG Ground Storage, 1 2MG Ground Storage, Elm Street Meter Pit and Valve Pipe from DMWW, Raw Meter Pit, Reclaim Tank and Pumps, and Lime Thickener Tank, Lime Lagoons (South Well Field), and other miscellaneous facilities necessary to make the AC Ward Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the AC Ward Water Treatment Plant shall be effected by delivery of a quit claim deed for each included building, but not its underlying land, by WDMWW to CIWW and a bill of sale, by WDMWW to CIWW, providing for transfer of all of the above described facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within a permanent easement area to be defined shall be granted by WDMWW to CIWW, subject to continued reasonable use of the easement area for WDMWW purposes, and subject to the payment by CIWW to WDMWW on an annual basis an easement fee reimbursing WDMWW for a reasonable portion of WDMWWs’ actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. It is intended that CIWW and WDMWW will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities located within the easement area and their shared use of such site.

All related easements, agreements, water withdrawal permits, rights, and claims, will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

35. Ownership of the **Grimes Water Treatment Plant** located at 1801 James Street, Grimes shall be transferred to CIWW. The Grimes Water Treatment Plant as used herein, consists of buildings and facilities located on land owned by City of Grimes that is to be retained in ownership by City of Grimes and that comprise 5.29 MGD of treatment capacity including 1.44 MGD of conventional lime softening treatment capacity, 3.56 MDG of RO treatment capacity, a 2 MG ground storage tank, and other miscellaneous facilities necessary to make the Grimes Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the Grimes Water Treatment Plant shall be effected by delivery of a quit claim deed for each included building, but not its underlying land, by the City of Grimes to CIWW and a bill of sale, by the City of Grimes to CIWW, providing for transfer of all of the above described facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within a permanent easement area to be defined shall be granted by the City of Grimes to CIWW, subject to continued reasonable use of the easement area for City of Grimes purposes, and subject to the payment by CIWW to the City of Grimes on an annual basis an easement fee reimbursing the City of Grimes for a reasonable portion of City of Grimes’ actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. It is intended that CIWW and the City of Grimes will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities located within the easement area and their shared use of such site.

All related easements, agreements, water withdrawal permits, rights, and claims, will be assigned by the City of Grimes to CIWW and shall be assumed by CIWW.

36. Ownership of the **Polk City Water Treatment Plant** located at 402 N. 3<sup>rd</sup> Street in Polk City shall be transferred to CIWW. The Polk City Water Treatment Plant as used herein,

consists of a tract of land and a 0.5 MGD plant. The Polk City Water Treatment Plant will include all facilities necessary to make the Polk City Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the Polk City Water Treatment Plant shall be effected by delivery of a quit claim deed and a bill of sale by Polk City to CIWW, providing for transfer of Polk City Water Treatment Plant and all related facilities, “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by Polk City to CIWW and shall be assumed by CIWW.

4-37. Ownership of **Core Network Transmission and Raw Water Mains** shall be transferred to CIWW. The Core Network is a system of pipelines that connects the treatment plants, storage tanks, pumping stations, and other related facilities in a way that allows each Member Agency to receive water. The Core Network consists primarily of large diameter (16-inch to 48-inch) pipelines totaling more than 700,000 linear feet. Core Network facilities are noted on the Core Network Map and are annotated in the DMWW GIS system. Much of the Core Network system lays in public right-of-way. In cases where facilities are on land that is either owned by a separate party altogether or dedicated to a non-water production purpose (e.g., parks, other city functions), Core Network facilities lay in easement, those easements will be assigned to CIWW. The Core Network includes mains that connect raw water collection facilities to water treatment plants. The Core Network also includes a number of automated control valves used to manage flow within the system. These control valves including associated valve vaults, controls, and power will be transferred to CIWW. The Core Network does not include the Norwalk Western Feeder Main.

\*\*\* Storage

The transfer of the Core Network Transmission Mains shall be effected by delivery of a bill of sale by DMWW to CIWW, providing for transfer of Core Network Transmission Mains and pumping all related facilities that primarily, “as is”, in place, and subject to existing any third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

**NOTES TO EXCLUDED ASSETS**

38. Ownership of **Ankeny ASR Wells 1, 2, and 3** will **not** transfer to CIWW. These ASR wells are beyond Ankeny’s wholesale meter and cannot deliver water to the Core Network. These ASR wells will serve as seasonal storage for the City of Ankeny.

39. Ownership of **Waukee ASR Well 1** will **not** transfer to CIWW. This ASR well is beyond Waukee’s wholesale meter and cannot deliver water to the Core Network. This ASR well will serve as seasonal storage for the City of Waukee.

40. Ownership of **Grimes ASR Well 1** will **not** transfer to CIWW. This ASR well is beyond Grimes’ wholesale meter and cannot deliver water to the Core Network. This ASR well will serve as seasonal storage for the City of Grimes.

41. Ownership of the **Wilchinski Standpipe** located at 903 E. Pleasant View Drive in Des Moines will **not** transfer to CIWW. This standpipe serves primarily DMWW direct retail or DMWW total service customers would remain DMWW assets but a percentage. It is estimated that 10% of the water that flows through this standpipe is ultimately delivered to Member Agencies other than DMWW. The Wilchinski site also serves as a hub for the regional telemetry system with antennas mounted on the structure. For these reasons, 10% of the O&M costs for these storage facilities equal to an agreed upon percentage of use by CIWW, would the Wilchinski site will be billed by DMWW to CIWW to CIWW by DMWW on an annual basis with such billing amount to be subject to annual adjustment as use changes.

CIWW's right to use the telemetry facilities located on this site shall be granted under the Operating Contract between DMWW & CIWW.

2-42. Ownership of the **Nollen Booster Station and Standpipe** located at 2569 Hull Avenue in Des Moines will **not** transfer to CIWW. This booster station serves primarily DMWW direct retail customers. It is estimated that 5% of the water that flows through this station is ultimately delivered to Member Agencies other than DMWW. For this reason, 5% of the O&M costs for the Nollen Booster Station and Standpipe site will initially be billed to CIWW by DMWW on an annual basis, with such billing amount to be subject to annual adjustment as use changes.

43. Ownership of the **Hazen Booster Station and Tower** located at 4800 Hickman Road in Des Moines will **not** transfer to CIWW. This booster station serves primarily DMWW direct retail customers. It is estimated that 5% of the water that flows through this station is ultimately delivered to Member Agencies other than DMWW. For this reason, 5% of the O&M costs for the Hazen Booster Station and Tower site will be billed to CIWW by DMWW on an annual basis with such billing amount to be subject to annual adjustment as use changes.

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44. Ownership of the **Urbandale Booster Station** located at 4006 Merle Hay Road in Des Moines will **not** transfer to CIWW. This booster station serves exclusively UWU direct retail customers. Ownership of the site occupied by the Urbandale Booster Station will transfer to CIWW as part of the Tenny Standpipe transfer, subject to UWU existing occupancy rights.

45. Ownership of the **Waukee Booster Station** located at 601 SE Boon Drive in Waukee will **not** transfer to CIWW. This booster station serves exclusively City of Waukee direct retail customers. The booster station sits in a permanent easement recorded at Dallas County Recorder's Office Book 826, Page 1048-1051.

46. Ownership of the **Norwalk Booster Station** located in the east right-of-way of SW 42<sup>nd</sup>

Street south of Echo Valley Drive in Norwalk will **not** transfer to CIWW. This booster station serves exclusively City of Norwalk direct retail customers.

47. Ownership of the **Airport Booster Station** located at 7407 SW 34<sup>th</sup> Street in Des Moines will **not** transfer to CIWW. This booster station serves exclusively DMWW direct retail customers.

48. Ownership of the **Delaware Booster Station** located at XX SE Delaware Ave in Ankeny will **not** transfer to CIWW. This booster station serves exclusively City of Ankeny direct retail customers.

49. Ownership of the **Roosevelt Booster Station** located at the intersection of Center Street and Polk Boulevard will **not** transfer to CIWW. This booster station serves exclusively DMWW direct retail customers.

50. Ownership of the **SE Polk Alleman Booster Station** located at 2220 NE 126<sup>th</sup> Ave, Elkhart will **not** transfer to CIWW. This booster station serves exclusively DMWW direct retail customers.

51. Ownership of **Des Moines Water Work Park and Adjacent Lands** will **not** transfer to CIWW. The Des Moines Water Work Park and Adjacent Lands, as used herein include the areas currently utilized by the public as “Water Works Park” together with other adjacent land not currently designated for park purposes. All such property, including grounds which comprise Water Works Park shall be used jointly by CIWW and DMWW for their respective ongoing operations as provided in the instruments of transfer of assets hereunder, and may, in the sole discretion of DMWW, continue to be made available by DMWW to the public for park purposes that are consistent with DMWW and CIWW operational needs under rules established by DMWW in its sole discretion. It is intended that CIWW and DMWW will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities on the Des Moines Water Work Park and Adjacent Lands grounds and their shared use of the Park grounds.

52. Ownership of the **DMWW General Office Building** will **not** transfer to CIWW. A share of its operational costs may be allocated to CIWW under the Operating Contract between DMWW and CIWW.

53. Ownership of the **DMWW Grounds Shop** will **not** transfer to CIWW. A share of its operational costs may be allocated to CIWW under the Operating Contract between DMWW and CIWW.

54. Ownership of the **WDMWW General Office Building** will **not** transfer to CIWW. A share of its operational costs may be allocated to CIWW under the Operating Contract between WDMWW and CIWW.

**SCHEDULE IV -8A**  
**SAYLORVILLE EXPANSION PROJECT ALLOCATION AND ESTIMATED COSTS**

\$ 159,054,000 Engineer's Opinion of Probable Construction Cost for 10 MGD SWTP expansion

Community	Foundational Data			9% allocated based on Proportionate Initial Capacity in CIWW	91% allocated based on % Growth	Estimated Allocations		
	Initial Capacity Allocation (MGD) in Asset Transfer True Up Calculation	Proportionate Initial Capacity in CIWW	% Growth			Total by Community	Annual Debt Service @ 2% for 20 years	Allocation of 10 MGD Expansion
				9%	91%			
Altoona	6.95	5.09%	8.00%	\$ 728,852	\$ 11,579,131	\$ 12,307,983	(\$752,715.85)	0.80
Ankeny	14.15	10.37%	18.00%	\$ 1,483,921	\$ 26,053,045	\$ 27,536,967	(\$1,684,070.50)	1.80
Bondurant	2.09	1.53%	4.10%	\$ 219,180	\$ 5,934,305	\$ 6,153,485	(\$376,326.93)	0.41
Clive	4.31	3.16%	1.20%	\$ 451,993	\$ 1,736,870	\$ 2,188,863	(\$133,863.66)	0.12
DMWW	45.29	33.18%	9.00%	\$ 4,749,597	\$ 13,026,523	\$ 17,776,120	(\$1,087,129.14)	0.90
Johnston	6.34	4.64%	4.70%	\$ 664,881	\$ 6,802,740	\$ 7,467,620	(\$456,695.15)	0.47
Grimes	6.56	4.81%	10.60%	\$ 687,952	\$ 15,342,349	\$ 16,030,301	(\$980,360.60)	1.06
Norwalk	3.37	2.47%	5.10%	\$ 353,414	\$ 7,381,696	\$ 7,735,111	(\$473,053.98)	0.51
Polk City	1.6	1.17%	1.30%	\$ 167,793	\$ 1,881,609	\$ 2,049,402	(\$125,334.70)	0.13
UWU	13.15	9.63%	10.40%	\$ 1,379,051	\$ 15,052,871	\$ 16,431,921	(\$1,004,922.37)	1.04
Warren Water District	3.02	2.21%	1.20%	\$ 316,710	\$ 1,736,870	\$ 2,053,579	(\$125,590.18)	0.12
Waukee	6.46	4.73%	9.00%	\$ 677,465	\$ 13,026,523	\$ 13,703,988	(\$838,090.92)	0.90
WDMWW	17.31	12.68%	9.30%	\$ 1,815,313	\$ 13,460,740	\$ 15,276,053	(\$934,233.27)	0.93
Xenia	5.9	4.32%	8.10%	\$ 618,738	\$ 11,723,870	\$ 12,342,608	(\$754,833.39)	0.81
Totals	136.5	100.00%	100.00%	\$ 14,314,860	\$ 144,739,140	\$ 159,054,000	\$ (9,727,221)	10.00

**SCHEDULE IV-88**  
**CURRENTLY PLANNED DESIGNATED WATER SUPPLY FACILITY JOINT**  
**CAPITAL PROJECTS FOR 2025-2026**

**PRODUCERS' CIP TO BE ADDED**

The currently planned facility projects listed ~~below~~ as follows shall be constructed without further Board approval by the listed Founding Agencies and the costs thereof shall be paid by CIWW.:



Producer	Project Name	2025-2026
		Estimated Costs
DMWW	FDTP Bulk PAC System	2,600,000
DMWW	FDTP CO2 Feed System Upgrade	1,200,000
DMWW	FDTP Lime Slurry Feed Bldg Replacement	600,000
DMWW	FDTP WHL High Service Pump Replacements	1,700,000
DMWW	FDTP 5KV Switch Gear Controls Upgrade	1,400,000 *
DMWW	FDTP Sand Filter Rehabilitation	5,000,000 *
DMWW	FDTP Lime Sludge Filter Press Rehabilitation	4,200,000 *
DMWW	FDTP Treatment Basin Reclaiming	1,400,000 *
DMWW	FDTP - HVAC	400,000
DMWW	FDTP Safety Showers & Tempering	200,000
DMWW	DM River Well Field	10,400,000 *
DMWW	MWTP Exterior Paint	500,000
DMWW	MWTP Collector Well Rehabilitation	720,000 *
DMWW	MWTP Safety Showers & Tempering	200,000
DMWW	Crystal Lake Improvements	800,000 *
DMWW	Crystal Lake Pump Station	4,500,000 *
DMWW	SWTP Collector Well Rehabilitation	700,000 *
DMWW	SWTP RO Membrane Replacement	500,000 *
DMWW	SWTP UF Membrane Replacement	1,200,000 *
DMWW	SCADA Network Improve	2,400,000 *
DMWW	Core Network Air Relief Valve Upgrades	600,000 *
WDMWW	Building 1 Structural Repairs	800,000
WDMWW	Plant Improvements (Phase 1) - Clearwell Improv, Transfer pumps	400,000
WDMWW	Structural Repairs - Buildings 2, 3, 4, 6	375,000
WDMWW	Shallow Wells AC Ward - carryover from 2022-23	2,200,000
WDMWW	Demolish Building 5 for future water plant needs	200,000
WDMWW	Painting - Ground Storage Tank #1 - 1 MG Storage	725,000
WDMWW	Replace HSP No. 3/Update Electrical/VFD	950,000
WDMWW	Fencing Upgrades at A.C. Ward/flag pole	120,000
WDMWW	New 30 ton CO2 tank	800,000
WDMWW	Plant Equipment/Building Upgrades	400,000 *
WDMWW	Replace Air Backwash Blower	116,000 *
WDMWW	Miscellaneous Filter Improvements (Repainting and Valve Stem Repla	109,000 *
WDMWW	Replace HSP No. 2 and No. 3	272,000 *
WDMWW	Replace Process Valves	442,000 *
WDMWW	Install VFDs	292,000 *
WDMWW	Repaint Piping & Pumps	26,000 *
WDMWW	Ferric Chloride Feed System Improvements	80,000 *
WDMWW	Building 5 Structural-Architectural Demolition	108,000 *
WDMWW	Building No. 1 – Mechanical Repairs - Filter Room Dehumidifier	285,000 *
WDMWW	Building No. 1 – All Other Mechanical Improvements	249,000 *
WDMWW	Building No. 3 - Mechanical Repairs	285,000 *
WDMWW	Building No. 4 - Mechanical Repairs	35,000 *
WDMWW	Building No. 6 - Mechanical Repairs	166,000 *
WDMWW	Replace MCC Buckets	351,000 *
<b>Total</b>		<b>\$ 51,006,000</b>

\* Indicates projects that are ongoing or may extend beyond 2026

**SCHEDULE** Grimes and Polk City have no planned joint capital projects in 2025 or 2026.

**SCHEDULE IV-8A**  
**ESTIMATED SAYLORVILLE EXPANSION PROJECT ALLOCATION AND**  
**ESTIMATED COSTS**

\$159,054,000		Engineer's Opinion of Probable Cost						
Reference	V-3	I-9	Pro-rata 2017 LRP %		9%	91%	Pro-rata 2017 LRP %	
Member	Initial Capacity MGD	Initial Capacity %	Growth %	Resiliency	Growth	Total	Total \$ Allocation %	MGD Allocation
Ankeny	14.892	11.072%	19.60%	\$1,584,941	\$28,368,871	\$29,953,812	18.832%	1.96
Bondurant	2.354	1.750%	4.50%	\$250,510	\$6,513,261	\$6,763,771	4.252%	0.45
Clive	4.359	3.241%	1.30%	\$463,945	\$1,881,609	\$2,345,554	1.475%	0.13
DMWW	46.533	34.597%	9.80%	\$4,952,511	\$14,184,436	\$19,136,947	12.031%	0.98
Johnston	6.649	4.943%	5.10%	\$707,584	\$7,381,696	\$8,089,280	5.086%	0.51
Grimes	7.063	5.251%	11.50%	\$751,673	\$16,645,001	\$17,396,674	10.938%	1.15
Norwalk	4.052	3.013%	5.50%	\$431,307	\$7,960,653	\$8,391,960	5.276%	0.55
Polk City	1.666	1.239%	1.40%	\$177,361	\$2,026,348	\$2,203,709	1.386%	0.14
UWU	13.744	10.219%	11.30%	\$1,462,836	\$16,355,523	\$17,818,359	11.203%	1.13
Warren Water District	3.2	2.379%	1.30%	\$340,551	\$1,881,609	\$2,222,160	1.397%	0.13
Waukee	7.062	5.251%	9.80%	\$751,673	\$14,184,436	\$14,936,109	9.391%	0.98
WDMWW	17.234	12.813%	10.10%	\$1,834,163	\$14,618,653	\$16,452,816	10.344%	1.01
Xenia	5.692	4.232%	8.80%	\$605,805	\$12,737,044	\$13,342,849	8.389%	0.88
<b>Totals</b>	<b>134.500</b>	<b>100.000%</b>	<b>100.00%</b>	<b>\$14,314,860</b>	<b>\$144,739,140</b>	<b>\$159,054,000</b>	<b>100.000%</b>	<b>10.000</b>

Note: Engineer's Opinion of Probable Construction Cost is an estimate only and shall not govern the financial obligation of each Member Agency. The full and actual cost incurred by DMWW and CIWW, including interest on debt service, shall be the basis of each Member Agency's financial obligation.

Any capacity made available in the event a Member Agency does not wish to participate in the Saylorville Expansion Project to the extent outlined above shall be distributed among Member Agencies interested in acquiring additional capacity based on the same methodology as outlined in this Schedule IV-98A.

Upon CIWW assumption of any indebtedness incurred for the Saylorville Expansion Project, the above table shall be updated to reflect the full amortized cost of said debt, to be allocated to the Member Agencies in accordance with the schedule above.

**SCHEDULE IV-8B**  
**DMWW INCOMPLETE PROJECTS FOR DESIGNATED WATER SUPPLY**  
**FACILITIES**

**DRAFT Estimated as of 12/31/22 – Amounts and projects expected to change as of**  
**Operational Commencement Date**

Project #	Project Name	Amount
546-440	Roof Replacements/Repairs	\$ 177,000
546-493	MWTP Glass Block Repairs	74,750
546-501	Nitrate Crawl/Clearwell Repair	244,000
546-509	FDTP Safety Showers & Tempering	223,000
546-519	Ops Ctr Storm Water PS Improve	347,000
546-521	DMR Isolation Valve-Parco Sys	264,000
546-532	FD Chemical Bldg Stairwell	39,000
546-533	FD EHL#1 Closed Loop Cooling	217,000
546-534	FD Diesel Gen Closed Loop Cool	155,000
546-535	FD Chemical Bldg Elevator	259,000
546-321	WHL Discharge Header Painting	157,000
546-443	FTP-Filter Media Replacement	720,000
546-495	Fluoride Room Improvements	216,000
546-499	Trmt Basin Reclaiming Program	366,000
546-512	SCADA Network Improvement	1,690,480
546-528	Isolation Clear Well - Gallery	43,500
546-529	EHL Suction Well-Elevate Grade	200,000
546-539	FD VFD High Lift Pumps	387,000
546-540	FD ELL/EHL Flood Protect	287,000
546-541	FD 5kV Switch Gear Controls	585,000
546-543	FD PAC Facility Upgrades	293,500
546-610	FD Filter Plant Rehab	58,000
546-497	Rehab MWTP Radial Collect Wells	1,521,000
546-544	McM HSP Room HVAC Upgrades	119,000
546-545	McM Ferric Chloride Expansion	191,000
546-546	McM Ferric Feed Line Replace	233,000
546-547	McM PAC System	217,000
546-612	SWTP Floor Drain Improve	80,000
975-010	Production Vehicle Replacement (vehicles not yet available)	329,000
Total Estimated Cash To Be Paid by DMWW at Operational Commencement Date		<u>\$ 9,693,230</u>

**SCHEDULE IV-8C**  
**GUIDING PRINCIPLES FOR FUNDING CAPITAL PROJECTS**  
**AND ONGOING O&M COSTS**

These principles are general in nature and should be used to guide cost responsibility decisions for capital projects and related O&M of facilities. Any uncertainty or dispute regarding the appropriate allocation and responsibility of costs shall be referred by the Board to the Technical Committee for review and recommendation. The Board shall make a final decision regarding the funding of capital and O&M costs.

**1. Source and Treatment Expansion Projects (Expansion Capital)**

For projects that increase regional system capacity, the cost of source and treatment improvements will be allocated to Member Agencies based on the 91%/9% formula (outlined in Article V Section 7 and Schedule VI-2 and included here for completeness).

**2. Source and Treatment Maintenance, Repair, and Upgrade (Joint Capital)**

For projects that do not increase regional system capacity, but are necessary to maintain the capacity of existing source or treatment facilities or to upgrade them to meet current standards, the cost of the project will be allocated to Member Agencies through CIWW rates, CIWW reserves, CIWW bond issuance, or other sources of funding available to CIWW (outlined in Article V Section 9 and Schedule VI-2 and included here for completeness).

**3. Core Network Transmission Main Projects**

It shall be the responsibility of the Technical Committee to make the determination as to whether a transmission main project is an expansion capital project or a joint capital project.

- a. Transmission main projects that are constructed as part of an Expansion Project specifically to deliver the expanded capacity to the Core Network where it is needed will have costs allocated to Member Agencies based on the 91%/9% formula, with Member Agencies participating in and purchasing expanded capacity being allocated their share of the 91% based on their allocation of the expanded capacity. These facilities will be owned, operated, and maintained by CIWW.
- b. Transmission main projects that are not constructed as part of an Expansion Project but support the Core Network broadly as determined by the Technical Committee, will have costs allocated to Member Agencies through CIWW rates, CIWW reserves, CIWW bond issuance, or other sources of funding available to CIWW. These facilities will be owned, operated, and maintained by CIWW.
- c. Transmission main projects that deliver capacity to defined Member Agencies and do not support the Core Network more broadly as determined by the Technical Committee, will have 100% of construction costs allocated to Member Agencies receiving capacity through the project based on each Member Agency's proportionate capacity allocation in the project. If the facility serves more than one Member Agency, the facility will be eligible for ownership by CIWW, including capital replacement, operation, and maintenance, once constructed. If a transmission main project originally constructed and

paid for by a single Member Agency becomes a joint use facility in the future, the originally constructing Member Agency will be entitled to compensation for the proportionate share of capacity being allocated to another Member Agency. Such compensation shall be funded and paid for by the Member Agency acquiring such capacity. The portion of the facility which is joint use will then become eligible for ownership by CIWW, including capital replacement, operation, and maintenance costs.

#### **4. Pumping Stations or Booster Stations Constructed Specifically to Deliver Capacity from an Expansion Project**

Costs will be allocated to Member Agencies based on the 91%/9% formula with 91% being allocated to Member Agencies being served by the facility, based on each Member Agency's proportionate allocated capacity in the facility. The remaining 9% of the total cost of the project shall be allocated to all Member Agencies based on each Member Agency's pro rata share of Allocated Capacity as of the date the Board approves the project. O&M costs for the facility will be paid by these Member Agencies based on their usage of the facility. If the facility serves more than one Member Agency, the facility will be eligible for ownership by CIWW, including capital replacement, once constructed. This section will not apply to redundant or backup facilities.

#### **5. Pumping Stations or Booster Stations Not related to an Expansion Project**

The full cost of pumping and booster stations unrelated to an Expansion Project will be allocated to the Member Agencies being served by the facility, based on each Member Agency's proportionate allocated capacity in the facility. O&M costs for the facility will be paid by those Member Agencies based on their usage of the facility. If the facility serves more than one Member Agency, the facility will be eligible for ownership by CIWW, including capital replacement, once constructed.

The following chart summarizes these guiding principles:

	Source & Treatment	Transmission (Core Network)	Transmission (Core Network)	Transmission (Non-Core Network) 1 Participant	Transmission (Non-Core Network) 2+ Participants	Pumping Station	Pumping Station 1 Participant	Pumping Station 2+ Participants
Expansion Related	X	X				X		
Non-Expansion Related			X	X	X		X	X
Eligible for CIWW Ownership	X	X	X		X	X		X
Capital Funding Mechanism	91%/9% Base Extra Capacity Method	91%/9% Base Extra Capacity Method	Base Extra Capacity Method	100% by Participant only	100% by Participants only	91% by Participants 9% all Member Agencies Based on Usage to Participants only	100% by Participant only	100% by Participants only Based on Usage to Participants only
O&M Cost Recovery Mechanism			Base Extra Capacity Method	100% by Participant only	Base Extra Capacity Method		100% by Participant only	
Eligible for CIWW Capital Replacement	X	X	X		X	X		X

**SCHEDULE IV-9**  
**EXISTING AND POTENTIAL TOTAL SERVICE AGREEMENTS**

Member Agency	Total Service Agreement
DMWW	Berwick Water Association, Iowa
	City of Alleman, Iowa
	City of Cumming, Iowa
	City of Pleasant Hill, Iowa
	City of Runnells, Iowa
	City of Windsor Heights, Iowa
	Greenfield Plaza Benefited Water District, Iowa
<u>Warren Water District</u>	<u>St. Charles, Iowa</u>
	<u>Hartford, Iowa</u>
<u>Xenia Rural Water District</u>	<u>City of Bagley</u>
	<u>City of Linden</u>
	<u>City of Menlo</u>
	<u>City of Redfield<sup>1</sup></u>
	<u>City of Dawson<sup>1</sup></u>
	<u>City of Yale<sup>1</sup></u>

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**Footnote:**

**1 – Potential future connection**

**SCHEDULE IV-11**  
**EXISTING AND POTENTIAL WHOLESALE RELATIONSHIPS TO BE CONTINUED**  
**TO BE COMPLETED ONCE FOUNDING AGENCIES ARE IDENTIFIED**

Member Agency	Wholesale Relationship
DMWW	Water Development Company
	<u>City of Altoona</u>
	<u>+ List any other wholesale customers that don't join CIWW (Unknown at this time)</u>
<u>Grimes</u>	<u>Water Development Company</u>
Johnston	Camp Dodge
<u>Warren Water District</u>	<u>Milo, Iowa</u>
	<u>Martensdale, Iowa</u>
	<u>Truro, Iowa</u>
	<u>New Virginia, Iowa</u>
	<u>St. Marys, Iowa</u>
	<u>Earlham, Iowa</u>
	<u>River Oaks Development</u>
	<u>Deer Hunters Run Development</u>
	<u>Booneville Mobile Home Park</u>
	<u>Hartford Mobile Home Park</u>
	<u>Patterson Mobile Home Park</u>
<u>Xenia Rural Water District</u>	<u>City of Stuart</u>
	<u>City of Minburn</u>
	<u>City of Jamaica</u>
	<u>City of Dallas Center<sup>1</sup></u>
	<u>City of DeSoto<sup>1</sup></u>
	<u>City of Dexter<sup>1</sup></u>
	<u>Fox Creek Benefited Water District<sup>1</sup></u>
	<u>Wildwood Estates</u>
	<u>City of Redfield<sup>2</sup></u>
	<u>City of Dawson<sup>2</sup></u>
	<u>City of Yale<sup>2</sup></u>

**Footnotes:**

**1 – Emergency connection only**

**2 – Potential future connection**



**SCHEDULE IV-14  
REGIONAL AQUIFER STORAGE AND RECOVERY (ASR) RULES AND  
REQUIREMENTS**

The Total ASR capacity and recharge and recovery schedules of CIWW and the Member Agencies, shall be managed by CIWW and the Board to facilitate proper operation of the water production and delivery systems of CIWW and the Member Agencies during periods of ASR facility recharge or recovery and to maximize the benefit of ASR facilities to individual Member Agencies and to the CIWW regional system.

The following initial Rules shall apply to ASR facilities and operations until further action by the Board:

Rule 1. The following ASR capacity limits shall apply to help ensure that available system capacity is adequate to meet ASR facility recharge needs while also allowing for necessary treatment facility and transmission system maintenance and repairs to be completed during ASR facility recharge:

- “ASR Recovery Capacity” of each ASR facility shall mean the maximum daily capacity of water recoverable from the facility expressed in Million Gallons Per Day (MGD).
- Total ASR Recovery Capacity of CIWW and all Member Agencies shall at all times be limited to not more than 20% of the total treatment capacity of CIWW. For example, if CIWW’s total treatment capacity is 120 MGD, total ASR Recovery Capacity shall be limited to 24 MGD. In addition, ASR Recovery Capacity of each Member Agency shall be limited to not more than 50% of its average day water demand.

Rule 2. To ensure treatment capacity adequate for ASR facility recharge, new ASR facilities of Member Agencies constructed after the Effective Date shall require approval by the Board. The Technical Committee shall review all new ASR facility proposals and make recommendations to the Board.

The capacity of existing ASR facilities shall not be increased without prior approval from the Board.

ASR facilities that are abandoned or decommissioned shall not be replaced or recommissioned without prior approval from the CIWW.

Member Agencies whose average day demand is not sufficient to support operation of an ASR facility may collaborate with other Member Agencies to aggregate their average day demand for consideration of a joint ASR facility.

Rule 3. Member Agencies shall coordinate ASR recharge and recovery schedules with CIWW and its operating contractors to ensure adequate capacity is available. CIWW and its operating contractors shall have the right to require changes to recharge and recovery schedules as

necessary to accommodate source water challenges, maintenance and repairs to treatment or transmission facilities, or other operational issues.

Member Agencies shall suspend recharge or to initiate recovery on short notice from CIWW’s staff or any of CIWW’s operating contractors in response to operational challenges and regional needs.

CIWW does not guarantee Member Agencies that system capacity will be available to completely recharge ASR facilities in any given year.

Rule 4. The following ASR facilities are deemed approved without regard to the Maximums of Rule 1 or further Board Action under Rule 2:

Existing Regional ASR Facilities

	Capacity (MGD)
LP Moon	3.0
Army Post	3.0
McMullen	3.0

~~Proposed ASR Facilities~~

	<del>Capacity (MGD)</del>
<del>DMWW</del>	<del>3.0</del>
<del>UWU</del>	<del>3.0</del>
<del>WDMWW</del>	<del>3.0</del>

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Existing Member Agency ASR Facilities

	Capacity (MGD)
Ankeny 1	1.5
Ankeny 2	3.0
Ankeny 3	3.0
Waukee	1.3
<u>Grimes</u>	<u>0.7</u>

Proposed Member Agency ASR Facilities

	<u>Capacity (MGD)</u>
<u>DMWW</u>	<u>3.0</u>
<u>UWU</u>	<u>3.0</u>
<u>WDMWW</u>	<u>3.0</u>

**SCHEDULE V-2**  
**COSTS PAYABLE TO WATER PRODUCING MEMBER AGENCIES**

Each Water Producing Member Agency shall be paid for its full actual operational costs of providing water supplied to CIWW. Actual operational costs shall be based on the cost principles stated in this Schedule.

Full actual operational costs are defined to be the prudent and necessary costs actually incurred to operate the Designated Water Supply Facilities as defined in this Agreement, including repair, replacement, and other investment required to maintain existing production capacity, as well as related general and administrative expenses. For avoidance of doubt, such costs shall include actual contract costs with third-party contract operators. Excluded from the definition of operational costs are: (a) all debt service; (b) costs incurred by a Water Producing Member Agency for CIWW budgeted CIP capital projects that are otherwise reimbursed to the Water Producing Member Agency by CIWW; (c) all costs related to the Water Producing Member's water distribution network; (d) purchases of inventory (however, the use of inventory may be included as materials & supplies per the below definitions); (e) non-cash charges such as depreciation and amortization expense; and (f) payments or transfers from the Water Producing Member's water utility enterprise to any parent organization or general fund, unless benefit to Water Supply Activity or Designated Water Supply Facilities exists. Water Producing Member Agencies shall categorize their costs as follows:

***Personnel Costs.*** The cost of wages and salaries; local, state, and federal employment taxes; and insurance and benefit costs. Water Producing Member Agencies are required to maintain separate accounts to differentiate between those Personnel Costs incurred in the operations of the Designated Water Supply Facilities from those used in the operation of the Water Producing Member Agency's distribution network.

***Materials and Supplies.*** These costs are tangible items that are used or consumed in the direct operations and maintenance of the Designated Water Supply Facilities. Water Producing Members are required to maintain separate accounts to differentiate between those materials and supplies used in the operations of the Water Supply Facilities from those used in operation of the Member Agency's distribution network.

***Contract Services.*** Any services provided under contract to the Water Producing Member Agency directly related to the operations of the Designated Water Supply Facilities. To the extent contract services may include services for both the Designated Water Supply Facilities and the Water Producing Member Agency's distribution network, the Water Producing Member shall be required to split the contract costs based on a distribution of labor and materials consistent with the contract's scope of work.

***Utilities.*** The cost of electric, water, wastewater, stormwater, telephone, internet, gas or other utility services necessary for the direct operations of the Designated Water Supply

Facilities. Water Producing Member Agencies shall be required to maintain separate accounts to differentiate the utility costs used in the operations of the Designated Water Supply Facilities from those costs incurred to operate the Water Producing Member Agency's distribution network.

**General & Administrative.** Water Producing Member Agencies shall be allowed to include reasonable general and administrative costs, so long as the Board approves in advance that the methodology of the calculation is appropriate, reasonable, and consistent with other Water Producing Member Agencies, and the Water Producing Member Agency submits supporting accounting documentation of actual costs to justify the G&A expense.

**2% Margin.** Water Producing Members shall collect a 2% margin on their reimbursable operating costs, including personnel costs, materials and supplies, contract services, utilities, and general and administrative costs.

**Renewal & Replacement.** The costs of unforeseen, emergency renewal and replacement of capital assets that have not been considered in CIWW Capital Plan, such as the replacement of a pump due to failure and other costs of a similar nature. The Water Producing Member initially incurring the cost of capital replacement shall provide supporting documentation and justification for the capital expense.

During CIWW's budget process for each fiscal year, each Water Producing Member Agency shall submit to CIWW Board a projection of its full actual operational costs for the budget year, along with documentation to demonstrate the distribution of costs between the Water Producing Member Agency's production and distribution facilities. CIWW shall pay the operational costs in seasonally-adjusted monthly installments based on the budgets submitted by the Water Producing Members and approved by CIWW Board. Such payments to Water Producing Member Agencies shall be paid in advance for budgeted expenses to be incurred for the following month on the first business day of each month for that month. Throughout the fiscal year, Water Producing Member Agencies shall report actual operational costs on a quarterly basis to CIWW and identify and explain material fluctuations from projections.

#### **True-Up Requirement**

Within 60 days after the close of the fiscal year, full actual operational costs shall be summarized and a true-up amount calculated for each Water Producing Member Agency equal to the total amount previously paid for the year minus the actual amount calculated to be due. Any overpayment shall be refunded by the Water Producing Member Agency to CIWW and any underpayment shall be paid by CIWW to the Water Producing Member Agency. Such amounts shall be paid within twenty-five (25) days of the determination of the amount due.

**SCHEDULE V-3  
CAPACITY ALLOCATIONS**

**SUBJECT TO CHANGE BASED ON FINAL SCHEDULES I-2B AND XIII**

Maximum Day Demand in Millions of Gallons			
Member Agency	5-Yr Avg MDD (Schedule I-2B)	Addl Allocation of Reserve Capacity (Schedule XIII-1)	Capacity Allocation
Altoona Total	4.13	2.55	6.68
Ankeny	8.59	5.74	14.33
Bondurant	0.91	1.31	2.22
Clive	3.94	0.38	4.32
DMWW Total	42.93	2.87	45.80
Johnston	5.01	1.5	6.51
Grimes	3.37	3.38	6.75
Norwalk	2.28	1.63	3.91
Polk City Total	1.22	0.41	1.63
UWU	10.11	3.32	13.43
Warren Water District	2.78	0.38	3.16
Waukee	3.91	2.87	6.78
WDMWW Total	13.99	2.97	16.96
Xenia Total	2.86	2.58	5.44
-			
Totals	106.02	31.89	137.91

Member	Maximum Day Demand in Millions of Gallons		
	Five-Year Average Max Day Demand	Reserve Capacity	Initial Capacity
Ankeny	8.589	6.303	14.892
Bondurant	0.907	1.447	2.354
Clive	3.941	0.418	4.359
DMWW	43.381	3.152	46.533
Johnston	5.009	1.640	6.649
Grimes	3.365	3.698	7.063
Norwalk	2.283	1.769	4.052
Polk City	1.216	0.450	1.666
UWU	10.110	3.634	13.744
Warren Water District	2.782	0.418	3.200
Waukee	3.910	3.152	7.062
WDMWW	13.986	3.248	17.234
Xenia	2.862	2.830	5.692
<b>Total</b>	<b>102.341</b>	<b>32.159</b>	<b>134.500</b>

In addition to the capacity allocations above, there may be an additional 2 MGD of capacity constructed by a Water Producing Member Agency within approximately the first five years after the Operational Commencement Date, to be offered to all interested Member Agencies based on a pro-rata allocation of each Member Agency's best estimates of future water requirements and demand as reported to the Technical Committee for Long Range Planning under Article VII Section 3.

## **SCHEDULE V-5 CHARGES FOR FUTURE CAPACITY ALLOCATIONS**

This Schedule describes the methodology for determining payments for Allocated Capacity by New Member Agencies under Section 4 of Article V.

Step 1: Determine the Total Capacity Requirements as described in Article V, Section 3.

Step 2: Multiply the Total Capacity Requirement by the Incremental Unit Cost of Capacity, which shall be determined as follows:

$$\text{Incremental Unit Cost} = \text{Expansion Cost} / \text{Expanded Capacity}$$

Where:

Expansion Cost is the total cost of capital projects in the CIWW Long Range Plan identified as expansion-related only. Expansion Costs will exclude the cost of any project to meet non-expansion needs including but not limited to: renewal and replacements, upgrades, maintenance, acquisition or construction of assets with useful lives less than 10 years, regulatory projects, and acquisition or construction of administrative facilities. Expansion costs will be expressed in current-year dollars.

Expanded Capacity is the difference between the projected total capacity of the CIWW Water Supply Facilities upon completion of the expansion projects identified in the CIWW Long Range Plan and the current production capacity. If the CIWW Long Range Plan does not include expansion related costs for production capacity, costs for the most recently constructed production facilities, adjusted by an industry accepted construction cost index, shall be used.



## SCHEDULE VI-2 MANDATORY RATE PRINCIPLES

CIWW will conduct an annual Cost of Service Study and allocate operation and maintenance (O&M) and capital costs to Member Agencies based on widely accepted industry cost allocation and rate making principles as set forth in the American Water Works Association's (AWWA) M-1 Manual "*Principles of Water: Rates, Fees, and Charges*." CIWW costs include and are defined as:

1. ***Operations & Maintenance ("O&M")*** - Prudent and necessary costs to operate and maintain source of supply, treatment, pumping, and transmission facilities, as well as applicable efforts related to customer service and general and administrative expenses. O&M costs also include adjustments to operating reserves necessary to maintain appropriate levels of working capital consistent with CIWW financial policies as approved by the Board of Directors.
2. ***"Joint Capital" – Projects – Joint Capital*** ~~costs of existing assets considered transferred~~ Projects shall include any project to CIWW, plus the capital cost of asset replacements and renewals maintain, repair, update, or improve any applicable facility that does not attributed to meeting growth needs, expand its capacity.
3. ***"Shared Growth" Capacity Expansion Projects*** – Capital cost of assets and expansions constructed to meet regional growth in water demands common to all Member Agencies. Nine percent (9%) of projected expansion costs are allocated as Shared ~~Growth~~ Capacity Expansion costs
4. ***"Allocated Growth" Capacity Expansion Projects*** – Capital cost of assets constructed to meet Member Agency-specific growth projections and water demands. Ninety-one percent (91%) of projected expansion costs are allocated as Allocated Growth costs.

### COST ALLOCATION REQUIREMENTS

Cost allocation shall be based on the "Base Extra-Capacity" method as described in the AWWA M1 Manual, which recognizes four primary cost components: base costs, extra-capacity costs, customer costs, and fire protection costs. CIWW costs shall be assigned to the four cost components as follows:

- **Base Costs (\$/Million Gallons)** shall include all O&M, Joint Capital and Shared Growth costs incurred in producing the volumes of water delivered to Member Agencies up to average-daily demand levels. Base costs shall be uniform for all Member Agencies and expressed as a cost per unit of volume delivered by CIWW with reasonable allowances for water losses determined per Schedule VI-3.
- **Extra-Capacity Costs (\$/MGD)** shall include all O&M, Joint Capital and Shared Growth costs incurred in producing and delivering volumes of water in excess of average-daily demand levels. Extra-capacity costs shall be uniform for all Member Agencies and expressed as a cost per unit of demand.

- Customer Costs include costs directly related to serving customers, including meter reading, billing, and related services. Based on the immateriality of these costs to CIWW as a wholesale provider of water, such costs shall be included in Base Costs.
- Fire protection costs are not relevant to the operations of CIWW. Fire protection is instead a design requirement for local distribution systems and therefore the responsibility of individual Member Agencies.
- Member Agency Specific Expansion Costs (fixed \$/period) shall include all costs related to Allocated Growth. Member Agency specific expansion costs shall be unique to individual Member Agencies and allocated to them based on their respective Growth Allocations and billed to Member Agencies as a fixed amount per period (e.g., month or year).

## WATER RATE REQUIREMENTS

Water rates charged to Member Agencies shall include a volume rate that recovers the Base Costs, a fixed monthly charge to recover the Extra-Capacity Costs, and a separate monthly fixed charge to recover the Member Agency Specific Expansion Costs. The following table illustrates the calculation of unit costs, which are then multiplied by the Member Agency's units of service to determine the billable charges.

Cost / Expenditure Description	Base Costs ( <del>Average Day</del> )	Extra-Capacity Costs ( <del>Maximum Day</del> )	<del>Allocated Capacity Costs</del>	Member Agency Specific Expansion Costs ( <del>Growth</del> )
<u>Allocated Based on:</u>	<u>Average Day</u>	<u>Maximum Day</u>	<u>Allocated System Capacity</u>	<u>Pro rata Share of Growth</u>
Variable Costs of Operating Leases	X			
Fixed Costs of Operating Leases	X	X		
CIWW Organizational Costs	X	X		
Joint Capital Debt Service	X	X		
Joint Capital Cash Funding	X	X		
Shared <del>GrowthExpansion</del> Debt Service (9%)			X	
Shared <del>GrowthExpansion</del> Cash Funding (9%)			X	
Allocated <del>GrowthExpansion</del> Debt Service (91%)				X
Allocated <del>GrowthExpansion</del> Cash Funding (91%)				X
Totals	\$XX	\$XX	\$XX	\$XX
Units	Total CIWW Volume Projected to be Produced for	Total of Member Agencies' 5-year average MDD in MGD	Total of Member Agencies' Allocated	Member Agency Specific

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	the year in MG		<u>Capacity in MGD</u>	
Unit Cost	\$ / MG	\$ / MGD	\$ / MGD	\$ / Month
Charge Type	Variable	Fixed	Fixed	Fixed
	Uniform cost per unit applicable to all Member Agencies		Specific to each Member Agency	<u>Specific to each Member Agency</u>

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Extra-Capacity costs must be allocated between Base (average-daily demand) and Extra-Capacity (demands above average-day). The split between the two is determined mathematically as follows:

- Average Day Demand (Base) = total water deliveries to all Member Agencies together with allowances for water losses pursuant to Schedule VI-3, divided by 365 days (leap years will be ignored for this calculation).
- Maximum Day Demand (MDD) = 5- year average of ~~none coincident~~ non-coincident maximum daily water delivery to all Member Agencies.
- Extra-Capacity Demand (Extra-Capacity) = Maximum Day Demand minus Average Day Demand.

For illustration purposes only. Assume the average-day demand is 100 MGD and the Maximum Day Demand is 250 MGD. The allocation of costs between Base and Extra-Capacity components would be calculated as follows:

	Base	Extra Capacity	Total
System Demand	100 MGD	150 MGD	250 MGD
% Allocation	40%	60%	100%
	(100 / 250)	(150 / 250)	(250 / 250)

Charges for individual Member Agencies will be calculated as follows and billed monthly:

- Volume Charges: The Base Cost per unit x the Member Agency's volume as determined pursuant to Article VI, Section 3.
- Extra-Capacity Charges: The cost per MGD x the Member Agency's MDD, divided by 12 months.
- Allocated Capacity Costs: The cost per MGD x the Member Agency's allocated capacity, divided by number of periods.
- Member Specific Expansion Charges: The monthly cost of expansion specific to the Member divided by number of periods.

**SCHEDULE VI-3  
ASSUMPTIONS USED TO ESTIMATE VOLUME OF UNMETERED WATER USED  
MEMBER AGENCIES**

The following calculation illustrates the methodology to calculate estimated annual water loss attributable to the Water Distribution Facilities of ~~Member Agency, Des Moines Water Works~~ DMWW. Such calculation is provided for illustrative purposes only and shall be performed on an annual basis using the most recently available pumpage and metering data. The annual amount attributable to ~~Des Moines Water Works~~ DMWW shall be divided into twelve (12) equal monthly ~~installments~~ installments and added to the monthly billings to be paid by ~~Des Moines Water Works~~ DMWW.

		<u>Test Year</u> (kgals)
<b>DMWW System Total Production</b>	A	<b>19,500,000</b>
<b>Water Billed to Member Agencies Excluding DMWW</b>	B	<b>9,600,000</b>
<b>DMWW Production Water Usage - Regional Water</b>		
Metered - Water Used in Regional Water Treatment & Regional Facilities		185,000
Unmetered - Estimated 0.5% of Total Production	A * 0.50%	97,500
<b>DMWW Total Water Used in Production - Regional Water</b>	C	<b>282,500</b>
<b>Water Metered to DMWW</b>		
Metered - Water Billed to DMWW Retail and Full Service Customers		7,500,000
Metered - Water Used at DMWW Facilities		1,000
Metered - Free Water Given to Cities served by DMWW		150,000
Metered - Free Water Under Contract (e.g., Greater DM Botanical Garden)		5,000
<b>Total Retail Consumption Billed to DMWW</b>	D	<b>7,656,000</b>
<b>Unmetered Water Attributed to DMWW</b>		
Unmetered - Estimated 1.25% used in Firefighting, Flushing, etc.	E (A-B-C) * 1.25%	<b>120,219</b>
<b>Total Accounted for Water in DMWW System</b>	F B + C + D + E	<b>17,658,719</b>
<b>Total Unaccounted for Water in DMWW System</b>	G A - F	<b>1,841,281</b>
<b>Allocation of Unaccounted for Water Based on Inch-Feet of Pipe</b>		
Percentage of Loss Assigned to DMWW Distribution Mains	H	72%
Percentage of Loss Assigned to Core Network Mains	I	28%
<b>Allocated Lost Water in DMWW Distribution Mains</b>	J G * H	<b>1,329,085</b>
<b>Allocated Lost Water in Core Network Mains</b>	K G * I	<b>512,196</b>
<b>Total Unaccounted for Water - DMWW System</b>	Check:	<b>1,841,281</b>
<b>Total Unmetered and Unaccounted for Water Attributed to DMWW</b>	E + J	<b>1,449,304</b>

The annual "Total Unmetered and Unaccounted for Water Attributed to DMWW" shall be divided into twelve (12) equal monthly installments and added to DMWW's metered billings.

## SCHEDULE VI-5 CHARGES FOR EXCESS CONSUMPTION

All Member Agencies of CIWW will, at all times, have a defined Allocated Capacity attributed to them. Each Member Agency's Allocated Capacity is the maximum amount of water CIWW is obligated to deliver during a single day. Any water delivered to a Member Agency in excess of its Allocated Capacity on more than three (3) non-consecutive or consecutive days in any given calendar year shall be subject to additional charges referred to as Capacity Lease Charges. For the purposes of this Schedule, a day is the 24-hour period commencing at 12:00 am.

1. Determine if Member Agency has Excess Consumption for Year. This is calculated as the total maximum volume of water delivered during any day during the Calendar Year, less the Member Agency's then-current Allocated Capacity. If the Member Agency has three or fewer days with Excess Consumption, additional charges do not apply. Excess Consumption for more than three days results in Capacity Lease Charges as outlined below in Sections A or B.

***Example 1:** Member X's Allocated Capacity is 5 MGD and received the following highest daily gallons of consumption (in ascending order):*

- 5,100,000 gallons
- 5,500,000 gallons
- 6,000,000 gallons

*Because there are no more than three days with Excess Consumption over the Member Agency's Allocated Capacity, additional charges do not apply.*

***Example 2:** Member X's Allocated Capacity is 5 MGD and received the following highest daily gallons of consumption (in ascending order):*

- 5,100,000 gallons
- 5,500,000 gallons
- 6,000,000 gallons
- 6,100,000 gallons

*There are more than three days over the Member Agency's Allocation Capacity, so Capacity Lease Charges shall apply. Excess Consumption of 1.1 MGD is based on the highest volume of water received in a day during the Calendar Year (6.1 MGD – 5.0 MGD Allocated Capacity).*

2. Calculate Capacity Lease Charges. Member Agencies receiving CIWW deliveries of Excess Consumption are subject to a lease of the surplus capacity made available by CIWW from the Allocated Capacity of other Member Agencies.

A. Prior to the Saylorville Water Treatment Plant 10 MGD expansion being fully constructed and operational (estimated to be in 2027), the lease payment is the sum of two components:

- i. Return on Invested Capital. The return on capital shall be calculated as the then-current net book value (the original cost less accumulated depreciation) of CIWW Water Supply Facilities multiplied by a rate of return of 8%, divided by the total Allocated Capacity of all CIWW Member Agencies, times the Excess Consumption determined in Step 1.

**Example:** The total book value of Water Supply Facilities is \$144 million and the total of all Member Agencies' Allocated Capacities is ~~136~~134.5 MGD; the charge for return on invested capital is:  $\$144M \times 8\% / \text{136}134.5 \text{ MGD} \times 1.1 \text{ MGD} = \text{\$92,835.1694,216.}$

- ii. Depreciation. The annual depreciation expense of the CIWW Water Supply Facilities divided by the total Allocated Capacity of all CIWW Member Agencies.

**Example:** The annual depreciation expense on Water Supply Facilities is \$10 million with total Allocated Capacity of ~~136~~134.5 MGD; the charge for depreciation is:  $\$10M / \text{136}134.5 \text{ MGD} \times 1.1 \text{ MGD} = \text{\$80,586.0881,784.}$

Total Capacity Lease Charge for 1.1 MGD of Excess Consumption =  
~~\\$92,835.16 + \\$80,586.08 = \\$173,421.24~~  
\\$94,216 + \\$81,784 = \\$176,000

B. Beginning with the first full Calendar Year after the commissioning of the Saylorville Water Treatment Plant 10 MGD expansion, the Capacity Lease Charges shall be calculated as follows:

- i. The Capacity Lease Charges shall be based on the then-current total annual debt service of CIWW related to treatment capacity projects, or if no debt service for treatment capacity projects exist, the average annual debt service of the most recent capacity expansion adjusted for a reasonable cost index, such as the Engineering News Record Construction Cost Index (ENR CCI).

**Example:** The total annual debt service is \$10 million for a 10 MGD expansion; the Capacity Lease Charge is:  $\$10M / 10 \text{ MGD} \times 1.1 \text{ MGD} = \$1,100,000$

3. Calculate annually and bill Member Agency(ies). The above calculation shall be completed for each Member Agency for each Calendar Year the Member Agency receives more than three days of Excess Consumption over its Allocated Capacity. Amounts will be determined

retroactively based on meter readings as they are made available to CIWW. All charges computed under this Schedule are a one-time charge and shall be billed to the Member Agencies separately from all other charges for service and shall be due and payable within 25 business days of receipt.

4. Allocate Capacity Lease Charge Receipts. Receipts from the Capacity Lease Charge shall be allocated to the Member Agencies ~~who~~that had no Excess Consumption for the same Calendar Year in proportion to their surplus as follows:

- a. Determine Member Agency Surplus. This is calculated as the difference between the Member Agency's max-day demand during the Calendar Year and its Allocated Capacity.

**Example:** The Member Agency has an Allocated Capacity of 6 MGD and the maximum day demand for the Calendar Year was 4 MGD; the surplus is 2 MGD.

- b. Sum the Surplus for All Applicable Member Agencies. Calculate the surplus capacity for all Member Agencies for the Calendar Year and sum the total. Ignore all negative values.

**Example:** The total of all surpluses after repeating Step 4a for all Member Agencies is 10 MGD.

- c. Distribute the total Capacity Lease Charges for the Calendar Year proportionately. Divide each Member Agency's surplus by the total surplus for the year, and multiply by the total lease payment received.

**Example:** A Member Agency had a surplus of 2MGD out of 10MGD total, or 20%. The lease payment was \$1,100,000; the Member Agency receives 20% of the payment, or \$220,000.



**SCHEDULE ~~v4-6~~XII-3**  
**~~INITIAL RATES TO BE CHARGED AND APPLIED EFFECTIVE AS OF THE~~**  
**~~OPERATIONAL COMMENCEMENT DATE~~**

**~~TO BE DETERMINED AFTER FOUNDING AGENCIES ARE KNOWN~~**

**EXCEPTIONS TO PREMIUM PROVISION FOR NEW MEMBER AGENCIES**

- The City of Van Meter, Iowa has expressed a desire to join this Agreement but is not included in the DMWW 2017 Long Range Plan and CIWW has no current physical ability to provide service to such entity thus its joinder at the time of the execution of the Agreement is not considered practical. For a period of five (5) years from the Operational Commencement Date, the City of Van Meter will not be subject to the premium set forth in Article XII, Section 3 if it is subsequently admitted as Member Agency. All other terms set forth in this Agreement apply.
- The Iowa Regional Utilities Association has expressed a desire to join this Agreement but is not included in the DMWW 2017 Long Range Plan and CIWW has no current physical ability to provide service to such entity thus its joinder at the time of the execution of the Agreement is not considered practical. For a period of five (5) years from the Operational Commencement Date, the Iowa Regional Utilities Association will not be subject to the premium set forth in Article XII, Section 3 if it is subsequently admitted as Member Agency. All other terms set forth in this Agreement apply.

**SCHEDULE XIII-1  
ASSET TRANSFER TERMS**

**THIS CALCULATION ~~WILL BE HAS BEEN~~ UPDATED TO REFLECT: (1) FOUNDING AGENCIES ONLY, (2) FIVE-YEAR AVERAGE MAXIMUM DAY DEMANDS AS OF THE LAST FULL CALENDAR YEAR PRIOR TO THE EFFECTIVE DATE PER SCHEDULE I-2B, AND (3) UPDATED BOOK VALUES OF WATER SUPPLY FACILITIES AND PURCHASED CAPACITY UP TO THE OPERATIONAL COMMENCEMENT DATE THEREFORE, AMOUNTS SHOWN ARE NOT FINAL.**

**Consideration for Transfer**

The consideration to be paid to and from Founding Agencies for assets transferred to CIWW shall be computed as of the Operational Commencement Date based on a financial model and calculation as outlined below in Steps 1-6:

**Step 1: Determine Financial Investment by Founding Agency in Designated Water Supply Facilities (Transferred Assets)**

- (a) Each Founding Agency with purchased capacity in DMWW's Core Network is credited with the book value of its purchased capacity investment, after applying straight line amortization.
- (b) Each Water Producing Member Agency is credited with the book value of its Designated Water Supply Facilities; reduced by the principal amount of any outstanding obligations which financed the Transferred Assets which are assumed by CIWW\*) after applying straight line depreciation, transferring to CIWW as defined in Schedule IV-6.
- (c) The combination of a) and b) is each Founding Agency's financial investment in the Designated Water Supply Facilities.

<b>Founding Agency</b>	<b>Amortized Net Book Value in DMWW Assets</b>	<b>Net Book Value of Other Owned Capacity</b>	<b>Financial Investment in Designated Water Supply Facilities</b>
DMWW	\$111,803,570		\$111,803,570
Bondurant	\$948,750		\$948,750
Clive	\$7,400,250		\$7,400,250
Johnston	\$0		\$0
Norwalk	\$1,149,281		\$1,149,281
Warren Water District	\$1,866,680		\$1,866,680
Xenia Rural Water District	\$1,826,810		\$1,826,810
Altoona	\$1,092,500	\$6,000,969	\$7,093,469
Ankeny	\$8,521,500		\$8,521,500
Grimes	\$0	\$8,194,000	\$8,194,000
Polk City	\$526,125	\$0	\$526,125
UWU	\$12,793,750		\$12,793,750
Waukee	\$3,358,748		\$3,358,748
WDMWW	\$6,381,350	\$14,964,242	\$21,345,592
<b>TOTAL</b>	<b>\$157,669,313</b>	<b>\$29,159,211</b>	<b>\$186,828,524</b>

Founding Agency	Amortized Net Book Value in DMWW Assets	Net Book Value of Other Owned Capacity	Financial Investment in Designated Water Supply Facilities
Ankeny	\$8,151,000	\$0	\$8,151,000
Bondurant	\$907,500	\$0	\$907,500
Clive	\$7,078,500	\$0	\$7,078,500
DMWW	\$141,877,999	\$0	\$141,877,999
Johnston	\$0	\$0	\$0
Grimes	\$0	\$5,302,158	\$5,302,158
Norwalk	\$1,099,313	\$0	\$1,099,313
Polk City	\$503,250	\$0	\$503,250
UWU	\$12,237,500	\$870,900	\$13,108,400
Warren Water District	\$1,785,520	\$0	\$1,785,520
Waukee	\$3,212,715	\$0	\$3,212,715
WDMWW	\$10,450,203	\$19,101,092	\$29,551,295
Xenia	\$1,747,383	\$0	\$1,747,383
<b>Totals</b>	<b>\$189,050,882</b>	<b>\$25,274,150</b>	<b>\$214,325,032</b>

\*Anticipated Outstanding Obligations which may be assumed by CIWW, financing certain Transferred Assets:

		Original Issued	Outstanding on 1/1/2025
West Des Moines Water Works	Series 2017	\$3,477,000	\$2,413,000
Grimes	Series 2013	\$2,147,018.83	\$1,051,000
Grimes	Series 2016	\$561,555.98	\$363,000
Grimes	Series 2019-1	\$3,872,355	\$3,004,000
Grimes	Series 2019-3	\$1,539,596	\$1,203,000
Grimes	Series 2020	<u>\$21,990,000</u>	<u>\$19,607,000</u>
		\$33,587,525	\$27,641,000

**Step 2: Determine Total Owned Capacity by Founding Agency**

- Each Founding Agency with purchased capacity in DMWW's Core Network is credited with the capacity purchased in MGD.
- Each Water Producing Member Agency is credited with the capacity of its Designated Water Supply Facilities transferring to CIWW as defined in Schedule IV-6.
- The combination of a) and b) is each Founding Agency's Total Owned Capacity (MGD) in the Designated Water Supply Facilities.
- The aggregate Total Capacity of the Designated Water Supply Facilities is ~~436~~134.5 MGD.

<b>Founding Agency</b>	<b>MGD Capacity in DMWW</b>	<b>Other Owned Capacity</b>	<b>Total Owned Capacity (MGD)</b>
DMWW	64.81		64.81
Bondurant	1.20		1.20
Clive	6.98		6.98
Johnston	0.00		0.00
Norwalk	1.97		1.97
Warren Water District	3.25		3.25
<del>Xenia Rural Water District</del>	<del>2.95</del>		<del>2.95</del>
Altoona	1.00	4.0	5.00
Ankeny	8.28		8.28
Grimes	0.00	3.2	3.20
Polk City	0.60	0.3	0.90
UWU	15.30		15.30
Waukee	3.69		3.69
WDMWW	8.97	10.0	18.97
<b>TOTAL</b>	<b>119.00</b>	<b>17.5</b>	<b>136.50</b>

<b>Founding Agency</b>	<b>MGD Capacity in DMWW</b>	<b>Other Owned Capacity</b>	<b>Total Owned Capacity</b>
Ankeny	8.28		8.28
Bondurant	1.20		1.20
Clive	6.98		6.98
DMWW	65.81		65.81
Johnston	0.00		0.00
Grimes	0.00	5.20	5.20
Norwalk	1.97		1.97
Polk City	0.60	0.30	0.90
UWU	15.30	0.00	15.30
Warren Water District	3.25		3.25
Waukee	3.69		3.69
WDMWW	8.97	10.00	18.97
Xenia	2.95		2.95
<b>Totals</b>	<b>119.00</b>	<b>15.50</b>	<b>134.50</b>

### Step 3: Determine Cost of Capacity Used by Founding Agency

- a) Identify each Founding Agency's Historic Maximum Day Utilization of Capacity, or its five-year average Maximum Day Demand (MDD), as defined in Schedule I-2B.
- b) Calculate the weighted average cost of used capacity per MGD by Founding Agency
  - i. Determine the Book Value per MGD for each Water Producing Member Agency. Wholesale customers of DMWW who purchase 100% of their water supply from DMWW are assigned DMWW's Book Value per MGD. Book value per MGD is summarized below:

Detail of Book Values

	NBV	MGD	Capacity Levels and Costs
			\$/MGD
DMWW/Others	\$157,669,313	119.00	1,324,952
Altoona	\$6,000,969	4.00	1,500,242
Grimes	\$8,194,000	3.20	2,560,625
Polk City	\$0	0.30	-
WDMWW	\$14,964,242	10.00	1,496,424

	Net Book Value	MGD	NBV/MGD
DMWW/Others	\$189,050,882	119.00	\$1,588,663
Grimes	\$5,302,158	5.20	\$1,019,646
Polk City	\$0	0.30	\$0
Urbandale Water	\$870,900	0.00	\$0
WDMWW	\$19,101,092	10.00	\$1,910,109
Average	\$214,325,032	134.50	\$1,587,020

- ii. Determine the percentage of capacity by source for each Water Producing Member Agency and Founding Agency.

Percentage of Capacity by Source

	DMWW/Others	Altoona	Grimes	Polk City	WDMWW	Total
DMWW/Others	100%	0%	0%	0%	0%	100%
Altoona	20%	80%	0%	0%	0%	100%
Grimes	0%	0%	100%	0%	0%	100%
Polk City	67%	0%	0%	33%	0%	100%
WDMWW	47%	0%	0%	0%	53%	100%

- iii. ~~iii. Multiply the Book Value per MGD in step i-) by the percentage of capacity source in step ii. Weighted Average Cost of Capacity is summarized below:-).~~

Weighted Average Cost of Capacity

	DMWW/Others	Altoona	Grimes	Polk City	WDMWW	Weighted Cost
DMWW/Others	1,324,952	-	-	-	-	1,324,952.21
Altoona	264,990	1,200,194	-	-	-	1,465,184.24
Grimes	-	-	2,560,625	-	-	2,560,625.00
Polk City	883,301	-	-	-	-	883,301.47
WDMWW	626,506	-	-	-	788,837	1,415,343.35

- c) Multiply the Five-Year Average Maximum Day Demand in step a) by the weighted average cost of capacity to determine the Total Cost of Used Capacity.

Founding	Capacity Used (5 Yr Avg MDD)	Weighted Avg Cost per MGD	Cost of Capacity Used
DMWW	(42.42)	\$ 1,324,952	(\$6,199,967.91)
Bondurant	(0.79)	\$ 1,324,952	(\$1,041,412.44)
Clive	(3.93)	\$ 1,324,952	(\$5,209,712.09)
Johnston	(4.84)	\$ 1,324,952	(\$6,410,118.79)
Norwalk	(1.75)	\$ 1,324,952	(\$2,313,366.56)
Warren Water District	(2.64)	\$ 1,324,952	(\$3,492,574.03)
<del>Xenia Rural Water District</del>	<del>(3.32)</del>	<del>\$ 1,324,952</del>	<del>(\$4,401,491.24)</del>
Altoona	(4.40)	\$ 1,465,184	(\$6,440,949.93)
Ankeny	(8.41)	\$ 1,324,952	(\$11,145,497.99)
Grimes	(3.18)	\$ 2,560,625	(\$8,153,030.00)
Polk City	(1.18)	\$ 883,301	(\$1,045,828.94)
UWU	(9.83)	\$ 1,324,952	(\$13,026,930.13)
Waukee	(3.59)	\$ 1,324,952	(\$4,751,278.63)
WDMWW	(14.35)	\$ 1,415,343	(\$20,304,515.68)
<b>TOTAL</b>	<b>(104.62)</b>		<b>(143,936,674.36)</b>

Founding Agency	Weighted DMM	Weighted Other	NBV/MGD	Other Owned Capacity	Weighted Average Cost per MGD	Capacity Used 5 year Avg MDD	Cost of Used Capacity
Ankeny	100%	0%	\$1,588,663	-	\$1,588,663	8.589	(\$13,645,027)
Bondurant	100%	0%	\$1,588,663	-	\$1,588,663	0.907	(\$1,440,917)
Clive	100%	0%	\$1,588,663	-	\$1,588,663	3.941	(\$6,260,921)
DMWW	100%	0%	\$1,588,663	-	\$1,588,663	43.381	(\$68,917,790)
Johnston	100%	0%	\$1,588,663	-	\$1,588,663	5.009	(\$7,957,613)
Grimes	0%	100%	\$1,588,663	\$1,019,646	\$1,019,646	3.365	(\$3,431,109)
Norwalk	100%	0%	\$1,588,663	-	\$1,588,663	2.283	(\$3,626,918)
Polk City	67%	33%	\$1,588,663	\$0	\$1,059,109	1.216	(\$1,287,877)
UWU	100%	0%	\$1,588,663	\$0	\$1,588,663	10.11	(\$16,061,383)
Warren Water District	100%	0%	\$1,588,663	-	\$1,588,663	2.782	(\$4,419,660)
Waukee	100%	0%	\$1,588,663	-	\$1,588,663	3.91	(\$6,211,672)
WDMWW	47%	53%	\$1,588,663	\$1,910,109	\$1,758,113	13.986	(\$24,588,968)
Xenia	100%	0%	\$1,588,663	-	\$1,588,663	2.862	(\$4,546,754)
<b>Totals</b>						102.341	(\$162,396,609)



**Step 4: Determine the Book Value of Reserve Capacity by Founding Agency**

- a) Net the Financial Investment in Designated Water Supply Facilities in Step 1 with the Cost of Capacity Used in Step 3(c) to calculate the Book Value of Reserve Capacity.

<b>Founding Agency</b>	<b>Financial Investment in Water Supply Facilities (Step 1)</b>	<b>Cost of Capacity Used (Step 3c)</b>	<b>Book Value of Reserve Capacity</b>
DMWW	\$ 111,803,570	(\$56,199,968)	\$55,603,602
Bondurant	\$ 948,750	(\$1,041,412)	(\$92,662)
Clive	\$ 7,400,250	(\$5,209,712)	\$2,190,538
Johnston	\$ -	(\$6,410,119)	(\$6,410,119)
Norwalk	\$ 1,149,281	(\$2,313,367)	(\$1,164,086)
Warren Water District	\$ 1,866,680	(\$3,492,574)	(\$1,625,894)
Xenia Rural Water District	\$ 1,826,810	(\$4,401,491)	(\$2,574,681)
Altoona	\$ 7,093,469	(\$6,440,950)	\$652,519
Ankeny	\$ 8,521,500	(\$11,145,498)	(\$2,623,998)
Grimes	\$ 8,194,000	(\$8,153,030)	\$40,970
Polk City	\$ 526,125	(\$1,045,829)	(\$519,704)
UWU	\$ 12,793,750	(\$13,026,930)	(\$233,180)
Waukee	\$ 3,358,748	(\$4,751,279)	(\$1,392,531)
WDMWW	\$ 21,345,592	(\$20,304,516)	\$1,041,076
<b>TOTAL</b>	<b>\$ 186,828,525</b>	<b>(\$143,936,674)</b>	<b>\$42,891,850</b>

Founding Agency	Financial Investment in Designated Water Supply Facilities	Cost of Used Capacity	Book Value of Reserve Capacity
Ankeny	\$8,151,000	(\$13,645,027)	(\$5,494,027)
Bondurant	\$907,500	(\$1,440,917)	(\$533,417)
Clive	\$7,078,500	(\$6,260,921)	\$817,579
DMWW	\$141,877,999	(\$68,917,790)	\$72,960,209
Johnston	\$0	(\$7,957,613)	(\$7,957,613)
Grimes	\$5,302,158	(\$3,431,109)	\$1,871,049
Norwalk	\$1,099,313	(\$3,626,918)	(\$2,527,606)
Polk City	\$503,250	(\$1,287,877)	(\$784,627)
UWU	\$13,108,400	(\$16,061,383)	(\$2,952,983)
Warren Water District	\$1,785,520	(\$4,419,660)	(\$2,634,140)
Waukee	\$3,212,715	(\$6,211,672)	(\$2,998,957)
WDMWW	\$29,551,295	(\$24,588,968)	\$4,962,327
Xenia	\$1,747,383	(\$4,546,754)	(\$2,799,371)
<b>Totals</b>	<b>\$214,325,032</b>	<b>(\$162,396,609)</b>	<b>\$51,928,423</b>

#### Step 5. Assign Remaining Reserve Capacity

- After capacities have been assigned to Founding Agencies, there remains 31.8832.159 MGD in system capacity that needs to be assigned to the Founding Agencies (~~436.134.5~~ MGD less ~~404.62102.34~~ MGD assigned to Founding Agencies in Step 3).
- Proportionately allocate the remaining Reserve Capacity of 31.8832.159 MGD to the Founding Agencies based on each Founding Agency's pro rata share of projected regional growth through the year 2034 as outlined in the DMWW 2017 Long Range Plan.
- Calculate the cost per MGD of reserve capacity (~~\$42,891,850~~51,928,423) in Step 4 divided by 31.8832.159 MGD = \$1,~~345,272~~614,740 per MGD) and multiply this by each Founding Agency's MGD allocation of Reserve Capacity to determine each Founding Agency's Value of Additional Reserve Capacity.

Founding Agency	Est. % of Regional Growth (MDD)	Allocation of Reserve Capacity (MGD)	Avg Cost per MGD	Value of Addl Allocated Reserve Capacity
DMWW	9.0%	(2.87)	\$1,345,272	(\$3,860,266)
Bondurant	4.1%	(1.31)	\$1,345,272	(\$1,758,566)
Clive	1.2%	(0.38)	\$1,345,272	(\$514,702)
Johnston	4.7%	(1.50)	\$1,345,272	(\$2,015,917)
Norwalk	5.1%	(1.63)	\$1,345,272	(\$2,187,484)
Warren Water District	1.2%	(0.38)	\$1,345,272	(\$514,702)
Xenia Rural Water District	8.1%	(2.58)	\$1,345,272	(\$3,474,240)
Altoona	8.0%	(2.55)	\$1,345,272	(\$3,431,348)
Ankeny	18.0%	(5.74)	\$1,345,272	(\$7,720,533)
Grimes	10.6%	(3.38)	\$1,345,272	(\$4,546,536)
Polk City	1.3%	(0.41)	\$1,345,272	(\$557,594)
UWU	10.4%	(3.32)	\$1,345,272	(\$4,460,752)
Waukee	9.0%	(2.87)	\$1,345,272	(\$3,860,266)
WDMWW	9.3%	(2.97)	\$1,345,272	(\$3,988,942)
TOTAL	100.0%	(31.88)		(\$42,891,850)

Founding Agency	Allocated Growth %	Allocation of Reserve Capacity	Average Cost per MGD	Value of Additional Allocated Reserve Capacity
Ankeny	19.60%	6.303	\$1,614,740	(\$10,177,971)
Bondurant	4.50%	1.447	\$1,614,740	(\$2,336,779)
Clive	1.30%	0.418	\$1,614,740	(\$675,070)
DMWW	9.80%	3.152	\$1,614,740	(\$5,088,985)
Johnston	5.10%	1.640	\$1,614,740	(\$2,648,350)
Grimes	11.50%	3.698	\$1,614,740	(\$5,971,769)
Norwalk	5.50%	1.769	\$1,614,740	(\$2,856,063)
Polk City	1.40%	0.450	\$1,614,740	(\$726,998)
UWU	11.30%	3.634	\$1,614,740	(\$5,867,912)
Warren Water District	1.30%	0.418	\$1,614,740	(\$675,070)
Waukee	9.80%	3.152	\$1,614,740	(\$5,088,985)
WDMWW	10.10%	3.248	\$1,614,740	(\$5,244,771)
Xenia	8.80%	2.830	\$1,614,740	(\$4,569,701)
<b>Totals</b>	<b>100.000%</b>	<b>32.159</b>		<b>(\$51,928,423)</b>

#### Step 6: Determine Net Position by Founding Agency

Add the Book Value of Reserve Capacity in Step 4 with the dollar value of additional allocated reserve capacity in Step 5 to determine the Net Position by Founding Agency. The Net Position is the amount each Founding Agency pays or receives for the transfer of assets. A positive Net Position reflects amounts owed to the Founding Agencies and a negative Net Position reflects amounts owed from the Founding Agency.

Founding Agency	Book Value of Reserve Capacity	Value of Additional Allocated Reserve Capacity	Net Position
Ankeny	(\$5,494,027)	(\$10,177,971)	(\$15,671,998)
Bondurant	(\$533,417)	(\$2,336,779)	(\$2,870,196)
Clive	\$817,579	(\$675,070)	\$142,509
DMWW	\$72,960,209	(\$5,088,985)	\$67,871,223
Johnston	(\$7,957,613)	(\$2,648,350)	(\$10,605,963)
Grimes	\$1,871,049	(\$5,971,769)	(\$4,100,720)
Norwalk	(\$2,527,606)	(\$2,856,063)	(\$5,383,669)
Polk City	(\$784,627)	(\$726,998)	(\$1,511,625)
UWU	(\$2,952,983)	(\$5,867,912)	(\$8,820,895)
Warren Water District	(\$2,634,140)	(\$675,070)	(\$3,309,210)
Waukee	(\$2,998,957)	(\$5,088,985)	(\$8,087,942)
WDMWW	\$4,962,327	(\$5,244,771)	(\$282,444)
Xenia	(\$2,799,371)	(\$4,569,701)	(\$7,369,072)
<b>Totals</b>	\$51,928,423	(\$51,928,423)	\$0

Founding Agency	Book Value of Reserve Capacity (Step 4)	Value of Addl Allocated Reserve Capacity (Step 5)	Net Position
DMWW	\$55,603,602	(\$3,860,266)	\$51,743,336
Bondurant	(\$92,662)	(\$1,758,566)	(\$1,851,228)
Clive	\$2,190,538	(\$514,702)	\$1,675,836
Johnston	(\$6,410,119)	(\$2,015,917)	(\$8,426,036)
Norwalk	(\$1,164,086)	(\$2,187,484)	(\$3,351,570)
Warren Water District	(\$1,625,894)	(\$514,702)	(\$2,140,596)
Xenia Rural Water District	(\$2,574,681)	(\$3,474,240)	(\$6,048,921)
Altoona	\$652,519	(\$3,431,348)	(\$2,778,829)
Ankeny	(\$2,623,998)	(\$7,720,533)	(\$10,344,531)
Grimes	\$40,970	(\$4,546,536)	(\$4,505,566)
Polk City	(\$519,704)	(\$557,594)	(\$1,077,298)
UWU	(\$233,180)	(\$4,460,752)	(\$4,693,932)
Waukee	(\$1,392,531)	(\$3,860,266)	(\$5,252,797)
WDMWW	\$1,041,076	(\$3,988,942)	(\$2,947,866)
TOTAL	\$42,891,850	(\$42,891,850)	\$0

### **Sources of Funding**

Each Founding Agency in a net deficit position shall be responsible to pay the amount owed to CIWW using its own cash or financing. CIWW shall act as the disbursing agent for payments to the Founding Agencies in net positive positions.

### **Timing of Funding**

~~The net deficit position from any Founding Agency may be paid in a lump sum by~~ The above table represents asset book values as of January 1, 2023. It does not include asset additions or annual depreciation subsequent to January 1, 2023, and as such, reflects only an estimate of the net position of each Founding Agency. Asset book values and other components of the true-up formula will be updated as of the Operational Commencement Date within 4 months of the Operational Commencement date. The net deficit position from any Founding Agency shall be paid in a lump sum within 12 months of the Operational Commencement Date, or a Founding Agency may elect to pay according to a payment plan with terms mutually acceptable to the Founding Agencies who Agency that are owed amounts.

### **Construction in Progress**

To the extent a Water Producing Member Agency has ~~paid for~~ Construction In Progress, at the Operational Commencement Date, the partially constructed asset(s) and any indebtedness associated with the Construction In Progress, shall be considered in the asset transfer true-up calculation as outlined above. ~~To the extent a Water Producing Member has not paid for Construction In Progress, CIWW shall assume any outstanding debt (e.g., State Revolving Fund loans) on the Construction In Progress.~~

### **Transfer Terms**

Assets shall be transferred “as is” and in place ~~without representation~~ pursuant to documents as described in Schedule IV-6. Each Member Agency transferring Designated Water Supply Facilities shall retain risk of loss until the Operational Commencement Date or warranty, except a warranty of good title and authority to transfer Asset Transfer is completed, whichever is later.

### **Title to Be Transferred**

The assets to be transferred and any related interest in each asset shall be as set forth in Schedule IV-6. ~~Except as otherwise noted fee title in real estate shall be retained by each transferring party subject to the easement, lease or other title interest granted pursuant to documents as described therein.~~

### **Condition Precedent**

The transfer by each Water Producing Member Agency shall be subject to the condition precedent that CIWW shall have previously entered into an Operating Contract as provided by Article V, Section 1.

### **Other Terms**

The transfer shall become effective on the Operational Commencement Date ~~selected by CIWW within five years of the Effective Date~~ by exchange of ~~funds and~~ deeds, leases, assignment, easements or other transfer documents in form and substance acceptable to counsel for CIWW and each of the transferring parties and approved as part of this Agreement. No title insurance or title guaranty shall be required.



**SCHEDULE XIV-2**  
**INITIAL ADMINISTRATIVE SUPPORT SERVICES AND COMPENSATION**

In lieu of hiring full- or part-time staff to provide administrative functions to CIWW, the CIWW Board may at any time, in its sole discretion, contract with an independent third party contractor or one or more Member Agencies to provide administrative support services including but not limited to: meter reading and meter reading administration; preparing monthly wholesale billing statements for Member Agencies; facilitating meetings and providing administrative support, including scheduling meetings, preparing and compiling agendas, minutes, and other materials for the CIWW Board and other meetings; creating presentations; processing payroll and administering employee benefits for CIWW employees; performing accounts payable functions, including maintaining vendor files, processing vendor invoices, interacting with vendors as necessary, and other related functions; purchasing functions, including sourcing vendors and negotiating competitive quotes and sealed bids for materials and services, and providing inventory and warehousing functions; maintaining accounting records and preparing monthly financial statements and management reports as requested by the Board; other administrative services as requested and agreed upon by the parties.

If a Member Agency provides such services, the compensation for services shall be based on actual labor rates loaded with a reasonable factor for employee benefits and overhead costs to capture reasonable and appropriate ancillary costs such as occupancy, depreciation, corporate insurance, and other similar costs that would be incurred by an independent third party contractor and included in pricing of services; plus any out-of-pocket expenses including, materials and supplies, travel, mileage and other similar costs. A service contract shall be executed to document the agreement between the parties.

**SCHEDULE XIV-3  
THIRD PARTY FINANCIAL ADVISOR SCOPE**

CIWW intends to hire one or more qualified professionals as third party financial advisor(s) to provide strategic financial planning and advisory services including but not limited to: facilitate CIWW long-range financing strategy, particularly with respect to its capital improvement program; facilitate an annual budget; complete an annual Cost of Service study and make rate recommendations to the CIWW board; evaluate bond markets, make recommendations, and oversee all aspects of debt management policy and bond issuances or alternative financing, including analyses of financing alternatives, evaluations of underwriter and bond counsel proposals, and oversee financing structure including pricing, maturity schedules, bond covenants, ratings and rating agency presentations; oversee investments of bond reserve and operating reserve funds; oversee a corporate insurance program; maintain accounting records and prepare monthly financial statements and management reports as requested by the Board; facilitate the annual audit; work with Member Agency subject matter experts to prepare demand and population projections as needed for capital projections; confer, consult, and coordinate with financial staff of Water Producing Member Agencies and other contractors of CIWW to obtain and compile necessary financial information to conduct business for CIWW or communicate information to Member Agencies and other stakeholders; make presentations to and attend CIWW or Member Agency Board meetings as needed; provide other financial services as requested.

**SCHEDULE XV-2**  
**BUDGET AND TIMELINE FOR CAPITAL PLANS AND BUDGET**

	January	February	March	April	May	June	July	August	September	October	November	December
C I P	5 Yr CIP Plan Drafted by Water Producers	WW finalizes 5 Yr CIP 2023 - 2027; Communicate CIP to CIWW		CIWW 5-Yr CIP 2023 - 2027 Approved/Rec'd & Filed by Water Producers								
			CIWW drafts 5-Year CIP 2023-2027	CIWW 5-Yr CIP 2023 - 2027 Approved by CIWW Board								
B U D G E T	1) Calculate CIWW Fees for Jan - Dec PY 2) Estimate MOD for PY; Excess consumption reconciliation for FY can be calculated previous Oct - Nov	WW provides final 2021 costs to CIWW		1) WW 2023 Operational Budgets (Excl. 2) WW 2023 Operational Budgets to CIWW	WW 2023 Operational Budgets DRAFTING	WW 2023 Operational Budgets REVIEWED	1) WW 2023 Operational Budgets (Excl. 2) WW 2023 Operational Budgets to CIWW		WW Ops & Capital Budgets Adjusted for CIWW Info and Finalize WW Rates	WW Finance Committee Reviews Operational & Capital 2023 Budgets and Rates	CIWW Budget Public Hearing & Board Approval	WW Budget Received and Filed by WWD/DSN City
							1) CIWW Ops & CIP Budgets DRAFTED 2023-2) CIWW Operational Excess Consumption and Rates to Members				1) CIWW 2023 Budget Hearing & Board Approval; 2) January 2022 MOD; 3) Excess consumption reconciliation calculated for 2022	

**January - June**

	January	February	March	April	May	June
C I P	M e m b e r s  C I W W	Water Producers finalize 5 Yr CIP & Communicate CIP to CIWW			5 Yr CIP Plan Approved/Rec'd & Filed by Water Producers	
			CIWW drafts 5-Year CIP	CIWW 5-YR CIP presented to Long Range Planning and CIP CIWW Committee	CIWW- 5-YR CIP approved by CIWW Board	
B U D G E T	M e m b e r s  C I W W	Water Producers provide final prior year costs to CIWW			Water Producers DRAFT Operational Budgets	Water Producers REVIEW Operational Budgets
		Calculate CIWW Flows for Jan - Dec of prior year; Finalize Max Day and calculate excess consumption reconciliation (Max Day and excess consumption analysis can generally be started in prior Oct - Nov)	CIWW Technical Committee Approves Capacity Calculations/Flows; CIWW calculates Producer True Up Reconciliation			

**July – December**

		July	August	September	October	November	December
C I P	M e m b e r s						
	C I W W						
B U D G E T	M e m b e r s	Water Producers BALANCE Operational Budgets; Water Producers COMMUNICATE Operational Budgets to CIWW		Water Producer Operational & Capital Budgets Adjusted for CIWW information and finalize retail rates	Water Producer Finance Committees REVIEWS Operational & Capital Budgets and Rates	DMWW Budget Public Hearing & Board Approval	WDMMW Budget Public Hearing & Board Approval; Budget Received and Filed by IWDW/DSM City council
	C I W W	CIWW DRAFT Operational Budget	CIWW Operational & Capital DRAFT Budgets; CIWW Communicates Operating and Capital Budgets, and Rates to Members		CIWW Budget presented to CIWW Board w/justification	CIWW Budget Hearing & Board Approval; Identify current year Max Day; Begin current year excess consumption reconciliation calculated	

**SCHEDULE XVII  
INITIAL ANTICIPATED CAPITAL PROJECTS**

**To be Inserted**

<u>LRP Project Number</u>	<u>Project Name</u>	<u>Project OPC (2023 Dollars)</u>
<u>SU-25-01</u>	<u>Saylorville WTP Raw Water Supply for 10 MGD MF/RO Expansion</u>	<u>\$52,400,000</u>
<u>TR-25-01</u>	<u>Saylorville WTP 10 MGD MF/RO Expansion</u>	<u>\$74,700,000</u>
<u>DT-20-08</u>	<u>Saylorville to Johnston-Tenny Feeder Main Connection</u>	<u>\$10,500,000</u>
<u>DT-20-09</u>	<u>Tenny to LP Moon Feeder Main Connection</u>	<u>\$3,500,000</u>
<u>SU-20-06</u>	<u>Fleur WTP Alluvial Water Supply Expansion</u>	<u>\$37,800,000</u>
<u>SU-30-01</u>	<u>McMullen WTP Well Field Expansion for 12.5 MGD Conventional Expansion</u>	<u>\$15,800,000</u>
<u>TR-30-01</u>	<u>McMullen WTP 12.5 MGD Expansion</u>	<u>\$36,300,000</u>
<u>DT-25-11</u>	<u>Saylorville to LP Moon Feeder Connection</u>	<u>\$74,000,000</u>
<u>DT-25-12</u>	<u>Urbandale and Grimes Feeder Main</u>	<u>\$10,100,000</u>
<u>SU-35-05</u>	<u>4<sup>th</sup> WTP Surface Water Intake for 25 MGD Conventional Treatment</u>	<u>\$49,300,000</u>
<u>TR-35-07</u>	<u>4<sup>th</sup> WTP 25 MGD Conventional Treatment</u>	<u>\$354,300,000</u>
<u>DT-35-10</u>	<u>4<sup>th</sup> WTP Transmission Feeder Main to West</u>	<u>\$9,800,000</u>
<u>DT-35-17</u>	<u>4<sup>th</sup> WTP Transmission Feeder Main to East</u>	<u>\$3,600,000</u>
<u>ST-25-01</u>	<u>Southwest Ground Storage Reservoir</u>	<u>\$14,700,000</u>
<u>DT-25-09</u>	<u>Western Transmission Feeder Main to Supply Wholesale Customers</u>	<u>\$31,400,000</u>
<u>AR-20-01</u>	<u>CIWW ASR #4 (Joint Eastside Booster Pump Station)</u>	<u>\$8,700,000</u>
<u>AR-40-01</u>	<u>CIWW ASR #5 (Army Post Road and SE 14<sup>th</sup> Street)</u>	<u>\$8,700,000</u>
<u>Subtotal Growth Capital</u>		<u>\$795,600,000</u>
<u>SU-20-01</u>	<u>McMullen WTP Crystal Lake Improvements and Nitrate Management</u>	<u>\$7,600,000</u>
<u>SU-20-03</u>	<u>McMullen WTP Raw Water Metering Improvements</u>	<u>\$300,000</u>
<u>SU-20-04</u>	<u>Saylorville WTP Raw Water Metering Improvements</u>	<u>\$100,000</u>
<u>SU-20-05</u>	<u>Fleur WTP Raw Water Metering Improvements</u>	<u>\$800,000</u>
<u>TR-20-01</u>	<u>Fleur WTP Filter Rehabilitation</u>	<u>\$40,000,000</u>
<u>TR-20-02</u>	<u>Early Contaminant Warning Systems</u>	<u>\$700,000</u>
<u>TR-20-04</u>	<u>Fleur WTP Chemical Feed and Storage</u>	<u>\$12,000,000</u>
<u>TR-20-05</u>	<u>Fleur WTP Filter Press Rehabilitation</u>	<u>\$9,200,000</u>
<u>TR-20-06</u>	<u>Fleur WTP Clearwell Improvements</u>	<u>\$8,900,000</u>
<u>TR-20-07</u>	<u>Fleur WTP Lime Softening Mixing Improvements</u>	<u>\$7,100,000</u>
<u>TR-25-02</u>	<u>Saylorville WTP Flood Improvements</u>	<u>\$1,500,000</u>
<u>TR-25-03</u>	<u>Fleur WTP Electrical Supply Improvements</u>	<u>\$6,200,000</u>
<u>TR-25-04</u>	<u>Fleur WTP I&amp;C Improvements</u>	<u>\$4,200,000</u>
<u>TR-25-05</u>	<u>McMullen WTP DBP Improvements</u>	<u>\$3,200,000</u>
<u>TR-30-02</u>	<u>McMullen WTP I&amp;C Improvements</u>	<u>\$2,900,000</u>
<u>TR-30-03</u>	<u>Fleur WTP Lime Softening Improvements</u>	<u>\$9,000,000</u>
<u>TR-30-04</u>	<u>Fleur WTP Pre-Sedimentation Improvements</u>	<u>\$6,400,000</u>

<u>TR-30-05</u>	<u>Fleur WTP Lime Silo Replacement or Rehabilitation</u>	<u>\$11,300,000</u>
<u>TR-35-02</u>	<u>Fleur WTP Flood Improvements Study</u>	<u>\$300,000</u>
<u>DT-30-02</u>	<u>Transmission Feeder Main Improvement From Fleur WTP West</u>	<u>\$6,900,000</u>
<u>DT-40-05</u>	<u>Southern Transmission Feeder Main Connection</u>	<u>\$5,900,000</u>
<u>ST-20-01</u>	<u>LP Moon Ground Storage Reservoir 2</u>	<u>\$13,800,000</u>
<u>ST-20-02</u>	<u>Water Storage Aeration for Disinfection Byproduct Removal</u>	<u>\$9,400,000</u>
<u>ST-30-01</u>	<u>Wilchinski Elevated Water Tower Replacement</u>	<u>\$9,200,000</u>
<u>PU-20-04</u>	<u>LP Moon Pumping Expansion with VFDs and Backup Power</u>	<u>\$4,400,000</u>
<u>PU-20-07</u>	<u>Xenia Booster Station Purchase and Upgrade</u>	<u>\$10,400,000</u>
<u>PU-25-01</u>	<u>Southwest Pump Station</u>	<u>\$9,000,000</u>
<u>Subtotal Joint Capital</u>		<u>\$200,700,000</u>
 <u>Total</u>		 <u>\$996,300,000</u>

Above is DMWW only. Other producers need to be added.



## **SCHEDULE XIX-1 WATER SHORTAGE PLAN**

The Water Shortage Plan below is adopted by CIWW effective as of the Operational Commencement Date. Such Water Shortage Plan may be amended by Board action at any time

### **A. INTRODUCTION**

This plan will apply to all CIWW Member Agencies and shall be implemented by each Member Agency with its customers.

The intent of the CIWW Water Shortage Plan is to manage system demand so customers do not experience pressure, quality, or availability issues during periods of extreme water demand or during other times when water availability may be limited due to other events, such as raw water shortage, water quality events, or mechanical failures.

The goal at each stage in the plan is to reduce CIWW system demands to 85% or less of the “Current Capacity” of CIWW to produce safe drinking water, as defined in this plan.

The premise of Stage I is that reducing lawn watering is the most effective way to reduce demand without undue hardship during periods when lawn watering is a significant source of demand. Stage I may be skipped if a water shortage occurs during a time of year when lawn watering demand is not significant.

The premise of Stage II is that particularly high demand may occur when heavy lawn watering events occur. Stage II may be skipped if a water shortage occurs during a time of year when lawn watering is not significant.

The premise of Stage III is that lawn watering comprises the most readily curtailed use during water shortage events. Stage III may be skipped if a water shortage occurs during a time of year when lawn watering demand is not significant.

Limiting consumption to a representative average of off-peak months, plus or minus a small allowance, will result in a significant demand reduction compared to peak consumption. This is the premise of Stage IV.

The stages of this plan are not necessarily consecutive. When a water shortage occurs the stage deemed most appropriate for the conditions will be implemented.

### **B. CURRENT CAPACITY TO PRODUCT SAFE DRINKING WATER AND EXPECTED PEAK DEMAND**

1. Current Capacity. The current capacity to produce safe drinking water on any day is referred to “Current Capacity” or  $C_{Total}$ . Current Capacity is defined as the amount of water CIWW can deliver on any day taking into consideration raw water availability and quality, seasonal treatment efficacy, and any mechanical or operational issues on that

given day. The number will vary seasonally and may vary day to day depending on specific water quality and operational conditions. Current Capacity is computed as the sum of the daily capacities of the individual CIWW source treatment plants and may be expressed in the following formula:

$$C_{\text{Total}} = C_{\text{Fleur}} + C_{\text{McMullen}} + C_{\text{Saylorville}} + C_{\text{WDMWW}} + C_{\text{PolkCity}} + \cancel{C_{\text{Altoona}}} + \cancel{C_{\text{Grimes}}} + C_{\text{Polk City}} + C_{\text{Grimes}} + \text{any new plant capacity}$$

Current Capacity will be evaluated on a daily basis when there is potential for a water shortage. Producers responsible for CIWW water production will perform the daily evaluation and report the Current Capacity in Million Gallons per Day.

2. Expected Peak Demand. “Expected Peak Demand” is defined as the peak daily demand that is expected by CIWW without implementation of water shortage measures under this plan.

#### C. PLAN STAGE I: VOLUNTARY 25% REDUCTION IN LAWN WATERING

1. Trigger. During a period of substantial lawn watering demand, when Expected Peak Demand reaches 90% of Current Capacity or system demand is generating a high number of areas with low pressure, or there are other indications that without wise usage of water, a shortage could occur.
2. Anticipated Impact. It is anticipated that Stage I will most likely be triggered during peak lawn watering season. In a typical year lawn watering can account for as much as 40% of demand on a peak day. If this is the case, a 25% reduction in lawn watering will result in a 10% reduction in total demand.
3. Goal. A 10% reduction in CIWW system demands as compared to Expected Peak Demand.
4. Actions.
  - (a) Request a **metro wide** 25% reduction in lawn watering.
  - (b) Encourage customers to optimize their lawn watering systems so water is not directed onto impervious surfaces and lawns are not overwatered.
  - (c) Continued reinforcement that customers water on alternate days and excluding Mondays (historically a peak demand day), by a system under which even numbered addresses water only on Wednesday, Friday and Sunday, and odd-numbered addresses water only on Tuesday, Thursday, and Saturday.
  - (d) Suspend all hydrant flushing programs except for water quality purposes.
  - (e) Request that City officials minimize high water use activities such as street sweeping and watering golf course fairways.

(f) Coordinate with Member Agencies to ensure they are relaying the same message.

5. Enforcement. There will be no enforcement at this stage.

#### D. STAGE II: VOLUNTARY 50% REDUCTION IN LAWN WATERING

1. Trigger. During a period of substantial lawn watering demand, after Stage I has been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand continues to generate areas of low pressure, or there are other indications that without further reductions in demand, a shortage could occur.

2. Anticipated Impact. It is anticipated that Stage II will most likely be triggered during the peak outdoor water use season. In a typical year, lawn watering can account for as much as 40% of demand on a peak day. If this is the case, a 50% reduction in lawn watering will result in 20% reduction in total demand.

3. Goal. A 20% reduction in system demands as compared to Expected Peak Demand.

4. Actions. Request customers further reduce water consumption by taking the following measures in addition to those implemented in Stage I:

- (a) Request a **metro wide** 50% reduction in outdoor water use.
- (b) Remind customers to optimize their lawn watering systems so water is not directed onto impervious surfaces and turf is not overwatered.
- (c) Reinforce the recommendation for customers to irrigate on alternate days and excluding Mondays.
- (d) Encourage wise use of water during outdoor activities including washing cars, playing in the sprinkler, playing with water toys, and filling swimming pools.
- (e) Encourage wise use of water indoors including identifying and repairing leaking fixtures, washing only full loads in dishwashers and washing machines, shorter showers, etc.
- (f) Coordinate with Member Agencies to ensure they are relaying the same message.
- (g) Request that public agencies (City, County, or State) set an example by: Closing recreational facilities with known water inefficiencies and suspend the operation of decorative fountains.

5. Enforcement. There will be no enforcement at this stage.

#### E. STAGE III: LAWN WATERING PROHIBITED AND NO USE OF AUTOMATIC LAWN WATERING SYSTEMS

1. Trigger. During a period of substantial lawn watering demand, after Stage I and Stage II have been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand continues to generate areas of low pressure, or there are other

indications that without further reductions in demand, a shortage could occur.

2. Anticipated Impact. It is anticipated that Stage III will most likely be triggered during peak lawn watering season. In a typical year, lawn watering can account for as much as 40% of demand on a peak day. If this is the case, prohibiting lawn watering will result in 40% reduction in total demand.
3. Goal. A 40% reduction in system demands as compared to Expected Peak Demand.
4. Actions. Require members to further reduce water consumption by suspending **all** lawn watering and the use of **all** automatic lawn watering systems of their customers. This reduction is in addition to all steps implemented in Stage I and Stage II. The requirement for placing new sod should be suspended until Stage III is lifted.
5. Enforcement. Customers observed by CIWW or Member Agencies watering their lawn in violation of this policy will be notified. If lawn watering is not suspended within 48 hours, water service will be terminated by the Member Agency and any published fees will apply. Water service will be restored only upon receipt of an undertaking by the customer that the customer understands and will comply with the mandatory conservation measures. Any subsequent violation will result in further termination of service. In addition, the use of water for lawn watering in violation of this plan shall be deemed an unauthorized use of water and Charges for the Unauthorized Use of Water/Metering Tampering shall apply and must be paid before water service will be restored.

#### F. STAGE IV: WATER RATIONING

1. Trigger. During periods of substantial lawn watering demand, or other potential shortage after Stage I, Stage II, and Stage III have been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand is generating a high number of areas with low pressure, limited source water supply, or there are other indications that without wise usage of water, a shortage could occur. Stage IV may also be invoked, without resort to Stages I through III, if Expected Peak Demand for any reason and/or limited source water supply cannot be addressed by the measures contemplated by Stages I through III.
2. Anticipated Impact. It is anticipated that Stage IV will only be triggered in the event of a significant and severe water shortage, or other event, which severely reduces capacity relative to demand. In this case a reduction in demand to the lowest level which will meet public health and safety standards and, when reasonably possible, animal health and safety standards will be sought.
3. Goal. A reduction in system demands as compared to Expected Peak Demand

sufficient to allow the CIWW to meet public health and safety standards, and when reasonably possible, animal health and safety standards.

4. Actions. Water rationing measures will be required to be implemented by all Member Agencies and enforced by application of an Emergency Water Shortage Rate. In order to implement such a demand, Member Agencies in consultation with the CIWW Technical Committee shall set a target level for demand consistent with its Current Capacity and shall use such target to establish a “Rationed Demand” as defined in this Plan. All Member Agencies will be responsible for asking their customers to reduce their consumption to a level to meet the “Stage IV Rationed Demand”. Member Agencies will be expected to initiate efforts to reduce consumption above such level and will be charged at the Emergency Water Shortage Rate intended to strongly discourage consumption above such level.

a. Water rationing shall consider livestock health and safety needs. The expected decrease for members supplying such needs shall be set by the Technical Committee taking into consideration livestock health and safety needs.

b. At Stage IV, Member Agencies with alternative available sources of water meeting state drinking water standards shall supplement and/or replace CIWW water from those sources.

5. Enforcement. “Stage IV Rationed Demand” means for each Member Agency will be responsible for implementing measures to ensure this Rationed Demand is not exceeded. Should the “Stage IV Rationed Demand” be exceeded, the Member Agency will be subject to an Emergency Water Shortage Rate which will be equal to 10 times the established variable rate for any amount in excess of the Rationed Demand.

### **SCHEDULE XXII-3**

#### **MANDATORY EXIT PAYMENTS FOR VOLUNTARY TERMINATION OF AGREEMENT**

Termination of membership pursuant to Article XXII introduces a situation where CIWW costs previously paid by the departing Member Agency must then be absorbed by all remaining members. All else being equal, the termination causes the average cost per unit of service to increase for all remaining members, resulting in higher rates. While some CIWW costs may be avoidable – such as variable operating costs – many other costs are either unavoidable in the short term – such as many fixed operating costs – or totally unavoidable as in the case of the capital costs of assets placed into service to meet, in part, the demand requirements of the departing Member Agency. The unavoidable costs left behind by departing Member Agencies are commonly referred to as “stranded costs.”

Member Agencies shall pay the Mandatory Exit Payment as means of reducing but not eliminating the burden of stranded costs on the remaining Member Agencies. The Mandatory Exit Payment includes three components to be determined by the Board based on the following procedures, and is due and payable within 30 days of termination:

##### **Step 1: Determine Stranded Base Costs**

Departing Member Agencies will pay for five (5) years’ worth of their estimated fixed Base Costs. The eligible costs shall be the Base Costs calculated pursuant to Schedule VI-2 less the variable operating and maintenance costs for the fiscal year preceding the termination date.

Divide the resulting eligible Base Costs by the total water deliveries made by CIWW in the fiscal year preceding the termination to determine the cost per unit of volume. Multiply the unit cost by the departing Member Agency’s annual water delivery for the same fiscal year and multiply the result by five (5) to arrive at the Stranded Base Costs.

##### **Step 2: Determine the Member Agency’s Stranded Extra-Capacity Costs**

Departing Member Agencies will pay ten years’ worth of their estimated Extra-Capacity Costs.

Total eligible Extra-Capacity Costs shall be calculated pursuant to Schedule VI-2 for the fiscal year preceding the termination date. Divide the eligible Extra-Capacity Costs by the Max Day Demand for the CIWW system for the same fiscal year, multiply the result by the Max Day Demand of the departing Member Agency, and then multiply by ten (10) to arrive at the Stranded Extra-Capacity Cost.

##### **Step 3: Determine the Member Agency’s Stranded Member Agency Specific Expansion Costs.**

Departing Member Agencies will pay 100% of the remaining debt together with any cash-funding obligations related to their Member Agency Specific Expansion Costs as determined pursuant to

Schedule VI-2.

The CIWW Board will determine the remaining debt obligation for the departing Member Agency based on that Member Agency’s total allocation of Growth Capital as of the end of the fiscal year prior to the termination. To the extent the Member Agency was also required to make periodic cash contributions to fund the Growth Capital, then the sum of those remaining commitments will be added to the remaining debt obligation.



**SCHEDULE XXV-14**  
**LIST OF EXISTING SERVICE TERRITORY AGREEMENTS BETWEEN MEMBER**  
**AGENCIES**

- Warren Rural Water District with the City of Norwalk (signed XXXXX)
- Warren Rural Water District with the West Des Moines Water Works (signed XXXXX)
- Xenia Rural Water District with the City of Grimes (signed XXXXXX)
- Xenia Rural Water District with the City of Waukee (signed XXXXXX)
- Xenia Rural Water District with the City of Johnston (via legal settlement dated XXXXX)
- Xenia Rural Water District with Urbandale Water Utility (anticipated 10-2023)
- Xenia Rural Water District with West Des Moines Water Works (anticipated 10-2023)

**DISCUSSION DRAFT**  
**September 15, 2023**

**WATER SUPPLY FACILITY OPERATING CONTRACT**

**Between**

**CENTRAL IOWA WATER WORKS (“CIWW”)**

**And**

**BOARD OF WATER WORKS TRUSTEES OF THE CITY OF WEST DES MOINES, IOWA (“WDMWW”)**

For Operation, Maintenance and Management of  
Drinking Water Source, Treatment and Transmission System Facilities

EFFECTIVE AS OF THE CIWW OPERATIONAL COMMENCEMENT DATE

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September 15, 2023

**THIS CONTRACT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between Central Iowa Water Works ("CIWW"), a joint and cooperative legal entity organized and existing under Iowa Code Chapters 28E and 28F, and the Board of Water Works Trustees of the City of West Des Moines, Iowa Works ("WDMWW"), a municipal utility organized and existing under Iowa Code Chapter 388 (hereinafter sometimes jointly referred to as "the Parties" or either referred to individually as a "Party").

**WHEREAS** CIWW is a regional water wholesale production and supply entity created and governed by the Central Iowa Water Works 28E/28F Agreement executed by and among its Founding Agencies and filed with the Iowa Secretary of State as Agreement No \_\_\_\_\_ ("the CIWW 28E-28F Agreement");

**WHEREAS**, CIWW has the right and duty to create and supply treated water to its Member Agencies, and for this purpose CIWW will acquire the water supply facilities of WDMWW and other Water Producing Member Agencies of CIWW as of the Operational Commencement Date of CIWW;

**WHEREAS** WDMWW is a Water Producing Member of CIWW and the current owner and operator of certain Designated Water Supply Facilities as defined in the CIWW 28E-28F Agreement (the "WDMWW Designated Water Supply Facilities");

**WHEREAS**, CIWW and WDMWW desire to implement water supply and facilities operation provisions contemplated by the CIWW 28E-28F Agreement during the Term of this Contract by providing that WDMWW shall be engaged as the contract operator of the WDMWW Designated Water Supply Facilities acquired by CIWW for twenty years from the Operational Commencement Date of CIWW on the terms provided in this Contract.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants of each Party to the other as provided in this Contract, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, CIWW and WDMWW hereby agree as follows:

### ARTICLE I. SCOPE AND TERM OF CONTRACT

Section 1. Scope. This Contract shall govern the relationship between CIWW and WDMWW under the CIWW 28E-28F Agreement with respect to the operation and maintenance of the WDMWW Designated Water Supply Facilities by WDMWW as contract operator from the Effective Date and during the Term of this Contract. As used in this Contract, except as the context may otherwise require, the WDMWW Designated Water Supply Facilities shall include all modifications, improvements, updates and expansion thereto during the Term of this Contract.

This Contract shall not govern the purchase of water from CIWW by WDMWW and shall not govern any provision for administrative support by WDMWW to CIWW or other services provided by and between the Parties. The Parties may enter into other separate Contracts respecting such matters.

Section 2. Effective Date. The "Effective Date" of this Contract shall be the Operational Commencement Date as defined in the CIWW 28E-28F Agreement.

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Section 3. Term. The term of this Contract, subject to the termination provisions herein, shall be twenty years from its Effective Date (the “Term”). Provided, however, such term shall automatically be extended for successive five year periods thereafter unless either party shall, not less than three years prior to the expiration of the first twenty year period hereunder or any subsequent renewal period, give notice in writing to the other party of its intention to terminate such Term. Nothing shall prevent WDMWW and CIWW from agreeing to an earlier termination or to an extension of the Term by further agreement in writing.

Section 4. Supplement to CIWW 28E-28F Agreement. This Contract shall be a supplement to the CIWW 28E-28F Agreement and shall be filed as such with the Iowa Secretary of State after its execution by the Parties. This Contract shall govern certain matters between the Parties hereto under the CIWW 28E-28F Agreement. Except as otherwise defined in this Contract, the capitalized terms used herein that are defined in the CIWW 28E-28F Agreement shall have the meanings as defined in the CIWW 28E-28F Agreement. As used herein, the term CIWW 28E-28F Agreement shall not be construed to mean or include any subsequently adopted amendment to such Contract, except to the extent WDMWW shall expressly agree in writing to accept any such amendment as applying to this Contract. In the event of a conflict between this Contract and the CIWW 28E-28F Agreement, the terms of this Contract shall control.

### ARTICLE II. THE RELATIONSHIP BETWEEN CIWW AND WDMWW

Section 1. Nature of Relationship. WDMWW shall be, and hereby is, engaged by CIWW as the sole operator of the WDMWW Designated Water Supply Facilities acquired by CIWW. In such capacity, WDMWW shall provide all labor, services, materials, and supplies necessary to CIWW’s production and delivery of finished drinking water under this Contract, including all operations, maintenance, repairs, planning, engineering (whether staffed or contracted), capital improvements, residuals removal, and procurements required to effectively operate, maintain, and manage the WDMWW Designated Water Supply Facilities to their full capacity under prevailing conditions as they exist from time to time, including capital and technical upgrades as needed. WDMWW shall supply labor and services through its own staff or under contract with others, in its discretion.

Section 2. Operation Obligations. WDMWW’s obligations under this Contract shall be to operate and maintain the WDMWW Designated Water Supply Facilities on behalf of CIWW with a level of care, effort, and diligence as may be reasonably expected to enable CIWW to meet the service obligations of CIWW to its Member Agencies as set forth in Schedule IV-5 of the CIWW 28E-28F Agreement, to the extent possible in view of the actual capacities and limitations of the WDMWW Designated Water Supply Facilities under prevailing source water and other conditions. WDMWW operations shall be deemed reasonable to the extent consistent with its existing practices and procedures as of the Effective Date with any changes required by changes in prevailing conditions, law or regulation.

Section 3. Independent Contractor. The relationship of WDMWW to CIWW is under this Contract shall at all times be that of independent contractor. Services under this Contract shall be performed in accordance with good and accepted industry practices for operators similarly situated. However, any such services shall not be considered engineering services, and nothing herein is intended to imply that WDMWW is to supply professional engineering services to CIWW, unless specifically stated in this Contract or specifically hereafter agreed by the Parties to the contrary.

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Section 4. Individual Ownership and Responsibility. Except as otherwise explicitly provided in this Contract, each Party shall at all times hold and own its respective properties. Each Party shall be solely authorized to supervise, direct, and manage its own activities and the activities of its respective employees and agents. Each Party shall retain sole responsibility and liability for its own acts and omissions hereunder and for the acts and omissions of its respective employees and agents hereunder.

### ARTICLE III. OPERATIONAL PROVISIONS

Section 1. WDMWW General Authority. WDMWW shall at all times during the Term of this Contract have the power and authority to operate and maintain the WDMWW Designated Water Supply Facilities to meet applicable provisions of law.

Section 2. Permits and Regulatory Compliance. WDMWW shall have and maintain all licenses and permits, including but not limited to Water Use and Water Supply Operations permits, which are required to be obtained by it from State or Federal regulatory agencies for ongoing operation of the WDMWW Designated Water Supply Facilities. Unless otherwise required by law or the CIWW 28E-28F Agreement, all such permits shall be obtained and held in the name of WDMWW. WDMWW shall be responsible for regulatory compliance as outlined in these permits. CIWW shall have and maintain such licenses and permits, if any, to the extent required by applicable law or the CIWW 28E-28F Agreement to allow the Parties to perform their respective obligations under this Contract.

Section 3. Sampling and Laboratory Testing. WDMWW will provide, through staff or contract, sampling and laboratory testing necessary to monitor water treatment plant performance in addition to sampling and laboratory testing required to meet regulatory requirements set forth in water supply operations permits, NPDES permits, and/or any federal, state or local laws, rules and regulations, local ordinances, permit or license requirements.

Section 4. Periodic Reporting. WDMWW shall prepare and make such periodic reports for the WDMWW Designated Water Supply Facilities as are required by applicable laws, rules, regulations or orders, and shall submit them directly to the appropriate regulatory agencies with copies to the CIWW Executive Director as submitted. WDMWW shall assist CIWW in meeting any regulatory reporting requirements that it has as to CIWW facilities operated by WDMWW.

Section 5. Other Information. WDMWW shall make available to CIWW all such reasonably accessible information, schedules, and analysis concerning the WDMWW Designated Water Supply Facilities and their operation as CIWW may request.

Section 6. Operation in Accordance with Budgets. WDMWW shall operate, maintain, and manage the WDMWW Designated Water Supply Facilities in accordance with the budget established as provided in Section 3 of Article VI to the extent possible, subject to such unforeseen changes and contingences as may arise in the ordinary course of business, and subject to emergencies or other circumstances that require deviation from the budgets.

Section 7. WDMWW's Authority to Act in an Emergency. In any emergency affecting the safety of persons, property or water quality, WDMWW shall act, at its discretion, and without prior CIWW authorization, but with reasonable notification under the circumstances to the CIWW Executive Director, to prevent threatened damage, injury or loss notwithstanding any provision in this Contract or

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any previously approved budget and CIWW shall have financial responsibility to reimburse WDMWW for the full costs thereof.

Section 8. Ownership of Distribution Facilities. Each CIWW Member Agency, including WDMWW, shall exclusively own, operate, maintain, and be responsible, for its own Water Distribution Facilities, including its own Connection Facilities as defined in Section 10 of this Article III.

Section 9. Connection Points. The "Connection Points" at which water is delivered by CIWW to CIWW Member Agencies shall be as follows:

- (a) In the case of water sold by CIWW to a specific CIWW Member Agency with a metered point of connection, the Connection Point shall be the point of delivery to the tee or main tap connected to the meter.
- (b) In the case of water produced by the WDMWW Designated Water Supply Facilities and sold by CIWW to WDMWW for delivery to any retail or wholesale customer of WDMWW for which there is no metered point of connection, the Connection Points shall be the points at which the WDMWW Water Distribution Facilities connect to the Water Supply Facilities owned by, or dedicated to, CIWW under the CIWW 28E-28F Agreement.

Section 10. Connection Facilities. As used herein "Connection Facilities" shall mean any taps, pipes, corporations, pumps, or other facilities required by any CIWW Member Agency to connect to, or receive water from the WDMWW Designated Water Supply Facilities or to meter the water delivered to such Member Agency. WDMWW shall have no obligation to supply or maintain the Connection Facilities, including any metering facilities of any other Member Agency. All new wholesale metering facilities that are part of any Connection Facilities shall be constructed and installed in accordance with drawing, plans and specification approved by CIWW, WDMWW and affected Member Agency. Any new Connection Facilities established after the Effective Date shall include such device or devices as may be reasonably required to prevent reverse flow.

Section 11. Dual Use Facilities. The Parties recognize that some facilities and equipment, including certain valves and control systems that may be owned by either CIWW and WDMWW after Asset Transfer under the CIWW 28E-28F Agreement will be used or usable for both Water Supply Activity on behalf of CIWW and for the Water Distribution Activity of WDMWW("Dual Use Facilities"). WDMWW is authorized to utilize all Dual Use Facilities for both purposes. The costs of operation, maintenance, repair and replacement of Dual Use Facilities shall be reasonably allocated between CIWW and WDMWW based on benefit to each of such use by application of such allocation methods as the Parties may agree upon from time to time. Any dispute as to such allocation shall be resolved under the dispute resolution provisions of the CIWW 28E-28F Agreement.

Section 12. Supply Coordination. CIWW shall assist WDMWW and other Water Producing Member Agencies in planning to meet the requirements of all CIWW Member Agencies and shall cause each CIWW Member Agency taking water from the WDMWW Designated Water Supply Facilities to keep WDMWW advised of its requirements and changing requirements. CIWW shall establish a staff-level working group consisting of a single authorized representative from each of the Member Agencies, each to individually serve as an ongoing contact point and coordinator with WDMWW to facilitate and

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optimize water supply operations by WDMWW. Such working group shall meet collectively when needed on call from WDMWW to coordinate and plan for WDMWW operations.

### ARTICLE IV. WARRANTIES, EXCLUSION OF WARRANTIES AND DISCLAIMERS

Section 1. Warranty and Exclusion of Implied Warranties. WDMWW warrants that its operation of the WDMWW Designated Water Supply Facilities shall be reasonable under prevailing source water and other conditions. **WDMWW MAKES NO OTHER WARRANTY OF ANY PARTICULAR RESULTS OR OUTCOME FROM ITS OPERATION OF THE WDMWW DESIGNATED WATER SUPPLY FACILITIES.**

Section 2. Disclaimers. CIWW agrees that the WDMWW Designated Water Supply Facilities of WDMWW are special purpose facilities and the performance of such facilities are affected by external conditions over which WDMWW has no control. WDMWW neither warrants nor guarantees that its facilities existing as of the date of this Contract or that its operation of such facilities will function efficiently or accomplish any specific results under this Contract. CIWW acknowledges that no representations or warranties have been provided to CIWW regarding the WDMWW Designated Water Supply Facilities or the ability of WDMWW to deliver any particular results in the operation of such facilities. WDMWW agrees to cooperate in good faith with CIWW and its Member Agencies to exercise diligence in performing its obligations hereunder, and to use its best efforts to carry out the provisions of this Contract but makes no guarantee of any particular results.

Section 3. Quality and Quantity. WDMWW shall use reasonable diligence and efforts to produce finished drinking water and to operate, maintain and manage the WDMWW Designated Water Supply Facilities to produce finished drinking water which is (i) in compliance with applicable State and Federal drinking water quality regulations; (ii) in compliance with all applicable water supply operation permits; (iii) delivered in adequate quantity and at adequate pressure to meet the needs of CIWW to supply the customers of CIWW. **WDMWW MAKES NO REPRESENTATION OR WARRANTY THAT SUCH OBJECTIVES WILL ALWAYS BE MET UNDER THIS CONTRACT.**

Section 4. Shortages of Water. It is understood that this Contract does not constitute any warranty or assurance by WDMWW that water in the quantity required by CIWW and CIWW Member Agencies will always be available or that water quality requirements will always be able to be met.

Section 5. Variation in Quantity and Quality. All Parties acknowledge and agree that there may be fluctuations in the quantity and quality of finished drinking water produced or delivered under this Contract as a result of prevailing source water, operating conditions, and other conditions and that such variations are acceptable under this Contract.

### ARTICLE V. CAPITAL PROJECTS

Section 1. Non-expansion Capital Projects. During the Term of this Contract, WDMWW shall plan and execute such non-expansion capital projects as WDMWW shall deem necessary and proper to enable WDMWW to meet its obligations under this Contract. Planning for such projects shall be coordinated with the CIWW Technical Committee. Such projects may be designed by staff of WDMWW or by consultants selected and engaged by WDMWW, or both. Execution of such projects shall be under the sole supervision of WDMWW, but shall subject to the review and approval of the CIWW Board as part of the CIWW Budget process, except for projects executed under WDMWW's emergency authority



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provided by Section 7 of Article III. CIWW shall be responsible to pay for the costs of such projects as provided under the CIWW 28E-28F Agreement.

Section 2. Expansion of Capacity. Under the CIWW 28E-28F Agreement CIWW is responsible for planning, engineering, financing, and construction of all new drinking water source, treatment and transmission system facilities needed to expand the capacity of CIWW to meet the requirements of its customers. Such new facilities are referred to herein as “Expansion Facilities”, and may include, in CIWW’s discretion, facilities constructed or installed to increase the capacity of the WDMWW Designated Water Supply Facilities. WDMWW shall cooperate and assist CIWW in planning for and constructing any Expansion Facilities that affect the WDMWW Designated Water Supply Facilities.

Section 3. Capital Improvement Program. WDMWW shall, in coordination with the CIWW Technical Committee, provide data and recommendations to the engineering consultant selected by CIWW, to aid the engineering consultant in developing a multi-year Capital Improvements Program (“CIP”) for the WDMWW Designated Water Supply Facilities, based on performance and needs assessments as provided in Section 4 of this Article V. CIWW shall provide the capital required for such projects, and WDMWW shall cooperate with CIWW in the execution of projects under the CIP for the WDMWW Acquired Facilities with WDMWW reimbursed by CIWW for the costs incurred for its efforts.

Section 4. Continuous Performance Monitoring and Needs Assessment. WDMWW shall, in consultation with the CIWW Technical Committee, the engineering consultant selected by CIWW, and CIWW staff:

- (a) Continuously monitor and assess the WDMWW Designated Water Supply Facilities to determine if they are performing optimally;
- (b) Identify and implement operational strategies to optimize the performance of the WDMWW Designated Water Supply Facilities;
- (c) Identify facility improvements needed to optimize performance of the WDMWW Designated Water Supply Facilities and to keep them in compliance with evolving regulatory requirements, source water quality threats, and evolving technical and operational best practices for facilities of such kind;
- (d) Continuously monitor and assess the use of the WDMWW Designated Water Supply Facilities by CIWW Member Agencies to determine if their needs are being optimally met

## ARTICLE VI. COMPENSATION TO WDMWW

Section 1. Compensation. WDMWW shall be compensated in amounts equal to the actual full cost incurred by WDMWW of providing materials and services under this Contract, plus 2%, with such amounts to be computed and paid as provided in the CIWW 28E-28F Agreement and Section 2 of this Article VI.

Section 2. CIWW Payment to WDMWW. CIWW shall pay WDMWW for operation, materials, supplies, and services supplied under this Contract on a cost plus basis, based on the cost and payment principles set forth in Schedule V-2 to the CIWW 28E-28F Agreement. Such amounts shall be paid in seasonally adjusted monthly installments with an Annual true-up as set forth in such Schedule. For the avoidance

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of doubt, it is the intent of this Contract that WDMWW be paid its full actual costs, plus a fixed percentage of 2%, after such costs are fully incurred and determined.

Section 3. Operation, Maintenance, and Management ("OM&M") Budget. For each calendar year beginning on or after the Operational Commencement Date, WDMWW shall prepare and submit to CIWW a proposed OM&M budget for the next calendar year on such time schedule as may be required to permit the annual budget process of CIWW to proceed pursuant to the terms of the CIWW 28E-28F Agreement.

The proposed OM&M budget shall govern WDMWW's expenditures for the budget year and shall include:

- (a) A projection of the anticipated reimbursable expenditures that will be incurred by WDMWW for production of water in the budget year;
- (b) A comparison of budgeted expenditures for the budget year to the actual expenditures for the prior budget year; and
- (c) Any additional information requested by the CIWW in advance of WDMWW's budget process commencement.

The Board of CIWW shall conduct a budget hearing on the proposed OM&M budget at its next regular meeting following receipt of the proposed budget. If the proposed budget is not approved by the CIWW Board, CIWW shall provide a detailed statement to WDMWW of its objections. Any CIWW objections will be resolved by negotiation between the Parties if possible, but if no approved budget is reached, then WDMWW shall operate under its proposed budget, subject to the right of CIWW to challenge any expenditure to which objection is made by claim in arbitration commenced not later than 180 days after the budget was first submitted to CIWW.

Section 4. Information and Input to be Provided by WDMWW. Upon the request of CIWW or any CIWW Member Agency, WDMWW shall make available such reasonably accessible information, schedules, comparisons and analysis as may be deemed reasonably necessary in order to fully analyze the proposed OM&M budget. WDMWW shall cause such members of its staff to be present at the budget hearing established by CIWW as are necessary to explain the proposed budget and respond to inquiries made concerning same.

### Article VII. OBLIGATIONS OF CIWW

Section 1. Financial Obligations. CIWW shall promptly satisfy all of its financial obligations to WDMWW hereunder, including without limitation, funding under Article V for capital projects. Any loss, damage, or injury resulting from the failure of CIWW to provide funding for capital projects, when reasonably requested by WDMWW, shall be the sole responsibility of CIWW.

Section 2. CIWW Rates and Charges. CIWW shall at all times set, impose, and collect rates and charges to its Member Agencies that produce revenues at least sufficient to pay the expenses of operation of CIWW, including obligations to WDMWW, and all other obligations including principal and interest of bonds and other debt obligations as they become due.

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Section 3. Taxes. CIWW shall pay all sales, excise, ad valorem, property, or other taxes, if any, associated with sales or operations under this Contract or assessed against CIWW property.

Section 4. Cooperation and Support. CIWW shall reasonably cooperate in good faith with WDMWW in the performance of its obligations under this Contract, and shall all times govern and manage its affairs consistent with the terms of the CIWW 28E-28F Agreement so as to enable and support WDMWW's ability to fully perform its obligations under this Contract.

### ARTICLE VIII. TERMINATION PROVISIONS

Section 1 Automatic Termination. This Contract shall automatically terminate upon the termination of existence of CIWW for any reason. Such termination shall be effective upon reversion of assets including any dual purpose assets to WDMWW as provided in the CIWW 28E-28F Agreement, with the intent that there shall be no interruption of water production upon termination of the existence of CIWW.

Section 2 Termination for Default. In the event that either Party determines that the other Party has defaulted in the performance of its obligations hereunder, the aggrieved Party may declare that default has occurred and give notice thereof to the defaulting Party. Notice of default shall be given in writing, shall specify the nature of the default and the provisions of the Contract involved, and shall specify what action is required of the defaulting Party to correct the default.

The defaulting Party shall have 180 days from the date of its receipt of the notice of default to correct the default. If at the end of said 180-day period the default has not, in the opinion of the aggrieved Party, been corrected, and if such default shall constitute a material breach of this Contract, the aggrieved Party may thereupon terminate the Contract for material breach by giving 60 days written notice of termination. Termination of this Contract shall be effective at the end of said 60-day period unless judicial proceedings are initiated by either Party in a court of competent jurisdiction to determine if a material breach has occurred.

Upon termination of this Contract by the either Party, or upon entry of a court order terminating this Contract, WDMWW shall assist CIWW in assuming operation of the WDMWW Designated Supply Facilities. CIWW shall pay WDMWW the costs of such assistance within thirty (30) days of its receipt of an invoice for such costs.

Any disputes arising under this Section shall not be subject to mandatory arbitration.

### ARTICLE IX. LIABILITY, INDEMNITY, INSURANCE, AUDIT, AND GENERAL TERMS

Section 1. No Liability. WDMWW shall not be liable to CIWW, to any Member Agency or to any of their customers by reason of any interruption or failure to provide any water supplied or for services contemplated by this Contract, or for any error of judgment by WDMWW or its staff, except for any bad faith, willful misconduct, or willful disregard for the terms of this Contract.

Section 2. Non-Liability for Main Breaks. WDMWW shall have no liability to any person for direct or indirect damage caused by water main breaks of CIWW or any other party. CIWW shall indemnify

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WDMWW from any such claimed liabilities, and hold WDMWW harmless from all such claims, including all attorney fees and other costs of defense.

Section 3. Limitations of Liability. NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY UNDER THIS CONTRACT FOR ANY CLAIM FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUE OR THE LOSS OF USE OF EITHER, OR COSTS OF REPLACEMENT CAPITAL, EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT.

Section 4. Indemnification. WDMWW and CIWW to the fullest extent permitted by law, each hereby agrees to indemnify, defend, pay on behalf of, and hold harmless the other and their respective elected officials, appointed officials, agents, employees and volunteers, and others working on behalf of such party ("Indemnities"), against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the Indemnities by reason of any injury or loss arising out of any wrongful act or omission of the Indemnifying Party, including, but not limited to, bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected to this Contract. No party shall have any right of indemnity for damages or claims proximately caused by its own negligent or intentionally wrongful acts. Each party's Contracts and obligations as set forth in this Section are applicable for the duration of and following expiration or termination of this Contract, regardless of the manner of termination, and notwithstanding other provisions of this Contract.

Section 5. Insurance. The Parties shall each separately, or jointly, establish and maintain insurance and risk management programs with respect its own properties and liabilities within the scope of this Contract. Each Party waives subrogation against the other Party with respect to losses covered by such Party's insurance.

Section 6. Audit. CIWW may by notice in writing request access to WDMWW's records for purposes of conducting an independent audit of WDMWW's financial records relation to compensation or other amounts paid or payable by CIWW to WDMWW. Such notice shall identify the records sought for audit, and WDMWW shall provide access to the records sought for audit within 30 days after receipt of the notice requesting audit. Such audit shall be conducted by a certified public accounting firm retained by CIWW and it CIWW's sole cost. The audit findings shall be promptly provided to WDMWW. In the event that such audit reveals that any overpayment or under payment to WDMWW, the Parties shall make such adjustments to balances paid or payable between them as the audit determines are proper, with such adjustments to be made within 30 days of the issuance of the audit report. In the event that either Party disputes the findings of the audit, it may notify the other Party of its objection thereto and request binding arbitration to resolve the matter.

Section 7. Assignment of Contract. Neither Party may assign this Contract to a third party without the written consent of the other Party.

## **DISCUSSION DRAFT**

**September 15, 2023**

### **Article X. ADOPTION OF ADDITIONAL GENERAL TERMS OF CIWW 28E-28F AGREEMENT**

Each of the provisions set forth in Article XXV of the CIWW 28E-28F Agreement, except Section 2 therein, shall be part of this Contract and are hereby incorporated herein by this reference as though set forth herein in full, but with any reference therein to Founding Agency, Founding Agencies, Member Agency or Member Agencies to be deemed to refer to WDMWW for purposes of this Contract.

### **Article XI. EXECUTION OF CONTRACT**

Section 1. Passage of Resolution. This Contract shall not go into effect unless approved by resolution of the governing boards of WDMWW and CIWW.

Section 2. Signature Pages. Each party shall execute the separate signature page provided for it, and the Parties hereto authorize their counsel to assemble the signature pages of all signatory Parties and to append such signature pages to copies of this Contract for filing with the Secretary of State.

**[Signature Pages Follow]**

**DISCUSSION DRAFT**  
**September 15, 2023**

**CENTRAL IOWA WATER WORKS**

By: \_\_\_\_\_  
\_\_\_\_\_, Board Chairperson

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_. Board Secretary

STATE OF IOWA)

) SS:

COUNTY OF POLK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and Board Secretary of CENTRAL IOWA WATER WORKS that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2023, and that Graham R. Gillette and Ted Corrigan acknowledged the execution of the instrument to be the voluntary act and deed of the CENTRAL IOWA WATER WORKS, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**DISCUSSION DRAFT**  
**September 15, 2023**

**BOARD OF WATER WORKS TRUSTEES OF THE CITY OF  
WEST DES MOINES, IOWA**

By: \_\_\_\_\_  
Scott Brennan, Board Chairperson

ATTEST:

\_\_\_\_\_  
Christina Murphy, General Manager

STATE OF IOWA        )  
                              )       SS:  
COUNTY OF POLK     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for the State of Iowa, personally appeared Scott Brennan and Christina Murphy to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and the General Manager of the BOARD OF WDMWW TRUSTEES OF THE CITY OF WEST DES MOINES, IOWA, that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2023, and that Scott Brennan and \_\_\_\_\_ acknowledged the execution of the instrument to be their voluntary act and deed of the BOARD OF WDMWW TRUSTEES OF THE CITY OF WEST DES MOINES, IOWA, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

## **Central Iowa Water Works 28E/F Agreement**

### **Regional Partner Questions and Answers between Draft 2 and Draft 3**

#### **ANKENY**

**Q: Should assets that are excluded from asset transfer be identified in Schedule IV-6?**

A: Selected assets which are excluded from asset transfer have been identified in Schedule IV-6 for the sake of clarity and certainty. Additionally, the following language has been added to Schedule IV-6:

*“The assets to be retained by the parties specifically include, but are not limited to, the following enumerated Excluded Assets, which are listed for avoidance of doubt. Other assets not listed as Excluded Assets, will also be retained. The omission of any assets from the list of Excluded Assets shall create no inference or presumption that it is, or should be deemed to be, an Included Asset.”*

**Q: Should language be included indicating that CIWW will conduct an operational analysis 15 years after Commencement Date in preparation for sunset of Operational Contracts?**

A: Such language has not been included. The desire is not to be overly prescriptive about what needs to happen 15-20 years in future. The CIWW board can choose to do this if they wish at any time.

**Q: How will capital calls be managed?**

A: Funds for capital expenditures will be collected through fixed rates and expansion allocations. Additional capital calls should be infrequent and only in the case of significant changes to the CIP or in the event of an emergency.

**Q: Is there anything in the 28E that precludes John Deere transferring from DMWW to Ankeny?**

A: No - This can be negotiated between DMWW and Ankeny at any time in the future.

#### **CLIVE**

**Q: Provide further clarification on moving to calendar year for the budgeting process and setting wholesale rates.**

A: The calendar was evaluated both on a July – June fiscal year and a calendar year. Due to the two largest producers being on a calendar year, the coordination of operational and capital budgets between the utility boards and CIWW board was determined to be impractical on a



fiscal year; therefore, language was changed to calendar year. Cities may choose to modify when they change retail water rates to coincide with CIWW's January 1 rate increases.

## JOHNSTON

**Q: Can a system be implemented similar to WRA where capacity is reallocated periodically based on actual usage? Fixed capacity allocations may hinder growth and development in Johnston and other communities.**

A: The WRA method for capacity allocation was considered but not chosen for CIWW. That methodology is considered onerous, and most communities want the certainty of having and knowing their fixed capacity allocation. Each community will evaluate their growth and related capacity needs and provide their needs to the CIWW board, who will then have responsibility to consider capacity needs in the CIP. Each entity is primarily responsible (91%) for funding their capacity needs, which should avoid unnecessary overbuilding of the system.

**Q: Will Johnston receive credit in recognition of the historically higher wholesale rates it has paid which may have at times been higher than the cost of service?**

A: Johnston declined to invest in the Core Network when Purchased Capacity was offered; therefore, Johnston does not own equity in the Core Network. The higher With Storage rate paid includes a rate of return that equity owners did not pay in lieu of their upfront investment, which is why Johnston's rate is higher. Effectively, Johnston has "leased" their capacity, and has no equity in the system. Additionally, it should be noted that communities who invested in Purchased Capacity also paid debt service for that investment, in addition to paying DMWW's purchased capacity rate, increasing their overall effective rate. Johnston has had a significantly lower rate increase than Purchased Capacity customers over the last 3 years in order to better align rates with costs (0% rate increase the last 2 years vs. 12-15% for purchased capacity customers). Rate principles are applied forward-looking only.

**Q: What uniform source was used to project growth for each member, and might there be double counting of growth among members planning to serve the same territory?**

A: Growth projections were taken from DMWW's Long Range Plan developed in 2017. DMWW worked with each community and asked each community to self-report their growth projections as data input to the study. In terms of potential for double counting, this is possible; however, it is possible under the current regional model as well, so it is not a new risk. Due to annexations among neighboring communities, it may be difficult for communities to accurately project their growth. It is our hope CIWW improves the situation through collaborative discussions of the Technical Committee.

**Q: Will ASR capacity be allocated among Founding Agencies to help control long-term peak needs?**

A: The LP Moon and Army Post ASRs are considered regional assets and part of the capacity allocations available to all members. Some communities have ASRs already in progress that are grandfathered in and will remain an asset of that community. ASRs must be limited due to operational and maintenance considerations until additional treatment capacity is constructed. The agreement does not preclude Johnston from constructing an ASR at some time in the future.

## **NORWALK**

**Q: Does the Agreement ensure equality in rates for Total Service customers and Member Agencies?**

A: The O&M (“base”) production rate for all Member Agencies is equal, and Total Service customers will certainly pay a retail rate greater than the Member Agencies’ base rate. However, due to CIWW rate components including growth/expansion costs and max day considerations, it is not feasible to ensure Total Service customers pay a higher retail rate than Member Agencies, especially if Total Service customers are not facing growth. Total Service customers will pay retail rates based on their cost of service as determined by DMWW (or other Total Service provider).

**Q: Does the Agreement ensure Member Agencies are appropriately compensated for wheeling benefits to other Member Agencies or Total Service Customers?**

A: This question has been addressed by including language in Article IV, Section 12:

*“CIWW may request consent from a Member Agency to wheel water through the Member Agency’s water distribution mains to serve other existing or potential Member Agencies. Such consent shall not be unreasonably withheld ~~be granted~~ unless the Member Agency demonstrates that service to its current or reasonably expected future retail customers within the next five (5) years would be adversely affected...”*

**Q: Can a 3-year average, rather than a 5-year average, be used in the determination of historic average and maximum day demands?**

A: The third draft continues to use a 5-year average. Nearly all members desire more capacity, so this concern is understood and shared among all members. It is too late to change this modeling input. Communities have conceptually agreed to the capacity allocations based on a 5-year approach.

**Q: Is Norwalk’s Western Feeder Main (funded by Norwalk at 100%) excluded from Core Network assets?**

A: Yes, it has been added to the list of excluded assets in Schedule IV-6.

**Q: Norwalk requests an additional 0.60 MGD of capacity allocations.**

A: Nearly all members desire more capacity, so this concern is understood and shared among all members. Capacity is fixed until the 10 MGD Saylorville expansion is constructed. If additional capacity is awarded to one community, it must be taken from one or more other communities, which would be inequitable. Growth projections are based on DMWW's 2017 Long Range Plan, which were provided by each community. Additionally, if communities choose not to participate in CIWW, there will be opportunity to reallocate existing reserve capacity to Founding Members. The 10 MGD expansion will also provide Norwalk with an estimated additional 0.50 MGD once constructed.

## **POLK CITY**

**Q: What are the payment plan options for buy-in payments?**

A: The DMWW Board has indicated they are willing to establish payment plans for communities who do not wish to make a lump sum payment. We have been told the buy-ins should also be eligible for SRF, which would likely offer a more favorable rate than market. PFM can help determine the best path for financing.

**Q: Would Polk City continue to own the land the treatment plant and alluvial aquifer wells are on?**

A: If facilities occupy land owned by the Member Agency used exclusively for Water Supply Activities, the Agreement contemplates these lands transferring to CIWW. If facilities occupy easements on land owned by other entities or land which is joint use, such as parks, the land would not transfer.

## **XENIA**

**Q: Can the Water Shortage Plan in the Agreement be updated to accommodate the needs of livestock during summer months?**

A: A statement has been added to Stage IV of the Water Shortage Plan in Schedule XIX-1 to indicate that the needs of livestock will be considered when setting water rationing targets.

**Q: Can initial service area boundaries change, either to expand or contract?**

A: Schedule IV-1, Exceptions to Exclusive Supply Rights, has been updated to define exceptions to exclusivity for Warren Water District and Xenia Rural Water District, and the process for approving changing service area as needed.



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager  
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

<b>Click to download</b>
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

October 16, 2023  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:  
City Clerk

COUNCIL GOAL:

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ACTION REQUESTED:

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LEGAL:

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SUBJECT:

- *Public Hearing - SE Delaware Ave & SE 54th St Traffic Signal - 11/6/23 @ 5:30 p.m.*
- *Public Hearing - Annexation - Legacy Housby, LLC - 11/20/23 @ 5:30 p.m.*
- *Public Hearing - NW Northlawn Area Utility Improvements - Phase 3 - 11/20/23 @ 5:30 p.m.*
- *Regular Council Meeting - 12/4/23 @ 5:30 p.m.*

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
No Attachments Available