



## **ANKENY CITY COUNCIL**

### **Regular Meeting**

**Monday, May 6, 2024**

**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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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=OEFocWZGS0NYUmtNvHNxcWZfak9PdZ09>

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:**

1. Special Presentation: Bravo Greater Des Moines - Sally Dix

**B. APPROVAL OF AGENDA:**

1. Approval of the May 6, 2024 Agenda

**Action# B1-1. Consider motion to approve and accept the May 6, 2024 agenda, with or without amendment.**

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

1. PH 2024-28 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by amending the PUD Zoning of certain property owned by Commerce Center, LLC.

**Action# C1-1. Consider motion to close Public Hearing 2024-28.**

2. PH 2024-29 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Berwick Holdings, LLC, from the current R-1, One Family Residence District to PUD, Planned Unit Development.

**Action# C2-1. Consider motion to close Public Hearing 2024-29.**

**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 April 15, 2024, as published, subject to correction, as recommended by the City Clerk.
- CA - 2** Approval of official council actions of the special meeting of April 29, 2024, as published, subject to correction, as recommended by the City Clerk.
- CA - 3** Receive and file minutes of the Plan and Zoning Commission meeting of April 2, 2024.
- CA - 4** Receive and file minutes of the Library Board of Trustee meeting of March 21, 2024.
- CA - 5** Receive and file minutes of the Human Rights Commission meeting of February 22, 2024.

- **Licenses and Permits**

- CA - 6** Consider motion to approve cigarette/tobacco/nicotine/vapor permit in the City of Ankeny.
- CA - 7** Consider motion to approve the issuance of liquor licenses and beer/wine permits in the City of Ankeny.

- **Finance/Budget**

- CA - 8** Consider motion to approve Amendment #1 to the Professional Services Agreement with Bolton & Menk, Inc., for the construction engineering services for the SE Corporate Woods Drive & Crosswinds Drive Traffic Signal in an amount not to exceed \$16,082.00.
- CA - 9** Consider motion to approve Amendment #1 to the Professional Services Agreement with Snyder & Associates, Inc. increasing the contract amount by \$378,200.00 for final design engineering services on the South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street project.
- CA - 10** Consider motion to approve Payment #1 in the amount of \$521,704.37 to Brothers Cleaning Corporation for construction services on the Rally Complex Park Development project.
- CA - 11** Consider motion to approve Payment #2 in the amount of \$544,660.03 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Drive - Elevated Water Storage Tank project.
- CA - 12** Consider motion to approve Payment #16 in the amount of \$10,826.52 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
- CA - 13** Consider motion to approve Payment #16 in the amount of \$17,023.23 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.
- CA - 14** Consider motion to approve Payment #16 in the amount of \$6,374.25 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
- CA - 15** Consider motion to approve Payment #2 in the amount of \$25,164.73 to MSA Professional Services, Inc., for engineering services on the SW Walnut Street and SW Ordnance Road Water Main project.
- CA - 16** Consider motion to approve Payment #2 in the amount of \$7,044.25 to Nilles Associates, Inc., for engineering services on the SW Magazine Road & SW State Street Improvements - West Leg project.
- CA - 17** Consider motion to approve Payment #4 in the amount of \$3,586.50 to Nilles Associates, Inc., for engineering services on the Vintage Business Park North Lake and Saylor Creek Repairs project.
- CA - 18** Consider motion to approve Payment #16 in the amount of \$33,549.75 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
- CA - 19** Consider motion to approve Payment #1 in the amount of \$121,019.55 to Rognes Corporation, for construction services on the SE 3rd Street Improvements - Phase 2 project.
- CA - 20** Consider motion to approve Payment #3 in the amount of \$10,677.75 to Snyder & Associates, Inc. for engineering services on the Watercrest Park Expansion project.
- CA - 21** Consider motion to approve Payment #38 in the amount of \$11,709.52 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
- CA - 22** Consider motion to approve Payment #7 in the amount of \$69,310.06 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.

- CA - 23** Consider motion to approve Payment #33 in the amount of \$22,353.93 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 24** Consider motion to approve Payment #1 in the amount of \$19,901.50 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 4 project.
- CA - 25** Consider motion to approve Payment #11 in the amount of \$512.00 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.
- CA - 26** Consider motion to approve Payment #11 in the amount of \$8,292.66 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
- CA - 27** Consider motion to approve Payment #36 in the amount of \$5,812.50 to Strand, for engineering services on the Ankeny ASR project.
- CA - 28** Consider motion to approve Payment #12 in the amount of \$2,015.50 to Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.
- CA - 29** Consider motion to approve the May 6, 2024 Accounts Payable.
- CA - 30** Consider motion to approve **RESOLUTION** authorizing the purchase of a backup generator for Fire Station No. 4.
- CA - 31** Consider motion to adopt **RESOLUTION** authorizing the purchase of a truck chassis for Public Works Department single axle snow plow truck (replace existing trucks #232).
- CA - 32** Consider motion to adopt **RESOLUTION** authorizing the purchase of a dump body, plow components, and build of a single axle snow plow truck for the Public Works Department (replace existing truck #232).
- CA - 33** Consider motion to adopt **RESOLUTION** authorizing the purchase of a truck chassis for Public Works Department tandem axle snow plow truck.
- CA - 34** Consider motion to adopt **RESOLUTION** authorizing the purchase of a dump body, plow components, and build of a tandem axle snow plow truck for the Public Works Department.
- CA - 35** Consider motion to adopt **RESOLUTION** authorizing the purchase of a new wheel loader for the Public Works Department (replace existing wheel loader #252).

• **Community Development Items**

- CA - 36** Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a hold harmless agreement allowing Canyon Landing Owners Association, Inc. to place a monument development sign within a portion of the City of Ankeny's Public Utility Easement, Public Gas Easement, and Landscape Buffer Easement located on Lot 18, Canyon Landing Plat 3.
- CA - 37** Consider motion to adopt **RESOLUTION** accepting the final plat, letter of credit for erosion control, performance and maintenance bonds for asphalt paving, concrete paving, subgrade and underground improvements, platted and offsite easements, warranty deed for streets, sewer connection fee, parkland dedication agreement and authorizing cost-participation for water main and sidewalk oversizing and truncated domes for Spectrum 36 Plat 2.
- CA - 38** Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of

water main, sanitary sewer, and storm sewer in Spectrum 36 Plat 2.

- CA - 39 Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of asphalt paving in Spectrum 36 Plat 2.
- CA - 40 Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of concrete paving in Spectrum 36 Plat 2.
- CA - 41 Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of subgrade in Spectrum 36 Plat 2.

- **Engineering Items**

- CA - 42 Consider motion to adopt **RESOLUTION** accepting a proposal from Dave's Dozing and Excavating Inc. in the amount of \$86,771.40 for the construction of the 2024 Storm Culvert & Trail Repairs project.
- CA - 43 Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of paving and subgrade preparation for the SE Four Mile Drive Turn Lane Improvements.

- **Capital Improvement Projects**

- CA - 44 Consider motion to adopt **RESOLUTION** approving contract and bonds with Granite Excavating in the amount of \$1,231,702.00 for the NE 36th Street & NE 38th Street Water Main Loop project.
- CA - 45 **Aspen Ridge Trail**: Consider motion to approve: a) Final Change Order #2 increasing the contract amount by \$4,975.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Caliber Concrete LLC in the amount of \$91,382.06; and d) Final Payment #2 in the amount of \$23,156.25; and Retainage Payment in the amount of \$4,569.10.
- CA - 46 **N Ankeny Boulevard & 18th Street Intersection Improvements**: Consider motion to approve: a) Final Change Order #4 increasing the contract amount by \$48,245.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with All Star Concrete, LLC in the amount of \$497,606.85; and d) Final Payment #4 in the amount of \$111,623.89; and Retainage Payment in the amount of \$24,880.34.

- **Administrative Items**

- CA - 47 Consider motion to approve certification to the Treasurer of State of Iowa the population of the Legacy Housby, LLC annexed territory as determined by the last certified federal census of said territory.
- CA - 48 Consider motion to adopt an Agreement for Property Use between the Des Moines Area Regional Transit Authority (DART) and the city of Ankeny.
- CA - 49 Consider motion to adopt **RESOLUTION** supporting participation in the Main Street Iowa Program and designating the City's Economic Development Director to represent the City on the local nonprofit Main Street governing Board of Directors

- **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 2166 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees.

**Action# H1-1. Consider motion to accept second consideration of ORDINANCE 2166.**

2. Ord 2167 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by amending the PUD Zoning of certain property owned by Commerce Center, LLC. (PH 2024-28)

**Action# H2-1. Consider motion to accept first consideration of ORDINANCE 2167.**

3. Ord 2168 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Berwick Holdings, LLC. (PH 2024-29)

**Action# H3-1. Consider motion to accept first consideration of ORDINANCE 2168.**

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed Sawgrass Park Dam Improvements  
Professional Services Agreement with Snyder & Associates, Inc.

**Action# J1-1. Consider motion to approve the Professional Services Agreement with Snyder & Associates, Inc. for the initial investigation and conceptual design engineering services on the Sawgrass Park Dam Improvements project in an amount not to exceed \$73,700.00 and authorize the Mayor to execute said agreement.**

2. Proposed NW Irvinedale Drive and NW 18th Street Intersection Improvements  
Professional Services Agreement with HR Green Inc.

**Action# J2-1.**

**Consider motion to approve the Professional Services Agreement with HR Green Inc. for design engineering services on the NW Irvinedale Drive and NW 18th Street Intersection Improvements project in an amount not to exceed \$398,400.00 and authorize the Mayor to execute said Agreement.**

3. \$17,425,000 General Obligation Bonds, Series 2024A

**Action# J3-1. Consider motion to adopt RESOLUTION directing the advertisement for sale of \$17,425,000 General Obligation Bonds, Series 2024A, and approving electronic bidding procedures and official statement.**

4. \$4,175,000 Water Revenue Bonds, Series 2024B

**Action# J4-1. Consider motion to adopt RESOLUTION directing the advertisement for sale of \$4,175,000 Water Revenue Bonds, Series 2024B, and approving electronic bidding procedures and official statement.**

**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 - Tobacco Sales Permit Violations - 5/20/24 @ 5:30 p.m.***
- ***Regular Council Meeting - 6/3/24 @ 5:30 p.m.***

**L. ADJOURNMENT**

1. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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

May 6, 2024  
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:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

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:

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



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Special Presentation: Bravo Greater Des Moines - Sally Dix

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**

No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 May 6, 2024 Agenda

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 and accept the May 6, 2024 agenda, with or without amendment.

ADDITIONAL INFORMATION:

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ATTACHMENTS:

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



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:  
Public Hearing

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LEGAL:

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SUBJECT:

PH 2024-28: Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by amending the PUD Zoning of certain property owned by Commerce Center, LLC.

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EXECUTIVE SUMMARY:

Commerce Center, LLC, is proposing an amendment to a portion of the I-80 Commerce Center PUD. The request is for 35.66 acres within the development to be amended, removing and adding new language to section 3 Bulk Regulations amending the Allowable Land Uses. In addition, the proposal also adds language to Section 3 Architectural Character, and Section 4 Supporting Evidence Screening, Open Space, and Landscaping sections.

The subject area is located south of SE 90th Street, west of NE 29th Street/SE Four Mile Drive, and north of Interstate 80. The parcels subject to the PUD Amendment are currently apart of the I-80 Commerce Center PUD. Properties to the north are zoned Crosswinds Business Park PUD. Properties to the west are zoned R-1, One-Family Residence District. Surrounding properties to the south and east are unincorporated—zoned under Polk County—with property to the east zoned MDR, Medium-Density Residential District; and property to the south zoned HI, Heavy Industrial District. The Ankeny Plan 2040 Comprehensive plan, *Figure 12.10, Future Land Use Map* identifies the project area as being suitable for Office Business Park.

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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):

The Plan and Zoning Commission recommended City Council approval at their meeting on April 2, 2024.

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PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

The Plan and Zoning Commission held a public hearing at their meeting on March 19, 2024.

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ACTION REQUESTED:

**Action:** Consider motion to close Public Hearing 2024-28.

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
<input type="checkbox"/> <a href="#">PH Coversheet</a>
<input type="checkbox"/> <a href="#">Ordinance</a>
<input type="checkbox"/> <a href="#">P &amp; Z Commission Minutes</a>
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Applicant Letter</a>
<input type="checkbox"/> <a href="#">Rezoning Exhibit</a>
<input type="checkbox"/> <a href="#">PUD Manual</a>
<input type="checkbox"/> <a href="#">Aerial Map</a>



**PUBLIC HEARING 2024-28**

**5:30 P.M.**

**MAY 6, 2023**

**PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY COMMERCE CENTER, LLC**

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**Mayor:**

This is the time and place for a public hearing on the matter of the proposed Ordinance 2167 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Commerce Center, LLC.

FROM: its current PUD, Planned Unit Development

TO: PUD, Planned Unit Development

**Layman’s Description** – approximately 35.66 acres (+/-) located south of SE 90<sup>th</sup> Street, west of NE 29<sup>th</sup> Street/SE Four Mile Drive and north of Interstate 80.

Notice of this hearing was published in the Des Moines Register on the 26<sup>th</sup> day of April, 2024 and notices were mailed to affected property owners as required by law.

**Mayor:**

“Has any written correspondence been received for this hearing”?

**City Clerk:**

None in the clerk’s office.

**Mayor:**

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

After Report:

“Because this is a Public Hearing those wishing to be heard for or against the proposed rezoning, please either approach the podium, or if you are attending electronically, raise your electronic hand, or press star 9 (\*9). When you are called upon, 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 2024-28.

**Mayor**

“Further consideration and action will take place on this item under “Legislative Business”, Agenda Item “H”, later in this meeting.

**ORDINANCE**

**AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY COMMERCE CENTER, LLC.**

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**WHEREAS**, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 2<sup>nd</sup> day of April, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Commerce Center, LLC., from the current PUD, Planned Unit Development, to PUD, Planned Unit Development; and

**WHEREAS**, on the 6<sup>th</sup> day of May, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

**LEGAL DESCRIPTION:**

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY IOWA.  
EXCEPT ROADWAYS  
AND  
EXCEPT WARRANTY DEED FILED IN BOOK 17366, PAGE 842 OF THE POLK COUNTY RECORDER'S OFFICE.  
AND  
EXCEPT THE SOUTH 175 FEET OF THE EAST 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18.

**LAYMAN'S DESCRIPTION:**

Approximately 35.66-acres (+/-) located south of SE 90<sup>th</sup> Street, west of NE 29<sup>th</sup> Street/SE Four Mile Drive, and north of Interstate 80.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:**

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Commerce Center, LLC., from the current PUD, Planned Unit Development, to PUD, Planned Unit Development.

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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Yuska, City Clerk

**PUBLISHED IN THE  
DES MOINES REGISTER  
ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024**

**1<sup>st</sup> Con \_\_\_\_\_ (P. Hrg.)  
2<sup>nd</sup> Con \_\_\_\_\_  
3<sup>rd</sup> Con \_\_\_\_\_**



# **Meeting Minutes**

## **Plan & Zoning Commission Meeting**

Tuesday, April 2, 2024

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

### **CALL TO ORDER**

Chair Ted Rapp called the April 2, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

### **ROLL CALL**

Members present: Ted Rapp, Randy Weisheit, Trina Flack, Annette Renaud, and Todd Ripper. Absent: Lisa West and Glenn Hunter. Staff present: Eric Jensen, Eric Carstens, Bryan Morrissey, Ryan Kirschman, Laura Hutzell, Jake Heil and Brenda Fuglsang.

### **AMENDMENTS TO THE AGENDA**

Motion by T.Flack to approve and accept the April 2, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 5 – 0.

### **BUSINESS ITEMS**

#### **Item #2. Request to amend a portion of the I-80 Commerce Center PUD, Planned Unit Development, for property owned by Commerce Center, LLC**

R.Kirschman reported Commerce Center, LLC is proposing an amendment to a portion of the I-80 Commerce Center PUD. The request is for 35.66 acres within the development to be amended, adding an alternate land use for a data center and an electric substation. The property is located south of SE 90th Street, west of NE 29th Street/SE Four Mile Drive, and north of Interstate 80. R.Kirschman commented that the proposed amendment remains consistent with the Future Land Use Map and explained the general plan for development of the site including tentative building footprints, access to public streets, parking areas, and storm water detention areas. He noted that the final designs will be determined and approved with subsequent final platting and site planning. The applicant has submitted the required rezoning petitions and all legal notifications for the rezoning have been met. R.Kirschman additionally addressed questions that were raised by the Commission, which included information on the amount of water usage for the data center and the future plans for Lot 3.

There were no additional questions from the Commission.

Brent Culp, Snyder & Associates, 2727 SW Snyder Boulevard, Ankeny had no additional information to report to the Commission.

Motion by R.Weisheit to recommend City Council approval of the request by Commerce Center, LLC, to amend a portion of the I-80 Commerce Center PUD, Planned Unit Development, to add an alternate land use for a data center and electrical substation. Second by T.Flack. All voted aye. Motion carried 5 – 0.



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**Agenda Item:** I-80 Commerce Center – Action  
**Report Date:** March 22, 2024  
**Prepared By:** Ryan Kirschman *EJC*  
Planner I

### **Staff Recommendation**

Staff recommends that the Plan and Zoning Commission recommend City Council Approval of the request by Commerce Center, LLC, proposing an amendment to a portion of the Commerce Center PUD to add an alternate land use for a data center and electrical substation.

### **Project Report**

Commerce Center, LLC is proposing an amendment to a portion of the I-80 Commerce Center PUD. The request is for 35.66 acres within the development to be amended, adding an alternate land use for a data center and an electric substation.

The subject area is approximately 35.66 acres of property, located south of SE 90th Street, west of NE 29th Street/SE Four Mile Drive, and north of Interstate 80. Properties to the north are zoned Crosswinds Business Park PUD. Properties to the west are zoned R-1, One-Family Residence District. Surrounding properties to the south and east are unincorporated—zoned under Polk County—with property to the east zoned MDR, Medium-Density Residential District; and property to the south zoned HI, Heavy Industrial District.

The PUD Master Plan outlines the general plan for development of the site with tentative building footprints, accesses to public streets, parking areas, and storm water detention areas; however, final designs will be determined and approved with subsequent final platting and site planning. Language in the PUD Master Plan discusses screening to be required, as well as fencing, and utility services. Proposed building elevations are provided with examples of other buildings having similar architectural character integrating painted concrete, pre-cast, tilt-up wall sections in earth-tone colors, with various textures, colors, and glass. The amendment adds the Data Center Use with additional language allowing an alternate architectural style to have Cerulean blue as a main accent color. The amendment also provides additional landscaping language for a Type C screen which will be a combination of earth berms, trees and shrubs that screen for an electrical substation.

The Ankeny Comprehensive Plan indicates the subject area as office business park; therefore, the proposed amendment remains consistent with the Future Land Use Map.

The applicant submitted the required rezoning petitions for the subject property. Notification for the PUD amendment was mailed to all properties within 250' of the subject area, legal notice was posted in the Des Moines Register, and public notification signage was posted on the property.

### **Public Hearing**

The Plan and Zoning Commission held a public hearing for the PUD amendment on March 19, 2024. During the public hearing there was discussion regarding the projects from City Staff and the applicant's representatives. A complete recap of the discussions and questions can be found in the minutes from the meeting. Additionally, members of the commission raised the following questions and concerns:

#### **Would a proposed data center have a significant water need?**

A member of the commission asked if the operations of the anticipated data center would require a significant amount of water. A representative of the applicant stated that their water usage would be similar to a standard office due to their air-cooling system instead of a water-cooling system.

#### **Would Lot 3 in the Master Plan be another Data Center?**

Another question the commission asked was, what will be built on Lot 3. The applicant's representative stated that the specific development plan was unknown at this time other than it is not anticipated to be another data center.

### **Summary:**

Staff recommends that the Plan and Zoning Commission recommend City Council Approval of the request by Commerce Center, LLC, proposing an amendment to a portion of the Commerce Center PUD to add an alternate land use for a data center and electrical substation.

March 8, 2024

Honorable Mayor and City Council  
Plan and Zoning Commission  
City of Ankeny  
410 West 1st Street  
Ankeny, Iowa 50021

RE: I-80 COMMERCE CENTER PUD AMENDED  
PART OF THE NE ¼, NE ¼ OF SEC. 18, T79N, R23W  
S&A Project No. 124.0167.01

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

On behalf of Commerce Center, LLC, as owner and applicant, please find accompanying the revised PUD Master Plan, PUD Booklet and associated information for the above referenced project. These documents have been prepared in accordance with the City of Ankeny's standards and specifications. We respectfully request the City's review and approval of these documents. The plans illustrate a light industrial development located at the southwesterly corner of SE Four Mile Drive and SE 90<sup>th</sup> Street, north of Interstate 80 that is approximately 35.662 acres. We are requesting a modification to allow for a Data Center and electrical substation on the property that is currently zoned I-80 Commerce Center PUD.

As requested, we have addressed all items of the Tech Review through plan modification and discussions with Staff. Please find accompanying the following items:

- 6 copies of the PUD Booklet,
- 6 Full Size PUD Master Plan,
- 6 Half Size Rezoning Map, and
- Comment Response Letter addressing Staff Comments.

If there are additional questions or comments on this project, please contact me at your convenience. Thank you.

Sincerely,

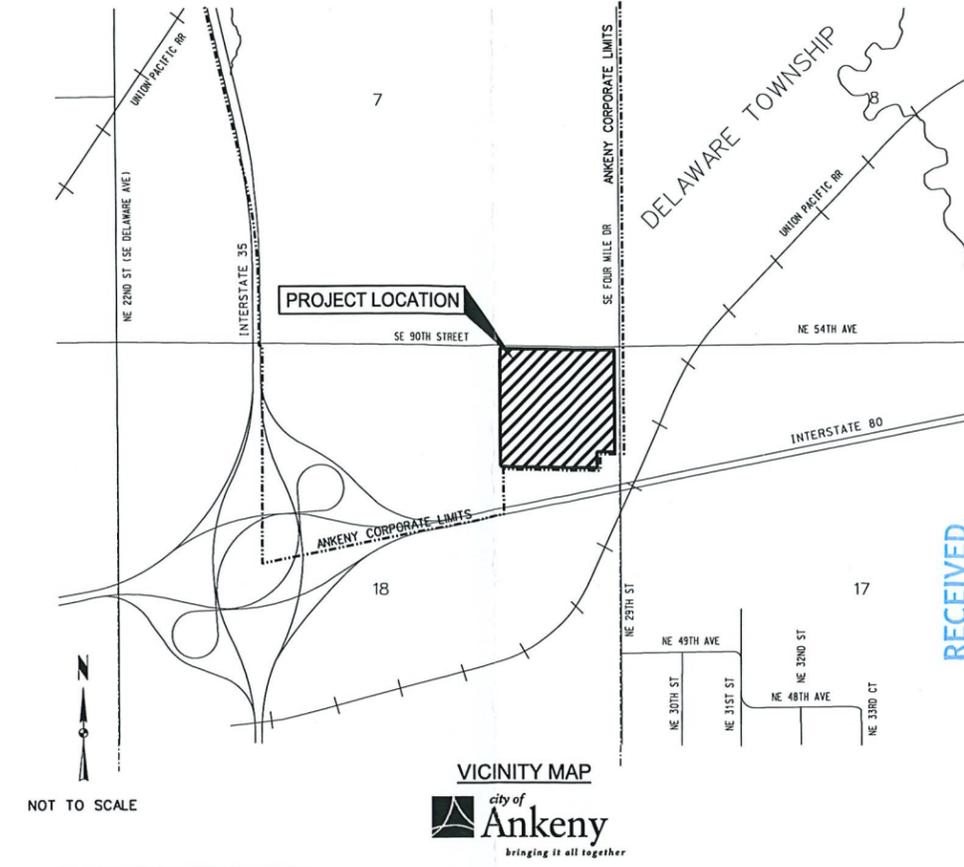
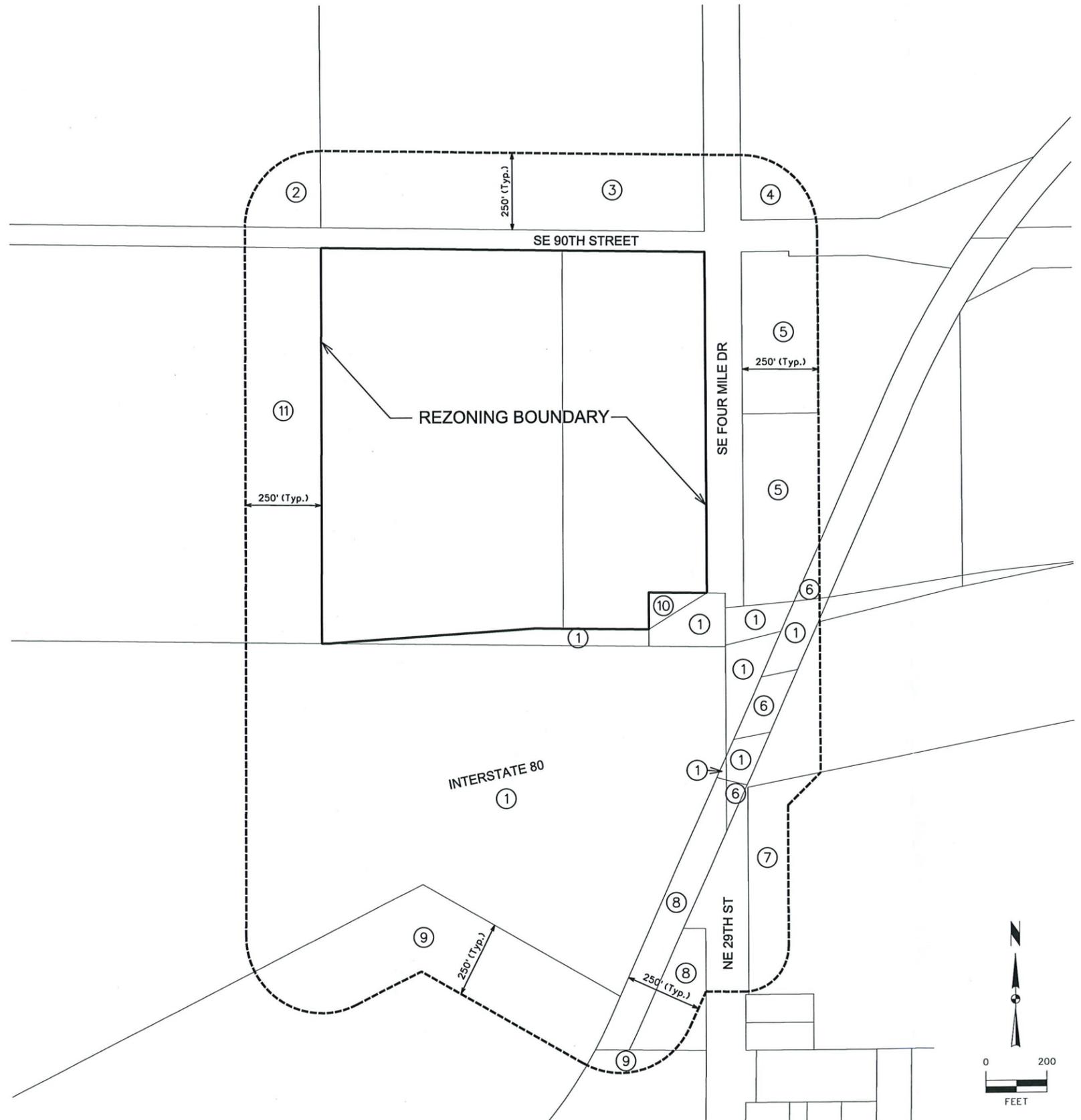
SNYDER & ASSOCIATES, INC.



Brent K. Culp

Enclosure

cc: Andy Hodges, Commerce Center, LLC (w/enclosure emailed)  
File (electronic)



**REZONING DESCRIPTION**  
 THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY IOWA.  
 EXCEPT ROADWAYS  
 AND  
 EXCEPT WARRANTY DEED FILED IN BOOK 17366, PAGE 842 OF THE POLK COUNTY RECORDER'S OFFICE.  
 AND  
 EXCEPT THE SOUTH 175 FEET OF THE EAST 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18.

**OWNER/DEVELOPER**  
 SIGNATURE REAL ESTATE  
 COMMERCE CENTER LLC  
 4701 121ST STREET  
 URBANDALE, IA 50323  
 CONTACT: DAVE HANSEN  
 PHONE: (515) 221-9990

**ZONING**  
 EXISTING: I-80 COMMERCE CENTER PUD  
 PROPOSED: I-80 COMMERCE CENTER PUD AMENDED

- ADJACENT PROPERTY OWNERS**
- |   |  |
|---|--|
| 1. STATE OF IOWA<br>800 LINCOLN WAY<br>AMES, IA 50010                                   | 6. POLK COUNTY CONSERVATION BOARD<br>11407 NW JESTER PARK DR<br>GRANGER, IA 50109        |
| 2. LEGACY HOUSBY LLC<br>1305 50TH ST<br>WEST DES MOINES, IA 50266                       | 7. GUNNER & DIANNA VIGNAROLI<br>5069 NE 29TH ST<br>DES MOINES, IA 50317                  |
| 3. SILVER LAND COMPANY LC.<br>6152 NE 46TH ST<br>ALTOONA IA 50009                       | 8. POLK COUNTY<br>5885 NE 14TH ST<br>DES MOINES, IA 50313                                |
| 4. LEGACY HOUSBY, LLC<br>4200 RIVER OAKS DR<br>DES MOINES, IA 50312                     | 9. GRAHAM WAREHOUSE 4 LP<br>505 5TH AVE STE 200<br>DES MOINES, IA 50309                  |
| 5. ROSE BROWN, JERIRENES & VICKI BROWN<br>4425 CAMERON SWING<br>PLEASANT HILL, IA 50327 | 10. SIGNATURE REAL ESTATE<br>COMMERCE CENTER LLC<br>4701 121ST ST<br>URBANDALE, IA 50323 |
|   | 11. DOT ROW DIVISION<br>800 LINCOLN WAY<br>AMES, IOWA 50010                              |

**ADJACENT OWNERSHIP AREAS**

OWNER	ACRES	PERCENTAGE OF OWNERSHIP	PERCENTAGE OF APPROVAL
1	3.10	X	0.00%
2	1.12	X	3.45%
3	7.23	X	22.24%
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6	0.64	X	0.00%
7	2.06	X	6.34%
8	3.34	X	0.00%
9	7.18	X	22.08%
10	0.26	X	0.80%
11	7.40	X	22.76%
<b>TOTAL</b>	<b>32.51</b>		<b>35.60% + 64.40% = 100.00%</b>

**ROLL CALL**  
 Plan & Zoning Commission  
 Ankeny, IA  
 Date: April 2, 2024  
 Ayes: 5 Nays: 0 Abstain: Absent  
 APPROVED  
 Chairperson: T. Rapp  
 Secretary: B. Dugan

**RECEIVED**  
 MAR 08 2024  
 CITY OF ANKENY  
 ANKENY, IOWA  
 I-80 COMMERCE CENTER PUD AMENDED  
 REZONING MAP  
 SNYDER & ASSOCIATES, INC.  
 2727 S.W. SNYDER BLVD.  
 ANKENY, IOWA 50023  
 515-964-2020 | www.snyder-associates.com

Project No: 124.0167.01  
 Sheet 1 of 1

MARK: \_\_\_\_\_ REVISION: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Engineer: J.L.H. Checked By: B.K.C. Scale: 1"= 200'  
 Technician: AWS Date: 02/16/24 Field Bk: \_\_\_\_\_ Pg: \_\_\_\_\_

Project No: 124.0167.01  
 Sheet 1 of 1

**SNYDER & ASSOCIATES**

# I-80 COMMERCE CENTER PUD

ANKENY, IOWA

*Developed by*

COMMERCE CENTER, LLC

AMENDED PUD PLAN

FEBRUARY 16, 2024

REVISED: APRIL 5, 2024

ROLL CALL			
Plan & Zoning Commission			
Ankeny, IA			
Date	April 2, 2024		
Ayes	5	Nays	0
Abstain	—	Absent	2
APPROVED			
T. Repp		Chairperson	
B. Ferguson		Secretary	



**SNYDER & ASSOCIATES**  
Engineers and Planners

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- Rezoning Application Form
- Petitions for Rezoning
- Rezoning Map

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- PUD Master Plan

## 3. BULK REGULATIONS

- Bulk Regulations
- Architectural Character
- Compatible Building Examples

## 4. SUPPORTING EVIDENCE

- Supporting Evidence Statement
- Vicinity Map and Rezoning Description
- Existing Topography/Drainage Areas
- FIRM Map
- Water Usage Calculations

# **1. REZONING AMENDMENT REQUEST**



March 8, 2024

Honorable Mayor and City Council  
Plan and Zoning Commission  
City of Ankeny  
410 West 1st Street  
Ankeny, Iowa 50021

RE: I-80 COMMERCE CENTER PUD AMENDED  
PART OF THE NE ¼, NE ¼ OF SEC. 18, T79N, R23W  
S&A Project No. 124.0167.01

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

On behalf of Commerce Center, LLC, as owner and applicant, please find accompanying the revised PUD Master Plan, PUD Booklet and associated information for the above referenced project. These documents have been prepared in accordance with the City of Ankeny's standards and specifications. We respectfully request the City's review and approval of these documents. The plans illustrate a light industrial development located at the southwesterly corner of SE Four Mile Drive and SE 90<sup>th</sup> Street, north of Interstate 80 that is approximately 35.662 acres. We are requesting a modification to allow for a Data Center and electrical substation on the property that is currently zoned I-80 Commerce Center PUD.

As requested, we have addressed all items of the Tech Review through plan modification and discussions with Staff. Please find accompanying the following items:

- 6 copies of the PUD Booklet,
- 6 Full Size PUD Master Plan,
- 6 Half Size Rezoning Map, and
- Comment Response Letter addressing Staff Comments.

If there are additional questions or comments on this project, please contact me at your convenience. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.



Brent K. Culp

Enclosure

cc: Andy Hodges, Commerce Center, LLC (w/enclosure emailed)  
File (electronic)



February 16, 2024

Honorable Mayor and City Council  
Plan and Zoning Commission  
City of Ankeny  
410 West 1st Street  
Ankeny, Iowa 50021

RE: I-80 COMMERCE CENTER PUD AMENDED  
PART OF THE NE ¼, NE ¼ OF SEC. 18, T79N, R23W  
S&A Project No. 124.0167.01

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

On behalf of Commerce Center, LLC, as owner and applicant, we respectfully submit the rezoning amendment request for their property located at the southwesterly corner of SE Four Mile Drive and SE 90<sup>th</sup> Street, north of Interstate 80.

With this amendment, we are requesting the rezoning of approximately 35.662 acres from the current zoning designation of I-80 Commerce Center PUD district to proposed zoning designation of I-80 Commerce Center PUD Amended. We are requesting this modification to allow for a Data Center and electrical substation on the property.

Attached are copies of the Rezoning Application form, Petitions for Rezoning, Rezoning Map, PUD Master Plan, and associated information. Please contact our office should you have any questions or require additional information. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

Brent K. Culp

Enclosure

cc: Andy Hodges, Commerce Center, LLC (w/enclosure emailed)  
File (electronic)

**Rezoning Application Form**

Property Location (street address and/or boundary description):

Southwesterly quadrant of the intersection of SE 90th Street and SE Four Mile Drive

Gross acreage of rezoning: 35.662 acres

Current property zoning: I-80 Commerce Center PUD

Proposed property zoning: I-80 Commerce Center PUD Amended

Conditions:

None

Is property within Ankeny's corporate limits  yes  no

Applicant/Contact Person:

Full Name: Andy Hodges Company: Commerce Center, LLC

Address: 4701 121st Street

City, State, Zip: Urbandale, Iowa 50323-2316

Office Phone: 515-221-9990 Cell Phone: \_\_\_\_\_

E-mail: Ahodges@SignatureRES.com

Property Owner:

Full Name: Same as Above Applicant Company: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Attorney

Full Name: \_\_\_\_\_ Firm Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Land Surveyor/Engineer: Snyder and Associates, Inc.

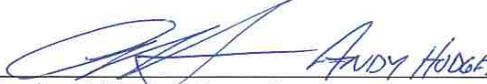
Address: 2727 SW Snyder Blvd.

City, State, Zip: Ankeny, Iowa 50023

Office Phone: 515-964-2020 Cell Phone: 515-669-1419

E-mail: bkculp@snyder-associates.com

I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Ankeny, and have submitted all the required information.

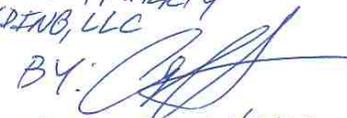
Signed by:  ANDY HODGES Date: 1-16-24  
(Applicant/Contact Person)

Note: No other signature may be substituted for the Property Owner's Signature

and: COMMERCE CENTER LLC Date: 1-16-24  
(Property Owner)

BY: SELECT PROPERTY HOLDINGS, LLC **\*\*Original signatures are required\*\***

City of Ankeny

BY:   
NAME: ANDY HODGES  
ITS: MANAGER

Page 3 of 6

PETITION FOR REZONING

TO: Honorable Mayor and City Council  
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

See Attached Exhibit 'A'

request that said real estate be rezoned from its present classification of PUD to PUD Amended for the purpose of allowing the following use(s):

Light Industrial, Data Center and Electrical Substation

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from PUD to Amended PUD.

**Parcel owner(s) signatures**

Commerce Center, LLC, Andy Hodges  
(owner name)

  
(Signature)

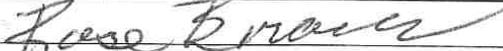
\_\_\_\_\_  
(owner name)

\_\_\_\_\_  
(Signature)

**Parcel owners within 250' of the above tract:**

Property Owner: Rose Brown

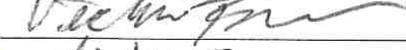
Address: 4425 Cameron Swing, Pleasant Hill, IA 50327

Signature:  Date: 2-16-24

Printed Name: Rose Brown Title: owner

Property Owner: Vicki Brown

Address: 4425 Cameron Swing, Pleasant Hill, IA 50327 2909 NE 54TH AVE, DES MOINES, IA

Signature:  Date: 2-16-24

Printed Name: Vicki Brown Title: owner

PETITION FOR REZONING

TO: Honorable Mayor and City Council  
Plan and Zoning Commission

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**Parcel owner(s) signatures**

Commerce Center, LLC, Andy Hodges  
(owner name) (Signature)

\_\_\_\_\_  
(owner name) (Signature)

**Parcel owners within 250' of the above tract:**

Property Owner: JERI RENES (BROWN)  
Address: 2969 NE 54TH AVE.  
Signature: Jeri Brown Date: 2-16-24  
Printed Name: Jeri Brown Title: Owner

Property Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

PETITION FOR REZONING

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Parcel owner(s) signatures

Commerce Center, LLC, Andy Hodges

(owner name)

(Signature)

(owner name)

(Signature)

Parcel owners within 250' of the above tract:

Property Owner: Graham Warehouse 4 LP

Address: 505 5th Ave. Ste. 200

Signature: [Signature]

Date: 1-24-24

Printed Name: Doug Den Adel

Title: President

Property Owner: \_\_\_\_\_

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

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

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

Printed Name: \_\_\_\_\_

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

PETITION FOR REZONING

TO: Honorable Mayor and City Council  
Plan and Zoning Commission

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**Parcel owner(s) signatures**

Commerce Center, LLC, Andy Hodges  
(owner name)

  
(Signature)

\_\_\_\_\_  
(owner name)

\_\_\_\_\_  
(Signature)

**Parcel owners within 250' of the above tract:**

Property Owner: Iowa Department of Transportation

Address: 1020 South 4th Street, Ames IA 50010

Signature: Shelby Ebel Digitally signed by Shelby Ebel  
Date: 2024.02.05 15:11:45 -06'00' Date: 02/05/24

Printed Name: Shelby Ebel Title: District 1 Planner

Property Owner: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

EXHIBIT 'A'

I-80 COMMERCE CENTER PUD AMENDED -REZONING DESCRIPTION

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY IOWA.

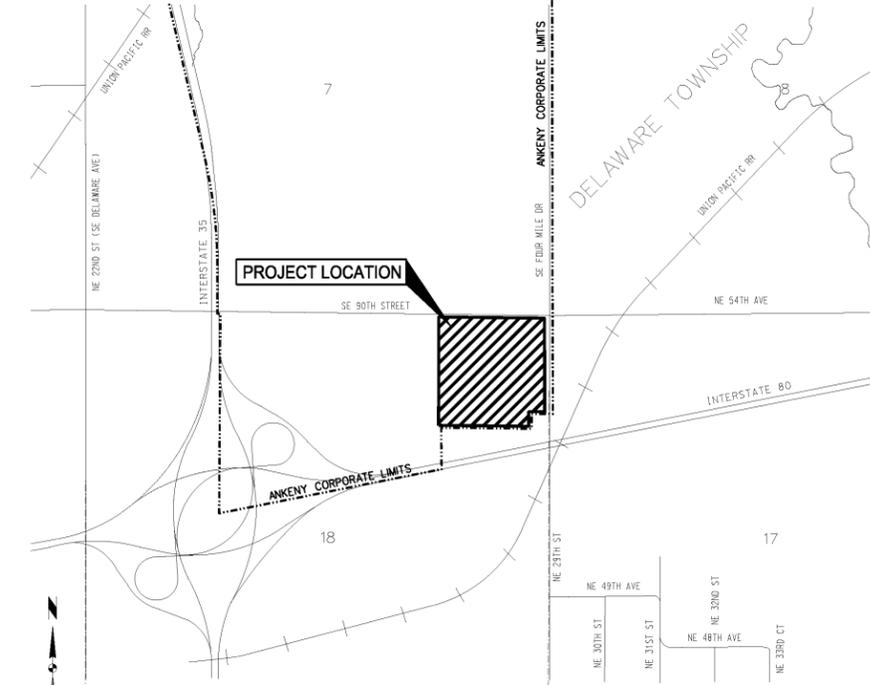
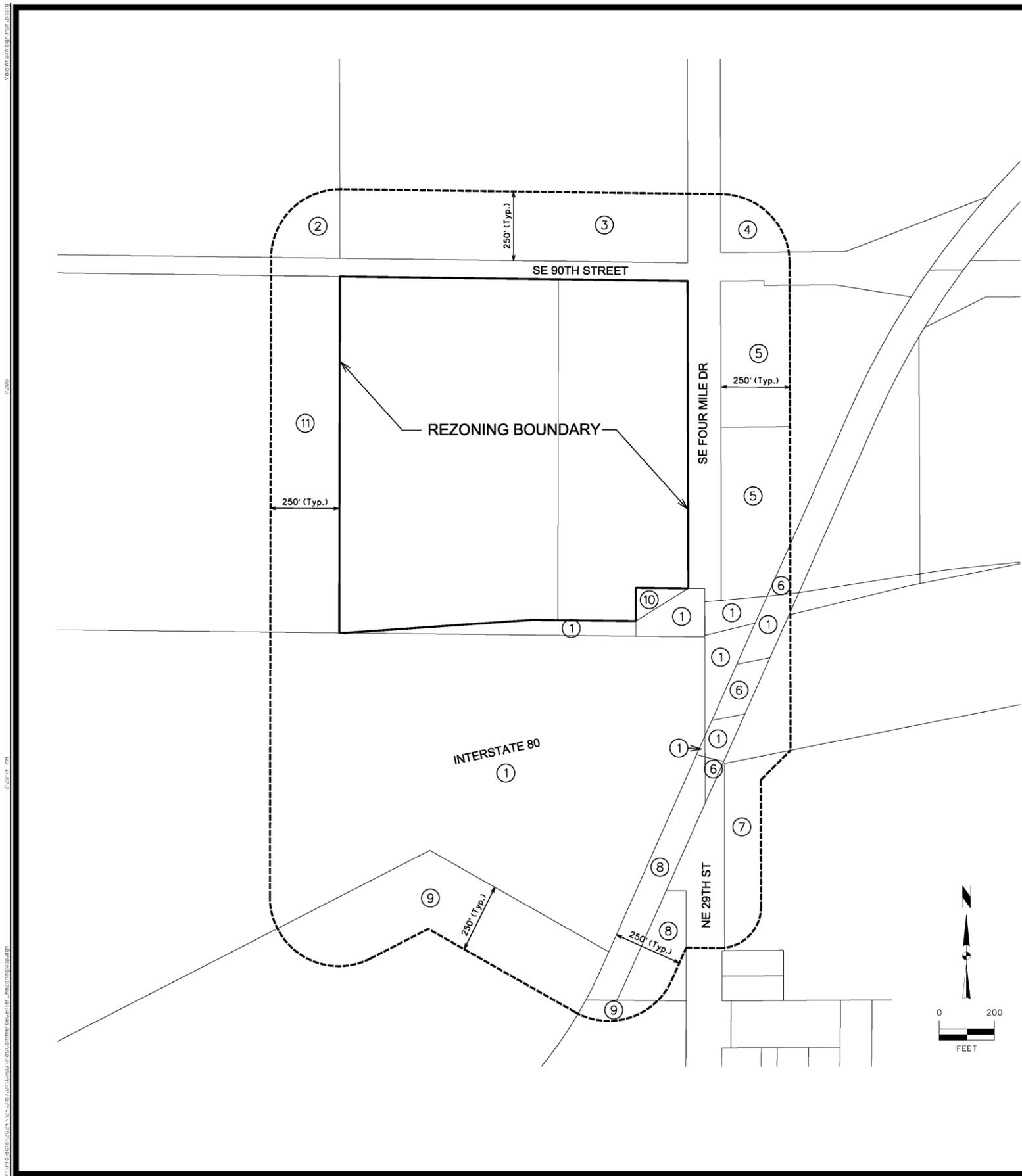
EXCEPT ROADWAYS

AND

EXCEPT WARRANTY DEED FILED IN BOOK 17366, PAGE 842 OF THE POLK COUNTY RECORDER'S OFFICE.

AND

EXCEPT THE SOUTH 175 FEET OF THE EAST 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18.



VICINITY MAP  
 city of Ankeny  
 bringing it all together

**REZONING DESCRIPTION**

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 AND  
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 EXCEPT THE SOUTH 175 FEET OF THE EAST 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18.

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 SIGNATURE REAL ESTATE  
 COMMERCE CENTER LLC  
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 URbandALE, IA 50323  
 CONTACT: DAVE HANSEN  
 PHONE: (515) 221-9990

**ZONING**  
 EXISTING: I-80 COMMERCE CENTER PUD  
 PROPOSED: I-80 COMMERCE CENTER PUD AMENDED

**ADJACENT PROPERTY OWNERS**

- |  |  |
|--|--|
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| 2. LEGACY HOUSBY LLC<br>1305 50TH ST<br>WEST DES MOINES, IA 50266                        | 7. GUNNER & DIANNA VIGNAROLI<br>5069 NE 29TH ST<br>DES MOINES, IA 50317                  |
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11	7.40	X 22.76%	
<b>TOTAL</b>	<b>32.51</b>	<b>35.60% +</b>	<b>64.40% = 100.00%</b>

MARK	REVISION	DATE	BY

Engineer: J.L.H.	Checked By: B.K.C.	Scale: 1" = 200'
Technician: A.W.S.	Date: 02/16/24	Field Bk: Pg:

Project No: 124.0167.01 Sheet 1 of 1

**I-80 COMMERCE CENTER PUD AMENDED**  
 ANKENY, IOWA  
 REZONING MAP  
**SNYDER & ASSOCIATES, INC.**  
 2727 S.W. SNYDER BLVD.  
 ANKENY, IOWA 50023  
 515-964-2020 | www.snyder-associates.com

Project No: 124.0167.01  
 Sheet 1 of 1

## **2. PUD PLAN EXHIBIT**





### **3. BULK REGULATIONS**

# I-80 COMMERCE CENTER PUD BULK REGULATIONS

## Allowable Land Uses

- The provisions of Chapter 192.12, M-1 Light Industrial District Regulations, City of Ankeny Municipal Zoning Code are incorporated as the basis for zoning where listed as follows.
- The following uses shall be allowed in the I-80 Commerce Center PUD District:

The following M-1: LIGHT INDUSTRIAL DISTRICT uses will be allowed:

Chapter 192.12.1.

- A. Any use permitted in the M-3 District.
- B. Any use permitted in the C-2 District, except that no ~~new~~ residential or multiple dwelling shall be permitted, ~~unless accessory to a permitted principal use.~~
- C. Automobile assembly.
- D. Bag, carpet, and rug cleaning, provided necessary equipment is installed and operated for the effective precipitation or recovery of dust.
- E. Bakeries.
- F. Welding or other metal-working shops.
- G. Contractor's equipment storage yard or plant, or rental of equipment commonly used by contractors, storage and sale of livestock feed (provided dust is effectively controlled), and storage yards for vehicles of a delivery or draying service.
- H. Carting, express hauling or storage yards.
- ~~I. Circus, carnival or similar transient enterprise; provided, such structures or buildings shall be at least 200 feet from any R district.~~
- ~~J. Coal yard, coke yard or wood yard.~~
- K. Concrete mixing, concrete products manufacture.
- L. Cooperage works.
- M. Creamery, bottling works, ice cream manufacturing (wholesale), ice manufacturing and cold storage plant.
- ~~N. Enameling, lacquering or japanning.~~

- ~~O. Foundry casting lightweight nonferrous metals or electric foundry not causing noxious fumes or odors.~~
- P. Experimental, film or testing laboratories.
- ~~Q. Livery stable or riding academy.~~
- R. Machine shop.
- S. Manufacture of musical instruments and novelties.
- T. Manufacture of pottery or other ceramic products, using only previously pulverized clay.
- U. Manufacture or assembly of electrical appliances, instruments, and devices.
- V. Manufacture and repair of electric signs, advertising structures, and sheet metal products, including heating and ventilating equipment.
- W. Milk distributing station other than a retail business conducted on the premises.
- X. Sawmill and planing mill, including manufacture of wood products not involving chemical treatment.
- Y. The manufacturing, compounding, processing, packaging or treatment of cosmetics, pharmaceuticals and food products, ~~except fish~~ and meat products, cereals, sauerkraut, vinegar, yeast, stock feed, flour; and the rendering or refining of fats and oils.
- Z. The manufacturing, compounding, assembling or treatment of articles or merchandise from previously prepared materials ~~such as bone, cloth, cork, fiber, leather, paper, plastics, metals or stones, tobacco, wax, yarns and wood.~~
- AA. Automobile body or fender repair shop, but not including automobile wrecking or used parts yards.
- BB. Lumberyards and building materials sales yards.
- ~~CC. Vulcanizing, retreading and recapping of tires.~~
- DD. Truck rental establishments.
- EE. Warehousing and storage, retail or wholesale.
- FF. Data Center including exterior support equipment.
- GG. Electrical Substation.

- Area and Size regulations shall be as follows:

Lot Area:	No Minimum
Lot Width:	No Minimum
Front Yard:	50 Feet
Side Yard:	No Minimum, 50 Feet when adjacent Residential
Rear Yard:	40 Feet, where a railroad right-of-way line lies immediately adjacent to the rear of the lot, the rear yard requirement does not apply.
Max. Height:	75 Feet
Max. Stories:	5 Stories

- Off-street parking and loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 194.01 of the Zoning Ordinance; except for Data Centers, the gross floor area devoted to data hall and ancillary operations require no parking spaces.
- Trailer parking areas along SE Four Mile Drive and SE 90<sup>th</sup> Street shall be screened from public rights-of-way by a combination of landscaping and earthen berms. These berms shall be a minimum of thirty (30) inches above the existing grade at the rights-of-way and be planted with trees and shrubs.
- Site lighting will be addressed by 25'-50' tall pole mounted lights and/or building mounted flood lights. Light fixtures will be oriented on-site such that they direct light downward and keep light from encroaching onto the adjacent rights-of-way or any neighboring property. The Data Center will use a Lithonia Lighting model or similar equal with night sky compliance.



### RSX2 LED Area Luminaire



Catalog Number	
Notes	
Type	

Hit the tab by your mouse over the page to see all interactive elements.

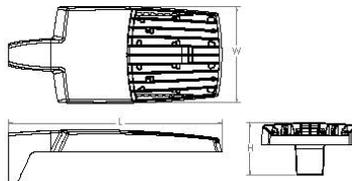
#### Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX2 delivers 11,000 to 31,000 lumens allowing it to replace 250W to 1000W HID luminaires.

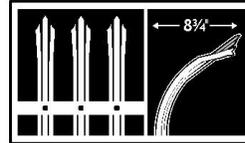
The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor and an adjustable integral slip-fitter are also available.

#### Specifications

EPA (ft <sup>2</sup> @0°):	0.69 ft <sup>2</sup> (0.06 m <sup>2</sup> )
Length:	29.3" (74.4 cm) (SPA mount)
Width:	13.4" (34.0 cm)
Height:	3.0" (7.6 cm) Main Body 7.2" (18.3 cm) Arm
Weight (max):	33.0 lbs (15.0 kg)



- Site fencing consisting of up to 8-foot height chain link fence or its equivalent will be permitted. Barbed wire will not be permitted. The security fence used on the Data Center site is the Ameristar Impasse II -Gauntlet fence or similar equal.



**GAUNTLET™**

Gauntlet is designed with *high-tensile steel corrugated pales that rise above the topmost rail with an outward curve* and terminate with a triple-pointed splayed spear tip. The outward curved pales *discourage attempts to gain access* by would be intruders.

3-RAIL PANELS | 7', 8', 9' & 10' HEIGHTS

2-RAIL PANELS | 7' & 8' HEIGHTS

- The Data Center will include a critical equipment yard located immediately adjacent to the building and will contain such items as generators, transformers, chillers, etc. Screening walls will be installed to limit views and further secure the critical equipment yard. The screening walls will be constructed to a height required to screen the equipment contained within. The screening wall will contain louvers or openings for adequate air flow and may share similar features with the building.

# **I-80 COMMERCE CENTER PUD ARCHITECTURAL CHARACTER**

## **LIGHT INDUSTRIAL USE**

Typical elevations and pictures of buildings with similar architectural character illustrating the proposed buildings are attached. The buildings will be constructed of painted, concrete, pre-cast, tilt-up wall sections, painted in earthtone colors with colors and texture highlighting the architectural character of the buildings. Select door entrances will be set-off out from the wall plane with protruding panel sections emphasizing the entrances providing the opportunity for shadowing effects with the different wall planes. Tinted glass glazing will be used at store front locations.

## **DATA CENTER USE**

Typical elevations and pictures of buildings with similar architectural characteristics of the proposed building are attached. The buildings will be constructed as a steel-framed structure with pre-cast concrete and/or metal panels or tilt-up wall sections. The building will feature a neutral baseline color package with selected highlighted areas of Cerulean Blue, which is the main accent color. The Cerulean blue will appear on the administration portion of the building and possibly on some elements of the main data hall. The data center will be broken up into distinct architectural elements according to their internal function, breaking up the massing of the building, emphasizing the entrance, and creating visual interest. Tinted glass and store front will be incorporated into the administration building to highlight the entrance. Data halls will have a concrete or metal panel façade to accommodate security requirements. The data halls may house roof top equipment which will be screened from view by parapet or louvered walls. Critical equipment yards, housing equipment such as generators, will be located adjacent to the building. The critical equipment yards will be surrounded by concrete, louvered, or similar walls of an adequate height to completely screen the equipment from view.

# COMPATIBLE BUILDING EXAMPLES



Compatible Industrial Building Examples



Compatible Industrial Building Examples



Compatible Industrial Building Examples



Compatible Industrial Building Examples



Compatible Data Center Building Examples



Compatible Data Center Building Examples



Data Center and Electrical Substation Aerial Exhibits

## 4. SUPPORTING EVIDENCE

# **I-80 COMMERCE CENTER PUD SUPPORTING EVIDENCE STATEMENT**

## **STORM WATER MANAGEMENT**

The proposed development location generally drains east-northeast. Storm water enters both SE 90<sup>th</sup> Street and SE Four Mile Drive roadway ditches and drains to a 42-inch storm sewer that passes under SE 90<sup>th</sup> Street and eventually discharges into the right-of-way ditch along SE Four Mile Drive and drains north to a 84-inch culver under SE Four Mile Drive.

Currently, the conceptual plans for the proposed development include light industrial building(s), a Data Center, and electrical substation. Runoff from each location will be handled individually or conveyed to shared detention basin(s). Storm water runoff will be detained in the shared basin and be released at a rate equal to or less than the 5-yr pre-developed release rate, while also maintaining the required water quality volume. The storm sewers within this development are to be private systems owned and maintained by the individual lot owners.

Four Mile Creek to the east is a FEMA regulated channel. According to the mapping, the 100-year floodplain does not appear to extend to the eastern edge of the development. (See the attached drainage map and FIRM map.)

## **SANITARY SEWER**

The existing 15-inch sanitary sewer is located approximately 1000-feet north of the intersection of SE Four Mile Drive and SE 90<sup>th</sup> Street on the west side of SE Four Mile Drive. A proposed 12-inch sanitary sewer will extend south to the intersection. A proposed 8-inch sanitary sewer will extend west along the south side of SE 90<sup>th</sup> Street and another south along the west side of SE Four Mile Drive. A minimum 6-inch service will be provided to each building from the proposed 8-inch main.

## **WATER MAIN**

The proposed 12-inch water main will be extended along the north side of SE 90<sup>th</sup> Street and the east side of SE Four Mile Drive from the intersection of SE Four Mile and SE 90<sup>th</sup> Street. Service to the proposed development will connect into these public water mains. All new water mains in the rights-of-way will be public improvements and will provide water and fire protection for the lots within the development.

## PRIVATE DRIVES

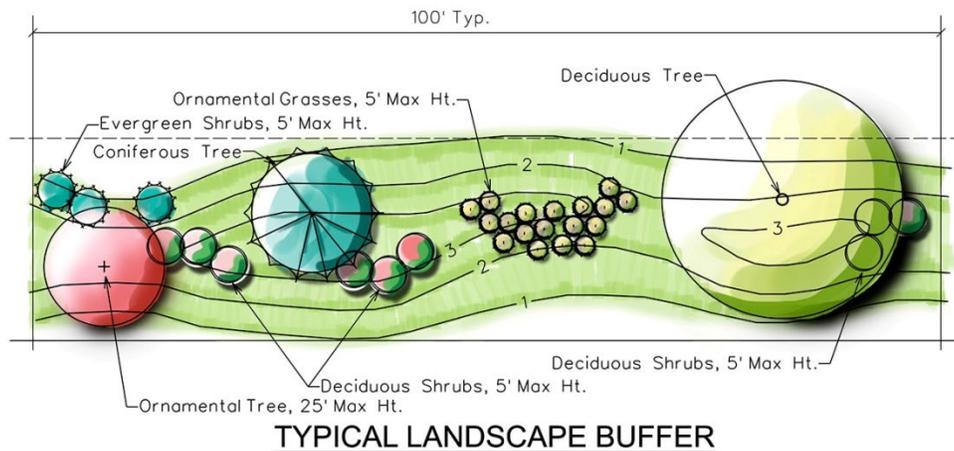
There are no public streets proposed within the development. One full access entering/exiting SE Four Mile Drive is planned near the SE corner of the development. Two full access drives entering/exiting SE 90<sup>th</sup> Street are planned on the north side the development. A utility access drive is anticipated into the electrical substation off of SE 90<sup>th</sup> Street. Drives within the development are planned to be private.

The individual lot owners at time of lot development shall be responsible for their respective site traffic study, as well as public traffic improvements required from the City approved traffic study at the time of site development. The traffic study scope shall be reviewed with the City Traffic Engineering Manager prior to any traffic study submittal to the City.

## SCREENING, OPEN SPACE AND LANDSCAPING

Proposed screening will meet the requirements of Chapter 194: Parking, Loading and Screening as well as the open space, landscaping and parking lot shading requirement of the Ankeny Zoning Ordinance.

A Type 'B' Screen will be provided along the north side and east side of the property, adjacent to the street right-of-way. This will be installed during site development of the individual lot(s). Below is an example of the typical landscape buffer that would be required along this length of property boundary. In locations where a berm will block or impede drainage, a 4-foot high opaque fence may be allowed to pass drainage beneath.



The electrical substation shall be screened from adjacent public right-of-way with a combination of landscaping and earth berms. The earth berms shall be a minimum height of six (6) feet above the existing grade at the right-of-way and planted with trees and scrubs to create a Type 'C' screen. The west property line of the electrical substation shall be lined with a row of evergreen trees placed 20-feet on center.

## FRANCHISE UTILITIES

If not currently available, the gas main will be located in a gas easement and service will be extended to the proposed development. The electric, telephone, and cable television utilities are proposed along the development frontage within public utility easements.

## SIGNAGE

All proposed signs will conform to the current City of Ankeny sign requirements, in accordance with the provisions of Chapter 195 of the Zoning Ordinance; except as follows:

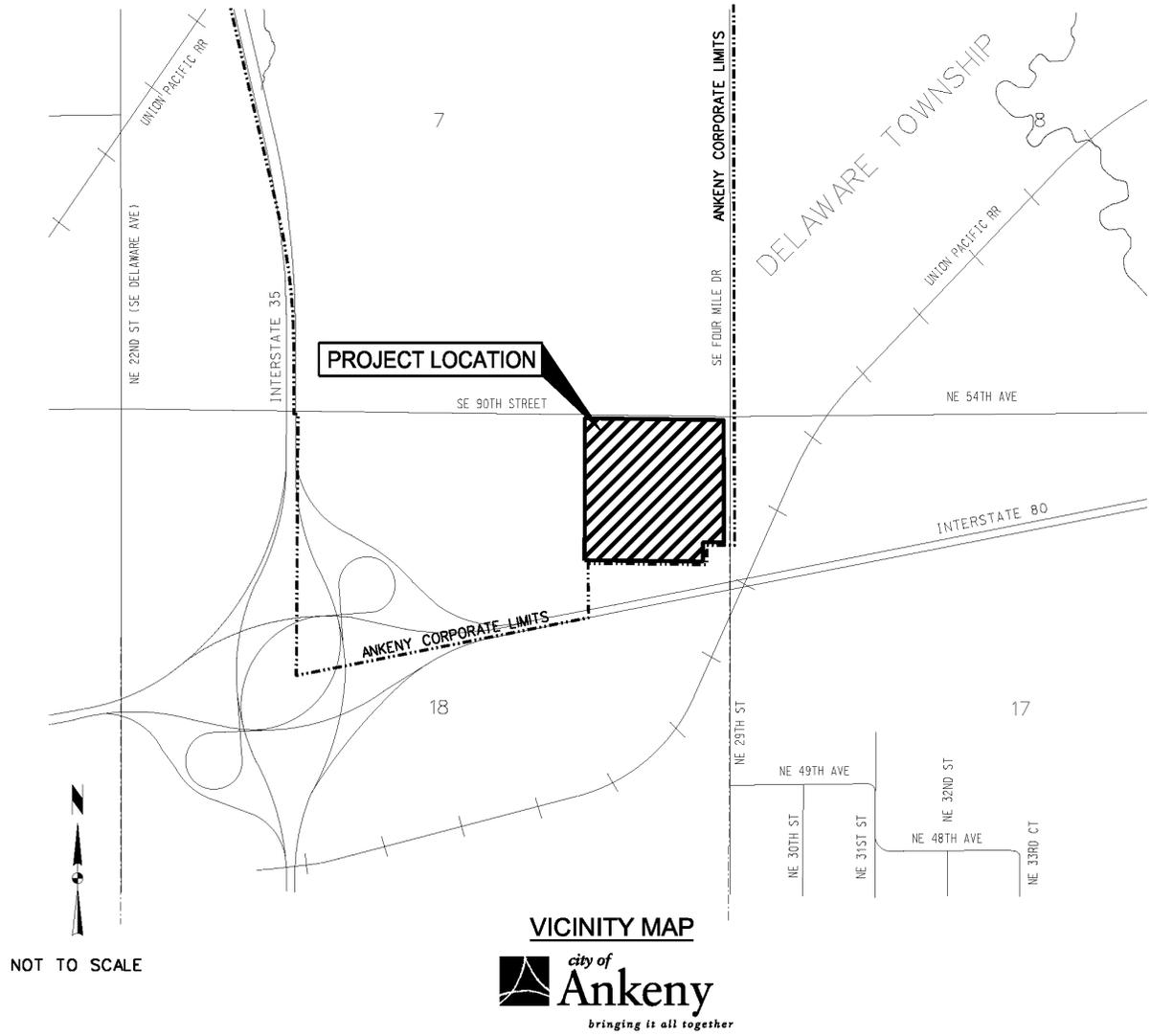
Multi-tenant signage for I-80 Commerce Center Light Industrial shall be allowed as follows:

- 1.0 sq. ft./lin. ft. of tenant public street frontage for buildings set back up to 40 ft. with a maximum size not to exceed 150 sq. ft.,
- 1.5 sq. ft./lin. ft. of tenant public street frontage for buildings set back 41 to 100 ft. with a maximum size not to exceed 150 sq. ft., or
- 2 sq. ft./lin. ft. of tenant public street frontage for buildings set back greater than 100 ft. or abutting I-80 right-of-way with a maximum size not to exceed 150 sq. ft.

In the case that a tenant has frontage along more than one (1) public street, the total sign area shall be calculated off of no more than two (2) public street frontages, up to a maximum of three hundred (300) square feet.

The number of allowable signs per tenant/business is not limited so long as the signage square footage stays under the allowable maximum and where such signage may be installed along either the tenant's Interstate 80 or other public street frontages (or the side walls for the end caps only).

# VICINITY MAP AND REZONING DESCRIPTION



**I-80 COMMERCE CENTER PUD**

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY IOWA.

EXCEPT ROADWAYS

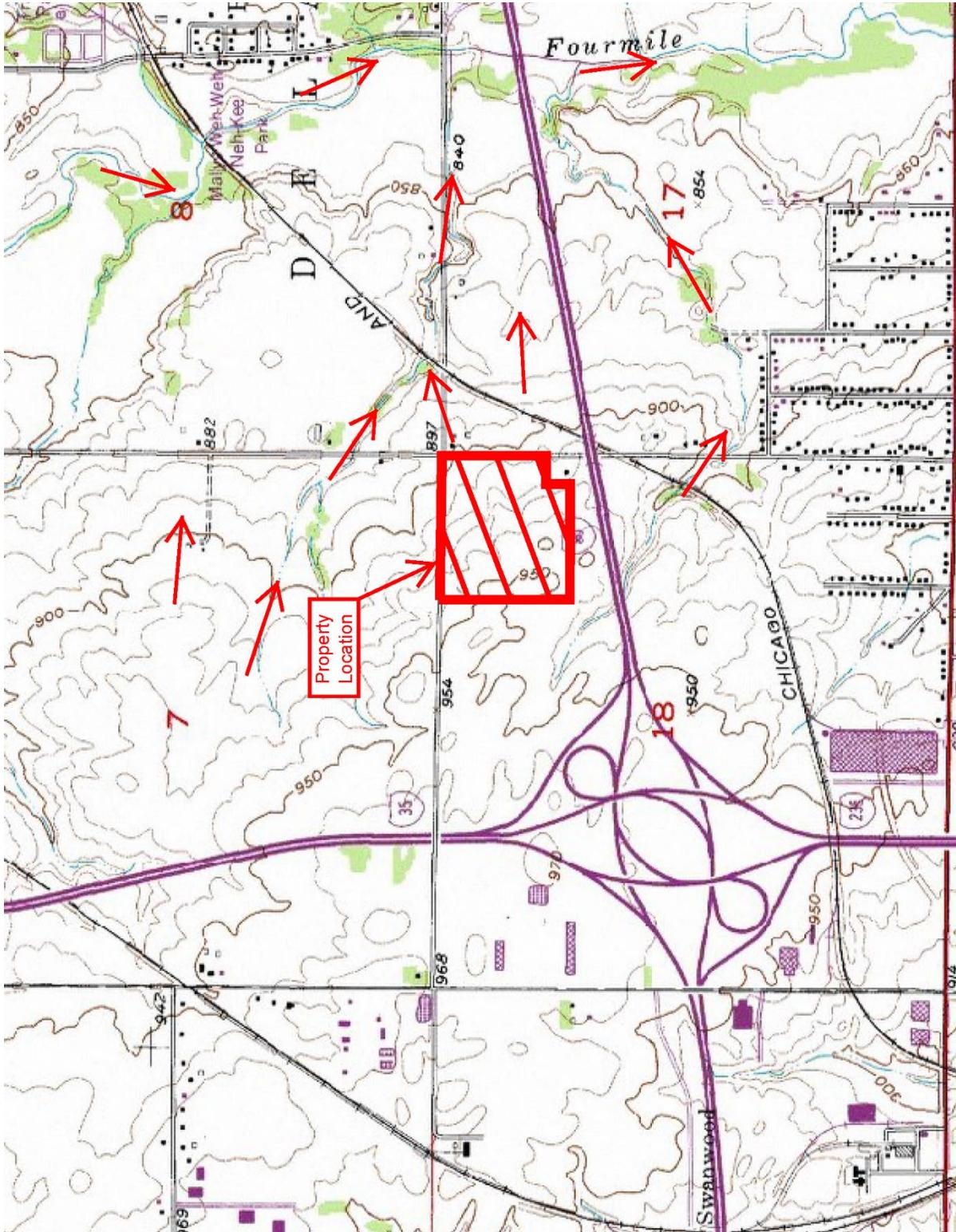
AND

EXCEPT WARRANTY DEED FILED IN BOOK 17366, PAGE 842 OF THE POLK COUNTY RECORDER'S OFFICE.

AND

EXCEPT THE SOUTH 175 FEET OF THE EAST 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18.

# EXISTING TOPOGRAGHY / DRAINAGE AREAS



# FIRM MAP



**Map Projection:**  
 NAD 1983 StatePlane Iowa South FIPS 1402 Feet;  
 Western Hemisphere; Vertical Datum: NAVD 88

**1 inch = 1,000 feet**

**NATIONAL FLOOD INSURANCE PROGRAM**  
 FLOOD INSURANCE RATE MAP



**POLK COUNTY, IOWA**  
 AND INCORPORATED AREAS  
 PANEL 215 OF 555

Panel Contains:

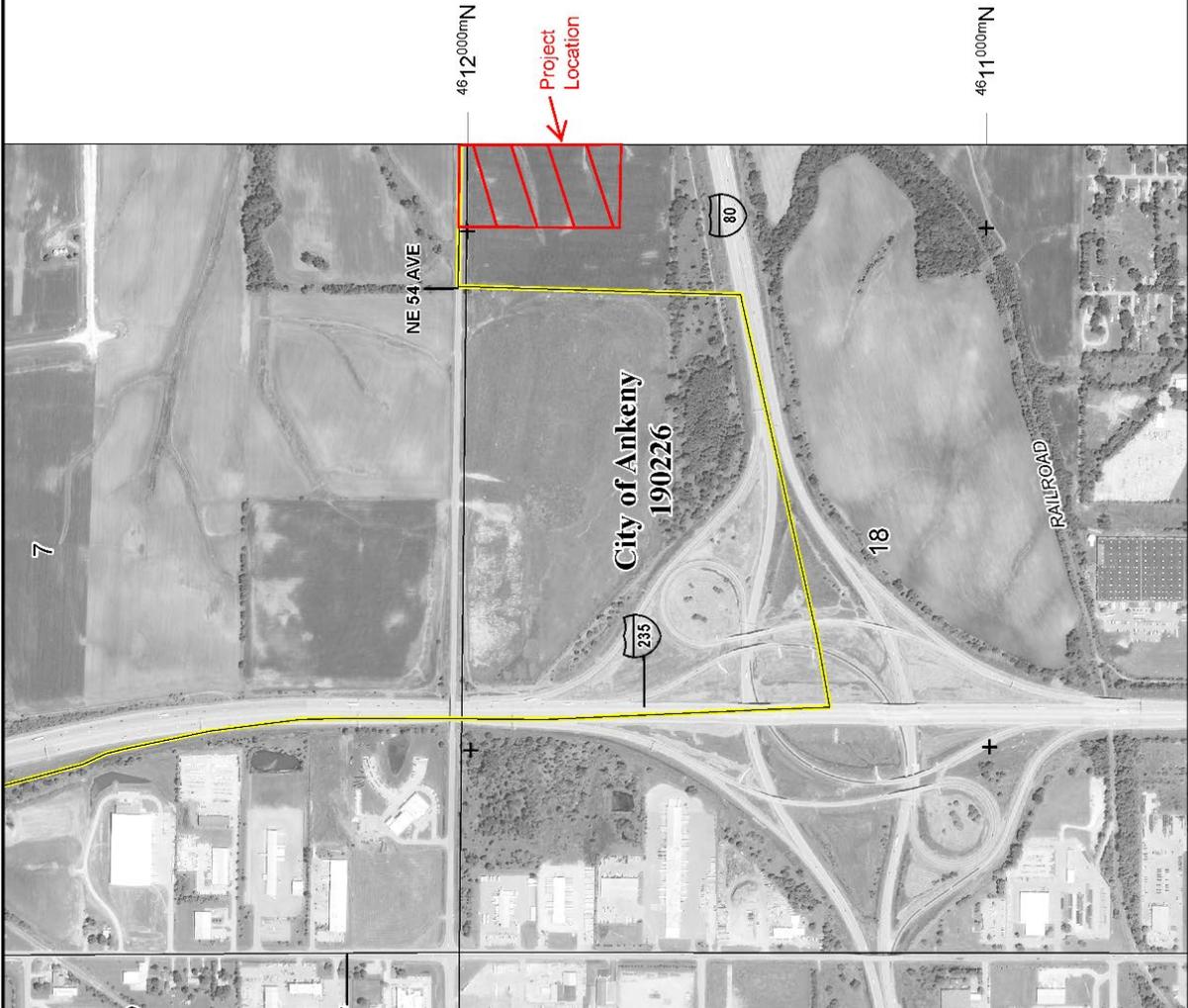
COMMUNITY	NUMBER	PANEL	SUFFIX
ANKENY, CITY OF	190226	0215	F
BES MOINES, CITY OF	190227	0215	F
POLK COUNTY	190901	0215	F

VERSION NUMBER  
 2.2.2.1

MAP NUMBER  
 19153C0215F

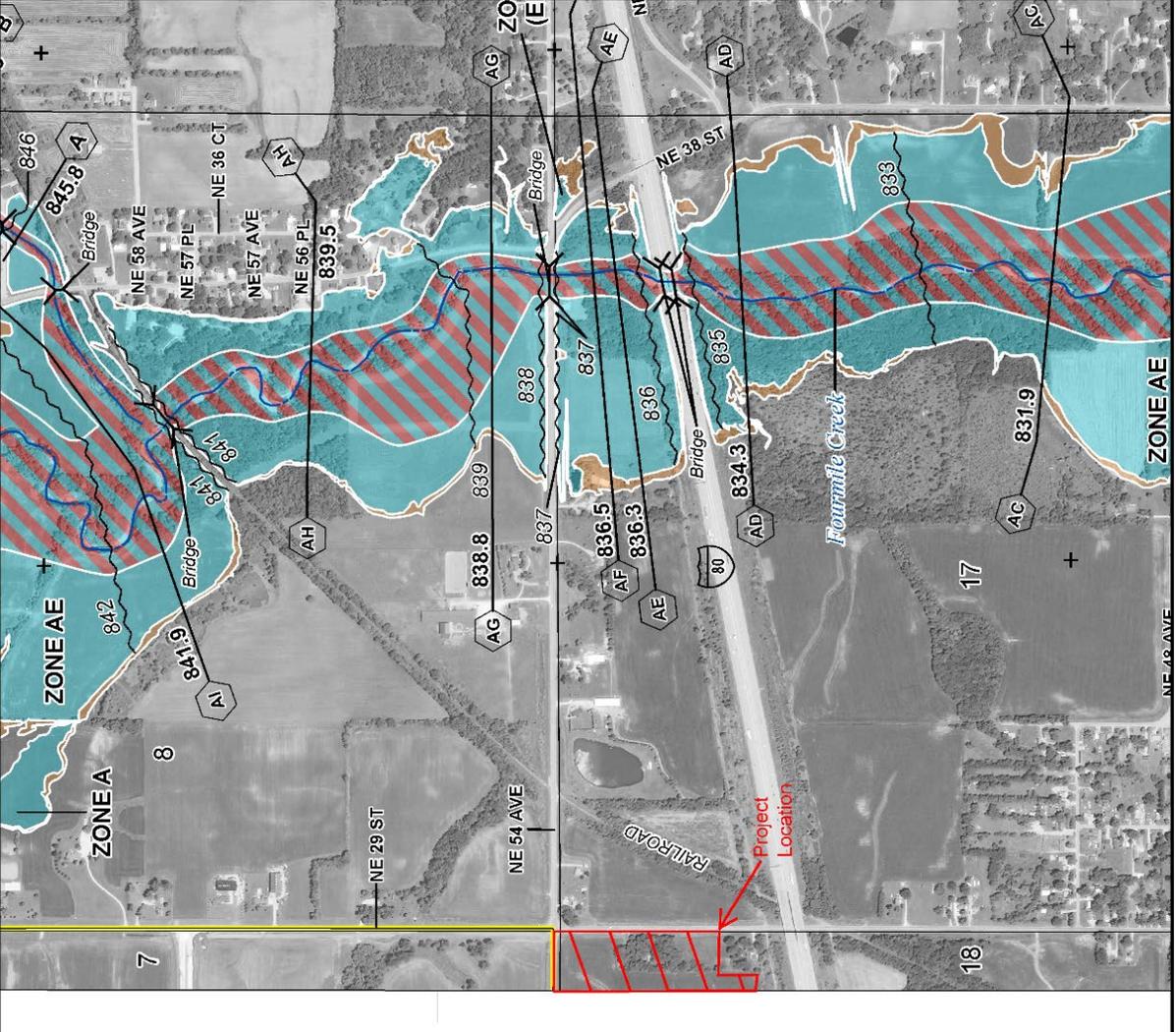
EFFECTIVE DATE  
 FEBRUARY 1, 2019

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest, product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)



**Map Projection:**  
 NAD 1983 StatePlane Iowa South FIPS 1402 Feet;  
 Western Hemisphere; Vertical Datum: NAVD 88

**1 inch = 1,000 feet**



**NATIONAL FLOOD INSURANCE PROGRAM**  
 FLOOD INSURANCE RATE MAP



**POLK COUNTY, IOWA**  
 UNINCORPORATED AREAS  
 PANEL 220 of 555

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
ALTOONA, CITY OF	190546	0220	F
ANKENY, CITY OF	190226	0220	F
DES MOINES, CITY OF	190227	0220	F
POLK COUNTY	190901	0220	F

VERSION NUMBER  
 2.2.2.1  
 MAP NUMBER  
 19153C0220F  
 EFFECTIVE DATE  
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# **WATER USAGE CALCULATIONS**

NAME: I-80 Commerce Center PUD Amended

Commerce Center, LLC

SUBJECT: Water Usage Calculations

NO. 124.0167.01

DATE 03/08/24

BY CDD

PAGE 1 OF 1

**Sanitary Sewer**

35.662 Ac of Light Industrial Development

Per SUDAS Regulations:

For Industrial use 5,000 GPD/Ac (Includes Peaking Factor)

Peak Flow: 35.662 Ac \* 5,000 = 178,310 GPD  
= 0.178 MGD  
Change to CFS (MGD/0.646) = 0.276 CFS

8" Main @ 2/3 Full, Factor = 0.79, Therefore  
Full Flow = 0.276/0.79 = 0.35 CFS

Full Flow = 0.35 CFS, Determine Minimum Slope For 8" Main:

$$Q = (1.486/n) * A * R^{2/3} * S^{1/2}, \text{ where } n=0.013 \quad A= 0.34907 \text{ SF}$$

$$0.35 \text{ CFS} = 12.127 * S^{1/2} \quad R= 0.167 \text{ FT}$$

S = 0.08 %  
Iowa DNR minimum slope = 0.40 %, Therefore Ok  
City of Ankeny min. slope = 0.60%, Therefore Ok

The existing 15-inch sanitary sewer is located approximately 1,000-feet north of the intersection of SE Four Mile Drive and SE 90<sup>th</sup> Street on the west side of SE Four Mile Drive. A proposed 12-inch sanitary sewer will extend south to the intersection. A proposed 8-inch sanitary sewer will extend west along the south side of SE 90<sup>th</sup> Street. The 6" sanitary sewer services will be routed to each building within the development from 8" Sanitary Main constructed along SE 90<sup>th</sup> Street. 6" pipe slope should be a minimum of 1% (2% Preferred).

**Water Main**

The proposed 12" water main will be extended along the north side of SE 90<sup>th</sup> Street and an 8" water main will be extended along the east side of SE Four Mile Drive from the intersection with SE Four Mile Drive. Service to the proposed development will connect to the proposed 12-inch water main. All new water mains will be public improvements and provide water and fire protection for the interior lots of the development.

## D. Density Table

Table 3B-1.01: Minimum Values

Land Use	Area Density	Unit Density	Rate
Low Density (Single Family) Residential	10 people / AC	3 people / unit	100 gpcd*
Medium Density (Multi-Family) Residential	15 people / AC 6.0 people / duplex	3 people / unit	100 gpcd*
High Density (Multi-Family) Residential	30 people / AC	2.5 people / unit	100 gpcd*
Office and Institutional	5,000 gpd / AC (IDNR)	Special Design Density	N/A
Commercial and Light Industrial	5,000 gpd/AC (IDNR)	Special Design Density	N/A
Industrial	10,000 gpd/AC (IDNR)	Special Design Density	N/A

\* Iowa Department of Natural Resources (DNR) - Dry Weather Flow - One hundred gallons per capita per day (gpcd) should be used in design calculations as the minimum average dry weather flow. This 100 gpcd value may, with adequate justification, include maximum allowable infiltration for proposed sewer lines.

The area densities listed include the peaking factor.

Note: If the Project Engineer uses values different from the above table, approval by the Jurisdictional Engineer is required.

## E. Special Design Densities

Special design densities should be based on specific flow measurements or known flow rates and are subject to approval by the Jurisdiction Engineer based on methodology provided by the Project Engineer prior to submittal to the Iowa DNR.



N



1 inch = 944 feet

Date: 3/5/2024

# I-80 Commerce Center PUD Amendment Aerial Map



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:  
Public Hearing

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LEGAL:

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SUBJECT:

PH 2024-29: Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Berwick Holdings, LLC, from the current R-1, One Family Residence District to PUD, Planned Unit Development.

---

EXECUTIVE SUMMARY:

The area subject to the proposed rezoning consists of two parcels totaling approximately 103.98 acres (+/- ) located east of NE Berwick Drive and south of SE Oralabor Road. The parcels subject to the rezoning are currently zoned R-1, One Family Residence District. Property to the west is zoned R-1 and property to the north, east, and south is not currently in the City of Ankeny, it is however zoned for residential use. The Ankeny Plan 2040 Comprehensive plan, *Figure 12.10, Future Land Use Map* identifies the project area as being suitable for Low Density Residential.

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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):

The Plan and Zoning Commission recommended City Council approval at their meeting on April 2, 2024.

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PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

The Plan and Zoning Commission held a public hearing at their meeting on March 19, 2024.

---

ACTION REQUESTED:

**Action:** <span>Consider motion&nbsp;to close Public Hearing 2024-29.</span>

---

ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
<a href="#">PH Coversheet</a>
<a href="#">Ordinance</a>
<a href="#">P &amp; Z Commission Minutes</a>
<a href="#">Staff Report</a>
<a href="#">Applicant Letter</a>
<a href="#">Rezoning Exhibit</a>
<a href="#">PUD Manual</a>
<a href="#">Aerial Map</a>



**PUBLIC HEARING 2024-29**

**5:30 P.M.**

**MAY 6, 2023**

**PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY BERWICK HOLDINGS, LLC**

---

**Mayor:**

This is the time and place for a public hearing on the matter of the proposed Ordinance 2168 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Berwick Holdings, LLC.

FROM: its current R-1, One-Family Residence District

TO: PUD, Planned Unit Development

**Layman’s Description** – approximately 103.98 acres (+/-) located south of SE Oralabor Road/NE 78<sup>th</sup> Avenue, east of NE Berwick Drive and north of NE 70<sup>th</sup> Avenue.

Notice of this hearing was published in the Des Moines Register on the 26<sup>th</sup> day of April, 2024 and notices were mailed to affected property owners as required by law.

**Mayor:**

“Has any written correspondence been received for this hearing”?

**City Clerk:**

None in the clerk’s office.

**Mayor:**

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

After Report:

“Because this is a Public Hearing those wishing to be heard for or against the proposed rezoning, please either approach the podium, or if you are attending electronically, raise your electronic hand, or press star 9 (\*9). When you are called upon, 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 2024-29.

**Mayor**

“Further consideration and action will take place on this item under “Legislative Business”, Agenda Item “H”, later in this meeting.

## ORDINANCE

### AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY BERWICK HOLDINGS, LLC.

---

**WHEREAS**, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 2<sup>nd</sup> day of April, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Berwick Holdings, LLC., from the current R-1, One-Family Residence District, to PUD, Planned Unit Development; and

**WHEREAS**, on the 6<sup>th</sup> day of May, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

#### LEGAL DESCRIPTION:

An irregular tract of land in the Southeast Quarter and Northeast Quarter of Section 32, Township 80 North, Range 23 West of the 5<sup>th</sup> Principal Meridian, Polk County, Iowa, consisting of Parcel "O" of said Section 32, as shown on the Plat recorded in Book 15089, Page 430 in the Office of the Polk County Recorder, and Outlot 'X' in DRA Acres Plat 1, an Official Plat, as shown on the Plat recorded in Book 15393, Pages 121 through 134 in the Office of the Polk County Recorder, more particularly described as follows:

Beginning at the North Sixteenth Corner between said Section 32 and Section 33, Township 80 North, Range 23 West of the 5<sup>th</sup> Principal Meridian, Polk County, Iowa; thence S0°02'44"W along the east line of said Section 32, 1322.51 feet to the East Quarter Corner of said Section 32; thence S0°11'23"W continuing along the east line of said Section 32, 936.31 feet; thence departing said east line, S90°00'00"W, 771.86 feet; thence southwesterly 200.44 feet along a 580.01-foot radius curve, said curve having a chord of 199.45 feet bearing S80°05'59"W; thence S70°11'58"W, 33.12 feet; thence S63°47'05"W, 17.00 feet to the easterly right-of-way line of Berwick Drive; thence northwesterly 448.73 feet along a 1594.16-foot radius curve, said curve having a chord of 447.25 feet bearing N34°16'45"W; thence northwesterly 38.55 feet along a 283.00-foot radius curve, said curve having a 38.52-foot chord bearing N46°22'15"W; thence N50°14'05"W, 39.79 feet; thence northwesterly 67.29 feet along a 2033.00-foot radius curve, said curve having a chord of 67.29 feet bearing N51°06'34"W; thence N51°59'32"W, 130.76 feet; thence northwesterly 65.18 feet along a 1967.00-foot radius curve, said curve having a chord of 65.18 feet bearing N51°05'13"W; thence N49°56'53"W, 58.49 feet; thence northwesterly 309.96 feet along a 2967.00-foot radius curve, said curve having a chord of 309.82 feet bearing N47°12'13"W; thence N43°56'07"W, 55.40 feet to the southernmost corner of Lot 2 in said DRA Acres Plat 1; thence departing said east right-of-way line and continuing along the southerly line of said Lot 2, N45°51'34"E, 415.00 feet to the southeasterly corner of said Lot 2; thence N4°38'12"E along the easterly line of said Lot 2, 228.29 feet to the northeast corner of Lot 1 of said DRA Acres Plat 1, also being a point on the southerly line of said Parcel "O"; thence N89°36'54"W along the north line of said Lot 1, 312.53 feet; thence S30°57'41"W along the westerly line of said Lot 1, 228.09 feet; thence S39°09'08"W along said westerly line, 178.08 feet; thence departing said westerly line Lot 1 and continuing along the westerly line of said Parcel "O" N39°43'08"W, 652.19 feet; thence continuing along the westerly line of said Parcel "O", 587.94 feet along a 1246.09-foot radius curve, said curve having a chord of 582.50 feet bearing N26°13'45"W; thence continuing along said westerly line N12°43'06"W, 245.69 feet to the northwest corner of said Parcel "O"; thence S89°55'08"E along the north line of said Parcel "O", 160.30 feet to the Center-North Sixteenth Corner of said Section 32; thence continuing along said north line S89°53'03"E, 1321.27 feet to the Northeast Sixteenth Corner of said Section 32; thence continuing along the north line of said Parcel "O" S89°40'42"E, 1318.73 feet to the point of beginning.

Described tract of land contains 103.98 acres (4,529,337 square feet), including 1.11 acres of right-of-way (48,545 square feet).

Subject to any and all easements and restrictions of record.

#### LAYMAN'S DESCRIPTION:

Approximately 103.98-acres (+/-) located south of SE Oralabor Road/NE 78th Avenue, east of NE Berwick Drive and north of NE 70th Avenue.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:**

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Berwick Holdings, LLC., from the current R-1, One-Family Residence District, to PUD, Planned Unit Development.

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 \_\_\_\_, 2024.

\_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Yuska, City Clerk

**PUBLISHED IN THE  
DES MOINES REGISTER  
ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024**

**1<sup>st</sup> Con \_\_\_\_\_ (P. Hrg.)  
2<sup>nd</sup> Con \_\_\_\_\_  
3<sup>rd</sup> Con \_\_\_\_\_**

# Meeting Minutes

## Plan & Zoning Commission Meeting

Tuesday, April 2, 2024

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

### CALL TO ORDER

Chair Ted Rapp called the April 2, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

### ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Trina Flack, Annette Renaud, and Todd Ripper. Absent: Lisa West and Glenn Hunter. Staff present: Eric Jensen, Eric Carstens, Bryan Morrissey, Ryan Kirschman, Laura Hutzell, Jake Heil and Brenda Fuglsang.

### AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the April 2, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 5 – 0.

### BUSINESS ITEMS

#### **Item #3. Berwick Holdings, LLC request to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development**

R.Kirschman reported Berwick Holdings, LLC, is requesting to rezone 103.98 acres from R-1, One-family Residence District to PUD, Planned Unit Development. The parcel is located east of Northeast Berwick Drive, south of Southeast Oralabor Road and north of Northeast 70th Avenue. He said that the property to the west is zoned R-1, and the property to the north, south, and east are unincorporated. The Future Land Use Plan considers Low Density Residential to be 1 to 5 units per acre which aligns with R-1, One-Family Residence District and R-2, One-Family and Two-Family Residence District. He noted that the purpose of a PUD is to promote development by providing a greater level of flexibility than normally allowed. R.Kirschman explained the PUD bulk regulations for Parcel A, B, and C. He stated the PUD Master Plan outlines the general plan for development with tentative lot lines, public streets, utilities, parkland area, and storm water detention area. He commented that the final designs will be determined and approved with final platting. R.Kirschman addressed questions that were raised by citizens who attended the public hearing that included information on density, what stops the developer from building apartments or commercial buildings, how the additional traffic will be managed, screening and the reason why Phase 4 is not part of this rezoning request. He further provided information on the anticipated amount of open space for this development, which was asked by a Commission member and further stated that the developer is responsible for keeping the roadways clean during the development process. Staff recommends that the Plan and Zoning Commission recommend City Council approval to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development.

E.Jensen reiterated that there will be continuing work on a traffic study and further improvements will come out as property is platted and developed. The work that has been done on the current traffic study is a preliminary study.

Jake Becker, McClure Engineering Company, 1360 NW 121<sup>st</sup> Street, Clive, Iowa representing the developer, acknowledged the outpouring from the local community, whether they are for or against the project. That is what makes Ankeny a wonderful place to live, work and play. They believe the project is thoughtful in relation to density and retention of trees on the north and south sides of the property. He said they have completed multiple traffic studies for the area and are making some improvements. Jake Becker said he would answer any questions the Commission may have.

T.Flack commented that she feels better that it will remain low-density, single-family, as it addresses the concerns of neighbors in regard to traffic and the number of people. The PUD has steps in place to keep it that way. T.Rapp said if the property would have stayed R-1, the density could be more than what is currently being proposed.

Motion by A.Renaud to recommend City Council approval of the request by Berwick Holdings, LLC, to rezone property from R-1, One-Family Residence District, to PUD, Planned Unit Development. Second by R.Weisheit. All voted aye. Motion carried 5 – 0.



*Plan and Zoning Commission  
Staff Report*

*Meeting Date: April 2, 2024*

**Agenda Item:** Berwick Estates PUD Rezoning – Action  
**Report Date:** March 22, 2024  
**Prepared By:** Ryan Kirschman  
Planner I

*ESC*

**Staff Recommendation**

That the Plan and Zoning Commission recommend City Council Approval of the request by Berwick Holdings, LLC., to rezone the property from R-1, One-Family Residence District to PUD, Planned Unit Development.

**Project Report**

Berwick Holdings, LLC, is requesting a rezoning on a portion of property located east of NE Berwick Drive, south of SE Oralabor Road and north of NE 70<sup>th</sup> Avenue. The subject parcels are approximately 103.98 acres.

Berwick Holdings, LLC, is requesting to rezone the subject parcels to PUD, Planned Unit Development. The property is currently zoned R-1, One-Family Residence District. Property to the west of the subject property is also zoned R-1, One-Family Residence District. Property to the north, south, and east is not currently in the city. Per the Ankeny 2040 Future Land Use Plan Map, the subject property is identified as Open Space along the northern edge of the property and the rest of the property is Low Density Residential. The Zoning Compatibility Matrix identifies PUD as Partially Compatible for both Open Space and Low Density Residential. Surrounding property is similarly identified as Low Density Residential and Open Space. The Future Land Use Plan considers Low Density Residential to be 1 to 5 units per acre which aligns with R-1, One-Family Residence District and R-2, One-Family and Two-Family Residence District. The purpose of a PUD is to promote development by providing a greater level of flexibility than normally allowed. Parcel A would allow minimum lot widths of 70 feet and minimum lot area of 9,000 sq. ft.; Parcel B would allow minimum lot widths of 70 feet and minimum lot area of 8,000 sq. ft.; Parcel C would allow minimum lot widths of 50 feet and minimum lot area of 5,000 sq. ft. for one-family homes and a minimum lot width of 40 feet and 4,000 sq. ft. for two-family homes. Whereas R-1 regulations would require a minimum of 85 feet for lot width and 10,200 sq. ft. lot area and R-2 would require a lot width of 70 feet and minimum lot area of 8,500 sq. ft. for one family homes or, a lot width of 40 feet and lot area of 5,250 sq. ft. for single-family bi-attached lots.

The PUD Master Plan outlines the general plan for development with tentative lot lines, public streets, utilities, parkland area, and storm water detention area; however, final designs will be determined and approved with final platting. The PUD manual discusses bulk regulations, architectural character, landscape screening to be provided along NE Berwick Drive, stormwater management, and utility services. Building elevations are provided to represent one- to two-story houses in addition to attached single-family homes, to be constructed with varying building materials, colors, and roof pitches.

Ankeny City Council initiated the rezoning on Monday February 19<sup>th</sup>, 2024. Notification for the rezoning was mailed to all properties within 250' of the subject area, legal notice was posted in the Des Moines Register, and public notification signage was posted on the property.

## **Public Hearing**

The Plan and Zoning Commission held a public hearing for the rezoning on March 19, 2024. During the public hearing there was discussion regarding the projects from City Staff, the applicant's representative, and members of the public. A complete recap of the discussions and questions can be found in the minutes from the meeting. Additionally, members of the public raised the following questions and concerns:

### **What will the density of the development be?**

The proposed Master Plan shows between three and five units per acre. Parcel A consists of approximately 42.6 acres has a maximum density of 3 units per acre. Parcel B consists of approximately 24.6 acres and has a maximum density of 4 units per acre. Parcel C consists of approximately 25 acres and has a maximum density of 5 units per acre. Parcels A and B would be restricted to single-family detached homes only. Parcel C would be restricted to single-family detached or two-family bi-attached homes only.

### **What will stop the developer from building apartments or commercial buildings?**

A concern raised by the members of the public was what would stop the developer from constructing higher density housing such as apartments or building commercial buildings on the site. The Ankeny 2040 Plan Future Land Use Plan identifies this land as Low Density Residential, that classification limits developments from being more than 5 units per acre and from being used for commercial development. In order for this to change, the applicant would need to request and receive a Future Land Use Amendment to increase the density of the housing or to allow for commercial development. Furthermore, the proposed Berwick Estates PUD does not allow for higher density housing options or commercial uses in the PUD, for that to change the applicant would need to amend the PUD in addition to the Future Land Use Plan Amendment. This process would include notification of neighboring properties and public hearings similar to this current rezoning request.

### **How will the additional traffic be managed?**

Multiple members of the public that spoke expressed concerns about how traffic in the area will be managed with the increase in residents along NE Berwick Drive. The applicant has submitted and had the traffic study approved by the Traffic Engineering manager. Included in the PUD, there are two agreed upon improvements associated with this proposal, an eastbound right-turn lane at the SE Oralabor Road/NE 78<sup>th</sup> Street and NE Berwick Drive intersection at the time the 1st plat is developed, and then at 50% buildout of the development an eastbound left-turn lane will be added at the SE Corporate Woods Dr/NE 62<sup>nd</sup> Street and NE Berwick Drive intersection.

### **How will this development be screened from the existing homes?**

Members of the public expressed concerns about the screening of the proposed development from NE Berwick Drive and neighboring properties. The PUD outlines general landscape standards including a 25-foot landscaping buffer easement along NE Berwick Drive and NE 38<sup>th</sup> Street, in addition there is a tree line that is anticipated to remain along the northern property line to screen neighboring properties to the north.

### **Why is 'Phase 4' not apart of the proposed rezoning?**

During the annexation process, the land owner held neighborhood meetings to discuss the annexation and the future plans of the subject property. The applicant provided visuals to those who attended which included these two parcels and an additional parcel that is owned by the group. That land is not currently within the corporate limits of Ankeny and it is not a part of this rezoning.

**What will be the final calculation of Open Space in the development?**

A commission member asked what the final open space calculation would be in comparison to the Open Space identified on the Future Land Use Plan Map. Uses shown on the Future Land Use Plan Map are intended to be general in nature, not definitive boundaries and areas. In addition, the Open Space land use category is intended to identify areas of floodplain, wetlands, steep slopes, and/or significant tree cover. The Open Space category is not intended to delineate a zoning type. However, in response to the question raised, there is approximately 25-30 acres of open space identified by the Future Land Use Plan Map and there is approximately 26 acres of open space provided in the PUD Master Plan.

**Currently the road is a mess, what will stop it from being a mess throughout the development process?**

The developer is responsible for keeping the roadways clean during the development process. In the event that the roadway is not clean, residents can contact the city to help get the problem resolved.

**Summary:**

The proposed rezoning will be consistent with the proposed Land Use designation as shown in the 2040 Comprehensive Plan. Therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development.



12/8/2023

Honorable Mayor, City Council, and Plan & Zoning Commission  
City of Ankeny  
1250 SW District Drive  
Ankeny, Iowa 50023

> 1360 NW 121st Street  
Clive, IA 50325  
P 515.964.1229  
F 515.964.2370

RE: Berwick Estates PUD – Rezoning

[www.mecresults.com](http://www.mecresults.com)

Dear Honorable Mayor, City Council, and Plan & Zoning Commission Members,

On behalf of Berwick Holdings LLC and ATI Group, we are pleased to submit a rezoning request for approximately 104 acres in the City of Ankeny east of NE Berwick Drive and respectfully request your approval of said rezoning request.

This proposal is to rezone the property from R-1 to Berwick Estates PUD. The development plan as presented is generally consistent with the City’s Comprehensive Land Use Plan and represents strategic and thoughtful residential growth for the City of Ankeny. Additionally, we believe the proposed PUD zoning offers the following advantages to the City of Ankeny and its residents:

- Simultaneously offer flexibility in development yet establish general structure and framework of the planned property
- Provide a variety of housing types and price points that encourages diverse opportunities for a wide range of potential residents
- Provide adequate information for the City, general public, and neighbors who may be living near or interacting with the development to understand the big picture
- Provide adequate information for future Developers, homebuilder partners, homebuyers, and other stakeholders to set expectations of current and future development

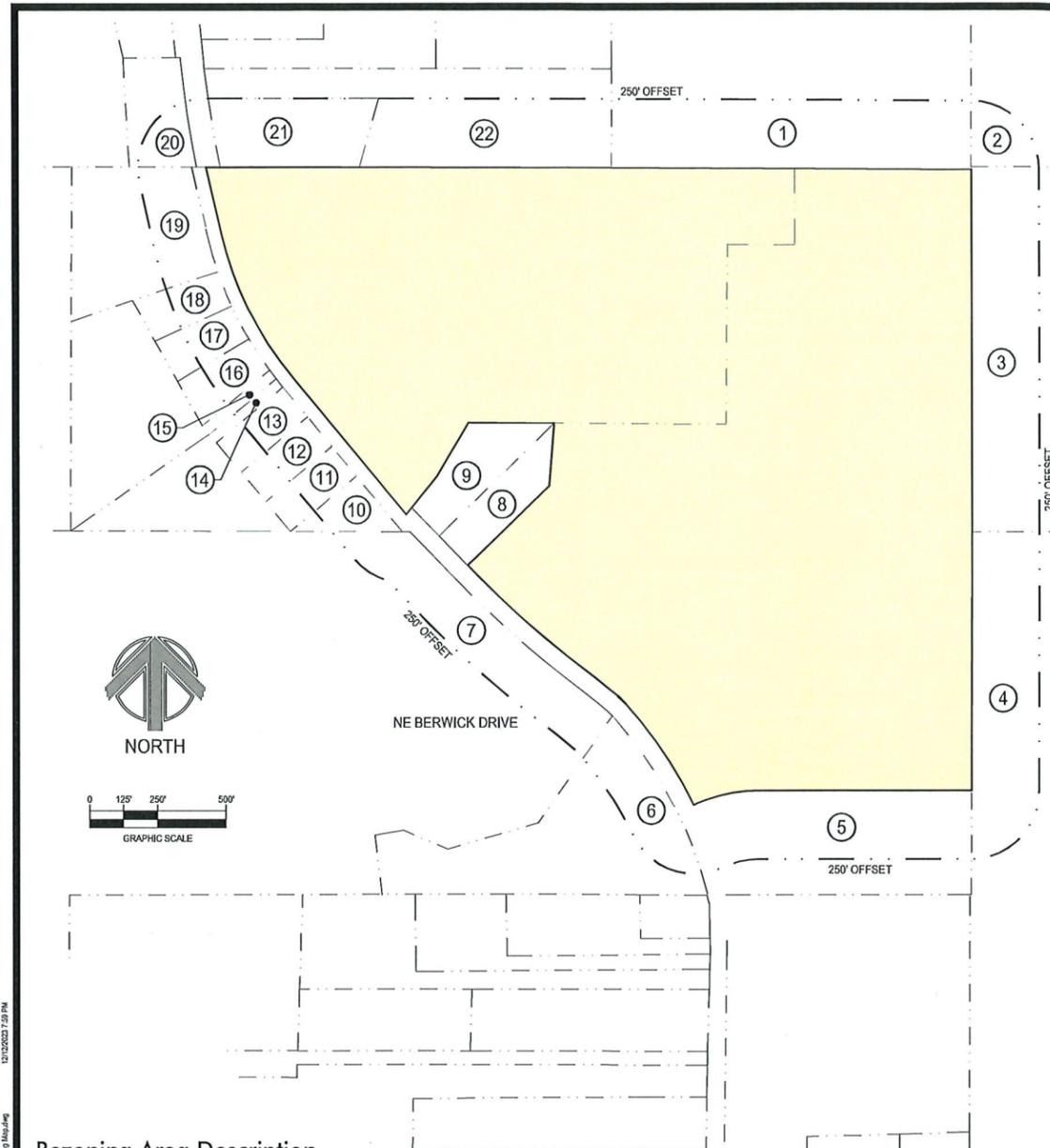
This letter of request is included as part of the PUD submittal package that establishes the framework for the next highly sought-after area in the City of Ankeny. We thank you for your consideration of approval of this project.

Sincerely,

McClure Engineering Company

Jake Becker, PE  
Senior Project Engineer

Cc: ATI Group



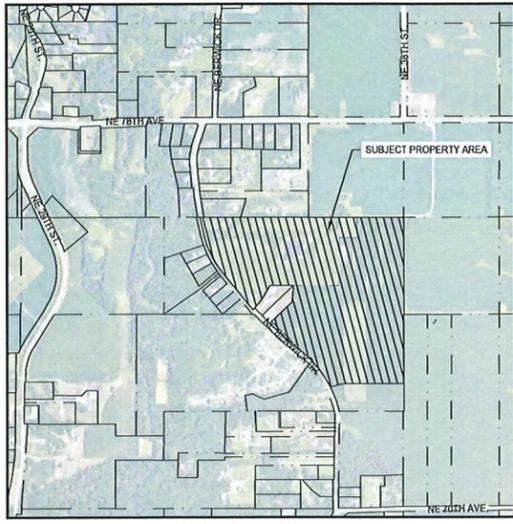
**Rezoning Area Description**

An irregular tract of land in the Southeast Quarter and Northeast Quarter of Section 32, Township 80 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa, consisting of Parcel "O" of said Section 32, as shown on the Plat recorded in Book 15089, Page 430 in the Office of the Polk County Recorder, and Outlot "X" in DRA Acres Plat 1, an Official Plat, as shown on the Plat recorded in Book 15393, Pages 121 through 134 in the Office of the Polk County Recorder, more particularly described as follows:  
 Beginning at the North Sixteenth Corner between said Section 32 and Section 33, Township 80 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa; thence S0°02'44"W along the east line of said Section 32, 1322.51 feet to the East Quarter Corner of said Section 32; thence S0°11'23"W continuing along the east line of said Section 32, 936.31 feet; thence departing said east line, S90°00'00"W, 771.86 feet; thence southwesterly 200.44 feet along a 580.01-foot radius curve, said curve having a chord of 199.45 feet bearing S80°05'59"W; thence S70°11'58"W, 33.12 feet; thence S63°47'05"W, 17.00 feet to the easterly right-of-way line of Berwick Drive; thence northwesterly 448.73 feet along a 1594.16-foot radius curve, said curve having a chord of 447.25 feet bearing N34°16'45"W; thence northwesterly 38.55 feet along a 283.00-foot radius curve, said curve having a 38.52-foot chord bearing N46°22'15"W; thence N50°14'05"W, 39.79 feet; thence northwesterly 67.29 feet along a 2033.00-foot radius curve, said curve having a chord of 67.29 feet bearing N51°06'34"W; thence N51°59'32"W, 130.76 feet; thence northwesterly 65.18 feet along a 1967.00-foot radius curve, said curve having a chord of 65.18 feet bearing N51°05'13"W; thence N49°56'53"W, 58.49 feet; thence northwesterly 309.96 feet along a 2967.00-foot radius curve, said curve having a chord of 309.82 feet bearing N47°12'13"W; thence N43°56'07"W, 55.40 feet to the southernmost corner of Lot 2 in said DRA Acres Plat 1; thence departing said east right-of-way line and continuing along the southerly line of said Lot 2, N45°51'34"E, 415.00 feet to the southeasterly corner of said Lot 2; thence N4°38'12"E along the easterly line of said Lot 2, 312.53 feet; thence S30°57'41"W along the westerly line of said Lot 1, 228.09 feet; thence S39°09'08"W along said westerly line, 178.08 feet; thence departing said westerly line Lot 1 and continuing along the westerly line of said Parcel "O" N39°43'08"W, 652.19 feet; thence continuing along the westerly line of said Parcel "O", S87.94 feet along a 1246.09-foot radius curve, said curve having a chord of 582.50 feet bearing N26°13'45"W; thence continuing along said westerly line N12°43'06"W, 245.69 feet to the northwest corner of said Parcel "O"; thence S89°55'08"E along the north line of said Parcel "O", 160.30 feet to the Center-North Sixteenth Corner of said Section 32; thence continuing along said north line S89°53'03"E, 1321.27 feet to the Northeast Sixteenth Corner of said Section 32; thence continuing along the north line of said Parcel "O" S89°40'42"E, 1318.73 feet to the point of beginning.  
 Described tract of land contains 103.98 acres (4,529,337 square feet), including 1.11 acres of right-of-way (48,545 square feet).  
 Subject to any and all easements and restrictions of record.

**Rezoning Exhibit**  
 FOR  
**Berwick Estates PUD**  
 Ankeny, Iowa

**Owner / Developer**  
 Berwick Holdings LLC  
 1615 SW Main Street, Ste 207  
 Ankeny, Iowa 50023

**Zoning**  
 Existing - R-1 (103.98 acres)  
 Proposed - Berwick PUD (103.98 acres)



Vicinity Sketch  
 Scale: 1" = 1,000'

**Rezoning Table**

Parcel Number	Name of Property Owner	Legal Description	Parcel Number	Mailing Address	Total Area of Property	Area within 250' of rezoning	% of Area within 250' of rezoning
1	Roy & Florence Bishop	NE 1/4 NE 1/4 LESS 1.58 A RD SEC 32-80-23	8023-32-224-001	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,673,575 sf	329,289 sf	13.6%
2	Roy & Florence Bishop	NW 1/4 NW 1/4 LESS 1.58 A RD SEC 33-80-23	8023-33-100-001	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,673,575 sf	47,153 sf	2.0%
3	Roy & Florence Bishop	W 1/2 S 1/2 NW 1/4 SEC 33-80-23	8023-33-100-004	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,742,400 sf	331,737 sf	13.7%
4	Jerry M Bishop	W 1/2 W 1/2 W 1/2 SW 1/4 LESS .25A RD SEC 33-80-23	8023-33-300-005	4050 NE 78TH AVE ANKENY, IA 50021-9252	860,310 sf	28,434 sf	11.8%
5	Berwick Holdings LLC	OUTLOT XDRS ACRES FLAT 1	8023-32-426-001	1615 SW MAIN ST STE 207 ANKENY, IA 50023-7261	3,115,689 sf	242,940 sf	10.0%
6	Wesley Investments INC	LTS 5 & 6 PAGLUN COMPOUND FLAT 1	8023-32-400-023	7252 NE BERWICK DR ANKENY, IA 50021-9258	394,236 sf	101,743 sf	4.2%
7	Third and Collins Properties LLC	EX BEG 1332F H & 955F W OF SE COR OF SEC THIN W 1214F NW 221F NE 110.5F SE 175F NELY 828F TO WLN OF HWY SELV 754F TO POB- H 1/2 SE 1/4 W OF RD & LESS RD SEC 32-80-23	8023-32-400-001	2601 SW 35TH ST ANKENY, IA 50023-6203	1,267,596 sf	210,274 sf	8.7%
8	Scott Stephenson Aubrey Jungan	LOT 2 DRA ACRES FLAT 1	8023-32-252-002	7393 NE BERWICK DR ANKENY, IA 50021-9259	75,157 sf	75,157 sf	3.1%
9	Richard and Marlis Backus	LOT 1 DRA ACRES FLAT 1	8023-32-252-001	7403 NE BERWICK DR ANKENY, IA 50021-9260	88,266 sf	88,266 sf	3.7%
10	Harold Tyler, Thomas Tyler, Bradley Johnson	LOT 1 OAKWOOD HEIGHTS	8023-32-176-010	1211 NE 31ST ST ANKENY, IA 50021-6694	41,599 sf	35,966 sf	1.5%
11	Tyler Thomas	LOT 2 OAKWOOD HEIGHTS	8023-32-176-009	1211 NE 31ST ST ANKENY, IA 50021-6694	44,082 sf	28,059 sf	1.2%
12	Bradley Johnson	LOT 3 OAKWOOD HEIGHTS	8023-32-176-008	7470 NE BERWICK DR ANKENY, IA 50021-9260	44,082 sf	28,000 sf	1.2%
13	Bradley Johnson	LOT 4 OAKWOOD HEIGHTS	8023-32-176-007	7470 NE BERWICK DR ANKENY, IA 50021-9260	44,082 sf	28,000 sf	1.2%
14	Bradley Johnson	LOT 5 OAKWOOD HEIGHTS	8023-32-176-006	7470 NE BERWICK DR ANKENY, IA 50021-9260	154,507 sf	7,820 sf	0.3%
15	Tyler Thomas	LOT 6 OAKWOOD HEIGHTS	8023-32-176-002	1211 NE 31ST ST ANKENY, IA 50021-6694	269,723 sf	8,012 sf	0.3%
16	Tyler Thomas	LOT 7 OAKWOOD HEIGHTS	8023-32-176-005	1211 NE 31ST ST ANKENY, IA 50021-6694	49,092 sf	30,207 sf	1.2%
17	Wayne and Robyn Blah	LOT 8 OAKWOOD HEIGHTS	8023-32-176-004	7514 NE BERWICK DR ANKENY, IA 50021-9230	45,738 sf	29,091 sf	1.2%
18	Elsbeth and Derek Peterson	LOT 9 OAKWOOD HEIGHTS	8023-32-176-003	7534 NE BERWICK DR ANKENY, IA 50021-9230	48,046 sf	29,092 sf	1.2%
19	Andrew and Rhonda Swanson	LOT 10 OAKWOOD HEIGHTS	8023-32-176-001	7560 NE BERWICK DR ANKENY, IA 50021-9230	233,177 sf	84,842 sf	3.5%
20	Jeremy Brandt	BEG SE COR TH W 280.67F H 396.19F E 244.16F SELV 400.08F TO POB RHT E 27.5A H 1/2 HW 1/4 LVD W OF CL NE BERWICK DR LESS .293A RD SEC 32-80-23	8023-32-124-008	7630 NE BERWICK DR ANKENY, IA 50021-9262	89,402 sf	35,185 sf	1.5%
21	Curis and Linda Walsh	LOT 1 FOURMILE WOODS FLAT 2	8023-32-201-010	7621 NE BERWICK DR ANKENY, IA 50021-926	140,873 sf	140,873 sf	5.8%
22	Jeffery and Karen Glock	LOT 2 FOURMILE WOODS FLAT 2	8023-32-201-014	7648 NE BERWICK DR ANKENY, IA 50021-9262	385,462 sf	221,506 sf	9.2%

**ZONING TABLE NOTES:**  
 1) RIGHT-OF-WAY AREA IS NOT INCLUDED  
 2) CITY OF ANKENY OWNED PROPERTY THAT IS NOT ROW IS INCLUDED (IE, PARKLAND, GREENBELTS, ETC.)  
 3) OWNERSHIP INFORMATION PROVIDED VIA POLK COUNTY GIS AS OF 12/12/2023  
 4) AREA WITHIN 250' OF REZONING IS PROVIDED BASED ON GIS PARCEL LINE DATA



building strong communities.  
 1360 NW 121ST Street  
 Clive, Iowa 50325  
 515-964-1229  
 fax 515-964-2370

**NOTICE**  
 McClure Engineering Company is not responsible for any and all liability and/or for any problems which arise from failure to follow these Plans, Specifications, and the engineering notes thereon, or for problems which arise from failure to obtain and/or follow the engineer's guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.  
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**REZONING EXHIBIT**



**BERWICK ESTATES PUD**

ANKENY, IA  
 2023003006  
 NOVEMBER 3, 2023  
 EDITIONS  
 12/8/2023  
 12/12/2023

ENGINEER: J. BECKER  
 CHECKED BY: J. BECKER  
 DRAWING NO.: RZ-01  
 SHEET NO.: 1 / 1

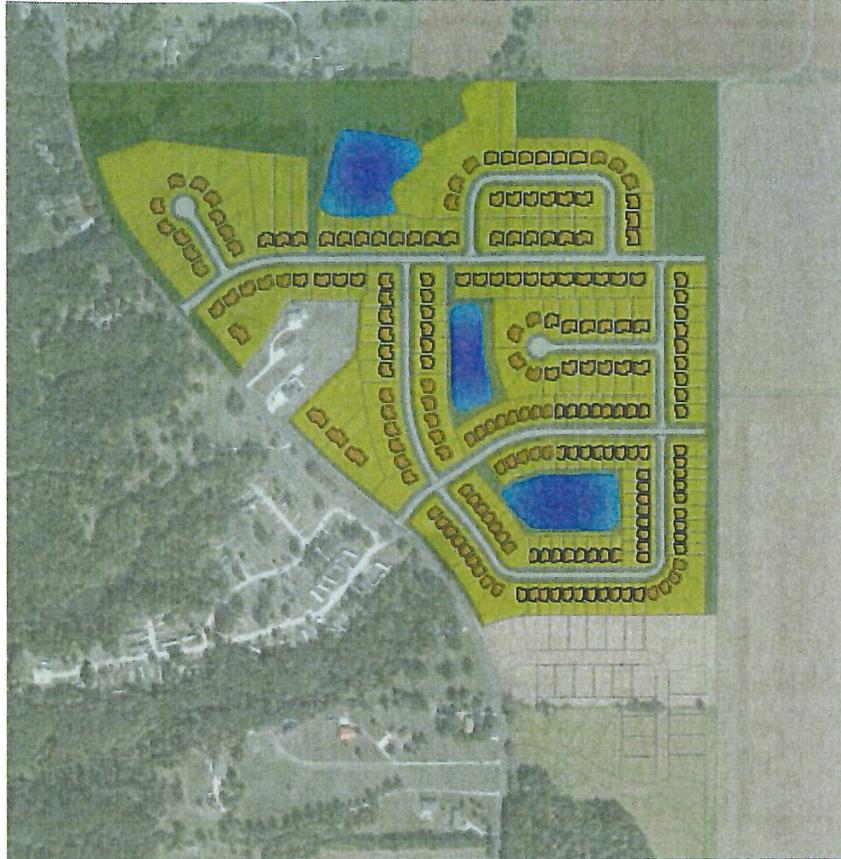
**ROLL CALL**  
**Plan & Zoning Commission**  
 Ankeny, IA

Date: April 2, 2024  
 Ayes: 5  
 Nays: 0  
 Abstain: 1  
 Absent: 2

APPROVED: [Signature]  
 Chairperson: [Signature]  
 Secretary: [Signature]

# BERWICK ESTATES

PLANNED UNIT DEVELOPMENT  
CITY OF ANKENY



PREPARED BY:



**McCLURE**<sup>TM</sup>  
ENGINEERING CO.

PREPARED ON:

11/3/2023

REVISIONS:

12/8/2023

3/5/2024

4/5/2024

4/18/2024

ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date	<u>April 2, 2024</u>
Ayes	<u>5</u>
Nays	<u>0</u>
Abstain	<u>—</u>
Absent	<u>2</u>
APPROVED	
<u>T. Rapp</u>	Chairperson
<u>B. Augsberg</u>	Secretary

**BERWICK ESTATES PUD**

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12/8/2023

Honorable Mayor, City Council, and Plan & Zoning Commission  
City of Ankeny  
1250 SW District Drive  
Ankeny, Iowa 50023

> 1360 NW 121st Street  
Clive, IA 50325  
P 515.964.1229  
F 515.964.2370

RE: Berwick Estates PUD – Rezoning

[www.mecresults.com](http://www.mecresults.com)

Dear Honorable Mayor, City Council, and Plan & Zoning Commission Members,

On behalf of Berwick Holdings LLC and ATI Group, we are pleased to submit a rezoning request for approximately 104 acres in the City of Ankeny east of NE Berwick Drive and respectfully request your approval of said rezoning request.

This proposal is to rezone the property from R-1 to Berwick Estates PUD. The development plan as presented is generally consistent with the City’s Comprehensive Land Use Plan and represents strategic and thoughtful residential growth for the City of Ankeny. Additionally, we believe the proposed PUD zoning offers the following advantages to the City of Ankeny and its residents:

- Simultaneously offer flexibility in development yet establish general structure and framework of the planned property
- Provide a variety of housing types and price points that encourages diverse opportunities for a wide range of potential residents
- Provide adequate information for the City, general public, and neighbors who may be living near or interacting with the development to understand the big picture
- Provide adequate information for future Developers, homebuilder partners, homebuyers, and other stakeholders to set expectations of current and future development

This letter of request is included as part of the PUD submittal package that establishes the framework for the next highly sought-after area in the City of Ankeny. We thank you for your consideration of approval of this project.

Sincerely,

**McClure Engineering Company**

**Jake Becker, PE**  
Senior Project Engineer

Cc: ATI Group

## BERWICK ESTATES PUD

**SECTION 1 - PURPOSE** The primary and technical purpose of this PUD document is to provide the framework and basis to change the official zoning of the parcel of ground as described in Section 2 herein from R-1 to PUD.

Additionally, the following purposes are also considered vital to the intents this PUD document:

- Simultaneously offer flexibility in development yet establish general structure and framework of the planned property
- Provide sufficient and expanded details so that a Preliminary Plat is not necessary for future development proceedings
- Provide adequate information for approving entities (City Council, P&Z, City Staff, etc.) to feel comfortable approving this PUD and future development proceedings
- Provide adequate information for stakeholders, future Developers, homebuilder partners, and homebuyers to set expectations of current and future development
- Provide adequate information for the general public and neighbors who may be living near or interacting with the development to understand the big picture

**SECTION 2 - LEGAL DESCRIPTION** The Official Zoning Map of the City of Ankeny, Iowa, is proposed to be amended from R-1 to PUD, for the property legally described as follows:

AN IRREGULAR TRACT OF LAND IN THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, CONSISTING OF PARCEL "O" OF SAID SECTION 32, AS SHOWN ON THE PLAT RECORDED IN BOOK 15089, PAGE 430 IN THE OFFICE OF THE POLK COUNTY RECORDER, AND OUTLOT 'X' IN DRA ACRES PLAT 1, AN OFFICIAL PLAT, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE POLK COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH SIXTEENTH CORNER BETWEEN SAID SECTION 32 AND SECTION 33, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; THENCE S0°02'44"W ALONG THE EAST LINE OF SAID SECTION 32, 1322.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE S0°11'23"W CONTINUING ALONG THE EAST LINE OF SAID SECTION 32, 936.31 FEET; THENCE DEPARTING SAID EAST LINE, S90°00'00"W, 771.86 FEET; THENCE SOUTHWESTERLY 200.44 FEET ALONG A 580.01-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 199.45 FEET BEARING S80°05'59"W; THENCE S70°11'58"W, 33.12 FEET; THENCE S63°47'05"W, 17.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BERWICK DRIVE; THENCE NORTHWESTERLY 448.73 FEET ALONG A 1594.16-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 447.25 FEET BEARING N34°16'45"W; THENCE NORTHWESTERLY 38.55 FEET ALONG A 283.00-FOOT RADIUS CURVE, SAID CURVE HAVING A 38.52-FOOT CHORD BEARING N46°22'15"W; THENCE N50°14'05"W, 39.79 FEET; THENCE NORTHWESTERLY 67.29 FEET ALONG A 2033.00-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 67.29 FEET BEARING N51°06'34"W; THENCE N51°59'32"W, 130.76 FEET; THENCE NORTHWESTERLY 65.18 FEET ALONG A 1967.00-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 65.18 FEET BEARING N51°05'13"W; THENCE N49°56'53"W, 58.49 FEET; THENCE NORTHWESTERLY 309.96 FEET ALONG A 2967.00-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 309.82 FEET BEARING N47°12'13"W; THENCE N43°56'07"W, 55.40 FEET TO THE SOUTHERNMOST CORNER OF LOT 2 IN SAID DRA ACRES PLAT 1; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID LOT 2, N45°51'34"E, 415.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE N4°38'12"E ALONG THE EASTERLY LINE OF SAID LOT 2, 228.29 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID DRA ACRES PLAT 1, ALSO BEING A POINT ON THE SOUTHERLY LINE OF SAID PARCEL "O"; THENCE N89°36'54"W ALONG THE NORTH LINE OF SAID LOT 1, 312.53 FEET; THENCE S30°57'41"W ALONG THE WESTERLY LINE OF SAID LOT 1, 228.09 FEET; THENCE S39°09'08"W ALONG SAID WESTERLY LINE, 178.08 FEET; THENCE DEPARTING SAID WESTERLY LINE LOT 1 AND CONTINUING ALONG THE WESTERLY LINE OF SAID PARCEL "O" N39°43'08"W, 652.19 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID PARCEL "O",

## BERWICK ESTATES PUD

587.94 FEET ALONG A 1246.09-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 582.50 FEET BEARING N26°13'45"W; THENCE CONTINUING ALONG SAID WESTERLY LINE N12°43'06"W, 245.69 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "O"; THENCE S89°55'08"E ALONG THE NORTH LINE OF SAID PARCEL "O", 160.30 FEET TO THE CENTER-NORTH SIXTEENTH CORNER OF SAID SECTION 32; THENCE CONTINUING ALONG SAID NORTH LINE S89°53'03"E, 1321.27 FEET TO THE NORTHEAST SIXTEENTH CORNER OF SAID SECTION 32; THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL "O" S89°40'42"E, 1318.73 FEET TO THE POINT OF BEGINNING.

DESCRIBED TRACT OF LAND CONTAINS 103.98 ACRES (4,529,337 SQUARE FEET), INCLUDING 1.11 ACRES OF RIGHT-OF-WAY (48,545 SQUARE FEET).

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

**SECTION 3 - MASTER PLAN ADOPTION** Attached hereto and made a part of this rezoning approval, for concept description and delineation is the Berwick Estates Master Plan listed as Appendix B. The Master Plan is adopted to establish the rules, regulations, and development guidelines for the land use and performance standards pursuant to Section 192.15 of the Municipal Code of the City of Ankeny, Iowa, for the development of the Berwick Estates PUD. The Master Plan layout, including the relationship of uses to each other and the relationship of land use to the general plan framework, and development requirements, shall be used as the implementation guide.

Individual parcels within the PUD may be developed independent of other parcels or tracts, provided the minimum requirements are met, unless modified herein, and the development of the parcel allows for the proper development of other parcels or tracts within the PUD.

It is recognized that shifts or modifications to the Master Plan layout and reasonable adjustments to the PUD Land Use Parcel boundaries may be made in order to establish workable street patterns, storm water management systems or facilities, elevations, grades, and/or usable building sites. Any modifications to the Master Plan considered by the Zoning Administrator to be major or significant and any amendments to the PUD text shall be made pursuant to Subsection 192.15 of the Municipal Code of the City of Ankeny, Iowa.

**SECTION 4 - REQUIRED PLANS** The following plans shall be required as a part of the processing of any development application for any property within the Berwick Estates PUD.

1. Preliminary Plat: For a majority of this property, the Master Plan provides sufficient detail that a Preliminary Plat is not necessary and may be excluded from the development review process. This exclusion applies to all land uses Parcels listed in the Master Plan (except the Future Development Area).
2. Construction Drawings or Site Plans: Standard City of Ankeny processes and procedures shall be utilized for preparing, reviewing, and approving drawings to facilitate construction of public or private infrastructure. These are generally referred to Construction Drawings for public subdivision work and Site Plans for private site work. Said Drawings or Plans shall generally conform to the Master Plan and shall be demonstrate that properly sized and located public sanitary sewers, storm sewers, water mains, and streets will be constructed adjacent to or across the respective property in order to fully serve other areas within the PUD.
3. Platting: Prior to, or in conjunction with development of any portion of the PUD, said area shall be platted in accordance with the City of Ankeny subdivision regulations to delineate within a plat the parcel to be developed except as noted in this ordinance.

## BERWICK ESTATES PUD

- a. Final Plats: A Final Plat shall be the mechanism to create a buildable lot on property within this PUD. Final Plats shall conform to City standards including content, review, and approval.
- b. Plats-of-Surveys: In order to facilitate the sale or transfer of ownership of property within the PUD, a Plat-of-Survey may be created in accordance with State Law and submitted to the City of Ankeny for its review and approval following a finding of general compliance within the intent of the PUD. It is understood that the transfer of title of any property in the PUD is an interim measure to facilitate development of the PUD and will ultimately culminate in the Final Platting of the respective property. Parcels created by Plat-of-Survey shall not be buildable and no building permit shall be issued until the parcel is platted as part of a Subdivision Plat is approved and the final plat is recorded. No public or private infrastructure improvements are required to be installed or surety posted for any parcels created by Plat-of-Survey.
- c. Outlots: As part of a Subdivision Plat, Outlot(s) may be created to facilitate the sale or transfer of ownership. Outlots shall not be buildable and no building permit shall be issued until such time that a Subdivision Plat is approved and the final plat is recorded that replats said Outlot(s) into one or more regular Subdivision Lots. No public or private infrastructure improvements are required to be installed or surety posted for any temporary Outlots created for the purpose of ownership transfer. Public or private infrastructure may be required and proposed within permanent Outlots created by the Subdivision Plat (eg, stormwater infrastructure in stormwater Outlots).
- d. Acquisition Plats: Public street rights-of-way may be established by Acquisition Plat following the review and approval by the City.
- e. Postage Stamp Lots: Individual lots created within a common lot or outlot that is owned and controlled by an Owner's Association or condominium regime, commonly referred to as a *Postage Stamp Lot*, are not proposed as part of this PUD and Master Plan and shall not be permitted.

### **SECTION 5 - GENERAL CONDITIONS** The following general site development criteria are applicable to the Berwick Estates PUD:

1. Any regulation, standard, provision or requirement that is not specifically addressed within this document that is regulated elsewhere in the Municipal Code of Ankeny, Iowa, the requirements of the Municipal Code shall be enforced.
2. All subdivisions, public streets, public street rights-of-way, public improvements, and other general development improvements shall adhere to the standards and design criteria set forth in the Ankeny Subdivision Ordinance and the Statewide Urban Design Specifications (SUDAS) as adopted or as amended by the City of Ankeny, pertaining thereto, unless otherwise stated within this Ordinance or approved by City Council. To allow for creative residential community design, alternate public ROW sections may be considered to allow for flexibility in unit design and layout.
3. Applicable in all areas located within a 100-year frequency flood hazard zone, or in adjoining drainageways, detention areas, or other storm water management areas involving potential flood hazards, no building shall be erected which has a lowest floor elevation, including basements, of less than one (1) foot above the determined level of the one hundred (100) year frequency flood event; or the building shall be flood proofed to the same elevation. No building shall be erected within 25-feet of any major drainage (as determined by the storm water management plan), storm water detention basin or pond, unless approved by the City.

## BERWICK ESTATES PUD

4. The Developer, its successors and assigns, if any, shall pay all construction and engineering costs for the development and improvement of its property, including improvements located in all rights-of-way to be dedicated to the City, all in accordance with the current City policies and ordinances in effect at the time of development unless otherwise addressed in an approved Development Agreement.

**SECTION 6 - STREET CIRCULATION AND RIGHT-OF-WAY** Appendix B shows a conceptual roadway circulation system including the classification of each road. The minimum standards of each road classification are as follows:

Residential "Collector" Street:

- 70' Right of Way
- 31' wide paving
- Widened to 37' wide and 3-lanes at intersection with NE Berwick Drive
- Widened to 37' wide and 3-lanes at intersection with future arterial street
- No Parking on either side of street
- 5' sidewalk on both sides

Residential "Local" Street:

- 60' Right of Way
- 27' wide paving
- Widened to 37' wide and 3-lanes at intersection with NE Berwick Drive
- Widened to 37' wide and 3-lanes at intersection with future arterial street
- Parking on south and west sides of streets
- 5' sidewalk on both sides

A Traffic Impact Study was completed and approved as part of this PUD approval process and recommends certain physical improvements associated with this development. A summary of the physical improvements recommended by the traffic study is as follows:

- Developer to construct an eastbound right turn lane at NE 78<sup>th</sup> Ave and NE Berwick Drive, triggered by the first plat of development of Berwick Estates
- Developer to construct an eastbound left turn lane on at NE 62<sup>nd</sup> Ave and NE Berwick Drive, triggered by 50% build-out of the TIS lot count assumptions. The traffic study assumes 244 units, so the trigger for this improvement will be the platting of the 122<sup>nd</sup> lot.
- Westbound left turn lane at NE 78<sup>th</sup> Ave and NE Berwick Drive discussed in the TIS is not required to be constructed by the Developer
- City and County will monitor the traffic for the NE Berwick Drive offset as development occurs in the area and will coordinate/fund a potential project addressing the intersection if/when a project is needed. The City will not require additional payment or construction of lane modifications on NE 78<sup>th</sup> Ave from the Developer of the Berwick Estates development beyond what is stated above

At a minimum, the Developer of each area shall design the street circulation system and shall extend designated roadways across its plat to adjacent areas. Public street right-of-way shall be dedicated to the City at the time of platting consistent with the above standards or as approved by City Council.

Private streets may be utilized if approved in a site-specific Site Plan and shall establish a private street easement. Said easement shall detail the private street ownership, maintenance, private access rights, and the right of use by the general public and city emergency service vehicles for access and circulation. Alternate curb sections may be allowed on private streets if reviewed and approved by City Council at the time of development.

**BERWICK ESTATES PUD**

**SECTION 7 - PEDESTRIAN TRAILS** No trails or oversized sidewalk are proposed within public ROW. Where trails are proposed outside of ROW (rear yards or around ponds), trails shall be contained within either easement or Outlots. If within Outlots, the restrictive covenants shall describe ownership and maintenance provisions of the trail.

**SECTION 8 - OPEN SPACE**

1. Various types of open spaces are proposed in the Master Plan including general open space, City parks, pedestrian trails, and storm water detention.
2. Parcel D is to be dedicated to the City for parkland and shall be maintained by the City upon dedication.
3. All other common open space intended for public use (i.e., pedestrian trails or stormwater detention) shall generally be contained within an Outlot or easement. Outlots shall be owned and maintained by the HOA.

**SECTION 9 - PARKLAND DEDICATION**

1. All development within this PUD shall comply with the City’s parkland dedication requirements. Provisions provided as part of this Section are intended to fully satisfy the parkland dedication requirements for the entire Berwick Estates development.
2. The parkland dedication area required for Berwick Estates is 7.2 acres as of the time of this writing based on the proposed land uses and concept plans.

LAND USE PARCEL	LAND USE	AREA	PARKLAND REQUIRED	PARKLAND REQUIRED
		(ACRES)	(%)	(ACRES)
A	LDR	42.6	5%	2.1
B	LDR	24.6	5%	1.2
C	MDR	25.0	10%	2.5
D	PARKLAND	7.4	0%	0.0
E	ROW	1.7	0%	0.0
F	ROW	0.5	0%	0.0
G	ROW	2.6	0%	0.0
FDA*	LDR	27.0	5%	1.4
<b>TOTAL PARKLAND REQUIRED:</b>				<b>7.2</b>

*\*FDA means Future Development Area*

3. The Master Plan (Appendix B) identifies Parcel D as a conceptual parkland location that is to be dedicated to the City of Ankeny as part of the final platting procedures in that area. Parcel D is 7.3 acres and satisfies the City’s parkland dedication requirements.
4. An area called ‘Future Development Area’ is included in parkland calculations as part of this PUD in an attempt to master plan the entire properties owned by the applicant at the time of this PUD writing. The ‘FDA’ is not intended to be a part of the official PUD and rezoning processes due to portions of the ‘FDA’ not being annexed into the City of Ankeny as of the time of this writing. It is anticipated that the ‘FDA’ will be rezoned to “straight” R-1 or R-2 zoning and calculations herein reflect this assumption. It is acknowledged that this PUD may require revisions or alternate parkland dedication arrangements may be necessary if the future rezoning request for the ‘FDA’ is for a different classification than R-1 or R-2 and a higher threshold of parkland dedication requirements are triggered.
5. Should future PUD modifications occur that would result in an increase in required parkland dedication, the difference in parkland dedication shall be satisfied with an agreed-upon arrangement in the PUD modifications including additional land, payment-in-lieu, or both.

**BERWICK ESTATES PUD**

**SECTION 10 - SANITARY SEWER SERVICE AND STORM WATER DRAINAGE** Each Developer shall extend sanitary and storm sewers across its plat at sufficient capacity and appropriate elevations and locations to serve the respective service areas. The Developer of all areas within the PUD shall submit to the City for its review and approval, as part of the Subdivision Plat and any Site Plan review and approval process, a sanitary sewer service and storm water drainage plan which satisfies the City’s development standards and regulations. Sanitary sewer plan and profile pages in Construction Drawings and/or Site Plans and a site-specific Storm Water Management Plan would generally suffice for the purposes of this Section’s requirements.

Sufficient service is defined herein as sanitary sewer and storm water drainage facilities (pipes, structures, drainageways, detention ponds, and similar facilities) adequately sized and designed, including location and depth/elevation, to accommodate the expected flows generated within the service area. Furthermore, the design shall provide for the extension of the facilities across or through the respective Subdivision Plat and/or Site Plan so that all areas within the service area including those located ‘upstream’ from the Plat and/or Site Plan shall be adequately served.

As previously stated, the Master Plan in Appendix B contains certain pages that are more detailed than necessary in traditional PUD documents. One of the reasons for this is to provide a baseline for utility extensions as it relates to the overall development. The GN-series and GR-series pages function essentially as a Preliminary Plat. As such, Developers shall generally adhere to utility plans depicted in Appendix B in regard to utility extensions to adjacent sites. Since more detail is provided in a traditional PUD Master Plan, special consideration should be made to reasonable modifications and deviations of Construction Drawings, Site Plans, and/or Final Plats from this Master Plan in regard to specific configuration, lot sizing, utility layout, and other provisions.

**SECTION 11 - STORM WATER MANAGEMENT** A Master Storm Water Management Plan (titled “Berwick Estates Master Storm Water Management Plan”) is prepared and approved coincident with this PUD. This Master SWMP provides calculations and discussions in regard to storm water detention requirements for a majority of the site. As a part of the review and approval for each Subdivision Plat or Site Plan, a storm water management plan for the area within the Subdivision Plat and/or Site Plan shall be submitted to the City for its approval. Subsequent, plat/site-specific SWMPs will serve the purpose of establishing compliance with the Master SWMP and to provide specific storm water details (i.e., intake and pipe capacity calculations). All storm water management plans shall generally comply with the Master SWMP or provide calculations justifying changes.

**SECTION 12 - LAND USE DESIGN CRITERIA** The following land use design criteria shall apply to the respective Land Use parcels designated on the Berwick Estates Master Plan. The intent of this section is to establish bulk regulation criteria for each Land Use parcel similar to traditional City of Ankeny zoning criteria. Criteria specifically listed herein shall be the governing standards, however a similar City of Ankeny zoning classification is also listed in an effort to direct users to supplemental data for criteria not explicitly listed herein.

1. **Land Use Parcels A and B:** The intent of this parcel is to develop into detached single-family units. The closest similar City of Ankeny zoning classification is R-2. Land Use Parcel sizes and gross densities are planned as shown below:

<b>Parcel</b>	<b>Size</b>	<b>Maximum Units</b>	<b>Maximum Gross Density</b>
A	42.6 Acres	62 Units	1.46 DU per Ac.
B	24.6 Acres	58 Units	2.36 DU per Ac.

- a. Allowed Uses: All permitted principal and accessory uses and special uses as provided in the City Code for the R-1 and R-2 districts with a restriction to detached single-family uses.

**BERWICK ESTATES PUD**

- b. Bulk Regulations: All setbacks shall be in accordance with the Height and Bulk Regulations for the R-1 and R-2 districts, except as modified herein. Setbacks are modified in accordance with the following table for each land use.

Use	Lot Area	Lot Width	Story Height Limit	Front Setback	Side Setback	Sum of Side Setbacks	Rear Setback
Single Family – Parcel A	9,000 sf	70 ft	2	30 ft	7.5 ft	15 ft	30 ft
Single Family – Parcel B	8,000 sf	70 ft	2	30 ft	7.5 ft	15 ft	30 ft

- 2. **Land Use Parcel C**: The intent of these parcels is to develop into primarily smaller or specialty detached single-family or attached duplex units. The closest similar City of Ankeny zoning classification is R-3 with restrictions. Land Use Parcel sizes and gross densities are planned as shown below:

Parcel	Size	Maximum Units	Maximum Gross Density
C	25.0 Acres	87 Units	3.48 DU per Ac.

- a. Allowed Uses: All permitted principal and accessory uses and special uses as provided in the City Code for the R-1, R-2, and R-3 districts. Setbacks are modified in accordance with the following table for each land use.
- b. Bulk Regulations: All setbacks shall be in accordance with the Height and Bulk Regulations for the R-1, R-2, and R-3 districts, except as modified herein.

Use	Lot Area	Lot Width	Story Height Limit	Front Setback	Side Setback	Sum of Side Setbacks	Rear Setback
Single Family	5,000 sf	50 ft	2	25 ft	5 ft	10 ft	30 ft
Two-Family	4,000 sf	40 ft	2	25 ft	5 ft	10 ft	25 ft

- 3. **Land Use Parcel D**: The intent of this parcel is to provide a conceptual location and scope for open space that is to be dedicated to the City of Ankeny as part of the final platting procedures in the respective areas to wholly or partially satisfy parkland dedication requirements.
- 4. **Land Use Parcels E and F**: The intent of these parcels is to be reserved for NE Berwick Drive right-of-way. This ROW is specifically excluded from the other PUD areas since it is a special acquisition requirement and not a development land use, thus should not be counted towards certain requirements or calculations for this PUD. It is, however, a part of the official rezoning, thus must be acknowledged in the PUD.

## **BERWICK ESTATES PUD**

5. **Land Use Parcel G:** The intent of this parcel is to be reserved for future NE 38<sup>th</sup> Street right-of-way. This ROW is specifically excluded from the other PUD areas since it is a special acquisition requirement and not a development land use, thus should not be counted towards certain requirements or calculations for this PUD. It is, however, a part of the official rezoning, thus must be acknowledged in the PUD.
6. **Future Development Area:** The intent of this designation is to attempt to master plan the entire properties owned by the applicant at the time of this PUD writing. The 'FDA' is not intended to be a part of the official PUD and rezoning processes due to portions of the 'FDA' not being annexed into the City of Ankeny as of the time of this writing. It is anticipated that the 'FDA' will be rezoned to "straight" R-1 or R-2 zoning and calculations herein reflect this assumption. It is acknowledged that this PUD may require revisions (specifically regarding alternate parkland dedication arrangements) if the future rezoning request for the 'FDA' is for a different classification than R-1 or R-2 .

### **SECTION 13 - GENERAL LANDSCAPE STANDARDS**

1. All areas not covered by building or paving shall be landscaped with turf grass, prairie grass, plant beds, shrubs, and/or trees in accordance with open space and landscaping requirements set forth the City Zoning Ordinance.
2. It is anticipated that the Restrictive Covenants will provide specific requirements on individual lots in regard to landscaping requirements. Such requirements would be implemented in an effort to create a canopy of overstory trees decades after development is completed. Specific requirements and species would be specified in the Restrictive Covenants.
3. 25' Buffer Easements are proposed along NE Berwick Drive and future NE 38<sup>th</sup> Street. These easements will be allowed to overlap PUEs and Gas Easements. No fences or sheds are allowed within the Buffer Easements. Tree/buffer requirements per Ankeny City code are to be within the Buffer Easements.

### **SECTION 14 - ARCHITECTURE AND SITE DESIGN REGULATIONS**

1. All structures shall comply with the City's architectural standards set forth in the City Zoning Ordinance.
2. All structures shall comply with the Restrictive Covenants as prepared with each respective phase of development.
3. Exhibit B includes general examples of the expectations of architectural character of the structures within Berwick Estates.
4. Side-by-side usage of the exact same frontage elevation for a single-family home shall be avoided where practical. For the sake of clarity, this requirement will not apply to duplex-style homes.

### **SECTION 15 - SIGNAGE** All signage shall be in compliance with the City Zoning Code regulations.

### **SECTION 16 - DEFINITION** The term "Developer" for the purpose of the Ordinance, shall mean any person, individual, firm, partnership, association, corporation, estate, trust, entity, or agent or same acting or proposing to subdivide land, improve or develop land including grading or installation of utilities, or plat a Land Use Area Parcel (or fractional part therein) within the PUD by improving or grading the parcel, installing utilities, or for the construction of a building or buildings or amenities.

### **SECTION 17 - VIOLATIONS AND PENALTIES** Any person who violates the provision of this Ordinance upon conviction shall be punished as set forth in the Municipal Code of the City of Ankeny, Iowa.

## **BERWICK ESTATES PUD**

**SECTION 18 - OTHER REMEDIES** In addition to the provisions set out in Violation and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

**SECTION 19 - REPEALER** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 20 - SEVERABILITY CLAUSE** In any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 21 - EFFECTIVE DATE** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

### **APPENDICIES:**

- Appendix A – Rezoning Map Exhibit
- Appendix B – Berwick Estates Master Plan (pgs 1-12)
- Appendix C – Architectural Character

# Rezoning Exhibit

FOR  
**Berwick Estates PUD**  
Ankeny, Iowa



**Vicinity Sketch**  
Scale: 1" = 1,000'

## Owner / Developer

Berwick Holdings LLC  
1615 SW Main Street, Ste 207  
Ankeny, Iowa 50023

## Zoning

Existing - R-1 (103.98 acres)

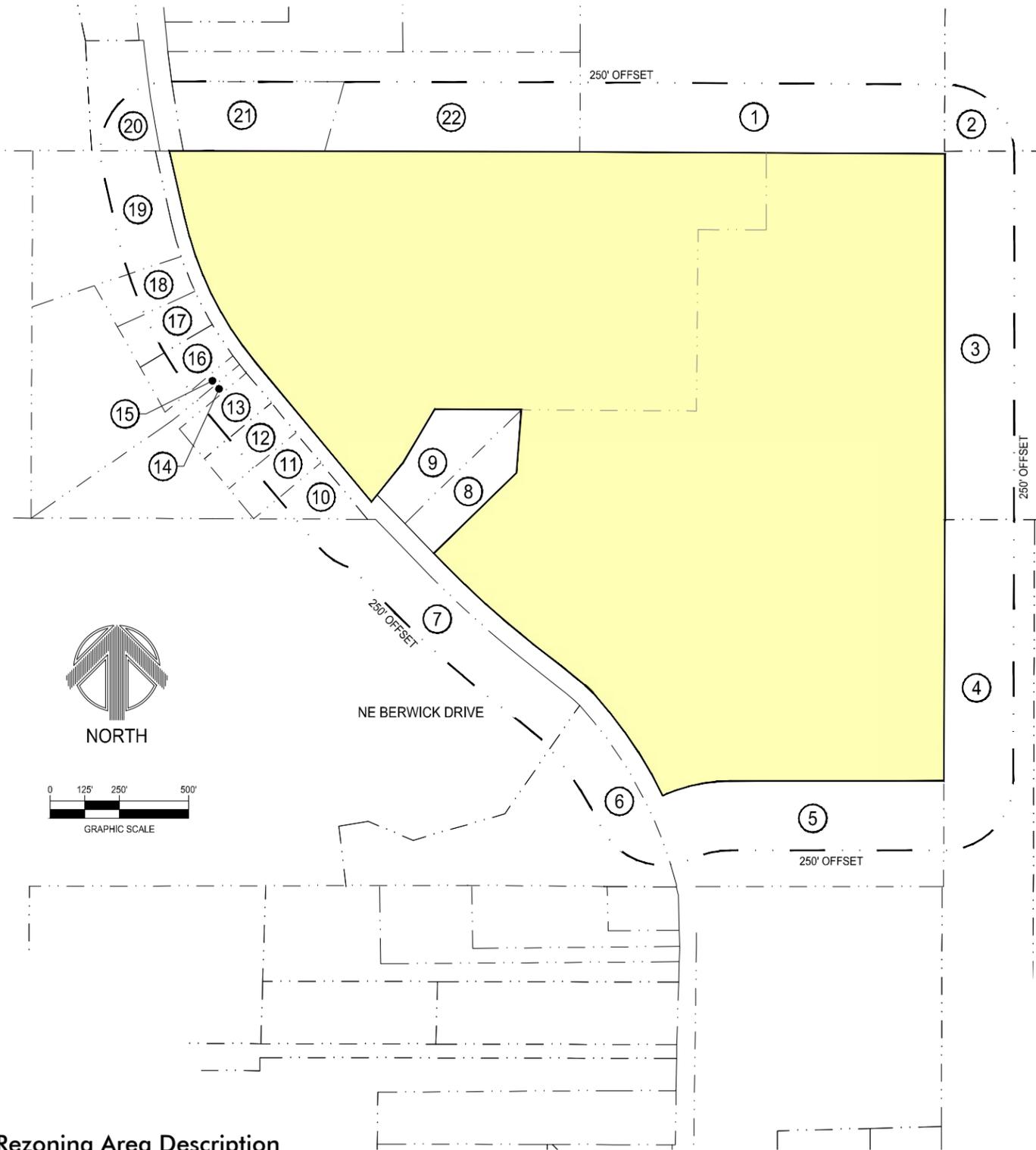
Proposed - Berwick PUD (103.98 acres)

## Rezoning Table

Parcel Number	Name of Property Owner	Legal Description	Parcel Number	Mailing Address	Total Area of Property	Area within 250' of rezoning	% of Area within 250' of rezoning
1	Roy & Florence Bishop	HE 1/4 NE 1/4 LESS 1.58 A RD SEC 32-80-23	8023-32-226-001	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,673,575 sf	329,269 sf	13.6%
2	Roy & Florence Bishop	NW 1/4 NW 1/4 LESS 1.58 A RD SEC 33-80-23	8023-33-100-001	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,673,575 sf	47,153 sf	2.0%
3	Roy & Florence Bishop	W 1/2 S 1/2 NW 1/4 SEC 33-80-23	8023-33-100-004	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,742,400 sf	331,737 sf	13.7%
4	Jerry M Bishop	W 1/2 W 1/2 W 1/2 SW 1/4 LESS .25A RD SEC 33-80-23	8023-33-300-005	4050 NE 78TH AVE ANKENY, IA 50021-9382	860,310 sf	284,344 sf	11.8%
5	Berwick Holdings LLC	OUTLOT X DRA ACRES PLAT 1	8023-32-426-001	1615 SW MAIN ST STE 207 ANKENY, IA 50023-7261	3,115,689 sf	242,940 sf	10.0%
6	Wesley Investments INC	LTS 5 & 6 PAGUIA COMPOUND PLAT 1	8023-32-400-023	7252 NE BERWICK DR ANKENY, IA 50021-9258	394,236 sf	101,743 sf	4.2%
7	Third and Collins Properties LLC	EX BEG 1332F N & 955F W OF SE COR OF SEC THIN W 1214F HW 221F NE 110 5F SE 175F NELY 828F TO W LN OF HWY SELY 754F TO POB. N 1/2 SE 1/4 W OF RD & LESS RD SEC 32-80-23	8023-32-400-001	2601 SW 35TH ST ANKENY, IA 50023-6203	1,267,596 sf	210,274 sf	8.7%
8	Scott Stephenson Aubrey Jungen	LOT 2 DRA ACRES PLAT 1	8023-32-252-002	7393 NE BERWICK DR ANKENY, IA 50021-9259	75,157 sf	75,157 sf	3.1%
9	Richard and Marlis Backus	LOT 1 DRA ACRES PLAT 1	8023-32-252-001	7403 NE BERWICK DR ANKENY, IA 50021-9260	88,266 sf	88,266 sf	3.7%
10	Harold Tyler, Thomas Tyler, Bradley Johnson	LOT 1 OAKWOOD HEIGHTS	8023-32-176-010	1211 NE 31ST ST ANKENY, IA 50021-6694	41,599 sf	35,966 sf	1.5%
11	Tyler Thomas	LOT 2 OAKWOOD HEIGHTS	8023-32-176-009	1211 NE 31ST ST ANKENY, IA 50021-6694	44,082 sf	28,059 sf	1.2%
12	Bradley Johnson	LOT 3 OAKWOOD HEIGHTS	8023-32-176-008	7470 NE BERWICK DR ANKENY, IA 50021-9260	44,082 sf	28,000 sf	1.2%
13	Bradley Johnson	LOT 4 OAKWOOD HEIGHTS	8023-32-176-007	7470 NE BERWICK DR ANKENY, IA 50021-9260	44,082 sf	28,000 sf	1.2%
14	Bradley Johnson	LOT 5 OAKWOOD HEIGHTS	8023-32-176-006	7470 NE BERWICK DR ANKENY, IA 50021-9260	154,507 sf	7,820 sf	0.3%
15	Tyler Thomas	LOT 6 OAKWOOD HEIGHTS	8023-32-176-002	1211 NE 31ST ST ANKENY, IA 50021-6694	269,723 sf	8,012 sf	0.3%
16	Tyler Thomas	LOT 7 OAKWOOD HEIGHTS	8023-32-176-005	1211 NE 31ST ST ANKENY, IA 50021-6694	49,092 sf	30,207 sf	1.2%
17	Wayne and Robyn Biehl	LOT 8 OAKWOOD HEIGHTS	8023-32-176-004	7514 NE BERWICK DR ANKENY, IA 50021-9230	45,738 sf	29,091 sf	1.2%
18	Elizabeth and Derek Peterson	LOT 9 OAKWOOD HEIGHTS	8023-32-176-003	7534 NE BERWICK DR ANKENY, IA 50021-9230	48,046 sf	29,092 sf	1.2%
19	Andrew and Rhonda Swanson	LOT 10 OAKWOOD HEIGHTS	8023-32-176-001	7560 NE BERWICK DR ANKENY, IA 50021-9230	233,177 sf	84,842 sf	3.5%
20	Jeremy Brandt	BEG SE COR THIN W 280.67F N 396.19F E 244.14F SELY 400.08F TO POB PRT E 27.5A N 1.2 HW 1/4 LYG W OF CL NE BERWICK DR LESS .293A RD SEC 32-80-23	8023-32-126-008	7630 NE BERWICK DR ANKENY, IA 50021-9262	89,602 sf	35,185 sf	1.5%
21	Curtis and Linda Waite	LOT 1 FOURMILE WOODS PLAT 2	8023-32-201-010	7621 NE BERWICK DR ANKENY, IA 50021-9262	1,40,873 sf	1,40,873 sf	5.8%
22	Jeffery and Karen Glock	LOT 2 FOURMILE WOODS PLAT 2	8023-32-201-014	7645 NE BERWICK DR ANKENY, IA 50021-9262	385,462 sf	221,506 sf	9.2%

### ZONING TABLE NOTES:

- 1) RIGHT-OF-WAY AREA IS NOT INCLUDED
- 2) CITY OF ANKENY OWNED PROPERTY THAT IS NOT ROW IS INCLUDED (IE, PARKLAND, GREENBELTS, ETC.)
- 3) OWNERSHIP INFORMATION PROVIDED VIA POLK COUNTY GIS AS OF 12/12/2023
- 4) AREA WITHIN 250' OF REZONING IS PROVIDED BASED ON GIS PARCEL LINE DATA



## Rezoning Area Description

An irregular tract of land in the Southeast Quarter and Northeast Quarter of Section 32, Township 80 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa, consisting of Parcel "O" of said Section 32, as shown on the Plat recorded in Book 15089, Page 430 in the Office of the Polk County Recorder, and Outlot 'X' in DRA Acres Plat 1, an Official Plat, as shown on the Plat recorded in Book 15393, Pages 121 through 134 in the Office of the Polk County Recorder, more particularly described as follows:  
Beginning at the North Sixteenth Corner between said Section 32 and Section 33, Township 80 North, Range 23 West of the 5th/ Principal Meridian, Polk County, Iowa; thence S0°02'44"W along the east line of said Section 32, 1322.51 feet to the East Quarter Corner of said Section 32; thence S0°11'23"W continuing along the east line of said Section 32, 936.31 feet; thence departing said east line, S90°00'00"W, 771.86 feet; thence southwesterly 200.44 feet along a 580.01-foot radius curve, said curve having a chord of 199.45 feet bearing S80°05'59"W; thence S70°11'58"W, 33.12 feet; thence S63°47'05"W, 17.00 feet to the easterly right-of-way line of Berwick Drive; thence northwesterly 448.73 feet along a 1594.16-foot radius curve, said curve having a chord of 447.25 feet bearing N34°16'45"W; thence northwesterly 38.55 feet along a 283.00-foot radius curve, said curve having a 38.52-foot chord bearing N46°22'15"W; thence N50°14'05"W, 39.79 feet; thence northwesterly 67.29 feet along a 2033.00-foot radius curve, said curve having a chord of 67.29 feet bearing N51°06'34"W; thence N51°59'32"W, 130.76 feet; thence northwesterly 65.18 feet along a 1967.00-foot radius curve, said curve having a chord of 65.18 feet bearing N51°05'13"W; thence N49°56'53"W, 58.49 feet; thence northwesterly 309.96 feet along a 2967.00-foot radius curve, said curve having a chord of 309.82 feet bearing N47°12'13"W; thence N43°56'07"W, 55.40 feet to the southernmost corner of Lot 2 in said DRA Acres Plat 1; thence departing said east right-of-way line and continuing along the southerly line of said Lot 2, N45°51'34"E, 415.00 feet to the southeasterly corner of said Lot 2; thence N4°38'12"E along the easterly line of said Lot 2, 228.29 feet to the northeast corner of Lot 1 of said DRA Acres Plat 1, also being a point on the southerly line of said Parcel "O"; thence N89°36'54"W along the north line of said Lot 1, 312.53 feet; thence S30°57'41"W along the westerly line of said Lot 1, 228.09 feet; thence S39°09'08"W along said westerly line, 178.08 feet; thence departing said westerly line Lot 1 and continuing along the westerly line of said Parcel "O" N39°43'08"W, 652.19 feet; thence continuing along the westerly line of said Parcel "O", 587.94 feet along a 1246.09-foot radius curve, said curve having a chord of 582.50 feet bearing N26°13'45"W; thence continuing along said westerly line N12°43'06"W, 245.69 feet to the northwest corner of said Parcel "O"; thence S89°55'08"E along the north line of said Parcel "O", 160.30 feet to the Center-North Sixteenth Corner of said Section 32; thence continuing along said north line S89°53'03"E, 1321.27 feet to the Northeast Sixteenth Corner of said Section 32; thence continuing along the north line of said Parcel "O" S89°40'42"E, 1318.73 feet to the point of beginning.  
Described tract of land contains 103.98 acres (4,529,337 square feet), including 1.11 acres of right-of-way (48,545 square feet).  
Subject to any and all easements and restrictions of record.



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## REZONING EXHIBIT



## BERWICK ESTATES PUD

ANKENY, IA  
2023000306  
NOVEMBER 3, 2023

REVISIONS  
12/8/2023  
12/12/2023

ENGINEER: J. BECKER  
DRAWN BY: J. BECKER

CHECKED BY: J. BECKER  
FIELD BOOK NO.

DRAWING NO. RZ-01  
SHEET NO. 1 / 1

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# BERWICK ESTATES PUD MASTER PLAN

**Owner / Developer**

Berwick Holdings LLC  
1615 SW Main Street, Ste 207  
Ankeny, IA 50023  
Attn: Eric Bohnenkamp  
(712) 540-3756

**Engineer / Designer**

McClure Engineering Company  
1360 NW 121st Street  
Clive, IA 50325  
Attn: Jake Becker, PE  
(515) 964-1229

**Zoning**

Existing - R-1  
Proposed - Berwick Estates PUD

**NOTES**

1. THE INTENT OF THIS MASTER PLAN IS TO PROVIDE SUFFICIENT DETAIL SUCH THAT A TRADITIONAL PRELIMINARY PLAT IS NOT REQUIRED TO DEVELOP PORTIONS OF THIS PROPERTY THAT GENERALLY CONFORM TO THIS MASTER PLAN.
2. AREA DESIGNATED AS "FUTURE DEVELOPMENT" IS NOT A PART OF THIS OFFICIAL REZONING AND PUD DUE TO PORTIONS OF THE AREA NOT BEING ANNEXED INTO THE CITY OF ANKENY AS OF THE TIME OF THIS WRITING. CERTAIN CALCULATIONS INCLUDE THIS AREA IN AN ATTEMPT TO MASTER PLAN THE ENTIRE PROPERTIES OWNED BY THE APPLICANT. IT IS ANTICIPATED THAT THIS FUTURE DEVELOPMENT AREA WILL BE PROCURED SEPARATELY AND WILL REQUIRE SEPARATE APPROVALS, INCLUDING REZONING AND PRELIMINARY PLAT.
3. THE GRAPHICAL RENDERING PROVIDED ON THIS SHEET IS CONCEPTUAL IN NATURE AND INTENDED TO DEMONSTRATE THE GENERAL CHARACTER OF THE DEVELOPMENT. FINAL LAYOUT, CONFIGURATION, AND PRODUCT TYPE MAY REASONABLY DEVIATE FROM THIS PLAN.
4. LAYOUT OF THE CITY PARK DEDICATION IS CONCEPTUAL AND SHOULD NOT BE CONSTRUED AS A PROPOSAL FOR THESE AREAS.
5. THIS DEVELOPMENT WILL REQUIRE CERTAIN ROW DEDICATIONS AS PRESENTED IN THIS PLAN. SAID DEDICATIONS WILL OCCUR WITH RESPECTIVE FINAL PLAT(S) ADJACENT TO THE DEDICATION AREA(S).
6. LOT NUMBERING IS BROKEN OUT BY LAND USE PARCEL FOR SIMPLICITY AND REVIEWABILITY. EACH PLAT SHALL CONTAIN ITS OWN TRADITIONAL NUMBERING NOMENCLATURE AS PART OF ITS FINAL PLAT.
7. BUFFER EASEMENTS SHALL MEET TREE/BUFFER REQUIREMENTS AS DIRECTED BY THE CITY.
8. PROPOSED UTILITY LAYOUTS SHOWN ARE PRELIMINARY AND SUBJECT TO MODIFICATION WITH THE SUBMITTAL OF PUBLIC IMPROVEMENTS CONSTRUCTION DRAWINGS.
9. WATER VALVES ARE TO BE ADDED TO ISOLATE SECTIONS OF WATER MAIN DURING CONSTRUCTION DRAWINGS PHASE(S).
10. AREAS WHERE THERE IS DEFLECTION SHOWN IN WATER MAIN WILL BE ASSESSED DURING CONSTRUCTION DRAWINGS PHASE(S). BENDS MAY BE REQUIRED.
11. UTILITY POLES ALONG NE BERWICK DRIVE MAY NEED RELOCATED. EXACT POLES AND NEW LOCATIONS TO BE DETERMINED DURING CONSTRUCTION DRAWINGS PHASE(S).

SHEET LIST TABLE		
SHEET NO.	SHEET TITLE	SHEET DESCRIPTION
1	MP-01	MASTER PLAN
2	MP-02	PROPOSED LAND USE PLAN
3	EX-01	EXISTING CONDITIONS
4	GN-01	GENERAL LAYOUT NORTHWEST
5	GN-02	GENERAL LAYOUT NORTHEAST
6	GN-03	GENERAL LAYOUT SOUTHWEST
7	GN-04	GENERAL LAYOUT SOUTHEAST
8	GR-01	GRADING PLAN NORTHWEST
9	GR-02	GRADING PLAN NORTHEAST
10	GR-03	GRADING PLAN SOUTHWEST
11	GR-04	GRADING PLAN SOUTHEAST
12	GR-06	GRADING PLAN OVERALL

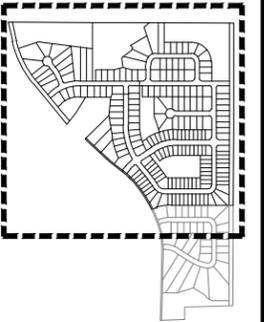


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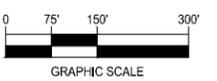
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**MASTER PLAN**



**BERWICK ESTATES  
MASTER PLAN &  
PRELIMINARY PLAT**

ANKENY, IA  
2023000306

ISSUANCE DATE:  
4/18/2024

ENGINEER  
**J. BECKER**

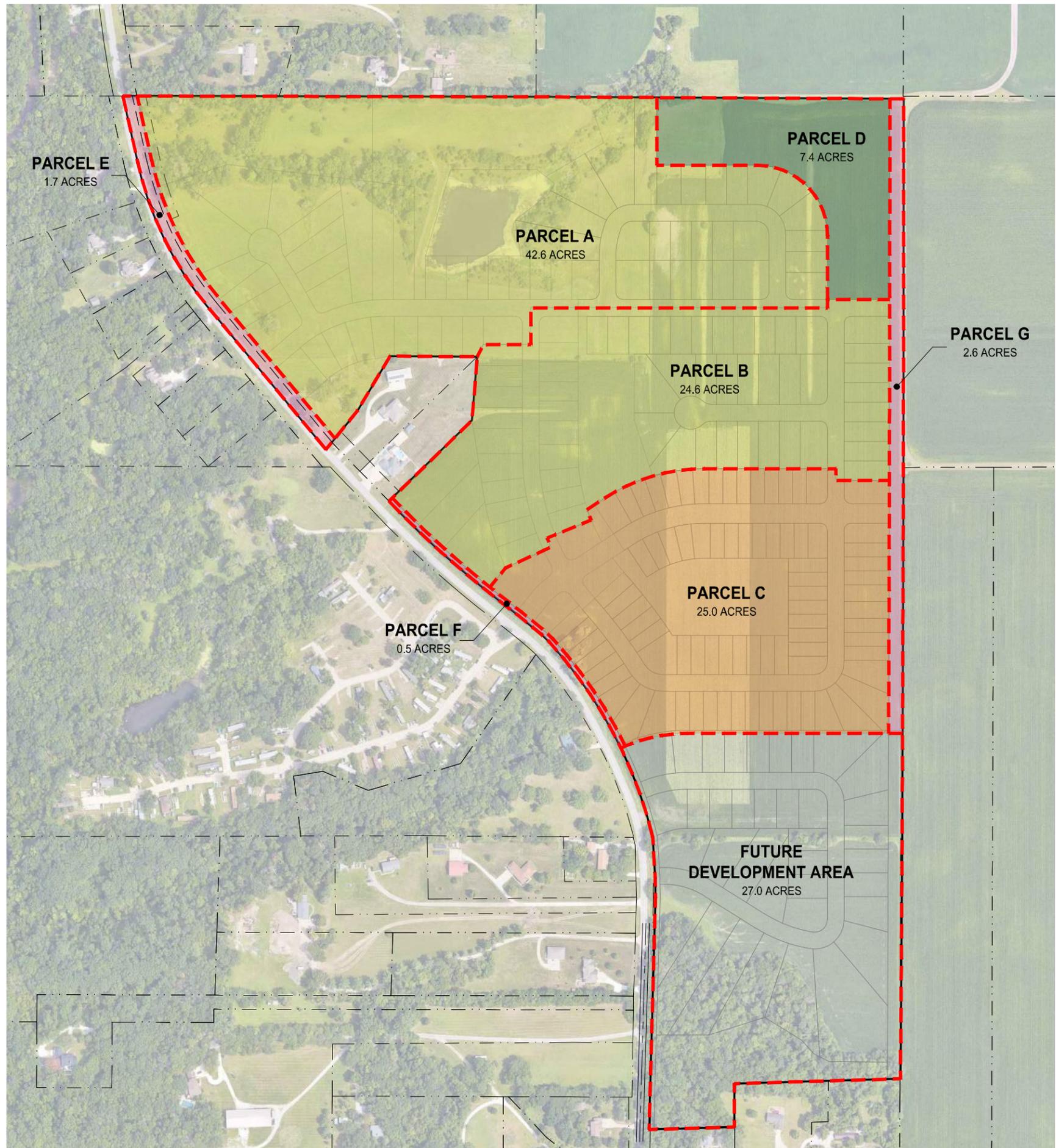
DRAWN BY  
**J. BECKER**

CHECKED BY  
**J. BECKER**

FIELD BOOK NO.

DRAWING NO. **MP-01** SHEET NO. **1 / 12**

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# BERWICK ESTATES PUD LAND USE PLAN



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## NOTES

1. ANTICIPATED ROW ACQUISITION FOR BERWICK DRIVE IS INCLUDED AS PARCELS E & F.
2. ANTICIPATED ROW ACQUISITION FOR NE 38TH STREET EXTENSION AND CONSTRUCTION IS INCLUDED AS PARCEL G.
3. THE FUTURE DEVELOPMENT AREA ("FDA") IS NOT INTENDED TO BE PART OF THIS REZONING AND PUD DUE TO PORTIONS OF THE FDA NOT BEING ANNEXED INTO THE CITY OF ANKENY AS OF THE TIME OF THIS WRITING. AN ANNEXATION APPLICATION HAS BEEN MADE AND ANNEXATION PROCESSES ARE ONGOING.
4. THE FDA IS INCLUDED IN CALCULATIONS TO ATTEMPT TO MASTER PLAN THE ENTIRE PROPERTIES OWNED BY THE APPLICANT AS OF THE TIME OF THIS PUD AND REZONING PROCESS. IT IS ANTICIPATED THAT THE FDA WILL BE REZONED TO 'STRAIGHT' R-1 OR R-2 ZONING, AND CALCULATIONS HEREIN REFLECT THIS ASSUMPTION. IT IS ACKNOWLEDGED THAT THIS PUD MAY REQUIRE REVISIONS IF THE ZONING REQUEST IS FOR A DIFFERENT CLASSIFICATION THAN R-1 OR R-2.
5. PARKLAND AREA IS GENERAL AND MAY NOT BE THE FINAL ACREAGE DEDICATED TO THE CITY. FINAL ACREAGE WILL BE DETERMINED DURING FINAL PLATTING OF RESPECTIVE AREAS. THE INTENT OF THIS MAP IS TO PROVIDE A GENERAL FRAMEWORK FOR PARKLAND DEDICATION AND/OR PAYMENT.
6. AREA INTERFACE LINES ARE BASED ON THE GRAPHICAL CONCEPT AND MAY REASONABLY ADJUST BASED ON FINAL LAYOUT PROPOSED DURING FINAL PLATTING STAGES.

## BULK REGULATIONS

SEE PUD TEXT FOR BULK REGULATION TABLES AND DISCUSSION

## DENSITY CALCULATIONS:

PARCEL	SIZE (ACRES)	MAXIMUM UNITS (UNITS)	MAXIMUM GROSS DENSITY (DU / ACRE)
A	42.6	62	1.46
B	24.6	58	2.36
C	25.0	87	3.48
D	7.4	0	0.00
E	1.7	0	0.00
F	0.5	0	0.00
G	2.6	0	0.00
<b>PUD TOTAL</b>	<b>104.4</b>	<b>207</b>	<b>1.98</b>
FDA*	27.0	37	1.37
<b>PLANNED TOTAL</b>	<b>131.4</b>	<b>244</b>	<b>1.86</b>

## LAND USE COMPARISON:

LAND USE TYPE	2040 COMPREHENSIVE LAND USE PLAN		PROPOSED MASTER PLAN	
	(ACRES)	(%)	(ACRES)	(%)
LDR	75.3	72%	67.2	64%
MDR	0	0%	25.0	24%
HDR	0	0%	0.0	0%
COMMERCIAL / MIXED	0	0%	0.0	0%
ROW DEDICATION	0	0%	4.8	5%
OPEN SPACE	29.1	28%	7.4	7%
<b>PUD TOTAL</b>	<b>104.4</b>	<b>100%</b>	<b>104.4</b>	<b>100%</b>

## PARKLAND DEDICATION CALCULATION:

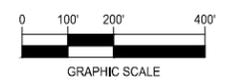
LAND USE PARCEL	LAND USE	AREA (ACRES)	PARKLAND REQUIRED (%)	PARKLAND REQUIRED (ACRES)
A	LDR	42.6	5%	2.1
B	LDR	24.6	5%	1.2
C	MDR	25.0	10%	2.5
D	PARKLAND	7.4	0%	0.0
E	ROW	1.7	0%	0.0
F	ROW	0.5	0%	0.0
G	ROW	2.6	0%	0.0
FDA*	LDR	27.0	5%	1.4
<b>TOTAL PARKLAND REQUIRED:</b>				<b>7.2</b>

\*FDA = FUTURE DEVELOPMENT AREA

## PROPOSED LAND USE PLAN



NORTH



## BERWICK ESTATES MASTER PLAN & PRELIMINARY PLAT

ANKENY, IA  
2023000306

ISSUANCE DATE:  
4/18/2024

ENGINEER  
**J. BECKER**

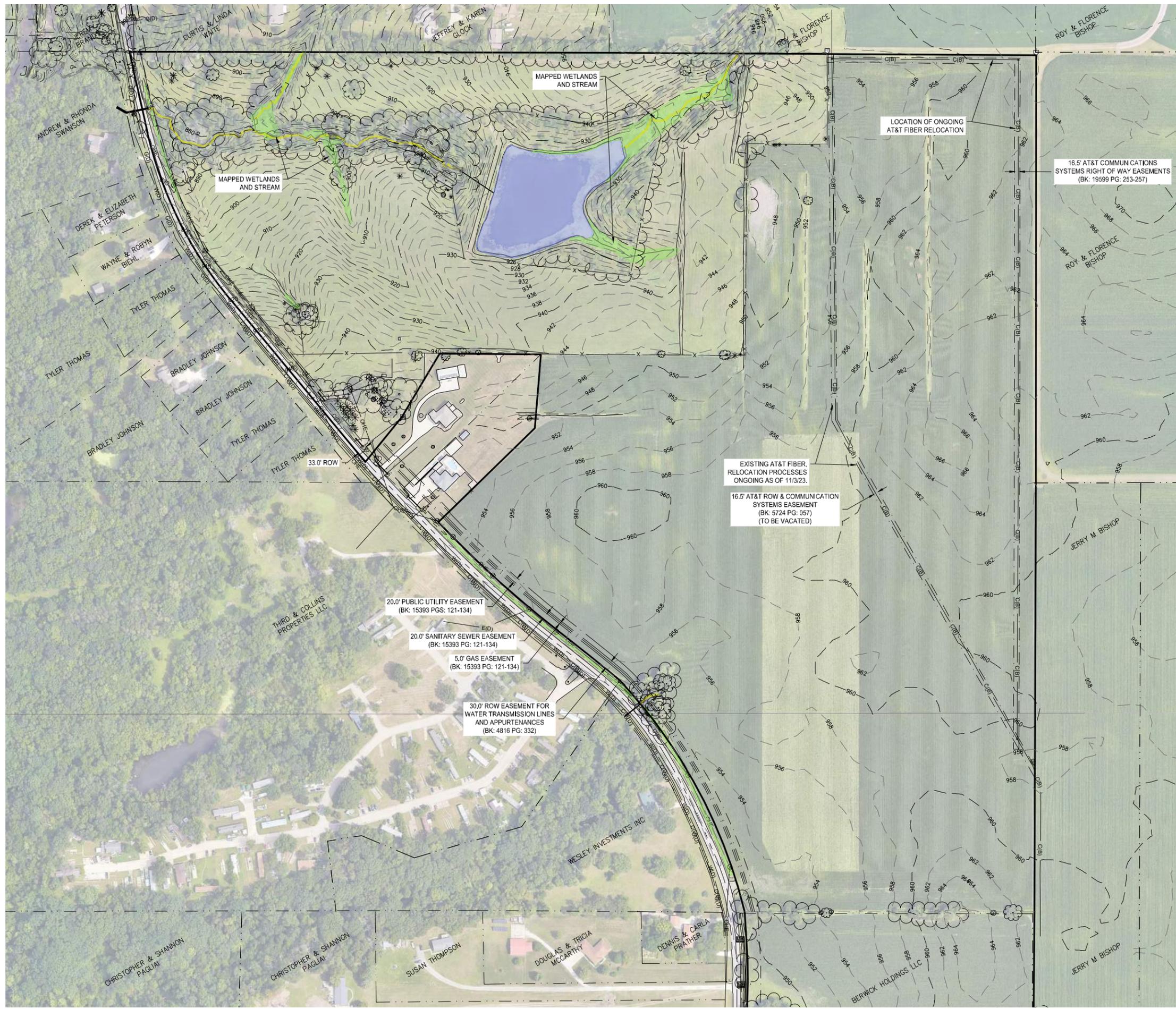
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**J. BECKER**

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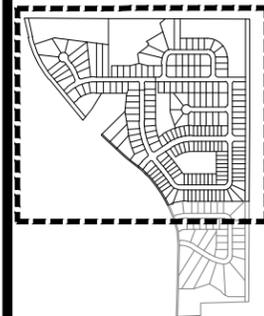
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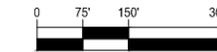
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**EXISTING CONDITIONS**



**NORTH**



GRAPHIC SCALE

**BERWICK ESTATES  
MASTER PLAN &  
PRELIMINARY PLAT**

ANKENY, IA  
2023000306

ISSUANCE DATE:  
4/18/2024

ENGINEER  
**J. BECKER**

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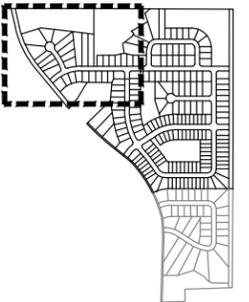
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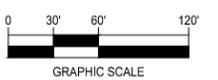
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GENERAL LAYOUT  
NORTHWEST



BERWICK ESTATES  
MASTER PLAN &  
PRELIMINARY PLAT

ANKENY, IA  
2023000306

ISSUANCE DATE:  
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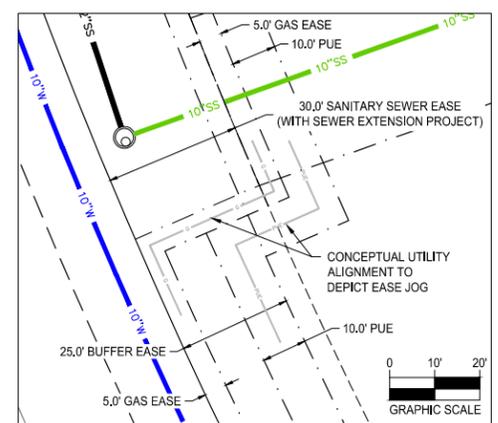
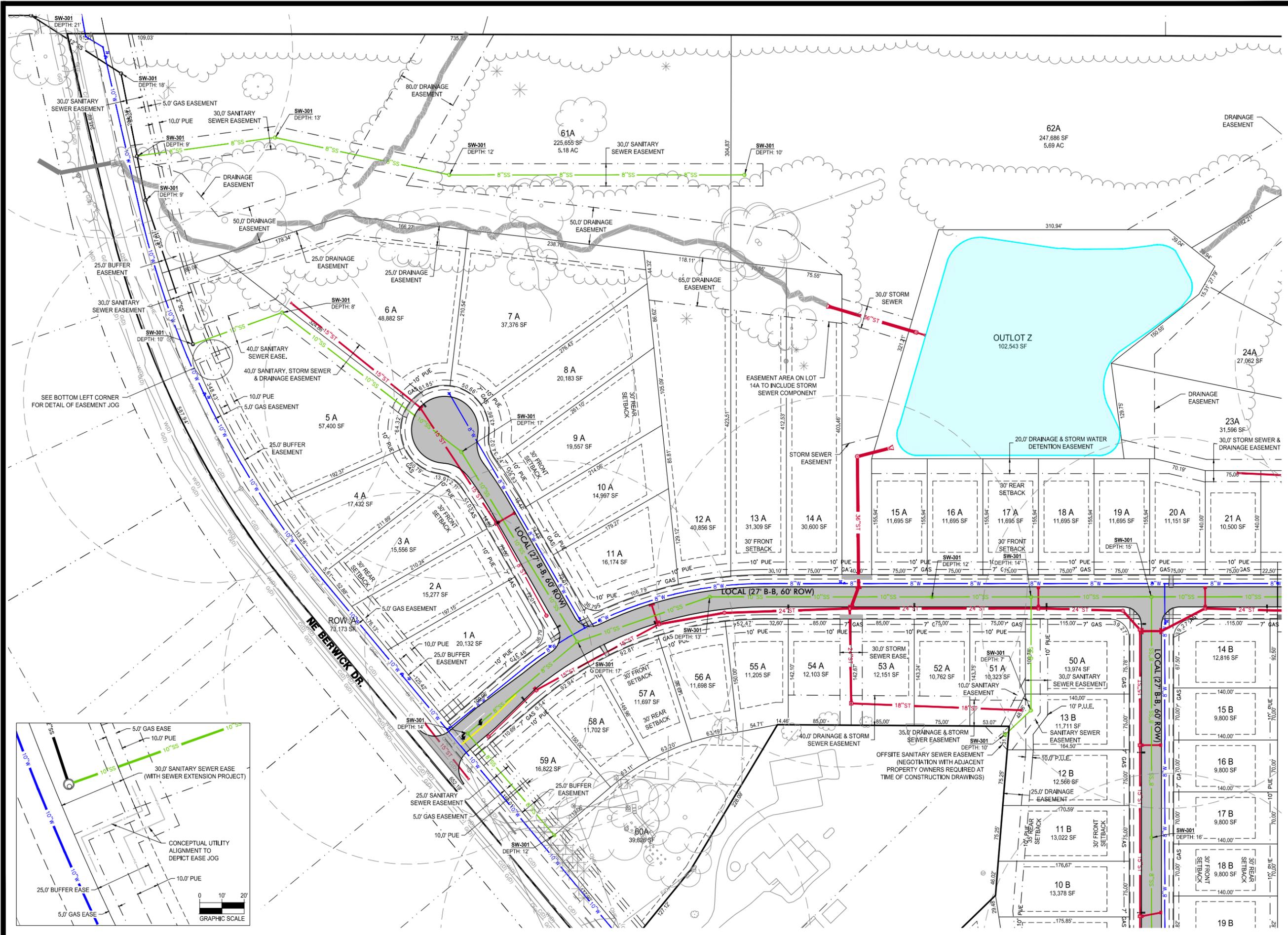
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J. BECKER

CHECKED BY  
J. BECKER

FIELD BOOK NO.

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SHEET NO. 4 / 12



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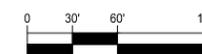
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GENERAL LAYOUT  
SOUTHWEST



NORTH



GRAPHIC SCALE

BERWICK ESTATES  
MASTER PLAN &  
PRELIMINARY PLAT

ANKENY, IA  
2023000306

ISSUANCE DATE:  
4/18/2024

ENGINEER  
J. BECKER

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J. BECKER

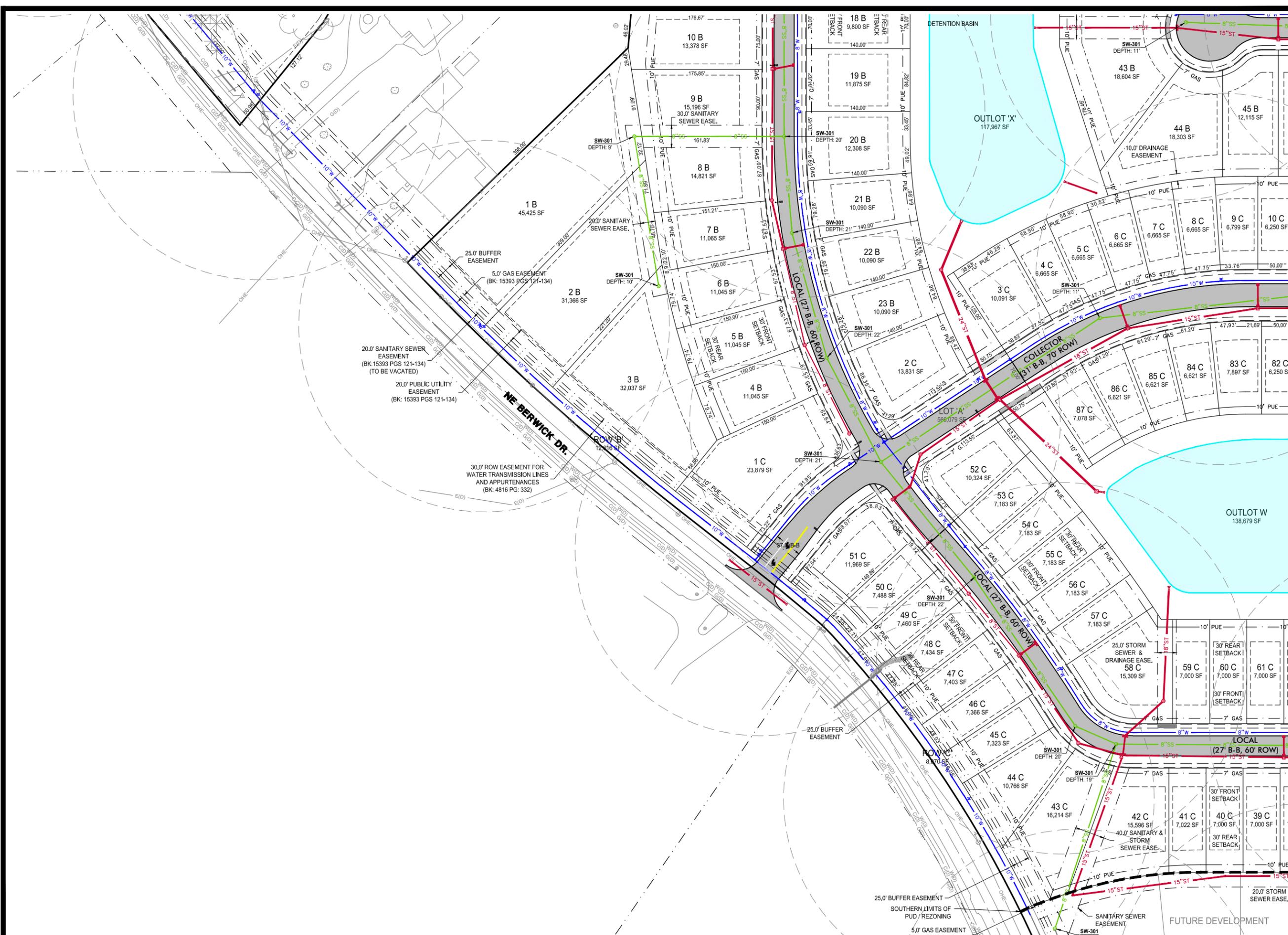
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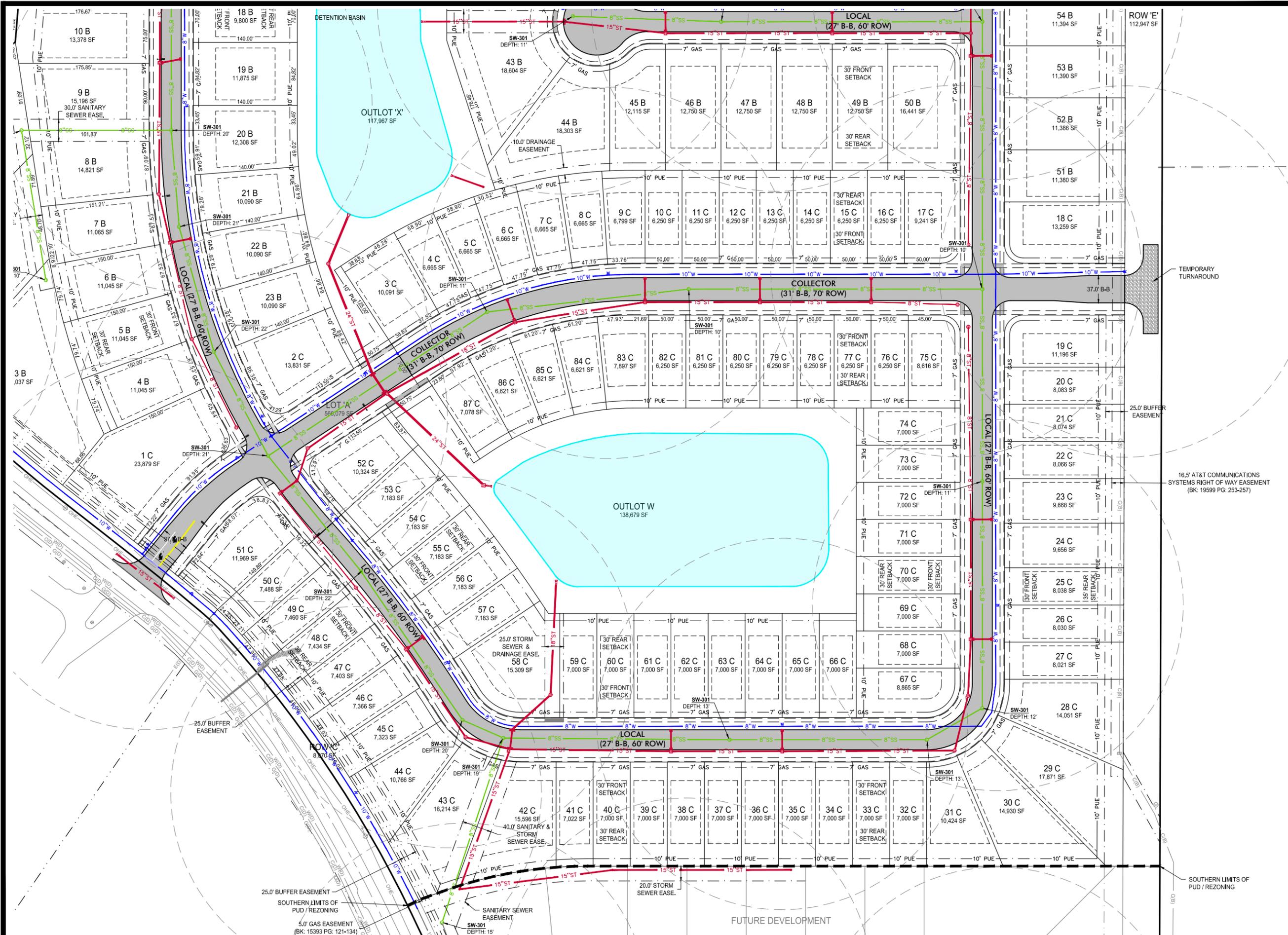
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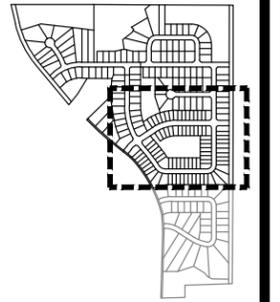


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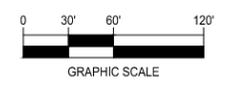
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**GENERAL LAYOUT  
SOUTHEAST**



**BERWICK ESTATES  
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PRELIMINARY PLAT**

ANKENY, IA  
2023000306

ISSUANCE DATE:  
4/18/2024

ENGINEER  
**J. BECKER**

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**J. BECKER**

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**J. BECKER**

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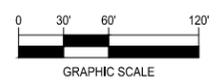
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**GRADING PLAN  
NORTHWEST**



**BERWICK ESTATES  
MASTER PLAN &  
PRELIMINARY PLAT**

ANKENY, IA  
2023000306

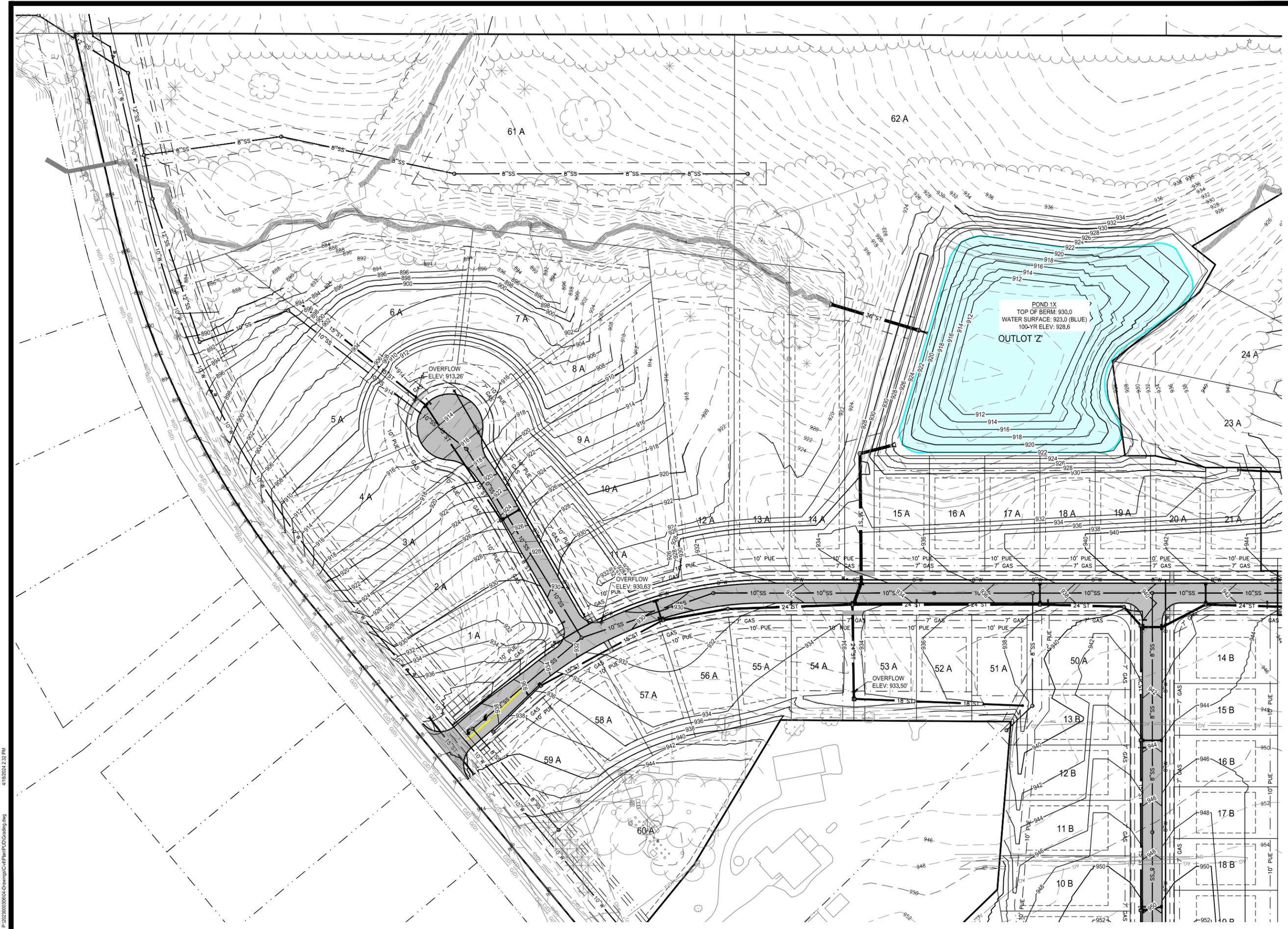
ISSUANCE DATE:  
4/18/2024

ENGINEER  
J. BECKER  
CHECKED BY  
J. BECKER

DRAWN BY  
J. BECKER  
FIELD BOOK NO.

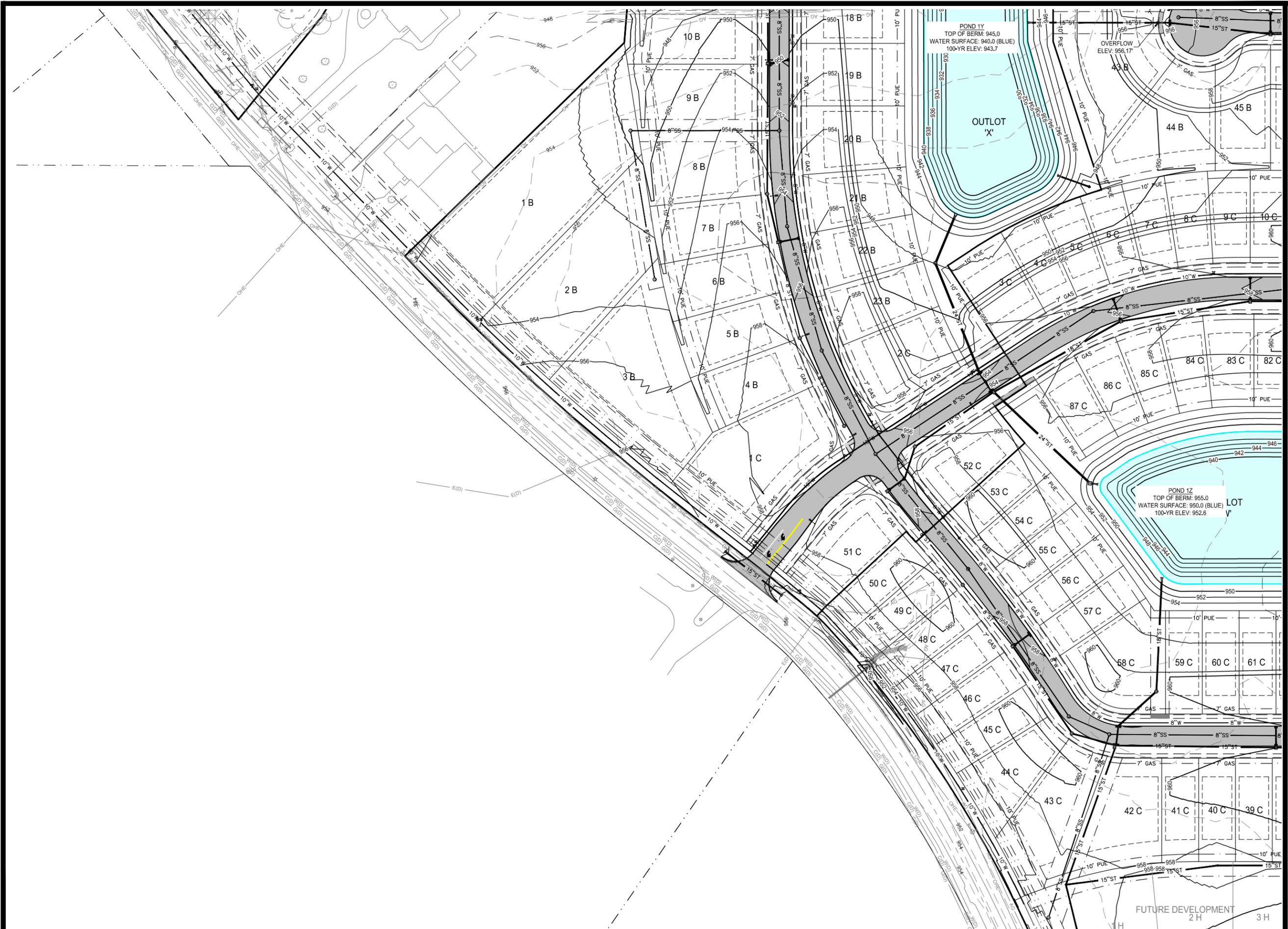
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**GR-01**

SHEET NO.  
**8 / 12**



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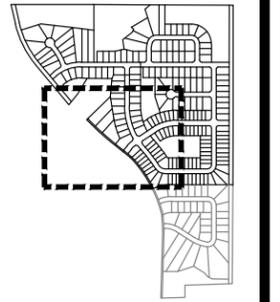


building strong communities.

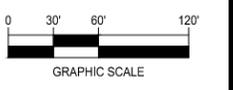
1360 NW 121st. Street  
 Clive, Iowa 50325  
 515-964-1229  
 fax 515-964-2370

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**GRADING PLAN  
 SOUTHWEST**



**BERWICK ESTATES  
 MASTER PLAN &  
 PRELIMINARY PLAT**

ANKENY, IA  
 2023000306

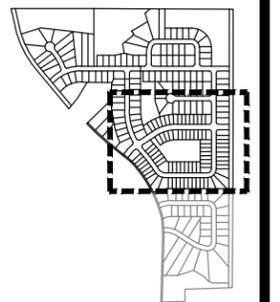
ISSUANCE DATE:  
 4/18/2024

ENGINEER J. BECKER	DRAWN BY J. BECKER
CHECKED BY J. BECKER	FIELD BOOK NO.
DRAWING NO. GR-03	SHEET NO. 10 / 12

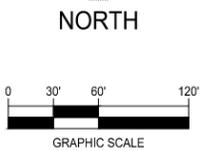
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**GRADING PLAN  
SOUTHEAST**



**BERWICK ESTATES  
MASTER PLAN &  
PRELIMINARY PLAT**

ANKENY, IA  
2023000306

ISSUANCE DATE:  
4/18/2024

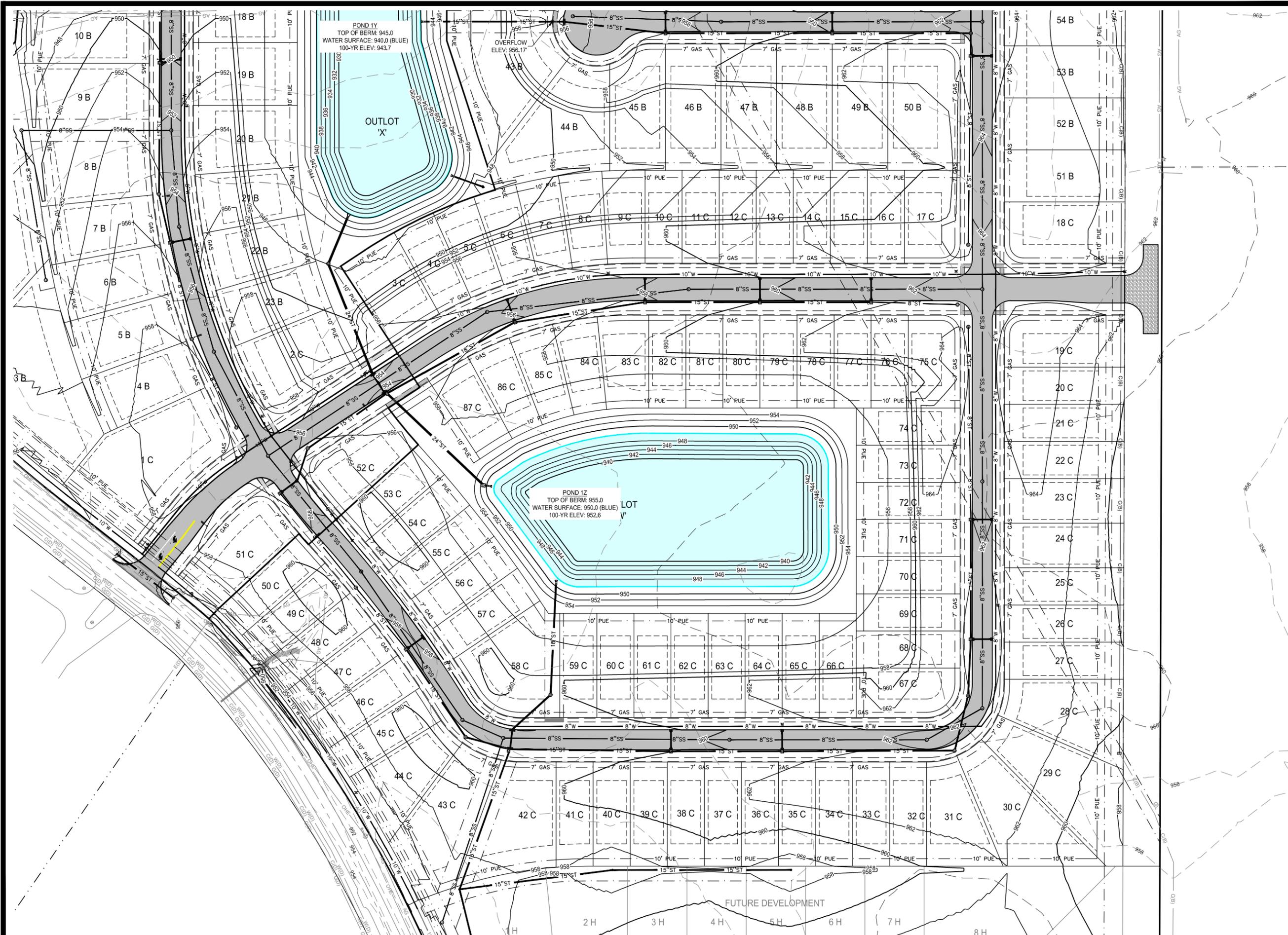
ENGINEER  
**J. BECKER**

DRAWN BY  
**J. BECKER**

CHECKED BY  
**J. BECKER**

FIELD BOOK NO.

DRAWING NO. **GR-04** SHEET NO. **11 / 12**



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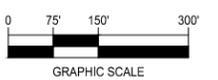
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**GRADING PLAN  
OVERALL**



**NORTH**



**BERWICK ESTATES  
MASTER PLAN &  
PRELIMINARY PLAT**

ANKENY, IA  
2023000306

ISSUANCE DATE:  
4/18/2024

ENGINEER  
**J. BECKER**

CHECKED BY  
**J. BECKER**

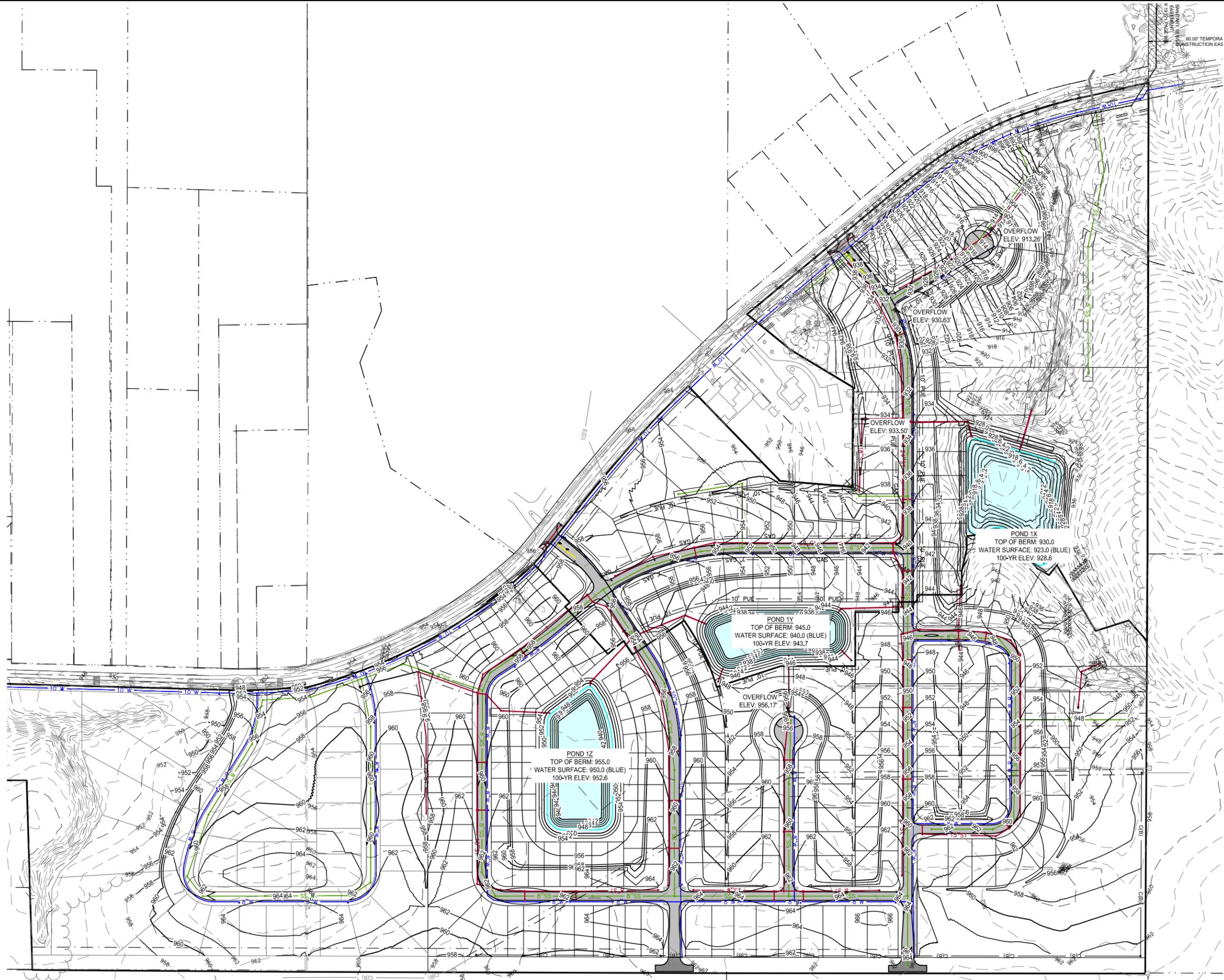
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**J. BECKER**

FIELD BOOK NO.

DRAWING NO.  
**GR-05**

SHEET NO.  
**12 / 12**

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N



1 inch = 1,096 feet

Date: 3/5/2024

### Berwick Estates PUD Rezoning Aerial Map



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

Approval of official council actions of the regular meeting of April 15, 2024, 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:

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 [Minutes](#)

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

Monday, April 15, 2024 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 Jeff Perry and Joe Ruddy were in attendance. Council Members Bobbi Bentz, Todd Shafer, and Kelly Stearns joined the meeting electronically. City Manager David Jones and City Attorney Amy Beattie were also present. Mayor Holm led in the Pledge of Allegiance.

### **APPROVAL OF AGENDA**

1. Council Member Perry moved, Ruddy seconded, to approve and accept the April 15, 2024 agenda without amendment. Ayes: 5.

### **PUBLIC HEARING**

1. PH 2024-24. Mayor Holm announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2024 Asphalt Street Resurfacing Program – SW Ordinance Road. Notice of this hearing was published in the Des Moines Register on the 29<sup>th</sup> day of March, 2024.

Mark Mueller, Public Works Director, reported that the project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordinance Road from just west of SW Westview Drive to approximately 150 feet west of SW Maple Street.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Ruddy moved, Perry seconded, to close public hearing 2024-24. Ayes: 5.

2. PH 2024-25. Mayor Holm announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the NE 36th Street and NE 38th Street Water Main Loop project. Notice of this hearing was published in the Des Moines Register on the 29th day of March, 2024.

Don Clark, Municipal Utilities Director, reported that the project is generally located on the north side of NE 36th Street from just east of NE Spectrum Drive to NE 38th Street and then south along the west side of NE 38th Street to NE 18th Street to connect to existing main.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Perry moved, Ruddy seconded, to close public hearing 2024-25. Ayes: 5.

3. PH 2024-26. Mayor Holm announced this is the time and place for a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024 by changing estimates of revenue and expenditure appropriations. There will be no increase in tax levies to be paid. Any increase in expenditures set out will be met from the increase of non-property tax revenues and cash balances not budgeted or considered in this current budget. Notice of this hearing was published in the Des Moines Register on the 3rd day of April 2024.

Jennifer Sease, Administrative Services Director, reported that the FY 2024 budget amendment includes the following changes: Amended revenues include increases in hotel/motel taxes, utility franchise taxes, interest income, capital grants, developer contributions and the timing of proceeds from the issuance of Water SRF Notes; Amended expenditures include increases related to inflation (e.g. costs of goods and services), hotel/motel tax commitments, public safety overtime, facility repairs and maintenance, vehicle and equipment repairs and maintenance and the timing of capital projects.

Mayor Holm then asked for any public comment regarding the proposed amendment. Hearing no comments, Council Member Ruddy moved, Perry seconded, to close public hearing 2024-26. Ayes: 5.

4. PH 2024-27. Mayor Holm announced this is the time and place for a public hearing on the proposed budget for Fiscal Year July 1, 2024 – June 30, 2025. Estimated tax levy per \$1,000 of regular property tax valuation \$9.90. Estimated tax levy per \$1,000 of agricultural land valuation \$3.00375. Notice of this hearing was published in the Des Moines Register on the 3<sup>rd</sup> day of April 2024.

David Jones, City Manager, reported that the fiscal year July 1, 2024 - June 30, 2025 property tax levy is proposed to remain at \$9.90 per \$1,000 of taxable valuation. Additional revenues are needed to maintain service levels, staff Fire Station No. 4, address significant inflation, and offset the cumulative impact of property tax legislation.

Mayor Holm then asked for any public comment regarding the proposed budget. Hearing no comments, Council Member Perry moved, Ruddy seconded, to close public hearing 2024-27. Ayes: 5.

## **APPROVAL OF CONSENT AGENDA**

### Minutes

1. Official council actions of the regular meeting of April 1, 2024, as published.
2. Receive and file minutes of the special meeting of April 1, 2024, as published.
3. Receive and file minutes of the Ankeny Cultural Arts Board meeting of January 29th, 2024.
4. Receive and file minutes of the Civil Service Commission meeting of February 12, 2024.
5. Receive and file minutes of the Zoning Board of Adjustment meeting of March 19, 2024.
6. Receive and file minutes of the Plan and Zoning Commission meeting of March 19, 2024.
7. Receive and file minutes of the Ankeny Economic Development Council meeting of November 4, 2022.

### Licenses and Permits

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

### Finance/Budget

9. Receive and file Financial Reports for March 2024.
10. Receive and file Building Permit Report for March 2024.
11. Receive and file Utility Billing Report for March 2024.
12. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$87,940.00 with Kirkham Michael & Associates, Inc. (KM), for construction services on the NE 62nd Street RCB Culvert over Tributary to Four Mile Creek Project.

13. Change Order #2 increasing the contract amount by \$3,456.25 to Absolute Concrete Construction, for construction services on the Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.
14. Change Order #1 increasing the contract amount by \$72,083.00 to Rognes Corporation, for construction services on the North Four Mile Creek Trunk Sewer Phase 2 project.
15. Change Order #1 increasing the contract amount by \$36,892.75 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
16. Payment #1 in the amount of \$20,201.75 to Absolute Concrete Construction, for construction services on the NW Northlawn Area Utility Improvements - Phase 3 project.
17. Payment #6 in the amount of \$172,306.25 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.
18. Payment #12 in the amount of \$2,388.50 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
19. Payment #1 in the amount of \$102,447.85 to Civil Design Advantage, LLC, for engineering services on the Westlawn Place Area Utility Improvements - Conceptual Design project.
20. Payment #9 in the amount of \$121,674.51 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction- NE 5th Street to Fourmile Creek project.
21. Payment #15 in the amount of \$15,643.65 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.
22. Payment #11 in the amount of \$5,925.00 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.
23. Payment #7 in the amount of \$4,770.00 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.
24. Payment #1 in the amount of \$41,613.75 to McClure Engineering Company, for construction engineering services on the SW Des Moines Street Utility Improvements project.
25. Payment #4 in the amount of \$10,500.00 to Romtec Companies, for construction services on the restroom facility at the Rally Complex.
26. Payment #12 in the amount of \$21,802.29 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.
27. Payment #14 in the amount of \$46,436.16 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
28. April 15, 2024 Accounts Payable by fund: General \$217,278; Parks Improvement \$317; Road Use Tax \$29,904; Library Foundation \$275; Solid Waste \$106,681; Water \$834,390; Sewer \$602,610; Storm Water \$8,246; Golf Course \$42,761; Enterprise Project \$182,474; Revolving \$27,261; Risk Management \$13,761; Health Insurance \$1,024; Capital Projects \$511,351; Payroll Totals \$1,377,828; Transfers/ACH (\$204,520); Agenda Payments Approved Separately (\$648,073); Grand Total \$3,103,568.
29. **RESOLUTION 2024-160** authorizing the purchase of an alerting system for Fire Station No. 4.
30. **RESOLUTION 2024-161** authorizing the purchase of a 2026 ambulance for the Fire Department.
31. **RESOLUTION 2024-162** authorizing the purchase of a 2025 Ford Police Utility AWD for the Fire Department in an amount not to exceed \$42,186.00.
32. **RESOLUTION 2024-163** adopting a schedule of fees and charges for certain rental inspection activities and rental license/registration duration as authorized by the City of Ankeny, Municipal Code.
33. **RESOLUTION 2024-164** establishing charges for curbside recycling services for the City of Ankeny, Iowa, effective July 1, 2024.
34. **RESOLUTION 2024-165** authorizing the implementation of a convenience or service fee on debit and credit card transactions.
35. **RESOLUTION 2024-166** adopting a schedule of fees and charges for certain police department services of the City of Ankeny, Iowa.

36. **RESOLUTION 2024-167** adopting a schedule of fees and charges for certain permit activities as authorized by the City of Ankeny, Municipal Code.
37. **RESOLUTION 2024-168** amending the schedule of charges and fees for certain Fire and Emergency Medical Services for the City of Ankeny, Iowa, effective July 1, 2024.

#### Personnel

38. Accept the Civil Service Commission certified lists for appointment to: Utilities Operator I and Engineering Technician II; subject to passing any further departmental requirements.
39. **RESOLUTION 2024-169** amending the City of Ankeny Employee Handbook.
40. Approve the new classification position descriptions recommended in the FY 2025 budget for the following positions: Civil Engineering Technician I, II & III, Administrative Assistant, Public Education Coordinator, Park Maintenance Assistant, Civil Engineer I - Traffic, Civil Engineer II - Traffic and Groundskeeper.
41. **RESOLUTION 2024-170** relating to the revision of the Travel and Training Policy and the Vehicle Use Policy of the Standard Administrative Policy and Procedures Manual.

#### Community Development

42. **RESOLUTION 2024-171** accepting final plat, letter of credit for seeding and silt fence, performance and maintenance bonds for public improvements, and platted easements for Kimberley Vilas Plat 2.
43. **RESOLUTION 2024-172** approving plans and specifications, and accepting contracts and performance and maintenance bonds for the construction of sanitary sewer and water main in Kimberley Vilas Plat 2.
44. Grant preliminary approval of Trestle Ridge Estates Plat 7 Final Plat subject to the applicant obtaining the required permits from the DNR & Army Corps before grading and/or construction operations are allowed to commence; and authorize 100% reimbursement in the amount of \$47,430 for 24-inch trunk sewer and City cost-participation in the amount of \$9,555 for 8' sidewalk along NW Reinhart Drive.
45. **RESOLUTION 2024-173** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Berwick Holdings, LLC., located south of SE Oralabor Road and east of NE Berwick Drive. (date of hrg: 5/6/24 @ 5:30 p.m.)
46. **RESOLUTION 2024-174** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, on a PUD amendment for certain property owned by Commerce Center, LLC., located south of SE 90th Street, west of NE 29th Street/SE Four Mile Drive, and north of Interstate 80. (date of hrg: 5/6/24 @ 5:30 p.m.)

#### Engineering

47. **RESOLUTION 2024-175** approving plans and specifications and accepting the contract, performance and maintenance bonds associated with the construction of sanitary sewer for the Berwick Estates Sanitary Sewer Extension project.
48. **RESOLUTION 2024-176** accepting a public sanitary sewer easement from Berwick Holdings, LLC, associated with Berwick Estates Sanitary Sewer Extension.
49. **RESOLUTION 2024-177** accepting public improvements in Lot 1, Vintage Business Park at Prairie Trail Plat 2 for utilities (sanitary sewer).

#### Capital Improvement Projects

50. **RESOLUTION 2024-178** approving contract and bonds with O & J Coatings in the amount of \$289,000.00 for the Magazine Ground Storage Reservoir Rehabilitation.
51. **SW State Street Fiber Optic Relocation**: Approve: a) Certificate of Completion; b) **RESOLUTION 2024-179** accepting the public improvement with Iowa Signal, Inc. in the

amount of \$257,606.40; and c) Final Payment in the amount of \$69,483.07; and Retainage Payment in the amount of \$12,880.32.

#### Administrative

52. **RESOLUTION 2024-180** authorizing public hearing on the 2024 Tobacco Compliance Check for Walgreens #7996, 2702 SE Delaware Ave January 23, 2024 – first violation (date of hrg: 5/20/24 @ 5:30 p.m.)
53. **RESOLUTION 2024-181** authorizing the Certificate of Termination of Development Agreement between the City of Ankeny, Iowa and Lutheran Church of Hope, Iowa for the Two Left Turn Lanes and One Right Turn Lane Constructed on NW 36th Street.
54. Approve the location of the Ankeny bicycle sign located along NW Irvinedale Drive at the Northwestern Trail Head and to reevaluate the materials and condition of the sculpture in July 2026.
55. Approve Master Service Agreement with CivicPlus for agenda and meeting management software and authorize the Mayor to sign Agreement.
56. **RESOLUTION 2024-182** approving an agreement between the City of Ankeny and the Ankeny Area Historical Society.
57. **RESOLUTION 2024-183** approving Senior Bond Issuance Certificate of Des Moines Metropolitan Wastewater Reclamation Authority Participating Community.

#### APPROVAL OF CONSENT AGENDA

1. Council Member Ruddy moved, second by Perry, to approve the recommendations for Consent Agenda Items CA-1 through CA-57. Ayes: Ruddy, Perry, Bentz, Shafer, Stearns.

#### LEGISLATIVE BUSINESS

##### Approval of Ordinances

1. **Ord 2166.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees. Council Member Ruddy moved, Perry seconded, to accept first consideration of ORDINANCE 2166. Ayes: Ruddy, Perry, Bentz, Shafer, Stearns.

#### NEW BUSINESS

1. Proposed 2024 Asphalt Street Resurfacing Program - SW Ordinance Road (PH 2024-24). Council Member Bentz moved, Perry seconded, to adopt 1) **RESOLUTION 2024-184** adopting plans, specifications, form of contract and estimate of cost \$399,708.00; 2) receive and file report of bids received April 9, 2024; 3) adopt **RESOLUTION 2024-185** making award of construction contract with OMG Midwest DBA Des Moines Asphalt and Paving in the amount of \$340,369.35; and 4) adopt **RESOLUTION 2024-186** approving contract and bonds with OMG Midwest DBA Des Moines Asphalt and Paving in the amount of \$340,369.35. Ayes: Bentz, Perry, Ruddy, Shafer, Stearns.
2. Proposed NE 36th Street & NE 38th Street Water Main Loop (PH 2024-25) Council Member Stearns moved, Perry seconded, to adopt 1) **RESOLUTION 2024-187** adopting plans, specifications, form of contract and estimate of cost \$1,676,470.00; 2) receive and file report of bids received April 9, 2024; and 3) adopt **RESOLUTION 2024-188** making award of construction contract with Granite Excavating in the amount of \$1,231,702.00. Ayes: Stearns, Perry, Bentz, Ruddy, Shafer.
3. Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2024 (PH 2024-26) Council Member Ruddy moved, Perry seconded, to adopt **RESOLUTION 2024-158** amending

the current budget for fiscal year ending June 30, 2024. Ayes: Ruddy, Perry, Bentz, Shafer, Stearns.

4. Proposed Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2024 - June 30, 2025 (PH 2024-27) Council Member Perry moved, Bentz seconded, to adopt **RESOLUTION 2024-159** adopting the proposed budget for fiscal year July 1, 2024 - June 30, 2025. Ayes: Perry, Bentz, Ruddy, Shafer, Stearns.
5. Amended FY 2024 Fund Transfers Council Member Ruddy moved, Perry seconded, to adopt **RESOLUTION 2024-189** approving amendment to fiscal year 2024 fund transfers. Ayes: Ruddy, Perry, Bentz, Shafer, Stearns.
6. FY 2025 Hotel/Motel Tax Distribution Council Member Bentz moved, Perry seconded, to adopt **RESOLUTION 2024-190** establishing the hotel/motel tax distribution for fiscal year 2025. Ayes: Bentz, Perry, Ruddy, Shafer, Stearns.
7. FY 2025 Fund Transfers Council Member Perry moved, Ruddy seconded, to adopt **RESOLUTION 2024-191** approving fiscal year 2025 fund transfers. Ayes: Perry, Ruddy, Bentz, Shafer, Stearns.
8. Personnel Changes Council Member Bentz moved, Stearns seconded, to adopt **RESOLUTION 2024-192** authorizing personnel changes approved in the Fiscal Year 2024 Budget Amendment and Fiscal Year 2025 Budget. Ayes: Bentz, Stearns, Perry, Ruddy, Shafer.
9. Proposed West 1st Street Widening and Improvements - Phase 2 Professional Services Agreement with Foth Infrastructure and Environment, LLC Council Member Bentz moved, Ruddy seconded, to approve the Professional Services Agreement with Foth Infrastructure and Environment, LLC for the survey, functional design, and preliminary design engineering services on the West 1st Street Widening and Improvements - Phase 2 project in an amount not to exceed \$746,690.00 and authorize the Mayor to execute said agreement. Ayes: Bentz, Ruddy, Perry, Shafer, Stearns.

## ADJOURNMENT

1. Meeting was adjourned at 6:08 p.m.

---

Michelle Yuska, City Clerk

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Mark E. Holm, Mayor

Published in the Des Moines Register on 4/26/24.



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

Approval of official council actions of the special meeting of April 29, 2024, 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:

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**MINUTES OF THE ANKENY CITY COUNCIL SPECIAL MEETING**

Monday, April 29, 2024

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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Mayor Holm called the meeting to order at 5:30 PM. Council Members present were Bobbi Bentz, Jeff Perry, Joe Ruddy, Todd Shafer, and Kelly Stearns. City Manager David Jones and City Attorney Erin Clanton were also present.

**APPROVAL OF AGENDA**

1. Council Member Perry moved, Bentz seconded, to approve and accept the April 29, 2024 without amendment. Ayes: 5.

**NEW BUSINESS:**

1. Council Member Stearns moved, second by Shafer, to go into Executive Session, pursuant to the provisions of Iowa Code Section 21.5, subparagraph (i) – “to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session.” Ayes: 5.

The executive session meeting adjourned at 5:41 PM

**ADJOURNMENT**

1. At 5:42 PM council adjourned the special meeting.

---

Michelle Yuska, City Clerk

---

Mark Holm, Mayor

Published in the Des Moines Register on the 10<sup>th</sup> day of May, 2024.



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

SUBJECT:  
Receive and file minutes of the Plan and Zoning Commission meeting of April 2, 2024.

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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 [P&Z Minutes 2024-04-02](#)

# Meeting Minutes

## Plan & Zoning Commission Meeting

Tuesday, April 2, 2024

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

### CALL TO ORDER

Chair Ted Rapp called the April 2, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

### ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Trina Flack, Annette Renaud, and Todd Ripper. Absent: Lisa West and Glenn Hunter. Staff present: Eric Jensen, Eric Carstens, Bryan Morrissey, Ryan Kirschman, Laura Hutzell, Jake Heil and Brenda Fuglsang.

### AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the April 2, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 5 – 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 March 19, 2024 minutes of the Plan and Zoning Commission meeting.

Motion by T.Ripper to approve the recommendations for Consent Agenda Item #1. Second by R.Weisheit. All voted aye. Motion carried 5 – 0.

### PUBLIC HEARINGS

There were no public hearings.

### BUSINESS ITEMS

#### Item #2. Request to amend a portion of the I-80 Commerce Center PUD, Planned Unit Development, for property owned by Commerce Center, LLC

R.Kirschman reported Commerce Center, LLC is proposing an amendment to a portion of the I-80 Commerce Center PUD. The request is for 35.66 acres within the development to be amended, adding an alternate land use for a data center and an electric substation. The property is located south of SE 90th Street, west of NE 29th Street/SE Four Mile Drive, and north of Interstate 80. R.Kirschman commented that the proposed amendment remains consistent with the Future Land Use Map and explained the general plan for development of the site including tentative building footprints, access to public streets, parking areas, and storm water detention areas. He noted that the final designs will be determined and approved with subsequent final platting and site planning. The applicant has submitted the required rezoning petitions and all legal notifications for the rezoning have been met. R.Kirschman additionally addressed questions that were raised by the Commission, which included information on the amount of water usage for the data center and the future plans for Lot 3.

There were no additional questions from the Commission.

Brent Culp, Snyder & Associates, 2727 SW Snyder Boulevard, Ankeny had no additional information to report to the Commission.

Motion by R.Weisheit to recommend City Council approval of the request by Commerce Center, LLC, to amend a portion of the I-80 Commerce Center PUD, Planned Unit Development, to add an alternate land use for a data center and electrical substation. Second by T.Flack. All voted aye. Motion carried 5 – 0.

**Item #3. Berwick Holdings, LLC request to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development**

R.Kirschman reported Berwick Holdings, LLC, is requesting to rezone 103.98 acres from R-1, One-family Residence District to PUD, Planned Unit Development. The parcel is located east of Northeast Berwick Drive, south of Southeast Oralabor Road and north of Northeast 70th Avenue. He said that the property to the west is zoned R-1, and the property to the north, south, and east are unincorporated. The Future Land Use Plan considers Low Density Residential to be 1 to 5 units per acre which aligns with R-1, One-Family Residence District and R-2, One-Family and Two-Family Residence District. He noted that the purpose of a PUD is to promote development by providing a greater level of flexibility than normally allowed. R.Kirschman explained the PUD bulk regulations for Parcel A, B, and C. He stated the PUD Master Plan outlines the general plan for development with tentative lot lines, public streets, utilities, parkland area, and storm water detention area. He commented that the final designs will be determined and approved with final platting. R.Kirschman addressed questions that were raised by citizens who attended the public hearing that included information on density, what stops the developer from building apartments or commercial buildings, how the additional traffic will be managed, screening and the reason why Phase 4 is not part of this rezoning request. He further provided information on the anticipated amount of open space for this development, which was asked by a Commission member and further stated that the developer is responsible for keeping the roadways clean during the development process. Staff recommends that the Plan and Zoning Commission recommend City Council approval to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development.

E.Jensen reiterated that there will be continuing work on a traffic study and further improvements will come out as property is platted and developed. The work that has been done on the current traffic study is a preliminary study.

Jake Becker, McClure Engineering Company, 1360 NW 121<sup>st</sup> Street, Clive, Iowa representing the developer, acknowledged the outpouring from the local community, whether they are for or against the project. That is what makes Ankeny a wonderful place to live, work and play. They believe the project is thoughtful in relation to density and retention of trees on the north and south sides of the property. He said they have completed multiple traffic studies for the area and are making some improvements. Jake Becker said he would answer any questions the Commission may have.

T.Flack commented that she feels better that it will remain low-density, single-family, as it addresses the concerns of neighbors in regard to traffic and the number of people. The PUD has steps in place to keep it that way. T.Rapp said if the property would have stayed R-1, the density could be more than what is currently being proposed.

Motion by A.Renaud to recommend City Council approval of the request by Berwick Holdings, LLC, to rezone property from R-1, One-Family Residence District, to PUD, Planned Unit Development. Second by R.Weisheit. All voted aye. Motion carried 5 – 0.

**REPORTS****City Council Meeting**

E.Jensen reported on the April 1, 2024 City Council meeting.

**Director's Report**

E.Jensen presented the tentative agenda items for the Tuesday, April 16, 2024 Plan and Zoning Commission meeting and shared that there will be a public hearing at the next meeting.

**Commissioner's Reports**

There were no reports.

**MISCELLANEOUS ITEMS**

April 15, 2024 – 5:30 p.m. City Council Meeting Representative: Staff

**ADJOURNMENT**

There being no further business, T.Rapp motioned to adjourn the meeting. Meeting adjourned at 6:55 p.m.



Submitted by Brenda Fuglsang, Secretary  
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:  
Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:  
Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Library Board of Trustee meeting of March 21, 2024.

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

 [Minutes](#)

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

**Thursday, March 21, 2024**

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

**Location: City Council Chambers - Library**

**Present:** John Meyer, Miranda Piepho (online), Nancy Medema, Fred Schuster, Amber Sommerfeld

**Staff:** Sam Mitchel, Holly Sealine

Topic	Discussion
<b>Call to Order</b>	Meyer called the meeting to order.
<b>Approval of Minutes</b>	<p>Motion made by Medema to approve the February 2023 meeting minutes (with some minor updates). Second by Sommerfeld. Motion passed unanimously.</p> <p>Schuster asked that the minutes be updated to show that the \$55 late fee proposal reference is updated to show \$50. Medema was also misspelled in move to adjourn section. Both were updated on 3/21.</p>
<b>Public Comments</b>	Joel Greenwald – talked about a certain legislation setting aside money for broadband was passed. Asked if we would write to our congress persons to ask for this money. Also asked if we could look into ways for us to drive business to the library - start a petition to add swings to the city park next to the city, or add coloring books at the front desk.
<b>Consent Agenda</b>	<p>Sam Mitchel, Director, presented Financials</p> <ul style="list-style-type: none"> <li>• Waste Management Services has increased. There may be extra costs due to larger dumpster size.</li> <li>• AV Materials do have a larger cost at the beginning of the year, but it will level out so that it meets our fiscal goal.</li> </ul>
<b>Policy/Procedure Review</b>	<p>Sex Offender Policy</p> <ul style="list-style-type: none"> <li>• Revisiting as it has reached 3 years since we last spoke about it.</li> <li>• Mitchel recommended that we change “librarian in charge” to be more specific. Recommended we replace with “Library Director”.</li> <li>• Meyer commented: <ul style="list-style-type: none"> <li>○ How are we confirming that a person is a registered sex offender? Mitchel responded that he’d look on Polk County Registry site. Recommended that we combine #1 and #2 as they say basically the same thing.</li> <li>○ Should Mitchel be the one to look up if someone is a registered sex offender? Or should he just contact the police? All we can do is search by name, whereas the police may have access to more information to correctly identify the person.</li> <li>○ Appeal process – if it’s a law, how can they appeal to us or to Mitchel? Mitchel responded – that appeals to this policy will not be entertained. Does this put Mitchel in a bad position? Do we even need to keep the appeals process in the policy? Or could we replace it with information about how this person could otherwise access library materials? Mitchel to ask the city attorney?</li> </ul> </li> </ul>
<b>Director’s Report</b>	<p>Presented by Mitchel:</p> <ul style="list-style-type: none"> <li>• Several staff are celebrating anniversaries.</li> </ul>

Topic	Discussion
	<ul style="list-style-type: none"> <li>• Painting for meeting, conference, and study rooms is being completed now.</li> <li>• Helping to get ready for Trivia Night.</li> <li>• Working on marketing to let community know about our programs and services.</li> </ul>
<b>Committee Reports (Evaluation, Finance, Marketing, Policy, Staffing, etc.)</b>	
<b>Friends of the Library (Update)</b>	<p>Medema provided an update. They're having issues with IRS changing their name/address. This is affecting grant writing.</p> <p>They are hosting Trivia on the 23<sup>rd</sup>.</p>
<b>Old Business</b>	<p>Fines and Fees Procedures: Notices &amp; Correspondence</p> <ul style="list-style-type: none"> <li>• Before an item is due, a text/email reminder is sent.</li> <li>• Once the item is overdue, initial notice goes out 3 days after due date.</li> <li>• Second notice is sent 2 weeks after due date.</li> <li>• Third notice sent 4 weeks after due date.</li> <li>• Final notice including the bill sent 6 weeks after due date. This is the first time the bill is sent. Includes language that if it's over \$50, it may be referred to collections.</li> <li>• Request was made to review this in one of the upcoming meetings.</li> </ul> <p>Capitol Day – Legislation Update</p> <ul style="list-style-type: none"> <li>• Met with legislators and discussed the changes being proposed.</li> <li>• Had a good turnout of librarians.</li> </ul>
<b>New Business</b>	Iowa Learns tutorial – tabled for April meeting.
<b>Adjourn</b>	<p>Next meeting: April 18, 2024</p> <p>Motion to adjourn made by Medema. Second by Sommerfeld.</p>

Respectfully submitted, Miranda Piepho, Secretary

Approved: 4/18/24



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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

LEGAL:  
No Review Required

SUBJECT:  
Receive and file minutes of the Human Rights Commission meeting of February 22, 2024.

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**

 [HRC Approved Minutes 2-22-2024](#)

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

Thursday, February 22, 2024

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 5:30 PM.

**2. ROLL CALL**

Alvarez, Olson, Parkinson, and Graber were present at the time of roll call. Norland arrived later during the meeting. Brandt Johnson, staff liaison present.

**3. MOTION TO APPROVE THE AGENDA FOR February 22, 2024**

Parkinson motioned to approve the agenda as presented, Graber seconded. Ayes: 4, motion carried.

**4. MOTION TO APPROVE THE MINUTES FROM December 14, 2023**

Graber motioned to approve the minutes from the December 14, 2023 meeting. Alvarez seconded. Ayes: 4, motion carried.

**5. OLD BUSINESS**

**a. 2024 Training Meetings**

The group discussed potential training meetings for 2024. Alvarez proposed a couple of ideas such as having members of other City Human Rights Commission boards present to the group, hosting a public training session on service animal laws, potentially in partnership with a local organization such as the Puppy Jake Foundation, and a police department-hosted event for landlords.

The group discussed the role of the HRC in regards to what trainings they could offer to the public. Graber suggested that the group/chair reach out to the Mayor to seek more clarification on what type of trainings/events the HRC could host to which the group agreed would be a good idea. Graber motioned for the HRC to communicate to the Mayor to seek direction on public information needs regarding human rights. Alvarez seconded. Ayes: 5, motion carried.

**6. NEW BUSINESS**

**a. Discussion – 2024 HRC Work Plan**



The group decided to table discussion of the 2024 work plan until they heard back from the Mayor. Alvarez motioned to table discussion on the 2024 HRC Work Plan. Graber seconded. Ayes: 5, motion carried.

**7. STAFF REPORT**

Johnson reviewed the February 2024 staff memo with the HRC.

**8. COMMISSIONER REPORTS**

Alvarez mentioned that ACN is starting the organization and planning for Juneteenth this year.

**9. ADJOURN**

Meeting adjourned at 6:02 PM.



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:  
Motion

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LEGAL:

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SUBJECT:

Consider motion to approve cigarette/tobacco/nicotine/vapor permit in the City of Ankeny.

---

EXECUTIVE SUMMARY:

In accordance with the City of Ankeny Code of Ordinances Chapter 131, "Cigarette and Tobacco Permits," the following licensee has submitted an application which has met all requirements and is now being presented to the City Council for approval.

1. East West United LLC, 316 S Ankeny Blvd, Ankeny, IA (New) - Effective May 6, 2024 through June 30, 2024.

---

FISCAL IMPACT: **Yes**

Licensee has paid the pro-rated annual license fee of \$25.00 to the City of Ankeny, in accordance with Section 131.04 of the City of Ankeny Code of Ordinances.

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CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of permit as presented.

---

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="#">Cigarette Applications</a>

ABC Smoke	1325 SW Oralabor Rd, Ste 204
Ankeny Golf & Country Club	314 SW Irvinedale Dr
Ankeny Smoke & Vape	502 N Ankeny Blvd, Suite 12
Ankeny Smoke & Vape South	225 SE Oralabor Rd, Ste 1
Casey's General Stores #1548	2905 W 1st Street
Casey's General Stores #1659	302 S Ankeny Blvd
Casey's General Stores #1941	1010 SE Oralabor Rd
Casey's General Stores #2164	3505 N Ankeny Blvd
Casey's General Stores #2689	1310 NW 18th Street
Casey's General Stores #2785	1602 W 1st Street
Casey's General Stores #2896	2601 SE Creekview Dr
Casey's General Stores #2920	1010 SE National Dr
Casey's General Stores #3827	3605 NW Irvindale Dr
Casey's General Stores #3888	1024 E 1st Street
Casey's General Stores #3934	1515 SE Corporate Woods DR
Central Iowa Vapors- Ankeny	207 NE Delaware Ave, Ste 21
Central Iowa Vapors Plus Ankeny	2505 White Birch Ln
Dollar General #7310	901 S Ankeny Blvd
East West United LLC	316 S Ankeny Blvd
Fareway #61	3205 N Ankeny Blvd
Fareway #909	109 SE Oralabor Rd
Fleet Farm Fuel	4275 SE Delaware Ave
Git-N-Go Store #40	2811 SW Oralabor Rd
Good Times	1912 SW 3 <sup>rd</sup> Street
Grubb's Pub	1165 SW Ordnance Rd
Hy-Vee #2 Fast and Fresh	1710 SW Oralabor Rd
Hy-Vee Food Store #1	410 N Ankeny Blvd
Hy-Vee Food Store #2	2510 SW State Street
Hy-Vee #1 Fast and Fresh	414 N Ankeny Blvd
Jakes Pub	605 N Ankeny Blvd
Kum & Go #292	1825 N Ankeny Blvd
Kum & Go #4020	1910 SW White Birch Circle
Kum & Go #518	3603 NE Otterview Circle
Kum & Go #579	165 SW Magazine Rd
Kum & Go #92	1025 E 1st Street
Kum & Go #2212	965 SE Corporate Woods Dr
KWIK STAR #1016	202 SE Oralabor Rd
KWIK STAR #1057	320 NW 36th Street
Leaf Brothers Cigar II	1924 SW 3rd Street
Liquor Lovers	1510 S Ankeny Blvd
Murphy USA	1006 SE National DR
Neighborhood Liquor House	833 E 1st Street, Ste. 102
Stop and Shop Liquor Store	409 S Ankeny Blvd

Talon's Golf	1505 NE 36 <sup>th</sup> Street
Tim's BP/AMACO Service	102 N Ankeny Blvd
Tobacco Hut	121 N Ankeny Blvd
QuikTrip #514	802 E 1st Street
Vape World & Tobacco LLC	802 SE Oralabor Rd, Ste. 121
Walgreens #07454	901 N Ankeny Blvd
Walgreens #07996	2702 SE Delaware Ave
Walmart #892	1002 SE National Dr
Yankee Clipper	312 SW Maple Street



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:  
Ensure Economic Vitality

ACTION REQUESTED:  
Motion

LEGAL:  
Item Reviewed by Legal Counsel

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

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. JNE Foods Inc. d/b/a Hidalgo Mexican Bar & Grill, 1631 SW Main St., Ste. 100 - Class C Retail Alcohol License (LC) (Renewal) - Effective May 19, 2024.
2. Shibuya Dinning Group, LLC d/b/a Wasabi Ankeny, 1615 SW Main St., Ste. 100 - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective May 20, 2024.

3. The Operating Room Ankeny, LLC d/b/a Operating Room Ankeny, 1631 SW Main St., Ste. 105- Class C Retail Alcohol License (LC) (Renewal) - Effective May 31, 2024.
4. Talons Hospitality Inc. d/b/a Talons Golf, 1505 NE 36th St. - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective June 1, 2024 PENDING DRAM ENDORSEMENT.
5. Ankeny Hotel Assoc., LLC. d/b/a Courtyard Marriott, 2405 SE Creekview Dr. - Class C Retail Alcohol License (LC) (Renewal) - Effective June 1, 2024 PENDING DRAM ENDORSEMENT.
6. On The Waterfront Seafood Restaurant Inc. d/b/a On The Waterfront Seafood Restaurant, 2414 SE Tones Dr. - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service, Catering - Effective June 1, 2024.
7. Apres Bar Co LLC d/b/a Apres Bar Co., 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective May 6, 2024 (Event is on May 10, 2024).
8. Great Caterers of Iowa Inc. d/b/a Great Caterers of Iowa, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail License (LC) (5 Day) - Effective May 29, 2024.
9. BMP Hotel Development, LLC d/b/a Staybridge Suites, 2602 SE Hulsizer Dr. - Special Class C Retail Alcohol License (BW) (NEW) - Tentatively Effective May 7, 2024.
10. Sunshine & Sips Hospitality Co. d/b/a Sunshine & Sips Hospitality Co. - 1500 SW Main Street - Special Class C Retail Alcohol License (BW) (Multiple 5 Day Event in the District) - Effective June 8, 2024, June 15, 2024, June 22, 2024, June 29, 2024, July 6, 2024, July 20, 2024, July 27, 2024, August 31, 2024 and Sept. 14, 2024.

---

**FISCAL IMPACT: Yes**

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

---

**CITY MANAGER'S RECOMMENDATIONS:**

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

---

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

---

**PUBLIC OUTREACH EFFORTS:**

---

**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

May 6, 2024  
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 Amendment #1 to the Professional Services Agreement with Bolton & Menk, Inc., for the construction engineering services for the SE Corporate Woods Drive & Crosswinds Drive Traffic Signal in an amount not to exceed \$16,082.00.

---

EXECUTIVE SUMMARY:

Bolton & Menk, Inc. completed the traffic engineering design and bid-letting services for the project, and a construction contract was awarded to Kline Electric, Inc. on March 18, 2024. Construction is planned to begin no earlier than July 15, 2024, and be completed in Fall 2024.

The primary responsibility for construction inspection and administration will be carried by Public Works-Traffic Engineering staff. The construction services needed from Bolton & Menk include construction staking and as-built record drawings, on-going coordination with Union Pacific Railroad for the proposed crossing with City fiber optic infrastructure, review of material submittals and fiber optic test results, and limited coordination and site visits to assure satisfaction of the design intent.

The scope of professional services and corresponding fees, not to exceed \$16,082.00, are shown in the attached Amendment. The original Professional Services Agreement , approved on May 15, 2024 in the amount of \$39,000.00, is also attached. The total value of the amended Agreement will be \$55,082.00.

It is recommended that the City Council approve Amendment #1 to the Professional Services Agreement with Bolton & Menk, Inc.

---

**FISCAL IMPACT: No**

The project is included in the City's 2024 - 2028 Capital Improvement Program, for construction in 2024. Per a development agreement with Amazon, construction costs will be partially reimbursed to the City.

---

**CITY MANAGER'S RECOMMENDATIONS:**

Approve Amendment #1 to the Professional Services Agreement with Bolton & Menk, Inc., for the construction engineering services for the SE Corporate Woods Drive & Crosswinds Drive Traffic Signal in an amount not to exceed \$16,082.00 and the Mayor to execute said agreement.

---

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

March 18, 2024 - City Council awarded a construction contract to Kline Electric, Inc. for the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal.

---

**PUBLIC OUTREACH EFFORTS:**

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**ACTION REQUESTED:**

---

**ADDITIONAL INFORMATION:**

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**ATTACHMENTS:**

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Amendment #1 Scope</a>
<input type="checkbox"/> <a href="#">Amendment #1 Fee</a>
<input type="checkbox"/> <a href="#">Professional Agreement</a>
<input type="checkbox"/> <a href="#">Location Map</a>

**ATTACHMENT 1  
SCOPE OF SERVICES  
FOR  
CITY OF ANKENY  
SUPPLEMENTAL AGREEMENT NO. 1  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
SE CORPORATE WOODS DRIVE AND SE CROSSWINDS DRIVE TRAFFIC SIGNAL**

The **CITY** plans to construct a traffic signal and associated improvements at SE Corporate Woods Drive and SE Crosswinds Drive.

The Scope of Services to be performed by the **CONSULTANT** under this Agreement shall encompass and include detailed work, services, materials, equipment and supplies to complete the following tasks:

1. Construction Administration
2. UPRR and MidAmerican Coordination
3. Construction Staking

**1. CONSTRUCTION ADMINISTRATION**

**A. Preconstruction Meeting**

The **CONSULTANT** shall attend the preconstruction meeting and participate in coordination with the **CITY** and **CONTRACTOR**.

**B. Questions on Design**

The **CONSULTANT** will assist the **CITY** with questions from the **CONTRACTOR** regarding the plan design and intent.

**C. Shop Drawings**

The **CONSULTANT** will review all shop drawing submittals and send comments or revisions back to the **CITY**.

**D. Fiber Optic Test Results**

The **CONSULTANT** will review fiber optic cable testing results for both on-reel testing and final testing to verify that the fiber optic cable is not damaged during installation or splicing. As part of this review, the **CONSULTANT** will review fiber optic test equipment certifications, OLTS test results, and OTDR test results for compliance with the specifications.

**E. Site Visits**

The **CONSULTANT/PROJECT ENGINEER** shall visit Site A (1 site visit) and Site B (1 site visit) with the **CITY** and **CONTRACTOR**.

**F. Signal Testing and Walk Through**

The **CONSULTANT** shall be onsite to for signal testing/walk through (1 site visit) with the **CITY** and **CONTRACTOR** to ensure the signal is operating as designed. The **CITY** will be responsible for creating a punch list and coordinating with the **CONTRACTOR** on any field adjustments needed.

**G. As-Builts**

The **CONSULTANT** shall provide As-Built plans to the **CITY** upon final completion of the project. This includes one site visit by **CONSULTANT** survey staff to take shots of traffic signal equipment and fiber optic infrastructure.

## **2. UPRR AND MIDAMERICAN COORDINATION**

### **A. UPRR and MidAmerican Coordination**

The **CONSULTANT** will coordinate with Union Pacific Railroad on the right-of-entry agreement for the fiber interconnect crossing through railroad right of way. The **CONSULTANT** shall also coordinate with MidAmerican on the connection to the secondary enclosure and provide contacts to the **CONTRACTOR** so that the signal can be energized.

## **3. CONSTRUCTION STAKING**

### **A. Construction Staking**

The **CONSULTANT** shall provide construction staking for any utility relocations needed, staking for signal construction, fiber optic handholes, and pedestrian ramps. This shall include the **CONSULTANT** visiting the site up to three (3) times.

**SIGNATURES**

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions, or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Ankeny, Iowa

CONSULTANT: Bolton & Menk, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Mark E. Holm, Mayor  
Printed Name

Matthew Ferrier  
Printed Name

\_\_\_\_\_  
Date

04/23/2024  
Date

Address for giving notice:

Address for giving notice:

410 West 1<sup>st</sup> Street

430 E Grand Avenue, Suite 101

Ankeny, IA 50023

Des Moines, IA 50309

ATTEST:

\_\_\_\_\_

Attachments:  
Exhibit A Basic Services  
Exhibit B Schedule of Fees

(Remainder of this page intentionally left blank)

# 2024 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2024. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Project Manager	\$180-261
Project Manager	\$145-231
Senior Project Engineer	\$140-216
Project Engineer	\$130-201
Design Engineer	\$115-176
Graduate Engineer	\$120-156
Senior Planner	\$110-231
Planner	\$85-161
Senior Landscape Architect	\$145-216
Landscape Architect	\$130-161
Landscape Designer	\$75-134
Licensed Project Surveyor	\$160-191
Graduate Surveyor	\$125-191
Survey Technician	\$80-189
Senior Technician	\$120-206
Technician	\$85-176
Specialist*	\$95-226
Practice Expert**	\$170-311
Senior Principal	\$200-320
Principal	\$165-286
Administrative/Corporate Specialists	\$50-176
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

<sup>1</sup> No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

\*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

\*\*Highly specialized and industry expertise unique to the market or area of discipline.

## Detailed Cost Estimate

Client: City of Ankeny		Bolton & Menk, Inc.						
Project: Corporate Woods and Crosswinds Drive Signal Construction Administration								
Task No.	Work Task Description	Project Manager	Fiber Design Lead	Traffic Engineer	Survey	Clerical	Total Hours	Total Cost
1.0	Construction Administration	44	6	10	8	2	70	\$12,074
2.0	UPRR and MidAmerican Coordination	8	0	0	0	0	8	\$1,448
3.0	Construction Staking	0	0	0	16	0	16	\$2,560
<b>Total Hours</b>		52	6	10	24	2	94	
<b>Average Hourly Rate</b>		\$181.00	\$213.00	\$139.00	\$160.00	\$81.00		
<b>Subtotal</b>		\$9,412	\$1,278	\$1,390	\$3,840	\$162		
<b>Total Fee</b>							<b>\$16,082</b>	

**AGREEMENT FOR PROFESSIONAL SERVICES IA**

**STANDARD PROJECT-PUBLIC CLIENT**

**CITY OF ANKENY and BOLTON & MENK, INC.**

This Agreement, made this 15th day of May 2023, by and between City of Ankeny, 410 West 1<sup>st</sup> Street, Ankeny, Iowa (“CLIENT”), and BOLTON & MENK, INC., 430 E Grand Ave. Suite 101, Des Moines, Iowa (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services in conjunction with SE CORPORATE WOODS DR & SE CROSSWINDS DR TRAFFIC SIGNAL (“Project”) and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**SECTION 1 - CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.
- B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph 4.B and this Agreement will be revised accordingly.

**SECTION 2 - THE CLIENT'S RESPONSIBILITIES**

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

### SECTION 3 - COMPENSATION FOR SERVICES

#### A. FEES.

- 1. The CLIENT will compensate the CONSULTANT in accordance with the attached Exhibit B Schedule of Fees ("Schedule of Fees") for the time spent in performance of Agreement services. Total cost of services shall not exceed \$39,000 without the prior consent of CLIENT.
- 2. Additional services as outlined in Section 1.B and 4.B will vary depending upon project conditions and will be billed in addition to the Not-to-Exceed Fee on an hourly basis at the rates described in Exhibit B or as that Exhibit may subsequently be adjusted as described below.
- 3. The attached Schedule of Fees shall apply for services provided through December 31, 2023. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year.
- 4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement, CLIENT agrees to pay any applicable sales taxes.
- 5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the fees rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
- 6. Reimbursable Direct Expenses: Except for those expenses identified in Paragraph 3.A.5, any expenses required to complete the agreed scope of services or identified in this paragraph will

be listed separately on the invoice, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to any limit set forth in Section 3.A.

## B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT or its duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

## SECTION 4 - GENERAL

### A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

### B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit A, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional

Services, prior to furnishing such Additional Services. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work.

### C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.
3. General Liability of CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
5. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.
6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT's corporate entity.

#### D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

#### E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are

opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

#### F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

#### G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

#### H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not

intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

#### I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

#### J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

#### K. HAZARDOUS MATERIALS

1. Except as expressly stated in Exhibit A, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate this Agreement for cause if it is not practical to continue providing Services.
  - a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

#### L. TERMINATION

1. For Cause: This Agreement may be terminated by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
  - a. For termination by CONSULTANT, Cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control.
  - b. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under paragraph 4.L.1 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
2. For Convenience: This Agreement may be terminated for convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section 3 of this Agreement. Upon receipt of payment, CONSULTANT shall deliver, and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph 4.H.
4. In event of termination by CLIENT for cause, CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination and, upon receipt of payment, CONSULTANT shall deliver to CLIENT and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to the provisions of Section 4.H. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

#### M. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

#### N. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from award or making of this Agreement.

#### O. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons

seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

P. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who 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.

S. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

T. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

**SECTION V - SIGNATURES**

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions, or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Ankeny, Iowa

DocuSigned by:  
  
4C9E47CBE956471

Signature

Mark E. Holm, Mayor

Printed Name

5/15/23

Date

Address for giving notice:

410 West 1st Street

Ankeny, IA 50023

CLIENT's Representative with authority for ordering engineering services and transmitting instructions:

\_\_\_\_\_

CONSULTANT: Bolton & Menk, Inc.



Signature

Matthew Ferrier

Printed Name

05/01/2023

Date

Address for giving notice:

430 E Grand Avenue, Suite 101

Des Moines, IA 50309

Attachments:

Exhibit A Basic Services

Exhibit B Schedule of Fees

(Remainder of this page intentionally left blank)

**Exhibit A**  
**Basic Services**

Bolton & Menk, Inc. will complete the following scope of work:

Task 1 – Agency Coordination

- Project Management Team Meetings – Up to three meetings will be held with Bolton & Menk and the City. These meetings include a project kickoff meeting, preliminary comment review meeting, and a preconstruction meeting.
- Progress Reports – monthly progress reports will be shared with the city to inform of project progress and any potential changes to scope or schedule.

Task 2 – Survey

- Topographic survey will be completed by our in-house survey crew. The survey will include all identified utilities through Iowa One Call and property pins.
- Major utilities will be potholed with elevations verified so that signal poles placement can be finalized.
- Temporary easements will be identified upon placement of signal components.

Task 3 – Public and Private Utility Identification and Coordination

- We will initiate coordination with public and private utilities to evaluate existing conditions and to identify if there are any impacts to their facilities. Relocation of impacted utilities will be coordinated with utility owners so that there are no conflicts with the proposed construction. Utility owners will receive consistent updates from our design team to make sure they are up to date with our design and aware of major milestones in relation to the construction.
- Coordination with Union Pacific Railroad for fiber crossing

Task 4 – Final Design

- Verify sightlines for proposed signals
- Signal pole placement will be completed early in the design process so that the city can order poles ahead of the plans being bid
- Check ADA compliance of in-place pedestrian ramps and reconstruct if necessary to accommodate pushbutton stations.
- Provide N sheets for signal plans
- Provide N sheets for fiber plans for the connection of the new signal at Corporate Woods Drive and Crosswinds Drive to the in-place signal located at Corporate Woods Drive and Convenience Boulevard.
- Identify impacts to signing and striping and provide K sheets
- Submit plans at 30% and plans and estimate at final plans.
- Review shop drawings from contractor
- City to provide signal timings and fiber schematics

Task 5 – Bid Services

- Draft contract documents
- Distribute copies of the contract/bidding documents and upload to QuestCDN
- Maintain and update plan holders lists throughout bidding period
- Address questions from prospective bidders, subcontractors, and suppliers and prepare and issue addenda as required
- Assist city staff with the public opening and reading of bids, review bids, prepare tabulation and recommendation

## Schedule

We recommend the following schedule for this work:

- Task 1: May 2023 – June 2024
- Task 2: June 2023
- Task 3: June 2023 – August 2023
- Task 4: June 2023 – December 2023

## Exhibit B

# 2023 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2023. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

<sup>1</sup> No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

\*Specialized role not classified above otherwise, incl.

graphic design, project communication, funding support, etc.

\*\*Highly specialized and industry expertise unique to the market or area of discipline

Employee Classification	Hourly Billing Rates
Senior Project Manager	\$175-264
Project Manager	\$104-198
Senior Project Engineer	\$140-198
Project Engineer	\$130-188
Design Engineer	\$110-186
Graduate Engineer	\$110-145
Senior Planner	\$115-198
Planner	\$115-171
Senior Landscape Architect	\$150-204
Landscape Architect	\$120-160
Landscape Designer	\$100-169
Licensed Project Surveyor	\$160-240
Graduate Surveyor	\$130-181
Survey Technician	\$85-173
Senior Technician	\$110-195
Technician	\$79-168
Specialist*	\$95-205
Practice Expert**	\$205-308
Senior Principal	\$195-314
Principal	\$160-289
Administrative/Corporate Specialists	\$64-194
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE



**PROJECT  
LOCATION**



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 Amendment #1 to the Professional Services Agreement with Snyder & Associates, Inc. increasing the contract amount by \$378,200.00 for final design engineering services on the South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street project.

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EXECUTIVE SUMMARY:

Snyder & Associates, Inc. has completed the conceptual and preliminary design of the South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street project. The Public Works Department proposes to continue using Snyder & Associates, Inc. for the final design engineering services on the project.

The scope of Amendment #1 includes the following items:

- Project Administration and Management
- Traffic Analysis
- Final Design and Construction Plans (roadway, storm sewer, sanitary sewer, water main, traffic

signal and fiber optic, intersections and driveways, sidewalks and pedestrian ramps, retaining walls, traffic control and staging, pavement markings and street signs, joint utility trench, colored and textured concrete, cross sections, quantities)

- Special Provisions and Public Interest Finding
- Iowa DOT and Iowa DNR Permits
- NEPA Documentation
- Architectural Historic Survey

The complete scope of the final design engineering services and the corresponding fees are shown in the attached Amendment #1. A copy of the original Professional Services Agreement, approved May 15, 2023, is also attached for reference.

The fee for the final design engineering services is \$378,200.00. The original Professional Services Agreement for the conceptual and preliminary design engineering services was \$497,700.00. Adding Amendment #1 to the Professional Services Agreement increases the total contract amount to \$875,900.00.

It is recommended that the City Council approve Amendment #1 to the Professional Services Agreement with Snyder & Associates, Inc. in the amount of \$378,200.00 on the South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street project.

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**FISCAL IMPACT: No**

The final design engineering services are included in the City's 2024-2028 Capital Improvement Program for 2024 and 2025.

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**CITY MANAGER'S RECOMMENDATIONS:**

Approve Amendment #1 to the Professional Services Agreement increasing the contract amount by \$378,200.00 with Snyder & Associates, Inc. for final design engineering services on the South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street project.

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

May 15, 2023: City Council approved the Professional Services Agreement with Snyder & Associates, Inc. for the conceptual and preliminary design engineering services on the South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street project.

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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

[Amendment No. 1](#)

[Professional Services Agreement](#)

**AMENDMENT NO. 1  
TO THE PROFESSIONAL SERVICES AGREEMENT  
SOUTH ANKENY BOULEVARD IMPROVEMENTS – SE PETERSON DRIVE TO 1<sup>ST</sup>  
STREET  
ANKENY, IOWA**

This Amendment entered into this 6th day of May, 2024 to the Professional Services Agreement dated May 15, 2023, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CLIENT”, and Snyder & Associates, Inc., hereinafter referred to as the “PROFESSIONAL”.

This Amendment is associated with the additional Preliminary Design Services and Final Design Services for the South Ankeny Boulevard Improvements – SE Peterson Drive to 1<sup>st</sup> Street project, hereinafter referred to as the “PROJECT”.

Now, therefore, it is hereby agreed by and between the parties hereto that the Agreement for Professional Services be amended as follows:

**ARTICLE I., SCOPE OF WORK, SECTION A. PROJECT DESCRIPTION,** add the following Subsection:

PROFESSIONAL shall complete final design services through the Iowa DOT’s bid letting for the PROJECT.

**ARTICLE I., SCOPE OF WORK, SECTION B. PRELIMINARY PROFESSIONAL SERVICES,** add the following Subsections.

1A. TOPOGRAPHIC SURVEY AND BASE DRAWINGS – ADDITIONAL DESIGN SERVICES

- a. During the development of the geometric design, additional expanded project limits were added to include an eastbound right turn lane at Ankeny Boulevard and 1<sup>st</sup> Street. The PROFESSIONAL was directed to:
  - i. Perform additional topographic survey of the existing median, pavement, jointing, driveways, trees, utilities, and adjacent properties.
- b. After the development and approval of the preliminary geometric design, revisions were directed to be made to the roadway median between SE Peterson Drive and 3<sup>rd</sup> Street intersection and the westbound right turn lane length increase at SE Peterson Drive. The PROFESSIONAL was directed to:

- i. Perform additional topographic survey of the pavement, jointing, driveways, parking lots, utilities, and adjacent properties.

2A. TRAFFIC STUDY AND TSIP FUNDING APPLICATION – ADDITIONAL DESIGN SERVICES

- a. During the development of the traffic study phase, additional analysis, evaluation, traffic modeling, memorandum preparation, Iowa DOT coordination, and support services were performed. The PROFESSIONAL was directed to:
  - i. Analyze median breaks for access points within the study area and include additional analysis and narrative in the traffic study.
  - ii. Revise the TSIP application related to the request to include the median break analysis.
  - iii. Analyze the diverted left turn lanes and U-turns, count traffic for businesses, prepare a technical memorandum draft, perform analysis using SimTraffic, and perform multiple review iterations based on CLIENT comments.

**ARTICLE I., SCOPE OF WORK, SECTION C. BASIC PROFESSIONAL SERVICES**, add the following Subsections.

1. PROJECT ADMINISTRATION AND MANAGEMENT

PROFESSIONAL shall continue to perform administrative services during the final design and development of the PROJECT as identified in the original Agreement. Project Management Team (PMT) Meetings are anticipated to occur on a monthly basis. PROFESSIONAL shall provide support services to the Iowa DOT Right of Way Bureau during ROW design and acquisition phase services, performed by Iowa DOT. This may include design interpretation, field visits, and property owner coordination.

4A. PRELIMINARY TRAFFIC SIGNAL DESIGN AND CONSTRUCTION PLANS – ADDITIONAL DESIGN SERVICES

- a. After the development and approval of the preliminary geometric design, the addition of a traffic signal at the intersection of South Ankeny Boulevard and SE Peterson Drive was implemented into the design. The PROFESSIONAL was directed to:
  - i. Design a preliminary layout of the traffic signal and associated equipment.
  - ii. Develop and prepare plan sheets identifying the traffic signal design and layout.

5A. RIGHT-OF-WAY (D5) DESIGN AND CONSTRUCTION PLANS (ROADWAY AND UTILITIES) – ADDITIONAL DESIGN SERVICES

- a. During the development of the geometric design, additional expanded project limits were added to include an eastbound right turn lane at Ankeny Boulevard and 1<sup>st</sup> Street. The PROFESSIONAL was directed to:
  - i. Perform truck turning movement to establish acceptable geometry.
  - ii. Design new geometrics and utility review for the right turn lane and adjacent pavement replacement. Plan development and preparation tasks including, but not limited to:
    1. Typical sections
    2. Plan and profile sheets
    3. Removal sheet
    4. Traffic control and staging sheets
    5. Cross section sheets
  - iii. Review project staging and prepare traffic control notes and plans to construct the new pavement while maintaining traffic.
  - iv. Review of temporary traffic signalization to facilitate the staged construction.
  - v. Corridor modeling of the right turn lane and adjacent pavement replacement
  - vi. Evaluate property impacts and coordinate with the Iowa DOT ROW design team.
  - vii. Perform quantity calculations and cost estimating.
  
- b. After the development and approval of the preliminary geometric design, revisions were directed to be made to the roadway median between SE Peterson Drive and 3<sup>rd</sup> Street intersections, and the westbound right turn lane length increase at SE Peterson Drive. The PROFESSIONAL was directed to:
  - i. Provide revised design and geometric layout. Plan development and preparation tasks including, but not limited to:
    1. Typical sections
    2. Plan and profile sheets
    3. Removal sheets
    4. Business access driveway designs
    5. Traffic control and staging sheets
    6. Cross section sheets

- ii. Corridor modeling of the expanded right turn lane and adjacent pavement, sidewalk, and driveway replacement.
    - iii. Evaluate property impacts and coordinate with Iowa DOT ROW design team.
    - iv. Revise quantity calculations and cost estimating.
  - c. After the development and approval of the preliminary geometric design, the addition of a traffic signal at the intersection of South Ankeny Boulevard and SE Peterson Drive was implemented into the design. The PROFESSIONAL was directed to:
    - i. Design revised geometrics to accommodate the traffic signalized intersection including, but not limited to:
      - 1. Revisions to the northbound right turn lane at SE Peterson Drive
      - 2. Revisions to the tie in location to existing pavement on South Ankeny Boulevard and expand the south project limits.
      - 3. Pedestrian routing and preliminary pedestrian ramp design.
      - 4. Corridor modeling of the revised areas.
    - ii. Revise sanitary sewer design to accommodate expanded south project limits along South Ankeny Boulevard.
    - iii. Revise sanitary sewer and other utility layouts and routing to accommodate traffic signal footings.
    - iv. Evaluate property impacts and coordinate with the Iowa DOT ROW design team.
    - v. Revise quantity calculations and cost estimating.

7. FINAL DESIGN AND CONSTRUCTION PLANS (ROADWAY AND UTILITIES)

- a. PROFESSIONAL shall perform design tasks and plan preparation to provide final plan documents to the CLIENT and Iowa DOT. This task will develop the plans to a 100% complete level and will incorporate comments from the CLIENT and Iowa DOT received following the Right-of-Way Submittal (D5). The Final Plans shall include, but not limited to, the following information:
  - i. Title sheet.
  - ii. Project location sheet.
  - iii. Typical sections and general notes sheets.
  - iv. Estimated construction quantities and estimate reference information.
  - v. Quantity tabulations through the Iowa DOT Masterworks platform.

- vi. Plan and profile sheets along South Ankeny Boulevard (US 69) and side streets showing existing and proposed features. The plans will show the right-of-way design (provided by Iowa DOT).
- vii. Removal sheets identifying pavement, utility, and other site features scheduled for removal.
- viii. Horizontal and vertical survey control sheets.
- ix. Traffic control and staging sheets shall include, but not be limited to:
  - a. Tabulations with notes and descriptions on traffic control and staging requirements for each stage of construction, including winter shutdown(s).
  - b. Typical sections sheets for each stage of construction, including winter shutdown(s).
  - c. Plan sheets for each stage of construction, including winter shutdown(s), showing traffic control layout, traffic control signage, property access locations, etc. This task will incorporate possible revisions on property access from Iowa DOT ROW negotiations.
  - d. Detour sheets for vehicular and pedestrian routing.
- x. Intersection, driveway, parking lot, and roadway detail sheets shall include, but not limited to:
  - a. Geometric sheets.
  - b. Staking and Grading sheets.
  - c. Edge profile sheets (if required).
  - d. Jointing sheets.
- xi. Storm sewer data tabulation and plan and profile sheets identifying structure data, pipe data, and utility crossings. Submittal of a final stormwater report.
- xii. Sanitary sewer plan and profile sheets identifying structure data, pipe data, sewer servicing, and utility crossings.
- xiii. Water main plan and profile sheets showing fire hydrant and valving locations, water servicing, utility crossings, profile adjustments, pipe bends, etc.
- xiv. Pavement marking and signage sheets and tabulations.
- xv. Erosion and sediment control sheets identifying the Pollution Prevention Plan (PPP), erosion control tabulations (RC Sheets), erosion control plan sheets (RR Sheets), and erosion control detail sheets (RU Sheets).
- xvi. Detailed pedestrian ramp design (S Sheets) with a sidewalk compliance tabulation.
- xvii. Earthwork tabulations (T Sheets).
- xviii. Project detail sheets (U Sheets). It is anticipated the following U Sheets will be included in these services:
  - a. Sidewalk and retaining wall combination typical section and plan and profile. It is anticipated that the sidewalk

and retaining wall combination will require special structural design as the loading requirements are greater than those that Iowa DOT Standard Road Plan, MI-221, can support.

- b. Safety rail/fencing typical and details.
  - c. Stair/step details.
  - d. Standard “500 Series” details from Iowa DOT.
  - e. Joint Utility Trench plan and profile and details will be included in the final design but will be incorporated into the PROJECT through Iowa DOT resources.
  - f. Colored and textured concrete is anticipated to be placed at the intersections of South Ankeny Blvd and 1<sup>st</sup> Street, 3<sup>rd</sup> Street, and SE Peterson Drive.
  - g. The existing landscaped median on the west leg of 1<sup>st</sup> Street and Ankeny Boulevard and the landscaping bed in the southwest quadrant of 1<sup>st</sup> Street and Ankeny Boulevard will be revised to accommodate the new roadway widening.
  - h. Special landscaping features outside what is noted above are not included in this scope of services.
  - i. Special detailing and design regarding business sign replacement or relocation are not included in this scope of services.
- xix. Final cross-sections
- b. PROFESSIONAL will develop and submit applicable Developmental Specifications or Special Provisions that may apply to this PROJECT. It is anticipated this would include Special Provisions for Colored Concrete.
  - c. PROFESSIONAL will prepare a Public Interest Finding (PIF) for any proprietary items for traffic signalization or utility appurtenances.
  - d. PROFESSIONAL will prepare applicable Iowa DOT and Iowa DNR permits including, but not limited to, Application to Perform Work Within State Highway Right-of-Way, Utility Accommodation Permit, Traffic Control Device Permit, Water Main Construction Permit, and Sanitary Sewer Construction Permit.
  - e. PROFESSIONAL will submit the following review plans to the CLIENT and Iowa DOT during the development of the final design for review and comment.
    - i. Progress set before the Public Information Meeting, anticipated in July 2024 (CLIENT only)
    - ii. Check set before the Iowa DOT Methods Review (DM5), anticipated in July 2025 (CLIENT only)
    - iii. Iowa DOT Methods Review (DM5), anticipated in August 2025 (CLIENT and Iowa DOT)

- iv. Iowa DOT Final Grade and Pave Plans (D08), anticipated in October 2025 (CLIENT and Iowa DOT)

8. FINAL TRAFFIC SIGNAL DESIGN AND CONSTRUCTION PLANS

- a. PROFESSIONAL shall perform final design tasks and develop final traffic signal plans (N Sheets) for the traffic signal replacement at the South Ankeny Boulevard and South 3<sup>rd</sup> Street intersection, the traffic signal modifications at the Ankeny Boulevard and 1<sup>st</sup> Street intersection (including new mast arm poles in the southeast and southwest quadrants), and fiber optic interconnect replacement from SE 8<sup>th</sup> Street to 1<sup>st</sup> Street. Services will include the following:
  - i. Notes and quantities sheet
  - ii. Final traffic signal layout sheet for each intersection
  - iii. Final wiring and phasing sheet for each intersection
  - iv. Final fiber optic interconnect sheet(s), which show conduit alignment, handhole locations, and cable routing and include notes related to splicing, signal cabinet connections, and temporary routing needs
  - v. Traffic signal detail sheets
  - vi. Final temporary traffic signal layout and design at the South Ankeny Boulevard and 1<sup>st</sup> Street intersection
  - vii. Preparation of a final cost opinion

**ARTICLE I. SCOPE OF WORK, SECTION D. ADDITIONAL SERVICES,** add the following Subsection.

8. NEPA DOCUMENTATION

- a. The National Environmental Policy Act (NEPA) of 1969, as amended, establishes a national policy for protecting the environment. NEPA provides for the analysis and comparison of alternative impacts for a proposed PROJECT seeking federal funding or approval. The proposed improvements constitute a federal action and are subject to requirements set forth in (NEPA). Federal Highway Administration (FHWA) and Iowa DOT Location and Environment Bureau determined that the PROJECT will require NEPA preparation. The proposed reconstruction of South Ankeny Blvd is not anticipated to have a significant environmental impact on existing conditions. The PROJECT will be classified by Iowa DOT and FHWA at the time the PROJECT Concept Statement is submitted to Iowa DOT. The fee for this PROJECT represents assisting the Iowa DOT in a Categorical Exclusion (CE). If, based on the findings of the CE, the Iowa DOT recommends the

completion of additional NEPA documentation, the PROFESSIONAL will prepare and present to the CLIENT, a contract amendment for additional services.

b. The analysis must consider all reasonable alternatives to include the “no action” alternative. A matrix will be developed to assist in the selection of a preferred alternative. The “no action” alternative is used as the basis for comparing the potential effects. Potential impact categories analyzed include but are not limited to:

- Socioeconomic
- Environmental Justice
- Air Quality
- Noise
- Threatened and Endangered Species
- Biotic Communities
- Woodlands
- Water Quality
- Park and Recreation: Section 6(f)
- Cultural Resources (Section 106)
- Regulated Materials
- River/Floodplain
- Visual
- Pedestrian/Bicycle Facilities
- Section 4(f) Resources
- Indirect/Cumulative Impacts

c. Based on an expanded project area from the conceptual design, the PROFESSIONAL will provide an addendum to the Bear Creek Archaeology report (BCA 3321, September 2023). The survey update will include:

- i. Review of historic plat maps, historic records, archaeological site records, and historic architectural inventories.
- ii. Detailed description of the PROJECT area, including maps and representative photographs
- iii. Archaeological field investigations that will include pedestrian survey and systematic subsurface testing of areas with high archaeological potential or <25% ground surface visibility.
- iv. Analysis and interpretation of identified artifacts.
- v. Preliminary evaluation of identified archaeological resources within the area of potential effect, including National Register recommendations for those resources.
- vi. Preparation of a contract completion report meeting State and Federal requirements

- d. This amendment does not include curation costs or advanced testing (Phase II) of cultural resources that might be encountered during Phase I investigations. This cost estimate assumes that the geomorphological survey will occur before archaeological fieldwork. The CLIENT will coordinate with the landowners before the site visit to ensure access to properties required for field investigation.

## 9. ARCHITECTURAL HISTORIC SURVEY

PROFESSIONAL shall conduct a historic architectural survey within the project area. The survey will be conducted following the guidance for a Reconnaissance-Level Survey as outlined in the draft *Guidelines for Historic Architectural Surveys in Iowa* (2019). PROFESSIONAL shall:

- a. Identify all above-ground historic properties and potential historic districts within 100 feet of the project area through a desktop review and a windshield survey.
- b. Perform observations on the area's visual, cultural, economic, and social characteristics. A particular focus will be placed on properties that are 50 years of age or older that appear to have a good degree of integrity and historic and/or architectural distinction.
- c. Research to develop a general historical context focusing particularly on the developmental history of the built environment. The historical context will be included in a summary report documenting the findings of the reconnaissance-level survey.
- d. Recommendations will be made for further study on intensive-level survey of individual resources and/or districts, if required.
- e. Review of I-Sites, online Property Records, and historic aerial photography to identify buildings and/or districts within the project area.
- f. Perform fieldwork to photograph and document the built environment within 100 feet of the project area. The field work will include:
  - i. Mapping of potential district and/or character areas.
  - ii. Photographing representative streetscapes, structures, buildings, landscapes, and other relevant features.
  - iii. Field observations noting visual characteristics of distinct areas along the project corridor.
  - iv. Multiple photographs from the public right-of-way will be captured for resources that are 50 years of age or older.
  - v. Numerous photographs will be captured within historic districts that extend into the Area of Potential Effect (APE).
  - vi. Photographs will include representative streetscapes and buildings.

- vii. Resources within the potential district exhibiting loss of integrity shall be noted on a parcel map and recognized as noncontributing elements.
- g. Consultation with Iowa DOT Location and Environment Bureau and Iowa SHPO, if needed, on survey findings and reporting.
- h. A technical report will be provided to the CLIENT based on Iowa SHPO standards and will provide the historical context, findings, recommendations, detailed maps, and photographs. Research methods and final report preparation will help to fulfill compliance requirements of Section 106 of the National Historic Preservation Act.

**ARTICLE IV. PROJECT SCHEDULE**, change to the following:

The PROFESSIONAL completed the preliminary design services through February 29, 2024. Final design services are anticipated to be provided through bid letting, which is currently scheduled for December 16, 2025. The anticipated schedule for the final design phase is noted below. If changes are made to this schedule, the PROFESSIONAL shall submit changes to the CLIENT for approval.

Notice to Proceed (Final design)	May 7, 2024
Progress Set submittal to CLIENT	July 18, 2024
Public Information Meeting	July 31, 2024
Progress Set comments to PROFESSIONAL	August 15, 2024
Check Set submittal to CLIENT	July 3, 2025
Check Set comments to PROFESSIONAL	July 31, 2025
Methods Review (DM5) to CLIENT and Iowa DOT	August 19, 2025
Final Plans (D08) to CLIENT and Iowa DOT	October 7, 2025
Bid Letting (L03)	December 16, 2025

**ARTICLE V. COMPENSATION AND TERMS OF PAYMENT**, shall be amended as follows:

**A. PRELIMINARY PROFESSIONAL SERVICES**

As set forth in Article V, the Preliminary Professional Services fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in the Professional’s Standard Fee Schedule. The current Standard Fee Schedule is shown in the attached Exhibit “C”. Total fees of services shall not exceed the following amounts without the approval of the CLIENT.

<b>Item</b>	<b>Base Agreement</b>	<b>Amendment No. 1</b>	<b>Total</b>
1. Topographic Survey and Base Drawings	\$39,100	\$7,300	\$46,400
2. Traffic Study and TSIP Funding Application	\$29,500	\$39,400	\$68,900
3. Conceptual Design	\$28,800	\$0	\$28,800
<b>Total</b>	<b>\$97,400</b>	<b>\$46,700</b>	<b>\$144,100</b>

**B. BASIC PROFESSIONAL SERVICES**

As set forth in Article V, the Basic Professional Services fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in the Professionals Standard Fee Schedule. The current Standard Fee Schedule is shown in the attached Exhibit “C”. Total fees of services shall not exceed the following amounts without the approval of the CLIENT.

<b>Item</b>	<b>Base Agreement</b>	<b>Amendment No. 1</b>	<b>Total</b>
1. Project Administration and Management	\$65,100	\$31,300	\$96,400
2. Preliminary Utility Coordination	\$18,100	\$0	\$18,100
3. Preliminary (D2) Design and Construction Plans (Roadway and Utilities)	\$99,400	\$0	\$99,400
4. Preliminary Traffic Signal Design and Construction Plans	\$30,600	\$7,800	\$38,400
5. Right-of-Way (D5) Design and Construction Plans (Roadway and Utilities)	\$118,800	\$36,100	\$154,900
6. Lighting Analysis and Design	\$5,800	\$0	\$5,800
7. Final Design and Construction Plans (Roadway and Utilities)	\$0	\$209,000	\$209,000
8. Final Traffic Signal Design and Construction Plans	\$0	\$20,400	\$20,400
<b>Total</b>	<b>\$337,800</b>	<b>\$304,600</b>	<b>\$642,400</b>

**C. ADDITIONAL SERVICES**

As set forth in Article V, the PROFESSIONAL fees shall be based on the current hourly rates and fixed expenses. The estimated PROFESSIONAL costs as provided to the CLIENT represent a probable budget amount. The CLIENT will be billed for actual direct hours and if the PROFESSIONAL believes the budgetary amounts will be exceeded, the CLIENT will be promptly notified by the PROFESSIONAL.

<b>Item</b>	<b>Base Agreement</b>	<b>Amendment No. 1</b>	<b>Total</b>
1. Roadway Geotechnical Investigation	\$12,000	\$0	\$12,000
2. Environmental Geotechnical Investigation	\$23,000	(-) \$10,100	\$12,900
3. Utility Verification Test Holes	\$18,000	\$0	\$18,000
4. Phase 1 Environmental Site Assessment	\$5,000	\$0	\$5,000
5. Cultural Resources Evaluation	\$4,500	\$0	\$4,500
6. Changes in the Scope of Services	\$0	\$0	\$0
7. Construction Services	\$0	\$0	\$0
8. NEPA Documentation	\$0	\$31,000	\$31,000
9. Architectural Historic Survey	\$0	\$6,000	\$6,000
<b>Total</b>	\$62,500	\$26,900	\$89,400

CONTRACT AMOUNT

<b>TOTAL ORIGINAL AGREEMENT</b>	<b>\$497,700</b>
<b>TOTAL AMENDMENT NO. 1</b>	<b>\$378,200</b>
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$875,900</b>

Billings shall include sufficient documentation to explain the charges. All billings shall be accompanied by a Billings Information Report on a form provided by the PROFESSIONAL.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this 6th day of May, 2024.

ATTEST: CITY OF ANKENY, POLK COUNTY, IOWA

\_\_\_\_\_  
Michelle Yuska  
City Clerk, City of Ankeny

By \_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST: SNYDER & ASSOCIATES, INC.



By  \_\_\_\_\_

Digitally signed by Tim L. West  
Date: 2024.04.30 11:14:32  
-05'00'

Tim L. West, Business Unit Leader

Exhibit “C”

**SNYDER & ASSOCIATES, INC.**  
**2024**  
**STANDARD FEE SCHEDULE**

<b>Billing Classification/Level</b>	<b>Billing Rate</b>
<b>Professional</b>	
<i>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Archaeologist, Right-of-Way Agent, Graphic Designer</i>	
Principal II	\$252.00 /hour
Principal I	\$237.00 /hour
Senior	\$216.00 /hour
VIII	\$198.00 /hour
VII	\$187.00 /hour
VI	\$178.00 /hour
V	\$166.00 /hour
IV	\$153.00 /hour
III	\$141.00 /hour
II	\$128.00 /hour
I	\$115.00 /hour
<b>Technical</b>	
<i>CADD, Survey, Construction Observation</i>	
Lead	\$150.00 /hour
Senior	\$144.00 /hour
VIII	\$134.00 /hour
VII	\$124.00 /hour
VI	\$111.00 /hour
V	\$101.00 /hour
IV	\$91.00 /hour
III	\$82.00 /hour
II	\$75.00 /hour
I	\$66.00 /hour
<b>Administrative</b>	
II	\$77.00 /hour
I	\$63.00 /hour
<b>Reimbursables</b>	
Mileage	<i>current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>



## STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form-modified)

**NOW ON THIS** 15th day of May, 2023, **Snyder & Associates, Inc.**,  
2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and  
**City of Ankeny, Iowa**

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: South Ankeny Boulevard Improvements – SE Peterson Drive to 1st Street
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
  - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
  - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
  - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
  - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
  - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.
6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.
8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.
  - 8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.
  - 8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.
  - 8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.
  - 8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:
  - 9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.
  - 9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

- 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
  - 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.
  - 9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.
  - 9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
  - 9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.
10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.
- 10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.
  - 10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:

11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).

11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by

the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

13.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

13.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

13.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

13.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

14. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

15. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

16. **SUSPENSION OF SERVICES:** If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay

or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

17.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

17.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

17.3. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

18. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

18.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

18.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

18.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

18.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

18.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

18.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

18.3. In the event of any termination that is not the fault of the Professional, the Client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including demobilization associated overhead costs and all other expenses directly resulting from the termination.

19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).

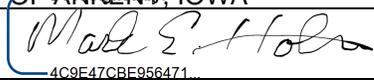
21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

- |                  |                               |                  |                              |
|------------------|-------------------------------|------------------|------------------------------|
| <b>Exhibit A</b> | <b>Scope of Services</b>      | <b>Exhibit C</b> | <b>Standard Fee Schedule</b> |
| <b>Exhibit B</b> | <b>Insurance Requirements</b> | <b>Exhibit D</b> | <b>Project Location Map</b>  |

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

CITY OF ANKENY, IOWA (Client)  
 By:   
 (Authorized agent)  
Mark E. Holm  
 (Printed or typed signature)

**SNYDER & ASSOCIATES, INC. (Professional)**  
 By:   
 (Authorized agent)  
Mark A. Land, P.E., CFM  
 (Printed or typed signature)

Digitally signed by Mark A. Land, P.E., CFM  
Date: 2023.05.09 09:10:13 -05'00'

Route executed copy to: Andy Burke

## **Exhibit A**

### **Scope of Services**

#### **SOUTH ANKENY BOULEVARD IMPROVEMENTS – SE PETERSON DRIVE TO 1<sup>ST</sup> STREET**

##### **I. SCOPE OF WORK**

###### **A. PROJECT DESCRIPTION**

Professional shall provide Professional Services as required to complete the preparation and assembly of the Project through Iowa DOT's D5 submittal, as described hereinafter as follows:

1. Perform a traffic study to identify intersection geometry, lane configuration needs, turn lane lengths, and access management recommendations. This information will be reviewed with the Client and Iowa DOT for approval.
2. Replacing the existing traffic signal at South Ankeny Boulevard and 3<sup>rd</sup> Street with a new permanent traffic signal. Modifications to and/or replacement of the existing traffic signal at Ankeny Boulevard and 1<sup>st</sup> Street, as determined by the traffic study.
3. Design for reconstructing South Ankeny Boulevard from an urban four-lane undivided section to an urban four-lane divided boulevard section with raised medians along with auxiliary lanes at major intersections. Based on the Traffic Operations and Safety Study dated August 2020 the following auxiliary lane improvements are anticipated: southbound left turn lane at SE Peterson Drive, northbound right turn lane at SE Peterson Drive, northbound and southbound left turn lanes at 3<sup>rd</sup> Street, northbound right turn lane at SE 3<sup>rd</sup> Street, and northbound left turn and right turn lane at 1<sup>st</sup> Street. Reconstruction limits along South Ankeny Boulevard will be from approximately 300' south of SE Peterson Drive to 1<sup>st</sup> Street. Reconstruction limits along SE Peterson Drive will be approximately 300' east of South Ankeny Boulevard. Reconstruction limits along SW 3<sup>rd</sup> Street will be approximately 300' west of South Ankeny Boulevard. Reconstruction limits along SE 3<sup>rd</sup> Street will be coordinated with the Client during design but are anticipated to be within 150' of South Ankeny Boulevard. Updated traffic counts were completed in December 2022 that will be utilized to perform the traffic study mentioned in Item #1 above. These results may change the recommendations for auxiliary lane improvements noted in the August 2020 study.
4. Design for an 8' wide sidewalk along the west side and a 5' wide sidewalk along the east side of South Ankeny Boulevard within the Project limits.
5. Design for new storm sewer under the new pavement along South Ankeny Boulevard within the Project limits. Professional shall coordinate with the Client's current construction project along SE 3<sup>rd</sup> Street.
6. Design for new sanitary sewer along South Ankeny Boulevard within the Project limits and outside the new pavement with the intent to continue sanitary sewer

replacement with a future project south of SE Peterson Drive. Professional shall coordinate with Client's current construction project along SE 3<sup>rd</sup> Street.

7. Design for new water main along South Ankeny Boulevard within the Project limits and outside the new pavement with the intent to continue water main replacement with a future project south of SE Peterson Drive to SW Ordnance Road. Professional shall coordinate with Client's current construction project along SE 3<sup>rd</sup> Street.
8. The Project will be developed with the understanding that it will be let through the Iowa DOT Contracts Bureau and final design services will be performed at a later date under a Supplemental Agreement. The Project will be developed on the Iowa DOT Projectwise site.
9. Construction staking, administration, observation, and final Project acceptance will be performed under a Supplemental Agreement.
10. It is understood that the Iowa DOT will perform boundary survey, right-of-way design, platting, acquisition services, and all other right-of-way-related services.

## B. PRELIMINARY PROFESSIONAL SERVICES

Professional will provide the Preliminary Professional Services as follows.

### 1. TOPOGRAPHIC SURVEY AND BASE DRAWINGS

All preliminary survey shall meet the requirements of the "November 2010, Office of Design, English Preliminary Survey Specifications" and "Specifications for Targeting Ground Control Points for Photogrammetry".

- a. Professional shall contact all potentially impacted property owners. This will include sending a letter to each potentially impacted property owner identifying the scope of work, and the timeline surveyors may enter the property. If entry is not allowed, Professional shall notify "Survey Manager, Design Bureau" with the name of the property owner to discuss other options.
- b. Survey horizontal datum shall be established as needed at control points on the Project relative to IaRCS Zone 8. The survey will include horizontal control information relating the survey datum to a minimum of one project as built benchmark and a minimum of one National Geodetic Survey Benchmark within 6 miles of the Project location, provided they exist.
- c. Survey vertical datum will be relative to NAVD88 (Geoid 12b) and will relate the survey datum to two National Geodetic Survey Benchmarks within 2 miles of the Project location, provided they exist.
- d. Professional shall obtain what is considered a "Full Field Survey" within the area shown on Exhibit D - Project Location Map. The rules for this

agreement shall be for Professional to survey all hard objects including, but not limited to, roadways, bridges, drainage structures, and utility structures. Ground features included are all break lines outside shoulder to outside shoulder, top back slope break line, all drainage feature break lines such as draws, side ditches, banks, stream beds, edges of rivers, ponds and pond beds.

- e. The Iowa DOT shall provide existing plans or as-builts for roadways, existing bridges and culverts within the identified survey corridor.
- f. Professional shall utilize the Iowa Real-Time Network (RTN) as the primary method of collecting data on soft surfaces only. Hard surface data collection will be obtained by utilizing a Real-Time Kinematic (RTK) positioning base station on a primary control station or by utilizing secondary control in association with total station observations. A report shall be provided to the Client and Iowa DOT on what types of checks and balances were observed for quality assurance.
- g. Professional will require all field personnel to wear the ANSI 107 Class 2 safety apparel while occupying the state right-of-way.
- h. Professional shall place an Iowa One-Call Design Locate request. If the utility company locators do not cooperate, Professional will attempt to resolve the issue with assistance from City Staff, if necessary. If the utility company locators still do not cooperate, Professional shall notify "Survey Manager, Design Bureau" via email with the name of the company and one-call confirmation number. The "Survey Manager, Design Bureau" shall then contact said utility office for further assistance.
- i. It is understood that all work needed to locate, calculate, record, and show existing right-of-way lines, property lines, lot lines, section lines, quarter section lines, and U.S. Public Land Corner Certificates will be performed by Iowa DOT.

## 2. TRAFFIC STUDY AND TSIP FUNDING APPLICATION

Professional will perform a traffic study to evaluate intersection lane configuration needs, as an update to the 2020 US Highway 69 / South Ankeny Boulevard Corridor Traffic Operations and Safety Study (previous study). Services provided will include the following:

- a. Perform 24-hour turning movement traffic counts at the following South Ankeny Boulevard intersections (study intersections), using video methods.
  - i. 1st Street
  - ii. SW 2nd Street
  - iii. S 3rd Street
  - iv. SE Peterson Drive
  - v. SE 8th Street

- b. Prepare 2050 AM, midday, and PM peak hour turning movement traffic forecasts for the study intersections, based on traffic count data and anticipated growth rate.
- c. Perform traffic operations analyses of estimated 2050 AM, midday, and PM peak hour traffic for the four-lane divided boulevard with auxiliary lanes concept identified in the previous study to determine average delays, levels of service, and vehicle queuing. Analyses will utilize and modify initial Synchro files to be provided by the Client.
- d. Evaluate the need for additional right turn lanes at the study intersections per Client's turn lane warrant criteria and consider potential operational and safety benefits and access impacts.
- e. Review existing access along the Project corridor and provide access management recommendations.
- f. Based on analysis results, determine recommended intersection lane configurations and turn lane lengths at the study intersections.
- g. Prepare a draft memorandum summarizing analyses and recommendations. Submit draft memorandum and Synchro files to the Client for review. Finalize memorandum upon receipt of Client comments.

Professional shall prepare a Traffic Safety Improvement Program (TSIP) funding application for the Project. The TSIP application will include the following:

- a. Completed application form.
- b. Project narrative including existing conditions, proposed concept and safety justification.
- c. Graphics including a detailed Project location map, concept design drawing, signal layout drawings and photos.
- d. Itemized breakdown of estimated Project costs with safety-related costs listed separately.
- e. Project development schedule.
- f. Crash data from ICAT.
- g. Safety benefit / cost analysis using Iowa DOT worksheet. Iowa DOT Potential for Crash Reduction (PCR) information for the corridor and intersections will also be reviewed and discussed.
- h. Coordination with the Client and Iowa DOT, and submittal of the completed application to the Client for submittal to Iowa DOT by the August 15, 2023, deadline.

### 3. CONCEPTUAL DESIGN

The purpose of this phase is to develop the typical sections, set the roadway functional geometry, establish the limits of the raised median construction, determine approximate side road removal limits, and evaluate Project staging and constructability.

- a. Preparation and submittal of the Project Concept Statement to the Client and Iowa DOT for review and comment. Project Concept Statement to follow standard Iowa DOT requirements and show, at a minimum, Project location, Project data, purpose and need, feasible alternates, recommendations, cost estimating, programmed funds, and anticipated Project impacts. It is anticipated that the Traffic Operations and Safety Study dated August 2020 may be referenced within the Project Concept Statement.
- b. Professional shall prepare a conceptual opinion of probable construction costs with 20% contingency for the Project to assist the Client and Iowa DOT on required funding needs.
- c. Professional shall evaluate the construction staging for reconstruction of South Ankeny Boulevard with consideration of utility reconstruction, maintaining through traffic, and maintaining access to property owners and businesses. A summary of findings and recommendations will be provided to the Client and Iowa DOT for review and comment. Professional shall review the future reconstruction layout and staging of South Ankeny Boulevard to the south of SE Peterson Drive. It is anticipated that traffic will need to shift between the northbound and southbound lanes along South Ankeny Boulevard during future reconstruction. Professional will evaluate the limits of the median construction to the south of SE Peterson Drive. Professional will summarize the findings in a technical memorandum for the Client and Iowa DOT's review.
- d. Professional shall evaluate the consolidation of existing access points for property owners and businesses to provide more efficient and safer traffic operations. A summary of findings and recommendations will be provided to the Client and Iowa DOT for review.

### C. BASIC PROFESSIONAL SERVICES

Professional will provide the Basic Professional Services as follows.

#### 1. PROJECT ADMINISTRATION AND MANAGEMENT

Professional shall perform the following administrative services during the design of the Project:

- a. Monthly progress reports as requested to the Client.
- b. Monthly billing reports to the Client.

- c. Project coordination for engineering with the Client and Iowa DOT.
- d. Project design review with the Client.
- e. Administer monthly, on average, Project management team (PMT) meetings to review Project development progress.
- f. Preparation for and attendance at one (1) Public Information Meeting (PIM). Professional shall prepare exhibits and other needed documents for the PIM. Exhibits will be prepared ahead of the PIM and submitted to Client and Iowa DOT for review and comment. Professional shall prepare a video illustrating the general Project overview and will include an audio voice-over to assist users with an understanding of Project features and intent. Professional will gather comments from the PIM, prepare meeting notes, and distribute the meeting notes to the Client and Iowa DOT. It is understood that the Iowa DOT will post notices and send notices to affected property owners in advance of the PIM and lead the PIM, and the Client will coordinate a meeting location.
- g. Attend one (1) City of Ankeny City Council Work Session to present the Project.

## 2. PRELIMINARY UTILITY COORDINATION

- a. Professional will coordinate with the Client, Iowa DOT, and utility companies to discuss the locations of facilities and potential impacts as a result of the Project.
- b. Professional will keep a log of utility discussions that will include primary utility contact, secondary utility contact, phone numbers, email addresses, utility relocation status, and a log of conversations conducted with utility representatives.
- c. Professional will assist the Client and Iowa DOT with holding and facilitating two (2) group utility meetings to present the Project and address specific issues related to existing franchise utilities. Professional will prepare and distribute meeting minutes to all attendees and available utility contacts.
- d. Professional shall assist the Client and Iowa DOT in reviewing of submitted relocation plans by franchise utilities to accommodate the roadway and utility improvements associated with the Project design.

## 3. PRELIMINARY (D2) DESIGN AND CONSTRUCTION PLANS (ROADWAY AND UTILITIES)

Professional shall perform preliminary design work necessary to further define the Project scope and order of magnitude construction costs for the Project. Preliminary design and plan preparation will be through the Iowa DOT's D2

(Field Exam) submittal. This task will develop the plans to a 30% complete level and follow the Iowa DOT's Design Manual and Standard Specifications.

Services are to include:

- a. A design criteria memorandum will be prepared for this Project to establish the basis for design parameters. Iowa DOT Design Criteria Worksheets will be prepared and submitted. Anticipated elements presented within the design criteria include, but are not limited to, typical section(s), posted and design speed, horizontal and vertical curve data, stopping sight distance, intersection radius, design vehicles, storm sewer design, sanitary sewer design, water main design, possible fiber optic design, utility materials, and other pertinent information.
- b. Preliminary plan and profiles for the paving of South Ankeny Boulevard and side streets within the Project limits. Design to show preliminary geometric design for auxiliary lanes, intersections, sidewalks, and general business and residential driveways. Design vehicle turning movement exhibits will be provided to the Client and Iowa DOT for review and approval prior to preliminary design production.
- c. Preliminary plan view for the proposed water main along South Ankeny Boulevard, pertinent connections to the existing water main system at intersections, and water service locations based on topographic survey and Client's GIS mapping information. It is anticipated that water services will be replaced to a point approximately 5' outside of the right-of-way. It is not anticipated that lead services will be present within the Project limits and replacement of lead services to the building are not included in this scope.
- d. Preliminary plan view for proposed sanitary sewer replacement along South Ankeny Boulevard, pertinent connections to the existing sanitary sewer system, and sanitary sewer service locations based on Client's GIS mapping information, available record drawings, or available sewer videos provided by the Client. It is anticipated that the existing flowlines and slopes will be maintained. It is anticipated that sanitary sewer services will be replaced to a point approximately 5' outside of the right-of-way.
- e. Preliminary hydraulic and hydrology design and plan views for the new storm sewer system.
- f. Preliminary staging plan to delineate construction phasing while maintaining two-way traffic along South Ankeny Boulevard and access to adjacent properties to the greatest extent possible. It is anticipated that only right-in / right-out vehicle movements will be allowed for property access during construction. Closing of side streets will be evaluated and reviewed by the Client and Iowa DOT for consideration prior to the Project Information Meeting.

- g. Included with this task and plan development are the following:
  - i. Title sheet.
  - ii. Typical sections and general notes sheets.
  - iii. Preliminary plan quantities and general information.
  - iv. Plan and profile sheets along South Ankeny Boulevard and side streets showing existing and proposed features. It is anticipated that storm sewer, water main, and sanitary sewer improvements along with possible fiber optic improvements, will be shown in plan view only and will be further developed to include profiles and other details on independent sheets with subsequent design tasks. Preliminary Project grading limits or “need lines” will be shown.
  - v. Removal sheet identifying pavement, utility, and other site features scheduled for removal.
  - vi. Horizontal and vertical survey control sheets.
  - vii. General traffic control and staging sheets. It is anticipated that general notes, typical sections, and preliminary plan views will be provided. Detailed design of traffic control and staging plans will be completed on subsequent design tasks.
  - viii. Preliminary pavement marking plan sheets.
  - ix. Preliminary cross-sections.
- h. It is anticipated that the pavement design determination will be provided by the Iowa DOT during the Preliminary Plan development.
- i. Professional will administer a quality control review which includes a site walk-through and a plan review. The quality control plan review will be performed by a Professional Engineer.
- j. Professional will submit the Field Exam (D2) preliminary plan set to the Client and Iowa DOT for review and comment at least two weeks prior to the scheduled field exam.
- k. Professional will attend a field exam with the Client and Iowa DOT, take notes during the field exam, prepare meeting minutes, and submit minutes to all attendees.
- l. Professional will submit a preliminary opinion of probable construction costs to the Client with a 15% construction contingency.

#### 4. PRELIMINARY TRAFFIC SIGNAL DESIGN AND CONSTRUCTION PLANS

Professional will utilize Project base mapping and proposed intersection layouts to prepare preliminary traffic signal plans (60%) for a new traffic signal installation at the South Ankeny Boulevard / South 3<sup>rd</sup> Street intersection along with traffic signal modifications and / or a new signal installation at the Ankeny

Boulevard / 1<sup>st</sup> Street intersection. Services provided will include the following:

- a. Prepare a preliminary traffic signal layout sheet for each intersection and preliminary plan sheet(s) for fiber optic communications conduits and handholes along South Ankeny Boulevard, within the Project limits.
- b. Prepare a preliminary wiring sheet for each intersection.
- c. Prepare preliminary plan sheet(s) showing temporary traffic signals and/or temporary traffic signal modifications needed to accommodate proposed construction staging.
- d. Determine right-of-way needs associated with proposed traffic signal improvements.
- e. Prepare a preliminary cost opinion for proposed traffic signal improvements with a 15% contingency.

5. **RIGHT-OF-WAY (D5) DESIGN AND CONSTRUCTION PLANS  
(ROADWAY AND UTILITIES)**

- a. Professional shall perform design tasks and plan preparation to provide a right-of-way submittal (D5) to the Client and Iowa DOT. The plans shall be used by the Iowa DOT for right-of-way design and property acquisitions. This task will develop the plans to a 60% complete level and will incorporate comments from the Client and Iowa DOT during the Field Exam (D2) submittal. The D5 plans shall include, but not be limited to, the following information:
  - i. Title sheet.
  - ii. Typical sections and general notes sheets.
  - iii. Estimated construction plan quantities and estimate reference information.
  - iv. Plan and profile sheets along South Ankeny Boulevard and side streets showing existing and proposed features. The plans will show right-of-way needs and will be highlighted, bubbled, dimensioned, and noted for a clear understanding of the proposed right-of-way need locations and purpose.
  - v. Removal sheet identifying pavement, utility, and other site features scheduled for removal.
  - vi. Horizontal and vertical survey control sheets.
  - vii. Refined traffic control and staging sheets showing additional details on property access that may impact right-of-way needs. It is anticipated that general notes, typical sections, and plan views will be provided. Detailed traffic control and staging plans will be completed during the Final Design tasks.
  - viii. Storm sewer sheets showing plan and profile information related to the storm sewer design with intake type and data, pipe sizes, utility crossings, materials, flowlines, slopes, and lengths. The hydraulic grade line will be displayed on the profile for

- reference. A storm sewer drainage report will be prepared and submitted to the Client and Iowa DOT for review and comment.
- ix. Water main sheets showing plan and profile information related to the water main design with pipe length, size, materials, bury depths, utility crossings, profile adjustments, fire hydrants, water valves, pipe bends, water service piping, etc.
  - x. Sanitary sewer sheets showing plan and profile information related to the sanitary sewer design with structure type and data, pipe sizes, flowlines, materials, slopes, and lengths, sanitary sewer service piping, etc.
  - xi. Preliminary pavement marking sheets.
  - xii. Preliminary cross-sections.
- b. Anticipated design and plan development elements not included in the D5 Plan submittal include, but are not limited to, final quantity tabulations, final traffic control and staging plan, intersection geometric, staking, and jointing sheets, erosion control, pedestrian ramp compliance design, earthwork sheets, final cross-sections, etc.
  - c. Professional will submit the Right-of-Way Plans (D5) submittal to the Client and Iowa DOT for review and comment. The Professional will submit an opinion of probable construction costs to the Client with a 10% construction contingency.
  - d. Professional will provide a schedule of anticipated Developmental Specifications or Special Provisions that may apply to this Project. Preparation of these documents will take place during Final Design tasks.
  - e. Professional will prepare a Public Interest Finding (PIF) for any proprietary items such as traffic signalization equipment and water main appurtenances. Professional will submit the PIF to the Client for review. Client will submit the PIF to Iowa DOT for approval.

## 6. LIGHTING ANALYSIS AND DESIGN

- a. Professional shall determine existing light pole relocation and possible additional light pole needs associated with the Project, based on photometric analysis of existing and proposed lighting.
- b. Professional shall prepare plan sheet(s) showing proposed lighting system modifications and provide to the Client. Plan sheet(s) will be provided to MidAmerican Energy for pricing and installation, as directed by the Client.

## 7. FINAL DESIGN AND CONSTRUCTION PLANS (ROADWAY AND UTILITIES)

This service will be added by Supplemental Agreement.

8. FINAL TRAFFIC SIGNAL DESIGN AND PLANS

This service will be added by Supplemental Agreement.

D. ADDITIONAL SERVICES

1. ROADWAY GEOTECHNICAL INVESTIGATION

Through a subconsultant, Professional shall perform the soil and materials testing for soil investigation of the Project. This includes up to five (5) soil borings, mobilizing truck-mounted drilling equipment, perform traffic control, drill and sample to depths of 20 feet, performing laboratory testing, and performing engineering soil analysis. The results will be provided in a written report and will include recommendations for soil conditions, pavement design considerations, potential subgrade stabilization locations, classifications of suitable or unsuitable soils encountered, and design considerations for utility improvements.

2. ENVIRONMENTAL GEOTECHNICAL INVESTIGATION

Through a subconsultant, Professional will perform up to 10 environmental borings through the corridor to test soil and groundwater for VOC, THE, PCB's, and RCRA metals. The borings will be performed at a depth of approximately 25 feet and include two (2) mobilizations. A report will be prepared and submitted to the Client and Iowa DOT for review.

3. UTILITY VERIFICATION TEST HOLES

Through a subcontractor, Professional will provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal locations (Quality Level A) of existing utilities that are potentially in conflict with the proposed improvements. This includes an estimated 20 utility test holes.

4. PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

a. Professional will complete a Phase I Environmental Site Assessment (ESA) for the Project site. The Phase I ESA will include a review of state and federal environmental record sources and site history, along with a visual inspection of the site to identify any recognized environmental conditions associated with the subject properties. Review of environmental record sources shall include information provided by the Environmental Protection Agency Region VII through the Freedom of Information Act. These records include the National Priority List, Comprehensive Environmental Response Compensation and Liability Information System, and Resource Conservation and Recovery Information System. The review shall include a search for any information related to the subject properties and surrounding area. Professional shall review data provided by the Iowa Department of

Natural Resources (Iowa DNR) for any information concerning underground storage tank registration or removal, leaking underground storage tanks, permitted sanitary landfills, hazardous substance disposal sites, RCRIS compliance violators, and emergency response actions. For the site history review, available aerial photographs, topographic maps, fire insurance maps, historic street directories, and chain of title (if available) for the subject properties shall be examined by the Professional.

- b. Professional will perform a site reconnaissance at the locations to investigate each building, current uses, and to identify conditions or activities related to the treatment, storage, disposal, or generation of hazardous substances or petroleum products on the subject sites. Interviews not already completed with persons familiar with the use or prior use of the properties shall be included in the assessment.
- c. Professional will provide to the Client written reports for the Phase I Environmental Site Assessment to include discussion on the site history, environmental record source review, geology and hydrogeology, site reconnaissance, interviews, and recommendations. The Client will provide landowner information including names, addresses, and phone numbers.
- d. The Phase I Environmental Site Assessment will conform to ASTM Practice E 1527-13 and the All Appropriate Inquiries Act under the Small Business Relief and Brownfields Revitalization Act of 2002.

5. CULTURAL RESOURCES EVALUATION

Through a subconsultant, Professional shall perform a Phase IA reconnaissance level cultural resources survey for the Project. Information and documentation provided shall include fieldwork, data review, analysis, report preparation, and submittal.

6. CHANGES IN THE SCOPE OF SERVICES

The Client may request Extra Services for the Professional not included in the Scope of Services as outlined. Extra Services may include, but not be limited to, expanding the scope of the Project and work to be completed; requesting the development of various documents; submittal of permits and fees beyond the scope described in this Agreement; aesthetic or landscaping design; right-of-way platting, acquisition, and negotiations; cultural, biological, or NEPA studies or documentation beyond the scope provided herein; structural design; and requesting additional work items that increase the Professional Services and corresponding costs. Extra Services shall be performed as requested in writing by the Client on an hourly basis in accordance with the current fiscal year Professional's Standard Fee Schedule in effect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

7. CONSTRUCTION SERVICES

This service will be added by Supplemental Agreement.

**II. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS**

A. PROFESSIONAL'S RESPONSIBILITY

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial Storm Water Pollution Prevention Plan, then and in that event and notwithstanding any provision to the contrary, Professional shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial Storm Water Pollution Prevention Plan for the site.

B. CLIENT'S RESPONSIBILITY

The Client shall be solely responsible for: a) the implementation, administration and monitoring of the initial plan; b) making modifications to the initial plan as needed; c) filing the Notice of Discontinuance; and, d) compliance with all NPDES or storm water discharge statutes, rules, regulations or ordinances applicable to the site. The Professional will include the initial Storm Water Pollution Prevention Plan and include it as a part of the Contract Documents for construction. Submittal of the Notice of Intent will be by the Professional.

C. INDEMNIFICATION

Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless against all damages, liabilities, or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by Professional's errors, omissions, or negligent acts relating to the preparation of the Notice of Intent or creation of the initial Storm Water Pollution Prevention Plan. The Client shall protect, defend, indemnify, and hold Professional harmless from any and all Claims caused by or in any manner related to: a) any discharges of soil, silt, sediment, petroleum product, hazardous substances, or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation, or ordinance, unless said Claims were primarily caused by the Professional's own negligent acts. The Client shall release, waive, and otherwise discharge any and all Claims that the Client may assert against Professional relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation, or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of Professional's work on the site.

**III. RESPONSIBILITY OF THE CLIENT**

At its own expense, the Client shall have the following responsibilities regarding the execution of this Agreement by the Professional.

**A. PROJECT OFFICER**

The Client shall name a Project Officer to act as the Client’s representative with respect to the work performed under this Agreement. All correspondence with the Client relating to the Project shall be directed to the Project Officer and the Project Officer shall be invited to all progress meetings and other meetings called during the Project.

**B. PROMPT RESPONSE**

To prevent an unreasonable delay in Professional’s work, the Client will examine all reports, drawings, specifications, and other documents and will provide authorizations in writing to the Professional to proceed with work within a reasonable time period.

**C. PROJECT REQUIREMENTS**

The Client shall furnish the following information for the Project: licenses, permits, and government or agency approvals that may be necessary to complete the construction and/or Project.

**IV. PROJECT SCHEDULE**

The Project, from authorization of this Agreement through the final design, shall be performed by Professional in accordance with a schedule mutually developed by the Client and Professional. Generally, the schedule for the Project is described as follows:

**A. GENERAL SCHEDULE**

After acceptance of this Agreement by the Client, Professional shall commence work on the Project as described herein.

Notice to Proceed	May 16, 2023
Topographic Survey Completion	June 2, 2023
Pre-Design Project Concept Statement	June 6, 2023
Phase I ESA	June 30, 2023
Traffic Study Draft Memo to Client	July 7, 2023
Traffic Study Draft Memo to Client and Iowa DOT	July 14, 2023
Traffic Study Final Memo to Client	July 21, 2023
Traffic Study Final Memo to Client and Iowa DOT	July 28, 2023
Draft TSIP Application to Client	August 7, 2023
TSIP Application to Client for submittal	August 14, 2023
Field Exam (D2) Submittal to Client	August 17, 2023
Field Exam (D2) Submittal to Client and Iowa DOT	September 14, 2023
Field Exam (D2)	September 28, 2023
Field Exam (D2) comments to Professional	October 12, 2023
ROW Design (D5) Submittal to Client	February 1, 2024
ROW Design (D5) Submittal to Client and Iowa DOT	February 29, 2024
ROW Design (D5) comments to Professional	March 14, 2024
Public Information Meeting	May 2024
ROW Acquisition (Performed by Iowa DOT)	May 2024 – August 2025

**B. SCHEDULE DELAYS**

Professional shall not be responsible for delays in the schedule that are beyond Professional’s control.

**V. COMPENSATION AND TERMS OF PAYMENT**

The Client shall pay Professional in accordance with the terms and conditions of this Agreement. The total Project fee is broken down as described below.

**A. PRELIMINARY PROFESSIONAL SERVICES**

The Preliminary Professional Services fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in Professional’s Standard Fee Schedule. The current Standard Fee Schedule is shown in the attached Exhibit C. Total fees of services shall not exceed the following without approval of the Client.

1.	Topographic Survey and Base Drawings .....	\$39,100
2.	Traffic Study and TSIP Funding Application.....	\$29,500
3.	Conceptual Design.....	\$28,800
	Total Preliminary Professional Services Fees.....	\$97,400

Anytime Professional anticipates that actual fees will exceed estimated fees, Professional shall immediately notify the Client, in writing, of the proposed increase and the reasons therefore. The Client shall thereupon review such proposed increase and either accept or reject same.

**B. BASIC PROFESSIONAL SERVICES**

The Basic Professional Services fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in Professional’s Standard Fee Schedule. The current Standard Fee Schedule is shown in the attached Exhibit C. Total fees of services shall not exceed the following without approval of the Client.

1.	Project Administration and Management .....	\$65,100
2.	Preliminary Utility Coordination .....	\$18,100
3.	Preliminary (D2) Design and Construction Plans (Roadway and Utility) .	\$99,400
4.	Preliminary Traffic Signal Design and Construction Plans .....	\$30,600
5.	ROW (D5) Design and Construction Plans (Roadway and Utility) .....	\$118,800
6.	Lighting Analysis and Design.....	\$5,800
	Total Basic Professional Services Fees.....	\$337,800

Anytime Professional anticipates that actual fees will exceed estimated fees, Professional shall immediately notify the Client, in writing, of the proposed increase and the reasons

therefore. The Client shall thereupon review such proposed increase and either accept or reject same.

C. ADDITIONAL SERVICES

Professional fees will be based on the current hourly rates and fixed expenses. The estimated Professional costs as provided to the Client represents a probable budget amount. The Client will be billed for actual direct hours and if Professional believes the budgetary figures will be exceeded, the Client will be promptly notified by Professional.

1.	Roadway Geotechnical Investigation .....	\$12,000
2.	Environmental Geotechnical Investigation.....	\$23,000
3.	Utility Verification Test Holes (Estimated 20 @ \$900 per) .....	\$18,000
4.	Phase 1 Environmental Site Assessment .....	\$5,000
5.	Cultural Resources Evaluation.....	\$4,500
	Total Additional Services Fees .....	\$62,500
	TOTAL FEES .....	\$497,700

D. HOURLY CONSTRUCTION SERVICES

Construction Services shall be performed under a Supplemental Agreement.

## Exhibit B

### City of Ankeny Insurance Requirements for Professional Services

1. Professional shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit B prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project # \_\_\_\_\_ or Lease of premises at \_\_\_\_\_ or construction of \_\_\_\_\_.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit B.
6. All required endorsements to various policies shall be attached to Certificate of Insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit B.
9. Whenever an ISO form is referenced the current edition of the form must be used.
10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.
11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

## Exhibit B

### City of Ankeny Insurance Requirements for Professional Services

#### A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

- a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:  
The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

**B) AUTOMOBILE LIABILITY** \$ 1,000,000 (Combined Single Limit)

#### C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$100,000
Each Employee-Disease	\$100,000
Policy Limit-Disease	\$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Ankeny. Coverage B limits shall be greater if required by Umbrella Carrier.

**D) UMBRELLA LIABILITY** \$ 2,000,000

Umbrella liability coverage must be at least following form with the underlying policies included herein.

## Exhibit B

### City of Ankeny Insurance Requirements for Professional Services

**E) PROFESSIONAL LIABILITY** \$ 2,000,000

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. ~~The policy/coverages shall be amended to include the following:~~

~~Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."~~

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against the City of Ankeny.

**F) CONTRACTOR'S ENVIRONMENTAL LIABILITY** \$ 2,000,000

- Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

## Exhibit B

### City of Ankeny Insurance Requirements for Professional Services

#### Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.



# STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate
<b>PROFESSIONAL</b>	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	\$245.00/hour
Principal I	\$230.00/hour
Senior	\$210.00/hour
VIII	\$192.00/hour
VII	\$182.00/hour
VI	\$173.00/hour
V	\$161.00/hour
IV	\$149.00/hour
III	\$137.00/hour
II	\$123.00/hour
I	\$109.00/hour
<b>TECHNICAL</b>	
CADD, Survey, Construction Observation	
Lead	\$146.00/hour
Senior	\$140.00/hour
VIII	\$130.00/hour
VII	\$120.00/hour
VI	\$108.00/hour
V	\$98.00/hour
IV	\$88.00/hour
III	\$80.00/hour
II	\$73.00/hour
I	\$64.00/hour
<b>ADMINISTRATIVE</b>	
II	\$75.00/hour
I	\$61.00/hour
<b>REIMBURSABLES</b>	
Mileage	current IRS standard rate
Outside Services	As Invoiced

# Exhibit D Project Location Map





ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$521,704.37 to Brothers Cleaning Corporation for construction services on the Rally Complex Park Development project.

EXECUTIVE SUMMARY:

Remit payment to Syrberus, Inc. to perform disbursement services as agreed upon by Brothers Cleaning Corporation through an Irrevocable Direction of Contract Funds agreement.

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
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<input type="checkbox"/> <a href="#">Payment #1</a>
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# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2023 Rally Complex Park Development  
Contractor: Brothers Cleaning Corporation DBA Brothers Concrete  
Address: 4000 Colfax Avenue, Des Moines, IA 50317  
Finance Budget Code: 897.2897.4408 Finance Project #: 897.4408  
Vendor Project #: \_\_\_\_\_ Purchase Order #: \_\_\_\_\_  
Original Contract Date: September 18, 2023 Vendor Account #: \_\_\_\_\_

Date of Council Meeting: May 6, 2024 Payment Application #: 1

Payment Period: From: September 18, 2023 Through: April 24, 2024

### Contract Summary:

Original Contract Amount:	\$	1,736,692.10	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	1,736,692.10	
Total Completed and Stored to Date:	\$	549,162.50	
Retainage: <u>5</u> % of Completed Work:	\$	27,458.13	
Total Earned Less Retainage:	\$	521,704.37	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:	\$	521,704.37	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	521,704.37	
Balance to Finish, Including Retainage:	\$	1,214,987.73	

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: Brothers Cleaning Corporation DBA Brothers Concrete

Jose Cancino Firm Name  
Signature Date: 4/25/2024

Engineer / Consultant Approval: Nilles Associates, Inc.

J.A.B. Firm Name  
Signature Date: 4/25/2024

City of Ankeny Staff Approval:

[Signature] Date: 4/20/24

Submit to: Nick Lenox, Director of Parks & Recreation  
E-mail: NLenox@Ankenylowa.gov Phone Number: 515-963-3576

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	Cleaning and Grubbing by Units	UNIT	122		122.00	\$ 15,250.00	\$ 1,863,400.00	122.00	\$ 15,250.00		122.00	\$ 1,863,400.00	0.00	100.00%
2.02	Vegetation Removal by Area	AC	2		2.00	\$ 8,150.00	\$ 16,300.00	1.50	\$ 12,225.00		1.50	\$ 12,225.00	0.50	75.00%
2.03	Topsoil, On-Site, 4" Depth	CY	3,200		3,200.00	\$ 8.00	\$ 25,600.00	1,000.00	\$ 8,000.00		1,000.00	\$ 8,000.00	2,200.00	31.25%
2.04	Excavation, Class 10	CY	4,867		4,867.00	\$ 5.00	\$ 24,335.00	4,500.00	\$ 22,500.00		4,500.00	\$ 22,500.00	367.00	92.46%
2.05	Subgrade Preparation, 12" Depth	SY	5,725		5,725.00	\$ 2.50	\$ 14,312.50	5,725.00	\$ 14,312.50		5,725.00	\$ 14,312.50	0.00	100.00%
2.06	Compaction Testing	LS	1		1.00	\$ 2,500.00	\$ 2,500.00	0.50	\$ 1,250.00		0.50	\$ 1,250.00	0.50	50.00%
<b>SEWERS AND DRAINS</b>														
4.01	Sanitary Sewer Service Stub	LF	308		308.00	\$ 60.50	\$ 18,634.00	308.00	\$ 18,634.00		308.00	\$ 18,634.00	0.00	100.00%
4.02	Sanitary Sewer Cleanout	EA	3		3.00	\$ 1,580.00	\$ 4,740.00	3.00	\$ 4,740.00		3.00	\$ 4,740.00	0.00	100.00%
4.03	Storm Sewer, Trenched, PVC, 6" dia.	LF	110		110.00	\$ 48.50	\$ 5,335.00		\$ -		0.00	\$ -	110.00	0.00%
4.04	Storm Sewer, Trenched, PVC, 12" dia.	LF	391		391.00	\$ 55.00	\$ 21,505.00		\$ -		0.00	\$ -	391.00	0.00%
4.05	Pipe Apron, PVC, 12" dia.	EA	1		1.00	\$ 1,850.00	\$ 1,850.00		\$ -		0.00	\$ -	1.00	0.00%
<b>WATER MAINS AND APPURTENANCES</b>														
5.01	Water Service, 2" dia. (includes connection to main)	LF	293		293.00	\$ 27.00	\$ 7,911.00	240.00	\$ 6,480.00		240.00	\$ 6,480.00	53.00	81.91%
5.02	Water Service, 1" dia.	LF	164		164.00	\$ 25.00	\$ 4,100.00	164.00	\$ 4,100.00		164.00	\$ 4,100.00	0.00	100.00%
5.03	Water Service Abandonment, 1" dia.	LS	1		1.00	\$ 8,500.00	\$ 8,500.00		\$ -		0.00	\$ -	1.00	0.00%
5.04	Drinking Fountain Connection, Installation & Sump Pit	LS	1		1.00	\$ 7,980.00	\$ 7,980.00		\$ -		0.00	\$ -	1.00	0.00%
5.05	Water Appurtenances Within Mechanical Room	LS	1		1.00	\$ 5,250.00	\$ 5,250.00		\$ -		0.00	\$ -	1.00	0.00%
<b>STRUCTURES FOR SANITARY AND STORM SEWERS</b>														
6.01	Manhole, SW-401, 48-inch	EA	1		1.00	\$ 5,250.00	\$ 5,250.00		\$ -		0.00	\$ -	1.00	0.00%
6.02	Intake, SW-511 (Hydrodynamic Separator)	EA	1		1.00	\$ 6,500.00	\$ 6,500.00		\$ -		0.00	\$ -	1.00	0.00%
6.03	Intake, SW-512, 18" dia.	EA	4		4.00	\$ 1,850.00	\$ 7,400.00		\$ -		0.00	\$ -	4.00	0.00%
6.04	Manhole Adjustment, Minor	EA	1		1.00	\$ 1,850.00	\$ 1,850.00	1.00	\$ 1,850.00		1.00	\$ 1,850.00	0.00	100.00%
6.05	Manhole Adjustment, Major	EA	2		2.00	\$ 5,500.00	\$ 11,000.00	2.00	\$ 11,000.00		2.00	\$ 11,000.00	0.00	100.00%
<b>STREETS AND RELATED WORK</b>														
7.01	Removal of Pavement, 8-inch	SY	186		186.00	\$ 18.50	\$ 3,441.00	186.00	\$ 3,441.00		186.00	\$ 3,441.00	0.00	100.00%
7.02	Pavement, PCC, 8-inch, non-reinforced, with CD Joints	SY	191		191.00	\$ 70.00	\$ 13,370.00	191.00	\$ 13,370.00		191.00	\$ 13,370.00	0.00	100.00%
7.03	Parking Lot Pavement, PCC, 6-inch Non-Reinforced	SY	2,312		2,312.00	\$ 60.00	\$ 138,720.00	2,312.00	\$ 138,720.00		2,312.00	\$ 138,720.00	0.00	100.00%
7.04	PCC Pavement Samples and Testing	LS	1		1.00	\$ 2,850.00	\$ 2,850.00	0.40	\$ 1,140.00		0.40	\$ 1,140.00	0.60	40.00%
7.05	Removal of Sidewalk	SY	86		86.00	\$ 12.00	\$ 1,032.00	40.00	\$ 480.00		40.00	\$ 480.00	46.00	46.51%
7.06	Removal of Curb	LF	63		63.00	\$ 16.00	\$ 1,008.00	63.00	\$ 1,008.00		63.00	\$ 1,008.00	0.00	100.00%
7.07	Sidewalk, PCC, 5-inch, Non-Reinforced	SY	1,285		1,285.00	\$ 57.00	\$ 73,815.00		\$ -		0.00	\$ -	1,285.00	0.00%
7.08	Sidewalk, PCC, 5-inch, Class A Curb Sidewalk	SY	216		216.00	\$ 65.00	\$ 14,040.00		\$ -		0.00	\$ -	216.00	0.00%
7.09	Sidewalk Ramp, PCC, 6-inch, Non-Reinforced	SF	97		97.00	\$ 70.00	\$ 6,790.00		\$ -		0.00	\$ -	97.00	0.00%
7.10	Detectable Warning, Cast Iron	SF	40		40.00	\$ 85.00	\$ 3,400.00		\$ -		0.00	\$ -	40.00	0.00%
7.11	Detectable Warning, Cast-In-Place, Replaceable	SF	16		16.00	\$ 85.00	\$ 1,360.00		\$ -		0.00	\$ -	16.00	0.00%
7.12	Sidewalk Assurance Testing	LS	1		1.00	\$ 1,850.00	\$ 1,850.00		\$ -		0.00	\$ -	1.00	0.00%
<b>TRAFFIC CONTROL</b>														
8.01	Painted Pavement Markings, Durable	STA	10.50		10.50	\$ 450.00	\$ 4,725.00		\$ -		0.00	\$ -	10.50	0.00%
8.02	Painted Pavement Markings, Waterborne, White	STA	12.50		12.50	\$ 320.00	\$ 4,000.00		\$ -		0.00	\$ -	12.50	0.00%
8.03	Painted Symbols, Durable	EA	2		2.00	\$ 650.00	\$ 1,300.00		\$ -		0.00	\$ -	2.00	0.00%
8.04	Pavement Marking Symbols, Waterborne, White	EA	3		3.00	\$ 550.00	\$ 1,650.00		\$ -		0.00	\$ -	3.00	0.00%
8.05	Pavement Markings, Removal	STA	8.84		8.84	\$ 165.00	\$ 1,458.60		\$ -		0.00	\$ -	8.84	0.00%
8.06	Grooves Cut for Pavement Markings	STA	10		10.00	\$ 195.00	\$ 1,950.00		\$ -		0.00	\$ -	10.00	0.00%
8.07	Grooves Cut for Symbols	EA	2		2.00	\$ 1,500.00	\$ 3,000.00		\$ -		0.00	\$ -	2.00	0.00%
8.08	Temporary Traffic Control	LS	1		1.00	\$ 24,000.00	\$ 24,000.00	1.00	\$ 24,000.00		1.00	\$ 24,000.00	0.00	100.00%
8.09	Traffic Signs	EA	6		6.00	\$ 950.00	\$ 5,700.00		\$ -		0.00	\$ -	6.00	0.00%
8.10	Pre-Cast Concrete Parking Barrier	EA	1		1.00	\$ 850.00	\$ 850.00		\$ -		0.00	\$ -	1.00	0.00%
<b>SITE WORK AND LANDSCAPING</b>														
9.01	Conventional Seeding and Fertilizing, Type 1	AC	4		4.00	\$ 3,750.00	\$ 15,000.00		\$ -		0.00	\$ -	4.00	0.00%
9.02	Conventional Seeding, Type 3, With Additional Species	AC	0.50		0.50	\$ 7,500.00	\$ 3,750.00		\$ -		0.00	\$ -	0.50	0.00%
9.03	Conventional Seeding, Athletic Turf Seed Mixture	AC	1.50		1.50	\$ 7,500.00	\$ 11,250.00		\$ -		0.00	\$ -	1.50	0.00%
9.04	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	11.50		11.50	\$ 2,750.00	\$ 31,625.00		\$ -		0.00	\$ -	11.50	0.00%
9.05	Trees, Deciduous, 1.5" Caliper	EA	35		35.00	\$ 750.00	\$ 26,250.00		\$ -		0.00	\$ -	35.00	0.00%
9.06	Trees, Conifer - 4.5" Height	EA	4		4.00	\$ 850.00	\$ 3,400.00		\$ -		0.00	\$ -	4.00	0.00%
9.07	Shrubs - 24-36" Height Or Spread	EA	44		44.00	\$ 325.00	\$ 14,300.00		\$ -		0.00	\$ -	44.00	0.00%
9.08	Perennials - 1 Gallon Container	EA	16		16.00	\$ 350.00	\$ 5,600.00		\$ -		0.00	\$ -	16.00	0.00%
9.09	Shredded Hardwood Mulch	SY	40		40.00	\$ 45.00	\$ 1,800.00		\$ -		0.00	\$ -	40.00	0.00%
9.10	River Rock	TON	19		19.00	\$ 65.00	\$ 1,235.00		\$ -		0.00	\$ -	19.00	0.00%
9.11	Tree Watering, Per Trip	TRIP	3		3.00	\$ 1,850.00	\$ 5,550.00		\$ -		0.00	\$ -	3.00	0.00%
9.12	Temporary RECP, Type 2.C (Short-term)	SY	2,100		2,100.00	\$ 2.50	\$ 5,250.00		\$ -		0.00	\$ -	2,100.00	0.00%







ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 \$544,660.03 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Drive - Elevated Water 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:

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ATTACHMENTS:

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

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** NW Irvinedale Drive - Elevated Water Storage Tank  
**Contractor:** CB&I Storage Tank Solutions LLC  
**Address:** 915 N. Eldridge Parkway, Houston, TX 77079  
**Finance Budget Code:** 611.3611.4450 **Finance Project #:** 611.445  
**Vendor Project #:** \_\_\_\_\_ **Purchase Order #:** \_\_\_\_\_  
**Original Contract Date:** October 16, 2023 **Vendor Account #:** 522

**Date of Council Meeting:** May 6, 20204 **Payment Application #:** 2

**Payment Period:** From: January 28, 2024 Through: April 26, 2024

**Contract Summary:**

Original Contract Amount:	\$	<u>9,751,758.59</u>
Net Change by Change Orders:	\$	<u>(83,000.00)</u>
Contract Amount to Date: (line 1 ± 2)	\$	<u>9,668,758.59</u>

Total Completed and Stored to Date:	\$	<u>1,187,076.35</u>
Retainage: <u>5</u> % of Completed Work:	\$	<u>59,353.82</u>
Total Earned Less Retainage:	\$	<u>1,127,722.53</u>
Less Previous Applications for Payment:	\$	<u>583,062.50</u>
<b>SUBTOTAL:</b>	<b>\$</b>	<b><u>544,660.03</u></b>

**OTHER CHARGES:** \$ -

**CURRENT PAYMENT DUE:** **\$ 544,660.03**

**Balance to Finish, Including Retainage:** \$ 8,541,036.06

**Contract Time Remaining (Substantial):** \_\_\_\_\_ - Working Days  
**Contract Time Remaining (Full):** \_\_\_\_\_ - Working Days

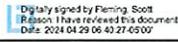
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous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

**Construction Contractor Approval:** CB&I Storage Tank Solutions LLC  
Firm Name

*Brett Keller* 4/26/2024  
Signature Date

**Engineer / Consultant Approval:** HDR Engineering, Inc.  
Firm Name

Fleming, Scott 4/29/2024  
Signature Date



**City of Ankeny Staff Approval:**

*Donald Clark* 4-29-24  
Signature Date

**Submit to:** Don Clark  
**E-mail:** [dclark@ankenyiowa.gov](mailto:dclark@ankenyiowa.gov) **Phone Number:** 515.963.3529

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment:**

No.	Date	Amount
1	March 18, 2024	\$ 583,062.50
2		
3		
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**Previous Applications for Payment:**

No.	Date	Amount
36		
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**PREVIOUS PAY APPS TOTAL = \$ 583,062.50**

**Record of Change Orders:**

No.	Date	Amount
1	March 18, 2024	\$ 83,000.00
2		
3		
4		
5		
6		
7		
8		
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12		
13		
14		
15		

**CHANGE ORDER TOTAL = \$ 83,000.00**

**Contract Time Remaining:**

Contract Period:	755
Construction Start Date:	November 6, 2023
Contract Full Completion Date:	November 30, 2025

**Substantial Completion:**

Contract Working Days:	725.0
Added by Change Order:	0.0
Total Working Days:	725.0
Working Days Used to Date:	172.0
Working Days Remaining:	553.0

**Full Completion:**

Contract Working Days:	755.0
Added by Change Order:	0.0
Total Working Days:	755.0
Working Days Used to Date:	172.0
Working Days Remaining:	583.0

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO: **City of Ankeny, IA**  
 (OWNER) **Attn: Don Clark**  
**1210 NW Prarie Ridge Rd**

CUSTOMER PROJECT:  
**10345779**

FROM (CONTRACTOR):  
**CB&I Storage Tank Solutions LLC**  
**915 N Eldridge Parkway**  
**Houston, TX 77079**

CONTRACT FOR:  
**New Elevated Water Storage Tank (Oakton and Busse) Contract**

VIA (ENGINEER):

CB&I INVOICE NO. **252422-02**  
 APPLICATION NO. **2**

WORK FROM DATE: **01/28/24**  
 WORK THRU DATE: **04/26/24**

ENG. PROJECT NO: **10345779**  
 CONTRACT DATE: **10/16/23**

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ENGINEER
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	OTHER

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		0.00	0.00
Approved this Application			
Number	Date Approved		
TOTALS		0.00	0.00
Net change by Change Orders		0.00	

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$9,751,758.59
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1+/- 2)	\$9,751,758.59
4. TOTAL COMPLETED & STORED TO DATE (Col G on G703)	\$1,187,076.35
5. RETAINAGE:	
a. 5% of Completed Work (Col D + E on G703)	\$59,353.82
b. 0% of Stored Material (Col F on G703)	0.00
Total Retainage (Line 5a + 5b or (Total in Col I of G703))	\$59,353.82
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$1,127,722.53
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$583,062.50
8. CURRENT PAYMENT DUE	\$544,660.03
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$8,624,036.06

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

CONTRACTOR: **CB&I Storage Tank Solutions LLC**

By:  Date: 04/26/24  
 A/R Administrator

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: 0

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

OWNER: **City of Ankeny, IA**

the Contractor is entitled to payment of the AMOUNT CERTIFIED.

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column 1 on Contracts where variable retainage for line items may apply.

INVOICE NUMBER: 252422-02  
 APPLICATION NUMBER: 2  
 APPLICATION DATE: 04/26/24  
 WORK FROM DATE: 01/28/24  
 WORK THRU DATE: 04/26/24

A	B	C	D	E	F	G	H	I	J	K				
ITEM NO.	DESCRIPTION OF WORK	TOTAL QUANTITY	COST PER UNIT	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATIONS	PREVIOUS % (D div C)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	TOTAL TO DATE % (G div C)	BALANCE TO FINISH (C - G)	PREVIOUS RETAINAGE 0%	CURRENT RETAINAGE 5%	TOTAL RETAINAGE 5%
	<b>General Provisions and Covenants</b>	0												
1.01	Mobilization, Demobilization, General Provisions and Covenants	1	175,000	175,000.00	0.00	0%	52,500.00		52,500.00	30%	122,500.00	0.00	2,625.00	2,625.00
	<b>Earthwork</b>													
2.01	General Clearing and Grubbing	1	26,525	26,525.00	0.00	0%	21,220.00		21,220.00	80%	5,305.00	0.00	1,061.00	1,061.00
2.02	Topsoil and Finished Grading	1358	7	10,085.87	0.00	0%	719.74		719.74	7%	9,366.13	0.00	35.99	35.99
2.03	Excavation and Haul-Off, Class 10	2700	16	42,984.00	0.00	0%	0.00		0.00	0%	42,984.00	0.00	0.00	0.00
2.04	Excavation and Embankment, Class 10	700	40	28,224.00	0.00	0%	0.00		0.00	0%	28,224.00	0.00	0.00	0.00
2.05	4" Granular Subbase for 9" PCC and 7" PCC Pavements	2057	40	82,938.24	0.00	0%	0.00		0.00	0%	82,938.24	0.00	0.00	0.00
	<b>Sewers and Drains</b>													
4.01	15" Storm Sewer Pipe, RCP	271	125	33,929.20	0.00	0%	0.00		0.00	0%	33,929.20	0.00	0.00	0.00
4.02	15" Storm Sewer Circular Pipe Aprons, Type 1, RCP	2	1,592	3,183.00	0.00	0%	0.00		0.00	0%	3,183.00	0.00	0.00	0.00
4.03	6" Subdrains, Case B, Type 1	376	10	3,771.28	0.00	0%	0.00		0.00	0%	3,771.28	0.00	0.00	0.00
4.04	6" Subdrains, Case C, Type 1	387	8	3,181.14	0.00	0%	0.00		0.00	0%	3,181.14	0.00	0.00	0.00
4.05	6" Subdrains, Detention Pond	203	9	1,749.86	0.00	0%	0.00		0.00	0%	1,749.86	0.00	0.00	0.00
4.06	6" Subdrain Cleanouts, Type A-1	11	835	9,185.11	0.00	0%	0.00		0.00	0%	9,185.11	0.00	0.00	0.00
4.07	6" Subdrain Outlets Into Structure	5	796	3,978.75	0.00	0%	0.00		0.00	0%	3,978.75	0.00	0.00	0.00
	<b>Water Mains and Appurtenances</b>													
5.01	Water Main and Fittings Removal At and Including Conn	1	14,854	14,854.00	0.00	0%	0.00		0.00	0%	14,854.00	0.00	0.00	0.00
5.02	24" Water Main Open Cut, PVC or DIP, RJ	1	721	248,910.60	0.00	0%	0.00		0.00	0%	248,910.60	0.00	0.00	0.00
5.03	4" Water Main Open Cut, PVC or DIP, RJ	1	122	5,490.90	0.00	0%	0.00		0.00	0%	5,490.90	0.00	0.00	0.00
5.04	24" 45 Degree Bend	1	9,284	27,851.25	0.00	0%	0.00		0.00	0%	27,851.25	0.00	0.00	0.00
5.05	24" x 6" Tee	1	8,391	16,782.36	0.00	0%	0.00		0.00	0%	16,782.36	0.00	0.00	0.00
5.06	12" x 4" Tee, Cut Into Existing 12" Main	1	10,080	10,079.50	0.00	0%	0.00		0.00	0%	10,079.50	0.00	0.00	0.00
5.07	24" Gate Valve	1	34,118	34,117.52	0.00	0%	0.00		0.00	0%	34,117.52	0.00	0.00	0.00
5.08	4" Gate Valve	1	3,705	3,705.01	0.00	0%	0.00		0.00	0%	3,705.01	0.00	0.00	0.00
5.09	Fire Hydrant Assembly Removal	1	1,592	4,774.50	0.00	0%	0.00		0.00	0%	4,774.50	0.00	0.00	0.00
5.1	Fire Hydrant Assembly, 6" Gate Valve & Box, 6" Piping & Structures for Sanitary and Storm Sewers	1	5,305	15,915.00	0.00	0%	0.00		0.00	0%	15,915.00	0.00	0.00	0.00
6.01	48" Circular Storm Sewer Manhole Over Existing Sewer	1	12,732	12,732.00	0.00	0%	0.00		0.00	0%	12,732.00	0.00	0.00	0.00
6.02	Single Open-Throat Curb Intake, Small Box, Type SW-512	3	2,653	7,957.50	0.00	0%	0.00		0.00	0%	7,957.50	0.00	0.00	0.00
6.03	Circular Area Intake, Type SW-512	3	822	2,466.84	0.00	0%	0.00		0.00	0%	2,466.84	0.00	0.00	0.00
6.04	Detention Basin Outlet Structure	1	7,957	7,957.50	0.00	0%	0.00		0.00	0%	7,957.50	0.00	0.00	0.00
0	Streets and Related Work	0	-	0.00	0.00	0%	0.00		0.00	#DIV/0!	0.00	0.00	0.00	0.00
7.01	9" PCC Pavement, Driveway	1023	153	156,293.94	0.00	0%	0.00		0.00	0%	156,293.94	0.00	0.00	0.00
7.02	7" PCC Pavement, Driveway	787	159	125,251.05	0.00	0%	0.00		0.00	0%	125,251.05	0.00	0.00	0.00
7.03	6" PCC Curb and Gutter	30	159	4,774.50	0.00	0%	0.00		0.00	0%	4,774.50	0.00	0.00	0.00
7.04	6" River Rock Surfacing	49	52	2,547.51	0.00	0%	0.00		0.00	0%	2,547.51	0.00	0.00	0.00
7.05	Detectable Warnings	60	64	3,819.60	0.00	0%	0.00		0.00	0%	3,819.60	0.00	0.00	0.00
	<b>Site Work and Landscaping</b>													
8.01	Temporary Seeding, Fertilizing, and Mulching for Conve	1	11,305	14,696.97	0.00	0%	10,126.21		10,126.21	69%	4,570.76	0.00	506.31	506.31
8.02	Permanent Seeding, Fertilizing, and Mulching for Hydr	1	5,581	6,417.99	0.00	0%	0.00		0.00	0%	6,417.99	0.00	0.00	0.00
8.03	Rip Rap for Pipe Outlet, Class E	25	66	1,644.50	0.00	0%	0.00		0.00	0%	1,644.50	0.00	0.00	0.00
8.04	Silt Fence	1135	5	6,004.15	0.00	0%	2,610.00		2,610.00	43%	3,394.15	0.00	130.50	130.50
8.05	Inlet Protection	7	122	854.14	0.00	0%	122.00		122.00	14%	732.14	0.00	6.10	6.10
8.06	Stabilized Construction Entrance	1	4,836	4,836.16	0.00	0%	4,836.16		4,836.16	100%	0.00	0.00	241.81	241.81
8.07	Concrete Washout	1	2,653	2,652.50	0.00	0%	1,326.25		1,326.25	50%	1,326.25	0.00	66.31	66.31
8.08	Chain Link Fence	1051	65	69,230.25	0.00	0%	0.00		0.00	0%	69,230.25	0.00	0.00	0.00
8.09	Swing Gate	1	2,653	2,652.50	0.00	0%	0.00		0.00	0%	2,652.50	0.00	0.00	0.00
8.1	Retaining Wall	1	291,775	291,775.00	0.00	0%	0.00		0.00	0%	291,775.00	0.00	0.00	0.00
8.11	Bollards	2	1,061	2,122.00	0.00	0%	0.00		0.00	0%	2,122.00	0.00	0.00	0.00
8.12	Permanent Seeding, Fertilizing, and Mulching for Hydr	0	202,078	30,311.71	0.00	0%	0.00		0.00	0%	30,311.71	0.00	0.00	0.00
8.13	Wattle	408	16	6,370.14	0.00	0%	2,335.99		2,335.99	37%	4,034.15	0.00	116.89	116.89
8.14	Temporary Rolled Erosion Control Product (RECP)	976	8	8,286.24	0.00	0%	0.00		0.00	0%	8,286.24	0.00	0.00	0.00
8.15	Tree - Maidenhair Tree	5	690	3,448.25	0.00	0%	0.00		0.00	0%	3,448.25	0.00	0.00	0.00
8.16	Tree - Moraine Sweet Gum	7	498	3,483.27	0.00	0%	0.00		0.00	0%	3,483.27	0.00	0.00	0.00
8.17	Tree - Redmond American Linden	4	419	1,676.40	0.00	0%	0.00		0.00	0%	1,676.40	0.00	0.00	0.00
8.18	Tree - White Fir	4	531	2,122.00	0.00	0%	0.00		0.00	0%	2,122.00	0.00	0.00	0.00
8.19	Tree - Eastern Redcedar	7	487	3,267.88	0.00	0%	0.00		0.00	0%	3,267.88	0.00	0.00	0.00
8.2	Tree - Norway Spruce	4	531	2,122.00	0.00	0%	0.00		0.00	0%	2,122.00	0.00	0.00	0.00
8.21	Shrub - Iroquois Beauty Black Chokeberry	8	51	407.44	0.00	0%	0.00		0.00	0%	407.44	0.00	0.00	0.00
8.22	Shrub - Lo & Behold Purple Haze Butterfly Bush	13	51	662.09	0.00	0%	0.00		0.00	0%	662.09	0.00	0.00	0.00

823	Shrub - Hummingbird Summersweet	9	55	496.53	0.00	0%	0.00	0.00	0%	496.53	0.00	0.00	0.00	
<b>Special Provisions Items</b>														
200	Base Btj - 2,500,000 Gallon Composite Elevated Storage Tank													
201	Bonds & Insurance	1	437,500	437,500.00	437,500.00	100%	0.00	437,500.00	100%	0.00	0.00	21,875.00	21,875.00	
202	Engineering	1	587,500	587,500.00	176,250.00	30%	0.00	176,250.00	30%	411,250.00	0.00	8,812.50	8,812.50	
203	Tank Material	1	1,485,052	1,485,051.65	0.00	0%	0.00	0.00	0%	1,485,051.65	0.00	0.00	0.00	
204	Fabrication & Ship (Concrete Shaft)	1	123,500	123,500.00	0.00	0%	0.00	0.00	0%	123,500.00	0.00	0.00	0.00	
205	Fabrication & Ship (Tank Erection @ Grade)	1	426,000	426,000.00	0.00	0%	0.00	0.00	0%	426,000.00	0.00	0.00	0.00	
206	Fabrication and Ship (Holst Tank)	1	57,600	57,600.00	0.00	0%	0.00	0.00	0%	57,600.00	0.00	0.00	0.00	
207	Temporary Construction Fence	1	59,000	59,000.00	0.00	0%	59,000.00	59,000.00	100%	0.00	0.00	2,950.00	2,950.00	
208	Deep Foundation (ACP)	1	398,300	398,300.00	0.00	0%	298,725.00	298,725.00	75%	99,575.00	0.00	14,936.25	14,936.25	
209	Pile Cap Foundation	1	798,700	798,700.00	0.00	0%	119,805.00	119,805.00	15%	678,895.00	0.00	5,990.25	5,990.25	
210	Site Prep for CB&I	1	59,000	59,000.00	0.00	0%	0.00	0.00	0%	59,000.00	0.00	0.00	0.00	
211	Set Derrick	1	98,400	98,400.00	0.00	0%	0.00	0.00	0%	98,400.00	0.00	0.00	0.00	
212	Concrete Shaft	1	1,078,500	1,078,500.00	0.00	0%	0.00	0.00	0%	1,078,500.00	0.00	0.00	0.00	
213	Tank Erection @ Grade	1	698,000	698,000.00	0.00	0%	0.00	0.00	0%	698,000.00	0.00	0.00	0.00	
214	Paint Tank at Grade	1	359,000	359,000.00	0.00	0%	0.00	0.00	0%	359,000.00	0.00	0.00	0.00	
215	Holst and Complete Tank	1	193,500	193,500.00	0.00	0%	0.00	0.00	0%	193,500.00	0.00	0.00	0.00	
216	Paint Tank in Air	1	269,500	269,500.00	0.00	0%	0.00	0.00	0%	269,500.00	0.00	0.00	0.00	
217	Concrete Floor	1	40,000	40,000.00	0.00	0%	0.00	0.00	0%	40,000.00	0.00	0.00	0.00	
218	Equipment Pads	1	5,000	5,000.00	0.00	0%	0.00	0.00	0%	5,000.00	0.00	0.00	0.00	
219	Splash Pad	1	5,000	5,000.00	0.00	0%	0.00	0.00	0%	5,000.00	0.00	0.00	0.00	
220	Interior base/floor piping	1	100,000	100,000.00	0.00	0%	0.00	0.00	0%	100,000.00	0.00	0.00	0.00	
221	Doors (Overhead & Personnel)	1	24,000	24,000.00	0.00	0%	0.00	0.00	0%	24,000.00	0.00	0.00	0.00	
222	Stelze and Fil	1	8,000	8,000.00	0.00	0%	0.00	0.00	0%	8,000.00	0.00	0.00	0.00	
300	Bulk Water Station Package Equipment	1	327,584	327,583.75	0.00	0%	0.00	0.00	0%	327,583.75	0.00	0.00	0.00	
301	Bulk Water Station Installation (Shipping/Unloading, Con	1	79,575	79,575.00	0.00	0%	0.00	0.00	0%	79,575.00	0.00	0.00	0.00	
600	Electrical for Site Service, Elevated Storage Tank, Bulk V	1	171,649	171,648.58	0.00	0%	0.00	0.00	0%	171,648.58	0.00	0.00	0.00	
601	Area Lights Pole Mounted	2	10,037	20,074.12	0.00	0%	0.00	0.00	0%	20,074.12	0.00	0.00	0.00	
602	SCADA Equipment Installation (Level Transducer, PLC F	1	12,520	12,519.80	0.00	0%	0.00	0.00	0%	12,519.80	0.00	0.00	0.00	
ADD ALTERNATE NO. 1														
1001	6" Granular Subbase for 6" HMA Pavement	488	51	24,853.84	0.00	0%	0.00	0.00	0%	24,853.84	0.00	0.00	0.00	
1002	8" Sanitary Sewer Gravity Main, Truss Type PVC	426	94	40,227.18	0.00	0%	0.00	0.00	0%	40,227.18	0.00	0.00	0.00	
1003	4" Sanitary Sewer Service Stub, PVC	38	159	6,047.70	0.00	0%	0.00	0.00	0%	6,047.70	0.00	0.00	0.00	
1004	48" Circular Sanitary Sewer Manhole, Type SW-301	3	12,732	38,196.00	0.00	0%	0.00	0.00	0%	38,196.00	0.00	0.00	0.00	
1005	Connection to Existing Sanitary Sewer Manhole	1	7,958	7,957.50	0.00	0%	0.00	0.00	0%	7,957.50	0.00	0.00	0.00	
1006	6" HMA Pavement, Driveway	488	97	47,350.64	0.00	0%	0.00	0.00	0%	47,350.64	0.00	0.00	0.00	
1007	5" PCC Pavement, Sidewalk/Trail	428	159	68,116.20	0.00	0%	0.00	0.00	0%	68,116.20	0.00	0.00	0.00	
				9,751,758.59	613,750.00	6%	573,326.35	0.00	1,187,076.35	12.17%	8,564,682.24	0.00	59,353.82	59,353.82



# INVOICE

INVOICE NO. 252422-02  
 APPLICATION NO. 2  
 INVOICE DATE 04/26/24  
 DUE DATE 05/26/24

<b>TERMS</b>	Net 30
<b>A/P VENDOR NO. 0</b>	

Work From Date: 01/28/24  
 Work Thru Date: 04/26/24  
 CBI Contract No. 374252422  
 CBI Customer No. 11491052

<b>MAIL TO:</b> HDR Attn Rob Baker 2901 South loop Drive, Suite 3300  Attn: Rob Baker Ph. 515-473-5785 Ema Rob.Baker@hdrinc	<b>SOLD TO:</b> City of Ankeny, IA Attn: Don Clark 1210 NW Prairie Ridge Rd  Job Location: ANKENY, IA Project No.: 10345779
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**DESCRIPTION**  
 New Elevated Water Storage Tank (Oakton and Busse) Contract

Original Contract Price	\$9,751,758.59
Change Order	\$0.00
<b>Total Contract Price</b>	<b>\$9,751,758.59</b>

SCHEDULE OF VALUES		UNITS OF MEASURE	TOTAL UNITS	UNIT PRICE	TOTAL PRICE	TOTAL UNITS OR % COMPLETE	AMOUNT DUE
<b>General Provisions and Covenants</b>							
1.01	Mobilization, Demobilization, General Provisions and Covenants	LS	1	\$175,000.00	\$175,000.00	30%	\$52,500.00
<b>Earthwork</b>							
2.01	General Clearing and Grubbing	LS	1	\$26,525.00	\$26,525.00	80%	\$21,220.00
2.02	Topsoil and Finished Grading	CY	1358	\$7.43	\$10,085.87	7%	\$719.74
2.03	Excavation and Haul-Off, Class 10	CY	2700	\$15.92	\$42,984.00	0%	\$0.00
2.04	Excavation and Embankment, Class 10	CY	700	\$40.32	\$28,224.00	0%	\$0.00
2.05	4" Granular Subbase for 9" PCC and 7" PCC Pavements	SY	2057	\$40.32	\$82,938.24	0%	\$0.00
<b>Sewers and Drains</b>							
4.01	15" Storm Sewer Pipe, RCP	LF	271	\$125.20	\$33,929.20	0%	\$0.00
4.02	15" Storm Sewer Circular Pipe Aprons, Type 1, RCP	EA	2	\$1,591.50	\$3,183.00	0%	\$0.00
4.03	6" Subdrains, Case B, Type 1	LF	376	\$10.03	\$3,771.28	0%	\$0.00
4.04	6" Subdrains, Case C, Type 1	LF	387	\$8.22	\$3,181.14	0%	\$0.00
4.05	6" Subdrains, Detention Pond	LF	203	\$8.62	\$1,749.86	0%	\$0.00
4.06	6" Subdrain Cleanouts, Type A-1	EA	11	\$835.01	\$9,185.11	0%	\$0.00
4.07	6" Subdrain Outlets Into Structure	EA	5	\$795.75	\$3,978.75	0%	\$0.00
<b>Water Mains and Appurtenances</b>							
5.01	Water Main and Fittings Removal At and Including Connections	LS	1	\$14,854.00	\$14,854.00	0%	\$0.00
5.02	24" Water Main Open Cut, PVC or DIP, RJ	LF	1	\$721.48	\$248,910.60	0%	\$0.00
5.03	4" Water Main Open Cut, PVC or DIP, RJ	LF	1	\$122.02	\$5,490.90	0%	\$0.00
5.04	24" 45 Degree Bend	EA	1	\$9,283.75	\$27,851.25	0%	\$0.00
5.05	24" x 6" Tee	EA	1	\$8,391.18	\$16,782.36	0%	\$0.00
5.06	12" x 4" Tee, Cut Into Existing 12" Main	EA	1	\$10,079.50	\$10,079.50	0%	\$0.00
5.07	24" Gate Valve	EA	1	\$34,117.52	\$34,117.52	0%	\$0.00
5.08	4" Gate Valve	EA	1	\$3,705.01	\$3,705.01	0%	\$0.00
5.09	Fire Hydrant Assembly Removal	EA	1	\$1,591.50	\$4,774.50	0%	\$0.00
5.10	Fire Hydrant Assembly: 6" Gate Valve & Box, 6" Piping & Fittings	EA	1	\$5,305.00	\$15,915.00	0%	\$0.00
<b>Structures for Sanitary and Storm Sewers</b>							
6.01	48" Circular Storm Sewer Manhole Over Existing Sewer, Typical	EA	1	\$12,732.00	\$12,732.00	0%	\$0.00
6.02	Single Open-Throat Curb Intake, Small Box, Type SW-507	EA	3	\$2,652.50	\$7,957.50	0%	\$0.00
6.03	Circular Area Intake, Type SW-512	EA	3	\$822.28	\$2,466.84	0%	\$0.00
6.04	Detention Basin Outlet Structure	EA	1	\$7,957.50	\$7,957.50	0%	\$0.00
<b>Streets and Related Work</b>							
7.01	9" PCC Pavement, Driveway	SY	1023	\$152.78	\$156,293.94	0%	\$0.00
7.02	7" PCC Pavement, Driveway	SY	787	\$159.15	\$125,251.05	0%	\$0.00
7.03	6" PCC Curb and Gutter	LF	30	\$159.15	\$4,774.50	0%	\$0.00
7.04	6" River Rock Surfacing	SY	49	\$51.99	\$2,547.51	0%	\$0.00
7.05	Detectable Warnings	SF	60	\$63.66	\$3,819.60	0%	\$0.00
<b>Site Work and Landscaping</b>							
8.01	Temporary Seeding, Fertilizing, and Mulching for Conventional	AC	1.3	\$11,305.36	\$14,696.97	69%	\$10,126.21
8.02	Permanent Seeding, Fertilizing, and Mulching for Hydraulic Silt	AC	1.15	\$5,580.86	\$6,417.99	0%	\$0.00
8.03	Rip Rap for Pipe Outlet, Class E	TON	25	\$65.78	\$1,644.50	0%	\$0.00
8.04	Silt Fence	LF	1135	\$5.29	\$6,004.15	43%	\$2,610.00
8.05	Inlet Protection	EA	7	\$122.02	\$854.14	14%	\$122.00
8.06	Stabilized Construction Entrance	EA	1	\$4,836.16	\$4,836.16	100%	\$4,836.16
8.07	Concrete Washout	EA	1	\$2,652.50	\$2,652.50	50%	\$1,326.25
8.08	Chain Link Fence	LF	1081	\$65.25	\$69,230.25	0%	\$0.00
8.09	Swing Gate	EA	1	\$2,652.50	\$2,652.50	0%	\$0.00
8.10	Retaining Wall	LS	1	\$291,775.00	\$291,775.00	0%	\$0.00
8.11	Bollards	EA	2	\$1,061.00	\$2,122.00	0%	\$0.00
8.12	Permanent Seeding, Fertilizing, and Mulching for Hydraulic Silt	AC	0.15	\$202,078.06	\$30,311.71	0%	\$0.00
8.13	Wattle	LF	406	\$15.69	\$6,370.14	37%	\$2,335.99
8.14	Temporary Rolled Erosion Control Product (RECP)	SY	976	\$8.49	\$8,286.24	0%	\$0.00
8.15	Tree - Maidenhair Tree	EA	5	\$689.65	\$3,448.25	0%	\$0.00
8.16	Tree - Moraine Sweet Gum	EA	7	\$497.61	\$3,483.27	0%	\$0.00
8.17	Tree - Redmond American Linden	EA	4	\$419.10	\$1,676.40	0%	\$0.00
8.18	Tree - White Fir	EA	4	\$530.50	\$2,122.00	0%	\$0.00
8.19	Tree - Eastern Redcedar	EA	7	\$466.84	\$3,267.88	0%	\$0.00
8.20	Tree - Norway Spruce	EA	4	\$530.50	\$2,122.00	0%	\$0.00

8.21	Shrub - Iroquis Beauty Black Chokeberry	EA	8	\$50.93	\$407.44	0%	\$0.00
8.22	Shrub - Lo & Behold Purple Haze Butterfly Bush	EA	13	\$50.93	\$662.09	0%	\$0.00
8.23	Shrub - Hummingbird Summersweet	EA	9	\$55.17	\$496.53	0%	\$0.00
<b>Special Provisions Items</b>							
200	Base Bid - 2,500,000 Gallon Composite Elevated Storage Ta	0	0	\$0.00		0%	\$0.00
201	Bonds & Insuarnace	LS	1	\$437,500.00	\$437,500.00	100%	\$437,500.00
202	Engineering	LS	1	\$587,500.00	\$587,500.00	30%	\$176,250.00
203	Tank Material	LS	1	\$1,485,051.65	\$1,485,051.65	0%	\$0.00
204	Fabrication & Ship (Concrete Shaft)	LS	1	\$123,500.00	\$123,500.00	0%	\$0.00
205	Fabrication & Ship (Tank Erection @ Grade)	LS	1	\$426,000.00	\$426,000.00	0%	\$0.00
206	Fabricaiton and Ship (Hoist Tank)	LS	1	\$57,600.00	\$57,600.00	0%	\$0.00
207	Temporary Construction Fence	LS	1	\$59,000.00	\$59,000.00	100%	\$59,000.00
208	Deep Foundation (ACP)	LS	1	\$398,300.00	\$398,300.00	75%	\$298,725.00
209	Pile Cap Foundation	LS	1	\$798,700.00	\$798,700.00	15%	\$119,805.00
210	Site Prep for CB&I	LS	1	\$59,000.00	\$59,000.00	0%	\$0.00
211	Set Derrick	LS	1	\$98,400.00	\$98,400.00	0%	\$0.00
212	Concrete Shaft	LS	1	\$1,078,500.00	\$1,078,500.00	0%	\$0.00
213	Tank Erection @ Grade	LS	1	\$698,000.00	\$698,000.00	0%	\$0.00
214	Paint Tank at Grade	LS	1	\$359,000.00	\$359,000.00	0%	\$0.00
215	Hoist and Complete Tank	LS	1	\$193,500.00	\$193,500.00	0%	\$0.00
216	Paint Tank in Air	LS	1	\$269,500.00	\$269,500.00	0%	\$0.00
217	Concrete Floor	LS	1	\$40,000.00	\$40,000.00	0%	\$0.00
218	Equipment Pads	LS	1	\$5,000.00	\$5,000.00	0%	\$0.00
219	Splash Pad	LS	1	\$5,000.00	\$5,000.00	0%	\$0.00
220	Interior base/floor piping.	LS	1	\$100,000.00	\$100,000.00	0%	\$0.00
221	Doors (Oeverhead & Personnel)	LS	1	\$24,000.00	\$24,000.00	0%	\$0.00
222	Stelize and Fill	LS	1	\$8,000.00	\$8,000.00	0%	\$0.00
300	Bulk Water Station Package Equipment	LS	1	\$327,583.75	\$327,583.75	0%	\$0.00
301	Bulk Water Station Installation (Shipping/Unloading, Concret	LS	1	\$79,575.00	\$79,575.00	0%	\$0.00
600	Electrical for Site Service, Elevated Storage Tank, Bulk Wate	LS	1	\$171,648.58	\$171,648.58	0%	\$0.00
601	Area Lights Pole Mounted	EA	2	\$10,037.06	\$20,074.12	0%	\$0.00
602	SCADA Equipment Installation (Level Transducer, PLC Pane	LS	1	\$12,519.80	\$12,519.80	0%	\$0.00
<b>ADD ALTERNATE NO. 1</b>							
1001	6" Granular Subbase for 6" HMA Pavement	SY	488	\$50.93	\$24,853.84	0%	\$0.00
1002	8" Sanitary Sewer Gravity Main, Truss Type PVC	LF	426	\$94.43	\$40,227.18	0%	\$0.00
1003	4" Sanitary Sewer Service Stub, PVC	LF	38	\$159.15	\$6,047.70	0%	\$0.00
1004	48" Circular Sanitary Sewer Manhole, Type SW-301	EA	3	\$12,732.00	\$38,196.00	0%	\$0.00
1005	Connection to Existing Sanitary Sewer Manhole	EA	1	\$7,957.50	\$7,957.50	0%	\$0.00
1006	6" HMA Pavement, Driveway	SY	488	\$97.03	\$47,350.64	0%	\$0.00

\$ 9,751,758.59	12%	\$1,187,076.35
Progress Completed to Date		\$1,187,076.35
Less: Retention 5%		\$59,353.82
Total Amount Billed to Date		\$1,127,722.53
Less: Amount Previously Invoiced		\$583,062.50
<b>Current Amount Due</b>		<b>\$544,660.03</b>

**REMITTANCE / PAYMENT INFORMATION:**

Regular Mail:  
**CB&I Storage Tank Solutions LLC**  
P.O. Box 201213  
Dallas, TX 75320-1213

Overnight Mail:  
**Lockbox Services 201213**  
CB&I Storage Tank Solutions LLC  
2975 Regent Blvd, Suite 100  
Irving, TX 75063

**Wells Fargo EFT Information**  
Account Name: CB&I Storage Tank Solutions LLC  
Bank: Wells Fargo Bank  
Account Number: 4941981706  
ABA: 121000248  
Swift Code: WFBUS6S  
Location: 420 Montgomery Street San Francisco, CA 94104

**Questions Regarding Invoices Contact: [USAinvoicing@mcdermott.com](mailto:USAinvoicing@mcdermott.com)**



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## PARTIAL WAIVER OF LIEN

To: City of Ankeny, IA  
Attn: Don Clark  
1210 NW Prarie Ridge Rd

CB&I Inc. Contract Number: 374252422

We, having been engaged by you to perform work in the construction of  
New Elevated Water Storage Tank (Oakton and Busse) Contract

Project No.: 10345779

at job location site: ANKENY, IA

in accordance with the Agreement Signed/Effective Date of 10/16/23,  
certify that we have fully paid for all work, labor, material, supplies and equipment  
furnished to date by us, or by our subcontractors, or material men then due and  
owing. In consideration of payments to us of: \$544,660.03

for the following invoice(s),

<u>Invoice Number</u>	<u>Invoice Amount</u>	<u>Work Thru Date</u>
252422-02	\$544,660.03	04/26/24

we hereby release to the extent of payment for said invoice(s) any and all lien, or claim  
of lien or right of claim of lien, on account of labor and/or material furnished in the  
performance of our work. This partial waiver of lien is limited to the work included in  
said invoice(s), and this waiver does not extend to any labor and/or material  
furnished by us on prior or subsequent invoice(s).

Executed this 26th day of April , 2024.

  
\_\_\_\_\_  
A/R Administrator  
CB&I Storage Tank Solutions LLC



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 #16 in the amount of \$10,826.52 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:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

<b>Click to download</b>
 <a href="#">Payment #16</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:** May 6, 2024      **PAYMENT REQUEST #** 16  
**PAYMENT PERIOD:** From: February 25, 2024 Through: March 30, 2024

**Contract Summary**

Original Contract Amount:	\$	<u>462,000.00</u>
Net change by Change Orders:	\$	<u>528,787.00</u>
Contract Amount to Date: (line 1 ± 2)	\$	<u>990,787.00</u>
Total completed and stored to date:	\$	<u>503,324.94</u>
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>
Total Earned less Retainage:	\$	<u>503,324.94</u>
Less previous applications for payment:	\$	<u>492,498.42</u>
<b>SUBTOTAL</b>	<b>\$</b>	<b><u>10,826.52</u></b>

OTHER CHARGES (Attach an itemized list) \$ -

**CURRENT PAYMENT DUE** **\$ 10,826.52**

Balance to finish, including retainage: \$ 487,462.06

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.

Rob Baker

Firm Name: Digitally signed by Rob Baker  
 DN: C=US, E=rob.baker@hdrinc.com, O=HDR, OU=HDR,  
 CN=Rob Baker  
 Date: 2024.04.12 11:32:53.0500

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

**City of Ankeny Staff Approval:**

Donald Clark

4-15-24

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

**Submit to:** Don Clark, P.E.  
**E-mail:** [DClark@Ankenylowa.gov](mailto:DClark@Ankenylowa.gov)      **Phone:** (515)963-3529      **Fax:** \_\_\_\_\_

**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
13	October 6, 2023	\$ 4,620.00
14	February 6, 2024	\$ 4,620.00
15	March 20, 2024	\$ 30,498.42
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**Previous Applications for Payment**

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**Record of Change Orders**

No.	Date	Amount
1	February 5, 2024	\$ 528,787.00
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**TOTAL** \$ 528,787.00

**Contract Time Remaining**

Contract Period:	<u>Working Days</u>
Original Contract Date:	_____
Added by Change Order:	_____
Contract Time to Date:	-
Time Used to Date:	_____
Contract Time Remaining:	-

**TOTAL** \$ 492,498.42



# Invoice

Reference Invoice Number with Payment

HDR Engineering Inc.  
Omaha, NE 68106-2973  
Phone: (402) 399-1000

HDR Invoice No. 1200612505  
Invoice Date 12-APR-2024  
Invoice Amount Due \$10,826.52  
Payment Terms 30 NET

City of Ankeny  
210 S Ankeny Blvd  
Ankeny, IA 50023

Remit To PO Box 74008202  
Chicago, IL 60674-8202  
ACH/EFT Payments Bank of America ML US  
ABA# 081000032  
Account# 355004076604

Ankeny NW Irvindale Elevated Storage Tank

Professional Services  
From: 25-FEB-2024 To: 30-MAR-2024

Professional Services Summarization	Hours	Billing Rate	Amount
CAD Designer	2.50		364.83
Project Accountant	0.50		54.97
Project Engineer	34.00		4,348.60
Project Manager	11.00		2,560.14
RPR	7.00		945.14
Sr Project Engineer	9.00		2,088.72
Structural Engineer	1.50		464.12
	<b>65.50</b>		<b>\$10,826.52</b>
	<b>Total Professional Services</b>		<b>\$10,826.52</b>

**Amount Due This Invoice (USD) \$10,826.52**

Fee Amount	\$990,787.00
Fee Invoiced to Date	\$503,324.94
Fee Remaining	\$487,462.06

HDR Internal Reference Only	
Client Number	18054
Cost Center	10134
Project Number	10345779



# Monthly Progress Report

Date: Friday, April 12, 2024

Project: Ankeny NW Irvinedale Elevated Storage Tank

To: Don Clark, P.E.

From: Rob Baker, P.E.

Subject: Monthly Progress Report for March 2024

## Activities of the Previous Months

### **Overall Design – 100% Completed**

- Minor revisions to final modeling report pending. PM needed to reschedule modeler's time to incorporate revisions, which is 4/26/2024.

### **Construction Administration**

- Reviewed submittals and RFIs.
- Started review of pay application 2.
- Attended progress meeting via video conference and provided meeting minutes.
- Davis-Bacon payroll reviews
- AIS compliance certificate reviews

### **Construction Observation**

- Contractor mobilized in March and started sitework and foundation work. HDR's RPR has made site visits since then.

### **Construction Survey (Nilles)**

- No activity during the period.

### **Elevated Tank Inspection and Testing (Dixon)**

- Dixon (Tim Wilson) has attended the progress meeting and responded to a few questions related to RFI's. No site visits or factory visits yet.

### **Construction Materials Testing and Special Inspections (Terracon)**

- Terracon provided construction materials testing related to the foundation construction.



## Planned Activities for the Next Month

### Task 9 – Construction Administration

- 1 – Preconstruction conference – completed
- 2 – Prepare conformed documents – completed
- 3 – Project Meetings site visits – ongoing
- 4 – Respond to RFIs – ongoing
- 5 – Draft and coordinate change orders – ongoing
- 6 – Submittals (shop drawings) Review – ongoing
- 7 - Review pay applications and client invoicing – ongoing
- 8 – Disinfection testing/startup – not started
- 9 – Project Closeout – not started
- 10 – Prepare record drawings – not started
- 11 – Davis-Bacon & AIS compliance – ongoing

### Task 10 – Construction Observation

- 1 – Construction Observation – ongoing, part-time, as required by construction progress

### General comments:

- Additional services for foundation testing have been and will continue to be provided by Terracon. These will be paid from the previously approved estimated budget for construction materials testing.



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 #16 in the amount of \$17,023.23 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.

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**

 [Payment #16](#)

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements  
**Contractor:** HR Green, Inc.  
**Address:** 5525 Merle Hay Road, Suite 200 Johnston, IA 50131  
**Finance Budget Code:** 998.3998.4210      **Finance Project #:** 998.421  
**Vendor Project #:** N/A      **Purchase Order #:** N/A  
**Original Contract Date:** February 7, 2022      **Vendor Account #:** 5513

**Date of Council Meeting:** May 6, 2024      **Payment Application #:** 1716 9014  
**Payment Period:** From: February 24, 2024 Through: March 29, 2024

**Contract Summary:**

Original Contract Amount:	\$	355,700.00	
Net Change by Change Orders:	\$	473,813.00	
Contract Amount to Date: (line 1 ± 2)		\$	829,513.00
Total Completed and Stored to Date:	\$	637,922.31	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:		\$	637,922.31
Less Previous Applications for Payment:		\$	620,899.08
<b>SUBTOTAL:</b>			<b>\$ 17,023.23</b>
<b>OTHER CHARGES:</b>			<b>\$ -</b>
<b>CURRENT PAYMENT DUE:</b>			<b>\$ 17,023.23</b>
Balance to Finish, Including Retainage:		\$	191,590.69
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:** HR Green, Inc.  
Firm Name

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

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

Signature \_\_\_\_\_ Date April 12, 2024

**City of Ankeny Staff Approval:**

Signature \_\_\_\_\_ Date 4/26/2024

**Submit to:** Jim Haberichter  
**E-mail:** [jhaberichter@Ankenylowa.gov](mailto:jhaberichter@Ankenylowa.gov)      **Phone Number:** 515-963-3536

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment:**

No.	Date	Amount
1	4/18/22	\$ 45,993.75
2	June 6, 2022	\$ 69,475.00
3	August 15, 2022	\$ 59,151.51
4	October 3, 2022	\$ 36,117.50
5	October 17, 2022	\$ 65,290.75
6	November 7, 2022	\$ 66,482.50
7	January 3, 2023	\$ 29,525.63
8	August 7, 2023	\$ 2,217.00
9	September 18, 2023	\$ 40,890.60
10	October 2, 2023	\$ 26,102.28
11	November 6, 2023	\$ 74,065.26
12	December 4, 2023	\$ 26,000.65
13	December 18, 2023	\$ 27,985.75
14	February 5, 2024	\$ 35,957.25
15	April 15, 2024	\$ 15,643.65
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**Previous Applications for Payment:**

No.	Date	Amount
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**PREVIOUS PAY APPS TOTAL = \$ 620,899.08**

**Record of Change Orders:**

No.	Date	Amount
1	July 5, 2022	\$ 16,500.00
2	May 15, 2023	\$ 457,313.00
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**CHANGE ORDER TOTAL = \$ 473,813.00**

**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



**Please Remit To:**  
 HR Green, Inc.  
 PO Box 8213  
 Des Moines, IA 50301-8213  
 319-841-4000

City of Ankeny, IA  
 220 West 1st Street  
 Ankeny, IA 50023

April 05, 2024  
 Project No: 210345.02  
 Invoice No: 173628  
**Invoice Total: \$17,023.23**

Project 210345.02 Ankeny, IA - Oralabor Gateway Trail and SW State Street  
Professional Services Through March 29, 2024

Phase 11.0 Construction Phase Services

**Professional Personnel**

	Hours	Amount	
Professional	30.00	6,260.00	
Junior Professional	6.50	1,012.50	
Field Personnel	3.00	495.00	
Junior Field Personnel	39.00	4,485.00	
Admin Coordinator	.50	65.00	
Totals	79.00	12,317.50	
<b>Total Labor</b>			<b>12,317.50</b>

**Unit Charges**

Mileage 0.67	464.98	
Mileage - Company Service Vehicle - .90	49.50	
<b>Total Unit Charges</b>	<b>514.48</b>	<b>514.48</b>

**Total this Phase \$12,831.98**

Phase 12.0 Construction Phase Services - Fiber Optic

**Professional Personnel**

	Hours	Amount	
Professional	12.25	2,756.25	
Junior Professional	10.25	1,435.00	
Totals	22.50	4,191.25	
<b>Total Labor</b>			<b>4,191.25</b>

**Total this Phase \$4,191.25**

**Billing Limits**

	Current	Prior	To-Date
Total Billings	17,023.23	234,679.19	251,702.42
Limit			443,313.00
Remaining			191,610.58

**Total this Invoice \$17,023.23**



▷ 5525 Merle Hay Road | Suite 200 | Johnston, IA 50131  
Main 515.278.2913 + Fax 515.278.1846

PHRGREEN.COM

April 12, 2024

Jim Haberichter, PE  
Civil Engineer II  
City of Ankeny  
Public Works Department  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023

**Progress Report & Attached Invoice**  
**Ankeny, IA - Oralabor Gateway Trail - SW State Street Underpass and**  
**SW Oralabor Road and SW State Street Intersection Improvements**  
HRG Project No. 210345.02  
Contract date: March 6, 2023

Dear Jim:

Please find the attached invoice for our services on the above referenced project. A brief summary of the invoice and how it relates to project progress is provided below.

Attached Invoice #	173628
Period covered by invoice	2/24/24 – 3/29/24
Amount this invoice	\$17,023.23
Total billings to date, including this invoice	\$623,739.06
Contract maximum fee	\$829,513.00
% of Contract billed to date	75.19%

Summary of services during this billing period:

- On-Site Representative
- Reviewed and approved submittals
- Provided coordination and design support for inquiries and modifications
- Utility Coordination
- Project visits and reviews by Engineer
- Project management

Comments:

- None at this time

Feel free to contact me if you have any questions about the attached invoice, or about the progress of the project.

Best regards,

**HR GREEN, INC.**

Tony Babcock, P.E.



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 #16 in the amount of \$6,374.25 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:

<b>Click to download</b>
 <a href="#">Payment #16</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      **Finance Project #** 42% - 658.4210  
58% - 695.3695.4210      58% - 695.4210  
**Vendor Project or Invoice #:** 200170.02      **PO #**  
**Original Contract Date:** June 20, 2022      **Vendor #** 7827

##

**Date of Council Meeting:** May 6, 2024      **PAYMENT REQUEST #** 16  
**PAYMENT PERIOD:** From: March 9, 2024 Through: April 5, 2024

### Contract Summary

Original Contract Amount:	\$	106,780.00	
Net change by Change Orders:	\$	75,380.00	
Contract Amount to Date: (line 1 ± 2)	\$	182,160.00	
Total completed and stored to date:	\$	126,875.25	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	126,875.25	
Less previous applications for payment:	\$	120,501.00	
<b>SUBTOTAL</b>	\$		6,374.25

OTHER CHARGES (Attach an itemized list) \$ -

**CURRENT PAYMENT DUE** \$ 6,374.25

Balance to finish, including retainage: \$ 55,284.75

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      April 8, 2024  
Date

**City of Ankeny Staff Approval:**

  
\_\_\_\_\_  
Signature      04/24/2024  
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

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment**

No.	Date	Amount
1	August 1, 2022	\$ 6,090.00
2	September 5, 2022	\$ 17,092.50
3	October 3, 2022	\$ 6,496.25
4	November 7, 2022	\$ 22,783.75
5	December 19, 2022	\$ 15,661.25
6	January 3, 2023	\$ 10,681.25
7	February 6, 2023	\$ 7,326.25
8	March 6, 2023	\$ 6,340.00
9	April 3, 2023	\$ 1,193.75
10	May 1, 2023	\$ 1,901.25
11	June 5, 2023	\$ 4,112.50
12	October 16, 2023	\$ 412.50
13	November 6, 2023	\$ 1,453.75
14	March 4, 2024	\$ 3,558.75
15	April 1, 2024	\$ 15,397.25
16		
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**Previous Applications for Payment**

No.	Date	Amount
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**PREVIOUS PAY APP TOTAL = \$ 120,501.00**

**Record of Change Orders**

No.	Date	Amount
1	February 19, 2024	\$ 75,380.00
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**CHANGE ORDER TOTAL = \$ 75,380.00**

**Contract Time Remaining**

Contract Period:	<u>Working Days</u>
Original Contract Date:	_____
Original Contract Time:	_____
Added by Change Order:	_____
Contract Time to Date:	<u>0.0</u>
Time Used to Date:	_____
Contract Time Remaining:	<u>0.0</u>



Invoice

April 15, 2024  
 Project No: R200170.02  
 Invoice No: 149854  
 Invoice Amount: 6,374.25

Becky Ford  
 City of Ankeny  
 220 W 1st Street  
 Ankeny, IA 50023

Project Manager Michael Mitchell  
 Project R200170.02 Ankeny SE 3rd Street Improvements - Phase 2  
Professional Services through April 5, 2024

- 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		\$22,810.00	\$22,810.00	0.00
Preliminary Design	\$12,800.00		\$12,800.00	\$12,800.00	0.00
Final Design	\$71,239.00		\$71,239.00	\$71,239.00	0.00
Public Information Meeting	\$3,860.00		\$3,860.00	\$3,860.00	0.00
Bidding Phase Services	\$5,235.00		\$5,235.00	\$5,235.00	0.00
Limited Construction Administration	\$9,910.00		\$6,986.25	\$1,042.00	\$5,944.25
Limited Resident Project Representation	\$17,280.00		0.00	0.00	0.00
Construction Staking	\$27,830.00		\$3,682.50	\$3,252.50	\$430.00
Post-Construction Services	\$6,021.00		0.00	0.00	0.00
Monument Preservation	\$5,175.00		\$262.50	\$262.50	0.00
<b>Hourly Phase(s)</b>					
Reimbursable Phase			0.00	0.00	0.00
<b>Total</b>	<b>\$182,160.00</b>		<b>\$126,875.25</b>	<b>\$120,501.00</b>	<b>\$6,374.25</b>
<b>Total Amount Due Upon Receipt :</b>					<b>\$6,374.25</b>

Email invoice to: [BFord@Ankenylowa.gov](mailto:BFord@Ankenylowa.gov)

**Billing Backup**

Monday, April 22, 2024

JEO Consulting Group, Inc.

Invoice 149854 Dated 4/15/2024

3:10:19 PM

Project R200170.02 Ankeny SE 3rd Street Improvements - Phase 2

Phase 500TRA Limited Construction Administration (TRA)

**Hours this Invoice**

			<b>Hours</b>		<b>Amount</b>
73 - Water & Wastewater Senior Project Manager	3/29/2024		.25	285.00	71.25
63 - Transportation Project Manager	3/11/2024		1.50	217.00	325.50
63 - Transportation Project Manager	3/12/2024		1.50	217.00	325.50
63 - Transportation Project Manager	3/19/2024		1.00	217.00	217.00
63 - Transportation Project Manager	3/25/2024		2.00	217.00	434.00
63 - Transportation Project Manager	3/26/2024		1.00	217.00	217.00
63 - Transportation Project Manager	3/27/2024		3.00	217.00	651.00
63 - Transportation Project Manager	3/28/2024		2.00	217.00	434.00
63 - Transportation Project Manager	4/2/2024		1.00	217.00	217.00
63 - Transportation Project Manager	4/3/2024		1.00	217.00	217.00
63 - Transportation Project Manager	4/4/2024		1.00	217.00	217.00
39 - Transportation Engineer	3/22/2024		5.00	148.00	740.00
39 - Transportation Engineer	3/25/2024		6.00	148.00	888.00
39 - Transportation Engineer	3/26/2024		3.00	148.00	444.00
39 - Transportation Engineer	3/27/2024		1.00	148.00	148.00
39 - Transportation Engineer	3/28/2024		.50	148.00	74.00
39 - Transportation Engineer	4/2/2024		.50	148.00	74.00
73 - Senior Project Manager	3/28/2024		1.00	250.00	250.00
<b>Totals</b>			<b>32.25</b>		<b>5,944.25</b>
<b>Total Labor</b>					<b>5,944.25</b>
				<b>Total this Phase</b>	<b>\$5,944.25</b>

Phase 610SUR Construction Staking (SUR)

**Hours this Invoice**

			<b>Hours</b>		<b>Amount</b>
73 - Survey Senior Project Manager	3/25/2024		2.00	215.00	430.00
<b>Totals</b>			<b>2.00</b>		<b>430.00</b>
<b>Total Labor</b>					<b>430.00</b>
				<b>Total this Phase</b>	<b>\$430.00</b>
				<b>Total this Project</b>	<b>\$6,374.25</b>
				<b>Total this Report</b>	<b>\$6,374.25</b>



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 \$25,164.73 to MSA Professional Services, Inc., for engineering services on the SW Walnut Street and SW Ordnance Road Water Main 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
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 <a href="#">Payment #2</a>
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**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**



Project Title: SW Walnut Street and SW Ordinance Road Water Main  
 Contractor: MSA Professional Services, Inc.  
 Address: 1555 SE Delaware Ave Ste F, Ankeny, IA 50021  
 Finance Budget Code: 635.3635.4210 Finance Project #: 635.4210  
 Vendor Project #: \_\_\_\_\_ Purchase Order #: \_\_\_\_\_  
 Original Contract Date: February 5, 2024 Vendor Account #: 6447

Date of Council Meeting: May 6, 2024 Payment Application #: 2  
 Payment Period: From: 03/15/2024 Through: 04/17/2024

**Contract Summary:**

Original Contract Amount:	\$	<u>210,000.00</u>	
Net Change by Change Orders:	\$	<u>-</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>210,000.00</u>	
Total Completed and Stored to Date:	\$	<u>63,036.11</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned Less Retainage:	\$	<u>63,036.11</u>	
Less Previous Applications for Payment:	\$	<u>37,871.38</u>	
SUBTOTAL:	\$		<u>25,164.73</u>

OTHER CHARGES: \$ -

**CURRENT PAYMENT DUE:** \$ 25,164.73

Balance to Finish, Including Retainage: \$ 146,963.89

Contract Time Remaining (Substantial): \_\_\_\_\_ - Working Days  
 Contract Time Remaining (Full): \_\_\_\_\_ - 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: Not Applicable  
 Firm Name

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

Engineer / Consultant Approval: MSA Professional Services, Inc.  
 Firm Name

Nichole Simgren \_\_\_\_\_  
 Signature Date 4/17/2024

City of Ankeny Staff Approval:

Donald Clark \_\_\_\_\_  
 Signature Date 4-18-24

Submit to: Don Clark, Director of Municipal Utilities  
 E-mail: dclark@ankenyiowa.gov Phone Number: (515) 963-3529

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment:**

No.	Date	Amount
1	April 1, 2024	\$ 37,871.38
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**Previous Applications for Payment:**

No.	Date	Amount
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**PREVIOUS PAY APPS TOTAL = \$ 37,871.38**

**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

## PROJECT UPDATE

---

### CONTACT INFORMATION:

Nichole Sungren

Phone: (515) 964-1920

[nsungren@msa-ps.com](mailto:nsungren@msa-ps.com)

### DATE:

April 18, 2024

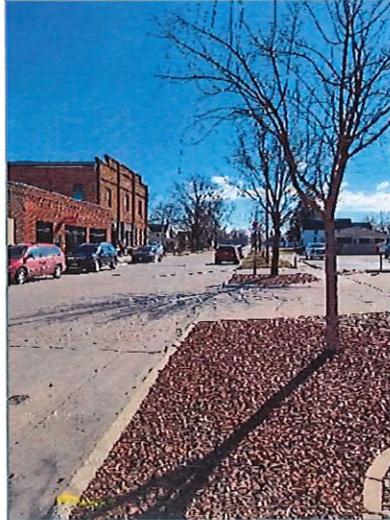
### PROJECT NUMBER:

City of Ankeny:

WTM-20-002

MSA:

09085058



### TASK 1: PROJECT SURVEY

Task 1: 91% Complete

The project survey has been completed for this project. Any project easements will be prepared, as needed once design is completed.

### TASK 2: PRELIMINARY DESIGN

Task 2: 50% Complete

MSA completed a conceptual submittal for the City to evaluate the bore vs. open cut option. The City chose to move forward with boring the water main on SW Walnut Street and open cut installation on SW Ordnance Road. MSA is in the process of finalizing the preliminary plans for submittal on April 22<sup>nd</sup> to the City staff for review.

### TASK 3: FINAL DESIGN

Task 3: 0% Complete

No work has been started on this task at this time.

### TASK 4: BIDDING

Task 4: 0% Complete

No work has been started on this task at this time.

## PROJECT UPDATE

---

### **TASK 5: PROJECT ADMINISTRATION**

*Task 5: 30% Complete*

MSA has completed preliminary utility coordination, completed internal design meetings and other administrative and coordination tasks.

### **TASK 6: IUP AND ERP PREPARATION**

*Task 6: 99% Complete*

The DNR assigned a reviewer for the IUP on 03/13/2024. MSA will address any comments once received.



# INVOICE

A 3% SERVICE FEE WILL BE ADDED TO INVOICES PAID BY CREDIT CARD. PAST DUE BALANCES ARE SUBJECT TO AN INTEREST RATE OF 1.5% PER MONTH.

City of Ankeny IA  
410 West First Street  
Ankeny, IA 50023

Invoice No: 003931  
Invoice Date: 4/17/2024  
Invoice Terms: Due upon receipt  
Project No: R09085058.00  
Project Manager: Nichole Sungren  
Client Liaison: Nichole Sungren  
Customer Ref:

From March 15, 2024 To April 17, 2024

**R09085058.00 Ankeny IA Walnut Street Water Main**

**Ankeny IA Walnut Street Water Main**

**R09085058.00.200; Preliminary Design**

**Subtotal 23,359.61**

**R09085058.00.500; Administration**

**Subtotal 1,567.62**

**R09085058.00.700; IUP and ERP Preparation**

**Subtotal 237.50**

**Invoice subtotal 25,164.73**  
**Total 25,164.73**

Please include the MSA Invoice Number and Project Number with your payment.

**ACH Payments:**

ach@msa-ps.com

Account Number: 101065930

Routing Number: 075901590

Bank Information: ACH/Wire, Baraboo State Bank, 101 3rd Avenue  
Baraboo, WI 53913

**Check Payments:**

MSA

1230 South Boulevard  
Baraboo, WI 53913



1555 SE Delaware Ave  
Suite F  
Ankeny, IA 50021

**P** (515) 964-1920  
**TF** (800) 844-4122  
**F** (515) 964-4003

[www.msa-ps.com](http://www.msa-ps.com)

April 18, 2024

Don Clark, Director of Municipal Utilities  
City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023

Re: SW Walnut Street and SW Ordnance Road Water Main  
Project # 09085058

Dear Mr. Clark:

Please find attached the Engineering Invoice #2 for work completed between March 15, 2024 and April 17, 2024. Please refer to the attached Project Update for a summary of the work completed to date. MSA submitted a conceptual submittal to the City on April 5<sup>th</sup> to evaluate the bore vs. open cut option. The preliminary design is in the process with the plans to be submitted to the City for review on April 22<sup>nd</sup>.

Please contact me if you have any questions regarding the information in this submittal. We appreciate the opportunity to work with the City of Ankeny and look forward to a successful project.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in blue ink that reads "Nichole Sungren". The signature is written in a cursive, flowing style.

Nichole Sungren, P.E.  
Project Manager

nes  
Enc.



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 #2 in the amount of \$7,044.25 to Nilles Associates, Inc., for engineering services on the SW Magazine Road & SW State Street Improvements - West Leg 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: SW Magazine Road & SW State Street Improvements - West Leg
Contractor: Nilles Associates, Inc.
Address: 1933 SW Magazine Road, Ankeny IA 50023
Finance Budget Code: 887.3887.4210 Finance Project #: 887.4210
Vendor Project #: 23060 Purchase Order #:
Original Contract Date: September 18, 2023 Vendor Account #: 3164

Date of Council Meeting: May 6, 2024 Payment Application #: 2

Payment Period: From: December 1, 2023 Through: March 31, 2024

Contract Summary:

Table with 3 columns: Description, Amount, and Total. Rows include Original Contract Amount (\$56,400.00), Net Change by Change Orders (\$-), Contract Amount to Date (\$56,400.00), Total Completed and Stored to Date (\$56,322.50), Retainage (\$-), Total Earned Less Retainage (\$56,322.50), Less Previous Applications for Payment (\$49,278.25), SUBTOTAL (\$7,044.25), OTHER CHARGES (\$-), CURRENT PAYMENT DUE (\$7,044.25), Balance to Finish, Including Retainage (\$77.50), and 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: Nilles Associates, Inc.
Signature: [Handwritten Signature] Date: 4/26/2024

Engineer / Consultant Approval:
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City of Ankeny Staff Approval:
Signature: [Handwritten Signature] Date: 4/26/2024

Submit to: Matthew Grgurich
E-mail: MGrgrurich@Ankenylowa.gov Phone Number: 515-963-3549

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment:**

No.	Date	Amount
1	January 2, 2024	\$ 49,278.25
2		
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4		
5		
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**Previous Applications for Payment:**

No.	Date	Amount
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**PREVIOUS PAY APPS TOTAL = \$ 49,278.25**

**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: \_\_\_\_\_  
 Working Days Used to Date: \_\_\_\_\_  
 Working Days Remaining: \_\_\_\_\_

**Full Completion:**

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



1933 SW Magazine Road  
 Ankeny, IA 50023  
 (515) 965-0123 office / (515) 965-3322 fax  
 nillesinc.com

**INVOICE**

City of Ankeny  
 Attn: Matthew Grgurich  
 1210 NW Prairie Ridge Drive  
 Ankeny, Iowa 50023

Invoice Date: 4/10/2024  
 Billing Period 12/01/23-03/31/24

Invoice No: 23060.02  
 Project No: 23060

**Project: SW Magazine Road & SW State Street  
 Improvements - West Leg**

Basic Services:	Hours	Rate	Amount	Current
Engineer VII	7.5	\$188.00	\$1,410.00	
Engineer IV	12.0	\$137.00	\$1,644.00	
Engineer III	14.0	\$112.00	\$1,568.00	
Technician IV	22.0	\$105.50	\$2,321.00	
Technician I	1.5	\$67.50	<u>\$101.25</u>	
		Subtotal:	\$7,044.25	<b><u>\$7,044.25</u></b>
		Previous Invoices:	<u>\$49,278.25</u>	
		Total to Date:	\$56,322.50	

Contract Amount: \$ 56,400.00  
 Amount Remaining: \$ 77.50

**Total Due this Invoice: \$7,044.25**

1250 SW State Street, Suite A  
Ankeny, IA 50023-2555  
(515) 965-0123 – (515) 965-3322 fax  
nillesinc.com



Engineering – Planning – Landscape Architecture – Surveying

April 10, 2024

Matthew Grgurich  
City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023

RE: SW MAGAZINE ROAD & SW STATE STREET IMPROVEMENTS – WEST LEG.  
PROGRESS REPORT NO. 2

Dear Matt,

Please find the attached Invoice for our services for the above referenced project. This progress report and attached invoice covers work from December 01, 2023 through March 31, 2024.

The following Engineering Services were covered during this period as part of the Basic Services:

A1.03 Final Design Phase

General Project administration. Review Project with City Staff. Prepare final drawings and specifications. Prepare Contract Documents for bidding.

A1.04 Bidding Phase

General Project administration. Assist City Staff in advertising and evaluating bids. Answer bidder questions.

Please feel free to contact us with any questions or comments.

Sincerely,  
NILLES ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "John P. Nilles".

John P. Nilles



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 #4 in the amount of \$3,586.50 to Nilles Associates, Inc., for engineering services on the Vintage Business Park North Lake and Saylor Creek Repairs 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:

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Vintage Business Park North Lake and Saylor Creek Repairs
Contractor: Nilles Associates, Inc.
Address: 1933 SW Magazine Road, Ankeny IA 50023
Finance Budget Code: 680.3680.4210 Finance Project #: 680.4210
Vendor Project #: 23035 Purchase Order #:
Original Contract Date: August 7, 2023 Vendor Account #: 3164

Date of Council Meeting: May 6, 2024 Payment Application #: 4
Payment Period: From: February 1, 2024 Through: March 31, 2024

Contract Summary:

Original Contract Amount: \$ 94,900.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 94,900.00
Total Completed and Stored to Date: \$ 87,840.00
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 87,840.00
Less Previous Applications for Payment: \$ 84,253.50
SUBTOTAL: \$ 3,586.50

OTHER CHARGES: \$ -
CURRENT PAYMENT DUE: \$ 3,586.50

Balance to Finish, Including Retainage: \$ 7,060.00

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: Nilles Associates, Inc.
Signature: [Handwritten Signature] Date: 4/26/2024

Engineer / Consultant Approval:
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City of Ankeny Staff Approval:
Signature: [Handwritten Signature: Becky Ford] Date: 04/26/2024

Submit to: Becky Ford
E-mail: BFord@AnkenyIowa.gov Phone Number: 515-963-3526

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment:**

No.	Date	Amount
1	September 18, 2023	\$ 37,777.25
2	December 4, 2023	\$ 15,053.50
3	February 19, 2024	\$ 31,422.75
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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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**CHANGE ORDER TOTAL = \$** \_\_\_\_\_ **-**

**Contract Time Remaining:**

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

**Substantial Completion:**

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

**Full Completion:**

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

**PREVIOUS PAY APPS TOTAL = \$** 84,253.50



1933 SW Magazine Road  
 Ankeny, IA 50023  
 (515) 965-0123 office / (515) 965-3322 fax  
 nillesinc.com

**INVOICE**

City of Ankeny  
 Attn: Becky Ford  
 1210 NW Prairie Ridge Drive  
 Ankeny, Iowa 50023

Invoice Date: 4/10/2024  
 Billing Period 02/01/24-03/31/24

Invoice No: 23035.04  
 Project No: 23035

**Project: Vintage Business Park North Lake  
 and Saylor Creek Repairs**

Basic Services:	Hours	Rate	Amount	Current
Engineer VI	9.0	\$171.00	\$1,539.00	
Engineer V	9.0	\$154.00	\$1,386.00	
Landscape Architect V	0.5	\$162.50	\$81.25	
Technician IV	5.5	\$105.50	<u>\$580.25</u>	
		Subtotal:	\$3,586.50	<b>\$3,586.50</b>
		Previous Invoices:	<u>\$84,253.50</u>	
		Total to Date:	\$87,840.00	

Contract Amount: \$ 94,900.00  
 Amount Remaining: \$ 7,060.00

**Total Due this Invoice: \$3,586.50**



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 #16 in the amount of \$33,549.75 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.

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>
 <a href="#">Payment #16</a>





Remit To:  
 RDG Planning & Design  
 301 Grand Avenue  
 Des Moines, Iowa 50309  
 Questions: [invoicing@rdgusa.com](mailto:invoicing@rdgusa.com)

Mark Mueller  
 City of Ankeny  
 1210 NW Prairie Ridge Drive  
 Ankeny, IA 50023

March 31, 2024  
 Project No: R3005.308.01  
 Invoice No: 56697

Project R3005.308.01 City of Ankeny - Fourmile Creek - Final Design and Bidding  
Professional Services through March 31, 2024  
 Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Construction Documents	74,555.00	85.00	63,371.75	29,822.00	33,549.75
Bidding/Negotiation	10,000.00	0.00	0.00	0.00	0.00
Total Fee	84,555.00		63,371.75	29,822.00	33,549.75
<b>Total Fee</b>					<b>33,549.75</b>
<b>Total this Invoice</b>					<b>\$33,549.75</b>



**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment**

No.	Date	Amount
1	March 31, 2022	\$ 7,483.03
2	April 30, 2022	\$ 2,790.77
3	May 31, 2022	\$ 19,691.45
4	June 30, 2022	\$ 38,526.75
5	July 31, 2022	\$ 57,348.00
6	August 31, 2022	\$ 7,989.25
7	September 30, 2022	\$ 20,663.25
8	October 31, 2022	\$ 6,887.75
9	November 30, 2022	\$ 20,663.25
10	December 31, 2022	\$ 6,887.75
11	February 28, 2023	\$ 27,551.00
12	March 31, 2023	\$ 10,615.50
13	April 30, 2023	\$ 18,638.75
14	May 31, 2023	\$ 3,727.75
15	February 29, 2024	\$ 3,727.75
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**Previous Applications for Payment**

No.	Date	Amount
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**PREVIOUS PAY APP TOTAL = \$ 253,192.00**

**Record of Change Orders**

No.	Date	Amount
1	March 20, 2023	\$ 84,555.00
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**CHANGE ORDER TOTAL = \$ 84,555.00**

**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**

April 10, 2024

Becky Ford, PE, CFM  
Stormwater & Environmental Manager  
City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, Iowa 50023-1564

**RE: Fourmile Creek and Tributary to Fourmile Creek Restoration**

Ms. Ford:

This letter accompanies RDG Invoice #56697 related to the project referenced above. During the period of work related to this invoice the following tasks or work items were performed:

1. Management of project schedule and internal delegation of tasks
2. Coordination with Iowa Department of Natural Resources and U.S. Army Corps of Engineers
3. Coordination with Polk County Public Works regarding construction funding requirements.
4. Refinement of construction document design plans for stream restoration project

We would be glad to provide more specific information regarding any of these tasks, if required. Let me know if you have any questions. Thank you.

Sincerely,



Gregory M. Pierce, PE, CPESC  
Water Resource Engineer  
Project Manager





ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 #1 in the amount of \$121,019.55 to Rognes Corporation, for construction 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 #1</a>



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>DIVISION 2 - EARTHWORK</b>														
2.01	CLEARING AND GRUBBING	UNIT	594.5		594.5	\$133.00	\$79,068.50	520.00	\$69,160.00		520.00	\$69,160.00	74.5	87.47%
2.02	REMOVAL AND SALVAGE OF LANDSCAPING	LS	1		1	\$7,560.00	\$7,560.00				0.00		1	0.00%
2.03	TOPSOIL, OFF-SITE	CY	325		325	\$27.00	\$8,775.00				0.00		325	0.00%
2.04	EXCAVATION, CLASS 10	CY	1,610		1,610	\$27.00	\$43,470.00				0.00		1,610	0.00%
2.05	SUBGRADE PREPARATION	SY	6,045		6,045	\$2.80	\$16,926.00				0.00		6,045	0.00%
2.06	SUBGRADE TREATMENT, GEOTRIAD, TRIANGULAR	SY	1,995		1,995	\$4.90	\$9,775.50				0.00		1,995	0.00%
2.07	SUBBASE, MODIFIED	SY	6,045		6,045	\$10.00	\$60,450.00				0.00		6,045	0.00%
2.08	COMPACTION TESTING	LS	1		1	\$8,760.00	\$8,760.00				0.00		1	0.00%
<b>DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION</b>														
3.01	TRENCH COMPACTION TESTING	LS	1		1	\$8,760.00	\$8,760.00				0.00		1	0.00%
<b>DIVISION 4 - SEWERS AND DRAINS</b>														
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 8 IN. DIA	LF	123		123	\$122.00	\$15,006.00				0.00		123	0.00%
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 15 IN. DIA	LF	1,228		1,228	\$195.00	\$239,460.00				0.00		1,228	0.00%
4.03	SANITARY SEWER SERVICE STUB, PVC, 4"	LF	594		594	\$110.00	\$65,340.00				0.00		594	0.00%
4.04	SANITARY SEWER SERVICE STUB, PVC, 6"	LF	113		113	\$119.00	\$13,447.00				0.00		113	0.00%
4.05	REMOVAL OF SANITARY SEWER, VCP, DIA. EQUAL TO OR LESS THAN 10 IN.	LF	1,460		1,460	\$19.00	\$27,740.00				0.00		1,460	0.00%
4.06	SANITARY SEWER CLEANOUT, TEMPORARY	EA	3		3	\$6,840.00	\$20,520.00				0.00		3	0.00%
4.07	REMOVAL OF SANITARY SEWER CLEANOUT	EA	4		4	\$116.00	\$464.00				0.00		4	0.00%
4.08	STORM SEWER, TRENCHED, RCP, 15 IN. DIA	LF	283		283	\$104.00	\$29,432.00				0.00		283	0.00%
4.09	STORM SEWER, TRENCHED, RCP, 36 IN. DIA	LF	1,252		1,252	\$166.00	\$207,832.00				0.00		1,252	0.00%
4.10	STORM SEWER, TRENCHED, RCP, 42 IN. DIA	LF	80		80	\$245.00	\$19,600.00				0.00		80	0.00%
4.11	REMOVAL OF STORM SEWER, RCP, DIA. EQUAL TO OR GREATER THAN 18 IN.	LF	64		64	\$23.00	\$1,472.00				0.00		64	0.00%
4.12	REMOVAL OF STORM SEWER, RCP, DIA. EQUAL TO OR GREATER THAN 18 IN.	LF	80		80	\$23.00	\$1,840.00				0.00		80	0.00%
4.13	FOOTING DRAIN COLLECTOR/SUBDRAIN, CORRUGATED PVC, 8 IN. DIA	LF	2,485		2,485	\$41.00	\$101,885.00				0.00		2,485	0.00%
4.14	SUBDRAIN CLEANOUT, TYPE A-1, 8 IN.	EA	3		3	\$773.00	\$2,319.00				0.00		3	0.00%
4.15	SUBDRAIN CLEANOUT, TYPE B	EA	2		2	\$479.00	\$958.00				0.00		2	0.00%
4.16	FOOTING DRAIN OUTLETS AND CONNECTIONS, 8 IN. DIA	EA	28		28	\$266.00	\$7,448.00				0.00		28	0.00%
4.17	STORM SEWER SERVICE STUB, PVC, 1-1/2 IN. DIA.	EA	26		26	\$745.00	\$19,370.00				0.00		26	0.00%
4.18	REMOVAL OF SUBDRAIN CLEANOUT	EA	1		1	\$120.00	\$120.00				0.00		1	0.00%
4.19	CONNECT EXISTING SUBDRAIN TO STRUCTURE	EA	2		2	\$248.00	\$496.00				0.00		2	0.00%
4.20	REMOVAL OF SUBDRAIN	LF	80		80	\$2.00	\$160.00				0.00		80	0.00%
<b>DIVISION 5 - WATER MAINS AND APPURTENANCES</b>														
5.01	WATER MAIN, TRENCHED, PVC C900, 4 IN. DIA.	LF	17		17	\$117.00	\$1,989.00				0.00		17	0.00%
5.02	WATER MAIN, TRENCHED, DIP, 4 IN. DIA.	LF	8		8	\$174.00	\$1,392.00				0.00		8	0.00%
5.03	WATER MAIN, TRENCHED, PVC C900, 8 IN. DIA.	LF	736		736	\$73.00	\$53,728.00				0.00		736	0.00%
5.04	WATER MAIN, TRENCHED, RESTRAINED PVC C900, 8 IN. DIA.	LF	317		317	\$91.00	\$28,847.00				0.00		317	0.00%
5.05	WATER MAIN, TRENCHED, RESTRAINED DIP, 8 IN. DIA.	LF	134		134	\$115.00	\$15,410.00				0.00		134	0.00%
5.06	FITTING, REDUCER, 8" X 4" IN.	EA	4		4	\$543.00	\$2,172.00				0.00		4	0.00%
5.07	FITTING, TEE, 8" X 8" X 8"	EA	1		1	\$1,075.00	\$1,075.00				0.00		1	0.00%
5.08	FITTING, CROSS, 8" X 8" X 8" X 8"	EA	1		1	\$869.00	\$869.00				0.00		1	0.00%
5.09	FITTING, 45 DEG., 4 IN.	EA	8		8	\$509.00	\$4,072.00				0.00		8	0.00%
5.10	FITTING, 45 DEG., 8 IN.	EA	6		6	\$849.00	\$5,094.00				0.00		6	0.00%
5.11	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., NEAR SIDE	EA	10		10	\$2,175.00	\$21,750.00				0.00		10	0.00%
5.12	WATER SERVICE, COPPER, 3/4 IN. DIA., NEAR SIDE	EA	2		2	\$2,390.00	\$4,780.00				0.00		2	0.00%
5.13	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., FAR SIDE	EA	10		10	\$2,570.00	\$25,700.00				0.00		10	0.00%
5.14	WATER SERVICE, COPPER, 1 IN. DIA., FAR SIDE	EA	2		2	\$3,000.00	\$6,000.00				0.00		2	0.00%
5.15	WATER SERVICE CURB STOP AND BOX	EA	1		1	\$1,085.00	\$1,085.00				0.00		1	0.00%
5.16	REMOVAL OF WATER MAIN	LF	1,221		1,221	\$15.00	\$18,315.00				0.00		1,221	0.00%
5.17	WATER MAIN, TEMPORARY, PEX, 2IN. DIA.	LF	2,510		2,510	\$17.00	\$42,670.00	1,204.00	\$20,468.00		1,204.00	\$20,468.00	1,306	47.97%
5.18	VALVE, GATE, 8 IN.	EA	5		5	\$2,430.00	\$12,150.00				0.00		5	0.00%
5.19	TAPPING VALVE ASSEMBLY, 1 IN., CHLORINATION TAP	EA	1		1	\$2,040.00	\$2,040.00				0.00		1	0.00%
5.20	FLUSHING DEVICE (TEMPORARY HYDRANT), 4 IN.	EA	3		3	\$5,070.00	\$15,210.00				0.00		3	0.00%
5.21	ALTERNATE FIRE HYDRANT ASSEMBLY	EA	2		2	\$7,185.00	\$14,370.00				0.00		2	0.00%



**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment:**

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**Previous Applications for Payment:**

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**PREVIOUS PAY APPS TOTAL = \$**                     -

**Record of Change Orders:**

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**CHANGE ORDER TOTAL = \$**                     -

**Contract Time Remaining:**

Contract Period:	<u>Working Days</u>
Construction Start Date:	<u>April 15, 2024</u>

**Substantial Completion:**

Contract Working Days:	<u>160.0</u>
Added by Change Order:	<u>0.0</u>
Total Working Days:	<u>160.0</u>
Working Days Used to Date:	<u>3.5</u>
Working Days Remaining:	<u>156.5</u>

**Full Completion:**

Contract Working Days:	<u>10.0</u>
Added by Change Order:	<u>0.0</u>
Total Working Days:	<u>10.0</u>
Working Days Used to Date:	<u>0.0</u>
Working Days Remaining:	<u>10.0</u>



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:  
Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:  
Motion

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to approve Payment #3 in the amount of \$10,677.75 to Snyder & Associates, Inc. for engineering services on the Watercrest Park Expansion 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
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 <a href="#">Payment #3</a>
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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Watercrest Park
Contractor: Snyder & Associates, Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 973.2973.4210 Finance Project #: 973.4210
Vendor Project #: 124.0171.01 Purchase Order #:
Original Contract Date: January 16, 2024 Vendor Account #: 990

Date of Council Meeting: May 6, 2024 Payment Application #: 3
Payment Period: From: March 18, 2024 Through: April 21, 2024

Contract Summary:
Original Contract Amount: \$ 59,500.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 59,500.00
Total Completed and Stored to Date: \$ 31,119.30
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 31,119.30
Less Previous Applications for Payment: \$ 20,441.55
SUBTOTAL: \$ 10,677.75

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 10,677.75

Balance to Finish, including Retainage: \$ 28,380.70

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: Snyder & Associates, Inc Firm Name

Signature: [Handwritten Signature] Date: 4/23/2024

City of Ankeny Staff Approval:

Signature: [Handwritten Signature] Date: 4/26/24

Submit to: Nick Lenox
E-mail: nlenox@ankenyiowa.gov Phone Number: 515/963-3576

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment:**

No.	Date	Amount
1	February 21, 2024	\$ 8,385.95
2	March 21, 2024	\$ 12,055.60
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**Previous Applications for Payment:**

No.	Date	Amount
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**PREVIOUS PAY APPS TOTAL = \$ 20,441.55**

**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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 23, 2024

Nick Lenox  
 City of Ankeny  
 1210 NW Prairie Ridge Dr  
 Ankeny, IA 50023-1751

Invoice No: 124.0171.01 - 3

Finance Budget code 973.2973.4210

Finance Budget code 973.4210

Vendor 990

Email

Project 124.0171.01 Watercrest Park

Professional Services through April 21, 2024

Basic Services

Hourly Services

	Hours	Rate	Amount	
Engineer VI	5.50	178.00	979.00	
Landscape Architect VI	16.00	178.00	2,848.00	
Landscape Architect III	6.00	141.00	846.00	
Landscape Architect II	39.50	128.00	5,056.00	
Engineer I	8.25	115.00	948.75	
<b>Total Services</b>	<b>75.25</b>		<b>10,677.75</b>	<b>10,677.75</b>

Billing Limits	Current	Prior	To-Date
Total Billings	10,677.75	20,441.55	31,119.30
Limit			47,500.00
Remaining			16,380.70

Phase Subtotal \$10,677.75

Construction Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			12,000.00
Remaining			12,000.00

Phase Subtotal 0.00

Amount Due this Invoice \$10,677.75

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Clay Schneckloth



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 #38 in the amount of \$11,709.52 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

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:

<b>Click to download</b>
 <a href="#">Payment #38</a>



**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment**

#	Date	Amount
1	3/23/2021	\$ 47,394.98
2	4/22/2021	\$ 14,665.92
3	5/26/2021	\$ 16,258.50
4	6/24/2021	\$ 4,639.50
5	7/22/2021	\$ 6,659.86
6	8/25/2021	\$ 1,525.50
7	9/22/2021	\$ 3,837.50
8	10/21/2021	\$ 15,215.25
9	11/23/2021	\$ 24,875.92
10	12/21/2021	\$ 15,796.50
11	1/26/2022	\$ 16,200.50
12	2/24/2022	\$ 14,679.78
13	3/24/2022	\$ 17,788.50
14	4/20/2022	\$ 12,803.50
15	5/24/2022	\$ 29,637.85
16	6/23/2022	\$ 25,728.81
17	7/20/2022	\$ 18,544.85
18	8/25/2022	\$ 22,644.25
19	9/21/2022	\$ 15,138.00
20	10/26/2022	\$ 9,243.47
21	11/23/2022	\$ 12,849.25
22	12/21/2022	\$ 11,784.50
23	1/26/2023	\$ 13,247.02
24	2/23/2023	\$ 5,183.49
25	3/23/2023	\$ 22,707.12
26	4/18/2023	\$ 19,862.85
27	5/25/2023	\$ 26,947.70
28	6/22/2023	\$ 18,611.96
29	7/26/2023	\$ 20,447.16
30	8/24/2023	\$ 7,912.74
31	9/21/2023	\$ 12,205.74
32	10/26/2023	\$ 13,307.82
33	11/22/2023	\$ 8,492.66
34	12/20/2023	\$ 8,489.56
35	1/24/2024	\$ 5,319.77
36	2/21/2024	\$ 9,921.65
37	3/21/2024	\$ 7,080.25
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TOTAL \$ 557,650.18

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**Record of Change Orders**

#	Date	Amount
1	9/7/2021	\$ 158,200.00
2	12/6/2021	\$ 185,400.00
3	11/21/2022	\$ 255,300.00
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TOTAL		\$ <u>598,900.00</u>

**Contract Time Remaining:**  
 CONTRACT PERIOD: CLICK TO CHOOSE  
 Original Contract Date: January 4, 2021  
 Original Contract Time: \_\_\_\_\_  
 Added by Change Order: \_\_\_\_\_  
 Contract Time to Date: 0  
 Time Used to Date: \_\_\_\_\_  
 Contract Time Remaining: 0



INVOICE FOR PROFESSIONAL SERVICES

April 24, 2024

Don Clark  
 City of Ankeny  
 1210 NW Prairie Ridge Dr  
 Ankeny, IA 50023-1751

Invoice No: 120.1113.01 - 38

Finance Budget Code 629.3629.4210/688.3688.4210  
 Project Code 629.4210/688.4210

Vendor #990

Email

Project 120.1113.01 Ankeny HTT Water Main & Drainage Improvements

Professional Services through April 21, 2024

Prelim Services

Phase Subtotal 0.00

	<b>Total</b>	<b>Prior</b>	<b>Current</b>
Billings to Date	95,183.76	95,183.76	0.00

Design Services Amendment 1

Phase Subtotal 0.00

	<b>Total</b>	<b>Prior</b>	<b>Current</b>
Billings to Date	82,836.00	82,836.00	0.00

Design Services Amendment 2 (Division 1)

Phase Subtotal 0.00

	<b>Total</b>	<b>Prior</b>	<b>Current</b>
Billings to Date	138,769.18	138,769.18	0.00

Design Services Amendment 2 (Division 2)

Phase Subtotal 0.00

	<b>Total</b>	<b>Prior</b>	<b>Current</b>
Billings to Date	20,792.00	20,792.00	0.00

Construction Services Div 1

Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	5.00	229.00	1,145.00	
Sr. Engineer	16.75	198.00	3,316.50	
Technician VIII	.50	123.00	61.50	
Technician V	35.00	92.00	3,220.00	
Administrative II	.50	71.00	35.50	
Total Services	57.75		7,778.50	7,778.50

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

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements	Invoice	38
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Fleet Mileage

74.02

Phase Subtotal

\$7,852.52

<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>
	189,054.66	181,202.14	7,852.52

Construction Services Div 2

Phase Subtotal

0.00

<b>Billings to Date</b>	<b>Total</b>	<b>Prior</b>	<b>Current</b>
	38,867.10	38,867.10	0.00

Billing Limits

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	7,852.52	557,650.18	565,502.70
Limit			688,200.00
Remaining			122,697.30

Total this Project

\$7,852.52

<b>Billings to Date</b>	<b>Current</b>	<b>Prior</b>	<b>Total</b>
	7,852.52	557,650.18	565,502.70

Project 120.1113.01B HTT Transmission Main Trail Repair

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	2.00	252.00	504.00
Sr. Engineer	1.75	216.00	378.00
Engineer VI	7.50	178.00	1,335.00
Technician III	20.00	82.00	1,640.00
<b>Total Services</b>	<b>31.25</b>		<b>3,857.00</b>

3,857.00

Billing Limits

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	3,857.00	0.00	3,857.00
Limit			14,500.00
Remaining			10,643.00

Total this Project

\$3,857.00

<b>Billings to Date</b>	<b>Current</b>	<b>Prior</b>	<b>Total</b>
	3,857.00	0.00	3,857.00

Amount Due this Invoice \$11,709.52

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



April 24, 2024

Mr. Don Clark  
City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS  
PROGRESS REPORT NO. 38  
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the thirty-eighth progress report for the above referenced project and covers work through April 21, 2024. Work performed during this period primarily includes tasks associated with the project construction, including final punch list coordination, construction observation and reporting, and record drawing development. Work performed also includes tasks associated with the HTT Trail Restoration supplemental work. This invoice of \$11,709.52 represents the completion of about 82% of the \$702,700 Design and Construction Services Agreement and Amendments to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the May 6, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Mark A. Land'.

Mark A. Land, P.E., CFM  
Vice President

MAL/wcf

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 #7 in the amount of \$69,310.06 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street 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

 [Payment #7](#)

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**



**Project Title:** N Ankeny Blvd Improvements 1st Street to 11th St  
**Contractor:** Snyder & Associates, Inc  
**Address:** 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023  
**Finance Budget Code:** 949.3949.4210      **Finance Project #:** 949.4210  
**Vendor Project #:** 123.0584.01      **Purchase Order #:** \_\_\_\_\_  
**Original Contract Date:** October 2, 2023      **Vendor Account #:** 990

**Date of Council Meeting:** May 6, 2024      **Payment Application #:** 7

**Payment Period:** From: March 18, 2024 Through: April 21, 2024

**Contract Summary:**

Original Contract Amount:	\$	<u>282,300.00</u>	
Net Change by Change Orders:	\$	<u>334,200.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$		<u>616,500.00</u>
Total Completed and Stored to Date:	\$	<u>452,739.20</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned Less Retainage:	\$		<u>452,739.20</u>
Less Previous Applications for Payment:	\$		<u>383,429.14</u>
<b>SUBTOTAL:</b>			<b>\$ <u>69,310.06</u></b>

**OTHER CHARGES:** \$ -

**CURRENT PAYMENT DUE:** \$ **69,310.06**

Balance to Finish, Including Retainage: \$ 163,760.80

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:**

Snyder & Associates, Inc  
Firm Name

*Mark [Signature]*  
Signature      4/23/2024  
Date

**City of Ankeny Staff Approval:**

*Jim [Signature]*  
Signature      4/26/2024  
Date

**Submit to:** Jim Haberichter P.E.  
**E-mail:** jhaberichter@ankenyiowa.gov      **Phone Number:** 515/965-6400

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment:**

No.	Date	Amount
1	October 25, 2023	\$ 76,679.45
2	November 21, 2023	\$ 40,757.61
3	December 19, 2023	\$ 46,633.00
4	January 24, 2024	\$ 74,484.90
5	February 21, 2024	\$ 11,117.93
6	March 20, 2024	\$ 133,756.25
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**Previous Applications for Payment:**

No.	Date	Amount
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**PREVIOUS PAY APPS TOTAL = \$ 383,429.14**

**Record of Change Orders:**

No.	Date	Amount
1	March 20, 2024	\$ 334,200.00
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**CHANGE ORDER TOTAL = \$ 334,200.00**

**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



INVOICE FOR PROFESSIONAL SERVICES

April 23, 2024

Jim Haberichter P.E.  
 City of Ankeny  
 1210 NW Prairie Ridge Dr  
 Ankeny, IA 50023-1751

Invoice No: 123.0584.01 - 7

Finance Budget Code 949.3949.4210

Finance Project Code 949.4210

Vendor 990

Email

Project 123.0584.01 N Ankeny Blvd Improvements 1st Street to 11th St

Professional Services through April 21, 2024

Basic Services

	Hours	Rate	Amount	
Principal Engineer II	.25	245.00	61.25	
Principal Engineer I	12.50	230.00	2,875.00	
Land Surveyor VIII	.25	192.00	48.00	
Engineer VIII	19.50	192.00	3,744.00	
Engineer VII	101.00	182.00	18,382.00	
Engineer IV	20.25	149.00	3,017.25	
Engineer I	198.00	109.00	21,582.00	
Technician III	116.00	80.00	9,280.00	
Technician II	1.50	73.00	109.50	
Administrative II	.50	75.00	37.50	
<b>Total Services</b>	<b>469.75</b>		<b>59,136.50</b>	
<b>Total Services</b>				<b>59,136.50</b>

Copies, Color Copies			5.00	
<b>Total Expenses</b>				<b>5.00</b>

Fleet Mileage 3.28

Billing Limits	Current	Prior	To-Date	
Total Billings	59,144.78	311,541.23	370,686.01	
Limit			467,400.00	
Remaining			96,713.99	
			<b>Phase Subtotal</b>	<b>\$59,144.78</b>

Additional Services

	Hours	Rate	Amount
Land Surveyor VIII	9.25	192.00	1,776.00
Engineer VIII	2.00	192.00	384.00
Project Manager VII	3.00	182.00	546.00
Right-of-Way Agent II	12.00	123.00	1,476.00

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

Project	123.0584.01	Ank-NANkBlvdImprov1stStto11thSt		Invoice	7
Technician VII		14.75	120.00	1,770.00	
Technician VI		2.00	108.00	216.00	
Technician III		36.00	80.00	2,880.00	
Technician II		6.50	73.00	474.50	
Administrative II		8.50	75.00	637.50	
	Total Services	94.00		10,160.00	
	<b>Total Services</b>				<b>10,160.00</b>
Copies, Color Copies				2.00	
	<b>Total Expenses</b>				<b>2.00</b>
Fleet Mileage					<b>3.28</b>
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings		10,165.28	71,887.91	82,053.19	
Limit				149,100.00	
Remaining				67,046.81	
			<b>Phase Subtotal</b>		<b>\$10,165.28</b>
				<b>Amount Due this Invoice</b>	<b><u>\$69,310.06</u></b>

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: [ar@snyder-associates.com](mailto:ar@snyder-associates.com)

Project Manager: Jordan Stoermer



April 23, 2024

Mr. Jim Haberichter  
City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, Iowa 50023

RE: N. ANKENY BOULEVARD IMPROVEMENTS – 1<sup>ST</sup> STREET TO 11<sup>TH</sup> STREET  
PROGRESS REPORT NO. 7  
S&A PROJECT NO. 123.0584.01

Dear Mr. Haberichter:

This is the seventh progress report for the above referenced project and covers work through April 21, 2024. Our work through this period includes the following:

- Final design for transportation and traffic
- Preparing Right-of-Way packets
- Preparing final plats and temporary construction easement documents
- Preparing for and attending PMT meeting #6 and staging follow up meeting
- Franchise utility coordination
- Lighting analysis

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the May 6, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Mark A. Land'.

Mark A. Land, P.E., CFM  
Vice President

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.  
John Haldeman, P.E., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 #33 in the amount of \$22,353.93 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St 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
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 <a href="#">Payment #33</a>
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**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment**

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$59,301.65
5	12/21/2021	\$ 30,772.95
6	1/25/2022	\$ 34,225.25
7	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
9	4/20/2022	\$ 49,219.11
10	5/25/2022	\$ 104,345.95
11	6/22/2022	\$ 89,753.67
12	7/20/2022	\$ 80,936.65
13	8/24/2022	\$ 96,981.13
14	9/21/2022	\$ 48,325.63
15	10/26/2022	\$ 24,744.69
16	11/22/2022	\$ 5,433.50
17	12/21/2022	\$ 10,748.63
18	1/25/2023	\$ 6,328.25
19	2/22/2023	\$ 14,823.38
20	3/22/2023	\$ 16,026.72
21	4/18/2023	\$ 21,058.49
22	5/24/2023	\$ 30,346.26
23	6/21/2023	\$ 32,070.31
24	7/26/2023	\$ 35,473.32
25	8/23/2023	\$ 42,028.17
26	9/20/2023	\$ 31,342.35
27	10/25/2023	\$ 61,524.42
28	11/21/2023	\$ 26,456.79
29	12/20/2023	\$ 13,498.93
30	1/24/2024	\$ 8,450.07
31	2/21/2024	\$ 12,592.88
32	3/20/2024	\$ 9,356.80
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TOTAL \$ 1,098,965.40

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**Record of Change Orders**

#	Date	Amount
1	4/18/2022	\$ 605,490.00
2	1/17/2023	\$ 621,800.00
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TOTAL		\$ <u>1,227,290.00</u>

**Contract Time Remaining:**

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 16, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



April 24, 2024

Mr. Adam Lust, P.E.  
City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, Iowa 50023

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET  
PROGRESS REPORT NO. 33  
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the thirty-third progress report for the above referenced project and covers work through April 21, 2024. Construction services performed throughout this period includes franchise utility coordination, construction staking, construction observation, and general correspondence with City staff and Contractor.

The Contractor is continuing grading operations and box culvert construction. They are pouring the floor for three sections culvert floor and footings today, and anticipate starting subgrade preparation along the roadway next week (weather pending). The Contractor has installed the storm sewer between the box culvert north to 18<sup>th</sup> Street, and we are videoing this storm sewer pipe today.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the May 6, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Mark A. Land'.

Mark A. Land, P.E., CFM  
Vice President

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.  
John Haldeman, P.E., Snyder & Associates, Inc.



INVOICE FOR PROFESSIONAL SERVICES

April 24, 2024

Adam Lust  
 City of Ankeny  
 1210 NW Prairie Ridge Dr  
 Ankeny, IA 50023-1751

Invoice No: 121.0695.01 - 33

Finance Budget Code 979.3979.4210

Finance Project Code 979.4210

Vendor 990

Email

Project 121.0695.01 NE Delaware Ave Recon - NE 5th St to NE 18th St

Professional Services through April 21, 2024

Basic Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	643,289.67	643,289.67	
Limit			643,290.00	
Remaining			.33	
<b>Phase Subtotal</b>				<b>0.00</b>

Additional Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	122,200.00	122,200.00	
Limit			122,200.00	
<b>Phase Subtotal</b>				<b>0.00</b>

Construction Services

	Hours	Rate	Amount	
Principal Engineer II	.25	245.00	61.25	
Principal Engineer I	2.50	230.00	575.00	
Engineer VIII	11.50	192.00	2,208.00	
Project Manager VII	7.00	182.00	1,274.00	
Environmental Scientist VII	1.00	182.00	182.00	
Engineer IV	2.00	149.00	298.00	
Engineer II	16.25	123.00	1,998.75	
Landscape Architect II	.50	123.00	61.50	
Technician VIII	78.50	130.00	10,205.00	
Technician VII	27.75	120.00	3,330.00	
Technician V	2.00	98.00	196.00	
Technician II	22.50	73.00	1,642.50	
<b>Total Services</b>	<b>171.75</b>		<b>22,032.00</b>	
<b>Total Services</b>				<b>22,032.00</b>

Miscellaneous			102.49	
<b>Total Expenses</b>				<b>102.49</b>

Fleet Mileage

219.44

**Billing Limits**

Total Billings

**Current**

**Prior**

**To-Date**

22,353.93

333,475.73

355,829.66

Limit

711,800.00

Remaining

355,970.34

**Phase Subtotal**

**\$22,353.93**

**Amount Due this Invoice**

**\$22,353.93**

**Billings to Date**

**Total**  
1,121,319.33

**Prior**  
1,098,965.40

**Current**  
22,353.93

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: [ar@snyder-associates.com](mailto:ar@snyder-associates.com)

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 #1 in the amount of \$19,901.50 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - 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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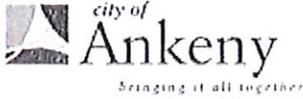
ADDITIONAL INFORMATION:

---

ATTACHMENTS:

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

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** NW Northlawn Area Utility Improvements Ph 4  
**Contractor:** Snyder & Associates, Inc  
**Address:** 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023  
**Finance Budget Code:** 33 1/3 to each    **Finance Project #:** 33 1/3 to each  
610.3610.4210/650.3650.4210/963.3963.4210    610.4210/650.4210/963.4210  
**Vendor Project #:** 119.0975.01D    **Purchase Order #:** \_\_\_\_\_  
**Original Contract Date:** April 1, 2024    **Vendor Account #:** 990

**Date of Council Meeting:** May 6, 2024    **Payment Application #:** 1

**Payment Period:** From: April 1, 2024    Through: April 21, 2024

**Contract Summary:**

Original Contract Amount:	\$	84,450.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	84,450.00	
Total Completed and Stored to Date:	\$	19,901.50	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	19,901.50	
Less Previous Applications for Payment:	\$	-	
<b>SUBTOTAL:</b>			<b>\$ 19,901.50</b>

**OTHER CHARGES:** \$ -

**CURRENT PAYMENT DUE:** \$ 19,901.50

Balance to Finish, Including Retainage: \$ 64,548.50

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: Snyder & Associates, Inc

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

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

City of Ankeny Staff Approval: \_\_\_\_\_

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

Submit to: Matt Grgurich

E-mail: mrggurich@ankenyiowa.gov    Phone Number: 515-965-6400

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment:**

No.	Date	Amount
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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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**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**

**PREVIOUS PAY APPS TOTAL = \$** \_\_\_\_\_ **.**



April 23, 2024

Mr. Matt Grgurich  
City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, Iowa 50023

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 4  
PROGRESS REPORT NO. 1  
S&A PROJECT NO. 119.0975.01D

Dear Mr. Grgurich:

This is the first progress report for the above referenced project and covers work through April 21, 2024. Our work through this period includes beginning Phase 4 - Final Design. We are working to submit a preliminary plan set by in early May 2024 that will have several discussion questions to consider. Following the submittal, we plan to conduct our first PMT meeting to go over the project and schedule in more detail.

Phase 2 and Phase 3 construction projects have started up. We anticipate having an invoice for construction services for those two projects for next month's invoice.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the May 6, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Mark A. Land'.

Mark A. Land, P.E., CFM  
Vice President

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.  
John Haldeman, P.E., Snyder & Associates, Inc.



INVOICE FOR PROFESSIONAL SERVICES

April 23, 2024

Matt Grgurich  
 City of Ankeny  
 1210 NW Prairie Ridge Dr  
 Ankeny, IA 50023-1751

Invoice No: 119.0975.01D - 1

Finance Budget Code  
 610.3610.4210/650.3650.4210/963.3963.4210

Finance Project Code 610.4210/650.4210/963.4210

Vendor 990

Email

Project 119.0975.01D NW Northlawn Area Utility Improvements Ph 4

Professional Services through April 21, 2024

Basic Services

Hourly Services

	Hours	Rate	Amount	
Engineer VIII	5.00	198.00	990.00	
Engineer II	28.00	128.00	3,584.00	
Engineer I	90.50	115.00	10,407.50	
Technician III	60.00	82.00	4,920.00	
<b>Total Services</b>	<b>183.50</b>		<b>19,901.50</b>	<b>19,901.50</b>
		<b>Phase Subtotal</b>		<b>\$19,901.50</b>

Billing Limits

	Current	Prior	To-Date
Total Billings	19,901.50	0.00	19,901.50
Limit			84,450.00
Remaining			64,548.50

Amount Due this Invoice \$19,901.50

Billings to Date	Total	Prior	Current
	19,901.50	0.00	19,901.50

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 #11 in the amount of \$512.00 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement 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

 [Payment #11](#)

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**



**Project Title:** SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement  
**Contractor:** Snyder & Associates  
**Address:** 2727 SW Snyder Blvd PO Box 1159 Ankeny Ia 50023  
**Finance Budget Code:** 965.3965.4210 **Finance Project #** 9654210  
**Vendor Project or Invoice #:** 123.0135.01 **PO #** N/A  
**Original Contract Date:** January 3, 2023 **Vendor #** 990

**Date of Council Meeting:** May 6, 2024 **PAYMENT REQUEST #** 11  
**PAYMENT PERIOD:** From: January 22, 2024 Through: April 21, 2024

**Contract Summary**

Original Contract Amount:	\$	41,700.00	
Net change by Change Orders:	\$	74,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	116,200.00	
Total completed and stored to date:	\$	116,180.48	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	116,180.48	
Less previous applications for payment:	\$	115,668.48	
<b>SUBTOTAL</b>	<b>\$</b>		<b>512.00</b>

OTHER CHARGES (Attach an itemized list) \$ -

**CURRENT PAYMENT DUE** \$ **512.00**

Balance to finish, including retainage: \$ 19.52

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:**

Firm Name Snyder & Associates Inc

Signature Mark A. Lind Date 4/23/2024

**City of Ankeny Staff Approval:**

Signature Leslie Hart Date 4/24/24

Submit to: Leslie Hart

E-mail: lbubke@ankenyiowa.gov Phone: 515-965-6400 Fax: \_\_\_\_\_

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment**

No.	Date	Amount
1	January 25, 2023	\$ 3,582.25
2	February 22, 2023	\$ 13,685.25
3	March 22, 2023	\$ 15,039.75
4	April 18, 2023	\$ 9,392.75
5	August 23, 2023	\$ 31,350.18
6	September 20, 2023	\$ 9,318.02
7	October 25, 2023	\$ 11,282.09
8	November 21, 2023	\$ 13,585.92
9	December 19, 2023	\$ 7,005.87
10	January 24, 2024	\$ 1,426.40
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**Previous Applications for Payment**

No.	Date	Amount
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**PREVIOUS PAY APP TOTAL = \$ 115,668.48**

**Record of Change Orders**

No.	Date	Amount
1	August 7, 2023	\$ 74,500.00
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**CHANGE ORDER TOTAL = \$ 74,500.00**

**Contract Time Remaining**

Contract Period:	<u>Working Days</u>
Construction Start Date:	<u>January 3, 2023</u>

**Substantial Completion**

Contract Working Days:	_____
Added by Change Order:	_____
Total Working Days:	<u>0.0</u>
Working Days Used to Date:	_____
Working Days Remaining:	<u>0.0</u>

**Full Completion**

Contract Working Days:	_____
Added by Change Order:	_____
Total Working Days:	<u>0.0</u>
Working Days Used to Date:	_____
Working Days Remaining:	<u>0.0</u>



April 23, 2024

Ms. Leslie Hart, P.E., PTOE  
City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023

RE: SE ORALABOR RD AND SE CREEKVIEW DR TRAFFIC SIGNAL REPLACEMENT  
PROGRESS REPORT NO. 11  
S&A PROJECT NO. 123.0135.01

Dear Ms. Hart:

Enclosed is the 11<sup>th</sup> invoice for the above referenced project, for work performed through April 21, 2024. Services performed since the last progress report included the following:

- Conducted construction progress meetings
- Performed construction observation services related to signal construction and remaining sidewalk/roadway work
- Coordinated with contractor and City regarding change orders for additional fiber conduit and for pavement marking removals
- Attended signal turn-on and walkthrough

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the May 6, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Mark A. Land'.

Mark A. Land, P.E., CFM  
Vice President

MAL/ajh

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 23, 2024

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0135.01 - 11

Finance Budget Code 965.3965.4210
Finance Project Code 965.4210 Vendor 990

Email

Project 123.0135.01 SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement

Professional Services through April 21, 2024

Basic Services

Phase Subtotal 0.00

Construction Services

Hourly Services

Table with columns: Hours, Rate, Amount. Rows: Engineer IV (3.00, 149.00, 447.00), Technician VIII (.50, 130.00, 65.00), Total Services (3.50, 512.00). Phase Subtotal \$512.00.

Billing Limits

Table with columns: Current, Prior, To-Date. Rows: Total Billings (512.00, 115,668.48, 116,180.48), Limit (116,200.00), Remaining (19.52).

Amount Due this Invoice \$512.00

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin

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

May 6, 2024  
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 #11 in the amount of \$8,292.66 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal 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

 [Payment #11](#)

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**



**Project Title:** SE Delaware Ave and SE 54th St Traffic Signal  
**Contractor:** Snyder & Associates Inc  
**Address:** 2727 SW Snyder Blvd PO Box 1159 Ankeny Ia 50023  
**Finance Budget Code:** 965.3965.4210      **Finance Project #** 9654210  
**Vendor Project or Invoice #:** 123.0251.01      **PO #** N/A  
**Original Contract Date:** February 6, 2023      **Vendor #** 990

**Date of Council Meeting:** May 6, 2024      **PAYMENT REQUEST #** 11  
**PAYMENT PERIOD:** From: 3/1/824 Through: April 21, 2024

**Contract Summary**

Original Contract Amount:	\$	<u>69,300.00</u>	
Net change by Change Orders:	\$	<u>53,900.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>123,200.00</u>	
Total completed and stored to date:	\$	<u>93,704.08</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>93,704.08</u>	
Less previous applications for payment:	\$	<u>85,411.42</u>	
<b>SUBTOTAL</b>	\$		<u>8,292.66</u>

OTHER CHARGES (Attach an itemized list) \$ -

**CURRENT PAYMENT DUE** \$ 8,292.66

Balance to finish, including retainage: \$ 29,495.92

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:**

Firm Name Snyder & Associates Inc

Signature *Mark R. ...* Date 4/23/2024

**City of Ankeny Staff Approval:**

Signature *Leslie Hart* Date 4/26/24

**Submit to:** Leslie Hart  
**E-mail:** lhart@ankenyiowa.gov      **Phone:** 515-965-6400      **Fax:** \_\_\_\_\_

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment**

No.	Date	Amount
1	February 22, 2023	\$ 6,529.48
2	March 22, 2023	\$ 6,938.00
3	April 18, 2023	\$ 14,524.20
4	May 24, 2023	\$ 22,335.65
5	September 20, 2023	\$ 9,365.96
6	October 25, 2023	\$ 6,292.28
7	November 21, 2023	\$ 3,304.81
8	December 19, 2023	\$ 4,471.78
9	January 24, 2024	\$ 4,450.75
10	March 20, 2024	\$ 7,197.71
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**Previous Applications for Payment**

No.	Date	Amount
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**PREVIOUS PAY APP TOTAL = \$ 85,411.42**

**Record of Change Orders**

No.	Date	Amount
1	December 4, 2023	\$ 53,900.00
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**CHANGE ORDER TOTAL = \$ 53,900.00**

**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



April 23, 2024

Ms. Leslie Hart, P.E., PTOE  
City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023

RE: SE DELAWARE AVENUE AND SE 54<sup>TH</sup> STREET TRAFFIC SIGNAL PROJECT  
PROGRESS REPORT NO. 11  
S&A PROJECT NO. 123.0251.01

Dear Ms. Hart:

Enclosed is the 11<sup>th</sup> invoice for the above referenced project, for work performed through April 21, 2024. Services performed since the last progress report included the following:

- Utility relocation coordination with franchise utilities including on site meetings with utilities to confirm relocation plans
- ROW acquisition including coordination of a change order for adding property owner to contractor's certificate of insurance
- Performed construction staking services
- Prepared revised sheets for change orders related to changing the mast arm pole location in the SE corner and changing the fiber optic handhole layout

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the May 6, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Mark A. Land'.

Mark A. Land, P.E., CFM  
Vice President

MAL/ajh

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 23, 2024

Leslie Hart  
 City of Ankeny  
 1210 NW Prairie Ridge Dr  
 Ankeny, IA 50023-1751

Invoice No: 123.0251.01 - 11

965.3965.4210  
 965.4210

Email

Project 123.0251.01 SE Delaware Ave and SE 54h St Traffic Signal Project

Professional Services through April 21, 2024

Basic Services

Hourly Services

	Hours	Rate	Amount	
Engineer IV	.50	141.00	70.50	
Total Services	.50		70.50	70.50

Fleet Mileage

3.28

Phase Subtotal \$73.78

Additional Services

Hourly Services

	Hours	Rate	Amount	
Right-of-Way Agent II	2.50	123.00	307.50	
Total Services	2.50		307.50	307.50

Phase Subtotal \$307.50

Construction Services

Hourly Services

	Hours	Rate	Amount	
Sr. Engineer	7.75	210.00	1,627.50	
Project Manager VII	2.00	182.00	364.00	
Engineer VI	.25	173.00	43.25	
Engineer IV	15.50	149.00	2,309.50	
Engineer I	2.00	109.00	218.00	
Lead Technician	1.00	146.00	146.00	
Technician VIII	8.50	130.00	1,105.00	
Technician VII	10.00	120.00	1,200.00	
Technician VI	3.00	108.00	324.00	
Technician IV	3.00	88.00	264.00	
Technician III	3.50	80.00	280.00	
Total Services	56.50		7,881.25	7,881.25

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

Project	123.0251.01	Ank-SEDelawareAveSE54thStTraffSignProjec	Invoice	11
---------	-------------	--	---------	----

Fleet Mileage

30.13

Phase Subtotal

\$7,911.38

**Billing Limits**

Total Billings

**Current**

**Prior**

**To-Date**

8,292.66

85,411.42

93,704.08

Limit

123,200.00

Remaining

29,495.92

Amount Due this Invoice

**\$8,292.66**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: [ar@snyder-associates.com](mailto:ar@snyder-associates.com)

Project Manager: Andrew Houchin



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 #36 in the amount of \$5,812.50 to Strand, for engineering services on the Ankeny ASR 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:

<b>Click to download</b>
 <a href="#">Payment #36</a>

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** Ankeny ASR  
**Contractor:** Strand Associates, Inc  
**Address:** 414 South 17th St, Ste 107, Ames, IA 50010  
**Finance Budget Code:** 632.3632.4210      **Finance Project #** 632.4210  
**Vendor Project or Invoice #:** 0210031      **PO #** \_\_\_\_\_  
**Original Contract Date:** February 15, 2021      **Vendor #** 11377

**Date of Council Meeting:** May 6, 2024      **PAYMENT REQUEST #** 36  
**PAYMENT PERIOD:** From: March 1, 2024 Through: March 31, 2024

**Contract Summary**

Original Contract Amount:	\$	<u>349,900.00</u>	
Net change by Change Orders:	\$	<u>471,800.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>821,700.00</u>	
Total completed and stored to date:	\$	<u>820,157.44</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>820,157.44</u>	
Less previous applications for payment:	\$	<u>814,344.94</u>	
<b>SUBTOTAL</b>	<b>\$</b>	<b><u>5,812.50</u></b>	

OTHER CHARGES (Attach an itemized list) \$ -

**CURRENT PAYMENT DUE** **\$ 5,812.50**

Balance to finish, including retainage: \$ 1,542.56

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:**

Strand Associates, Inc

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

Steven J. Troyer, P.E.

April 16, 2024

Signature \_\_\_\_\_

Date \_\_\_\_\_

**City of Ankeny Staff Approval:**

Donald Clark

Signature \_\_\_\_\_

4-16-24

Date \_\_\_\_\_

**Submit to:** Don Clark, Director of Municipal Utilities  
**E-mail:** dclark@ankenyiowa.gov      **Phone:** 515-963-3529      **Fax:** (515) 963-3535

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment**

No.	Date	Amount
1	3/30/21	\$ 12,000.00
2	5/30/20	\$ 39,140.00
3	6/30/21	\$ 14,380.00
4	7/31/21	\$ 29,721.05
5	8/30/21	\$ 47,830.00
6	9/30/21	\$ 28,000.00
7	10/30/21	\$ 45,745.90
8	11/30/21	\$ 90,901.20
9	12/31/21	\$ 52,850.19
10	1/31/22	\$ 20,190.20
11	2/28/22	\$ 27,490.50
12	3/31/22	\$ 25,838.20
13	4/30/22	\$ 18,385.15
14	5/30/22	\$ 38,250.50
15	6/30/22	\$ 41,877.85
16	7/31/22	\$ 35,640.96
17	8/31/22	\$ 37,939.97
18	9/30/22	\$ 34,660.59
19	10/31/22	\$ 26,208.18
20	11/30/22	\$ 14,947.87
21	12/31/22	\$ 19,540.34
22	01/31/23	\$ 25,763.36
23	02/28/23	\$ 23,303.05
24	03/31/23	\$ 19,437.33
25	04/30/23	\$ 8,492.15
26	05/31/23	\$ 13,381.15
27	06/30/23	\$ 7,324.25
28	07/31/23	\$ 2,898.00
29	08/31/23	\$ 1,485.00
30	09/30/23	\$ 2,574.00
31	10/30/23	\$ 2,766.00
32	11/30/23	\$ 1,441.00
33	12/31/23	\$ 1,089.00
34	01/31/24	\$ 1,166.00
35	02/29/24	\$ 1,686.00

**Previous Applications for Payment**

No.	Date	Amount
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**Record of Change Orders**

No.	Date	Amount
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**TOTAL**      \$ 814,344.94

**TOTAL**      \$ -  
 Please update Payment Application Sheet

**Contract Time Remaining**

Contract Period:	<u>Working Days</u>
Original Contract Date:	_____
Original Contract Time:	_____
Added by Change Order:	_____
Contract Time to Date:	_____ -
Time Used to Date:	_____
Contract Time Remaining:	_____ -



Strand Associates, Inc.  
 414 South 17th Street, Suite 107  
 Ames, IA 50010-8106  
 (515) 233-0000

<b>Invoice</b>
----------------

Don Clark  
 Director of Municipal Utilities  
 City of Ankeny  
 220 West 1st Street  
 Ankeny, IA 50023

April 11, 2024  
 Project No: 7020.001  
 Invoice No: 0210031

**Professional Services: March 1, 2024 through March 31, 2024**

Project	7020.001	Ankeny ASR - Final Design		
<b>Fee</b>				
Total Fee		172,600.00		
Percent Complete		100.00	Total Earned	172,600.00
			Previous Fee Billing	172,600.00
			Current Fee Billing	0.00
			<b>Total Fee</b>	<b>0.00</b>
			<b>Total this Project</b>	<b>0.00</b>

---

Project	7020.002	Ankeny ASR - IDNR Permit Fees		
			<b>Total this Project</b>	<b>0.00</b>

---

Project	7020.003	Ankeny ASR - Bidding		
<b>Fee</b>				
Total Fee		31,000.00		
Percent Complete		100.00	Total Earned	31,000.00
			Previous Fee Billing	31,000.00
			Current Fee Billing	0.00
			<b>Total Fee</b>	<b>0.00</b>
			<b>Total this Project</b>	<b>0.00</b>

---

Project	7020.004	Ankeny ASR - Construction Administration; Demolition		
			<b>Total this Project</b>	<b>0.00</b>

Project	7020.001	Ankeny ASR - Final Design	Invoice	0210031
Project	7020.005	Ankeny ASR - RPR Demolition		
			<b>Total this Project</b>	<b>0.00</b>
-----				
Project	7020.006	Ankeny ASR - Geotechnical Report		
			<b>Total this Project</b>	<b>0.00</b>
-----				
Project	7020.007	Ankeny ASR - Testing Services; WWTP Demolition		
			<b>Total this Project</b>	<b>0.00</b>
-----				
Project	7020.008	Ankeny ASR - Construction Administration		
<b>Fee</b>				
Total Fee		277,500.00		
Percent Complete	99.50	Total Earned	276,112.50	
		Previous Fee Billing	270,300.00	
		Current Fee Billing	5,812.50	
		<b>Total Fee</b>		<b>5,812.50</b>
			<b>Total this Project</b>	<b>\$5,812.50</b>
-----				
Project	7020.009	Ankeny ASR - Bidding Documents		
			<b>Total this Project</b>	<b>0.00</b>
-----				
Project	7020.010	Construction Resident Project Representative		
			<b>Total this Project</b>	<b>0.00</b>
-----				
Project	7020.011	Construction Staking Services		
			<b>Total this Project</b>	<b>0.00</b>
-----				
Project	7020.012	Construction Field and Laboratory Testing Services		
			<b>Total this Project</b>	<b>0.00</b>

**TERMS:** Payment is due within 30 days of the date on this invoice.

Page 2 of 3

Please Remit Payment To: Strand Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

---

Project	7020.001	Ankeny ASR - Final Design	Invoice	0210031
---------	----------	---------------------------	---------	---------

---

**Total this Invoice**                      **\$5,812.50**

---

**TERMS: Payment is due within 30 days of the date on this invoice.**

Page 3 of 3

**Please Remit Payment To:** Strand Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000



April 4, 2024

Mr. Don Clark, P.E., Municipal Utilities Director  
City of Ankeny  
220 West 1st Street  
Ankeny, IA 50023

Re: ASR Well #1 Replacement (Well No. 7/ASR No. 3) Project  
Status Report and Monthly Invoice (enclosed)  
PN 7020.001  
City of Ankeny, Iowa

Dear Mr. Clark:

This billing is for professional engineering services for the March 2024 billing period. Time was spent this period on construction administration correspondence with the Contractor (WRH, Inc.), reviewing O&M manual submittals, and conducting a site walk through to prepare a punch list.

Please call 515-233-0000 if you have any questions or concerns.

Sincerely,

STRAND ASSOCIATES, INC.®

A handwritten signature in blue ink that reads 'Steve J. Troyer'.

Steve J. Troyer, P.E.

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 #12 in the amount of \$2,015.50 to Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.

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>
 <a href="#">Payment #12</a>

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** NE 36th Street & NE 38th Street Water Main Loop  
**Contractor:** Strand Associates, Inc  
**Address:** 414 South 17th St, Ste 107, Ames, IA 50010  
**Finance Budget Code:** 618.3618.4210      **Finance Project #** 618.4210  
**Vendor Project or Invoice #:** 7020.013      **PO #** \_\_\_\_\_  
**Original Contract Date:** March 20, 2023      **Vendor #** 11377

**Date of Council Meeting:** May 6, 2024      **PAYMENT REQUEST #** 12  
**PAYMENT PERIOD:** From: March 1, 2024 Through: March 31, 2024

**Contract Summary**

Original Contract Amount:	\$	<u>204,000.00</u>	
Net change by Change Orders:	\$	<u>-</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>204,000.00</u>	
Total completed and stored to date:	\$	<u>203,751.50</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>203,751.50</u>	
Less previous applications for payment:	\$	<u>201,736.00</u>	
<b>SUBTOTAL</b>			<b>\$ <u>2,015.50</u></b>
OTHER CHARGES (Attach an itemized list)	\$	<u>-</u>	
<b>CURRENT PAYMENT DUE</b>			<b>\$ <u>2,015.50</u></b>
Balance to finish, including retainage:	\$	<u>248.50</u>	
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:** Strand Associates, Inc  
Firm Name

Mitchell Holtz, P.E. April 16, 2024  
Signature Date

**City of Ankeny Staff Approval:**

Donald Clark 4-16-24  
Signature Date

**Submit to:** Don Clark, Director of Municipal Utilities  
**E-mail:** dclark@ankenyiowa.gov      **Phone:** 515-963-3529      **Fax:** (515) 963-3535

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment**

No.	Date	Amount
1	May 11, 2023	\$ 12,436.75
2	June 12, 2023	\$ 15,355.75
3	July 13, 2023	\$ 12,363.50
4	August 10, 2023	\$ 43,410.00
5	September 13, 2023	\$ 27,331.25
6	October 11, 2023	\$ 36,237.50
7	November 13, 2023	\$ 17,500.00
8	December 13, 2023	\$ 22,750.00
9	January 11, 2024	\$ 3,500.00
10	February 12, 2024	\$ 6,234.25
11	March 12, 2024	\$ 4,617.00
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**Previous Applications for Payment**

No.	Date	Amount
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TOTAL      \$      201,736.00

**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:                                          -



Strand Associates, Inc.  
414 South 17th Street, Suite 107  
Ames, IA 50010-8106  
(515) 233-0000

**Invoice**

Don Clark  
Director of Municipal Utilities  
City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023

April 11, 2024  
Project No: 7020.013  
Invoice No: 0210032

**Professional Services: March 1, 2024 through March 31, 2024**

Project	7020.013	NE 36th Street and NE 38th Street Water Main Loop - Design & Bidding	
<b>Fee</b>			
Total Fee	175,000.00		
Percent Complete	100.00	Total Earned	175,000.00
		Previous Fee Billing	173,250.00
		Current Fee Billing	1,750.00
		<b>Total Fee</b>	<b>1,750.00</b>
		<b>Total this Project</b>	<b>\$1,750.00</b>

---

Project	7020.014	Easement Acquisition & Geotechnical Engineering Subcontracting Services	
	<b>Total Labor</b>		<b>265.50</b>
		<b>Total this Project</b>	<b>\$265.50</b>
		<b>Total this Invoice</b>	<b>\$2,015.50</b>



## STATUS REPORT

DATE: April 8, 2024

TO: Don Clark  
Municipal Utilities  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023

RE: NE 36th Street and NE 38th Street Water Main Loop  
Status Report and Monthly Invoice (enclosed)  
PN 7020.013

In the month of March, Strand Associates provided Engineering Services and correspondence for the NE 36th Street and NE 38th Street Water Main Loop as follows:

**Design & Bidding** - Strand updated drawing sheets and front-end documents per City request. Strand finalized Contract Documents for release to contractors and posted on QuestCDN for Bidding. Strand answered contractor questions as necessary for bidding.

**Easement Acquisition & Geotechnical Engineering Subcontracting Services** - Strand updated easement documents per Staff and delivered to Staff for their use.

If you have any questions or concerns, please call 515-233-0000.

A handwritten signature in blue ink, appearing to read 'Mitch Holtz', is written over a horizontal line.

Mitch Holtz, P.E



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the May 6, 2024 Accounts Payable.

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

 [AP Recap](#)

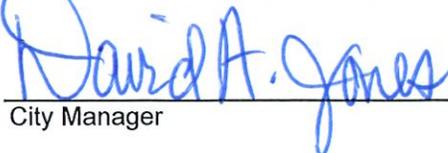
 [AP Check Report](#)

**CITY OF ANKENY  
ACCOUNTS PAYABLE RECAP  
MAY 6, 2024**

Fund	PAYMENTS
100	\$ 654,381.18
220	2,584.00
233	-
240	1,075.50
250	-
260	128,740.20
270	489.50
280	-
284	-
290	5,262.45
300	-
430	1,060.09
440	-
445	-
446	-
448	5,998.00
449	-
484	-
491	-
500	107,252.96
510	309,535.76
520	-
530	-
550	16,601.24
560	-
570	-
580	19,832.74
590	49,277.07
600-699	786,302.93
710	121,092.60
720	78,122.86
730	36.00
770	-
780	-
790	-
800-880,890	-
900	-
882-998	1,063,182.75
<hr/>	
Sub Total	\$ 3,350,827.83
Payroll Totals	1,926,062.90
Service Transfers/ACH Drafts	(205,718.85)
Agenda Payments Approved Separately	(1,605,768.18)
Grand Total	<u>\$ 3,465,403.70</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: \* ALL BANKS

DATE RANGE: 4/18/2024 THRU 5/08/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
007568	CENTRAL IOWA TELEVISIONS							
M-CHECK	CENTRAL IOWA TELEVISIONS	UNPOST V	4/24/2024			009091		1,581.12CR
003283	ELWELL INC							
M-CHECK	ELWELL INC	UNPOST V	4/24/2024			232323		15,545.00CR
C-CHECK	VOID CHECK	V	5/06/2024			247423		
C-CHECK	VOID CHECK	V	5/06/2024			247436		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	4 VOID DEBITS	0.00		
	VOID CREDITS	17,126.12CR	17,126.12CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		4	17,126.12CR	0.00	0.00
BANK:	TOTALS:	4	17,126.12CR	0.00	0.00

VENDOR SET: 01 City of Ankeny  
 BANK: APFNB FIRST NATIONAL BANK AMES  
 DATE RANGE: 4/18/2024 THRU 5/08/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711	A CUT ABOVE LAWN CARE & LANDSC							
I-1002	04/13/24-04/19/24 NORTH ZONE	R	5/06/2024	5,494.00		247322		
I-1004	4/20-4/26/24 NORTH ZONE	R	5/06/2024	8,069.20		247322		13,563.20
			*** VENDOR TOTALS ***			1 CHECKS		13,563.20
001844	A TECH INC-TCI							
I-617348	SECURITY UPDATES- PRSC	E	5/08/2024	600.00		009407		
I-617730	TEST/TAG/INSPECTION-FS#1	E	5/08/2024	292.00		009407		
I-617731	TEST/TAG/INSPECTION-FS#3	E	5/08/2024	162.00		009407		
I-617782	SERVICE CALL - MU	E	5/08/2024	158.00		009407		
I-617863	SERVICE CALL - FS#2	E	5/08/2024	172.50		009407		1,384.50
			*** VENDOR TOTALS ***			1 CHECKS		1,384.50
009546	A-ONE GEOTHERMAL INC							
I-11452	HEAT PUMP VALVE - FD	R	5/06/2024	6,650.00		247323		6,650.00
			*** VENDOR TOTALS ***			1 CHECKS		6,650.00
008725	A-PLUS LAWN & LANDSCAPE-ANKENY							
I-1570551	BASIN ALGAE CONTRACT	R	5/06/2024	3,687.61		247324		3,687.61
			*** VENDOR TOTALS ***			1 CHECKS		3,687.61
004997	ABSOLUTE CONCRETE CONSTRUCTION							
I-9923	BLUEGRASS SEEDING - SW	R	5/06/2024	750.00		247325		750.00
			*** VENDOR TOTALS ***			1 CHECKS		750.00
008578	ACCESS TECHNOLOGIES INC							
I-INV1561114	COPIER REPLACEMENTS	R	5/06/2024	13,541.36		247326		13,541.36
			*** VENDOR TOTALS ***			1 CHECKS		13,541.36
000164	G & S HARDWARE INC							
I-209871/2	HOSES -MIDWAY PARK	R	5/06/2024	68.98		247327		
I-209873/2	STREET SUPPLIES - PW	R	5/06/2024	16.99		247327		
I-209904/2	PAINT/SHOP SUPPLIES - PKS	R	5/06/2024	10.99		247327		96.96
			*** VENDOR TOTALS ***			1 CHECKS		96.96
005541	ACUSHNET COMPANY							
I-917657239A	MERCHANDISE FOR RESALE-OC	R	5/06/2024	1,485.43		247328		
I-917657239B	STOCK MERCH FOR RESALE-OC	R	5/06/2024	2,859.33		247328		
I-917710393	STOCK MERCH FOR RESALE-OC	R	5/06/2024	82.50		247328		
I-917789442	STOCK MERCH FOR RESALE-OC	R	5/06/2024	160.13		247328		
I-917801524	STOCK MERCH FOR RESALE-OC	R	5/06/2024	455.44		247328		5,042.83
			*** VENDOR TOTALS ***			1 CHECKS		5,042.83

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003624	JOEL HUGGINS							
I-1-4/21/24-4/26/24	4/21-4/26/24 SOUTH ZONE MOW	E	5/08/2024	10,034.76		009423		
I-2-4/21/24-4/26/24	4/21/24-4/26/24 SOUTH ZONE	E	5/08/2024	10,034.76		009423		20,069.52
			*** VENDOR TOTALS ***			1 CHECKS		20,069.52
008252	D H PACE COMPANY INC							
I-ACR/271-5333	DORR PARTS - PKS	E	5/08/2024	173.00		009449		173.00
			*** VENDOR TOTALS ***			1 CHECKS		173.00
000026	AHLERS & COONEY PC							
I-865783	SVCS 4/15/24 LOSST LEGAL SVCS	E	5/08/2024	980.00		009382		980.00
			*** VENDOR TOTALS ***			1 CHECKS		980.00
000226	AIRGAS NORTH CENTRAL INC							
I-5506568752	CYLINDER RENTALS - CG	R	5/06/2024	69.44		247329		
I-5506568754	CYLINDER RENTALS - CG	R	5/06/2024	4.96		247329		
I-9148576308	OXYGEN - FD	R	5/06/2024	33.43		247329		107.83
			*** VENDOR TOTALS ***			1 CHECKS		107.83
009981	ALL CITY MANAGEMENT SERVICES,							
I-92682	3/24-4/06/24 CROSSING GUARDS	E	5/08/2024	6,407.10		009461		
I-92984	4/07-4/20/24 CROSSING GUARDS	E	5/08/2024	5,766.39		009461		12,173.49
			*** VENDOR TOTALS ***			1 CHECKS		12,173.49
009679	ALL STAR CONCRETE LLC							
I-PAY4FINAL	PAY4 FINAL-ANK BVD/18TH ST IMP	R	5/06/2024	111,623.89		247330		111,623.89
009679	ALL STAR CONCRETE LLC							
I-RTNG-ANK BVD/18TH	RTNG-ANK BVD/18TH ST INT IMP	R	5/06/2024	24,880.34		247331		24,880.34
			*** VENDOR TOTALS ***			2 CHECKS		136,504.23
002678	ALL TRAFFIC SOLUTIONS, INC							
I-SIN040287	LFP BATTERY	R	5/06/2024	1,310.69		247332		1,310.69
			*** VENDOR TOTALS ***			1 CHECKS		1,310.69
009262	AMAZON CAPITAL SERVICES INC							
I-1193-H3GD-LN3T	MULTIMEDIA -KL	E	5/08/2024	6.12		009456		
I-14T1-3M4Q-WC3N	MISC BOOKS - KL	E	5/08/2024	551.54		009456		
I-16Q3-R6H4-LJDN	MISC BOOKS - KL	E	5/08/2024	409.88		009456		
I-16QQ-TT7R-3F3Q	REC SUPPLIES -P&R	E	5/08/2024	422.26		009456		
I-16RC-7VR4-QLKC	MISC MULTIMEDIA - KL	E	5/08/2024	40.92		009456		
I-16RC-7VR4-VWD6	TRAMPOLINE STAKES-PRSC	E	5/08/2024	84.60		009456		
I-16YM-HQNL-3Q9R	ELECTRIC STAPLER - FINANCE	E	5/08/2024	52.99		009456		
I-19D9-X7KT-R676	MISC BOOKS - KL	E	5/08/2024	11.60		009456		
I-19H6-RF9T-DQ76	MULTIMEDIA - KL	E	5/08/2024	127.83		009456		
I-1DF7-3WG6-D193	MULTIMEDIA -KL	E	5/08/2024	212.21		009456		
I-1DKV-L666-36NQ	MULTIMEDIA - KL	E	5/08/2024	40.90		009456		
I-1F7Q-H4QQ-LL9J	PAPER -KL	E	5/08/2024	14.95		009456		

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-1F7Q-H4QQ-YN9L	SANDING PAD-PKS	E	5/08/2024	11.99		009456		
I-1G44-CPGF-4WQN	BATTERY - PD	E	5/08/2024	20.67		009456		
I-1HDW-NGWJ-7P7W	SIGN HOLDER - KL	E	5/08/2024	364.80		009456		
I-1HLQ-KPPT-33F4	PAMPHLET HOLDER - KL	E	5/08/2024	151.88		009456		
I-1JV6-WX73-3N9K	PARKING VIOLATION STCKRS-PRSC	E	5/08/2024	31.58		009456		
I-1K13-KGMJ-64WC	STORAGE ORGANIZER-OC	E	5/08/2024	59.39		009456		
I-1K13-KGMJ-HNYI	PROJECTOR SCREEN - KL	E	5/08/2024	69.99		009456		
I-1KPH-HQ9N-L61W	FLASH DRIVE/NOTEPAD - PSB	E	5/08/2024	23.08		009456		
I-1KYH-MQKK-3YJQ	MULTIMEDIA -KL	E	5/08/2024	28.67		009456		
I-1LDG-WDF7-3GXC	MULTIMEDIA -KL	E	5/08/2024	43.36		009456		
I-1LPL-D13W-HCGQ	HAND SOAP DISPENSER - PSB	E	5/08/2024	55.58		009456		
I-1LVN-VFRX-C1DL	MISC BOOKS - KL	E	5/08/2024	15.62		009456		
I-1MRV-RPX7-TTM7	MISC MULTIMEDIA-KL	E	5/08/2024	21.98		009456		
I-1NGH-WNCN-33KK	USB CUBE - HAWKEYE	E	5/08/2024	7.99		009456		
I-1NMN-RYNG-CJDV	BEACH BALLS - ACC	E	5/08/2024	27.98		009456		
I-1QTP-JGGQ-FXC7	BUBBLE SOLUTION - KL	E	5/08/2024	34.53		009456		
I-1QXM-W77H-DK7Q	MULTIMEDIA - KL	E	5/08/2024	278.30		009456		
I-1RCK-D96F-34JT	CARBURETOR - OCM	E	5/08/2024	18.26		009456		
I-1RHP-W7L1-LHRM	INK PAD - KL	E	5/08/2024	79.00		009456		
I-1RM4-FP49-XQMJ	BELT FOR HOOVER-KL	E	5/08/2024	9.99		009456		
I-1RT7-JP16-HD4J	MULTIMEDIA -KL	E	5/08/2024	66.74		009456		
I-1RT7-JP16-NCJD	MULTIMEDIA - KL	E	5/08/2024	62.88		009456		
I-1RV9-W7Q6-KTPM	IRRIGATION SUPPLIES - PRSC	E	5/08/2024	944.25		009456		
I-1TRP-V36T-LHLL	MISC BOOKS - KL	E	5/08/2024	152.41		009456		
I-1V4N-WKX6-RG41	IRRIGATION SUPPLIES-PRSC	E	5/08/2024	397.94		009456		
I-1V6P-TGHX-KWJP	TRFC CONES/TRANSPORT BLNKTS-PD	E	5/08/2024	523.40		009456		
I-1VF9-CTMR-7NK3	ENVELOPES/DOC COVERS - PD	E	5/08/2024	103.77		009456		
I-1VND-NQJX-VQVN	MISC BOOKS -KL	E	5/08/2024	19.21		009456		
I-1W6D-HWHD-FTN1	MULTIMEDIA - KL	E	5/08/2024	198.12		009456		
I-1WHT-66KY-1GPG	CENSUS EQUIPMENT	E	5/08/2024	350.28		009456		
I-1WT1-9F1M-FKTG	TEMP READER - PD	E	5/08/2024	19.99		009456		
I-1WTJ-WGMM-9G39	MISC BOOKS -KL	E	5/08/2024	43.44		009456		
I-1WTJ-WGMM-WVMC	MISC BOOKS - KL	E	5/08/2024	41.50		009456		
I-1WWL-CFLW-3GXN	BATTERIES - KL	E	5/08/2024	295.69		009456		
I-1XTH-MGFP-MWQM	USB HUB - IT	E	5/08/2024	39.92		009456		
I-1Y4N-XPL6-3MCD	FRIDGE FILTERS - FS#1	E	5/08/2024	21.59		009456		
I-1Y4N-XPL6-TDLH	FLASH DRIVES - PD	E	5/08/2024	155.40		009456		
I-1YRT-M1GF-CQGJ	MISC BOOKS - KL	E	5/08/2024	134.41		009456		6,901.38
*** VENDOR TOTALS ***						1 CHECKS		6,901.38

004293	AMERICAN FENCE CO OF IOWA INC							
I-INIA00003392	GATE REPAIR -DOG PARK	R	5/06/2024	980.00		247333		980.00
*** VENDOR TOTALS ***						1 CHECKS		980.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002676	ANIMAL RESCUE LEAGUE							
I-INV0149	MARCH 2024 SERVICES	E	5/08/2024	2,125.00		009418		2,125.00
				*** VENDOR TOTALS ***		1 CHECKS		2,125.00
008687	ANKENY AMERICAN LEGION POST 42							
I-417-WMR-24	FLAGS - MU	R	5/06/2024	269.50		247334		269.50
				*** VENDOR TOTALS ***		1 CHECKS		269.50
000043	ANKENY COMMUNITY SCHOOLS							
I-FY24 #11 MAY GYM	MAY 2024 GYM USE PAYMENT	R	5/06/2024	5,700.00		247335		5,700.00
				*** VENDOR TOTALS ***		1 CHECKS		5,700.00
011996	ANKENY HARDWARE STORE LLC							
I-1117313	4WAY FAUCET KEY - PW	E	5/08/2024	47.96		009476		
I-1118656	HILLMAN - PRSC	E	5/08/2024	3.18		009476		
I-1118874	GUTTER PARTS -OEC	E	5/08/2024	6.99		009476		
I-1118899	TAPE - PRSC	E	5/08/2024	19.48		009476		
I-1119911	HARDWARE - OCM	E	5/08/2024	27.96		009476		
I-1120058	COMM GARDEN IRRIGATION-PKS	E	5/08/2024	19.99		009476		125.56
				*** VENDOR TOTALS ***		1 CHECKS		125.56
004201	TSJM TOWING SERVICE LLC							
I-24-59954	UNIT #70 TOW/HOOK FEE	R	5/06/2024	78.00		247336		
I-24-60254	TOW/HOOK FEE	R	5/06/2024	65.00		247336		
I-24-60263	TOW/HOOK FEE	R	5/06/2024	425.00		247336		568.00
				*** VENDOR TOTALS ***		1 CHECKS		568.00
000057	ARNOLD MOTOR SUPPLY							
C-15CR014585	CR: SHOP SUPPLIES - CG	R	5/06/2024	252.00CR		247337		
C-15CR014844	CR: UNIT #84 CORE	R	5/06/2024	24.00CR		247337		
I-15NV176954	MINI LAMP - OCM	R	5/06/2024	11.45		247337		
I-15NV177058	UNIT #252 PARTS	R	5/06/2024	53.51		247337		
I-15NV177297	UNIT #654 VBELT PKS	R	5/06/2024	89.58		247337		
I-15NV177503	VEHICLE WASH SUPPLIES - FD	R	5/06/2024	122.99		247337		
I-15NV177625	UNIT #84 PARTS	R	5/06/2024	267.34		247337		
I-15NV177688	TEST CLIP - PRSC	R	5/06/2024	3.99		247337		
I-15NV177780	UNIT #114 PARTS	R	5/06/2024	3.70		247337		
I-15NV177835	SHOP SUPPLIES - CG	R	5/06/2024	12.59		247337		
I-15NV178567	SHOP SUPPLIES - CG	R	5/06/2024	620.86		247337		
I-15NV178578	SHOP SUPPLIES - CG	R	5/06/2024	113.83		247337		
I-15NV178634	SHOP SUPPLIES - CG	R	5/06/2024	113.83		247337		
I-15NV178636	WASHER FLUID - CG	R	5/06/2024	25.50		247337		
I-15NV178684	UNIT #222 PARTS	R	5/06/2024	17.24		247337		1,180.41
				*** VENDOR TOTALS ***		1 CHECKS		1,180.41

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002549	ATLANTIC BOTTLING COMPANY							
I-4492549	BEVERAGES FOR RESALE - OC	R	5/06/2024	380.30		247338		
I-4494239	BEVERAGES FOR RESALE-HAWKEYE	R	5/06/2024	337.50		247338		
I-4505560	BEVERAGES FOR RESALE-OC	R	5/06/2024	617.80		247338		1,335.60
			*** VENDOR TOTALS ***			1 CHECKS		1,335.60
006249	AUTO ZONE PARTS INC							
I-3945847431	VEHICLE SUPPLIES - FD	R	5/06/2024	7.18		247339		7.18
			*** VENDOR TOTALS ***			1 CHECKS		7.18
000067	BAKER & TAYLOR INC							
I-2038213667	MISC BOOKS -KL	E	5/08/2024	2,382.06		009383		
I-2038224943	MISC BOOKS -KL	E	5/08/2024	323.04		009383		
I-2038227125	MISC BOOKS -KL	E	5/08/2024	770.22		009383		
I-2038231607	MISC BOOKS -KL	E	5/08/2024	350.56		009383		
I-2038234674	MISC BOOKS - KL	E	5/08/2024	469.08		009383		
I-2038243698	MISC BOOKS - KL	E	5/08/2024	1,403.10		009383		
I-2038251689	MISC BOOKS -KL	E	5/08/2024	581.41		009383		
I-2038257309	MISC BOOKS - KL	E	5/08/2024	462.45		009383		6,741.92
			*** VENDOR TOTALS ***			1 CHECKS		6,741.92
006127	BATTERIES PLUS BULBS #203							
I-P71502311	BATTERIES - FD	R	5/06/2024	87.48		247340		87.48
			*** VENDOR TOTALS ***			1 CHECKS		87.48
010368	AMANDA BELLIS							
I-04/08/24-04/09/24	4/8-4/9/24 MILEAGE	E	5/08/2024	35.24		009492		35.24
			*** VENDOR TOTALS ***			1 CHECKS		35.24
012069	TRAVIS BERGAN							
I-4/15/24	MAILBOX REPLACEMENT EXPENSES	R	5/06/2024	150.00		247341		150.00
			*** VENDOR TOTALS ***			1 CHECKS		150.00
006349	HY-VEE INC-BDI							
I-72541	ALCOHOL FOR RESALE-OC	R	5/06/2024	1,381.49		247342		1,381.49
			*** VENDOR TOTALS ***			1 CHECKS		1,381.49
008331	BLACK CLOVER ENTERPRISES LLC							
I-BCE187823	MERCHANDISE FOR RESALE-OC	R	5/06/2024	2,582.50		247343		2,582.50
			*** VENDOR TOTALS ***			1 CHECKS		2,582.50
005950	BLACKSTONE AUDIO INC							
I-2149655	MULTIMEDIA/SHELF SVCS-KL	R	5/06/2024	590.90		247344		
I-2150332	MULTIMEDIA/SHELF SVCS-KL	R	5/06/2024	45.94		247344		636.84
			*** VENDOR TOTALS ***			1 CHECKS		636.84

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007515	EFFLUENT INC							
I-19623	03/19/24-04/18/24 RENTAL-PRSC	R	5/06/2024	448.00		247345		448.00
			*** VENDOR TOTALS ***			1 CHECKS		448.00
000282	BOLAND RECREATION							
I-24063	BASKETBALL HOOP CRANKS-PKS	R	5/06/2024	920.00		247346		920.00
			*** VENDOR TOTALS ***			1 CHECKS		920.00
005174	BOUND TREE MEDICAL LLC							
I-85305576	EMS SUPPLIES - FD	R	5/06/2024	260.00		247347		
I-85307223	EMS SUPPLIES - FD	R	5/06/2024	55.96		247347		
I-85311644	EMS SUPPLIES - FD	R	5/06/2024	144.14		247347		
I-85313021	EMS SUPPLIES - FD	R	5/06/2024	1,858.31		247347		
I-85313022	EMS SUPPLIES - FD	R	5/06/2024	1,988.80		247347		4,307.21
			*** VENDOR TOTALS ***			1 CHECKS		4,307.21
010270	EMILY BREITBARTH							
I-02/24-03/24FITNESS	02/24-003/24 FITNESS	E	5/08/2024	36.00		009491		36.00
			*** VENDOR TOTALS ***			1 CHECKS		36.00
000127	BRICK GENTRY PC							
I-417086	2/25/24 STATEMENT 224.011	R	5/06/2024	1,485.00		247348		
I-418771	3/25/24 STATEMENT 224.001	R	5/06/2024	2,340.00		247348		3,825.00
			*** VENDOR TOTALS ***			1 CHECKS		3,825.00
010390	CORY BROOKS							
I-04/12/2024 BOOTS	04/12/2024 BOOTS/SHOES	E	5/08/2024	140.00		009493		140.00
			*** VENDOR TOTALS ***			1 CHECKS		140.00
011611	BROTHERS CLEANING CORPORATION							
I-PAY1-RALLY COMPLEX	PAY1-2023 RALLY COMPLEX PARK	R	5/06/2024	521,704.37		247349		521,704.37
			*** VENDOR TOTALS ***			1 CHECKS		521,704.37
001757	BROWNELLS INC							
I-2024411166156	RANGE SUPPLIES - PD	R	5/06/2024	702.00		247350		702.00
			*** VENDOR TOTALS ***			1 CHECKS		702.00
008738	BULB GUY LIGHTING							
I-21389	SIGN LIGHT- PD	E	5/08/2024	320.00		009451		320.00
			*** VENDOR TOTALS ***			1 CHECKS		320.00
011646	BRITTANY BURK							
I-04/08/24-04/09/24	4/8-4/9/24 MILEAGE	E	5/08/2024	34.84		009495		34.84
			*** VENDOR TOTALS ***			1 CHECKS		34.84

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010157	CALIBER CONCRETE LLC							
I-PAY2FINAL-ASPEN	PAY2FINAL-ASPEN RIDGE TRAIL	R	5/06/2024	23,156.25		247351		23,156.25
010157	CALIBER CONCRETE LLC							
I-RTNG-ASPEN RDG TRL	PAY 2-ASPEN RIDGE TRAIL	R	5/06/2024	4,569.10		247352		4,569.10
				*** VENDOR TOTALS ***		2 CHECKS		27,725.35
000385	CAPITAL CITY EQUIPMENT CO							
I-45313D	UNIT #214 PARTS	E	5/08/2024	37.12		009391		
I-45530D	VEHICLE PARTS - STREETS	E	5/08/2024	159.99		009391		
I-45563D	UNIT #640 PARTS	E	5/08/2024	476.11		009391		
I-45578D	UNIT #640 PARTS	E	5/08/2024	470.66		009391		1,143.88
				*** VENDOR TOTALS ***		1 CHECKS		1,143.88
005401	CAPITAL SANITARY SUPPLY CO INC							
I-C385420	STATION SUPPLIES - FD	E	5/08/2024	39.46		009435		39.46
				*** VENDOR TOTALS ***		1 CHECKS		39.46
000453	CARQUEST AUTO PARTS							
I-2330-828613	UNIT #274 PARTS	R	5/06/2024	40.29		247353		
I-2330-828914	SHOP SUPPLIES - CG	R	5/06/2024	6.43		247353		
I-2330-828997	STUMP GRINDER BELT- UNIT #4045	R	5/06/2024	37.61		247353		84.33
				*** VENDOR TOTALS ***		1 CHECKS		84.33
005438	ERIC CARSTENS							
I-4/13-4/16/24	TRAINING EXP REIMBURSEMENTS	R	5/06/2024	1,769.68		247354		1,769.68
				*** VENDOR TOTALS ***		1 CHECKS		1,769.68
012046	CB&I STORAGE TANK SOLUTIONS LL							
I-252422-2 #2	PAY 2-NW IRVNDLE DR-STRG TNK	E	5/08/2024	544,660.03		009479		544,660.03
				*** VENDOR TOTALS ***		1 CHECKS		544,660.03
004613	CENTRAL IOWA DISTRIBUTING							
I-01007586	RESTROOM SUPPLIES-PRSC	E	5/08/2024	4,969.00		009430		
I-01008402	HANDSOAP - PRSC	E	5/08/2024	348.00		009430		
I-01008623	JANITORIAL SUPPLIES-HAWKEYE	E	5/08/2024	967.00		009430		6,284.00
				*** VENDOR TOTALS ***		1 CHECKS		6,284.00
007568	CENTRAL IOWA TELEVISIONING							
I-6061 REISSUE	REISSUE: STORM SWR TELEVISIONING	E	5/08/2024	1,581.12		009443		1,581.12
				*** VENDOR TOTALS ***		1 CHECKS		1,581.12
012080	CENTRAL IOWA WATER WORKS							
I-ANKENY-1	CAPITAL CONTRIBUTION	R	5/06/2024	220,900.00		247355		220,900.00
				*** VENDOR TOTALS ***		1 CHECKS		220,900.00

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011409	CENTRAL MCGOWAN INC							
I-0000299441	BEVERAGES FOR RESALE - OC	E	5/08/2024	30.00		009466		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
003072	QWEST CORPORATION							
I-04/04/2024	04/2024 STATEMENT - TRFC	R	5/06/2024	100.89		247356		100.89
	*** VENDOR TOTALS ***					1 CHECKS		100.89
008614	TONY CHRISTOPH							
I-04/10/2024 SERT	04/2024 SERT TRAINING	E	5/08/2024	31.89		009450		31.89
	*** VENDOR TOTALS ***					1 CHECKS		31.89
011576	CINTAS CORPORATION							
I-4189010356	MAT/UNIFORM RENTAL - OCM	R	5/06/2024	110.31		247357		
I-4189016847	MAT RENTALS-ACC	R	5/06/2024	65.75		247357		
I-4189330258	BANQUET SUPPLY RENTALS-OC	R	5/06/2024	80.79		247357		
I-4189743927	UNIFORM RENTALS-OC	R	5/06/2024	82.95		247357		
I-4189748481	MAT RENTAL - ACC	R	5/06/2024	65.75		247357		
I-4189748565	MAT/UNIFORM RENTALS-PKS	R	5/06/2024	112.90		247357		
I-4190041480	BANQUET SUPPLY RENTALS-OC	R	5/06/2024	97.11		247357		
I-4190456671	MAT/UNIFORM RENTAL-OCM	R	5/06/2024	92.06		247357		
I-4190462995	MAT RENTAL - ACC	R	5/06/2024	65.75		247357		
I-4190463061	MAT/UNIFORM RENTAL - PKS	R	5/06/2024	112.90		247357		
I-4190463066	MAT RENTAL - KL	R	5/06/2024	149.84		247357		
I-4190756003	BANQUET SUPPLY RENTALS-OC	R	5/06/2024	107.99		247357		1,144.10
	*** VENDOR TOTALS ***					1 CHECKS		1,144.10
011531	CIVICPLUS, LLC							
I-299782	CIVICCLERK AGENDA SOFTWARE	E	5/08/2024	14,465.00		009468		14,465.00
	*** VENDOR TOTALS ***					1 CHECKS		14,465.00
011368	COLTON BOLEY							
I-INV-003332	WINDOW CLEANING -KL	E	5/08/2024	3,600.00		009465		3,600.00
	*** VENDOR TOTALS ***					1 CHECKS		3,600.00
009761	CLEAR BROOK COUNSELING PROFESS							
I-3/25/2024	FIRE COUNSELING SERVICE	R	5/06/2024	100.00		247358		
I-4/10/2024	FIRE COUNSELING SERVICE	R	5/06/2024	100.00		247358		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
003679	COLEMAN MOORE COMPANY							
I-0033478-IN	ROW SUPPLIES - PW	R	5/06/2024	728.00		247359		728.00
	*** VENDOR TOTALS ***					1 CHECKS		728.00

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002559	CONSUMERS ENERGY							
I-02/29/24-04/01/24	04/09/2024 STATEMENT	E	5/08/2024	2,666.32		009417		2,666.32
	*** VENDOR TOTALS ***					1 CHECKS		2,666.32
002464	CONTINENTAL RESEARCH CORPORATI							
I-0053158	SAFETY GLASSES - CG	E	5/08/2024	331.92		009416		331.92
	*** VENDOR TOTALS ***					1 CHECKS		331.92
005942	CONWAY SHIELD INC							
I-0520525	BODY SHIELDS - FD	R	5/06/2024	400.01		247360		400.01
	*** VENDOR TOTALS ***					1 CHECKS		400.01
000595	CORE & MAIN LP							
I-U599682	WATER SYSTEM SUPPLIES - MU	R	5/06/2024	460.04		247361		460.04
	*** VENDOR TOTALS ***					1 CHECKS		460.04
001654	CUMMINS, INC							
I-J4-56160	UNIT #120 PARTS	E	5/08/2024	637.63		009405		
I-J4-56165	UNIT #120 PARTS	E	5/08/2024	16.62		009405		
I-J4-56341	UNIT #120 PARTS	E	5/08/2024	86.18		009405		740.43
	*** VENDOR TOTALS ***					1 CHECKS		740.43
000146	CENTURY HOMES CO							
I-76145IN	PREEMERGENT-PRSC	R	5/06/2024	2,700.00		247362		
I-76286IN	SEED AND STARTER-OCM	R	5/06/2024	1,647.00		247362		
I-76372IN	FLOWER BED HERBICIDE-PKS	R	5/06/2024	562.50		247362		
I-76444IN	GRASS SEED- PKS	R	5/06/2024	135.00		247362		
I-76644IN	FUNGICIDE-OCM	R	5/06/2024	7,646.00		247362		12,690.50
	*** VENDOR TOTALS ***					1 CHECKS		12,690.50
001003	ED DANIELS							
I-116387	FILTERS - PD	E	5/08/2024	398.25		009404		
I-116388	FILTERS - PW	E	5/08/2024	108.00		009404		
I-116389	FILTERS - KL	E	5/08/2024	105.36		009404		
I-116390	FILTERS - OC	E	5/08/2024	384.94		009404		
I-116621	FILTERS- PD	E	5/08/2024	59.76		009404		
I-116647	FILTERS - PD	E	5/08/2024	567.48		009404		1,623.79
	*** VENDOR TOTALS ***					1 CHECKS		1,623.79
008858	DAVE'S FIREWOOD AND DISTRIBUTI							
I-335718	2024 FES DITCHING PROJECT	R	5/06/2024	15,900.00		247363		15,900.00
	*** VENDOR TOTALS ***					1 CHECKS		15,900.00

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004671	DEAN SNYDER CONSTRUCTION CO							
I-20242290001	CFAC BRIDGE	R	5/06/2024	47,941.16		247364		47,941.16
				*** VENDOR TOTALS ***		1 CHECKS		47,941.16
003359	KEVIN DEAVER							
I-02/24-04/24MA	FY24 MARTIAL ARTS FEB-APR	E	5/08/2024	2,504.00		009422		2,504.00
				*** VENDOR TOTALS ***		1 CHECKS		2,504.00
003099	DELL MARKETING L P							
I-10741628967	DGEAN LAPTOP AND DOCK	R	5/06/2024	1,323.99		247365		1,323.99
				*** VENDOR TOTALS ***		1 CHECKS		1,323.99
008545	DEMARANVILLE INSTALLATIONS INC							
I-I24-1105A	FIRE SPRINKLER INSPECTION-PW	R	5/06/2024	178.00		247366		
I-I24-613A	SPRINKLER INSPECTION-FS1	R	5/06/2024	159.00		247366		
I-I24-614A	SPRINKLER INSPECTION - FS2	R	5/06/2024	159.00		247366		
I-I24-615A	SPRINKLER INSPECTION - FS3	R	5/06/2024	159.00		247366		
I-I24-616A	SPRINKLER INSPECTION -PW	R	5/06/2024	99.00		247366		
I-I24-617A	SPRINKLER INSPECTION - PW	R	5/06/2024	159.00		247366		
I-I24-622A	SPRINKLER INSPECTION-OC	R	5/06/2024	199.00		247366		
I-I24-623A	SPRINKLER INSPECTION - PD	R	5/06/2024	189.00		247366		
I-I24-625A	SPRINKLER INSPECTION- WTR SHP	R	5/06/2024	80.00		247366		
I-I24-968A	FIRE SPRINKLER INSPECTION-KL	R	5/06/2024	178.00		247366		1,559.00
				*** VENDOR TOTALS ***		1 CHECKS		1,559.00
000605	DEMCO INC							
I-7474755	CASES/TAPE - KL	E	5/08/2024	225.83		009398		225.83
				*** VENDOR TOTALS ***		1 CHECKS		225.83
000758	DES MOINES IRON & SUPPLY CO							
I-1904684982	TUBE SQ 2 -OC	R	5/06/2024	31.49		247367		31.49
				*** VENDOR TOTALS ***		1 CHECKS		31.49
000700	DES MOINES STAMP MFG CO							
I-1232911	NOTARY STAMP - PD	E	5/08/2024	34.00		009399		34.00
				*** VENDOR TOTALS ***		1 CHECKS		34.00
000160	DES MOINES WATER WORKS							
I-000156 3/28/24	3/28/2024 STATEMENT	R	5/06/2024	44,954.75		247368		44,954.75
				*** VENDOR TOTALS ***		1 CHECKS		44,954.75
001327	GL ANKENY LLC							
I-158585 DOW	UNIT #411 PARTS	R	5/06/2024	59.29		247369		59.29
				*** VENDOR TOTALS ***		1 CHECKS		59.29

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000161	DEWEY FORD INC							
C-CM621331 FOW	CR: UNIT #116 PARTS	R	5/06/2024	74.12		247370		
I-621038 FOW	#116 #117 PARTS	R	5/06/2024	378.56		247370		
I-621331 FOW	UNIT #116 PARTS	R	5/06/2024	74.12		247370		
I-621473 FOW	UNIT #166 PARTS	R	5/06/2024	16.99		247370		
I-622043 FOW	UNIT #98 PARTS	R	5/06/2024	69.57		247370		465.12
	*** VENDOR TOTALS ***					1 CHECKS		465.12
007438	E & B FIRE AND SAFETY INC							
I-52710 A	PPE	R	5/06/2024	3,300.00		247371		
I-52710 B	SWISHER PPE	R	5/06/2024	200.00		247371		3,500.00
	*** VENDOR TOTALS ***					1 CHECKS		3,500.00
011431	DINNER DELIGHTS							
I-04/28/2024 CLASS	04/28/24 FREEZER MEAL WRKSHP	R	5/06/2024	917.00		247372		917.00
	*** VENDOR TOTALS ***					1 CHECKS		917.00
007314	DINO O'DELL							
I-05/04/2024	5/4/24 CONCERT	R	5/06/2024	550.00		247373		550.00
	*** VENDOR TOTALS ***					1 CHECKS		550.00
010264	DISTRICT AT PRAIRIE TRAIL OWNE							
I-04/01/2024 DUES	04/2024 QUARTERLY DUES -KL	R	5/06/2024	15,074.40		247374		15,074.40
	*** VENDOR TOTALS ***					1 CHECKS		15,074.40
004568	DOLL DISTRIBUTING LLC							
I-1484203	ALCOHOL FOR RESALE-OC	E	5/08/2024	291.00		009429		
I-1487159	ALCOHOL FOR RESALE - HAWKEYE	E	5/08/2024	279.70		009429		
I-1489402	ALCOHOL FOR RESALE-OC	E	5/08/2024	550.65		009429		
I-1494505	ALCOHOL FOR RESALE-OC	E	5/08/2024	1,273.20		009429		2,394.55
	*** VENDOR TOTALS ***					1 CHECKS		2,394.55
002143	DOORS INC							
I-345862	BATHROOM LOCK REPAIR-PRSC	E	5/08/2024	461.00		009413		
I-345863	DOG PARK LOCK - P&R	E	5/08/2024	555.00		009413		
I-346280	MIRACLE PARK LOCKS	E	5/08/2024	5,998.00		009413		
I-346377	BACK DOOR REPAIR PARTS-PW	E	5/08/2024	550.00		009413		7,564.00
	*** VENDOR TOTALS ***					1 CHECKS		7,564.00
006716	TELVENT DTN LLC							
I-210-00003726	04/01/24-06/30/24 COMMANDER	E	5/08/2024	1,575.00		009442		1,575.00
	*** VENDOR TOTALS ***					1 CHECKS		1,575.00

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009368	DUKE OTHERWISE							
	I-04/20/2024 CONCERT	R	4/20/24 CONCERT - KL	590.00		247375		590.00
			*** VENDOR TOTALS ***			1 CHECKS		590.00
008555	DYNAMIC BRANDS LLC							
	I-INV1716060	R	STOCK MERCH FOR RESALE-OC	5/06/2024 666.65		247376		666.65
			*** VENDOR TOTALS ***			1 CHECKS		666.65
000841	EBSICO PUBLISHING							
	I-1000228636-1	E	04/2024 NOVELIST TRAINING-KL	5/08/2024 750.00		009402		750.00
			*** VENDOR TOTALS ***			1 CHECKS		750.00
006319	EDWARD DON AND COMPANY							
	C-80406524	R	CR: FOOD FOR RESALE-OC	5/06/2024 97.48CR		247377		
	I-31771901	R	FOOD/BANQUET SUPPLIES-OC	5/06/2024 621.05		247377		523.57
			*** VENDOR TOTALS ***			1 CHECKS		523.57
009084	ILLINOIS TOOL WORKS							
	I-INV225348	R	UNIT #937 PARTS	5/06/2024 220.14		247378		220.14
			*** VENDOR TOTALS ***			1 CHECKS		220.14
000186	ELECTRONIC ENGINEERING							
	I-80071743, 80071605	E	05/2024 STATEMENT - PARK MAINT	5/08/2024 296.50		009384		
	I-80071744, 80071606	E	05/2023 STATEMENT - PW	5/08/2024 930.00		009384		
	I-80071745, 80071607	E	05/2024 STATEMENT - MU	5/08/2024 440.50		009384		
	I-80071746	E	05/2024 STATEMENT-ENGINEERING	5/08/2024 26.50		009384		1,693.50
			*** VENDOR TOTALS ***			1 CHECKS		1,693.50
003283	ELWELL INC							
	I-FY21 #12 REISSUED	R	PSB LEASE PMT-REISSUED	5/06/2024 15,545.00		247379		15,545.00
			*** VENDOR TOTALS ***			1 CHECKS		15,545.00
011454	ENCORE DANCE ACADEMY							
	I-03/20/24-04/24/24	E	3/20-4/24/24 DANCE	5/08/2024 2,816.00		009467		2,816.00
			*** VENDOR TOTALS ***			1 CHECKS		2,816.00
012059	ENVIROTECH SERVICES LLC							
	I-CD202407929 A	E	CALCIUM - PW	5/08/2024 2,025.00		009481		
	I-CD202407929 B	E	CALCIUM - PW	5/08/2024 202.50		009481		
	I-CD202407930	E	CALCIUM - PW	5/08/2024 6,075.00		009481		8,302.50
			*** VENDOR TOTALS ***			1 CHECKS		8,302.50
008036	ENVISIONWARE INC							
	I-INV-US-70730	E	ENVISIONWARE PROF SVCS-KL	5/08/2024 780.00		009447		780.00
			*** VENDOR TOTALS ***			1 CHECKS		780.00

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005478	EXCEL MECHANICAL COMPANY INC							
I-171441	ROOF DRAIN REPAIR-PW	E	5/08/2024	346.07		009436		
I-171447	ROOF DRAIN REPAIR-PD	E	5/08/2024	572.09		009436		918.16
	*** VENDOR TOTALS ***					1 CHECKS		918.16
011713	FARNSWORTH GROUP INC							
I-250885A	PSA ASPEN TRIDGE TRAIL	R	5/06/2024	1,725.00		247380		
I-250885B	ASPEN RIDGE TRAIL	R	5/06/2024	750.00		247380		2,475.00
	*** VENDOR TOTALS ***					1 CHECKS		2,475.00
009894	FARO TECHNOLOGIES, INC							
I-91813442	V8 REPLACEMENT BATTERY	R	5/06/2024	1,231.73		247381		1,231.73
	*** VENDOR TOTALS ***					1 CHECKS		1,231.73
002285	FASTENAL COMPANY							
I-IADES441682	BUILDING SUPPLIES - MU	E	5/08/2024	4.15		009415		4.15
	*** VENDOR TOTALS ***					1 CHECKS		4.15
000197	FEDERAL EXPRESS CORPORATION							
I-8-479-63553	GROUND SHIPPING - MU	R	5/06/2024	23.99		247382		23.99
	*** VENDOR TOTALS ***					1 CHECKS		23.99
011600	FINE PROPERTIES LLC							
I-1017	CITY CAR WASHES	E	5/08/2024	1,287.00		009471		1,287.00
	*** VENDOR TOTALS ***					1 CHECKS		1,287.00
011234	FIRE SERVICE TRAINING BUREAU							
I-241901	DOA - B. LANGGAARD	R	5/06/2024	50.00		247383		
I-241931	DOP CERT - E. DOONAN	R	5/06/2024	50.00		247383		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
007648	DAIOHS USA INC							
I-018477	COFFEE SERVICES - PW	E	5/08/2024	101.70		009444		
I-019477	COFFEE SERVICES - CH	E	5/08/2024	139.70		009444		241.40
	*** VENDOR TOTALS ***					1 CHECKS		241.40
012067	FIRST INTERSTATE BANK							
I-IFIF014666	SUBPOENA FEES - PD	R	5/06/2024	37.50		247384		
I-IFIF015274	SUBPEONA FEES - PD	R	5/06/2024	25.00		247384		62.50
	*** VENDOR TOTALS ***					1 CHECKS		62.50
004033	FISCHER ARCHITECTS							
I-ARB.25	8/11/22-6/1/23 PRAIRIE TRAIL	E	5/08/2024	4,612.50		009425		4,612.50
	*** VENDOR TOTALS ***					1 CHECKS		4,612.50

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011603	FLOCK GROUP INC							
I-INV-36817	FLOCK SAFETY - YEAR ONE	R	5/06/2024	15,000.00		247385		
I-INV-36818	FLOCK SAFETY - YEAR TWO	R	5/06/2024	32,500.00		247385		47,500.00
			*** VENDOR TOTALS ***			1 CHECKS		47,500.00
006979	BECKY FORD							
I-04/25/2024 FUEL	04/25/24 FUEL REIMBURSEMENT	E	5/08/2024	39.02		009487		39.02
			*** VENDOR TOTALS ***			1 CHECKS		39.02
011377	STRAND ASSOCIATES, INC.							
I-0210031 #36	PAY 36-ANKENY ASR	R	5/06/2024	5,812.50		247386		
I-0210032 #12	PAY 12-NE36TH/38TH WTR MN LP	R	5/06/2024	2,015.50		247386		7,828.00
			*** VENDOR TOTALS ***			1 CHECKS		7,828.00
008717	LINDSAY FOX							
I-4/25/2024	4/23-4/24/24 MILEAGE	E	5/08/2024	57.64		009489		57.64
			*** VENDOR TOTALS ***			1 CHECKS		57.64
002635	FUN EXPRESS LLC							
I-73054147101	MISC PROGRAM SUPPLIES - KL	R	5/06/2024	892.50		247387		892.50
			*** VENDOR TOTALS ***			1 CHECKS		892.50
000211	GALE							
I-84174662	APRIL TOP SHELF 8 PLAN-KL	E	5/08/2024	140.20		009385		
I-84174891	APRIL HIGH OCTANE 8 PLAN-KL	E	5/08/2024	199.43		009385		
I-84180382	APRIL DYNAMIC DRAMA 5 PLAN	E	5/08/2024	83.97		009385		
I-84186318	APRIL CHRISTIAN ROMANCE 5	E	5/08/2024	129.70		009385		
I-84186332	APRIL BIOGRAPHY 2 PLAN-KL	E	5/08/2024	53.23		009385		
I-84186756	APRIL CHRISTIAN ROMANCE-KL	E	5/08/2024	101.21		009385		
I-84187425	MARCH DIVERSE VOICES 3 PLAN	E	5/08/2024	78.72		009385		
I-84220552	APRIL AFRICAN AMERICAN 2 PLAN	E	5/08/2024	53.23		009385		
I-84220639	APRIL AMISH FICTION 3 PLAN	E	5/08/2024	74.22		009385		
I-84220663	APRIL THRILLER ADVNTRE SUS3	E	5/08/2024	83.22		009385		
I-84220885	APRIL CLEAN READS 3 PLAN	E	5/08/2024	74.22		009385		
I-84221050	APRIL SOFTCOVER ROMANCE 3	E	5/08/2024	62.97		009385		
I-84221132	APRIL HISTORY FACT FCTION 2	E	5/08/2024	26.99		009385		
I-84227461	APRIL WESTERN 2 PLAN	E	5/08/2024	49.48		009385		
I-84231527	APRIL LARGE PRINT DIST 5 PLAN	E	5/08/2024	89.24		009385		1,300.03
			*** VENDOR TOTALS ***			1 CHECKS		1,300.03
011998	GALLS PARENT HOLDINGS, LLC							
C-027557867	CR: UNIFORMS - PD	E	5/08/2024	100.00CR		009477		
I-027432775	UNIFORMS - PD	E	5/08/2024	110.95		009477		
I-027444428	BREAST CANCER AWARENESS PIN-PD	E	5/08/2024	833.00		009477		
I-027548358	UNIFORMS - PD	E	5/08/2024	67.22		009477		
I-027548368	UNIFORM EMBLEMS - PD	E	5/08/2024	20.97		009477		
I-027563750	UNIFORMS - PD	E	5/08/2024	145.94		009477		1,078.08
			*** VENDOR TOTALS ***			1 CHECKS		1,078.08

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
012038	GANNETT MEDIA CORP							
I-6322787	03/2024 LEGAL PUBLICATIONS	R	5/06/2024	3,898.91		247388		3,898.91
				*** VENDOR TOTALS ***		1 CHECKS		3,898.91
000751	DAWN GEAN							
I-04/06/24-04/10/24	4/6-4/10/24 MILEAGE	E	5/08/2024	13.66		009400		13.66
				*** VENDOR TOTALS ***		1 CHECKS		13.66
007730	GFSI INC - GEAR FOR SPORTS							
I-42073220	MERCH FOR RESALE-OC	R	5/06/2024	157.61		247389		157.61
				*** VENDOR TOTALS ***		1 CHECKS		157.61
001775	GENERAL FIRE AND SAFETY							
I-9395	FIRST AID RESTOCK - PSB	E	5/08/2024	59.25		009406		59.25
				*** VENDOR TOTALS ***		1 CHECKS		59.25
009681	GENERAL TRAFFIC CONTROLS, INC							
I-24444	VIDEO DETECTION	E	5/08/2024	54,945.00		009460		54,945.00
				*** VENDOR TOTALS ***		1 CHECKS		54,945.00
004643	DEBRA L GERVAIS							
I-4/16/24	STORMWATER BMP REIMBURSEMENT	E	5/08/2024	75.00		009431		75.00
				*** VENDOR TOTALS ***		1 CHECKS		75.00
009054	GPS INDUSTRIES LLC							
I-CON120508	05/2024 VISAGE/CNCT CNTRL-OC	R	5/06/2024	2,189.00		247390		2,189.00
				*** VENDOR TOTALS ***		1 CHECKS		2,189.00
000227	GRAINGER							
C-9095912490	CR: BACKFLOW PARTS-CFAC	E	5/08/2024	126.28CR		009386		
C-9095912508	CR: BACKFLOW PARTS CFAC	E	5/08/2024	67.58CR		009386		
C-9097315536	CR: TOILET LIDS - FD	E	5/08/2024	100.12CR		009386		
I-9074089815	CABLE TIE/SEALANT - MU	E	5/08/2024	335.52		009386		
I-9089666771	CORNER GUARDS -KL	E	5/08/2024	105.52		009386		
I-9089666789	BACKFLOW REPAIR KIT-AC	E	5/08/2024	61.30		009386		
I-9091193608	CORNER GUARDS-KL	E	5/08/2024	474.84		009386		
I-9091603036	STUMP GRINDER BELTS-PKS	E	5/08/2024	101.97		009386		
I-9092187401	EMERGENCY LIGHTS PRAC	E	5/08/2024	71.26		009386		
I-9092187419	EMERGENCY LIGHTS-PRAC	E	5/08/2024	35.63		009386		
I-9092595447	BACKFLOW PARTS-CFAC	E	5/08/2024	193.86		009386		
I-9093967942	TOILET LIDS -MP	E	5/08/2024	100.12		009386		
I-9096038253	BACKFLOW PARTS -CFAC	E	5/08/2024	127.85		009386		
I-9096038261	BACKFLOW PARTS-CFAC	E	5/08/2024	128.37		009386		
I-9097688981	TAGS - CG	E	5/08/2024	22.98		009386		1,465.24
				*** VENDOR TOTALS ***		1 CHECKS		1,465.24

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008737	TRAVIS GRANDGEORGE							
I-4/10/2024	MEAL REIMBURSEMENTS	R	5/06/2024	33.45		247391		33.45
				*** VENDOR TOTALS ***		1 CHECKS		33.45
009247	GRANICUS LLC							
I-180315	NOVUS AGENDA ANNUAL SVC RNWL	R	5/06/2024	4,386.00		247392		4,386.00
				*** VENDOR TOTALS ***		1 CHECKS		4,386.00
001526	GRAY MANUFACTURING CO INC							
I-974812	SHOP JACK - CG	R	5/06/2024	251.09		247393		251.09
				*** VENDOR TOTALS ***		1 CHECKS		251.09
006348	GRAZIANO BROTHERS INC							
I-247362	FOOD FOR RESALE - OC	E	5/08/2024	271.02		009440		271.02
				*** VENDOR TOTALS ***		1 CHECKS		271.02
004265	THE GREATER DES MOINES							
I-05/2024 DC TRIP-DJ	05/2024 GRTR DSM PTNR DC TRIP	R	5/06/2024	2,500.00		247394		
I-05/24 DC TRIP-BB	05/24 GRTR DSM PTNR DC TRIP	R	5/06/2024	2,500.00		247394		
I-05/24 DC TRIP-JR	05/24 GRTR DSM PTNR DC TRIP-JR	R	5/06/2024	2,500.00		247394		7,500.00
				*** VENDOR TOTALS ***		1 CHECKS		7,500.00
000252	GRIMES ASPHALT AND PAVING CORP							
I-25455	4/09/24 COLD MIX	R	5/06/2024	1,151.65		247395		1,151.65
				*** VENDOR TOTALS ***		1 CHECKS		1,151.65
005993	HANDLEY LAW FIRM							
I-4/19/2024	MARCH 2024 SERVICES - PD	E	5/08/2024	14,340.00		009439		14,340.00
				*** VENDOR TOTALS ***		1 CHECKS		14,340.00
000235	HANIFEN CO INC							
I-250063	UNIT #252 REPAIRS	R	5/06/2024	298.50		247396		298.50
				*** VENDOR TOTALS ***		1 CHECKS		298.50
001978	HAWKINS INC							
I-6725111	WELL SUPPLIES - MU	R	5/06/2024	75.39		247397		75.39
				*** VENDOR TOTALS ***		1 CHECKS		75.39
003452	HDR ENGINEERING INC							
I-10345779 #16	PAY 16-NW IRVNDLE STRGE TANK	R	5/06/2024	10,826.52		247398		10,826.52
				*** VENDOR TOTALS ***		1 CHECKS		10,826.52
004853	HOLT TIRE SERVICE INC							
I-226266	LOADSTART- OCM	E	5/08/2024	59.00		009433		59.00
				*** VENDOR TOTALS ***		1 CHECKS		59.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003098	HOTSY CLEANING SYSTEMS IN							
I-0221379-IN	FLEETWASH -PRSC	E	5/08/2024	90.00		009419		90.00
				*** VENDOR TOTALS ***		1 CHECKS		90.00
004386	HOUSEBY HEAVY EQUIPMENT LLC							
I-RA201000184:01	#272 REPAIRS	E	5/08/2024	1,314.39		009427		
I-XA201000218:01	UNIT #272 PARTS	E	5/08/2024	625.34		009427		
I-XA201000219:01	UNIT #272 PARTS	E	5/08/2024	125.92		009427		
I-XA201000278:01	UNIT #272 PARTS	E	5/08/2024	882.06		009427		
I-XA201000575:01	UNIT #252 PARTS	E	5/08/2024	643.38		009427		3,591.09
				*** VENDOR TOTALS ***		1 CHECKS		3,591.09
004196	HYDRAQUIP LTD							
I-73283	#650 SNOW WING	R	5/06/2024	1,005.00		247399		1,005.00
				*** VENDOR TOTALS ***		1 CHECKS		1,005.00
005531	HR GREEN INC							
I-173628 #16	PAY 16-ORLBR GTWY/STATE IMP	E	5/08/2024	17,023.23		009438		17,023.23
				*** VENDOR TOTALS ***		1 CHECKS		17,023.23
000959	PAUL HUBBARD							
I-02/24-04/24PARKOUR	FY24 PARKOUR FEB-APR	E	5/08/2024	1,892.80		009483		1,892.80
				*** VENDOR TOTALS ***		1 CHECKS		1,892.80
000253	HY-VEE INC							
I-316807	CAREER FAIR SUPPLIES - FD	R	5/06/2024	10.97		247400		10.97
				*** VENDOR TOTALS ***		1 CHECKS		10.97
000283	HY-VEE INC							
I-4/29-8/16/24 AK	ILEA MEALS - A. KOOIKER	R	5/06/2024	2,596.84		247401		
I-4/29-8/16/24 JS	ILEA MEALS - J. SPERRY	R	5/06/2024	2,596.84		247401		
I-4/29-8/16/24 SS	ILEA MEALS - S. SHEER	R	5/06/2024	2,596.84		247401		7,790.52
				*** VENDOR TOTALS ***		1 CHECKS		7,790.52
008906	IMAGE TREND INC							
I-PS-INV107258	MARCH 2024 BILLING BRIDGE	E	5/08/2024	1,486.75		009453		1,486.75
				*** VENDOR TOTALS ***		1 CHECKS		1,486.75
009085	INDUSTRIAL ORGANIZATIONAL SOLU							
I-C59574A	FIRE BC TESTING	R	5/06/2024	472.00		247402		472.00
				*** VENDOR TOTALS ***		1 CHECKS		472.00
007377	INDUSTRIAL SALES COMPANY INC							
I-1135598-001	FY24 RB GSP PLAR PLAN-PRSC	R	5/06/2024	3,550.00		247403		3,550.00
				*** VENDOR TOTALS ***		1 CHECKS		3,550.00

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009565	INFOSEND INCORPORATED							
I-261049	ADDITIONAL POSTAGE DEPOSIT	R	5/06/2024	6,148.02		247404		6,148.02
				*** VENDOR TOTALS ***		1 CHECKS		6,148.02
000407	WEBER BATTERY INC							
I-1925901008462	BATTERY - PD	R	5/06/2024	9.70		247405		9.70
				*** VENDOR TOTALS ***		1 CHECKS		9.70
000266	INTERSTATE BATTERY SYSTEM							
I-904825	UNIT #862 BATTERY	E	5/08/2024	60.00		009387		60.00
				*** VENDOR TOTALS ***		1 CHECKS		60.00
008023	IOWA AUDIO VIDEO INC							
I-C749722	NEW MICROPHONE-OC	R	5/06/2024	1,358.30		247406		1,358.30
				*** VENDOR TOTALS ***		1 CHECKS		1,358.30
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-5066262	ALCOHOL FOR RESALE - OC	R	5/06/2024	542.90		247407		
I-W-5073144	ALCOHOL FOR RESALE - OC	R	5/06/2024	659.70		247407		
I-W-5079506	ALCOHOL FOR RESALE-OC	R	5/06/2024	776.40		247407		1,979.00
				*** VENDOR TOTALS ***		1 CHECKS		1,979.00
005403	IOWA COMMUNITIES ASSURANCE POO							
I-4A2310RGPYZ-0001	ICAP DEDUCT 4A2310RGPYZ-0001	R	5/06/2024	16,011.64		247408		16,011.64
				*** VENDOR TOTALS ***		1 CHECKS		16,011.64
000865	IOWA CONCRETE CUTTING INC							
I-I70441	SLAB DRILLING - TRFC	R	5/06/2024	500.00		247409		500.00
				*** VENDOR TOTALS ***		1 CHECKS		500.00
000155	IOWA DEPARTMENT OF PUBLIC SAFE							
I-589	04/2024-06/2024 IOWA SYSTEM-PD	R	5/06/2024	3,300.00		247410		3,300.00
				*** VENDOR TOTALS ***		1 CHECKS		3,300.00
007091	IOWA LAW ENFORCEMENT ACADEMY							
C-CR10009293	CR: INSTR ASSIST-N. DEPREZ	R	5/06/2024	100.00CR		247411		
C-CR10009322	INSTR ASSIST-N. DEPREZ	R	5/06/2024	100.00CR		247411		
I-325982	DEF TACTICS INSTR-N. SHELTON	R	5/06/2024	625.00		247411		425.00
				*** VENDOR TOTALS ***		1 CHECKS		425.00
004476	IOWA DEPARTMENT OF HEALTH AND							
I-05 2024	APRIL/MAY 2024 STATE SHARE	R	5/06/2024	30,575.81		247412		30,575.81
				*** VENDOR TOTALS ***		1 CHECKS		30,575.81

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005407	IOWA MUNICIPALITIES WORKERS'							
I-INV89555	FY23 411 MED MARCH 2024	R	5/06/2024	1,367.00		247413		
I-INV89556	FY24 411 MED MARCH 2024	R	5/06/2024	19,003.47		247413		20,370.47
	*** VENDOR TOTALS ***					1 CHECKS		20,370.47
011763	IOWA POND GUY, LLC							
I-4361	POND CONTRACT SVCS-PRSC	E	5/08/2024	1,436.00		009474		1,436.00
	*** VENDOR TOTALS ***					1 CHECKS		1,436.00
000272	IOWA PRISON INDUSTRIES							
I-038596	SIGNS-FLOWER BEDS	R	5/06/2024	485.76		247414		485.76
	*** VENDOR TOTALS ***					1 CHECKS		485.76
009002	IOWA PUMP WORKS, INC							
I-INV023961	FLOWRIDER SERVICE CONTRACT	E	5/08/2024	2,062.75		009455		2,062.75
	*** VENDOR TOTALS ***					1 CHECKS		2,062.75
001945	IOWA WORKFORCE DEVELOPMENT							
I-104098-9 3/31/24	BENEFIT CHARGES THRU 3/31/24	E	5/08/2024	29,896.96		009411		29,896.96
	*** VENDOR TOTALS ***					1 CHECKS		29,896.96
009276	J & M GOLF INC							
I-0696241-IN	STOCK MERCH FOR RESALE-OC	R	5/06/2024	219.99		247415		
I-0696985-IN	STOCK MERCH FOR RESALE-OC	R	5/06/2024	308.94		247415		528.93
	*** VENDOR TOTALS ***					1 CHECKS		528.93
012085	JIM JENSEN							
I-4/29/24	MAILBOX REPLACEMENT EXPENSES	R	5/06/2024	150.00		247416		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
007827	JEO CONSULTING GROUP INC							
I-200170.02 #16	PAY 16-SE 3RD ST IMP-PH 2	E	5/08/2024	6,374.25		009445		6,374.25
	*** VENDOR TOTALS ***					1 CHECKS		6,374.25
006326	JOHNSON BROTHERS OF IOWA							
I-1996240	ALCOHOL FOR RESALE-OC	R	5/06/2024	2,636.40		247417		
I-1996241	BEVERAGES FOR RESALE - OC	R	5/06/2024	173.80		247417		2,810.20
	*** VENDOR TOTALS ***					1 CHECKS		2,810.20
000292	KARL CHEVROLET INC							
I-296772 CVW	UNIT #99 PARTS	R	5/06/2024	188.84		247418		188.84
	*** VENDOR TOTALS ***					1 CHECKS		188.84

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012000	KEY COOPERATIVE							
C-8099444	CR: 1/10/24 SUP UNL/#1 #2 DSL	E	5/08/2024	18,401.97CR		009478		
C-8133094	CR: 1/10/24 SUP UNL/#1 #2 DSL	E	5/08/2024	18,401.06CR		009478		
C-8133103	CR: 1/17/24 SUP UNL/#1 #2 DSL	E	5/08/2024	20,533.34CR		009478		
C-8200930	CR: 4/15/24 SUP UNL/#2 DSL	E	5/08/2024	21,550.51CR		009478		
I-8097405	1/24/24 SUP UNL/#1 #2 DSL	E	5/08/2024	18,401.97		009478		
I-8098266	1/24/24 SUP UNL/#1 #2 DSL	E	5/08/2024	18,401.06		009478		
I-8098267	1/24/24 SUP UNL/#1 #2 DSL	E	5/08/2024	20,533.34		009478		
I-8133096	2/26/24 SUP UNL/#1 #2 DSL	E	5/08/2024	17,621.10		009478		
I-8133105	2/26/24 SUP UNL/#1 #2 DSL	E	5/08/2024	19,476.54		009478		
I-8170364	1/23/24 FUEL TAX	E	5/08/2024	600.30		009478		
I-8170365	1/30/24 FUEL TAX	E	5/08/2024	1,202.10		009478		
I-8170366	2/07/24 FUEL TAX	E	5/08/2024	1,199.40		009478		
I-8170368	2/16/24 FUEL TAX	E	5/08/2024	1,050.30		009478		
I-8170369	1/10/24 FUEL TAX	E	5/08/2024	750.30		009478		
I-8170370	1/17/24 FUEL TAX	E	5/08/2024	299.70		009478		
I-8170371	2/27/24 FUEL TAX	E	5/08/2024	900.00		009478		
I-8170373	3/08/24 FUEL TAX	E	5/08/2024	1,050.30		009478		
I-8170375	3/22/24 FUEL TAX	E	5/08/2024	1,200.00		009478		
I-8181736	4/08/24 SUP UNL/#2 DSL	E	5/08/2024	21,752.38		009478		
I-8196445	4/18/24 SUP UNL/#2 DSL	E	5/08/2024	21,550.51		009478		
I-8200933	4/22/24 SUP UNL/#2 DSL	E	5/08/2024	22,450.51		009478		
I-8201850	4/23/24 #2 DSL	E	5/08/2024	10,672.12		009478		
I-8201851	4/23/24 SUP UNL	E	5/08/2024	10,834.43		009478		
I-8207666	4/29/24 RFM DYED	E	5/08/2024	751.04		009478		111,810.52
				*** VENDOR TOTALS ***		1 CHECKS		111,810.52
008587	KINZLER CONSTRUCTION SERVICES							
I-2406771.0001	DOOR REPAIR - PW	R	5/06/2024	251.50		247419		251.50
				*** VENDOR TOTALS ***		1 CHECKS		251.50
011568	LEXISNEXIS RISK SOLUTIONS FL I							
I-6967963-20240331	AVCC SBSRT 3/1/24-3/31/24	E	5/08/2024	515.00		009470		515.00
				*** VENDOR TOTALS ***		1 CHECKS		515.00
011948	JAMIE GALE							
I-04/19/2024 YOGA	4/19/24 LITTLE OM BIG OM YOGA	E	5/08/2024	85.00		009496		85.00
				*** VENDOR TOTALS ***		1 CHECKS		85.00
004810	LOGAN CONTRACTORS SUPPLY							
I-D74662	STREET SUPPLIES - PW	E	5/08/2024	1,577.50		009432		1,577.50
				*** VENDOR TOTALS ***		1 CHECKS		1,577.50

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008362	DEREK LORD							
I-4/18-4/19/24	TRAVEL EXP REIMBURSEMENTS	E	5/08/2024	492.56		009488		492.56
				*** VENDOR TOTALS ***		1 CHECKS		492.56
000285	LUBE-TECH & PARTNERS LLC							
I-3470495	BULK OIL - CG	E	5/08/2024	6,854.31		009389		6,854.31
				*** VENDOR TOTALS ***		1 CHECKS		6,854.31
000470	LUMEN							
I-684509571	4/12/2024 STATEMENT	E	5/08/2024	690.21		009394		690.21
				*** VENDOR TOTALS ***		1 CHECKS		690.21
009473	MACQUEEN EQUIPMENT, LLC							
I-INV-033364	CONTROL/POWER MODULE - FD	E	5/08/2024	156.00		009458		156.00
				*** VENDOR TOTALS ***		1 CHECKS		156.00
002207	MANATTS INC							
I-24AP027	DAMAGE TO CONCRETE TRUCK	E	5/08/2024	1,129.92		009414		
I-5127951	4/02/24 C-4WR-C20	E	5/08/2024	1,449.00		009414		
I-5128312 A	4/08/24 C-4WR-C20	E	5/08/2024	1,140.00		009414		
I-5128312 B	4/08/24 C-4WR-C20	E	5/08/2024	219.00		009414		
I-5128429	4/08/24 C-4WR-C20	E	5/08/2024	1,661.00		009414		
I-5128920	4/11/24 C-4WR-C20	E	5/08/2024	1,132.50		009414		
I-5129147	4/15/24 C-4WR-C20	E	5/08/2024	1,585.50		009414		
I-5129182	4/15/24 C-4WR-C20	E	5/08/2024	785.00		009414		
I-5129616	4/18/24 C4WR C20 CL3	E	5/08/2024	1,057.00		009414		10,158.92
				*** VENDOR TOTALS ***		1 CHECKS		10,158.92
008131	MARTIN BROTHERS DISTRIBUTING C							
I-1481888	FOOD FOR RESALE-HAWKEYE	E	5/08/2024	251.34		009448		251.34
				*** VENDOR TOTALS ***		1 CHECKS		251.34
009346	MARY'S CLEANING CARE INC							
I-33810	APRIL CLEANINGS-LAKESIDE	R	5/06/2024	450.00		247420		
I-33811	04/20204 CLEANINGS OEC	R	5/06/2024	285.00		247420		
I-33841	04/2024 CLEANINGS - CH	R	5/06/2024	829.00		247420		
I-33843	04/2024 CLEANING - KL	R	5/06/2024	7,845.00		247420		
I-33845	APRIL 2024 CLEANINGS - PD	R	5/06/2024	2,889.00		247420		
I-33846	04/2024 CLEANING ACC	R	5/06/2024	1,645.00		247420		
I-33847	APRIL 2024 CLEANINGS - PW	R	5/06/2024	175.00		247420		14,118.00
				*** VENDOR TOTALS ***		1 CHECKS		14,118.00
001864	MEDIX OCCUPATIONAL HEALTH SERV							
I-27704	MARCH 2024 SERVICES	E	5/08/2024	4,945.00		009408		
I-27814	APRIL 2024 SERVICES	E	5/08/2024	1,988.50		009408		6,933.50
				*** VENDOR TOTALS ***		1 CHECKS		6,933.50

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012071	COLIN MEMMER							
I-4/15/2024	BOOTS REIMBURSEMENT	R	5/06/2024	140.00		247421		140.00
			*** VENDOR TOTALS ***			1 CHECKS		140.00
004747	MENARDS							
C-1472	CR: ACX PLY/AC2 TRT - OCM	R	5/06/2024	29.20CR		247422		
I-1105	HANDLE/STEEL/BRSH/BTL-PKS	R	5/06/2024	178.38		247422		
I-1140	DRINKING FOUNTAIN PARTS-PKS	R	5/06/2024	31.71		247422		
I-1188	BLOCK/SWIVEL/ADPTR- AC	R	5/06/2024	93.82		247422		
I-1237	ADPTR/NIPLE/TOTE-PRSC	R	5/06/2024	91.57		247422		
I-1238	BLADES/UNIFORMS - PKS	R	5/06/2024	94.96		247422		
I-1251	BUILDING SUPPS/TOOLS - MU	R	5/06/2024	196.56		247422		
I-1304	BUILDING SUPPLIES - MU	R	5/06/2024	30.61		247422		
I-1358	TRASH BAGS/CLEANER/STPLS-PD	R	5/06/2024	32.94		247422		
I-1449	GARBAGE BAGS/TRASH CAN - PD	R	5/06/2024	34.98		247422		
I-1467	PLY/GRN TRTD/SHAKE/CHAR-OCM	R	5/06/2024	616.24		247422		
I-529	PIPE PLUG - OCM	R	5/06/2024	1.69		247422		
I-534	STRAIGHT SHAKE/CHAR-OCM	R	5/06/2024	128.89		247422		
I-536	BUILDING SUPPLIES - MU	R	5/06/2024	199.31		247422		
I-539	WATER METER SUPPLIES - MU	R	5/06/2024	36.54		247422		
I-550	KEY TAGS/CABINET - PD	R	5/06/2024	67.87		247422		
I-594	GFCI/KO - PW	R	5/06/2024	23.42		247422		
I-618	FASTENER - TRFC	R	5/06/2024	6.54		247422		
I-628	PULL PLATE - PKS	R	5/06/2024	55.64		247422		
I-632	STREET SUPPLIES - PW	R	5/06/2024	48.48		247422		
I-638	STREET SUPPLIES - PW	R	5/06/2024	14.96		247422		
I-639	DRILL PT - P&R	R	5/06/2024	7.98		247422		
I-671	BLADESET - TRFC	R	5/06/2024	55.94		247422		
I-677	STREET SUPPLIES - PW	R	5/06/2024	91.25		247422		
I-686	DROP CLOTH/COMB/PAPER-KL	R	5/06/2024	38.44		247422		
I-707	BUILDING SUPPLIES - MU	R	5/06/2024	117.34		247422		
I-830	EXHAUST FAN/DUCTWRK-PD	R	5/06/2024	19.46		247422		
I-838	SPEED CNTROL -GLENBROOK PK	R	5/06/2024	16.99		247422		
I-860	STREET SUPPLIES - PW	R	5/06/2024	313.44		247422		
I-862 04/02/24	SPF - PKS	R	5/06/2024	6.83		247422		
I-869	TOOLBOX/TAPE/SPRAY/INFLTR-PRSC	R	5/06/2024	217.52		247422		
I-910	HOSE CLAMP - BANDSHELL	R	5/06/2024	4.56		247422		
I-917	CONCRETE MORTAR - MU	R	5/06/2024	50.37		247422		
I-948	PVC - MU	R	5/06/2024	17.99		247422		
I-959 04/04/24	LEAFRAKE -OCM	R	5/06/2024	25.98		247422		
I-98810 02/13/24	SHOWERHEAD/HOOK - PD	R	5/06/2024	91.73		247422		
I-990	HOSE NOZZLE/STAPLES - PD	R	5/06/2024	16.28		247422		
I-997	STATION SUPPLIES - FD	R	5/06/2024	192.75		247422		3,240.76
			*** VENDOR TOTALS ***			1 CHECKS		3,240.76

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007664	MERCYONE ANKENY PHARMACY							
I-4/10/2024	EMS PHARMACY - FD	R	5/06/2024	1,198.36		247424		1,198.36
				*** VENDOR TOTALS ***		1 CHECKS		1,198.36
012055	METAL PROMO LLC							
I-INV-019298	AFD RETIREMENT & PROMOTIONS	E	5/08/2024	2,584.00		009480		2,584.00
				*** VENDOR TOTALS ***		1 CHECKS		2,584.00
001931	METRO WASTE AUTHORITY							
I-70026648	APRIL 2024 CURB IT FEES	E	5/08/2024	107,252.96		009410		107,252.96
				*** VENDOR TOTALS ***		1 CHECKS		107,252.96
000271	MIDAMERICAN ENERGY COMPANY							
I-551716977	4/08/24 STATEMENT	E	5/08/2024	10.00		009388		
I-FY24#11 1695158009	4/12/2024 STATEMENT	E	5/08/2024	99,689.43		009388		99,699.43
				*** VENDOR TOTALS ***		1 CHECKS		99,699.43
008616	MIDAMERICAN ENERGY COMPANY							
I-WMIS#2996229 A	STREET LIGHTS	R	5/06/2024	165,000.00		247425		
I-WMIS#2996229 B	STREET LIGHTS	R	5/06/2024	4,797.08		247425		169,797.08
				*** VENDOR TOTALS ***		1 CHECKS		169,797.08
011606	MIDWEST CRITICAL POWER LLC							
I-2034	MAGAZINE GENERATOR	R	5/06/2024	1,724.40		247426		1,724.40
				*** VENDOR TOTALS ***		1 CHECKS		1,724.40
009696	MIDWEST PAINT LLC							
I-104095	PAINT DOORS-PRSC	R	5/06/2024	1,525.76		247427		1,525.76
				*** VENDOR TOTALS ***		1 CHECKS		1,525.76
000945	MIDWEST WHEEL COMPANIES							
I-3655819-00	UNIT #244 PARTS	R	5/06/2024	825.40		247428		825.40
				*** VENDOR TOTALS ***		1 CHECKS		825.40
1	AMF CONSULTING, LLC							
I-000202405010949	US REFUND	R	5/06/2024	98.59		247263		98.59
1	ARIAS AGENCY							
I-000202405010931	US REFUND	R	5/06/2024	47.95		247264		47.95
1	BANHLEUXAI, EMILY							
I-000202405010929	US REFUND	R	5/06/2024	16.31		247265		16.31

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1	BRETOI, RYAN							
I-000202405010926	US REFUND	R	5/06/2024	50.54		247266		50.54
1	BUILDERS CABINETRY D							
I-000202405010948	US REFUND	R	5/06/2024	48.59		247267		48.59
1	CHAMBERS, CARTER							
I-000202405010960	US REFUND	R	5/06/2024	99.68		247268		99.68
1	CHEN, JING							
I-000202405010915	US REFUND	R	5/06/2024	39.77		247269		39.77
1	CHILES, BAILEY							
I-000202405010953	US REFUND	R	5/06/2024	98.63		247270		98.63
1	CHRISMER, KYLE							
I-000202405010942	US REFUND	R	5/06/2024	97.26		247271		97.26
1	COOK, BONNIE							
I-000202405010917	US REFUND	R	5/06/2024	17.66		247272		17.66
1	CRONK, CATHY							
I-000202405010909	US REFUND	R	5/06/2024	319.45		247273		319.45
1	DIRKS, BROOKE							
I-000202405010934	US REFUND	R	5/06/2024	94.36		247274		94.36
1	FINLEY, KATELYN R							
I-000202405010945	US REFUND	R	5/06/2024	39.39		247275		39.39
1	FISCHER, KYLIE							
I-000202405010924	US REFUND	R	5/06/2024	37.67		247276		37.67
1	FORQUER, LEO							
I-000202405010940	US REFUND	R	5/06/2024	94.28		247277		94.28
1	GASKIN, MICHAEL							
I-000202405010950	US REFUND	R	5/06/2024	98.03		247278		98.03
1	GREEK, AMY							
I-000202405010928	US REFUND	R	5/06/2024	55.08		247279		55.08
1	GREEN ONYX INC							
I-000202405010967	US REFUND	R	5/06/2024	53.69		247280		53.69

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1	HALL, ANDREW J							
I-000202405010955	US REFUND	R	5/06/2024	94.53		247281		94.53
1	HANSEN, RYAN							
I-000202405010923	US REFUND	R	5/06/2024	36.82		247282		36.82
1	HARRIS, RICHARD A							
I-000202405010925	US REFUND	R	5/06/2024	16.72		247283		16.72
1	HARRISON, DAVID & PE							
I-000202405010954	US REFUND	R	5/06/2024	8,202.15		247284		8,202.15
1	HAUGEN, BRIGITTE							
I-000202405010951	US REFUND	R	5/06/2024	46.43		247285		46.43
1	HOOD, KAITLYN M							
I-000202405010956	US REFUND	R	5/06/2024	100.00		247286		100.00
1	HOPP, BRYCE							
I-000202405010952	US REFUND	R	5/06/2024	98.63		247287		98.63
1	HUDSON, MCKENNA							
I-000202405010961	US REFUND	R	5/06/2024	80.18		247288		80.18
1	JACOBSON, JEFF S							
I-000202405010937	US REFUND	R	5/06/2024	59.77		247289		59.77
1	JOHNSON, TYLER							
I-000202405010919	US REFUND	R	5/06/2024	61.93		247290		61.93
1	KRIPS, HAILEY							
I-000202405010965	US REFUND	R	5/06/2024	90.41		247291		90.41
1	LAMPE, JONATHAN							
I-000202405010921	US REFUND	R	5/06/2024	100.00		247292		100.00
1	MARTIN, CADE							
I-000202405010922	US REFUND	R	5/06/2024	49.17		247293		49.17
1	MAYER, CAROLINE							
I-000202405010913	US REFUND	R	5/06/2024	57.15		247294		57.15
1	MCCLARY, JOHN							
I-000202405010930	US REFUND	R	5/06/2024	64.67		247295		64.67

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1	MCDONALD, TYLER							
I-000202405010918	US REFUND	R	5/06/2024	46.86		247296		46.86
1	MELARA, MARIELENA							
I-000202405010958	US REFUND	R	5/06/2024	100.00		247297		100.00
1	NEMMERS, MATT							
I-000202405010920	US REFUND	R	5/06/2024	54.66		247298		54.66
1	PETERS, ALLISON							
I-000202405010938	US REFUND	R	5/06/2024	53.43		247299		53.43
1	PETERSON, MICHAEL L							
I-000202405010939	US REFUND	R	5/06/2024	55.95		247300		55.95
1	PITTENGER, BRYCE							
I-000202405010963	US REFUND	R	5/06/2024	100.00		247301		100.00
1	PORTILLA, ZULEMA							
I-000202405010911	US REFUND	R	5/06/2024	40.39		247302		40.39
1	RALPH, RYAN							
I-000202405010964	US REFUND	R	5/06/2024	31.36		247303		31.36
1	RASMUSSEN, JENS							
I-000202405010962	US REFUND	R	5/06/2024	46.43		247304		46.43
1	RAY, ERIC							
I-000202405010914	US REFUND	R	5/06/2024	71.38		247305		71.38
1	RAYKHINSHTEYN, DANIE							
I-000202405010946	US REFUND	R	5/06/2024	92.45		247306		92.45
1	RIDER, MATT							
I-000202405010947	US REFUND	R	5/06/2024	100.00		247307		100.00
1	ROC TAPROOM INC							
I-000202405010966	US REFUND	R	5/06/2024	100.00		247308		100.00
1	SHANKS, KRISTI & JAS							
I-000202405010944	US REFUND	R	5/06/2024	51.90		247309		51.90
1	SHAW, JASON							
I-000202405010957	US REFUND	R	5/06/2024	99.98		247310		99.98

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1	SHUTE, GARY							
I-000202405010941	US REFUND	R	5/06/2024	48.23		247311		48.23
1	SMITHART, PAIGE							
I-000202405010916	US REFUND	R	5/06/2024	8.99		247312		8.99
1	STANDLEY, MIKE							
I-000202405010927	US REFUND	R	5/06/2024	59.15		247313		59.15
1	STAUFFER, TYLER							
I-000202405010959	US REFUND	R	5/06/2024	57.56		247314		57.56
1	SUMMERS, NICHOLAS							
I-000202405010910	US REFUND	R	5/06/2024	55.31		247315		55.31
1	SUNNY BABE BOUTIQUE							
I-000202405010932	US REFUND	R	5/06/2024	57.56		247316		57.56
1	UNDERWOOD, JESSE							
I-000202405010935	US REFUND	R	5/06/2024	100.00		247317		100.00
1	VAN VOORST, AARON							
I-000202405010912	US REFUND	R	5/06/2024	99.17		247318		99.17
1	VANNOY, ASHLEY N							
I-000202405010936	US REFUND	R	5/06/2024	51.76		247319		51.76
1	VIER, OLIVIA							
I-000202405010933	US REFUND	R	5/06/2024	95.97		247320		95.97
1	WILLIAMS, ALEXIS M							
I-000202405010943	US REFUND	R	5/06/2024	94.72		247321		94.72
				*** VENDOR TOTALS ***		59 CHECKS		12,338.70
000301	MOECKLY FABRICATIONS CO							
I-10382	AIR CHUTE REPAIR - FD	R	5/06/2024	125.00		247429		125.00
				*** VENDOR TOTALS ***		1 CHECKS		125.00
012072	MOLINA HEALTHCARE OF IOWA							
I-AFD33465	REFUND - FD	R	5/06/2024	1,457.69		247430		1,457.69
				*** VENDOR TOTALS ***		1 CHECKS		1,457.69
009920	BRYAN MORRISSEY							
I-4/13-4/16/24	TRAINING EXP REIMBURSEMENTS	E	5/08/2024	1,325.27		009490		1,325.27
				*** VENDOR TOTALS ***		1 CHECKS		1,325.27

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006447	MSA PROFESSIONAL SERVICES INC							
I-003931 #2	PAY 2-WALNUT /ORDNCE RD WTR MN	R	5/06/2024	25,164.73		247431		25,164.73
	*** VENDOR TOTALS ***					1 CHECKS		25,164.73
004149	NBC CONSTRUCTION DOCUMENTATION							
I-#1 FS#4	CONSTRUCTION DOCUMENTATIO	E	5/08/2024	1,971.00		009426		1,971.00
	*** VENDOR TOTALS ***					1 CHECKS		1,971.00
000350	MUNICIPAL SUPPLY INC							
I-0900459-IN	METERS	R	5/06/2024	4,820.00		247432		
I-0901517-IN	METERS	R	5/06/2024	2,270.00		247432		
I-0903163-IN	SEWER SUPPLIES - MU	R	5/06/2024	46.25		247432		
I-0903164-IN	STREET SUPPLIES - PW	R	5/06/2024	295.00		247432		
I-0903848-IN	STREET SUPPLIES - PW	R	5/06/2024	210.00		247432		
I-0903849-IN	METERS	R	5/06/2024	110.00		247432		
I-0903989-IN	SEWER SUPPLIES - MU	R	5/06/2024	309.75		247432		
I-0905130-IN	SEWER SUPPLIES - MU	R	5/06/2024	130.50		247432		8,191.50
	*** VENDOR TOTALS ***					1 CHECKS		8,191.50
003832	KELLY MUNTER							
I-04/10/2024	MILEAGE 04/10/24 MILEAGE	E	5/08/2024	34.84		009424		34.84
	*** VENDOR TOTALS ***					1 CHECKS		34.84
000278	POWERPLAN							
I-2219642	UNIT #240 PARTS	R	5/06/2024	427.56		247433		
I-2224596	UNIT #240 PARTS	R	5/06/2024	331.17		247433		
I-2226693	UNIT #240 PARTS	R	5/06/2024	82.89		247433		841.62
	*** VENDOR TOTALS ***					1 CHECKS		841.62
006325	N B GOLF LLC							
I-72072	BELT - OC	R	5/06/2024	33.58		247434		33.58
	*** VENDOR TOTALS ***					1 CHECKS		33.58
003057	NAPA AUTO PARTS							
C-2986-736279	CR: UNIT #920 PARTS	R	5/06/2024	77.00CR		247435		
C-2986-736356	CR: UNIT #99 PARTS	R	5/06/2024	145.79CR		247435		
C-2986-736770	CR: #274 #244 PARTS	R	5/06/2024	151.02CR		247435		
C-2986-736833	CR: UNIT #114 PARTS	R	5/06/2024	18.00CR		247435		
C-2986-736951	CR: GASKETS - PD	R	5/06/2024	16.95CR		247435		
I-2986-735989	VEHICLE PARTS - FD	R	5/06/2024	25.98		247435		
I-2986-736018	DRY OIL - CG	R	5/06/2024	43.47		247435		
I-2986-736042	UNIT #920 PARTS	R	5/06/2024	386.01		247435		
I-2986-736247	UNIT #922 PARTS	R	5/06/2024	124.25		247435		
I-2986-736256	UNIT #922 PARTS	R	5/06/2024	7.43		247435		
I-2986-736257	UNIT #117 PARTS	R	5/06/2024	20.48		247435		
I-2986-736260	UNIT #922 PARTS	R	5/06/2024	131.93		247435		
I-2986-736281	UNIT #99 PARTS	R	5/06/2024	145.79		247435		
I-2986-736316	UNIT #906 PARTS	R	5/06/2024	119.80		247435		

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I-2986-736382	BATTERIES - CG	R	5/06/2024	58.97		247435		
I-2986-736639	UNIT #99 PARTS	R	5/06/2024	259.65		247435		
I-2986-736705	UNIT #116 PARTS	R	5/06/2024	29.50		247435		
I-2986-736707	UNIT #244 PARTS	R	5/06/2024	50.21		247435		
I-2986-736712	UNIT #244 PARTS	R	5/06/2024	85.02		247435		
I-2986-736740	UNIT #274 PARTS	R	5/06/2024	178.02		247435		
I-2986-736769	LIGHT - CG	R	5/06/2024	12.99		247435		
I-2986-736785	UNIT #114 PARTS	R	5/06/2024	307.99		247435		
I-2986-736846	UNIT #318 PARTS	R	5/06/2024	42.92		247435		
I-2986-736852	OIL/AIR FILTERS - CG	R	5/06/2024	57.13		247435		
I-2986-736908	OIL/FLUID FILTERS - CG	R	5/06/2024	124.94		247435		
I-2986-737068	UNIT #113 PARTS	R	5/06/2024	13.60		247435		
I-2986-737072	UNIT #98 PARTS	R	5/06/2024	187.94		247435		
I-2986-737074	UNIT #96 PARTS	R	5/06/2024	187.94		247435		
I-2986-737383	OIL FILTERS - CG	R	5/06/2024	17.04		247435		
I-2986-737411	OIL FILTERS - CG	R	5/06/2024	79.21		247435		
I-546484	SPOUT - MU	R	5/06/2024	59.98		247435		2,349.43
			*** VENDOR TOTALS ***			1 CHECKS		2,349.43
003164	NILLES ASSOCIATES INC							
I-23035 #4	PAY 4-VNTG BUS PK N LAKE/SYLR	E	5/08/2024	3,586.50		009420		
I-23060 #2	PAY 2-MAG RD/STATE IMP W LEG	E	5/08/2024	7,044.25		009420		10,630.75
			*** VENDOR TOTALS ***			1 CHECKS		10,630.75
005517	NORSOLV SYSTEMS ENVIRONMENTAL							
I-INVNP0238107	SERVICE DM 16 24 WEEK-OCM	E	5/08/2024	271.95		009437		271.95
			*** VENDOR TOTALS ***			1 CHECKS		271.95
012078	NORTH AMERICAN ACQUIRING INC							
I-04/22/2024	CREDIT CARD READERS	R	5/06/2024	1,419.00		247437		1,419.00
			*** VENDOR TOTALS ***			1 CHECKS		1,419.00
011656	NOVELTY PLUS WHOLESALE, INCORP							
I-10109	SAFETY GLOVES - PW	E	5/08/2024	84.65		009472		84.65
			*** VENDOR TOTALS ***			1 CHECKS		84.65
000837	O'REILLY AUTOMOTIVE INC							
I-0295-395112	THREADLOCKER - CG	E	5/08/2024	13.99		009401		
I-0295-396592	STUMP GRINDER BELTS-PKS	E	5/08/2024	78.54		009401		
I-0295-397774	UNIT #256 PARTS	E	5/08/2024	55.31		009401		147.84
			*** VENDOR TOTALS ***			1 CHECKS		147.84
003727	ODP BUSINESS SOLUTIONS, LLC							
I-359808318001	BREAKROOM/OFFICE SUPPLIES-CH	R	5/06/2024	68.91		247438		
I-359809308001	PENS - CH	R	5/06/2024	4.94		247438		
I-360540544001	PENS - PSB	R	5/06/2024	26.32		247438		
I-360905073001	BREAKROOM/OFFICE SUPPLIES-CH	R	5/06/2024	75.80		247438		
I-362421704001	FACIAL TISSUE - KL	R	5/06/2024	85.73		247438		

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I-362480592001	OFFICE SUPPLIES - CH	R	5/06/2024	60.38		247438		
I-362481323001	BREAK ROOM SUPPLIES - CH	R	5/06/2024	4.63		247438		
I-362781735001	PAPER - KL	R	5/06/2024	265.79		247438		
I-363700328001	TAPE - PD	R	5/06/2024	37.98		247438		
I-363700763001	FOLDERS - PD	R	5/06/2024	7.08		247438		
I-363954487001	OFFICE SUPPLIES - FD	R	5/06/2024	113.73		247438		751.29
			*** VENDOR TOTALS ***			1 CHECKS		751.29
007878	OVERDRIVE INC							
I-06497C024092382	MULTIMEDIA -KL	E	5/08/2024	962.27		009446		
I-06497C024094580	MULTIMEDIA - KL	E	5/08/2024	399.40		009446		
I-06497C024114556	MULTIMEDIA-KL	E	5/08/2024	587.28		009446		
I-06497DA24093718	MULTIMEDIA -KL	E	5/08/2024	45.81		009446		
I-06497DA24117234	MULTIMEDIA-KL	E	5/08/2024	167.98		009446		2,162.74
			*** VENDOR TOTALS ***			1 CHECKS		2,162.74
011375	PAR INDUSTRIES LLC							
I-24087-1	ELECTRICAL WORK - HAWKEYE PARK	R	5/06/2024	569.00		247439		
I-24088-1	ELECTRICAL WORK - MIRACLE PARK	R	5/06/2024	678.00		247439		
I-24109-1	ELECTRICAL REPAIRS-PRSC	R	5/06/2024	366.70		247439		1,613.70
			*** VENDOR TOTALS ***			1 CHECKS		1,613.70
009158	PERFORMANCE FOODSERVICE - THOM							
C-7563305	CR: FOOD FOR RESALE-OC	R	5/06/2024	40.61CR		247440		
I-7549317	FOOD FOR RESALE TIN CUP	R	5/06/2024	1,000.70		247440		
I-7555055	FOOD FOR RESALE - OC	R	5/06/2024	688.12		247440		
I-7558344	FOOD FOR RESALE- OC	R	5/06/2024	469.00		247440		
I-7559463	FOOD FOR RESALE-OC	R	5/06/2024	83.22		247440		
I-7560724	FOOD FOR RESALE-OC	R	5/06/2024	704.03		247440		
I-7563994	FOOD FOR RESALE-OC/ACC	R	5/06/2024	555.08		247440		3,459.54
			*** VENDOR TOTALS ***			1 CHECKS		3,459.54
000383	PITNEY BOWES GLOBAL FINANCIAL							
I-3319004655	2/27-5/26/24 METER RENTAL-KL	R	5/06/2024	223.35		247441		223.35
			*** VENDOR TOTALS ***			1 CHECKS		223.35
000384	PITNEY BOWES INC							
I-1025130396	1/31/24-4/29/24 RENTAL - PD	E	5/08/2024	105.00		009390		105.00
			*** VENDOR TOTALS ***			1 CHECKS		105.00
003387	PJ IOWA LC PAPA JOHN'S PIZZA							
I-165230	4/8/24 PIZZA HAWKEYE	R	5/06/2024	7.50		247442		
I-165232	4/10/24 PIZZA HAWKEYE	R	5/06/2024	7.50		247442		
I-165234	4/13/24 PIZZA HAWKEYE	R	5/06/2024	37.50		247442		
I-165236	04/13/24 PIZZA HAWKEYE	R	5/06/2024	22.50		247442		
I-165237	4/14 PIZZA HAWKEYE	R	5/06/2024	22.50		247442		
I-165238	4/15/24 PIZZA HAWKEYE	R	5/06/2024	7.50		247442		
I-165239	04/17/24 PIZZA HAWKEYE	R	5/06/2024	7.50		247442		
I-165240	04/17/2024 PIZZA HAWKEYE	R	5/06/2024	7.50		247442		120.00
			*** VENDOR TOTALS ***			1 CHECKS		120.00

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011708	PLAYAWAY PRODUCTS LLC							
I-458041	MULTIMEDIA -KL	E	5/08/2024	63.94		009473		
I-459506	MULTIMEDIA-KL	E	5/08/2024	397.44		009473		461.38
			*** VENDOR TOTALS ***			1 CHECKS		461.38
000671	PLUMB SUPPLY COMPANY - DM							
I-S100350820.001	SHOWER PARTS - CFAC	R	5/06/2024	408.60		247443		
I-S100356959.001	EYE WASH PARTS - PKS	R	5/06/2024	164.50		247443		573.10
			*** VENDOR TOTALS ***			1 CHECKS		573.10
009386	POMP'S TIRE SERVICE, INC							
I-1400138515	UNIT #250 PARTS	E	5/08/2024	961.72		009457		
I-1400138590	UNIT #921 REPAIRS	E	5/08/2024	864.17		009457		
I-1400138763	UNIT #117 PARTS	E	5/08/2024	230.05		009457		
I-1400139177	UNIT #921 TIRE	E	5/08/2024	150.07		009457		
I-1400139860	TIRES - SQUAD CARS	E	5/08/2024	675.00		009457		
I-1400139883	TIRES - SQUAD CARS	E	5/08/2024	675.00		009457		
I-1400140154	TIRES - WASTE WATER TRAILER	E	5/08/2024	176.00		009457		3,732.01
			*** VENDOR TOTALS ***			1 CHECKS		3,732.01
006390	QUILL CORPORATION							
I-37954353	POP UP NOTES - P&R	R	5/06/2024	25.49		247444		
I-37954896	SHARPIE/PENS - AC	R	5/06/2024	29.66		247444		55.15
			*** VENDOR TOTALS ***			1 CHECKS		55.15
003538	GET SOME GUNS, LLC							
I-1891	RANGE SUPPLIES - PD	R	5/06/2024	276.43		247445		
I-261313	PISTOL - J. WILSON PD	R	5/06/2024	489.50		247445		
I-38180	UNIFORM EQUIP - PD	R	5/06/2024	399.88		247445		1,165.81
			*** VENDOR TOTALS ***			1 CHECKS		1,165.81
003960	RDG IA INC							
I-56697 #16	PAY 16-4MILE CRK TRIBUTYR RSTR	R	5/06/2024	33,549.75		247446		33,549.75
			*** VENDOR TOTALS ***			1 CHECKS		33,549.75
010311	REAL FOOD 4 KIDS							
I-8AE5DCCB-0002	3/19-5/7/24 SPRING COOKING	E	5/08/2024	1,472.00		009464		1,472.00
			*** VENDOR TOTALS ***			1 CHECKS		1,472.00
000587	RED WING SHOE STORE							
I-462-1-67651	BOOTS - R. HULSEBUS	E	5/08/2024	140.00		009397		
I-462-1-67948	BOOTS - CG	E	5/08/2024	140.00		009397		280.00
			*** VENDOR TOTALS ***			1 CHECKS		280.00

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008509	REDBUD LLC							
I-1838	04/15/24-04/19/24 FACILITIES	R	5/06/2024	11,242.55		247447		11,242.55
008509	REDBUD LLC							
I-1846	04/2024 FACILITIES MOWING	R	5/06/2024	6,688.55		247448		6,688.55
			*** VENDOR TOTALS ***			2 CHECKS		17,931.10
005746	WALTER REED							
I-4/12/2024	TRAINING REIMBURSEMENTS	E	5/08/2024	380.02		009484		380.02
			*** VENDOR TOTALS ***			1 CHECKS		380.02
012070	VICKI RICKER							
I-09092024-PEO	OVERPAYMENT REFUND -KL	R	5/06/2024	25.00		247449		25.00
			*** VENDOR TOTALS ***			1 CHECKS		25.00
001985	RIDD X PEST CONTROL							
I-65510	PEST CONTROL - PSB	E	5/08/2024	119.00		009412		119.00
			*** VENDOR TOTALS ***			1 CHECKS		119.00
012068	MATT ROEDING							
I-4/15/24	STORMWATER BMP REIMBURSEMENT	R	5/06/2024	49.50		247450		49.50
			*** VENDOR TOTALS ***			1 CHECKS		49.50
001768	ROGNES CORPORATION							
I-PAY 1-SE3RD UTLTY	PAY 1-SE 3RD ST UTLTY IMP-PH2	R	5/06/2024	121,019.55		247451		121,019.55
			*** VENDOR TOTALS ***			1 CHECKS		121,019.55
006366	ROTELLA'S ITALIAN BAKERY INC							
I-A53272	FOOD FOR RESALE - OC	E	5/08/2024	82.00		009441		
I-A555751	FOOD FOR RESALE - OC	E	5/08/2024	95.32		009441		
I-A58462	FOOD FOR RESALE - OC	E	5/08/2024	63.50		009441		
I-A62938	FOOD FOR RESALE - OC	E	5/08/2024	60.02		009441		300.84
			*** VENDOR TOTALS ***			1 CHECKS		300.84
012048	SAYLORCREEK SAND COM LLC							
I-240122	SAND - TRAFFIC	R	5/06/2024	769.56		247452		769.56
			*** VENDOR TOTALS ***			1 CHECKS		769.56
006963	DAVID SCHUMACHER							
I-4/08/2024	MEAL REIMBURSEMENTS	E	5/08/2024	28.92		009486		28.92
			*** VENDOR TOTALS ***			1 CHECKS		28.92
004842	THE SHERWIN-WILLIAMS CO							
I-9045-8	PAINT-MIRACLE PARK RR	R	5/06/2024	26.49		247453		
I-9093-9	PAINT - MU	R	5/06/2024	375.38		247453		401.87
			*** VENDOR TOTALS ***			1 CHECKS		401.87

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001923	LOCAL GOVERNMENT PROFESSIONAL							
I-2024-IC-0097	MARCH 2024 SUPPLEMENT	E	5/08/2024	284.00		009409		284.00
				*** VENDOR TOTALS ***		1 CHECKS		284.00
011910	IDSC HOLDINGS LLC DBA: SNAP-ON							
I-ARV/61094616	SCANNER UPDATE	E	5/08/2024	1,277.64		009475		1,277.64
				*** VENDOR TOTALS ***		1 CHECKS		1,277.64
000990	SNYDER & ASSOCIATES INC							
I-119.0975.01D #1	PAY 1-NTHLWN UTLTY IMP PH4	E	5/08/2024	19,901.50		009403		
I-120.1113.01 #38	PAY 38-HTT TRNSMSN MN/DRNG	E	5/08/2024	11,709.52		009403		
I-121.0695.01 #33	PAY 33-NE DEL AVE RECON-5TH/18	E	5/08/2024	22,353.93		009403		
I-123.0135.01 #11	PAY 11-ORLBR/CRKVV TRFC SGNL	E	5/08/2024	512.00		009403		
I-123.0251.01 #11	PAY 11-DELRWRE/SE 54TH TRFC SGN	E	5/08/2024	8,292.66		009403		
I-123.0584.01 #7	PAY 7-ANK BVD IMP 1ST TO 11TH	E	5/08/2024	69,310.06		009403		
I-124.0171.01 #3	PAY 3-WATERCREST PARK	E	5/08/2024	10,677.75		009403		142,757.42
				*** VENDOR TOTALS ***		1 CHECKS		142,757.42
008956	SOLARWINDS INC							
I-IN634951	SOLARWINDS RENEWAL	E	5/08/2024	4,439.70		009454		4,439.70
				*** VENDOR TOTALS ***		1 CHECKS		4,439.70
004989	STANARD & ASSOCIATES INC							
I-SA000057585	POLICE POST TESTS - HR	R	5/06/2024	733.00		247454		733.00
				*** VENDOR TOTALS ***		1 CHECKS		733.00
002339	STAPLES CONTRACT & COMMERCIAL							
I-6000597597	FLASHDRIVE - IT	R	5/06/2024	83.98		247455		
I-6000848712	OFFICE SUPPLIES - PD	R	5/06/2024	17.50		247455		
I-6001057486	BATTERIES - PD	R	5/06/2024	58.40		247455		
I-6001243597	DRY ERASER MARKERS - OCM	R	5/06/2024	4.89		247455		164.77
				*** VENDOR TOTALS ***		1 CHECKS		164.77
000474	STATE HYGIENIC LABORATORY AR							
I-275578	3/31/2024 TESTING - MU	E	5/08/2024	1,541.00		009395		1,541.00
				*** VENDOR TOTALS ***		1 CHECKS		1,541.00
004495	THE STATION CORNER INC							
I-2024-8	DRYER REMOVAL - CD	E	5/08/2024	100.00		009428		100.00
				*** VENDOR TOTALS ***		1 CHECKS		100.00
004250	GL DODGE CITY LLC							
I-176112	NEW DODGE DURANGO	R	5/06/2024	44,497.00		247456		
I-176115	NEW DODGE DURANGO	R	5/06/2024	44,497.00		247456		
I-176116	NEW DODGE DURANGO	R	5/06/2024	44,497.00		247456		
I-176120	NEW DODGE DURANGO	R	5/06/2024	44,497.00		247456		177,988.00
				*** VENDOR TOTALS ***		1 CHECKS		177,988.00

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008350	STIVERS FORD							
I-716111/1	#90 REPAIRS	R	5/06/2024	1,583.77		247457		1,583.77
				*** VENDOR TOTALS ***		1 CHECKS		1,583.77
005956	GARRON STRATTON							
I-03/01/2024 MEAL	03/12/24 MEAL	E	5/08/2024	35.00		009485		
I-4/18/2024	MEAL REIMBURSEMENT	E	5/08/2024	15.21		009485		50.21
				*** VENDOR TOTALS ***		1 CHECKS		50.21
003339	STREICHER'S							
I-I1693310	AARON KING BALLISTIC VEST	R	5/06/2024	1,350.00		247458		1,350.00
				*** VENDOR TOTALS ***		1 CHECKS		1,350.00
007400	STRYKER SALES CORPORATION							
I-9205904298	LP 15 AND LUCAS ANNUAL PM	R	5/06/2024	2,114.40		247459		2,114.40
				*** VENDOR TOTALS ***		1 CHECKS		2,114.40
006324	SUN MOUNTAIN SPORTS							
I-1200441	STOCK MERCH FOR RESALE -OC	R	5/06/2024	342.54		247460		342.54
				*** VENDOR TOTALS ***		1 CHECKS		342.54
005743	SWANNIES GOLF APPAREL CO							
I-54468	MERCHANDISE FOR RESALE-OC	R	5/06/2024	1,010.25		247461		1,010.25
				*** VENDOR TOTALS ***		1 CHECKS		1,010.25
011545	SSCW FIRE & SAFETY INC.							
I-24141	SEMI ANNUAL FIRE INSPECTN-ACC	E	5/08/2024	290.00		009469		290.00
				*** VENDOR TOTALS ***		1 CHECKS		290.00
000124	SYSCO IOWA INC							
C-339505169	CR: FOOD FOR RESALE - OC	R	5/06/2024	31.79CR		247462		
C-339505180	CR: FOOD FOR RESALE - OC	R	5/06/2024	35.00CR		247462		
I-339484816	FOOD FOR RESALE-OC	R	5/06/2024	59.83		247462		
I-339486388	FOOD FOR RESALE -OC	R	5/06/2024	555.58		247462		
I-339490323	FOOD FOR RESALE -OC	R	5/06/2024	377.41		247462		
I-339494739	FOOD FOR RESALE-OC	R	5/06/2024	297.51		247462		
I-339502666	FOOD FOR RESALE-OC	R	5/06/2024	223.38		247462		1,446.92
				*** VENDOR TOTALS ***		1 CHECKS		1,446.92
010068	T-MOBILE USA INC							
I-4/21/2024	3/21/24-4/20/24 STATEMENT	R	5/06/2024	1,061.11		247463		1,061.11
				*** VENDOR TOTALS ***		1 CHECKS		1,061.11

VENDOR SET: 01 City of Ankeny  
 BANK: APFNB FIRST NATIONAL BANK AMES  
 DATE RANGE: 4/18/2024 THRU 5/08/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009540	TELEFLEX LLC							
I-9508273216	IO NEEDLES FOR AMBOs	E	5/08/2024	1,115.50		009459		1,115.50
				*** VENDOR TOTALS ***		1 CHECKS		1,115.50
000455	TESDELL ELECTRIC LTD							
I-146906	KITCHEN ELECTRIC	R	5/06/2024	2,344.30		247464		2,344.30
				*** VENDOR TOTALS ***		1 CHECKS		2,344.30
011237	TIM'S CONVENIENCE SERVICES INC							
I-164979	UNIT #99 REPAIRS	R	5/06/2024	358.06		247465		358.06
				*** VENDOR TOTALS ***		1 CHECKS		358.06
011959	SPIN & SPARKLE, LLC							
I-02/29/24-04/25/24	2/29-4/25 TIPPI TOES CLASS	R	5/06/2024	528.00		247466		528.00
				*** VENDOR TOTALS ***		1 CHECKS		528.00
006441	TITAN MACHINERY INC							
I-SO0059115-3	UNIT #934 REPAIRS	R	5/06/2024	663.90		247467		663.90
				*** VENDOR TOTALS ***		1 CHECKS		663.90
010127	TK ELEVATOR CORPORATION							
I-1000604255	5/1-7/31/24 ELEVATOR SVC - PD	E	5/08/2024	482.76		009463		482.76
				*** VENDOR TOTALS ***		1 CHECKS		482.76
003194	TNT LANDSCAPING & NURSERY							
I-80016	TREE REPLACEMENTS	R	5/06/2024	910.00		247468		
I-80147	TREES- CREEKSIDE	R	5/06/2024	675.98		247468		1,585.98
				*** VENDOR TOTALS ***		1 CHECKS		1,585.98
000444	TOMPKINS INDUSTRIES INC							
I-405675403	UNIT #743 PARTS	E	5/08/2024	12.33		009392		12.33
				*** VENDOR TOTALS ***		1 CHECKS		12.33
004713	TRANSIT WORKS							
I-152407	MAGNET FIELD RENEWAL - ENG	R	5/06/2024	815.00		247469		815.00
				*** VENDOR TOTALS ***		1 CHECKS		815.00
011455	TRIVISTA COMPANIES INC							
I-XA100031550:01	#222 PARTS	R	5/06/2024	4,466.68		247470		
I-XA100031816:01	UNIT #222 PARTS	R	5/06/2024	951.45		247470		5,418.13
				*** VENDOR TOTALS ***		1 CHECKS		5,418.13
010088	TRUCK CENTER COMPANIES EAST LL							
I-XA301381586:01	UNIT #220 PARTS	E	5/08/2024	270.59		009462		270.59
				*** VENDOR TOTALS ***		1 CHECKS		270.59

VENDOR SET: 01 City of Ankeny  
 BANK: APFNB FIRST NATIONAL BANK AMES  
 DATE RANGE: 4/18/2024 THRU 5/08/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000468	TRUCK EQUIPMENT INC							
I-314788	#220 #228 BROOMS	E	5/08/2024	2,828.36		009393		
I-314900	UNIT #228 PARTS	E	5/08/2024	242.46		009393		3,070.82
			*** VENDOR TOTALS ***			1 CHECKS		3,070.82
003278	DAVIS EQUIPMENT CORPORATION							
I-JI88404	UNIT #855 FILTER - OCM	E	5/08/2024	43.12		009421		
I-JI88711	UNIT #875 CABLES -OCM	E	5/08/2024	121.52		009421		164.64
			*** VENDOR TOTALS ***			1 CHECKS		164.64
000966	U S BANK							
I-03/24 P-CARD STMT	U S BANK	D	4/18/2024	22,529.54		002475		22,529.54
			*** VENDOR TOTALS ***			1 CHECKS		22,529.54
006209	ULINE INC							
I-176481842	NITRILE GLOVES - PD	R	5/06/2024	227.91		247471		227.91
			*** VENDOR TOTALS ***			1 CHECKS		227.91
008097	UMR REFUNDS							
I-AFD34825/35235	REFUND - FD	R	5/06/2024	300.00		247472		300.00
			*** VENDOR TOTALS ***			1 CHECKS		300.00
000277	UNITED RENTALS (NORTH AMERICA)							
I-231488779-001	SCISSOR LIFT - PRSC	R	5/06/2024	733.66		247473		733.66
			*** VENDOR TOTALS ***			1 CHECKS		733.66
004516	ST LUKE'S HEALTH RESOURCES							
I-224437	APRIL 2024 TESTING	R	5/06/2024	42.00		247474		42.00
			*** VENDOR TOTALS ***			1 CHECKS		42.00
002135	CENTRAL IOWA HOSPITAL CORPORAT							
I-218327	MARCH 2024 SERVICES	R	5/06/2024	7,590.82		247475		7,590.82
			*** VENDOR TOTALS ***			1 CHECKS		7,590.82
012081	US ASSURE INSURANCE SERVICES O							
I-BR78020486	BUILDERS RISK INSURANCE	R	5/06/2024	7,119.00		247476		7,119.00
			*** VENDOR TOTALS ***			1 CHECKS		7,119.00
010036	USCC SERVICES LLC							
I-0645096027	04/02/2024 STATEMENT	R	5/06/2024	598.78		247477		598.78
			*** VENDOR TOTALS ***			1 CHECKS		598.78
000475	UTILITY EQUIPMENT COMPANY							
I-200547114-000	SEWER SUPPLIES - MU	E	5/08/2024	509.34		009396		
I-20057132-000	SEWER SUPPLIES - MU	E	5/08/2024	751.20		009396		1,260.54
			*** VENDOR TOTALS ***			1 CHECKS		1,260.54

VENDOR SET: 01 City of Ankeny  
 BANK: APFNB FIRST NATIONAL BANK AMES  
 DATE RANGE: 4/18/2024 THRU 5/08/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002290	VALMONT INDUSTRIES INC							
I-CD2224755	MAST ARM LOADING REVIEW	R	5/06/2024	1,000.00		247478		
I-CD2228055	VALMONT-STRUCTURAL ANALYS	R	5/06/2024	700.00		247478		1,700.00
			*** VENDOR TOTALS ***			1 CHECKS		1,700.00
005012	VAN-WALL EQUIPMENT INC							
C-6178451	CR: SPACER GUIDE -PRSC	E	5/08/2024	219.37CR		009434		
I-6175975	FILLER CAP/VENT - FD	E	5/08/2024	38.29		009434		
I-6186623	BRACKETS - PRSC	E	5/08/2024	136.02		009434		
I-6193014	UNIT #632 CLEANER PRSC	E	5/08/2024	172.35		009434		
I-6194466	KEY - PRSC	E	5/08/2024	18.50		009434		
I-6201633	UNIT 695 BATTERY - PRSC	E	5/08/2024	145.14		009434		
I-6212746	TINE - OCM	E	5/08/2024	312.00		009434		602.93
			*** VENDOR TOTALS ***			1 CHECKS		602.93
012066	VERSATERM PUBLIC SAFETY US INC							
I-INV37-00444	BLUETEAM ANNUAL MAINT	E	5/08/2024	1,102.50		009482		1,102.50
			*** VENDOR TOTALS ***			1 CHECKS		1,102.50
012082	VIRGINIA WALTERS							
I-04/25/24	STORMWATER BMP REIMBURSEMENT	R	5/06/2024	75.00		247479		75.00
			*** VENDOR TOTALS ***			1 CHECKS		75.00
002569	WASTE CONNECTIONS INC							
I-3650060T071	4/1-4/30/24 SVCS - FS#2	R	5/06/2024	63.25		247480		
I-3650061T071	4/1-4/30/24 SVCS - FS#1/ACC	R	5/06/2024	276.34		247480		
I-3650062T071	4/1-4/30/24 SVCS - FS#3	R	5/06/2024	63.25		247480		
I-3650065T071	04/2024 WASTE SVCS - OC PRO	R	5/06/2024	333.55		247480		
I-3650066T071	04/2024 WASTE SERVICES -OCM	R	5/06/2024	94.88		247480		
I-3650067T071	4/1-4/30/24 SVCS - MAINT FAC	R	5/06/2024	292.32		247480		
I-3650068T071	04/2024 WASTE SVCS PRSC	R	5/06/2024	302.99		247480		
I-3650069T071	04/2024 WASTE SVCS - PKS MNT	R	5/06/2024	252.99		247480		
I-3650070T071	4/1-4/30/24 SVCS - PD	R	5/06/2024	63.25		247480		
I-3650072T071	04/2024 WASTE SVCS - PRSC	R	5/06/2024	333.55		247480		
I-3650075T071	4/1-4/30/24 SVCS - WASTEWATER	R	5/06/2024	96.96		247480		2,173.33
			*** VENDOR TOTALS ***			1 CHECKS		2,173.33
007822	WEE'S TEES LLC							
I-16829	UNIFORMS -PRSC	R	5/06/2024	707.74		247481		
I-16923	UNIFORMS - PRSC	R	5/06/2024	431.20		247481		
I-17040	UNIFORMS -PRSC	R	5/06/2024	157.40		247481		
I-17119	UNIFORMS -PRSC	R	5/06/2024	21.44		247481		1,317.78
			*** VENDOR TOTALS ***			1 CHECKS		1,317.78

VENDOR SET: 01 City of Ankeny  
 BANK: APFNB FIRST NATIONAL BANK AMES  
 DATE RANGE: 4/18/2024 THRU 5/08/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011799	WHITE CAP, LP							
I-50026150268	REZIWELD -PKS	R	5/06/2024	67.43		247482		67.43
				*** VENDOR TOTALS ***		1 CHECKS		67.43
005120	JAMES R. WILSON							
I-12/08/2023	MEAL REIMBURSEMENT	R	5/06/2024	35.20		247483		35.20
				*** VENDOR TOTALS ***		1 CHECKS		35.20
002397	WINTER EQUIPMENT COMPANY INC							
I-IV59171	CURB GUARDS	R	5/06/2024	9,988.48		247484		9,988.48
				*** VENDOR TOTALS ***		1 CHECKS		9,988.48
012073	JAN YEGGE							
I-4/19/2024	STORMWATER BMP REIMBURSEMENT	R	5/06/2024	69.49		247485		69.49
				*** VENDOR TOTALS ***		1 CHECKS		69.49
009306	STEVEN YOUNG							
I-4/18/2024	MEAL REIMBURSEMENTS	R	5/06/2024	75.13		247486		75.13
				*** VENDOR TOTALS ***		1 CHECKS		75.13
011416	MICHELLE LEE YUSKA							
I-4/19/2024	MILEAGE/MEAL REIMBURSEMENTS	E	5/08/2024	106.93		009494		106.93
				*** VENDOR TOTALS ***		1 CHECKS		106.93
008820	SIOUXLAND TURF PRODUCTS INC							
I-190352	HEALTHY GRO - OCM	E	5/08/2024	250.00		009452		
I-190376	FUNGICIDE-OCM	E	5/08/2024	2,020.00		009452		
I-190757	GRASS SEED-PRSC	E	5/08/2024	1,250.00		009452		
I-191751	TURF RX MICRO-OCM	E	5/08/2024	832.00		009452		4,352.00
				*** VENDOR TOTALS ***		1 CHECKS		4,352.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	222	1,990,689.67	0.00	1,990,689.67
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	22,529.54	0.00	22,529.54
EFT:	115	1,337,608.62	0.00	1,337,608.62
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

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 4/18/2024 THRU 5/08/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APFNB TOTALS:	338	3,350,827.83	0.00	3,350,827.83
BANK: APFNB TOTALS:	338	3,350,827.83	0.00	3,350,827.83
REPORT TOTALS:	338	3,350,827.83	0.00	3,350,827.83



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:  
Exercise Financial Discipline

ACTION REQUESTED:  
Resolution

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to approve **RESOLUTION** authorizing the purchase of a backup generator for Fire Station No. 4.

EXECUTIVE SUMMARY:  
This item authorizes the City Manager to execute a cooperative purchase agreement and issue a purchase order with Ziegler through Sourcewell cooperative purchasing contract for the purchase and delivery of a backup generator for the Fire Station No. 4 project in the amount of \$80,783.00. This system will be installed with the construction of Fire Station No. 4 once delivered.

FISCAL IMPACT: **No**  
Funding for the construction of Fire Station No. 4 and this specific item were specifically included in the 2024 - 2028 city council approved capital improvement program.

CITY MANAGER'S RECOMMENDATIONS:  
Authorize the City Manager to execute a cooperative purchase agreement and issue a purchase order to Ziegler Inc for the acquisition of a backup generator for Fire Station No. 4 in the amount of \$80,783.00

using Sourcewell contract #092222-CAT.

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

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ATTACHMENTS:

Click to download
<a href="#">Resolution</a>
<a href="#">Proposal</a>

**RESOLUTION 2024-**

**A RESOLUTION AUTHORIZING THE PURCHASE OF AN EMERGENCY  
GENERATOR FOR FIRE STATION NO. 4**

WHEREAS, the City of Ankeny desires to purchase an emergency generator for the future fire station no. 4 facility that is currently under construction; and

WHEREAS, the City of Ankeny is member #67120 of the Sourcewell purchasing cooperative; and

WHEREAS, in accordance with the City's purchasing policy, Sourcewell is an approved means of procuring goods, supplies, services, equipment, and materials;

WHEREAS, Sourcewell has competitively solicited and received bids for many goods, services and supplies, including emergency generators; and

WHEREAS, Ziegler Inc. has an approved contract for Sourcewell members to utilize when purchasing equipment, including emergency generators, contract #092222-CAT; and

WHEREAS, the price to purchase an emergency generator with Ziegler Inc. is \$80,783.00 and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that:

1. The proposal from Ziegler Inc. in the amount of \$80,783.00 is hereby accepted; and
2. The City Manager or designee is hereby authorized to issue a purchase order to Ziegler Inc. for the emergency generator, under the Sourcewell contract #092222-CAT.

**PASSED AND APPROVED** this 6<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Yuska, City Clerk

Proposal by

Date: April 15, 2024



Proposal No. EPG2024-31326879  
REV 04

357 SE 15<sup>th</sup> Street  
Des Moines, IA 55379

To: *City of Ankeny*

Re: **Caterpillar Generator Proposal  
Ankeny Fire Station #4**

Attn: **Mike Schrock**

*WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS*

QUANTITY: One (1) New Caterpillar Diesel Outdoor Generator Package

MODEL: C4.4 GCABR

RATING: 80 kW, 100 kVA, Standby Power, 120/208 volt, 3 phase, 60 HZ, Standby

BREAKER: One (1) 400A, LSI, Aux Contacts, Shunt Trip, 100% Rated

ATS: One (1) 200 AMP, ASCO 300 Series, Open Transition, NEMA 3R Enclosed  
One (1) 104 AMP, ASCO 300 Series, Open Transition, NEMA 3R Enclosed

CONNECT CAB: TRYSTAR Dual Purpose Docking Station. 400 AMP

WARRANTY: Five (5) Year Warranty

MONITORING: Product Link PLG444 (RAM) Included

**TOTAL PRICE: \$80,783.00\***  
Quote Valid for 30 Days **Sourcewell Contract # 67120**

- \* Please refer to the attached Bill of Material.
- \* Price does not include state or local sales and/or use tax.
- \* **Delivery Jobsite on truck - included in final billing**

**APPROXIMATE SHIPPING DATE:** 18-20 weeks (generator) ATS 20 Weeks after submittal approval

**F.O.B** Ziegler

**TERMS:** Net 20. 95% at Ready To Ship, 5% after start-up

***THIS PROPOSAL SUBJECT TO ALL PROVISIONS OF THE CONTRACT AND WARRANTY ON REVERSE SIDE***

**ACCEPTED:**

*Respectfully submitted,*  
**ZIEGLER INC.**

By *Steve Thomas*

Steve B. Thomas, Sales Engineer

By \_\_\_\_\_ Subject to approval by

APPROVED:

**ZIEGLER INC.**

Its \_\_\_\_\_ By \_\_\_\_\_

**BILL OF MATERIAL**

**EPG2024-31326879**

**REV 04**

**- 2 -**

**PACKAGED GENERATOR SET**

Caterpillar heavy-duty diesel

Model C4.4

Direct injected, turbocharged-air to air after cooled

**AIR INLET SYSTEM**

Air cleaner, regular duty, with service indicators

After-cooler core, copper nickel construction

Turbochargers, single stage

**COOLING SYSTEM**

Radiator, base mounted

Fan, blower type, fan guards

Fan drive

Thermostats and housing

Integral fuel cooler

Jacket water heater

**EXHAUST SYSTEM**

Exhaust manifold, dry, round flanged outlet

Exhaust silencer

Exhaust heat shields on turbo and manifolds at engine

Exhaust flex connector

**FLYWHEEL AND FLYWHEEL HOUSING**

Flywheel, SAE No. 1

Flywheel housing, SAE No. 1

SAE standard rotation

**FUEL SYSTEM**

Fuel filters, with service indicators

Fuel transfer pump

Fuel check valve

Fuel lines, flexible and braided high pressure

**GENERATOR AND GENERATOR ATTACHMENTS**

Brushless Caterpillar, Permanent Magnet Excitation

Cat IVR voltage regulator

Breakers:

One (1) 400A, 100% rated, LSI trip

**BILL OF MATERIAL**

**EPG2024-31326879**

**REV 04**

**- 3 -**

**INSTRUMENTATION AND CONTROLS**

Generator mounted control panel, NFPA 110, Level 1

Controls including:

Caterpillar ADEM control system

RS485 Communication port

4-line back-lit LCD text display

Five-key menu navigation

LCD alarm indication

Front panel configuration with PIN protection

3-phase generator sensing and protection

Generator current and power monitoring (kW, kvar, kVA, pf)

kW and kvar overload and reverse power alarms

Over current protection

Unbalanced load protection

Fuel and start outputs configurable when using

CAN Support for 0 V to 10 V & 4 mA to 20 mA sensors

CAN, MPU and alternator frequency speed sensing in one variant

Real time clock

Engine idle control for starting & stopping

Fuel usage monitor and low fuel level alarms

3 configurable maintenance alarms

Remote annunciator, NFPA 110, Level 1, 16 light

**GOVERNING SYSTEM**

CAT Electronic Governor (ADEM 3) load sharing with other existing gen sets

**LUBE SYSTEM**

Crankcase breather,

Oil cooler

Oil filler and dipstick

Oil filter, RH

Oil pump, gear driven

Oil pan

Lubricating oil, Cat CXP, SAE 15-40, CD

**MOUNTING SYSTEM**

Rail base, engine-generator-radiator length

Linear vibration isolators between base frame and engine generator

**PROTECTION SYSTEM**

Safety shutoff protection, energized to shut off

**STARTING SYSTEM**

Starter motor

Alternator

Battery, lead acid, low maintenance CAT industrial batteries,

Battery cables and rack, corrosion resistant

Battery charger, float/equalize type, 10 ampere

**BILL OF MATERIAL**

**EPG2024-31326879**

**REV 04**

**- 4 -**

**GENERATOR ENCLOSURE**

Weather protective Sound Attenuation.

Color-Cat White

14 gauge cold rolled steel with acoustical and thermal insulation

Access doors, with stainless steel hinges, gasketed doors

Critical grade silencer mounted inside enclosure

24-hour double wall sub base fuel tank with leak detection

**SWITCHGEAR:**

One (1) 200 AMP, ASCO 300 Series, Open Transition, NEMA 3R Enclosed

One (1) 104 AMP, ASCO 300 Series, Open Transition, NEMA 3R Enclosed

**CONNECTION CABINET:**

GDS-6 Dual Purpose Docking Station

400 Amps

3 - 120/208 (3H+N+G) Black, Red, Blue, White, Green

ETL Listed to UL 1008 Standards, UL 50 Listed,

65KaIC Nema 3R - Aluminum Construction

**TEMPORARY CONNECTIONS:**

2 Sets of 16 Series Male Camlocks per Phase, Neutral (if applicable), and 1 Ground

\*\*Connections behind Kirk Key Interlocked Door

2 Sets of 16 Series Female Camlocks per Phase, Neutral (if applicable), and 1 Ground

**PERMANENT CONNECTIONS:**

Permanent Line: 2 x 600MCM Mechanical Lug Per Phase, Neutral (if applicable) and Ground

Permanent Load: 2 x 600MCM Mechanical Lug Per Phase, Neutral (if applicable) and Ground

**STANDARD FEATURES**

Nema 3R - Aluminum Construction Hammer Gray Powdercoat

Silver Plated Copper

Busbar Phase Rotation

Monitor

Cable Theft Prevention

System Wall Mount

Enclosure

# **BILL OF MATERIAL**

**EPG2024-31326879**

**REV 04**

**- 5 -**

## **Additional Standard Features**

K - Kirk Key Interlock Between CamLok Access and Permanent Breaker

Adders and Accessories

A -Two Wire Auto Start

C -Battery Charger Receptacle 20A GFCI 125V

D -Block Heater Receptacle 30A L5-30

125V N -Strip Heater & Thermostat

Q -Load Dump Receptacle

## **ZIEGLER SERVICES**

Submittal drawings

Technical data, engine, generator, radiator and all ancillary equipment

Reliability Certifications

Drawings, schematics, wiring diagrams

Technical Assistance- Coordinate through Ziegler Project Manager

Testing

Prototype testing

Production, factory testing

Alternator Factory Test Report

Start up and field-testing

Testing on site using native load

24-hour parts and emergency service

Operation and Maintenance manuals

Personnel training

## **NOTES**

Ziegler limits the scope of supply for this quotation to the equipment and services listed. Equipment not listed is assumed to be provided by others.

Preventative maintenance options available for purchase.

Ziegler cannot provide air emission permits for customers. We will provide emission information on the Caterpillar engine to the owner to aid in the permitting process.

Orders are subject to re-stocking charges if cancelled after release for production.

State and local permits for fire, air, fuel tanks or building permits are not included and provided by others.

Start-up labor is to be performed during normal business hours, Monday through Friday 7:30 am to 4:00 pm.

Training is to be performed at the end of start-up. Additional trips or delays required or requested due to contractor delay and/or issues with equipment not provided from Ziegler Power Systems will be billed at published field service rates.

Field service technician availability is based upon Ziegler service operations and workload scheduling.

Please allow 2-3 weeks within your project/construction schedule for technician availability from point of notice to Ziegler in coordinating services.

# BILL OF MATERIAL

EPG2024-31326879

REV 04

- 6 -

## TERMS

By purchasing or financing the equipment listed on page 1 (collectively, "Products"), Purchaser hereby agrees to the preceding and following terms (collectively, "Terms"). **Seller respectfully rejects any terms submitted by Purchaser not contained herein.** Purchaser may issue a purchase order or similar document for administrative purposes only, and any terms in any such document are rejected, not binding, and are of no force or effect.

**1. ACCEPTANCE.** All sales are subject to Seller's availability of Products. The prices quoted are subject to change to those in effect at the time of shipment. Seller may accept or reject this Agreement and will not be required to give any reason for rejection. For purposes hereof, "Agreement" means, collectively, page 1 attached hereto, the Bill of Material, and these Terms.

**2. ORDER CANCELLATION.** Purchaser may suspend or cancel any accepted order upon written approval from Seller, such approval not to be unreasonably withheld, conditioned, or delayed. If Purchaser cancels an accepted order, in whole or in part, Purchaser agrees to pay Seller the reasonable costs and expenses (including all commitments to suppliers and subcontractors) for all direct or indirect expenses incurred by Seller prior to receiving Purchaser's cancellation notice. In addition, a cancellation fee of 15% of the Total Price Package as identified on the first page shall be paid by Purchaser. For orders identified as Custom Orders on the first page, Purchaser will pay a cancellation fee equal to the Total Price Package.

**3. PERMITS.** Purchaser is responsible for obtaining any applicable federal, state or local permits, licenses, franchises, approvals, authorizations, registrations, certificates, and similar rights (collectively, "Permits") necessary for the ownership and operation of Products, including, but not limited to, fire, air, fuel tanks or building permits. Seller will not obtain or provide any Permits, including, but not limited to, air emission permits, for or on behalf of Purchaser.

**4. EXCLUSIONS.** Unless otherwise stated on page 1, Purchaser is responsible for: (1) adequate site conditions and security, (2) off-loading and placement of Products, including, but not limited to, rigging, crane, or other equipment for removal from delivery truck or placement on pad, (3) mechanical and electrical installation, (4) arc-flash study or similar engineering requirements, (5) scheduled maintenance and fuel costs, including initial fuel fill or fuel testing, (6) pad or enclosure, (7) removal or disposal of existing equipment, and (8) any and all other equipment or services not expressly listed on the Bill of Material attached hereto.

**5. SERVICES.** Unless otherwise stated on page 1, any Services will be performed during normal business hours of Seller, meaning Monday through Friday, 7:30am to 4:00pm. Additional trips or delays required or requested due to Purchaser delay or issues with services or equipment not provided from Seller will be billed at published field rates.

**6. PAYMENT.** Purchaser will pay Seller the compensation described on page 1, plus expenses as outlined in this Agreement. Unless specifically stated otherwise in this Agreement, payment terms are NET 20 from the date of invoice. Unless prohibited by law, failure to make timely payments shall result in default and a late fee of 1.5% per month (18% annual), which will be assessed on all past due amounts until paid in full. Any payments made will first be applied toward the late fee, then toward the past amount due. Seller reserves the right to discontinue any or all Services, or terminate this Agreement in whole or in part, at Seller's discretion, upon Purchaser's failure to pay or comply with payment requirements. All undisputed amounts due under this Agreement will be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**7. CHANGES.** Seller shall supply the Products and/or Services within the scope described in this Agreement. If changes are needed or additional Products and/or Services are requested by Purchaser, Seller and Purchaser will discuss the additional Products and/or Services, and the amount of Seller's compensation will be equitably adjusted. A verbal commitment or authorization by Purchaser to purchase Products and/or perform Services outside of the initial scope will be binding on Purchaser and will entitle Seller to additional compensation. Any Product orders and/or Services performed outside of the original scope at the direction of the Purchaser will be deemed to be included under this Agreement.

**8. TAXES.** Purchaser agrees to pay all taxes, assessments, licenses, and governmental charges of any kind resulting on account of Purchaser's purchase, possession, or use of Products or Services, except as otherwise provided in Section 24.

**9. FINANCING.** If Purchaser finances Products, Seller's acceptance of this Agreement is subject to the approval of Seller's or Purchaser's lender, and Purchaser will sign any security agreement and financing statement required by such lender.

**10. ADDITIONAL DOCUMENTATION.** On Seller's reasonable request, Purchaser will, at its expense, sign and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement or otherwise reasonably required by Seller. If Purchaser fails to sign and deliver such documents or instruments to Seller, the entire balance for the Products sold and Services performed under this Agreement will, upon Seller's tender of performance and at Seller's option, become immediately due and payable.

**11. SECURITY INTEREST.** To secure Purchaser's prompt and complete payment of any present and future indebtedness of Purchaser to Seller under this Agreement, or any document or instrument signed in connection with this Agreement, Purchaser hereby grants Seller a security interest in Products, wherever located, whether now existing or hereafter arising from time to time, and all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Purchaser acknowledges that the security interest granted under this Section 11 is a purchase-money security interest under applicable law. Seller may file a financing statement to perfect the security interest, and Purchaser will sign any statements or other documents necessary to perfect Seller's security interest. Purchaser also authorizes Seller to sign, on Purchaser's behalf, statements or other documentation necessary to perfect Seller's security interest. Seller may exercise all rights and remedies of a secured party under applicable law.

**12. TITLE AND RISK OF LOSS; DELIVERY.** Title and risk of loss to Products passes to Purchaser upon Delivery. "Delivery" occurs upon Seller's delivery of the Products to the carrier in the event of shipment, or Purchaser's receipt of Products at Seller's location.

**13. SHIPMENT.** Unless otherwise specified on page 1, Products will be shipped to Purchaser's address set forth on page 1 via carriers selected by Seller. Seller shall not be liable for any delays, loss or damage in transit.

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**14. INDEMNIFICATION.** Purchaser will indemnify Seller, and their respective officers, directors, partners, members, shareholders, employees, agents, affiliates, subsidiaries, successors, and permitted assigns, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Purchaser or its officers, directors, employees, or agents. Subject to the limitations set forth in this Agreement, Seller will indemnify Purchaser and its respective officers, directors, employees, agents, assigns and successors, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this agreement by Seller or its officers, directors, employees, or agents in the performance and furnishing of the services.

**15. INSURANCE.** Upon Delivery, and at all times thereafter while there is any balance due under this Agreement, Purchaser agrees, at its own expense, to have and keep Products insured against loss by fire, theft, collision, vandalism, and any other hazard as Seller may require by an insurance company acceptable to Seller and in an amount no less than the balance due under or in connection with this Agreement. On Seller's request, Purchaser will provide Seller with a Certificate of Insurance from Purchaser's insurer evidencing the coverages specified in this Section 15. Purchaser agrees to provide Seller with 10 business days' advance notice in the event of cancellation or a material change in any of its policies. Seller will maintain in full force and effect throughout the term of this Agreement the following forms of insurance: (a) worker's compensation and occupational disease insurance within statutory limits; (b) commercial general liability insurance, including products and completed operations, contractual liability, and personal injury, written on an occurrence basis, with limits not less than a combined single limit per occurrence of \$1,000,000 and \$2,000,000 general aggregate for bodily injury and property damage; \$1,000,000 aggregate for products/completed operations; and \$1,000,000 per person for personal injury/advertising injury; (c) automobile liability insurance for vehicles owned or operated by Seller, its employees or agents, with combined bodily injury and property damage limits of liability of no less than \$1,000,000 per occurrence; and (d) excess liability insurance over that required in items (a), (b) and (c) above, under the umbrella form, with a limit of liability of no less than \$1,000,000 each occurrence. Upon written request, Seller will provide to Purchaser a Certificate of Insurance evidencing Seller's compliance with such insurance requirements. All such policies will be maintained in full force and effect during the term of this Agreement, and will not be permitted to lapse, or be canceled, altered or amended without prior written notice having been furnished to Purchaser.

**16. BILL AND HOLD.** If Purchaser requests to be billed prior to Delivery, in its determination, notwithstanding any provisions to the contrary herein, Purchaser assumes all risk of ownership and liability for Products as of the date of the invoice, including insuring Products in accordance with Section 15. Purchaser shall indemnify, hold harmless, and defend Seller and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted assigns against any loss or damage to Products between the invoice date and the date and time of Delivery. In this instance, Purchaser acknowledges, other than Delivery, the transaction with respect to Products is complete, and there are no outstanding obligations preventing Delivery.

**17. DAMAGES; MAXIMUM LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENCHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRODUCTS OR SERVICES, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS OR SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED \$500,000 OR THE TOTAL OF THE AMOUNTS PAID TO SELLER UNDER THIS AGREEMENT, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

**18. WARRANTY.** New Products are subject to a warranty ("Warranty") as provided by the manufacturer, which will either be included in a written warranty statement with the Product or the manufacturer's standard warranty in force when the Product is delivered to Purchaser. The Warranty extends only to parts or attachments sold by manufacturer, and Purchaser's failure to follow warranty conditions may result in voiding the Warranty. Neither manufacturer nor Seller will be responsible for any other warranty. All used Products are sold "as is with all faults," and no warranty. Services performed by Seller are subject to Seller's Service Department Labor Warranty, as it exists from time to time, and available upon request.

**19. WARRANTY LIMITATIONS.** Notwithstanding the provisions of Section 18, a Warranty does not apply where Products: (a) are subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller or manufacturer; (b) have been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative; or (c) have been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Notwithstanding anything in this Agreement to the contrary, Seller's liability under any Warranty is discharged, in Seller's sole discretion and at its expense, by repairing or replacing any defective Products, or crediting or refunding the price of any defective Products, less any applicable discounts, rebates, or credits.

**20. WARRANTY DISCLAIMER.** EXCEPT FOR THE WARRANTY AND SELLER'S SERVICE DEPARTMENT LABOR WARRANTY SET FORTH IN SECTION 18, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ARE EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF.

**21. DATA AND PRIVACY.** Seller and its partners, affiliates, subsidiaries, and third parties, including, but not limited to, suppliers, manufacturers, dealers, and service providers (collectively, "Seller Parties"), collect and share information relating to products, services, and customers as detailed in Seller's Privacy Policy located at [www.zieglercat.com/privacy](http://www.zieglercat.com/privacy) as well as applicable manufacturers' statements, which are hereby incorporated into this Agreement by this reference. Manufacturers' statements may

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be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to collect, process, and assess information, such as equipment locations, operating hours, health of equipment, and basic utilization (collectively, "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Seller Parties with a legitimate business reason to access the information, including, but not limited to, providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Purchaser understands that Telematics or other tools, as applicable, may have been activated on Products by Seller or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Purchaser upon request. Purchaser consents to the collection, use, storage, processing, sharing, and disclosure of such information by Seller Parties in accordance with this Agreement, Seller's Privacy Policy, and applicable manufacturers' statements.

**22. INTELLECTUAL PROPERTY.** All intellectual property rights in the Products, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design registrations, whether are not copyrightable, trade secrets, and all other intellectual property rights related to or associated with Products (collectively, "Intellectual Property") are the sole and exclusive property of manufacturer. Purchaser will not acquire any ownership interest in any Intellectual Property under this Agreement. If Purchaser acquires any Intellectual Property rights in or relating to any Products by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to manufacturer or its licensors, as the case may be, without further action by either party.

**23. CONFIDENTIALITY.** Neither party shall disclose or otherwise make available to any other person or entity, or use other than in connection with performance of this Agreement, the contents of this Agreement or any other documents, data or information previously delivered or to be delivered to the other party in connection herewith, except as such disclosure may be required by governmental or regulatory authorities. Information may be divulged to other parties upon prior written consent from the disclosing party.

**24. INDEPENDENT CONTRACTOR.** The parties agree that Purchaser and Seller will be independent contractors, and neither Seller nor its employees will be considered employees of Purchaser. It is understood and agreed that nothing herein is intended nor shall be construed to create an employer/employee, partnership, or joint venture relationship between Purchaser and Seller. Purchaser will not deduct from any payment to Seller hereunder any income tax, FICA payments, or any other expenses, unless required by law. Payment of federal income tax, FICA payments and state income taxes relating to Seller's employees or its income are the responsibility of Seller. Purchaser agrees and acknowledges that neither it nor any of its employees, agents or representatives has any right or authorization, express or implied, to act for Seller or incur, assume or create any obligation, responsibility, or liability on behalf of Seller or make any representations or warranties concerning Seller, Products, or Services in the name of or on behalf of Seller or bind Seller in any manner whatsoever.

**25. ENTIRE AGREEMENT; AMENDMENT.** An order will not be binding upon Seller until it is accepted in writing by an authorized representative of Seller. Purchaser may not revoke its purchase of Products. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, regarding such subject matter. No modification of this Agreement is effective unless it is in writing and signed by each party.

**26. FORCE MAJEURE.** Neither party will be liable to the other party, and will not be deemed to have breached this Agreement, for any failure or delay in performing any term of this Agreement, to the extent the failure or delay is caused by or results from acts beyond a party's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, cyber-attacks, riot or other civil unrest, insurrection, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, epidemics or pandemics, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on a party's ability to perform will absolve such party from any liability to the other party.

**27. ASSIGNMENT.** This Agreement shall not be assignable by either party without the prior written consent of the other party, provided that Seller may use subcontractors to perform portions of the Services at Seller's sole discretion. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

**28. NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified first-class mail, postage prepaid, or commercial overnight delivery service to the address listed above for the party to whom notice is to be given, and shall be effective upon delivery if hand-delivered, three (3) days after mailing, if mailed, or one (1) day after delivery to a commercial overnight delivery service.

**29. WAIVER.** No waiver of any provisions of this Agreement will be deemed a waiver of any other provisions, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

**30. SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and will in no way be affected, impaired or invalidated.

**31. DISPUTES.** Purchaser shall pay Seller's legal fees, court costs, and any other costs of recovery incurred in enforcing the terms of this Agreement. This Agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this Agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Seller, in its sole discretion, commences proceedings in a different jurisdiction or venue.

**32. UCC.** All terms used but not defined in this Agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC"), have the meanings set forth in the UCC, and such meanings will automatically change at the time any amendment to the UCC, which changes such meanings, becomes effective.

**33. COUNTERPARTS.** This Agreement may be separately signed by Seller and Purchaser in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same Agreement.

**34. ELECTRONIC SIGNATURES.** Purchaser agrees that the Electronic Signatures (whether digital or encrypted) included in this Agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means

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any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of a truck chassis for Public Works Department single axle snow plow truck (replace existing trucks #232).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

The purchase of a single axle snow plow truck is included in the approved FY 2025 budget.

CITY MANAGER'S RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing the purchase of a chassis for the single axle snow plow truck as specified.

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:

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**RESOLUTION**

**RESOLUTION AUTHORIZING THE PURCHASE OF A CHASSIS FOR PUBLIC WORKS DEPARTMENT SINGLE AXLE SNOW PLOW TRUCK**

**WHEREAS**, the City of Ankeny desires to purchase a truck chassis which will be used for a new single axle snow plow truck to replace existing truck #232 for the Public Works Department, and;

**WHEREAS**, the City of Ankeny is a member of Sourcewell, member #67120, the (Contract #060920-NVS) estimated price for the purchase of a truck chassis with O'Halloran International, is \$126,867.00 and;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ankeny, Iowa, that the proposal from O'Halloran International, in the amount of \$126,867.00 is hereby accepted.

**BE IT FURTHER RESOLVED** by the City Council that the City Manager is hereby authorized to issue a purchase order from FY 2025 funds for the estimated purchase price (\$126,867.00), plus up to 10% of the estimated purchase price (\$12,686.00) for potential increases in the cost of the truck due to market conditions, to facilitate the purchase of said truck chassis.

**DATED** at Ankeny, Iowa, this 6<sup>th</sup> day of May, 2024.

---

Mark E. Holm, Mayor

ATTEST:

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Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of a dump body, plow components, and build of a single axle snow plow truck for the Public Works Department (replace existing truck #232).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

The purchase of a single axle snow plow truck is included in the approved FY 2025 budget.

CITY MANAGER'S RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing the purchase of a dump body, plow components, and build of the single axle snow plow truck as specified.

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:

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**RESOLUTION**

**RESOLUTION AUTHORIZING THE PURCHASE OF A DUMP BODY, PLOW COMPONENTS, AND A BUILD OF A SINGLE AXLE SNOW PLOW TRUCK FOR THE PUBLIC WORKS DEPARTMENT**

**WHEREAS**, the City of Ankeny desires to purchase a dump body, plow components, and a build of a new single axle snow plow truck to replace existing truck #232 for the Public Works Department, and;

**WHEREAS**, the City of Ankeny is a member of Sourcewell, member #67120, the (Contract #080818-HPI) estimated price for the purchase of a dump body, plow components, and build with Henderson Products, Inc., is \$185,862.00, and;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ankeny, Iowa, that the proposal from Henderson Products, Inc., in the amount of \$185,862.00 is hereby accepted.

**BE IT FURTHER RESOLVED** by the City Council that the City Manager is hereby authorized to issue a purchase order from FY 2025 funds for the estimated purchase price (\$185,862.00) plus up to 10% of the estimated purchase price (\$18,586.00) for potential increases in the cost of the truck due to market conditions, to facilitate the purchase of said dump body, plow components, and build of a single axle snow plow truck.

**DATED** at Ankeny, Iowa, this 6<sup>th</sup> day of May, 2024.

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of a truck chassis for Public Works Department tandem axle snow plow truck.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

The purchase of a tandem axle snow plow truck is included in the approved FY 2025 budget.

CITY MANAGER'S RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing the purchase of a chassis for the tandem axle snow plow truck as specified.

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:

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**RESOLUTION**

**RESOLUTION AUTHORIZING THE PURCHASE OF A CHASSIS FOR A PUBLIC WORKS DEPARTMENT  
TANDEM AXLE SNOW PLOW TRUCK**

**WHEREAS**, the City of Ankeny desires to purchase a truck chassis which will be used for a new tandem axle snow plow truck for the Public Works Department, and;

**WHEREAS**, the City of Ankeny is a member of Sourcewell, member #67120, the (Contract #060920-NVS) estimated price for the purchase of a truck chassis with O'Halloran International, is \$140,591.00, and;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ankeny, Iowa, that the proposal from O'Halloran International, in the amount of \$140,591.00 is hereby accepted.

**BE IT FURTHER RESOLVED** by the City Council that the City Manager is hereby authorized to issue a purchase order from FY 2025 funds for the estimated purchase price (\$140,591.00), plus up to 10% of the estimated purchase price (\$14,059) for potential increases in the cost of the truck due to market conditions, to facilitate the purchase of said truck chassis.

**DATED** at Ankeny, Iowa, this 6<sup>th</sup> day of May, 2024.

---

Mark E. Holm, Mayor

ATTEST:

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Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of a dump body, plow components, and build of a tandem axle snow plow truck for the Public Works Department.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

The purchase of a tandem axle snow plow truck is included in the approved FY 2025 budget.

CITY MANAGER'S RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing the purchase of a dump body, plow components, and build of the tandem axle snow plow truck as specified.

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:

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**RESOLUTION**

**RESOLUTION AUTHORIZING THE PURCHASE OF A DUMP BODY, PLOW COMPONENTS, AND A BUILD OF A TANDEM AXLE SNOW PLOW TRUCK FOR THE PUBLIC WORKS DEPARTMENT**

**WHEREAS**, the City of Ankeny desires to purchase a dump body, plow components, and a build of a new tandem axle snow plow truck for the Public Works Department, and;

**WHEREAS**, the City of Ankeny is a member of Sourcewell, member #67120, the (Contract #080818-HPI) estimated price for the purchase of a dump body, plow components, and build with Henderson Products, Inc., is \$197,956.00, and;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ankeny, Iowa, that the proposal from Henderson Products, Inc., in the amount of \$197,956.00 is hereby accepted.

**BE IT FURTHER RESOLVED** by the City Council that the City Manager is hereby authorized to issue a purchase order from FY 2025 funds for the estimated purchase price (\$197,956.00) plus up to 10% of the estimated purchase price (\$19,795.00) for potential increases in the cost of the truck due to market conditions, to facilitate the purchase of said dump body, plow components, and build of a tandem axle snow plow truck.

**DATED** at Ankeny, Iowa, this 6<sup>th</sup> day of May, 2024.

---

Mark E. Holm, Mayor

ATTEST:

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Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of a new wheel loader for the Public Works Department (replace existing wheel loader #252).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

The purchase of a new wheel loader is included in the approved FY 2025 budget.

CITY MANAGER'S RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing the purchase of a new wheel loader as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

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**RESOLUTION**

**RESOLUTION AUTHORIZING THE PURCHASE OF A WHEEL LOADER FOR THE PUBLIC WORKS DEPARTMENT**

**WHEREAS**, the City of Ankeny desires to purchase a new wheel loader to replace existing wheel loader #252 for the Public Works Department, and;

**WHEREAS**, the City of Ankeny will purchase the wheel loader from Murphy Tractor & Equipment at a price of \$254,110.00, and;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ankeny, Iowa, that the proposal from Murphy Tractor & Equipment, in the amount of \$254,110.00 is hereby accepted.

**BE IT FURTHER RESOLVED** by the City Council that the City Manager is hereby authorized to issue a purchase order from FY 2025 funds for the estimated purchase price (\$254,110.00), plus up to 10% of the estimated purchase price (\$25,411.00) for the potential increase in the cost of the wheel loader due to market conditions, to facilitate the purchase of said wheel loader.

**DATED** at Ankeny, Iowa, this 6th day of May, 2024.

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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** authorizing the Mayor to sign a hold harmless agreement allowing Canyon Landing Owners Association, Inc. to place a monument development sign within a portion of the City of Ankeny's Public Utility Easement, Public Gas Easement, and Landscape Buffer Easement located on Lot 18, Canyon Landing Plat 3.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Resolution</a>
 <a href="#">Hold Harmless Agreement</a>

**RESOLUTION**

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN A HOLD HARMLESS AGREEMENT ALLOWING CANYON LANDING OWNERS ASSOCIATION, INC. TO PLACE A MONUMENT DEVELOPMENT SIGN WITHIN A PORTION OF THE CITY OF ANKENY'S PUBLIC UTILITY EASEMENT, PUBLIC GAS EASEMENT, AND LANDSCAPE BUFFER EASEMENT LOCATED ON LOT 18, CANYON LANDING PLAT 3**

---

**WHEREAS**, the City Council approved the final plat for Canyon Landing Plat 3 on September 18, 2023; and

**WHEREAS**, Canyon Landing Owners Association, Inc. and City staff have agreed to a set of terms and conditions regarding the placement of a proposed monument development sign within the Public Utility Easement, Public Gas Easement, and Landscape Buffer Easement located on Lot 18, Canyon Landing Plat 3, a copy of said agreement is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Mayor is hereby authorized to sign a Hold Harmless Agreement allowing Canyon Landing Owners Association, Inc. to place a monument development sign within a portion of the City of Ankeny's Public Utility Easement, Public Gas Easement, and Landscape Buffer Easement located on Lot 18, Canyon Landing Plat 3.

**PASSED AND APPROVED** this 6<sup>th</sup> day of May, 2024.

CITY OF ANKENY, IOWA

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

**WHEN RECORDED RETURN TO:**

City of Ankeny, City Clerk  
410 W 1<sup>st</sup> Street  
Ankeny, IA 50023

---

Preparer Information: Derek Silverthorn, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: (515) 963-3557

---

**HOLD HARMLESS AGREEMENT**

**WHEREAS**, Canyon Landing Owners Association, Inc. (hereinafter "Property Owner") has requested permission to place a monument development sign (hereinafter "Structure") within a portion of the City of Ankeny's (hereinafter "City") Public Utility Easement, Public Gas Easement, and Landscape Buffer Easement (hereinafter "Easement") located on Lot 18, Canyon Landing Plat 3, more particularly described as follows:

SEE ATTACHED EXHIBIT 'A' AND EXHIBIT 'B'

**WHEREAS**, the City is agreeable to allowing the Property Owner to place the Structure within the Easement under the terms and conditions stated herein.

**NOW, THEREFORE, IT IS HEREBY AGREED:**

1. That the City will allow the Property Owner to place the Structure within a portion of the City's Easement. Said Structure shall otherwise comply with all agreements, ordinances and laws; and
2. That the Property Owner and/or Property Owner's successors-in-interest, agrees to remove the Structure, at no cost to the City, within 45 days of the City's reasonable prior written request for said removal, to allow reasonably required work within the Easement. To the extent said reasonably required Easement work by the City can be accomplished by avoiding the removal of the Structure, then the City shall make all reasonable efforts to do so. If the Property Owner and/or Property Owner's successors-in-interest fails to remove said Structure (as required herein) within the 45 days of the City's reasonable request, then the City shall have the right to remove said Structure at the Property Owner and/or Property Owner's successors-in-interest's cost if reasonably required in order to perform the necessary Easement work; and
3. That in the event the Structure is removed, and if at the time the Structure is removed it is a legal nonconforming use, the Property Owner and/or Property Owner's successors-in-interest shall have the right to rebuild the same Structure that was removed in the same or a comparable location as reasonably agreed to by the parties, at the Property Owner's and/or Property Owner's successors-in-interest expense; and
4. That the Property Owner agrees to protect, indemnify and hold harmless the City from and against any and all losses, costs, damages and expenses occasioned by, or arising out of the

Property Owner's and/or Property Owner's successors-in-interest use of the City's Easement or the removal or rebuilding of its Structure, except to the extent arising from the unauthorized or unreasonable actions, negligence or willful misconduct of the City.

**IN WITNESS WHEREOF**, the City of Ankeny, Iowa, has caused this Agreement to be duly executed in its name and on behalf by its Mayor and its seal to be hereunto duly fixed and attested by its City Clerk. The Property Owner has caused this Agreement to be executed by its authorized representative.

**DATED** this 6<sup>th</sup> day of May, 2024.

CITY OF ANKENY, IOWA

\_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **MARK E. HOLM** and **MICHELLE YUSKA**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the \_\_\_\_ day of \_\_\_\_\_, 2024, and the said **MARK E. HOLM** and **MICHELLE YUSKA** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

PROPERTY OWNER

Canyon Landing Owners Association, Inc.,  
By: Stubbs Development, Inc., Declarant, as  
Authorized Agent

By: David W. Stubbs

Title: David W. Stubbs, President

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on April 19, 2024, Stubbs Development Inc., Declarant, as Authorized Agent of CANYON LANDING OWNERS ASSOCIATION, INC., an Iowa corporation, by David W. Stubbs, President of Stubbs Development, Inc., on behalf of such entity.

Tamijha Wilson

Notary Public in and for the State of Iowa



# EXHIBIT 'A'

## DR HORTON CANYON LANDING PLAT 3, LOT 18 1203 NE CROSSING OAKS DR, ANKENY

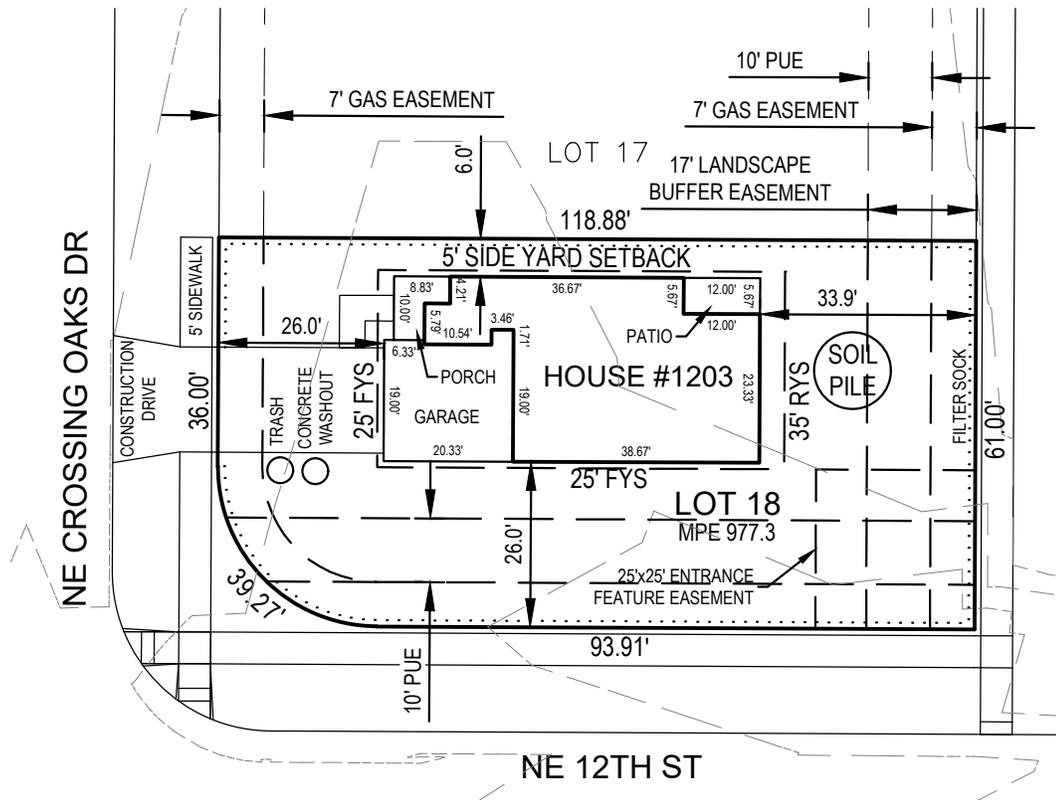
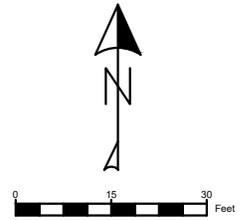
### SETBACKS:

SINGLE-FAMILY RESIDENTIAL (60'+ LOTS)  
FRONT - 25 FEET  
REAR - 35 FEET  
SIDE - 10 FEET TOTAL (MIN 5' ONE SIDE)

SINGLE-FAMILY RESIDENTIAL (50'+ LOTS)  
FRONT - 25 FEET  
REAR - 35 FEET  
SIDE - 10 FEET TOTAL (MIN 5' ONE SIDE)

ZONING:  
R-1 SINGLE-FAMILY RESIDENTIAL

MPE: 977.3



1. THIS DRAWING WAS PREPARED FOR CITY APPROVAL ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL REQUIREMENTS TO COMPLY WITH CODES AND COVENANTS
2. REFER TO THE FOUNDATION PLAN FOR DIMENSION DETAILS. IF DISCREPANCY IS FOUND, THE FOUNDATION PLAN SHALL GOVERN. CONTRACTOR SHALL VERIFY ALL FOUNDATION DIMENSIONS BEFORE CONSTRUCTION.
3. SHOWN DIMENSION ARE TO OUTSIDE OF FOUNDATION WALLS. CONTRACTOR SHALL VERIFY ANY TYPE OF OVERHANGS DO NOT ENCRANCH ONTO REQUIRED SETBACKS.
4. THE CONTRACTOR SHALL OBTAIN A BUILDING PERMIT PRIOR TO CONSTRUCTION.
5. ANY UTILITIES SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES TO UTILITIES. THE CONTRACTOR SHALL NOTIFY ONE-CALL AT LEAST 48 HOURS PRIOR TO EXCAVATION.
6. CONTRACTOR SHALL DETERMINE BUILDING ELEVATION THAT MEET SANITARY SEWER SERVICE.
7. CONTRACTOR IS RESPONSIBLE FOR MEETING ANY MINIMUM OPENING ELEVATIONS, MINIMUM PROTECTION ELEVATIONS, OR FLOOD ELEVATIONS.
8. NO CHANGES CAN BE MADE UNLESS AUTHORIZED BY CITY.
9. THE CONTRACTOR SHALL ENSURE THE DRIVEWAY AND SIDEWALK IS BUILT TO CITY CODE.



## STUBBS ENGINEERING

431 NE 72ND ST, PLEASANT HILL, IA 50327

DATE: NOVEMBER 7, 2023

SCALE: 1" = 30'

DRAWN BY: TKS

PROJECT NUMBER: 23-894

# EXHIBIT 'B'

Wednesday, February 14, 2024 3:32:17 PM C:\Users\jpentland\OneDrive - Country Landscapes, Inc\Canyon Landing Development 2\graphics\CAD\2023-CANYON LANDING.dwg

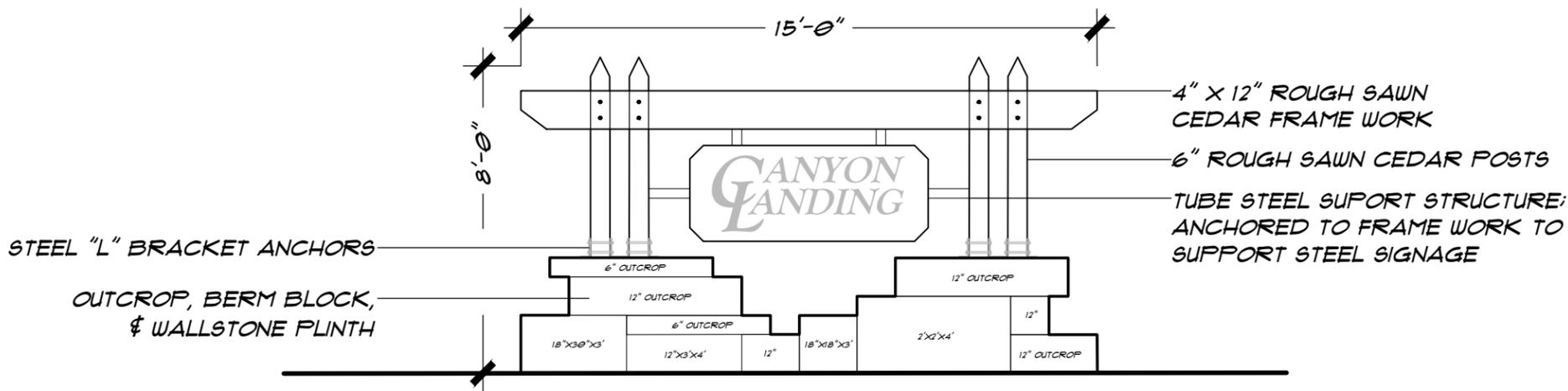


FIG. 1: SECTION ELEVATION - 1/4" = 1'-0"

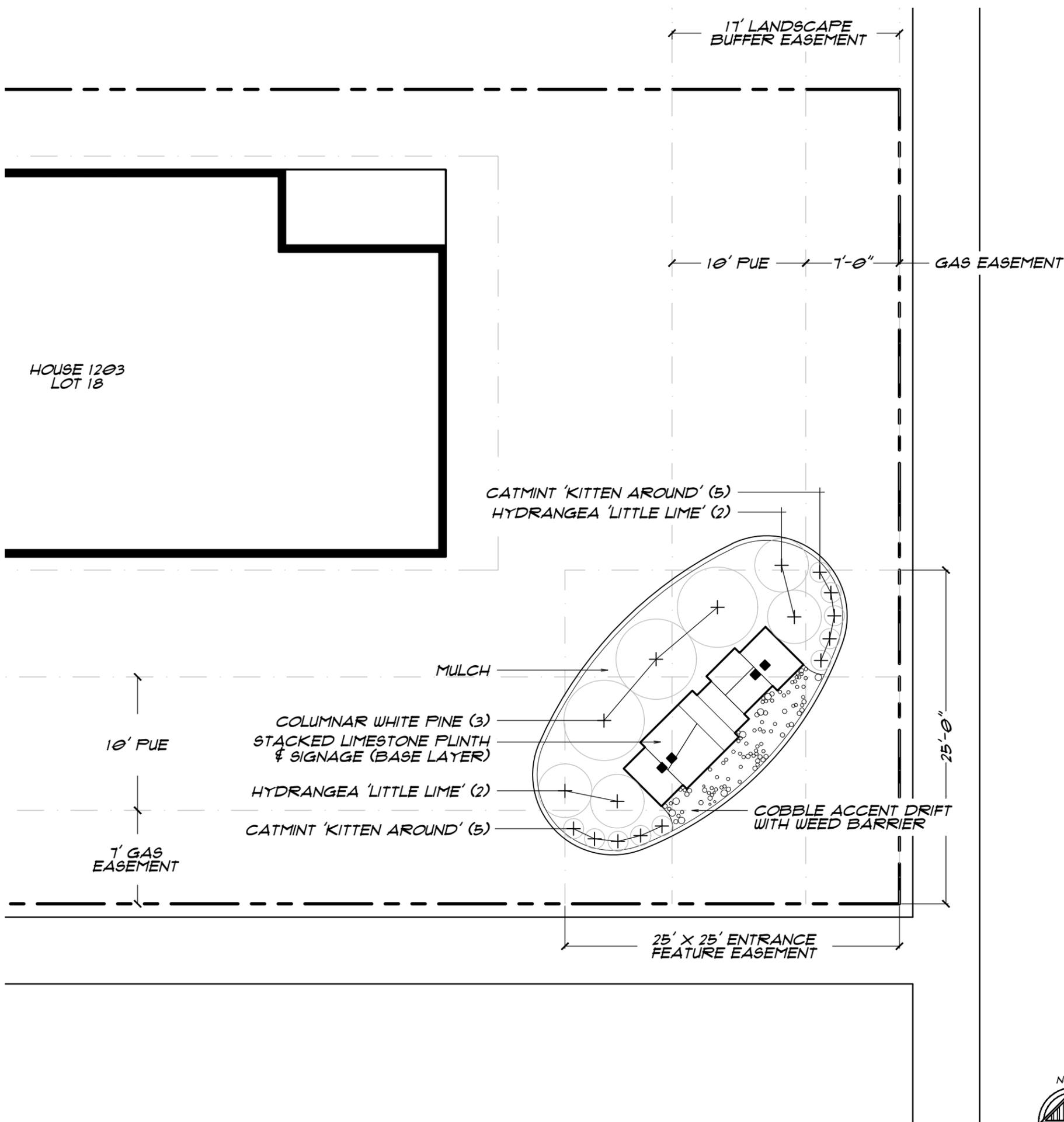


FIG. 2: DETAIL PLAN - 1/8" = 1'-0"





ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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** accepting the final plat, letter of credit for erosion control, performance and maintenance bonds for asphalt paving, concrete paving, subgrade and underground improvements, platted and offsite easements, warranty deed for streets, sewer connection fee, parkland dedication agreement and authorizing cost-participation for water main and sidewalk oversizing and truncated domes for Spectrum 36 Plat 2.

---

EXECUTIVE SUMMARY:

Spectrum 36 Plat 2 is a proposed 41.98-acre (+/-) plat located north of NE 36th Street and west of NE Four Mile Drive. The proposed final plat is in conformance with Spectrum 36 Neighborhood Plan, which was approved on April 5, 2021. The subject plat creates one platted lot, two street lots, two outlots for stormwater detention and two outlots for future development. Lot 1 is 5.35-acres in size and will consist of residential, commercial and flex uses.

---

FISCAL IMPACT: **Yes**

Authorize cost-participation requests for 12” water main upsizing along NE Four Mile Drive in the amount estimated to be \$16,073.75 and for sidewalk oversizing and truncated domes along NE Four Mile Drive in the amount estimated to be \$7,520.00.

---

CITY MANAGER'S RECOMMENDATIONS:

Community Development Director recommended City Council approval on April 30, 2024.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Final Plat</a>
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Aerial Map</a>
<input type="checkbox"/> <a href="#">Applicant Letter</a>

**RESOLUTION**

**RESOLUTION ACCEPTING FINAL PLAT, LETTER OF CREDIT FOR EROSION CONTROL, PERFORMANCE AND MAINTENANCE BONDS FOR ASPHALT PAVING, CONCRETE PAVING, SUBGRADE AND UNDERGROUND IMPROVEMENTS, PLATTED AND OFFSITE EASEMENTS, WARRANTY DEED FOR STREETS, SEWER CONNECTION FEE, PARKLAND DEDICATION AGREEMENT AND AUTHORIZING COST-PARTICIPATION FOR WATER MAIN UPSIZING AND SIDEWALK OVERSIZING AND TRUNCATED DOMES, FOR SPECTRUM 36 PLAT 2**

---

**WHEREAS**, the Community Development Director of the City of Ankeny, Iowa, administratively approved the final plat for Spectrum 36 Plat 2 on the 30<sup>th</sup> day of April, 2024; and

**WHEREAS**, the attorney's title opinion, letter of credit for erosion control, performance bonds for asphalt paving, concrete paving, subgrade and underground improvements easement documents, platted and offsite easements, warranty deed to streets, sewer connection fee and parkland dedication agreement have been submitted and approved by the Community Development Director.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:**

1. That final plat for Spectrum 36 Plat 2 is hereby approved;
2. That the letter of credit for erosion control is hereby accepted;
3. That the performance and maintenance bonds for asphalt paving, concrete paving, subgrade and underground improvements are accepted;
4. That the Public Gas Easement, Public Utility Easement, Public Storm Sewer Easement, Public Water Main Sanitary Sewer and Ingress/Egress Easement and the Storm Water Management Facility Covenant and Permanent Easement Agreement are hereby accepted;
5. That the Offsite Public Gas Easement, Offsite Public Utility Easement and Offsite Storm Sewer Easement are hereby accepted;
6. That the Otter Creek Trunk Sewer Connection District 2 connection fee of \$39,959.64 is accepted;
7. That the cost-participation for 12" water main upsizing in the amount estimated at \$16,073.75 and for sidewalk oversizing and truncated domes estimated at \$7,520.00. is hereby approved.

**PASSED AND APPROVED** this 6<sup>th</sup> day of May 2024.

---

Mark E. Holm, Mayor

**ATTEST:**

---

Michelle Yuska, City Clerk

# SPECTRUM 36 - PLAT 2

## FINAL PLAT

I hereby grant administrative approval of the Final Plat for Spectrum 36 Plat 2, as set forth in the Otter Creek Planned Unit Development

CITY OF ANKENY, IOWA  
 Eric Jensen, Director  
 Community Development  
 4/30/24 Date

ATTEST:  
 Brenda Fuglsang, Administrative Assistant

AREA ABOVE RESERVED FOR RECORDER'S STAMP

### INDEX LEGEND

**SURVEYOR'S NAME:**  
 ERIN D. GRIFFIN  
 SNYDER & ASSOCIATES, INC.  
 2727 SW SNYDER BOULEVARD  
 ANKENY, IOWA 50023  
 515-964-2020  
 EGRIFFIN@SNYDER-ASSOCIATES.COM

**SERVICE PROVIDED BY:**  
 SNYDER & ASSOCIATES, INC.

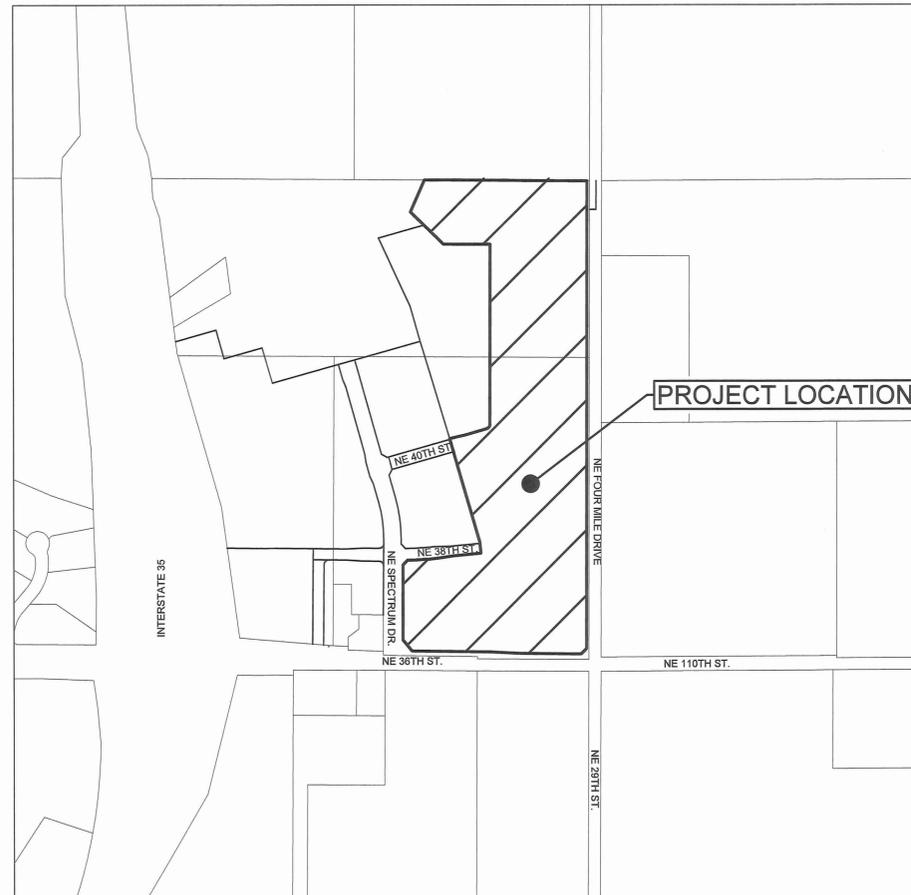
**SURVEY LOCATED:**  
 OUTLOT T  
 SPECTRUM 36-PLAT 1  
 SEC. 6-80-23

**REQUESTED BY:**  
 THRESHOLD CAPITAL

**RETURN TO:**  
 ERIN D. GRIFFIN  
 SNYDER & ASSOCIATES, INC.  
 2727 SW SNYDER BOULEVARD  
 ANKENY, IOWA 50023

### NOTES

- INDIVIDUAL LOT OWNERS ARE RESPONSIBLE TO INSTALL 5' SIDEWALK ALONG PUBLIC STREET FRONTAGES. SIDEWALKS TO BE INSTALLED WITH INDIVIDUAL LOT SITE PLAN IMPROVEMENTS.
- AN 8' WIDE SIDEWALK IS REQUIRED TO BE INSTALLED ALONG THE NE 38TH STREET AND NE FOUR MILE DRIVE FRONTAGES.
- INTERMEDIATE ACCESS POINTS ONTO NE FOUR MILE DRIVE ARE SUBJECT TO REVIEW AND APPROVAL BY THE CITY OF ANKENY PUBLIC WORKS DEPARTMENT.
- ALL STREET LOTS CREATED AS PART OF THIS PLAT SHALL BE DEDICATED TO THE CITY OF ANKENY.
- THE TRAFFIC IMPACT STUDY COMPLETED WITH THE SPECTRUM 36 NEIGHBORHOOD PLAN MAY BE REQUIRED TO BE UPDATED WITH THE INDIVIDUAL DEVELOPMENT OF LOT 1. FUTURE ROADWAY IMPROVEMENTS REQUIRED AS PART OF FUTURE TRAFFIC STUDIES WILL BE THE RESPONSIBILITY OF THE ASSOCIATED INDIVIDUAL LOT OWNERS.
- OUTLOTS "T" AND "U" TO BE HELD BY THE COMMON PROPERTY OWNERS ASSOCIATION AND USED FOR REGIONAL STORM WATER DETENTION. OUTLOTS "T" AND "U" PROVIDE UP TO 10% OPEN SPACE TO INDIVIDUAL LOTS, WITHIN THE SPECTRUM 36 SUBDIVISION.
- ALL LOTS SUBJECT TO LANDSCAPE AND BUFFER REQUIREMENTS DESCRIBED IN THE OTTER CREEK PUD ZONING BOOK.
- THE 5 FOOT SIDEWALK ALONG THE NE 38TH ST. AND NE 40TH ST. FRONTAGE OF OUTLOT T IS REQUIRED TO BE INSTALLED AS PART OF, OR CONCURRENT TO, THE LOT 1 SITE PLAN IMPROVEMENTS.
- THE 8 FOOT SIDEWALK ALONG THE NE FOUR MILE DRIVE FRONTAGE OF LOT 1 IS REQUIRED TO BE INSTALLED AS PART OF, OR CONCURRENT TO, THE LOT 1 SITE PLAN IMPROVEMENTS.
- THE 8 FOOT SIDEWALK ALONG THE NE FOUR MILE DRIVE FRONTAGE OF OUTLOT U IS DEFERRED TO BE INSTALLED AS PART OF THE OUTLOT X PUBLIC IMPROVEMENTS.
- THE 5 FOOT SIDEWALK ALONG THE NE 38TH ST. FRONTAGE OF OUTLOT U IS DEFERRED TO BE INSTALLED AS PART OF THE FUTURE PLAT IMPROVEMENTS REQUIRED WITH THE OUTLOT X PUBLIC IMPROVEMENTS.
- THE 5 FOOT SIDEWALK ALONG THE NE 40TH ST. FRONTAGE OF OUTLOT S - SPECTRUM 36 PLAT 1 IS DEFERRED TO BE INSTALLED AS PART OF THE FUTURE PLAT IMPROVEMENTS REQUIRED WITH THE OUTLOT Y PUBLIC IMPROVEMENTS.
- OUTLOT U IN ITS ENTIRETY WILL FUNCTION AS A STORMWATER MANAGEMENT EASEMENT.



VICINITY MAP



SCALE: 1" = 500'

### PLAT DESCRIPTION

OUTLOT "T", SPECTRUM 36-PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA AND CONTAINING 41.98 ACRES (1,828,746 S.F.).

### OWNER

THRESHOLD OTTER CREEK, LLC  
 317 6TH AVE STE SUITE 620  
 DES MOINES, IOWA 50309  
 CONTACT: BRIAN MARTIN  
 EMAIL: BMARTIN@THRESHOLDCAPITAL.COM  
 PHONE: 515-334-5388

### DEVELOPER

THRESHOLD CAPITAL  
 7049 VISTA DRIVE  
 WEST DES MOINES, IA 50266  
 CONTACT: BRIAN MARTIN  
 EMAIL: BMARTIN@THRESHOLDCAPITAL.COM  
 PHONE: 515-334-5388

### ZONING

OTTER CREEK PLANNED UNIT DEVELOPMENT  
 APPROVAL DATE OF OCTOBER 7, 2013

### FEMA FLOODPLAIN DESCRIPTION

THE FLOOD ZONE DESIGNATION FOR THE SUBJECT PROPERTY IS ZONE "X", BEING AN AREA OF MINIMAL FLOOD HAZARD, AS PER THE FLOOD INSURANCE RATE MAP FOR THE CITY OF ANKENY, POLK COUNTY, IOWA, PANEL NUMBER 19153C0065F, EFFECTIVE DATE FEBRUARY 01, 2019.

### BULK REGULATIONS

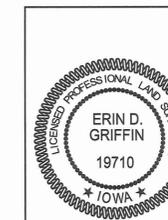
THE THRESHOLD OTTER PROPERTY INTENDS TO INCORPORATE THE FOLLOWING LAND USES IDENTIFIED IN THE OTTER CREEK PUD:

<b>FLEX</b>	<b>COMMERCIAL</b>
MINIMUM LOT SETBACKS:	MINIMUM LOT SETBACKS:
FRONT - 35'	FRONT - 15'
SIDE - 0' / 25' *	SIDE - 0' / 25' *
REAR - 35'	REAR - 35'
MAX BUILDING HEIGHT: 45'	MAX BUILDING HEIGHT: 80'
<b>OFFICE USE</b>	<b>RESIDENTIAL USE</b>
MINIMUM LOT SETBACKS:	MINIMUM LOT SETBACKS:
FRONT 15'	FRONT 15'
SIDE 0' / 25' *	SIDE 0' / 5' / 25' **
REAR 35'	REAR 35'
MAX BUILDING HEIGHT: 80'	MAX BUILDING HEIGHT: 65'

\*SIDE YARDS ALLOWED AT ZERO FEET WHEN BUILT AS A PART OF A CONNECTED SERIES OF BUILDINGS.  
 \*\*SIDE YARDS FOR SF ATTACHED ZERO FEET, FOR DETACHED 5 FEET AND FOR MF 25 FEET.

### LEGEND

<b>Survey</b>	<b>Found</b>	<b>Set</b>
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #19710 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	—	—
Control Point	○	○
Bench Mark	○	○
Platted Distance	—	—
Measured Bearing & Distance	—	—
Recorded As	—	—
Deed Distance	—	—
Calculated Distance	—	—
Centerline	—	—
Section Line	—	—
1/4 Section Line	—	—
1/4 1/4 Section Line	—	—
Easement Line	—	—



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS  
 License Number 19710  
 My License Renewal Date is December 31, 2025  
 Pages or sheets covered by this seal:  
 Sheets 1 and 2, of 2

4	REVISED PER MIDAMERICAN COMMENTS	04-04-24	AJD
3	CORRECTED LOT SIZE AREA LABELS	01-05-24	AJD
2	REVISED PER CITY COMMENTS	06-22-23	AJD
1	REVISED PER CITY COMMENTS	06-09-23	CLY
MARK	REVISION	DATE	BY
Engineer:	Checked By: EDG	Date: 11-05-20	
Technician: AJD	Date: 02-09-2023	T-R-S: 80N-23W-06	
Project No: 122.1342.01			Sheet 1 of 2

RECEIVED  
APR 26 2024  
CITY OF ANKENY

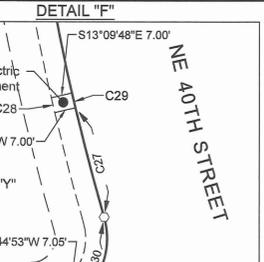
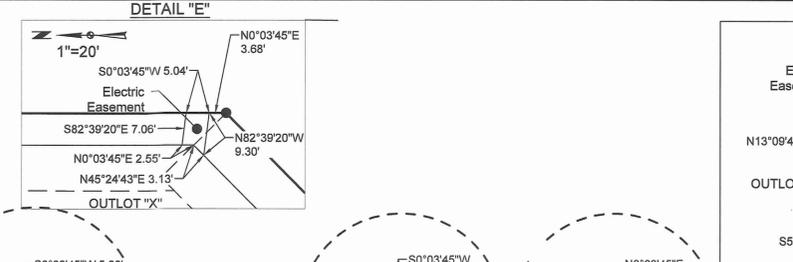
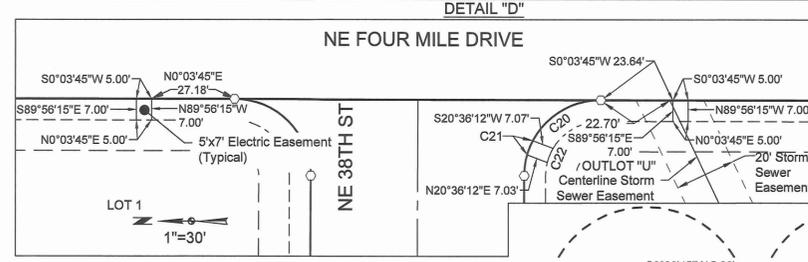
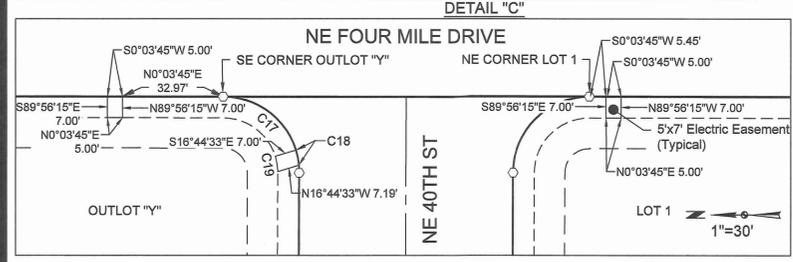
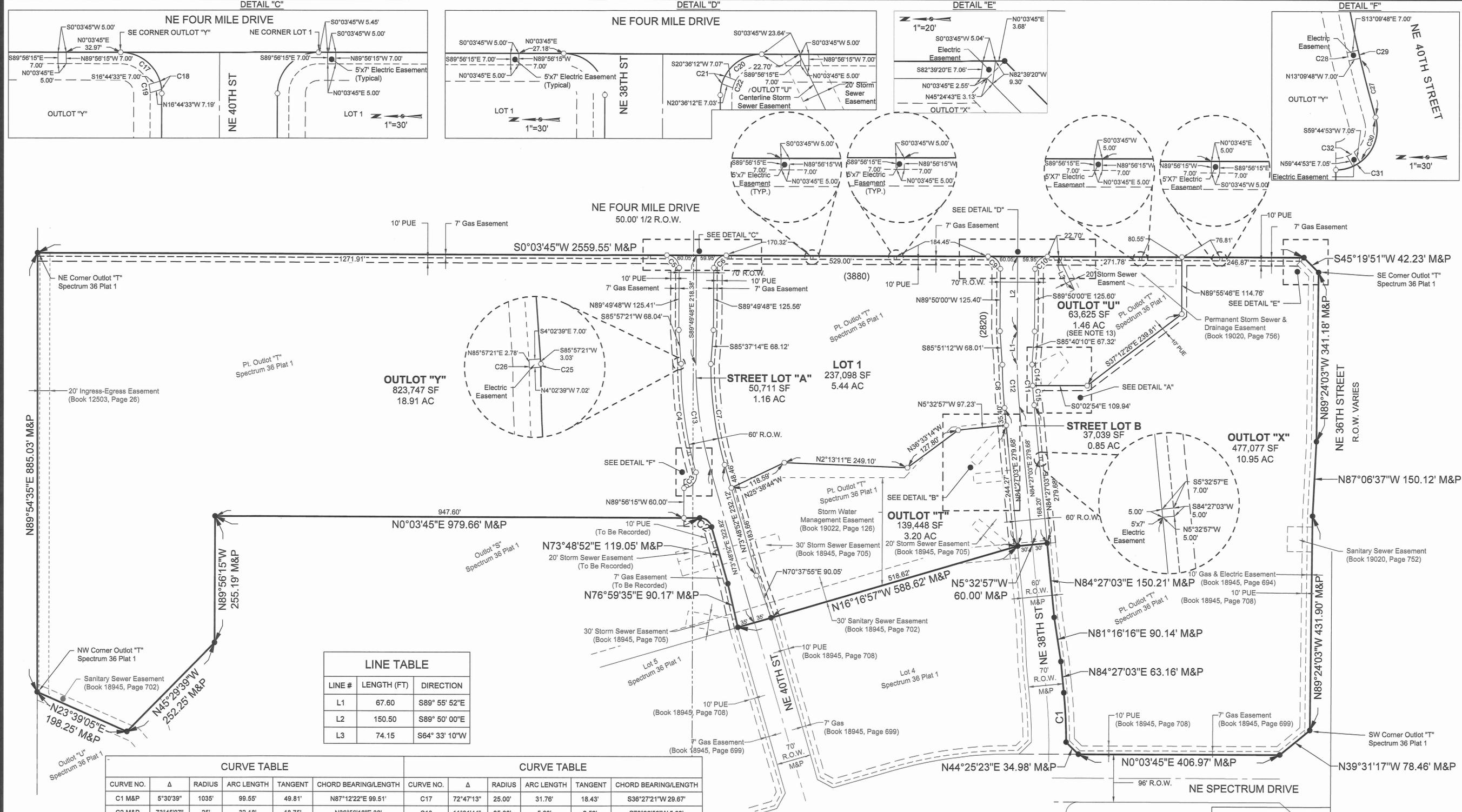
SPECTRUM 36 - PLAT 2  
FINAL PLAT

ANKENY, IOWA

2727 S.W. SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | www.snyder-associates.com

**SNYDER & ASSOCIATES, INC.**





**LINE TABLE**

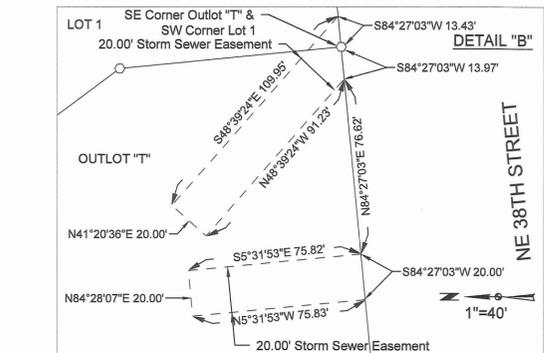
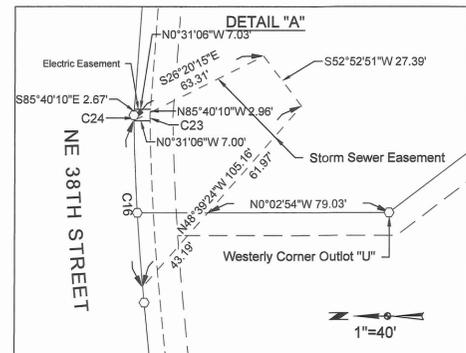
LINE #	LENGTH (FT)	DIRECTION
L1	67.60	S89° 55' 52"E
L2	150.50	S89° 50' 00"E
L3	74.15	S64° 33' 10"W

**CURVE TABLE**

CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1 M&P	5°30'39"	1035'	99.55'	49.81'	N87°12'22"E 99.51'
C2 M&P	73°45'07"	25'	32.18'	18.75'	N36°56'18"E 30'
C3	106°08'25"	25'	46.31'	33.28'	N53°00'28"W 39.97'
C4	16°17'06"	780.00'	221.70'	111.60'	S82°03'52"W 220.95'
C5	90°06'27"	25'	39.32'	25.05'	S45°06'58"W 35.39'
C6	89°53'33"	25'	39.22'	24.95'	S44°53'02"E 35.32'
C7	16°23'45"	720.00'	206.04'	103.73'	N82°00'44"E 205.33'
C8	4°50'47"	1030'	87.12'	43.59'	S86°52'27"W 87.10'
C9	90°06'16"	25'	39.32'	25.05'	S45°06'53"W 35.39'
C10	89°53'45"	25'	39.22'	24.95'	S44°53'08"E 35.32'
C11	4°50'02"	970'	81.83'	40.94'	N86°52'04"E 81.81'
C12	4°50'02"	1000'	84.37'	42.21'	N86°52'04"E 84.34'
C13	16°20'18"	750'	213.87'	107.66'	N82°02'22"E 213.14'
C14	2°30'44"	970'	42.53'	21.27'	S88°01'42"W 42.53'
C15	2°19'17"	970'	39.30'	19.65'	S85°36'42"W 39.30'
C16	4°18'05"	970'	72.82'	36.43'	N87°00'14"E 72.80'

**CURVE TABLE**

CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C17	72°47'13"	25.00'	31.76'	18.43'	S36°27'21"W 29.67'
C18	11°31'44"	25.00'	5.03'	2.52'	S78°36'50"W 5.02'
C19	16°06'19"	18.00'	5.06'	2.55'	N80°44'36"E 5.04'
C20	62°30'05"	25.00'	27.27'	15.17'	N31°11'18"W 25.94'
C21	11°28'51"	25.00'	5.01'	2.51'	S68°10'46"E 5.00'
C22	15°58'27"	18.00'	5.02'	2.53'	N67°41'53"W 5.00'
C23	0°07'20"	963.00'	2.06'	1.03'	S89°12'19"W 2.06'
C24	0°08'17"	970.00'	2.34'	1.17'	N89°12'56"E 2.34'
C25	0°08'41"	780.00'	1.97'	0.99'	N89°51'55"W 1.97'
C26	0°09'45"	787.00'	2.23'	1.12'	S89°53'33"E 2.23'
C27	2°43'53"	780.00'	37.19'	18.60'	N75°17'16"E 37.18'
C28	0°21'50"	787.00'	5.00'	2.50'	N76°50'12"E 5.00'
C29	0°22'02"	780.00'	5.00'	2.50'	S76°50'14"W 5.00'
C30	70°05'12"	25.00'	30.58'	17.53'	N71°02'05"W 28.71'
C31	11°28'42"	25.00'	5.01'	2.51'	N30°15'08"W 5.00'
C32	15°58'02"	18.00'	5.02'	2.52'	S30°15'08"E 5.00'



REVISIONS

NO.	DATE	BY	REVISION
4	04-04-24	AJD	REVISED PER MIDAMERICAN COMMENTS
3	01-05-24	AJD	CORRECTED LOT SIZE AREA LABELS
2	06-22-23	AJD	REVISED PER CITY COMMENTS
1	06-02-23	CLY	REVISED PER CITY COMMENTS

Engineer: \_\_\_\_\_  
 Checked By: EDG  
 Date: 02-09-2023  
 Scale: 1" = 100'  
 Technician: AJD  
 T.P.S. 80N-23W-06  
 Project No: 122.1342.01

**SPECTRUM 36 - PLAT 2**

**FINAL PLAT**

**ANKENY, IOWA**

**SNYDER & ASSOCIATES, INC.**

2727 S.W. SNYDER BLVD  
 ANKENY, IOWA 50023  
 515-964-2020 | www.snyder-associates.com

Project No: 122.1342.01  
 Sheet 2 of 2



City Council  
Staff Report

Meeting Date: July 17, 2023

---

**Agenda Item:** Spectrum 36 Plat 2 – Final Plat  
**Report Date:** July 11, 2023  
**Prepared By:** Jake Heil  
Associate Planner

*ESC*

**Staff Recommendation:**

That the City Council approve the Spectrum 36 Plat 2 Final Plat; and authorize cost-participation requests for 12" water main upsizing along NE Four Mile Drive in the amount estimated to be \$16,073.75 and for sidewalk oversizing and truncated domes along NE Four Mile Drive in the amount estimated to be \$7,520.00.

**Project Summary:**

Spectrum 36 Plat 2 is a proposed 41.98-acre (+/-) plat located north of NE 36<sup>th</sup> Street and west of NE Four Mile Drive. The proposed final plat is in conformance with Spectrum 36 Neighborhood Plan, which was approved on April 5, 2021. The subject plat creates one platted lot, two street lots, two outlots for stormwater detention and two outlots for future development. Lot 1 is 5.35-acres in size and will consist of residential, commercial and flex uses.

**Project Report:**

**Streets:** The proposed development will be accessed via NE Four Mile Drive by either NE 38<sup>th</sup> Street or NE 40<sup>th</sup> Street. These two streets also provide access to NE Spectrum Dr, with NE Spectrum providing a secondary access to NE 36<sup>th</sup> Street. All proposed roads in the development will be required to have five-foot sidewalks.

**Water:** 8-inch water main is proposed to be extended east along NE 38<sup>th</sup> Street, to NE 40<sup>th</sup> Street. 12-inch water main will be extended north along NE Four Mile Drive.

**Sewer:** 12-inch sanitary sewer is proposed to be extended east along NE 38<sup>th</sup> Street.

**Drainage:** Stormwater from the proposed plat generally flows west and then north through the proposed plat through a series of stormwater detention ponds. Stormwater from these detention ponds flows north and empties into Otter Creek which then flows south eventually meeting up with Fourmile Creek.

**Parkland:** The developer has requested payment in lieu of dedication, in an amount equal to \$6,425.34 based on \$12,000 per acre, to fulfill the parkland dedication requirement as specified in the City's Subdivision Regulations Chapter 200.35.A.1 (Criteria for Requiring Parkland Dedication) for Development.

**CITY OF ANKENY  
SUBDIVISION DATA**

**NAME OF PLAT:** Spectrum 36 Plat 2  
**NAME OF OWNER/ DEVELOPER:** Threshold Capital LLC

---

**GENERAL INFORMATION:**

PLAT LOCATION: North of NE 36<sup>th</sup> Street; west of NE Four Mile Drive  
SIZE OF PLAT: 41.98 acres  
ZONING: Otter Creek PUD

**LOTS:**

NUMBER: 1 Residential lot; 2 street lots; 4 outlots  
SIZE/DENSITY: Lot 1: 5.35 AC;  
USE: Residential, Commercial and Flex Uses  
BUILDING LINES: **Residential (Lot 1)**

Front: 15'  
Side: 0' / 5' / 25'  
Rear: 35'  
Max Building Height: 65'

**Commercial (Lots 1-3)**

Front: 15'  
Side: 0' / 25'  
Rear: 35'  
Max Building Height: 80'

**Flex (Lots 1)**

Front: 35'  
Side: 0' / 25'  
Rear: 35'  
Max Building Height: 45'

**PARK SITE DEDICATION:**

The developer has requested payment in lieu of dedication.

**ADJACENT LANDS:**

NORTH: High Density Residential District & Medium Density Residential District (Polk County Zoning)  
SOUTH: Otter Creek PUD  
EAST: Mixed Use District & Medium Density Residential District & Low Density Residential District (Polk County Zoning)  
WEST: R-1, One-Family Residence District  
Otter Creed PUD: Spectrum 36 Plat 1

**STREET DEVELOPMENT:**

No new street development associated with this plat.

**WASTE WATER:**

PROJECTED FLOWS: 125.51 acres X 1,000 gpd/acre = 125,510 GPD

WRA CAPACITY: 12.1 MGD; current daily avg. 6.41 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Four Mile Trunk Sewer

**STORM WATER:**

BASIN FLOWS: This plat lies in the Fourmile Creek Drainage Area.

**WATER SYSTEM:**

USAGE: 125.51 acres X 1,000 gpd/acre = 125,510 GPD

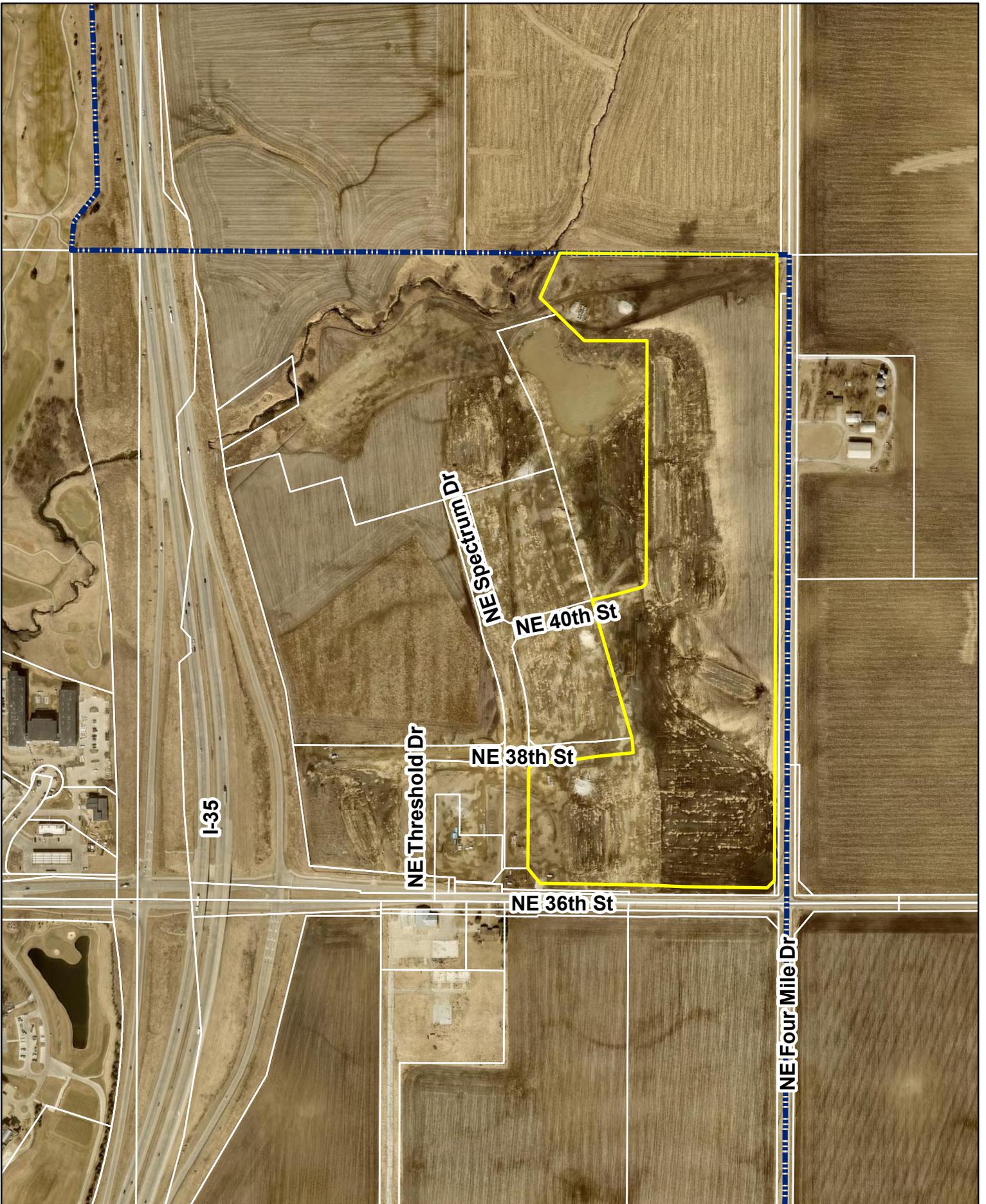
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 3.91 MGD

**FINAL PLAT DRAWING:**

Staff recommends approval.

**CONSTRUCTION PLANS:**

To be approved.



N



1 inch = 500 feet

Date: 7/11/2023

**Spectrum 36 Plat 2  
Final Plat**



July 17, 2023

Mayor & City Council  
City of Ankeny  
220 West 1st Street  
Ankeny, Iowa 50023

RECEIVED  
JUN 30 2023  
CITY OF ANKENY

RE: SPECTRUM 36 PLAT 2  
CONSTRUCTION PLAN AND FINAL PLAT SUBMITTAL  
S&A PROJECT NO. 122.1342.01

Dear Honorable Mayor and City Council Members:

On behalf of Threshold Capital LLC, please find accompanying the revised Final Plat and associated supporting documentation for the above referenced project. These documents have been prepared in accordance with the City of Ankeny's standards and specifications. We respectfully request the City's review and approval of the Public Improvement Construction Documents and Final Plat.

Plat 2 of Spectrum 36 creates one 5.35 Ac platted lot that is intended to develop as a Multi-family tract as identified in the approved neighborhood plan. This plat also extends both NE 38<sup>th</sup> and NE 40<sup>th</sup> Streets east to connect to NE Four Mile Drive. The work to complete these public improvements is forecast for the 2023 construction season.

As requested, we have addressed all items in the Tech Review comments through plan modifications and discussions with Staff. All required documents and permits have been submitted to the City or other jurisdictional agencies.

In keeping with City policy, we respectfully request cost participation of:

1. \$16,073.75 for upsizing of 12" water main along NE Four Mile Dr. (1,169 LF x \$13.75/LF)
2. \$6,720 for upsizing 8-foot-wide sidewalk along NE Four Mile Dr. (640 LF x \$10.50/LF)
3. \$800 for upgrading to cast iron detectable warning panels (4 panels x \$200/each)

Please feel free to contact me at your convenience should you have any questions or comments.

Sincerely,  
SNYDER AND ASSOCIATES, INC.

Jon L. Hanson, PE

cc: Brian Martin, Threshold Capital



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:  
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in Spectrum 36 Plat 2.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

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 <a href="#">Resolution</a>
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**RESOLUTION**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING  
CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE  
CONSTRUCTION OF WATER MAIN, SANITARY SEWER AND STORM SEWER IN  
SPECTRUM 36 PLAT 2**

---

**WHEREAS**, the plans and specifications for the construction of sanitary sewer, storm sewer, and water main in Spectrum 36 Plat 2 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 accepted by the City Engineer; and

**WHEREAS**, the Plan and Zoning Commission recommended City Council approval, and the City Council has approved the final plat for Spectrum 36 Plat 2.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:**

1. That the plans and specifications for the construction of sanitary sewer, storm sewer, and water main are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

**PASSED AND APPROVED** on this 6<sup>th</sup> day of May 2024.

---

Mark E. Holm, Mayor

**ATTEST:**

---

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:  
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of asphalt paving in Spectrum 36 Plat 2.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

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 [Resolution](#)

**RESOLUTION**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING  
CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE  
CONSTRUCTION OF ASPHALT PAVING IN SPECTRUM 36 PLAT 2**

---

**WHEREAS**, the plans and specifications for the construction of asphalt paving in Spectrum 36 Plat 2 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 accepted by the City Engineer; and

**WHEREAS**, the Plan and Zoning Commission recommended City Council approval, and the City Council has approved the final plat for Spectrum 36 Plat 2.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:**

1. That the plans and specifications for the construction of asphalt paving are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

**PASSED AND APPROVED** on this 6<sup>th</sup> day of May 2024.

\_\_\_\_\_  
Mark E. Holm, Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of concrete paving in Spectrum 36 Plat 2.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

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 [Resolution](#)

**RESOLUTION**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING  
CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE  
CONSTRUCTION OF CONCRETE PAVING IN SPECTRUM 36 PLAT2**

---

**WHEREAS**, the plans and specifications for the construction of concrete paving in Spectrum 36 Plat 2 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 accepted by the City Engineer; and

**WHEREAS**, the Plan and Zoning Commission recommended City Council approval, and the City Council has approved the final plat for Spectrum 36 Plat 2.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:**

1. That the plans and specifications for the construction of concrete paving are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

**PASSED AND APPROVED** on this 6<sup>th</sup> day of May 2024.

\_\_\_\_\_  
Mark E. Holm, Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:  
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of subgrade in Spectrum 36 Plat 2.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

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 [Resolution](#)

**RESOLUTION**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING  
CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE  
CONSTRUCTION OF SUBGRADE IN SPECTRUM 36 PLAT2**

---

**WHEREAS**, the plans and specifications for the construction of subgrade in Spectrum 36 Plat 2 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 accepted by the City Engineer; and

**WHEREAS**, the Plan and Zoning Commission recommended City Council approval, and the City Council has approved the final plat for Spectrum 36 Plat 2.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:**

1. That the plans and specifications for the construction of subgrade are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

**PASSED AND APPROVED** on this 6<sup>th</sup> day of May 2024.

\_\_\_\_\_  
Mark E. Holm, Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

Resolution

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LEGAL:

No Review Required

---

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Dave's Dozing and Excavating Inc. in the amount of \$86,771.40 for the construction of the 2024 Storm Culvert & Trail Repairs project.

---

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Dave's Dozing and Excavating Inc. for the 2024 Storm Culvert & Trail Repairs project.

The 2024 Storm Culvert & Trail Repairs project includes removing an existing 38 linear foot 18-inch diameter reinforced concrete culvert and installing 56 linear feet of 30-inch diameter reinforced concrete culvert with four flared end sections and associated footings and apron guards. The project also includes 70 cubic yards of Class 10 excavation, the installation of 56 tons of Class E rip rap, and the removal and replacement of 27 square yards of 5-inch thick PCC trail. The project also includes clearing and grubbing, temporary traffic control, seeding, fertilizer, mulching, erosion control, mobilization and other associated work to construct the project.

Bid invitations were sent to ten (10) contractors. Two (2) bids were received for the project as follows:

Dave's Dozing and Excavating Inc. \$86,771.40

On Track Construction \$108,856.25

The Engineer's estimated cost for the project was \$75,000.00. The bids ranged from 16% above to 45% above the engineer's estimate. Dave's Dozing and Excavating Inc. has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2024 Storm Culvert & Trail Repairs project to Dave's Dozing and Excavating Inc. of Swan, Iowa.

---

**FISCAL IMPACT: No**

The cost for the project was included in the 2024-2028 CIP for construction in 2024.

---

**CITY MANAGER'S RECOMMENDATIONS:**

Approve the motion to adopt RESOLUTION accepting a proposal from Dave's Dozing and Excavating Inc. for the 2024 Storm Culvert & Trail Repairs project.

---

**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>
<a href="#">📄 Resolution</a>
<a href="#">📄 Bid Tabulation</a>
<a href="#">📄 Location Map</a>

**RESOLUTION 2024-XXX**

**A RESOLUTION ACCEPTING A PROPOSAL FROM DAVE’S DOZING AND EXCAVATING INC. IN THE AMOUNT OF \$86,771.40 FOR THE CONSTRUCTION OF THE 2024 STORM CULVERT & TRAIL REPAIRS PROJECT.**

---

**WHEREAS**, the City of Ankeny desires to complete storm culvert and trail repairs throughout the City, and;

**WHEREAS**, a request for proposal was sent out to ten (10) contractors, and;

**WHEREAS**, the results of the request for proposal are as follows:

Dave’s Dozing and Excavating Inc.	\$86,771.40
On Track Construction	\$108,856.25
Engineer’s Estimated Cost	\$75,000.00

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Proposal from Dave’s Dozing and Excavating Inc. in the amount of \$86,771.40 be accepted for the construction of the 2024 Storm Culvert & Trail Repairs project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

**DATED** this 6<sup>th</sup> day of May, 2024.

---

Mark E. Holm, Mayor

ATTEST:

---

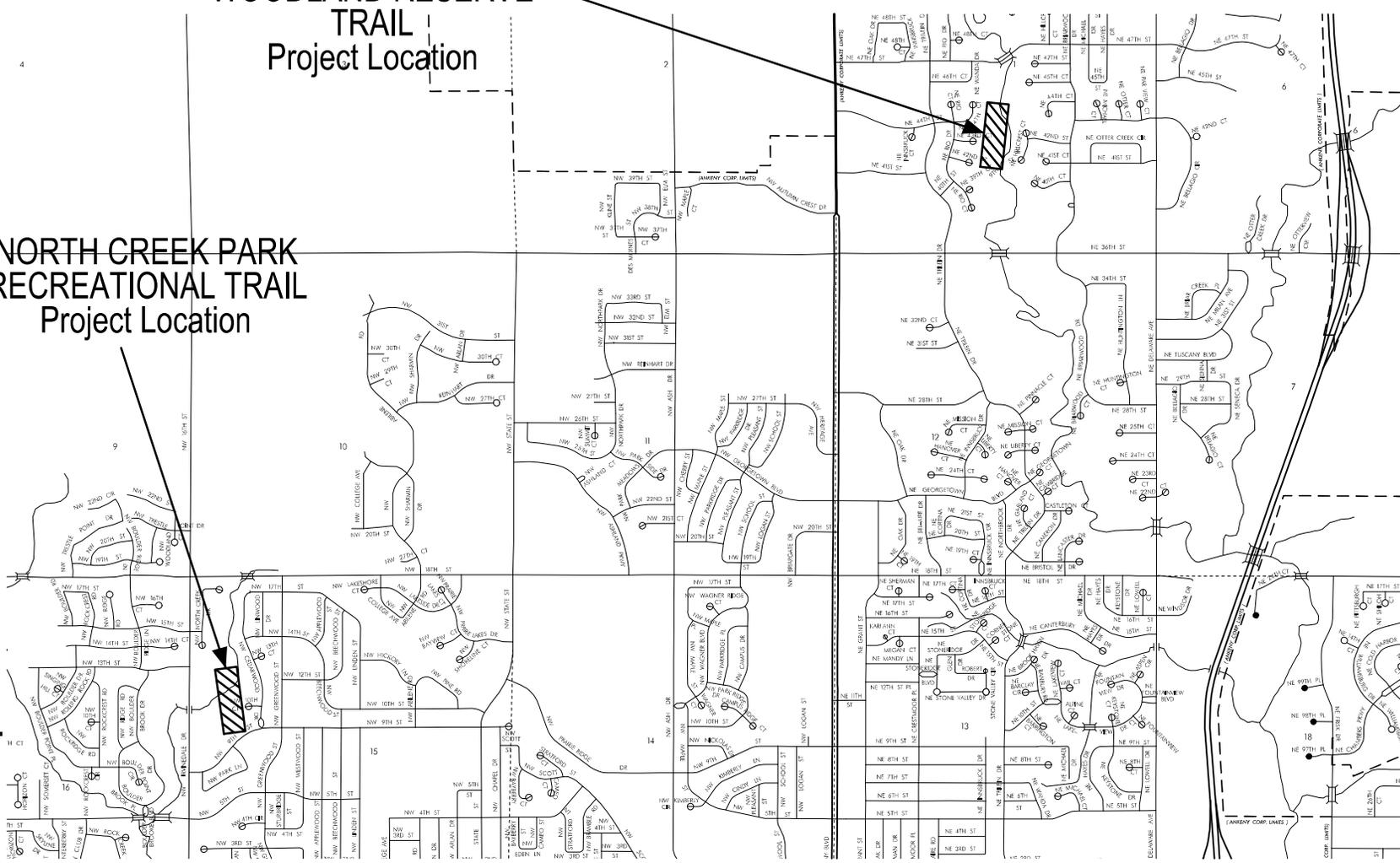
Michelle Yuska, City Clerk

**Bid Tabulation**  
**2024 Storm Culvert & Trail Repairs**  
Storm culvert and trail repairs throughout the City of Ankeny.  
4/25/2024

Item No.	SUDAS No.	Item	Unit	Engineer's Estimate			Dave's Dozing			On Track Construction		
				Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
	DIVISION 2	EARTHWORK										
2.01	2010-C	CLEARING AND GRUBBING	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 3,000.00	\$ 3,000.00	1	\$ 8,170.00	\$ 8,170.00
2.02	2010-E	EXCAVATION, CLASS 10	CY	70	\$ 40.00	\$ 2,800.00	70	\$ 45.00	\$ 3,150.00	70	\$ 98.00	\$ 6,860.00
2.03	2010-K-2	REMOVAL OF CULVERT	LF	38	\$ 10.00	\$ 380.00	38	\$ 20.00	\$ 760.00	38	\$ 78.00	\$ 2,964.00
	DIVISION 4	SEWERS AND DRAINS										
4.01	4030-A-1	PIPE CULVERTS, TRENCHED, RCP, 30"	LF	56	\$ 150.00	\$ 8,400.00	56	\$ 170.00	\$ 9,520.00	56	\$ 315.00	\$ 17,640.00
4.02	4030-B	PIPE APRON, TYPE II, RCP, 30"	EA	4	\$ 2,000.00	\$ 8,000.00	4	\$ 2,000.00	\$ 8,000.00	4	\$ 3,100.00	\$ 12,400.00
4.03	4030-B	PIPE APRON, TYPE II, CMP, 12"	EA	1	\$ 550.00	\$ 550.00	1	\$ 600.00	\$ 600.00	1	\$ 1,580.00	\$ 1,580.00
4.04	4030-C	FOOTINGS FOR CONCRETE PIPE APRONS, RCP, 67" X 48"	EA	4	\$ 1,750.00	\$ 7,000.00	4	\$ 2,000.00	\$ 8,000.00	4	\$ 2,170.00	\$ 8,680.00
4.05	4030-D	PIPE APRON GUARD, 30"	EA	4	\$ 1,750.00	\$ 7,000.00	4	\$ 1,750.00	\$ 7,000.00	4	\$ 1,755.00	\$ 7,020.00
	DIVISION 7	STREETS AND RELATED WORK										
7.01	7030-A-2	REMOVAL OF SHARED USE PATH	SY	26.7	\$ 15.00	\$ 400.50	26.7	\$ 30.00	\$ 801.00	26.7	\$ 160.00	\$ 4,272.00
7.02	7030-C	SHARED USE PATH, PCC, 5"	SY	26.7	\$ 140.00	\$ 3,738.00	26.7	\$ 162.00	\$ 4,325.40	26.7	\$ 230.00	\$ 6,141.00
	DIVISION 8	TRAFFIC CONTROL										
8.01	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 3,030.00	\$ 3,030.00
	DIVISION 9	SITE WORK AND LANDSCAPING										
9.01	9010-B-999	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 1	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,900.00	\$ 1,900.00	1	\$ 3,030.00	\$ 3,030.00
9.02	9010-B-999	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING, TYPE 2	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,900.00	\$ 1,900.00	1	\$ 2,525.00	\$ 2,525.00
9.03	9040-D-1	FILTER SOCK, 9 IN.	LF	400	\$ 3.00	\$ 1,200.00	400	\$ 3.00	\$ 1,200.00	400	\$ 2.00	\$ 800.00
9.04	9040-D-2	FILTER SOCK, REMOVAL	LF	400	\$ 1.00	\$ 400.00	400	\$ 1.00	\$ 400.00	400	\$ 1.00	\$ 400.00
9.05	9040-E	TEMPORARY ROLLED EROSION CONTROL, TYPE 1.C	SY	170	\$ 25.00	\$ 4,250.00	170	\$ 27.00	\$ 4,590.00	170	\$ 3.00	\$ 510.00
9.06	9040-E	TEMPORARY ROLLED EROSION CONTROL, TYPE 3.B	SY	26.5	\$ 40.00	\$ 1,060.00	26.5	\$ 50.00	\$ 1,325.00	26.5	\$ 30.50	\$ 808.25
9.07	9040-J	RIP RAP, CLASS E REVETMENT	TON	56	\$ 100.00	\$ 5,600.00	56	\$ 125.00	\$ 7,000.00	56	\$ 98.00	\$ 5,488.00
9.08	9040-J	RIP RAP, MACADAM STONE	TON	2.6	\$ 500.00	\$ 1,300.00	2.6	\$ 500.00	\$ 1,300.00	2.6	\$ 455.00	\$ 1,183.00
	DIVISION 11	MISCELLANEOUS										
11.01	11,020-A	MOBILIZATION	LS	1	\$ 14,421.50	\$ 14,421.50	1	\$ 19,000.00	\$ 19,000.00	1	\$ 14,850.00	\$ 14,850.00
11.02	11,050-A	CONCRETE WASHOUT	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00	1	\$ 505.00	\$ 505.00
<b>TOTAL AMOUNT BID =</b>						<b>\$ 75,000.00</b>			<b>\$ 86,771.40</b>			<b>\$ 108,856.25</b>

# WOODLAND RESERVE TRAIL Project Location

# NORTH CREEK PARK RECREATIONAL TRAIL Project Location





ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 and subgrade preparation for the SE Four Mile Drive Turn Lane Improvements.

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 subgrade preparation for the SE Four Mile Drive Turn Lane Improvements.

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 subgrade preparation for the SE Four Mile Drive Turn Lane Improvements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Contract and Bonds</a>

**RESOLUTION**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND  
ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR  
THE CONSTRUCTION OF STREET PAVING AND SUBGRADE PREPARATION FOR  
SE FOUR MILE DRIVE TURN LANE IMPROVEMENTS**

---

**WHEREAS**, the plans and specifications for the construction of street paving and subgrade preparation for SE Four Mile Drive Turn Lane Improvements have been submitted and approved by the City Engineer; and

**WHEREAS**, the three party contract 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.
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 6<sup>th</sup> day of May 2024.

---

Mark E. Holm, Mayor

**ATTEST:**

---

Michelle Yuska, City Clerk

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 26th day of April, 2024, by and between McAninch Corporation hereinafter called the "contractor", and Four Mile RE, LLC 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> Storm Sewers	<u>  X  </u> Paving	<u>  X  </u> Subgrade Prep.

As shown in construction plans titled (Project Name) Four Mile Drive Turn Improvements  
Ankeny, Iowa Pok County, and bearing an "Approved For Construction Date" of April / 18 / 2024.

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 5/1/24, and shall fully complete the work not later than 12/31/25.

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ 211,423.00 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.

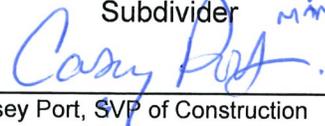
ARTICLE VII: OBLIGATIONS TO CITY

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 in three (3) original counterparts as of the day and year first stated above.

\_\_\_\_\_  
McAninch Corporation  
Contractor  
by   
Matt Dykstra, Executive Vice President

email: mdykstra@mcaninchcorp.com  
(Required for return of signed document)

\_\_\_\_\_  
Four Mile RE, LLC *by HUBBELL REALTY CO*  
Subdivider *MANAGING MEMBER*  
by   
Casey Port, SVP of Construction

email: casey.port@hubbellrealty.com  
(Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

by   
City Engineer



24-Apr-24

Job: Four Mile Turn Lane

---

ITEM/DESCRIPTION	QUANTITY	TYPE OF UNIT	UNIT PRICE	EXTENSION
<b>Estimated Quantities:</b>				
1 ACC Pavement Removal	350	SY	\$ 74.16	\$ 66,826.00
2 HMA Composite Pavement (10")	740	SY	\$ 110.00	\$ 81,400.00
3 PCC Pavement (10")	66	SY	\$ 48.60	\$ 3,208.00
4 Gravel Shoulder	160	TN	\$ 57.00	\$ 9,114.00
5 Pavement Markings	1191.29	STA	\$ 20,756.00	\$ 20,756.00
6 Traffic Control	1	LS	\$ 14,720.00	\$ 14,720.00
7 Street Signs	1	LS	\$ 2,833.00	\$ 2,833.00
8 Seeding	1	LS	\$ 12,566.00	\$ 12,566.00
<b>TOTALS</b>				<b>\$ 211,423.00</b>

---

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That McAninch Corporation as principal  
and Western Surety Company as surety are  
held and firmly bound unto the City of Ankeny

and Four Mile RE, LLC as owner(s)  
in the penal sum of

Two Hundred Eleven Thousand Four Hundred Twenty-three & 00/100 Dollars (\$ 211,423.00),  
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 26th day of April, 2024.

WHEREAS, the principal has entered into a certain written contract, dated the 26th day of  
April, 2024, with the owner(s) for:

**Paving and Subgrade Prep. In connection with Four Mile Drive Turn Improvements, 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 Four Mile RE, LLC,  
Four Mile RE, LLC, 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:

McAninch Corporation

principal

by

Matt Dykstra  
Matt Dykstra, Executive Vice President

Western Surety Company

surety

(SEAL)

by

Sara Huston  
Sara Huston, Attorney-in-Fact



City of Ankeny

by

Ronald Clark

Four Mile RE, LLC

owner

By HUBBARD REALTY CO  
MANAGING MEMBER

by

Casey Post VP

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That McAninch Corporation of Des Moines, 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 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 Two Hundred Eleven Thousand Four Hundred Twenty-three & 00/100 DOLLARS (\$ 211,423.00), 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.

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 26th day of April, 2024, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

**Paving and Subgrade Prep. In connection with Four Mile Drive Turn Improvements, 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 26th day of April, 2024.

McAninch Corporation

principal

by

Matt Dykstra, Executive Vice President

Western Surety Company

surety

(SEAL)

by

Sara Huston, Attorney-in-Fact



Approved as to form:

City of Ankeny, Iowa

by

Donald Clark

City Engineer

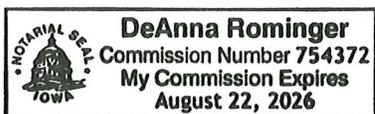
**ACKNOWLEDGEMENT OF PRINCIPAL**

STATE OF Iowa )

COUNTY OF Polk )

On this 26 day of April, in the year 2024, before me personally appeared Matt Dykstra, Executive Vice President of McAninch Corporation, known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



DeAnna Rominger, Notary Public

My Commission Expires: August 22, 2026

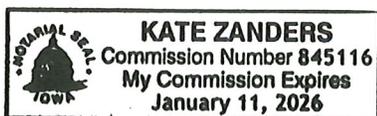
**ACKNOWLEDGEMENT OF SURETY**

STATE OF Iowa )

COUNTY OF Dallas )

On this 26th day of April, in the year 2024, before me personally come(s) Sara Huston, Attorney-in-Fact of Western Surety Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Western Surety Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Kate Zanders, Notary Public

My Commission Expires: 01/11/2026

# 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, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 29th day of December, 2023.



WESTERN SURETY COMPANY

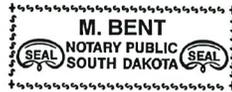
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 29th day of December, 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, 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 below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of April, 2024



WESTERN SURETY COMPANY

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."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

ACTION REQUESTED:  
Resolution

LEGAL:  
Item Reviewed by Legal Counsel

SUBJECT:  
Consider motion to adopt **RESOLUTION** approving contract and bonds with Granite Excavating in the amount of \$1,231,702.00 for the NE 36th Street & NE 38th Street Water Main Loop 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="#">Resolution</a>
 <a href="#">Contract</a>

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP", and moved its adoption. 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 APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the NE 36th Street and NE 38th Street Water Main Loop, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Granite Excavating of Elkhart, Iowa

Amount of bid: \$1,231,702.00

Bond surety: \_\_\_\_\_

Date of bond: \_\_\_\_\_

Portion of project: All construction work

PASSED AND APPROVED this 6<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## CONTRACT

THIS CONTRACT, made and entered into at Ankeny, Iowa this 15<sup>th</sup> day of APRIL, 20 24, by and between the City of Ankeny, Iowa by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and Granite Excavating, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the Ankeny Public Services Building. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvement:

### NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP

The NE 36th Street and NE 38th Street Water Main Loop project includes the installation of water main generally located along the north side of NE 36th Street (110th Avenue in Polk County) from just east of NE Spectrum Drive to NE 38th Street, thence along the west right of way of NE 38th Street to NE 18th Street (NE 102nd Avenue in Polk County).

The construction improvements consist of approximately 11,370 linear feet of 16" water main installation, of which 620 linear feet of pipe shall be installed using horizontal directional drilling methods. Other associated work to occur on site are extensions of 1-inch water services to residential properties, temporary surface restoration, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of one million two hundred thirty-one thousand seven hundred two DOLLARS (\$1,231,702.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project within **eighty (80) working days**. Full completion for the overall project shall be defined as all work including permanent 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).

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

**JURISDICTION:**

By \_\_\_\_\_  
Mark E. Holm, Mayor

(Seal)  
ATTEST:  
  
\_\_\_\_\_  
Michelle Yuska, City Clerk

**CONTRACTOR:**

Granite Excavating LLC  
Contractor

By [Signature]  
Signature

President  
Title

111 S 2nd St  
Street Address

Polk City IA 50226  
City, State, Zip Code

515 220 2112  
Telephone

**CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:**

1. All Contractors: The Contractor shall enter its Public Registration Number C1433-52 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
  - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
  - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

**NOTE:**

1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known, who, being by me duly sworn, did say that they are the \_\_\_\_\_, and \_\_\_\_\_, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

PARTNERSHIP ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that the person is one of the partners of \_\_\_\_\_, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

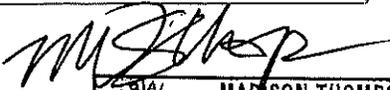
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

X LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa )  
 ) SS  
Polk County)

On this 11th day of April, 2024, before me a Notary Public in and for said county, personally appeared Granite Excavation me personally known, who being by me duly sworn did say that person is Rebecca Weirhold of said Granite Excavation, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) \_\_\_\_\_, and that said instrument was signed and sealed on behalf of the said \_\_\_\_\_, by authority of its managers and the said \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said \_\_\_\_\_, by it voluntarily executed.

  
\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires April 11, 2026, 20\_\_\_\_

	<b>MADISON THOMPSON</b> Commission Number 847318 My Commission Expires <u>April 11, 2026</u>
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**CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES**

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	<b>GENERAL PROVISIONS AND COVENANTS</b>				
1.01	Additional Insurance Requirements	LS	1	\$200.00	\$200.00
	<b>BARTHWORK</b>				
2.01	Clearing and Grubbing	LS	1	\$2,000.00	\$2,000.00
	<b>TRENCH EXCAVATION AND BACKFILL</b>				
3.01	Trench Foundation (Contingency)	TON	150	\$60.00	\$9,000.00
3.02	Replacement of Unsuitable Backfill Material (Contingency)	CY	150	\$46.00	\$6,900.00
3.03	Trench Compaction Testing	LS	1	\$3,000.00	\$3,000.00
	<b>SEWERS AND DRAINS</b>				
4.01	Tile Repair, 4- to 8-Inch (Contingency)	LF	100	\$25.00	\$2,500.00
4.02	Tile Repair, 10- to 15-Inch (Contingency)	LF	100	\$33.00	\$3,300.00
	<b>WATER MAIN AND APPURTENANCES</b>				
5.01	Water main Connection at 16-Inch, North Connection	LS	1	\$6,000.00	\$6,000.00
5.02	Water main Connection at 16-Inch, South Connection	LS	1	\$1,900.00	\$1,900.00
5.03	Water main Connection at 12-Inch, NE 29th Street Connection	LS	1	\$2,400.00	\$2,400.00
5.04	Water Main, Trenched, 16-Inch	LF	10,752	\$68.00	\$731,136.00
5.05	Water Main, Trenchless, 16-Inch	LF	619	\$280.00	\$173,320.00
5.06	Water Main Tee, 16-Inch, With 16-Inch MJ Cap	EA	1	\$3,000.00	\$3,000.00
5.07	Water Main Tee, 16-Inch X 12-Inch, With 12-Inch MJ Cap	EA	1	\$2,000.00	\$2,000.00
5.08	Water Service Corp and Curb Stop	EA	5	\$600.00	\$3,000.00
5.09	Water Service, 1-Inch	LF	402	\$29.00	\$11,658.00
5.10	Tracer Wire Access Pedestal	EA	10	\$250.00	\$2,500.00
5.11	Gate Valve, 12-Inch	EA	1	\$5,100.00	\$5,100.00
5.12	Gate Valve, 16-Inch	EA	9	\$13,300.00	\$119,700.00

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
5.13	Fire Hydrant Assembly, WM-201	EA	9	\$8,500.00	\$76,500.00
5.14	Fire Hydrant Assembly, Remove and Replace	EA	1	\$2,850.00	\$2,850.00
	<b>STREETS AND RELATED WORK</b>				
7.01	Pavement Removal	SY	76	\$13.00	\$988.00
	<b>TRAFFIC CONTROL</b>				
8.01	Traffic Control	LS	1	\$7,000.00	\$7,000.00
	<b>SITE WORK &amp; LANDSCAPING</b>				
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching - Type 1	AC	0.55	\$5,200.00	\$2,860.00
9.02	Hydraulic Seeding, Seeding, Fertilizing, and Mulching - Type 2	AC	0.50	\$4,700.00	\$2,350.00
9.03	Temporary BFM Mulching	AC	12.60	\$2,900.00	\$36,540.00
9.04	Erosion Control Measures	LF	2,000	\$2.00	\$4,000.00
	<b>MISCELLANEOUS</b>				
11.01	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00

**TOTAL CONTRACT AMOUNT =**

**\$1,231,702.00**

**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, Granite Excavating, LLC, as Principal (hereinafter the "Contractor" or "Principal") and United Fire & Casualty Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Million Two Hundred Thirty-One Thousand Seven Hundred Two and no/100 DOLLARS (\$ 1,231,702.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 15<sup>th</sup> day of APRIL, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

**NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP**

The **NE 36th Street and NE 38th Street Water Main Loop** project includes the installation of water main generally located along the north side of NE 36th Street (110th Avenue in Polk County) from just east of NE Spectrum Drive to NE 38th Street, thence along the west right of way of NE 38th Street to NE 18th Street (NE 102nd Avenue in Polk County).

The construction improvements consist of approximately 11,370 linear feet of 16" water main installation, of which 680 linear feet of pipe shall be installed using horizontal directional drilling methods. Other associated work to occur on site are extensions of 1-inch water services to residential properties, temporary surface restoration, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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 Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
  
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
  
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
  - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

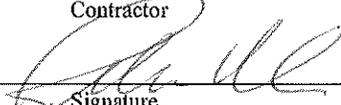
Witness our hands, in triplicate, this 15th day of April, 2024.

**PRINCIPAL:**

Granite Excavating, LLC

Contractor

By

  
Signature

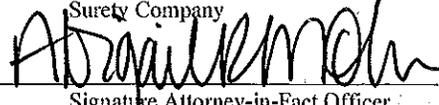
President  
Title

**SURETY:**

United Fire & Casualty Company

Surety Company

By

  
Signature Attorney-in-Fact Officer

Abigail R. Mohr

Printed Name of Attorney-in-Fact Officer

United Fire & Casualty Company

Company Name

118 Second Ave SE

Company Address

Cedar Rapids, IA 52401

City, State, Zip Code

319-399-5700

Company Telephone Number

**NOTE:**

1. All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MATT FAY, ABIGAIL R. MOHR, MAT DEGROOTE, SANDY VANOSTEN, LAURA PEIFFER, DENISE ALLEX, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

30th day of March, 2021

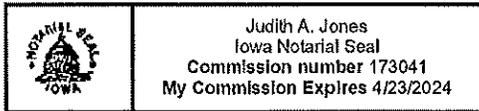


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 30th day of March, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 15th day of April, 2024.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/12/2024

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).

<b>PRODUCER</b> Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	<b>CONTACT NAME:</b> Tristyn Paup <b>PHONE (A/C, No, Ext):</b> 515-974-4604 <b>E-MAIL ADDRESS:</b> tpaup@holmesmurphy.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Integrity Insurance Company	<b>NAIC #</b> 10288
<b>INSURED</b> Granite Excavating LLC 4008 NE 126th Avenue Elkhart, IA 50073	<b>WENEXCPC</b>	<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**                      **CERTIFICATE NUMBER: 552255398**                      **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Ded 3,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	CPP2838572	2/14/2024	2/14/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	CA2750430	2/14/2024	2/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	CUP2750432	2/14/2024	2/14/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WCP2750431	2/14/2024	2/14/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)  
Project state date: 4/15/24  
The City of Ankeny and Srand Associates, Inc. are Additional Insured on the General Liability as required by written contract with the Insured, per policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  City of Ankeny Ankeny City Hall 410 West First Street Ankeny IA 50023 USA	<b>CANCELLATION</b>  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 <i>Kari Coolidge</i>
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## STATEMENT OF BIDDER'S QUALIFICATIONS FORM

Following the bid opening for the listed project, the Contractor who is the lowest responsive bidder shall submit a fully completed written statement on this form sworn to before an officer authorized by law to administer oaths. The Contractor shall be bound by the information set forth in the statement. This form shall be submitted to the City of Ankeny within twenty-four (24) hours of the bid opening.

**Failure to submit a fully completed and accurate Statement of Bidder's Qualifications Form may result in the Proposal being rejected.**

### **Instructions**

1. All questions must be answered completely and correctly.
2. Do not leave blanks.
3. If a question or section is not applicable, write "Not Applicable" or "N/A."
4. "Information Provided Upon Request" or similar responses are not acceptable.
5. If you need additional space to complete an answer, use a separate piece of paper and attach it to this form.

### **Project Information**

Project Name: NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP

Owner's Name: City of Ankeny, Iowa

Owner's Address: Ankeny City Hall, 410 West First Street, Ankeny, Iowa, 50023

### **Contractor Information**

1. Identification
  - A. Name of Organization: Granite Excavating LLC \_\_\_\_\_
  - B. Name and Title of Responsible Individual: Rebecca Wenthold President \_\_\_\_\_
  - C. Contractor's Address: 111 S 2<sup>nd</sup> St PO Box 230 Polk City IA 50226 \_\_\_\_\_
  - D. Telephone Number: 515-220-2112 or 515-441-6706 \_\_\_\_\_
  - E. Fax Number: 515-220-4302 \_\_\_\_\_
  - F. E-mail: rebecca@granite-excavating.com or ap@granite-excavating.com \_\_\_\_\_

2. Responsibility

A. Has the Contractor's Registration ever been suspended or revoked in any jurisdiction?

\_\_\_\_\_ Yes     No

If yes, provide all relevant information and documentation regarding the suspension or revocation.

B. Has the Contractor ever been unable to obtain a bond or been denied a bond?

\_\_\_\_\_ Yes     No

If yes, provide all relevant information and documentation regarding the refusal or denial.

C. Has the Contractor had any judgments entered against it or been a party to arbitration proceedings or litigation within the past five (5) years, or are there any currently pending arbitration proceedings or litigation involving the Contractor or any of its officers?

\_\_\_\_\_ Yes     No

If yes, provide listings, status, and outcomes regarding the judgments, arbitration proceedings, or litigation. The Owner reserves the right to request additional information, if deemed necessary.

D. Within the past five (5) years, has the Contractor, or the Contractor's proposed subcontractor(s) for the Project, ever been prohibited, debarred, disqualified, or removed by any federal, state, or local governmental entity from bidding on any project?

\_\_\_\_\_ Yes     No

If yes, provide all relevant information and documentation regarding the prohibition, debarment, disqualification, or removal.

E. Within the past five (5) years, has the Contractor, or the Contractor's proposed subcontractor(s) for the Project, received notification of breach or default on any contract; had any contract terminated; had any owner request to take over work; failed to substantially complete any project in a timely manner; or failed to fully complete any project in a timely manner?

\_\_\_\_\_ Yes     No

If yes, provide all relevant information and documentation regarding said breach, default, termination, owner request to take over work, or failure to complete.





ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 Print

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

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ACTION REQUESTED:

Resolution

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LEGAL:

No Review Required

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SUBJECT:

**Aspen Ridge Trail:** Consider motion to approve: a) Final Change Order #2 increasing the contract amount by \$4,975.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Caliber Concrete LLC in the amount of \$91,382.06; and d) Final Payment #2 in the amount of \$23,156.25; and Retainage Payment in the amount of \$4,569.10.

---

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 Caliber Concrete LLC on the Aspen Ridge Trail project.

The Aspen Ridge Trail project is now complete. A series of actions are needed in order to close out this construction project:

a) Approval of the Final Change Order #2 increasing the contract amount by \$4,975.00.

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, and that the final contract amount is \$91,382.06.

c) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the Aspen Ridge Trail project and establishes the final contract amount to be \$91,382.06.

d) Final Payment: Caliber Concrete LLC = \$23,156.25.

Retainage Payment: Caliber Concrete LLC = \$4,569.10.

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.

---

**FISCAL IMPACT: No**

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

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**CITY MANAGER'S RECOMMENDATIONS:**

It is recommended that the council take the following actions:

1. Approve Final Change Order #2 increasing the contract amount by \$4,975.00.
2. Accept the Engineer's Certificate of Completion for the Aspen Ridge Trail project.
3. Adopt the Resolution accepting the Aspen Ridge Trail project with Caliber Concrete LLC in the final contract amount of \$91,382.06.
4. Authorize Final Payment to Caliber Concrete LLC in the amount of \$23,156.25 and Retainage Payment in the amount of \$4,569.10.

---

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

August 21, 2023: City Council adopted plans, specifications, form of contract, and estimate of cost; awarded construction contract; and approved construction contract and bonds.

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**PUBLIC OUTREACH EFFORTS:**

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Change Order #2</a>
<input type="checkbox"/> <a href="#">Payment #3 (Final)</a>
<input type="checkbox"/> <a href="#">Certificate of Completion</a>
<input type="checkbox"/> <a href="#">Resolution</a>

## CHANGE ORDER FORM



**Project Title:** Aspen Ridge Trail  
**Contractor:** Caliber Concrete LLC  
**Address:** 309 Audubon St. PO Box 248, Adair, IA 50002  
**Finance Budget Code:** 973.2973.4408     **Finance Project #:** 973.4408  
**Vendor Project #:** 0     **Purchase Order #:** NA  
**Original Contract Date:** August 21, 2023     **Vendor Account #:** 10157

**Date of Council Meeting:** May 6, 2024     **Change Order #:** 2

**Purpose of Change Order:**

Item 1: Increase quantity of Temporary Erosion Control, Hydromulching to cover Outlot Z disturbed area.  
 Item 2: Decrease quantity of Silt Fence for work not accomplished.  
 Item 3: Decrease quantity of Silt Fence, Removal for work not accomplished.  
 Item 4: Increase quantity of Conventional Seeding, Type 1 to cover Outlot Z disturbed area.

**Details of Change Order:**

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
9.04	Conventional Seeding, Type 1	AC	0.11	\$ 30,000.00	\$ 3,300.00
9.05	Silt Fence	LF	(40.00)	\$ 10.00	\$ (400.00)
9.06	Silt Fence, Removal	LF	(40.00)	\$ 10.00	\$ (400.00)
9.09	Temporary Erosion Control, Hydromulching	AC	0.11	\$ 22,500.00	\$ 2,475.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

**Change Order #:** 2     **makes the following adjustments to the Contract:**     **\$ 4,975.00**

Contractor Accepted: Caliber Concrete LLC

Signature: *[Signature]*     Firm Name: Caliber Concrete LLC  
 Date: 4-17-2024

Engineer Approved: Farnsworth Group, Inc.

Signature: *[Signature]*     Firm Name: Farnsworth Group, Inc.  
 Date: 04/17/2024

Owner Accepted: City of Ankeny

Signature: \_\_\_\_\_     Title: Mayor  
 Date: May 6, 2024

Attest for Owner:

Signature: \_\_\_\_\_     Title: City Clerk  
 Date: May 6, 2024

**Record of Change Orders:**

Original Contract Amount		\$ 82,437.46
#	Change Order Date	Amount
1	November 10, 2023	\$ 3,969.60
2	May 6, 2024	\$ 4,975.00
3		
4		
5		
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15		

**Revised Contract Amount**     **\$ 91,382.06**

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** Aspen Ridge Trail  
**Contractor:** Caliber Concrete LLC  
**Address:** 309 Audubon St. PO Box 248, Adair, IA 50002  
**Finance Budget Code:** 973.2973.4408    **Finance Project #:** 973.4408  
**Vendor Project #:** \_\_\_\_\_    **Purchase Order #:** NA  
**Original Contract Date:** August 21, 2023    **Vendor Account #:** 10157

**Date of Council Meeting:** May 6, 2024      **Payment Application #:** 2

**Payment Period:** From: October 28, 2023      Through: April 15, 2024

**Contract Summary:**

Original Contract Amount:	\$	82,437.46	
Net Change by Change Orders:	\$	8,944.60	
Contract Amount to Date: (line 1 ± 2)		\$	91,382.06
 Total Completed and Stored to Date:	 \$	 91,382.06	
Retainage: <u>5</u> % of Completed Work:	\$	4,569.10	
Total Earned Less Retainage:		\$	86,812.96
Less Previous Applications for Payment:		\$	63,656.71
<b>SUBTOTAL:</b>			\$            23,156.25

**OTHER CHARGES:** \$ \_\_\_\_\_ -

**CURRENT PAYMENT DUE:** \$            23,156.25

**Balance to Finish, Including Retainage:** \$            4,569.10

**Contract Time Remaining (Substantial):** \_\_\_\_\_ - Working Days  
**Contract Time Remaining (Final):** \_\_\_\_\_ - 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]* 4-18-24  
Signature Date

**Engineer / Consultant Approval:** Farnsworth Group, Inc.  
 \_\_\_\_\_  
Firm Name  
*[Signature]* 04/18/2024  
Signature Date

**City of Ankeny Staff Approval:**  
 \_\_\_\_\_  
Signature 4/22/24  
Signature Date

**Submit to:** Nick Lenox, Director of Parks & Recreation  
**E-mail:** nlenox@ankenyiowa.gov Phone Number: 515.963.3576

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 COMPLETED	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
<b>EARTHWORK</b>														
2.01	Topsoil, On-Site (5" Depth)	CY	108.00		108.00	\$ 41.12	\$ 4,440.96		\$ -	108.00	108.00	\$ 4,440.96	0.00	100.00%
2.02	Subgrade Preparation, 5" Depth	SY	750.00		750.00	\$ 4.00	\$ 3,000.00		\$ -	750.00	750.00	\$ 3,000.00	0.00	100.00%
<b>SEWERS AND DRAINS</b>														
4.01	Pipe Culvert, HDPE, Trenchless, 6" DIA.	LF	52.00		52.00	\$ 32.00	\$ 1,664.00		\$ -	52.00	52.00	\$ 1,664.00	0.00	100.00%
<b>STREETS AND RELATED WORK</b>														
7.01	Sidewalk, PCC, 5-inch Non-Reinforced	SY	750.00		750.00	\$ 54.61	\$ 40,957.50		\$ -	750.00	750.00	\$ 40,957.50	0.00	100.00%
7.02	Sidewalk Assurance Testing	LS	1.00		1.00	\$ 1,000.00	\$ 1,000.00		\$ -	1.00	1.00	\$ 1,000.00	0.00	100.00%
<b>TRAFFIC CONTROL</b>														
8.01	Temporary Traffic Control	LS	1.00		1.00	\$ 250.00	\$ 250.00		\$ -	1.00	1.00	\$ 250.00	0.00	100.00%
8.02	Traffic Signs	EA	4.00		4.00	\$ 300.00	\$ 1,200.00		\$ 1,200.00		4.00	\$ 1,200.00	0.00	100.00%
8.03	Wood Posts	LF	60.00		60.00	\$ 5.00	\$ 300.00		\$ 300.00		60.00	\$ 300.00	0.00	100.00%
<b>SITE WORK AND LANDSCAPING</b>														
9.01	Aeration	AC	3.00		3.00	\$ 1,500.00	\$ 4,500.00		\$ 4,500.00		3.00	\$ 4,500.00	0.00	100.00%
9.02	Overseeding	AC	3.00		3.00	\$ 1,000.00	\$ 3,000.00		\$ 3,000.00		3.00	\$ 3,000.00	0.00	100.00%
9.03	Topdressing	AC	3.00		3.00	\$ 2,500.00	\$ 7,500.00		\$ 7,500.00		3.00	\$ 7,500.00	0.00	100.00%
9.04	Conventional Seeding, Type 1	AC	0.07	0.11	0.18	\$ 30,000.00	\$ 5,400.00		\$ 5,400.00		0.18	\$ 5,400.00	0.00	100.00%
9.05	Silt Fence	LF	40.00	(40.00)	0.00	\$ 10.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
9.06	Silt Fence, Removal	LF	40.00	(40.00)	0.00	\$ 10.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
9.07	Inlet Protection Device, Type 1	EA	2.00		2.00	\$ 300.00	\$ 600.00		\$ -	2.00	2.00	\$ 600.00	0.00	100.00%
9.08	Inlet Protection Device, Maintenance	EA	2.00		2.00	\$ 100.00	\$ 200.00		\$ -	2.00	2.00	\$ 200.00	0.00	100.00%
9.09	Temporary Erosion Control, Hydromulching	AC	0.07	0.11	0.18	\$ 22,500.00	\$ 4,050.00		\$ 2,475.00	0.07	0.18	\$ 4,050.00	0.00	100.00%
<b>MISCELLANEOUS</b>														
11.01	Mobilization / Insurance / Bonds / Site Preparation	LS	1.00		1.00	\$ 8,850.00	\$ 8,850.00		\$ -	1.00	1.00	\$ 8,850.00	0.00	100.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 500.00	\$ 500.00		\$ -	1.00	1.00	\$ 500.00	0.00	100.00%
<b>CHANGE ORDER ITEMS</b>														
12.01	Add Concrete Wall per SI-02	LS	0.00	1.00	1.00	\$ 1,502.40	\$ 1,502.40		\$ -	1.00	1.00	\$ 1,502.40	0.00	100.00%
12.02	Import additional topsoil fill material	CY	0.00	60.00	60.00	\$ 41.12	\$ 2,467.20		\$ -	60.00	60.00	\$ 2,467.20	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 91,382.06 PAY PERIOD = \$ 24,375.00

COMPLETED = \$ 91,382.06

100.00%

# CERTIFICATE OF COMPLETION

## *Aspen Ridge Trail & Park*

Ankeny, Iowa

*May 6, 2024*

This is to certify that the construction improvements on the *Aspen Ridge Trail & Park* project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***\$91,382.06***. I hereby recommend acceptance of the project.

Respectfully submitted,



*Kristofer J. Orth, AIA  
Architecture Principal  
Farnsworth Group, Inc.  
Iowa License Number 05422*

**RESOLUTION NO. 2024-**

**RESOLUTION ACCEPTING THE ASPEN RIDGE TRAIL PROJECT**

---

**WHEREAS**, on the 21<sup>st</sup> day of August, 2023, the City of Ankeny, Iowa entered into a contract with Caliber Concrete LLC, IA, for the construction of certain public improvements generally described as construction of the Aspen Ridge Trail 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 Engineer filed with the Clerk on May 6, 2024.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the report of City Staff 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 \$91,382.06 as shown in the report of the Engineer.

**PASSED AND APPROVED** on this 6<sup>th</sup> day of May, 2024.

---

Mark E. Holm, Mayor

**ATTEST:**

---

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

Resolution

LEGAL:

No Review Required

SUBJECT:

**N Ankeny Boulevard & 18th Street Intersection Improvements**: Consider motion to approve: a) Final Change Order #4 increasing the contract amount by \$48,245.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with All Star Concrete, LLC in the amount of \$497,606.85; and d) Final Payment #4 in the amount of \$111,623.89; and Retainage Payment in the amount of \$24,880.34.

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 All State Concrete, LLC of Johnston, Iowa on the N Ankeny Boulevard & 18th Street Intersection Improvements.

The project is now complete. A series of actions are needed in order to close out this construction project:

- a) Approval of the Final Change Order #4 increasing the contract amount by \$48,245.00.
- 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, and that the final contract amount is \$497,606.85.
- c) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the N Ankeny Boulevard & 18th Street Intersection Improvements and establishes the final contract amount to be \$497,606.85.
- d) Final Payment: All Star Concrete, LLC = \$111,623.89.

Retainage Payment: All Star Concrete, LLC = \$24,880.34

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.

---

**FISCAL IMPACT: No**

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

---

**CITY MANAGER'S RECOMMENDATIONS:**

It is recommended that the council take the following actions:

1. Approve Final Change Order #4 increasing the contract amount by \$48,245.00.
2. Accept the Engineer's Certificate of Completion for the N Ankeny Boulevard & 18th Street Intersection Improvements.
3. Adopt the Resolution accepting the N Ankeny Boulevard & 18th Street Intersection Improvements with All Star Concrete, LLC in the final contract amount of \$497,606.85.
4. Authorize Final Payment to All Star Concrete, LLC in the amount of \$111,623.89 and Retainage Payment in the amount of \$24,880.34.

---

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

March 20, 2023: City Council held a public hearing; adopted plans, specifications, form of contract, and estimate of cost; awarded construction contract; and approved construction contract and bonds.

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**PUBLIC OUTREACH EFFORTS:**

---

**ACTION REQUESTED:**

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

**Click to download**

 [Change Order #4 & Final](#)

 [Certificate of Completion](#)

 [Resolution](#)

 [Pay Application #4 & Final](#)

**CHANGE ORDER FORM**



**Project Title:** N Ankeny Boulevard and 18th Street Intersection Improvements  
**Contractor:** All-Star Concrete LLC  
**Address:** 4989 NW Johnston Drive, Johnston, IA 50131  
**Finance Budget Code:** 913.3913.4451      **Finance Project #** 913.4451  
**Vendor Project or Invoice #:** N/A      **PO #** N/A  
**Ori ##** March 20, 2023      **Vendor #** 9679

Change Order Number: 4 (Final)

Change Order Date: May 20, 2024 JM

**Purpose of Change Order:**

C04: The existing traffic signal footing in the NE corner showed signs deterioration. For safety, it was decided to relocate the footing. Additionally, a handhole was relocated outside of the landscape beds and fiber optic lines relocated due to their existing shallow depths. Bid Items 5.01, 7.01, 7.02, 7.05, 7.06, 7.08, 7.09, 7.11, 7.12, 8.02, 8.04, 8.06, 8.09, 9.01, 9.02 quantities are revised to reflect what was measured in the field.

**Details of Change Order:**

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
CO4	Relocate Signal and Handhole (see attachment)	LS	1	\$ 31,515.00	\$ 31,515.00
5.01	Irrigation Sleeving, Trenchless HDPE, 3-inch Dia.	LF	4	\$ 105.00	\$ 420.00
7.01	Pavement, PCC, Class C-SUD, 9-inch Depth	SY	78.00	\$ 92.00	\$ 7,176.00
7.02	Curb and Gutter, 2.5-foot Width, 9-inch Depth	LF	79.00	\$ 55.00	\$ 4,345.00
7.05	Removal of Sidewalk	SY	21.00	\$ 15.00	\$ 315.00
7.06	Sidewalk, PCC, 5-inch Depth	SY	14.00	\$ 70.00	\$ 980.00
7.08	Sidewalk, PCC, 5-inch Depth, Textured Concrete	SY	(9.00)	\$ 100.00	\$ (900.00)
7.09	Sidewalk, PCC, 5-inch Depth, Colored and Textured Concrete	SY	4.00	\$ 125.00	\$ 500.00
7.11	Pavement Removal	SY	39.00	\$ 32.00	\$ 1,248.00
7.12	Curb and Gutter Removal	LF	124.00	\$ 14.00	\$ 1,736.00
8.02	Painted Pavement Markings, Durable	STA	(2.00)	\$ 195.00	\$ (390.00)
8.04	Pavement Markings Removed	STA	8.00	\$ 100.00	\$ 800.00
8.06	Grooves Cut for Pavement Markings	STA	(2.00)	\$ 100.00	\$ (200.00)
8.09	Portable Dynamic Message Sign (PDMS)	CDAY	(4.00)	\$ 150.00	\$ (600.00)
9.01	Conventional Seeding and Fertilizing, Type 6	AC	(0.20)	\$ 5,000.00	\$ (1,000.00)
9.02	Hydraulic Mulching, Bonded Fiber Matrix	AC	0.23	\$ 10,000.00	\$ 2,300.00

Change Order Nun # 4 (Final) makes the following adjustments to the Contract: **\$ 48,245.00**

Contractor Accepted: All-Star Concrete LLC

Firm Name: All-Star Concrete LLC  
 Signature: *Will Pottinger*      Date: 4.26.2024

Engineer Approved: Snyder & Associates, Inc.

Digitally signed by Jordan Stoermer  
 Signature: Jordan Stoermer      Date: 4/19/2024  
*revised by SH and 4/26/24*

Owner Accepted: City of Ankeny

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

Attest for Owner:

Signature: \_\_\_\_\_ Title: City Clerk  
 Date: \_\_\_\_\_

**Record of Change Orders**

#	Date	Amount
<b>Original Contract Amount</b>		<b>\$ 439,624.75</b>
1	July 17, 2023	\$ 2,420.00
2	September 5, 2023	\$ 3,671.60
3	September 18, 2023	\$ 3,645.50
4	May 20, 2024	\$ 48,245.00
5	<u>6 JM</u>	
6		
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Revised Contract Amount **\$ 497,606.85**

# CERTIFICATE OF COMPLETION

## *N Ankeny Boulevard and 18<sup>th</sup> Street Intersection Improvements*

**Ankeny, Iowa**

*May 6, 2024*

This is to certify that the construction improvements on the *N Ankeny Boulevard and 18<sup>th</sup> Street Intersection Improvements* project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$497,606.85**. I hereby recommend acceptance of the project.

Respectfully submitted,



*Jordan M. Stoermer, P.E.  
Civil Engineer  
Snyder & Associates, Inc.  
Iowa License Number P24485*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE N ANKENY BOULEVARD & 18<sup>TH</sup> STREET INTERSECTION IMPROCEMENTS" and moved its adoption. 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 ACCEPTING THE N ANKENY BOULEVARD  
& 18<sup>TH</sup> STREET INTERSECTION IMPROVEMENTS**

WHEREAS, on March 20, 2023, the City of Ankeny, Iowa, entered into contract with All Star Concrete, LLC of Johnston, Iowa, for the construction of the N Ankeny Boulevard & 18<sup>th</sup> Street Intersection Improvements, within the City, as therein described; and

WHEREAS, the contractor has fully completed the construction of the improvements, known as the N Ankeny Boulevard & 18<sup>th</sup> Street Intersection Improvements, in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on May 6, 2024:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the report of the Engineer be and the same is hereby approved and adopted and the improvements are hereby accepted as having been fully completed in accordance with the plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be \$497,606.85.

Section 2. The total project cost including construction, engineering, legal and administrative costs is determined to be \$497,606.85.

PASSED AND APPROVED this 6<sup>th</sup> day of May, 2024.

---

Mayor

ATTEST:

---

City Clerk

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**



**Project Title:** N Ankeny Boulevard and 18th Street Intersection Improvements  
**Contractor:** All-Star Concrete LLC  
**Address:** 4989 NW Johnston Drive, Johnston, IA 50131  
**Finance Budget Code:** 913.3913.4451      **Finance Project #** 913.4451  
**Vendor Project or Invoice #:** N/A      **PO #** N/A  
**Ori ##** March 20, 2023      **Vendor #** 9679

**Date of Council Meeting:** 5/6/24  
05/20/24      **PAYMENT REQUEST #** 4 (FINAL)  
**PAYMENT PERIOD:** From: 09/01/23 Through: 01/01/24

**Contract Summary**

Original Contract Amount:	\$	439,624.75
C04: The existing traffic signal footing in the	\$	57,982.10
Contract Amount to Date: (line 1 ± 2)	\$	497,606.85
Total completed and stored to date:	\$	497,606.85
Retainage: <u>5</u> % of Completed Work:	\$	24,880.34
Total Earned less Retainage:	\$	472,726.51
Less previous applications for payment:	\$	327,102.62
<b>SUBTOTAL</b>	<b>\$</b>	<b>145,623.89</b>

OTHER CHARGES (34 Calendar Days Past Contract @ \$1,000 / Calendar Day)      \$ (34,000.00)

**CURRENT PAYMENT DUE**      \$ 111,623.89

Balance to finish, including retainage:      \$ 24,880.34

Contract Time Remaining (If applicable)      N/A      Completion Date      August 18, 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 Concrete LLC  
Firm Name  
Will D. Meyer      4.26.2024  
Signature      Date

**Engineer / Consultant Approval:**      Snyder & Associates, Inc.  
Jordan Stoermer      4/19/2024  
Signature      Date

**City of Ankeny Staff Approval:**  
Leslie Hart      4/26/24  
Signature      Date

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

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
2.01	Topsoil, Off-site	CY	65		65	\$ 25.00	\$ 1,625.00		\$ -	65.00	\$ 1,625.00	0	100.00%
2.02	Excavation, Class 10, Waste	CY	150		150	\$ 4,200.00	\$ 630,000.00		\$ -	150.00	\$ 630,000.00	0	100.00%
2.03	Subgrade Preparation, 6-inch Depth	SY	575		575	\$ 7.00	\$ 4,025.00		\$ -	575.00	\$ 4,025.00	0	100.00%
2.04	Subbase, Modified, 6-inch Depth	SY	575		575	\$ 12.00	\$ 6,900.00		\$ -	575.00	\$ 6,900.00	0	100.00%
2.05	Removal of Structure, Retaining Wall	LS	1		1	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	\$ 2,500.00	0	100.00%
2.06	Removal of Structure, Brick Medians and Irrigation	LS	1		1	\$ 3,800.00	\$ 3,800.00		\$ -	1.00	\$ 3,800.00	0	100.00%
2.07	Compaction Testing	LS	1		1	\$ 4,200.00	\$ 4,200.00		\$ -	1.00	\$ 4,200.00	0	100.00%
<b>WATER MAIN AND APPURTENANCES</b>													
5.01	Irrigation Sleeving, Trenchless HDPE, 3-inch Dia.	LF	334	4	338	\$ 105.00	\$ 35,490.00		\$ -	338.00	\$ 35,490.00	0	100.00%
5.02	12-inch by 2-inch Service Saddle Tab and Corporation Valve	EA	1		1	\$ 4,800.00	\$ 4,800.00		\$ -	1.00	\$ 4,800.00	0	100.00%
5.03	Valve Box Extension	EA	6		6	\$ 642.00	\$ 3,852.00	3	\$ 1,926.00	3.00	\$ 3,852.00	0	100.00%
5.04	12-inch Ground Box	EA	6		6	\$ 530.00	\$ 3,180.00	6.00	\$ 3,180.00		\$ 3,180.00	0	100.00%
<b>STRUCTURES FOR SANITARY AND STORM</b>													
6.01	Manhole Adjustment, Minor	EA	3	(1)	2	\$ 2,000.00	\$ 4,000.00	1	\$ 2,000.00	1.00	\$ 4,000.00	0	100.00%
<b>STREETS AND RELATED WORK</b>													
7.01	Pavement, PCC, Class C-SUD, 6-inch Depth	SY	572	78	650	\$ 92.00	\$ 59,800.00	0.30	\$ 27.60	649.70	\$ 59,800.00	0	100.00%
7.02	Curb and Gutter, 2.5-foot Width, 9-inch Depth	LF	233	79	312	\$ 55.00	\$ 17,160.00	107.59	\$ 5,922.95	204.31	\$ 17,160.00	0	100.00%
7.03	PCC Beam Curb	LF	508	(14)	494	\$ 48.00	\$ 23,712.00	245	\$ 11,760.00	249.00	\$ 23,712.00	0	100.00%
7.04	Concrete Median, 6-inch Depth, PCC, Colored	SY	52		52	\$ 150.00	\$ 7,800.00		\$ -	52.00	\$ 7,800.00	0	100.00%
7.05	Removal of Sidewalk	SY	322	21	343	\$ 15.00	\$ 5,145.00	0.16	\$ 2.40	342.84	\$ 5,145.00	0	100.00%
7.06	Sidewalk, PCC, 6-inch Depth	SY	58	20.5	78.5	\$ 70.00	\$ 5,495.00	39.30	\$ 2,751.00	39.20	\$ 5,495.00	0	100.00%
7.07	Sidewalk, PCC, 6-inch Depth	SY	80		80	\$ 80.00	\$ 6,400.00	40.11	\$ 3,208.80	39.89	\$ 6,400.00	0	100.00%
7.08	Sidewalk, PCC, 6-inch Depth, Textured Concrete	SY	191	(9)	182	\$ 100.00	\$ 18,200.00	75.54	\$ 7,554.00	106.46	\$ 18,200.00	0	100.00%
7.09	Sidewalk, PCC, 6-inch Depth, Colored and Textured Concrete	SY	257	(2.5)	254.5	\$ 125.00	\$ 31,812.50	116.32	\$ 14,540.00	138.18	\$ 31,812.50	0	100.00%
7.10	Detachable Warning, Galvanized Steel	SF	144		144	\$ 60.00	\$ 8,640.00	72.00	\$ 4,320.00	72.00	\$ 8,640.00	0	100.00%
7.11	Pavement Removal	SY	184	39	223	\$ 32.00	\$ 7,136.00	0.02	\$ 0.64	183.98	\$ 7,136.00	0	100.00%
7.12	Curb and Gutter Removal	LF	1018	124	1,142	\$ 14.00	\$ 15,988.00	0	\$ -	1,141.65	\$ 15,988.00	0	100.00%
<b>TRAFFIC CONTROL</b>													
8.01	Traffic Signal Modifications	LS	1	0.0347	1.0347	\$ 69,734.00	\$ 72,154.00	0.5347	\$ 37,287.00	0.50	\$ 72,154.00	0	100.00%
8.02	Painted Pavement Markings, Durable	STA	55.25	(2)	53.25	\$ 195.00	\$ 10,383.75	51.2500	\$ 9,993.75	51.25	\$ 9,993.75	0	100.00%
8.03	Painted Symbols and Legends	EA	6		6	\$ 150.00	\$ 900.00	6.0000	\$ 900.00		\$ 900.00	0	100.00%
8.04	Pavement Markings Removed	STA	27	8	35	\$ 100.00	\$ 3,500.00	35.0000	\$ 3,500.00		\$ 3,500.00	0	100.00%
8.05	Symbols and Legends Removed	EA	2		2	\$ 200.00	\$ 400.00	2.0000	\$ 400.00		\$ 400.00	0	100.00%
8.06	Grooves Cut for Pavement Markings	STA	53.25	(2)	51.25	\$ 100.00	\$ 5,125.00	51.2500	\$ 5,125.00		\$ 5,125.00	0	100.00%
8.07	Grooves Cut for Symbols and Legends	EA	6		6	\$ 150.00	\$ 900.00	6.0000	\$ 900.00		\$ 900.00	0	100.00%
8.08	Temporary Traffic Control	LS	1		1	\$ 12,700.00	\$ 12,700.00	0.2338	\$ 2,969.26	0.7662	\$ 12,700.00	0	100.00%
8.09	Portable Dynamic Message Sign (PDMS)	CDAY	10	(4)	6	\$ 150.00	\$ 900.00	6.0000	\$ 900.00		\$ 900.00	0	100.00%
<b>SITE WORK AND LANDSCAPING</b>													
9.01	Conventional Seeding and Fertilizing, Type 6	AC	0.2	(0.2)	0	\$ 5,000.00	\$ -		\$ -	0.00	\$ -	0	0.00%
9.02	Hydraulic Mulching, Bonded Fiber Matrix	AC	0.2	0.23	0.43	\$ 10,000.00	\$ 4,300.00	0.23	\$ 2,300.00	0.20	\$ 4,300.00	0	100.00%
<b>MISCELLANEOUS</b>													
11.1	Mobilization	LS	1		1	\$ 55,750.00	\$ 55,750.00		\$ -	1.00	\$ 55,750.00	0	100.00%
11.2	Concrete Washout	LS	1		1	\$ 2,000.00	\$ 2,000.00	0.25	\$ 300.00	0.75	\$ 2,000.00	0	100.00%
11.3	Remove and Reinstall of Type 'A' Sign	EA	3		3	\$ 670.00	\$ 2,010.00		\$ -	3.00	\$ 2,010.00	0	100.00%
<b>CHANGE ORDER</b>													
CO.2	Remove Intake and Install Pipe	LS	1		1	\$ 5,671.60	\$ 5,671.60		\$ -	1.00	\$ 5,671.60	0	100.00%
CO.3	Removal of Retaining Wall	LS	1		1	\$ 1,500.00	\$ 1,500.00		\$ -	1.00	\$ 1,500.00	0	100.00%
CO.3	Install New Retaining Wall	LS	1		1	\$ 3,175.00	\$ 3,175.00		\$ -	1.00	\$ 3,175.00	0	100.00%
CO.4	Remove/Reinstall footing for traffic light pole, Relocate Hand hole	LS	1		1	\$ 31,515.00	\$ 31,515.00	1	\$ 31,515.00		\$ 31,515.00	0	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK  
 CONTRACT = \$ 497,606.85 PAY PERIOD = \$ 153,288.30 COMPLETED = \$ 497,606.85 100.00%

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Previous Applications for Payment**

No.	Date	Amount
1	July 17, 2023	\$ 135,988.48
2	September 5, 2023	\$ 124,917.53
3	September 18, 2023	\$ 66,196.61
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**Previous Applications for Payment**

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 327,102.62

**Record of Change Orders**

No.	Date	Amount
1	July 17, 2023	\$ 2,420.00
2	September 5, 2023	\$ 3,671.60
3	September 18, 2023	\$ 3,645.60
4	May 20, 2024	\$ 48,245.00
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20		

CHANGE ORDER TOTAL = \$ 57,982.10

**Contract Time Remaining**

Contract Period:	Completion Date
Construction Start Date:	June 7, 2023
Completion Date:	August 18, 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



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

Ensure Economic Vitality

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ACTION REQUESTED:

Motion

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LEGAL:

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SUBJECT:

Consider motion to approve certification to the Treasurer of State of Iowa the population of the Legacy Housby, LLC annexed territory as determined by the last certified federal census of said territory.

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EXECUTIVE SUMMARY:

The voluntary urbanized annexation of Legacy Housby, LLC was filed with the Secretary of State and the Polk County Recorder on March 15, 2024. The Polk County Recorder completed the recording on April 5, 2024. In any case where a city has annexed territory since the last available federal census or special federal census, the Mayor and Council shall certify to the Treasurer of State the population of such annexed territory as determined by the last certified federal census of said territory.

Population was verified with Polk County Maps and a data.census.gov search with 2020: DEC Redistricting Data.

Block 1031: 17 people, 7 houses

According to the Polk County General Map, it appears that one house is located within the annexation area. Total population count of 2 people.

---

FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approval of certified population by the Mayor and City Council to the Treasurer of State.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

August 11, 2023 Legacy Housby, LLC, by written application, requested the City of Ankeny to annex said property.

September 25, 2025 consultation meeting was held.

November 20, 2023 public hearing was held.

November 20, 2023. the Legacy Housby, LLC annexation was approved by resolution.

---

PUBLIC OUTREACH EFFORTS:

September 7, 2023, the City of Ankeny served notice of a consultation meeting to be held on September 25, 2023.

October 27, 2023, the City of Ankeny published notice of the Public Hearing to be held on November 20, 2023.

---

ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
<a href="#">📄 Resolution</a>
<a href="#">📄 Map</a>
<a href="#">📄 Certification to Treasurer of State</a>

---

Preparer Information: Laura Hutzell, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive Ankeny, IA 50023

Phone: 515-965-6445

---

**RESOLUTION 2023-437**

**A RESOLUTION ANNEXING CERTAIN TERRITORY LOCATED ADJACENT TO THE  
SOUTHEAST QUADRANT OF ANKENY REQUESTED BY LEGACY HOUSBY, LLC**

---

**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 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 WARRENTY 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**, 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:**

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 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).

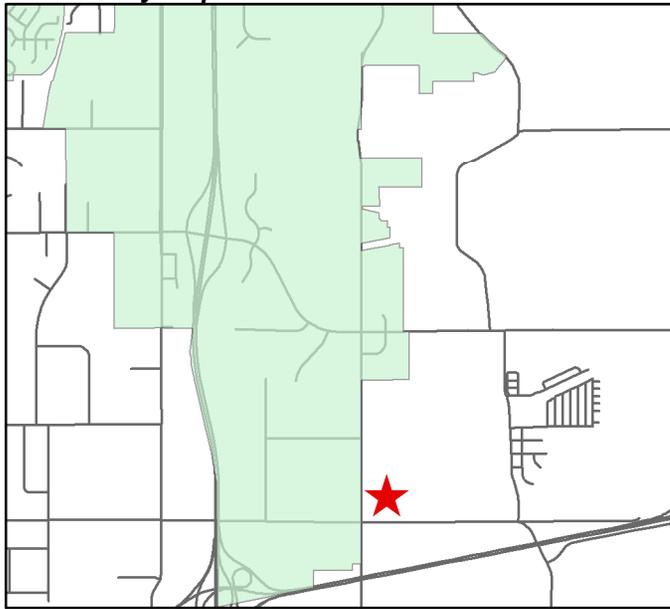
**BE IT FURTHER RESOLVED** by the City Council of the City of Ankeny, Iowa, that the City Clerk is hereby authorized to obtain from the Iowa Secretary of State an acknowledgment of its receipt of the herein-referred to map and resolution and the City Clerk is hereby authorized and directed to certify, 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 20<sup>th</sup> day of November, 2023.

DocuSigned by:  
  
4C9E47CBE950471...  
Mark E. Holm, Mayor

ATTEST:  
DocuSigned by:  
  
7E497FC63C464A9...  
Michelle Yuska, City Clerk

**Vicinity Map**

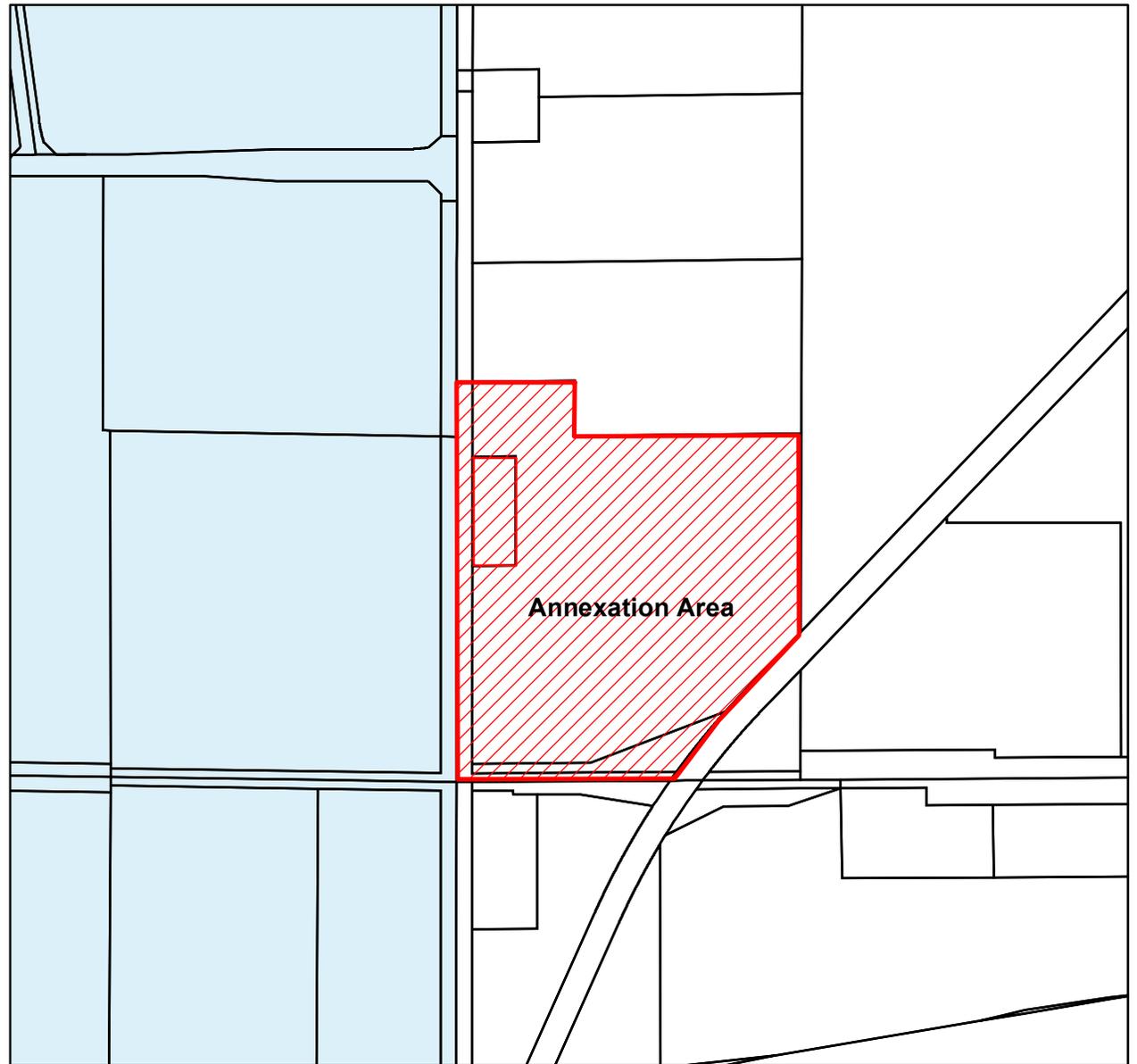


**LEGAL DESCRIPTION:**

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**

	City of Ankeny, Iowa Community Development Department
	Drawn By: LLH
Sheet No.	Checked by:
1 of 1	Date: August 29, 2023



April 16, 2024

Treasurer of the State of Iowa  
c/o RUT Accounting  
1<sup>st</sup> Floor Lucas State Office Building  
321 E. 12<sup>th</sup> Street  
Des Moines, IA 50319

RE: City of Ankeny Annexation

Treasurer of the State of Iowa:

The City of Ankeny has completed the voluntary annexation that is described by the enclosed legal description and map.

The enclosed described property was Voluntarily Annexed by Resolution 2023-437, approved on November 20, 2023 by the Ankeny City Council after a public hearing held on that date.

Attached hereto for your records is a copy of the Resolution with attached property legal description and map of the parcels approved for annexation by the Council.

Also attached is an email from Laura Hutzell, City of Ankeny Associate Planner, verifying the area's 2020 census data with the Polk County General Map.

Per the Iowa Code section 312.3(4), please consider this letter as certification of the population of this area to be two (2) as of the 2020 Census.

Sincerely yours,

Mark Holm, Mayor

Enc:  
Resolution 2023-437  
Map of Annexed Area  
Email – Laura Hutzell, City of Ankeny Associate Planner



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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

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ACTION REQUESTED:  
Resolution

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LEGAL:  
Item Reviewed by Legal Counsel

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SUBJECT:  
Consider motion to adopt an Agreement for Property Use between the Des Moines Area Regional Transit Authority (DART) and the city of Ankeny.

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EXECUTIVE SUMMARY:  
Prior to the construction of the Albaugh Senior Community Center, DART utilized a parking lot between the High Trestle Trail and Fire Station No. 1 for the Park and Ride program. Upon completion of the community center project there was a mutual understanding that DART would re-establish dedicated Park and Ride spaces within the parking lot, however that has yet to occur. DART approached the city with a desire to formalize the Park and Ride location within the community center's parking lot, however based on high demand and utilization of the parking lot by those visiting the community center, city staff proposed moving the Park and Ride location to the north side of the AMP parking lot, just south of West First Street. Moving the Park and Ride location may alleviate some congestion in the community center parking lot, however it will not eliminate the peak demand for spaces that occurs on Thursdays during lunch.

The AMP parking lot, and specifically the parking spaces outlined in the attached agreement are typically

available throughout the year and do not see much utilization unless there is a special event at the AMP or in Uptown, but those usually occur on weekends or after hours.

The agreement presented with this item formalizes a shared understanding of the proposed use of the city's parking lot, specifically 10 parking spaces, by DART for the Park and Ride program. The agreement notes access rights, maintenance responsibilities, insurance and indemnification requirements, term, etc.

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**FISCAL IMPACT: No**

Approval of this item is not anticipated to result in a financial impact to the city of Ankeny. Improvements associated with creating, installing, and maintaining Park and Ride signs is the responsibility of DART.

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**CITY MANAGER'S RECOMMENDATIONS:**

The City Manager recommends approval of this item as presented.

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**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="#">Agreement</a>

AGREEMENT FOR PROPERTY USE  
BETWEEN  
THE DES MOINES AREA REGIONAL TRANSIT AUTHORITY  
AND  
CITY OF ANKENY

---

This Agreement entered between the **Des Moines Area Regional Transit Authority**, hereinafter referred to as “DART” and City of Ankeny hereinafter referred to as “Property Owner” and is effective beginning April 11<sup>th</sup>, 2024.

- 1) Purpose: The purpose of this Agreement is to authorize the use of a portion of the Property Owner’s premises located at **715 W 1st St, Ankeny, IA 50023** as a “Park and Ride” area for the use of DART patrons. DART patrons are defined as those individuals who park their vehicles in the designated Park and Ride area to utilize DART transit services.
- 2) Designation of Premises: The Property Owner hereby grants DART patrons the use of that portion of the premises designated as a Park and Ride lot, for a total of **ten (10) parking spaces**. The designated area for the Park and Ride lot is depicted on the attached Exhibit A. In the best interest of the community, the use of the parking spaces within the Park and Ride lot are provided without an additional fee to DART or DART patrons.
- 3) Access: DART patrons may use the property surrounding the area designated as a Park and Ride lot including entrances, exits and sidewalks for vehicle and/or pedestrian access and circulation. DART patrons may park free of charge in the Park and Ride lot during the regular operational hours of DART bus service.
- 4) Term: The term of this Agreement is ten (10) years effective April 11<sup>th</sup>, 2024. The Agreement may be renewed for a like period, under terms and conditions to be agreed upon by the parties no less than ninety (90) days prior to the expiration of the Agreement. DART shall notify the Property Owner of its intention to exercise said option in writing. Either party may terminate this agreement for any reason upon ninety (90) days prior written notice to the contact person in this agreement.
- 5) Improvements: DART may, at its own expense, place signs or other identifying markers to designate the Park and Ride lot, upon approval of sign and location by Property Owner. DART may, at its own expense, erect signs stating that DART and the Property Owner will not be liable for vehicles left in a park and ride lot pursuant to this Agreement. Upon the Property Owner’s advance written approval, DART may make other improvements to the premises such as the installation or erection of amenities including benches, bus shelters, bicycle racks, and trash receptacles. DART shall be responsible for the maintenance associated with the placed signs, or other identifying markers to designate the Park and Ride lot.

Unless otherwise provided for, all improvements made to the premises shall become part of the Property Owner’s freehold and there shall be no obligation on the part of the Property Owner to reimburse DART for such improvements. Upon termination of this agreement and/or upon written request of the Property Owner, DART will remove, at its expense, all improvements made to the premises and will repair any damage to the premises caused by such removal.

- 6) Use of Premises: The Park and Ride lot may be used by any person who utilizes a DART transit vehicle or participates in a DART-sponsored vanpool. Neither DART nor the Property Owner shall discriminate or permit discrimination against any person or group of persons who utilize the DART Park and Ride program on account of race, sexual orientation, creed, sex, age, marital status, or physical disability. DART may also identify the location of a Park and Ride lot on maps promoting transit and ride-sharing activities.

- 7) Bus Routing: DART agrees that bus routing which serves DART's Park and Ride program customers shall utilize public ROW along West 1<sup>st</sup> St and not enter the premises of the Park and Ride lot described herein.
  
- 8) Snow and Ice Control: The parties acknowledge that Property Owner is presently responsible for providing snow and ice control at the Park and Ride lot by Property Owner within a reasonable period of time. Property Owner hereby provides permissions to DART to perform snow and ice control at the Park and Ride lot, at DART's sole expense, at such times as DART, in its sole discretion, may determine that such snow and ice control is desirable in furtherance of this Agreement and use of the Park and Ride lot. Snow and ice control initiated by DART prior to, or in addition to action taken by the Property Owner within a reasonable period of time does not constitute a breach of contract by the Property Owner.
  
- 9) License Established: This Agreement confers to DART a license to use that portion of the premises designated as a Park and Ride for said purposes only. No legal title or leasehold interest in the premises shall be deemed or construed as having been created or vested in DART by grant of this license.
  
- 10) Indemnification:
  - a. To the extent permitted by law, Property Owner shall hold harmless, indemnify, and defend DART and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with any breach or violation of any covenant, obligation or duty of the Property Owner under this Agreement or under applicable law.
  
  - b. To the extent permitted by law, DART shall hold harmless, indemnify, and defend Property Owner and their members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them from and against all liabilities, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorney's fees, for bodily injury or property damage (excluding pavement damage resulting from normal bus operations) to the extent caused by the negligence of DART, its employees, or contracted third parties.
  
- 11) Insurance: DART shall deliver to Property Owner upon execution of this Agreement one or more certificates of insurance establishing that DART has procured and is maintaining in full force and effect at all times during the term of this Agreement (a) general public liability insurance against bodily injury and (b) casualty insurance insuring against injury, loss or damage to property or person in the broadest form of coverage available and sufficient to prevent Property Owner and DART from becoming a co-insurer within the terms of the applicable policies. The limits of liability and forms of coverage of such insurance policies must be acceptable to Property Owner. DART agrees to add Property Owner as an additional insured under such insurance policies and to obtain the agreement of the insurance companies issuing such insurance policies that they will not cancel such insurance policies without first giving to Property Owner thirty (30) days prior written notice thereof. Whenever any of such policies are replaced or renewed, DART shall provide to Property Owner a revised certificate of insurance that complies with the terms of this paragraph.
  
- 12) Security: The parties acknowledge that neither Property Owner nor DART shall be responsible for providing any security for vehicles parked in the parking spaces during the term of this agreement, and that neither Property Owner nor DART shall be responsible for any damage done to any vehicles while they are in the Park and Ride lot.
  
- 13) Miscellaneous: This Agreement and Exhibit A constitute the entire Agreement among the parties. This Agreement may not be amended, modified, or changed except in writing signed by the party against whom enforcement is sought. If any party fails to perform its obligations under this Agreement or otherwise

breaches this Agreement in any material respect, the non-breaching party shall give written notice of such breach to the breaching party. If the breaching party fails to cure the breach within thirty (30) days from the date of such notice, then the non-breaching party shall be entitled to but not limited to, the right to terminate this Agreement. The breaching party shall be responsible to pay all costs and expenses, including but not limited to, reasonable attorney’s fees and expenses, incurred by the non-breaching party as a result of such breach, whether before, during or after any action or proceeding under this Agreement may have been commenced.

- 14) Notices: All notices or correspondence provided for in this agreement shall be in writing and shall be given to DART or the Property Owner at the addresses listed below:

For the Property Owner:	For DART:
<b>Mark E. Holm</b>	<b>Keegan Haines</b>
<b>Mayor</b>	<b>Transit Planner</b>
<b>410 West First Street</b>	<b>620 Cherry Street</b>
<b>Ankeny, IA, 50023</b>	<b>Des Moines, IA 50309</b>
<b>Phone: (515) 965-6400</b>	<b>Phone: (515) 471-8301</b>
<b>Fax:</b>	<b>Fax: (515) 283-8135</b>
<b>Email: Mholm@ankenyiowa.gov</b>	<b>Email: khaines@ridedart.com</b>

**PROPERTY OWNER**

\_\_\_\_\_  
Signature

Mark E. Holm  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**DART**

  
\_\_\_\_\_  
Signature

Keegan Haines  
\_\_\_\_\_  
Printed Name

4/11/2024  
\_\_\_\_\_  
Date

EXHIBIT A

The ten (10) parking spaces in the red rectangles shall serve as the designated area for the Park and Ride lot.





ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** supporting participation in the Main Street Iowa Program and designating the City's Economic Development Director to represent the City on the local nonprofit Main Street governing Board of Directors

EXECUTIVE SUMMARY:

The Uptown Association will be applying to become a designated Main Street program area later this month. One of the requirements of the application is a resolution of support from the City that formally endorses their application, appoints a city staff person to their Board of Directors, provides financial support to the organization and endorses the goal of economic revitalization of the Uptown area. The attached resolution covers each of these requirements required in their application.

FISCAL IMPACT: **No**

The current three-year agreement between the City of Ankeny and the Uptown Association and the \$1,000 annual contribution pledged as part of this existing agreement satisfies the financial contribution referenced in the attached resolution. There is no other financial impact beyond staff time supporting the goals and work of the organization.

CITY MANAGER'S RECOMMENDATIONS:

To approve as presented.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

None.

---

PUBLIC OUTREACH EFFORTS:

The Uptown Association has completed significant public outreach and created a lot of awareness about their upcoming application to become a Main Street program area.

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Main Street Application Reso of Support</a>

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA  
SUPPORTING PARTICIPATION IN MAIN STREET IOWA PROGRAM AND  
DESIGNATING THE CITY’S ECONOMIC DEVELOPMENT DIRECTOR TO  
REPRESENT THE CITY ON THE LOCAL NONPROFIT MAIN STREET  
GOVERNING BOARD OF DIRECTORS**

---

**WHEREAS**, Main Street Iowa has been created to assist communities to develop a public-private effort to revitalize their historic commercial “Main Street” districts and,

**WHEREAS**, the Iowa Economic Development Authority will be selecting Iowa cities to participate in the Main Street Iowa program,

**NOW, THEREFORE**, be it resolved by the City Council of the City of Ankeny, Iowa that the City Council hereby:

Section 1. Endorses the submission of this application and agrees to participate in the development and financial support of the local Main Street program.

Section 2. Endorses the goal of economic revitalization of the Main Street district within the context of the historic preservation and rehabilitation of its historic buildings and supports the Main Street Approach™ as developed by Main Street America, which includes:

- Economic Vitality – build a diverse economic base
- Design – Create an inviting and inclusive atmosphere
- Promotion – Market district’s defining assets
- Organization – Build leadership and strong organizational capacity

Section 3. Appoints the City of Ankeny’s Economic Development Director to represent the city on the local Main Street governing board of directors.

\_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Yuska, City Clerk

Passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2024





ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:** <span>Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-49.</span>

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

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



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:  
Exercise Financial Discipline

ACTION REQUESTED:  
Ordinance - 2nd Reading

LEGAL:  
No Review Required

SUBJECT:  
Ord 2166: An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees.

EXECUTIVE SUMMARY:  
The ordinance under consideration increases stormwater management fees from \$6.50 to \$7.50 per ERU per month and increases the maximum ERU per month for commercial, industrial and multi-family from 80 ERU to 90 ERU, effective July 1, 2024.

**FISCAL IMPACT: Yes**

Below is the fiscal impact of the proposed utility rate changes:

	<b>FY 2024</b>	<b>FY 2025</b>	<b>\$ Change</b>	<b>% Change</b>
Solid Waste	\$ 61.68	\$ 62.16	\$ 0.48	0.78%
Water	448.51	476.36	27.85	6.21%
Sewer	519.96	519.96	-	0.00%
Storm Water	78.00	90.00	12.00	15.38%
	<b>\$1,108.15</b>	<b>\$1,148.48</b>	<b>\$ 40.33</b>	<b>3.64%</b>

This assumes a residential customer with a 5/8" meter using 4,000 gallons of water per month and 1 ERU for storm water purposes. The customer will see an increase of \$40.33 or 3.64% in their utility bill for FY 2025.

---

CITY MANAGER'S RECOMMENDATIONS:

Recommend amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Utility rate recommendations were presented to the City Council at the February 26, 2024 Budget Workshop.

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

**Action:** Consider motion to accept second consideration of ORDINANCE 2166.

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
 <a href="#">Ordinance</a>

**ORDINANCE 2166**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO STORMWATER MANAGEMENT FEES**

---

**BE IT ENACTED** by the City Council of the City of Ankeny, Iowa:

**SECTION 1. SECTIONS MODIFIED.** Section 107.02, Paragraphs 2 and 3; of the Code of Ordinances of the City of Ankeny, Iowa is repealed effective July 1, 2024 and the following adopted in lieu thereof:

**107.02 STORMWATER MANAGEMENT FEES.**

2. Single-Family and Two-Family Residential: \$7.50 per ERU per month up to a maximum of 4 ERUs.
3. Commercial, Industrial and Multi-Family: \$7.50 per ERU per month up to a maximum of 90 ERUs.

**SECTION 2. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 3. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED by the Council the 6<sup>th</sup> day of May, 2024.

ATTEST:

\_\_\_\_\_  
Mark E. Holm, Mayor

\_\_\_\_\_  
Michelle Yuska, City Clerk

**PUBLISHED IN THE  
DES MOINES REGISTER  
ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024**

**1<sup>st</sup> Con 04/15/24  
2<sup>nd</sup> Con 05/06/24  
3<sup>rd</sup> Con \_\_\_\_\_**



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 - 1st Reading

---

LEGAL:

---

SUBJECT:

Ord 2167: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by amending the PUD Zoning of certain property owned by Commerce Center, LLC. (PH 2024-28)

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: **No**

---

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2167 Amending the Zoning Regulations.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

**Action:** Consider&nbsp;motion&nbsp;to accept first consideration of ORDINANCE 2167.

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Ordinance</a>
<input type="checkbox"/> <a href="#">Rezoning Exhibit</a>
<input type="checkbox"/> <a href="#">PUD Manual</a>
<input type="checkbox"/> <a href="#">Aerial Map</a>

**ORDINANCE**

**AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY COMMERCE CENTER, LLC.**

---

**WHEREAS**, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 2<sup>nd</sup> day of April, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Commerce Center, LLC., from the current PUD, Planned Unit Development, to PUD, Planned Unit Development; and

**WHEREAS**, on the 6<sup>th</sup> day of May, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

**LEGAL DESCRIPTION:**

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY IOWA.  
EXCEPT ROADWAYS  
AND  
EXCEPT WARRANTY DEED FILED IN BOOK 17366, PAGE 842 OF THE POLK COUNTY RECORDER'S OFFICE.  
AND  
EXCEPT THE SOUTH 175 FEET OF THE EAST 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18.

**LAYMAN'S DESCRIPTION:**

Approximately 35.66-acres (+/-) located south of SE 90<sup>th</sup> Street, west of NE 29<sup>th</sup> Street/SE Four Mile Drive, and north of Interstate 80.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:**

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Commerce Center, LLC., from the current PUD, Planned Unit Development, to PUD, Planned Unit Development.

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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mark E. Holm, Mayor

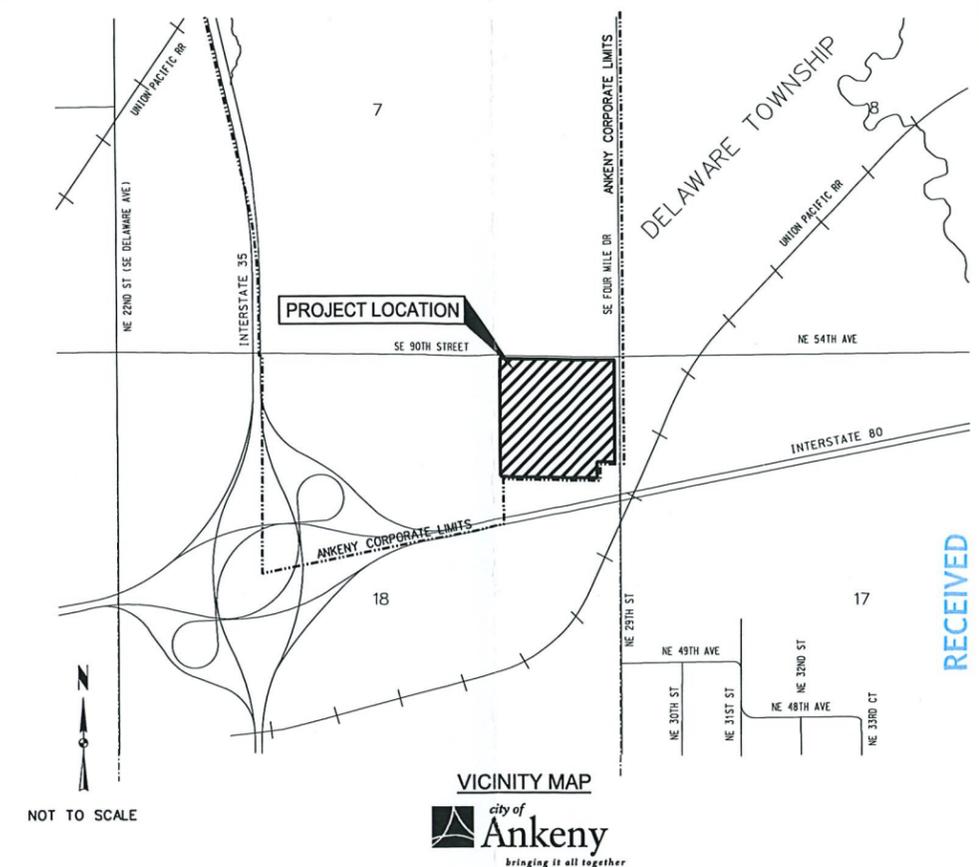
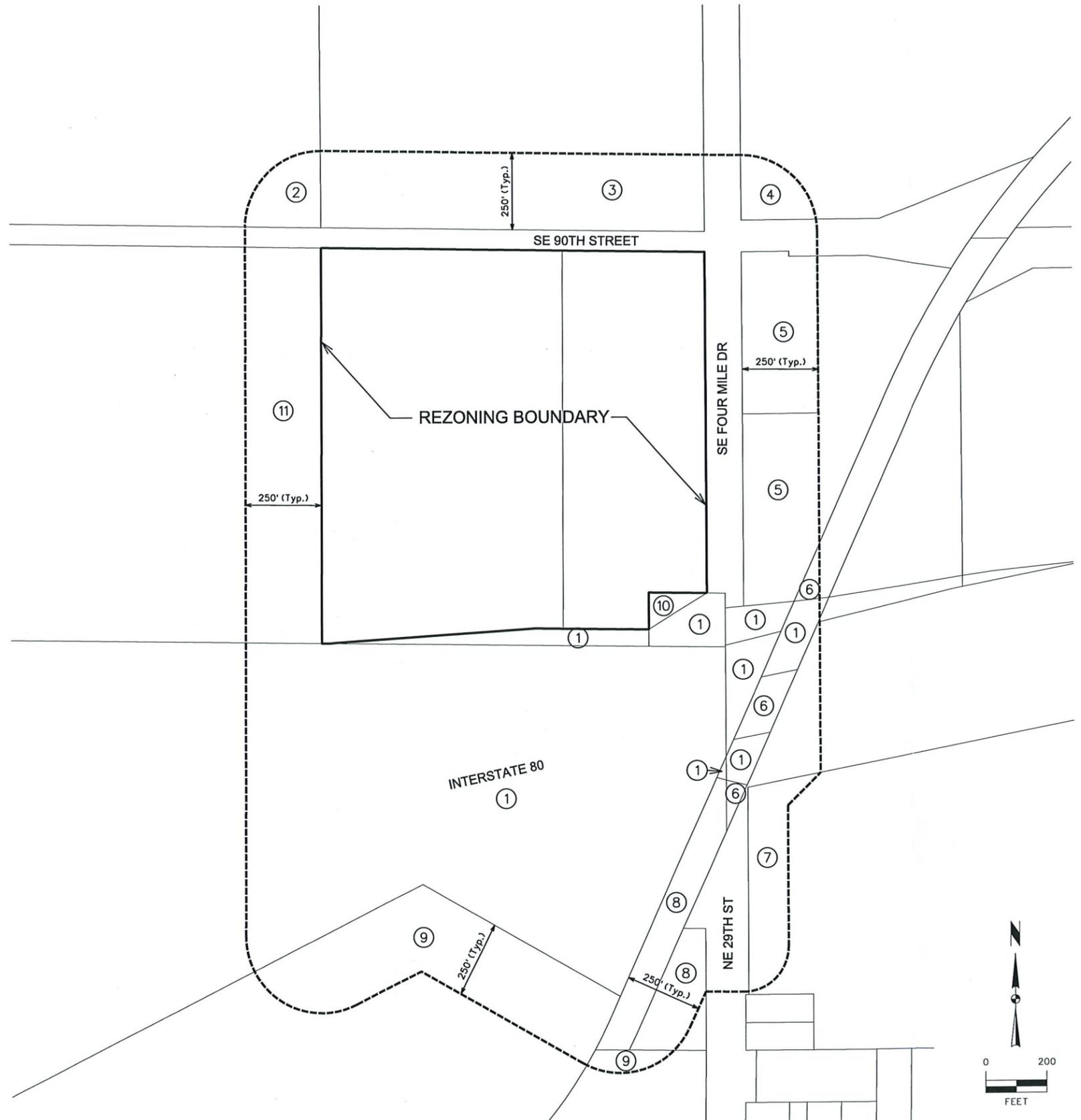
ATTEST:

\_\_\_\_\_  
Michelle Yuska, City Clerk

**PUBLISHED IN THE  
DES MOINES REGISTER  
ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024**

**1<sup>st</sup> Con \_\_\_\_\_ (P. Hrg.)  
2<sup>nd</sup> Con \_\_\_\_\_  
3<sup>rd</sup> Con \_\_\_\_\_**





**REZONING DESCRIPTION**  
 THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY IOWA.  
 EXCEPT ROADWAYS  
 AND  
 EXCEPT WARRANTY DEED FILED IN BOOK 17366, PAGE 842 OF THE POLK COUNTY RECORDER'S OFFICE.  
 AND  
 EXCEPT THE SOUTH 175 FEET OF THE EAST 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18.

**OWNER/DEVELOPER**  
 SIGNATURE REAL ESTATE  
 COMMERCE CENTER LLC  
 4701 121ST STREET  
 URBANDALE, IA 50323  
 CONTACT: DAVE HANSEN  
 PHONE: (515) 221-9990

**ZONING**  
 EXISTING: I-80 COMMERCE CENTER PUD  
 PROPOSED: I-80 COMMERCE CENTER PUD AMENDED

- ADJACENT PROPERTY OWNERS**
- |  |  |
|--|--|
| 1. STATE OF IOWA<br>800 LINCOLN WAY<br>AMES, IA 50010                                      | 6. POLK COUNTY CONSERVATION BOARD<br>11407 NW JESTER PARK DR<br>GRANGER, IA 50109        |
| 2. LEGACY HOUSBY LLC<br>1305 50TH ST<br>WEST DES MOINES, IA 50266                          | 7. GUNNER & DIANNA VIGNAROLI<br>5069 NE 29TH ST<br>DES MOINES, IA 50317                  |
| 3. SILVER LAND COMPANY LC.<br>6152 NE 46TH ST<br>ALTOONA IA 50009                          | 8. POLK COUNTY<br>5885 NE 14TH ST<br>DES MOINES, IA 50313                                |
| 4. LEGACY HOUSBY, LLC<br>4200 RIVER OAKS DR<br>DES MOINES, IA 50312                        | 9. GRAHAM WAREHOUSE 4 LP<br>505 5TH AVE STE 200<br>DES MOINES, IA 50309                  |
| 5. ROSE BROWN, JERIRENES<br>& VICKI BROWN<br>4425 CAMERON SWING<br>PLEASANT HILL, IA 50327 | 10. SIGNATURE REAL ESTATE<br>COMMERCE CENTER LLC<br>4701 121ST ST<br>URBANDALE, IA 50323 |
|  | 11. DOT ROW DIVISION<br>800 LINCOLN WAY<br>AMES, IOWA 50010                              |

**ADJACENT OWNERSHIP AREAS**

OWNER	ACRES	PERCENTAGE OF OWNERSHIP	PERCENTAGE OF APPROVAL
1	3.10	X	0.00%
2	1.12	X	3.45%
3	7.23	X	22.24%
4	0.90	X	2.77%
5	6.36	X	19.56%
6	0.64	X	0.00%
7	2.06	X	6.34%
8	3.34	X	0.00%
9	7.18	X	22.08%
10	0.26	X	0.80%
11	7.40	X	22.76%
<b>TOTAL</b>	<b>32.51</b>		<b>35.60% + 64.40% = 100.00%</b>

**ROLL CALL**  
 Plan & Zoning Commission  
 Ankeny, IA  
 Date: April 2, 2024  
 Ayes: 5 Nays: 0 Abstain: Absent 2  
 APPROVED  
 J. Rapp, Chairperson  
 B. Dugan, Secretary

**RECEIVED**  
 MAR 08 2024  
 CITY OF ANKENY, IOWA  
**I-80 COMMERCE CENTER PUD AMENDED**  
**REZONING MAP**  
**SNYDER & ASSOCIATES, INC.**  
 2727 S.W. SNYDER BLVD.  
 ANKENY, IOWA 50023  
 515-964-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY
Engineer: J.L.H.	Checked By: B.K.C.	Scale: 1"= 200'	
Technician: AWS	Date: 02/16/24	Field Bk:	

Project No: 124.0167.01  
 Sheet 1 of 1

Project No: 124.0167.01  
 Sheet 1 of 1

# I-80 COMMERCE CENTER PUD

ANKENY, IOWA

*Developed by*

COMMERCE CENTER, LLC

AMENDED PUD PLAN

FEBRUARY 16, 2024

REVISED: APRIL 5, 2024

ROLL CALL			
Plan & Zoning Commission			
Ankeny, IA			
Date	April 2, 2024		
Ayes	Nays	Abstain	Absent
5	0	—	2
APPROVED			
T. Repp			Chairperson
B. Ferguson			Secretary



**SNYDER & ASSOCIATES**  
Engineers and Planners

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- Vicinity Map and Rezoning Description
- Existing Topography/Drainage Areas
- FIRM Map
- Water Usage Calculations

# 1. REZONING AMENDMENT REQUEST



March 8, 2024

Honorable Mayor and City Council  
Plan and Zoning Commission  
City of Ankeny  
410 West 1st Street  
Ankeny, Iowa 50021

RE: I-80 COMMERCE CENTER PUD AMENDED  
PART OF THE NE ¼, NE ¼ OF SEC. 18, T79N, R23W  
S&A Project No. 124.0167.01

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

On behalf of Commerce Center, LLC, as owner and applicant, please find accompanying the revised PUD Master Plan, PUD Booklet and associated information for the above referenced project. These documents have been prepared in accordance with the City of Ankeny's standards and specifications. We respectfully request the City's review and approval of these documents. The plans illustrate a light industrial development located at the southwesterly corner of SE Four Mile Drive and SE 90<sup>th</sup> Street, north of Interstate 80 that is approximately 35.662 acres. We are requesting a modification to allow for a Data Center and electrical substation on the property that is currently zoned I-80 Commerce Center PUD.

As requested, we have addressed all items of the Tech Review through plan modification and discussions with Staff. Please find accompanying the following items:

- 6 copies of the PUD Booklet,
- 6 Full Size PUD Master Plan,
- 6 Half Size Rezoning Map, and
- Comment Response Letter addressing Staff Comments.

If there are additional questions or comments on this project, please contact me at your convenience. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.



Brent K. Culp

Enclosure

cc: Andy Hodges, Commerce Center, LLC (w/enclosure emailed)  
File (electronic)



February 16, 2024

Honorable Mayor and City Council  
Plan and Zoning Commission  
City of Ankeny  
410 West 1st Street  
Ankeny, Iowa 50021

RE: I-80 COMMERCE CENTER PUD AMENDED  
PART OF THE NE ¼, NE ¼ OF SEC. 18, T79N, R23W  
S&A Project No. 124.0167.01

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

On behalf of Commerce Center, LLC, as owner and applicant, we respectfully submit the rezoning amendment request for their property located at the southwesterly corner of SE Four Mile Drive and SE 90<sup>th</sup> Street, north of Interstate 80.

With this amendment, we are requesting the rezoning of approximately 35.662 acres from the current zoning designation of I-80 Commerce Center PUD district to proposed zoning designation of I-80 Commerce Center PUD Amended. We are requesting this modification to allow for a Data Center and electrical substation on the property.

Attached are copies of the Rezoning Application form, Petitions for Rezoning, Rezoning Map, PUD Master Plan, and associated information. Please contact our office should you have any questions or require additional information. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

Brent K. Culp

Enclosure

cc: Andy Hodges, Commerce Center, LLC (w/enclosure emailed)  
File (electronic)

**Rezoning Application Form**

Property Location (street address and/or boundary description):

Southwesterly quadrant of the intersection of SE 90th Street and SE Four Mile Drive

Gross acreage of rezoning: 35.662 acres

Current property zoning: I-80 Commerce Center PUD

Proposed property zoning: I-80 Commerce Center PUD Amended

Conditions:

None

Is property within Ankeny's corporate limits  yes  no

Applicant/Contact Person:

Full Name: Andy Hodges Company: Commerce Center, LLC

Address: 4701 121st Street

City, State, Zip: Urbandale, Iowa 50323-2316

Office Phone: 515-221-9990 Cell Phone: \_\_\_\_\_

E-mail: Ahodges@SignatureRES.com

Property Owner:

Full Name: Same as Above Applicant Company: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Attorney

Full Name: \_\_\_\_\_ Firm Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Land Surveyor/Engineer: Snyder and Associates, Inc.

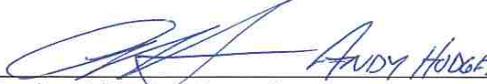
Address: 2727 SW Snyder Blvd.

City, State, Zip: Ankeny, Iowa 50023

Office Phone: 515-964-2020 Cell Phone: 515-669-1419

E-mail: bkculp@snyder-associates.com

I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Ankeny, and have submitted all the required information.

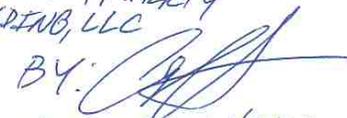
Signed by:  ANDY HODGES Date: 1-16-24  
(Applicant/Contact Person)

Note: No other signature may be substituted for the Property Owner's Signature

and: COMMERCE CENTER LLC Date: 1-16-24  
(Property Owner)

BY: SELECT PROPERTY HOLDINGS, LLC **\*\*Original signatures are required\*\***

City of Ankeny

BY:   
NAME: ANDY HODGES  
ITS: MANAGER

Page 3 of 6

PETITION FOR REZONING

TO: Honorable Mayor and City Council  
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

See Attached Exhibit 'A'

request that said real estate be rezoned from its present classification of PUD to PUD Amended for the purpose of allowing the following use(s):

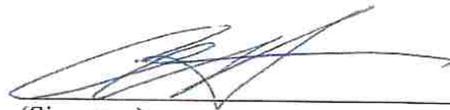
Light Industrial, Data Center and Electrical Substation

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from PUD to Amended PUD.

**Parcel owner(s) signatures**

Commerce Center, LLC, Andy Hodges

(owner name)



(Signature)

(owner name)

(Signature)

**Parcel owners within 250' of the above tract:**

Property Owner: Rose Brown

Address: 4425 Cameron Swing, Pleasant Hill, IA 50327

Signature: Rose Brown

Date: 2-16-24

Printed Name: Rose Brown

Title: owner

Property Owner: Vicki Brown

Address: 4425 Cameron Swing, Pleasant Hill, IA 50327 2909 NE 54TH AVE, DES MOINES, IA

Signature: Vicki Brown

Date: 2-16-24

Printed Name: Vicki Brown

Title: owner

PETITION FOR REZONING

TO: Honorable Mayor and City Council  
Plan and Zoning Commission

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**Parcel owner(s) signatures**

Commerce Center, LLC, Andy Hodges  
(owner name) (Signature)

\_\_\_\_\_  
(owner name) (Signature)

**Parcel owners within 250' of the above tract:**

Property Owner: Jerri Renees (Brown)  
Address: 2969 NE 54TH AVE.  
Signature: Jerri Brown Date: 2-16-24  
Printed Name: Jerri Brown Title: Owner

Property Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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TO: Honorable Mayor and City Council  
Plan and Zoning Commission

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Parcel owner(s) signatures

Commerce Center, LLC, Andy Hodges

(owner name)

(Signature)

(owner name)

(Signature)

Parcel owners within 250' of the above tract:

Property Owner: Graham Warehouse 4 LP

Address: 505 5th Ave. Ste. 200

Signature: [Signature]

Date: 1-24-24

Printed Name: Doug Den Adel

Title: President

Property Owner: \_\_\_\_\_

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

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

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

Printed Name: \_\_\_\_\_

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

PETITION FOR REZONING

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**Parcel owner(s) signatures**

Commerce Center, LLC, Andy Hodges  
(owner name)

  
(Signature)

\_\_\_\_\_  
(owner name)

\_\_\_\_\_  
(Signature)

**Parcel owners within 250' of the above tract:**

Property Owner: Iowa Department of Transportation

Address: 1020 South 4th Street, Ames IA 50010

Signature: Shelby Ebel Digitally signed by Shelby Ebel  
Date: 2024.02.05 15:11:45 -06'00' Date: 02/05/24

Printed Name: Shelby Ebel Title: District 1 Planner

Property Owner: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

EXHIBIT 'A'

I-80 COMMERCE CENTER PUD AMENDED -REZONING DESCRIPTION

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY IOWA.

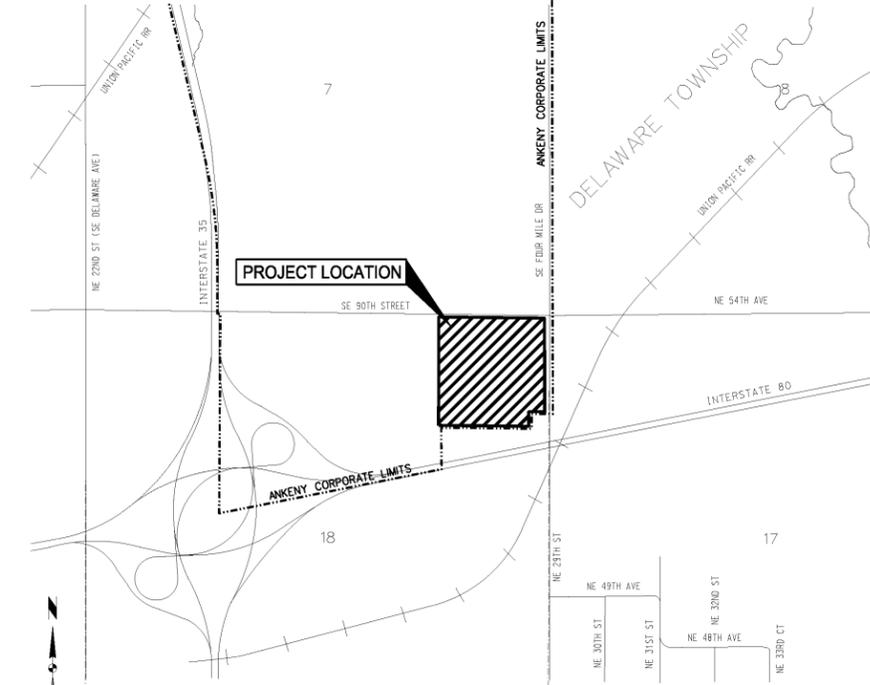
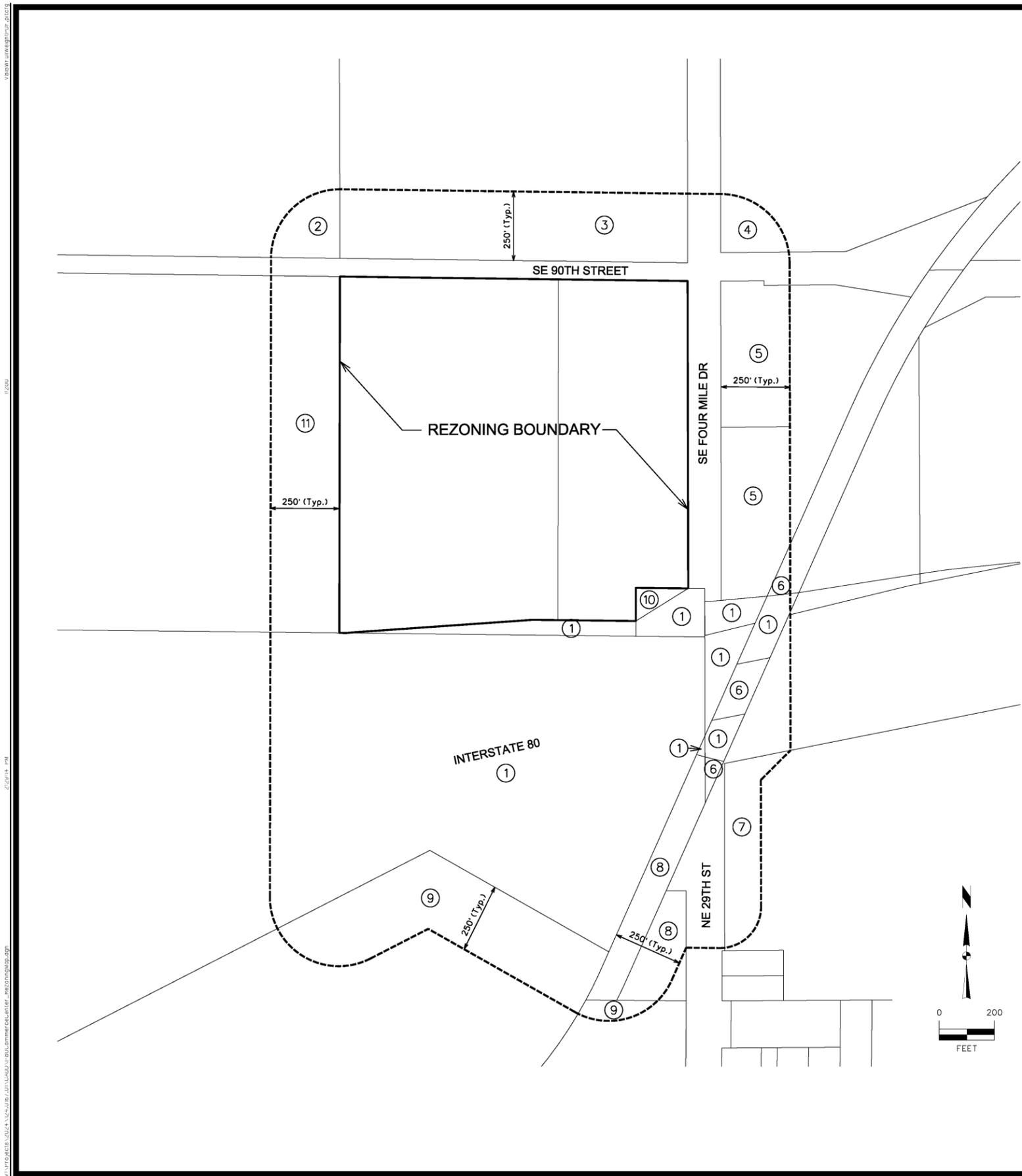
EXCEPT ROADWAYS

AND

EXCEPT WARRANTY DEED FILED IN BOOK 17366, PAGE 842 OF THE POLK COUNTY RECORDER'S OFFICE.

AND

EXCEPT THE SOUTH 175 FEET OF THE EAST 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18.



NOT TO SCALE

VICINITY MAP  
 city of Ankeny  
 bringing it all together

**REZONING DESCRIPTION**

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY IOWA.  
 EXCEPT ROADWAYS  
 AND  
 EXCEPT WARRANTY DEED FILED IN BOOK 17366, PAGE 842 OF THE POLK COUNTY RECORDER'S OFFICE.  
 AND  
 EXCEPT THE SOUTH 175 FEET OF THE EAST 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18.

**OWNER/DEVELOPER**

SIGNATURE REAL ESTATE  
 COMMERCE CENTER LLC  
 4701 121ST STREET  
 URBANDALE, IA 50323  
 CONTACT: DAVE HANSEN  
 PHONE: (515) 221-9990

**ZONING**

EXISTING: I-80 COMMERCE CENTER PUD  
 PROPOSED: I-80 COMMERCE CENTER PUD AMENDED

**ADJACENT PROPERTY OWNERS**

- |  |  |
|--|--|
| 1. STATE OF IOWA<br>800 LINCOLN WAY<br>AMES, IA 50010                                    | 6. POLK COUNTY CONSERVATION BOARD<br>11407 NW JESTER PARK DR<br>GRANGER, IA 50109        |
| 2. LEGACY HOUSBY LLC<br>1305 50TH ST<br>WEST DES MOINES, IA 50266                        | 7. GUNNER & DIANNA VIGNAROLI<br>5069 NE 29TH ST<br>DES MOINES, IA 50317                  |
| 3. SILVER LAND COMPANY LC.<br>6152 NE 48TH ST<br>ALTOONA IA 50009                        | 8. POLK COUNTY<br>5885 NE 14TH ST<br>DES MOINES, IA 50313                                |
| 4. LEGACY HOUSBY LLC<br>4200 RIVER OAKS DR<br>DES MOINES, IA 50312                       | 9. GRAHAM WAREHOUSE 4 LP<br>505 5TH AVE STE 200<br>DES MOINES, IA 50309                  |
| 5. ROSE BROWN, JERI RENES & VICKI BROWN<br>4425 CAMERON SWING<br>PLEASANT HILL, IA 50327 | 10. SIGNATURE REAL ESTATE<br>COMMERCE CENTER LLC<br>4701 121ST ST<br>URBANDALE, IA 50323 |
|  | 11. DOT ROW DIVISION<br>800 LINCOLN WAY<br>AMES, IOWA 50010                              |

**ADJACENT OWNERSHIP AREAS**

OWNER	ACRES	PERCENTAGE OF OWNERSHIP	PERCENTAGE OF APPROVAL
1	3.10	X 0.00%	NEUTRAL
2	1.12	X 3.45%	
3	7.23	X 22.24%	
4	0.90	X 2.77%	
5	6.36	X 19.56%	
6	0.64	X 0.00%	NEUTRAL
7	2.06	X 6.34%	
8	3.34	X 0.00%	NEUTRAL
9	7.18	X 22.08%	
10	0.26	X 0.80%	
11	7.40	X 22.76%	
<b>TOTAL</b>	<b>32.51</b>	<b>35.60% +</b>	<b>64.40% = 100.00%</b>

MARK	REVISION	DATE	BY

Engineer: J.L.H.	Checked By: B.K.C.	Scale: 1" = 200'
Technician: A.W.S.	Date: 02/16/24	Field Bk: Pg:

Project No: 124.0167.01 Sheet 1 of 1

**I-80 COMMERCE CENTER PUD AMENDED**

REZONING MAP

ANKENY, IOWA

2727 S.W. SNYDER BLVD.  
 ANKENY, IOWA 50023  
 515-964-2020 | www.snyder-associates.com

**SNYDER & ASSOCIATES, INC.**

Project No: 124.0167.01  
 Sheet 1 of 1

## **2. PUD PLAN EXHIBIT**





### **3. BULK REGULATIONS**

# I-80 COMMERCE CENTER PUD BULK REGULATIONS

## Allowable Land Uses

- The provisions of Chapter 192.12, M-1 Light Industrial District Regulations, City of Ankeny Municipal Zoning Code are incorporated as the basis for zoning where listed as follows.
- The following uses shall be allowed in the I-80 Commerce Center PUD District:

The following M-1: LIGHT INDUSTRIAL DISTRICT uses will be allowed:

Chapter 192.12.1.

- A. Any use permitted in the M-3 District.
- B. Any use permitted in the C-2 District, except that no ~~new~~ residential or multiple dwelling shall be permitted, ~~unless accessory to a permitted principal use.~~
- C. Automobile assembly.
- D. Bag, carpet, and rug cleaning, provided necessary equipment is installed and operated for the effective precipitation or recovery of dust.
- E. Bakeries.
- F. Welding or other metal-working shops.
- G. Contractor's equipment storage yard or plant, or rental of equipment commonly used by contractors, storage and sale of livestock feed (provided dust is effectively controlled), and storage yards for vehicles of a delivery or draying service.
- H. Carting, express hauling or storage yards.
- ~~I. Circus, carnival or similar transient enterprise; provided, such structures or buildings shall be at least 200 feet from any R district.~~
- ~~J. Coal yard, coke yard or wood yard.~~
- K. Concrete mixing, concrete products manufacture.
- L. Cooperage works.
- M. Creamery, bottling works, ice cream manufacturing (wholesale), ice manufacturing and cold storage plant.
- ~~N. Enameling, lacquering or japanning.~~

- ~~O. Foundry casting lightweight nonferrous metals or electric foundry not causing noxious fumes or odors.~~
- P. Experimental, film or testing laboratories.
- ~~Q. Livery stable or riding academy.~~
- R. Machine shop.
- S. Manufacture of musical instruments and novelties.
- T. Manufacture of pottery or other ceramic products, using only previously pulverized clay.
- U. Manufacture or assembly of electrical appliances, instruments, and devices.
- V. Manufacture and repair of electric signs, advertising structures, and sheet metal products, including heating and ventilating equipment.
- W. Milk distributing station other than a retail business conducted on the premises.
- X. Sawmill and planing mill, including manufacture of wood products not involving chemical treatment.
- Y. The manufacturing, compounding, processing, packaging or treatment of cosmetics, pharmaceuticals and food products, ~~except fish~~ and meat products, cereals, sauerkraut, vinegar, yeast, stock feed, flour; and the rendering or refining of fats and oils.
- Z. The manufacturing, compounding, assembling or treatment of articles or merchandise from previously prepared materials ~~such as bone, cloth, cork, fiber, leather, paper, plastics, metals or stones, tobacco, wax, yarns and wood.~~
- AA. Automobile body or fender repair shop, but not including automobile wrecking or used parts yards.
- BB. Lumberyards and building materials sales yards.
- ~~CC. Vulcanizing, retreading and recapping of tires.~~
- DD. Truck rental establishments.
- EE. Warehousing and storage, retail or wholesale.
- FF. Data Center including exterior support equipment.
- GG. Electrical Substation.

- Area and Size regulations shall be as follows:

Lot Area:	No Minimum
Lot Width:	No Minimum
Front Yard:	50 Feet
Side Yard:	No Minimum, 50 Feet when adjacent Residential
Rear Yard:	40 Feet, where a railroad right-of-way line lies immediately adjacent to the rear of the lot, the rear yard requirement does not apply.
Max. Height:	75 Feet
Max. Stories:	5 Stories

- Off-street parking and loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 194.01 of the Zoning Ordinance; except for Data Centers, the gross floor area devoted to data hall and ancillary operations require no parking spaces.
- Trailer parking areas along SE Four Mile Drive and SE 90<sup>th</sup> Street shall be screened from public rights-of-way by a combination of landscaping and earthen berms. These berms shall be a minimum of thirty (30) inches above the existing grade at the rights-of-way and be planted with trees and shrubs.
- Site lighting will be addressed by 25'-50' tall pole mounted lights and/or building mounted flood lights. Light fixtures will be oriented on-site such that they direct light downward and keep light from encroaching onto the adjacent rights-of-way or any neighboring property. The Data Center will use a Lithonia Lighting model or similar equal with night sky compliance.



### RSX2 LED Area Luminaire



Catalog Number	
Notes	
Type	

Hit the tab by your mouse over the page to see all interactive elements.

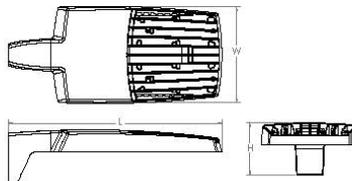
#### Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX2 delivers 11,000 to 31,000 lumens allowing it to replace 250W to 1000W HID luminaires.

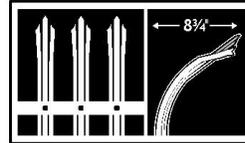
The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor and an adjustable integral slip-fitter are also available.

#### Specifications

EPA (ft <sup>2</sup> @0°):	0.69 ft <sup>2</sup> (0.06 m <sup>2</sup> )
Length:	29.3" (74.4 cm) (SPA mount)
Width:	13.4" (34.0 cm)
Height:	3.0" (7.6 cm) Main Body 7.2" (18.3 cm) Arm
Weight (max):	33.0 lbs (15.0 kg)



- Site fencing consisting of up to 8-foot height chain link fence or its equivalent will be permitted. Barbed wire will not be permitted. The security fence used on the Data Center site is the Ameristar Impasse II -Gauntlet fence or similar equal.



**GAUNTLET™**

Gauntlet is designed with *high-tensile steel corrugated pales that rise above the topmost rail with an outward curve* and terminate with a triple-pointed splayed spear tip. The outward curved pales *discourage attempts to gain access* by would be intruders.

3-RAIL PANELS | 7', 8', 9' & 10' HEIGHTS

2-RAIL PANELS | 7' & 8' HEIGHTS

- The Data Center will include a critical equipment yard located immediately adjacent to the building and will contain such items as generators, transformers, chillers, etc. Screening walls will be installed to limit views and further secure the critical equipment yard. The screening walls will be constructed to a height required to screen the equipment contained within. The screening wall will contain louvers or openings for adequate air flow and may share similar features with the building.

# **I-80 COMMERCE CENTER PUD ARCHITECTURAL CHARACTER**

## **LIGHT INDUSTRIAL USE**

Typical elevations and pictures of buildings with similar architectural character illustrating the proposed buildings are attached. The buildings will be constructed of painted, concrete, pre-cast, tilt-up wall sections, painted in earthtone colors with colors and texture highlighting the architectural character of the buildings. Select door entrances will be set-off out from the wall plane with protruding panel sections emphasizing the entrances providing the opportunity for shadowing effects with the different wall planes. Tinted glass glazing will be used at store front locations.

## **DATA CENTER USE**

Typical elevations and pictures of buildings with similar architectural characteristics of the proposed building are attached. The buildings will be constructed as a steel-framed structure with pre-cast concrete and/or metal panels or tilt-up wall sections. The building will feature a neutral baseline color package with selected highlighted areas of Cerulean Blue, which is the main accent color. The Cerulean blue will appear on the administration portion of the building and possibly on some elements of the main data hall. The data center will be broken up into distinct architectural elements according to their internal function, breaking up the massing of the building, emphasizing the entrance, and creating visual interest. Tinted glass and store front will be incorporated into the administration building to highlight the entrance. Data halls will have a concrete or metal panel façade to accommodate security requirements. The data halls may house roof top equipment which will be screened from view by parapet or louvered walls. Critical equipment yards, housing equipment such as generators, will be located adjacent to the building. The critical equipment yards will be surrounded by concrete, louvered, or similar walls of an adequate height to completely screen the equipment from view.

# COMPATIBLE BUILDING EXAMPLES



Compatible Industrial Building Examples



Compatible Industrial Building Examples



Compatible Industrial Building Examples



Compatible Industrial Building Examples



Compatible Data Center Building Examples



Compatible Data Center Building Examples



Data Center and Electrical Substation Aerial Exhibits

## **4. SUPPORTING EVIDENCE**

# **I-80 COMMERCE CENTER PUD SUPPORTING EVIDENCE STATEMENT**

## **STORM WATER MANAGEMENT**

The proposed development location generally drains east-northeast. Storm water enters both SE 90<sup>th</sup> Street and SE Four Mile Drive roadway ditches and drains to a 42-inch storm sewer that passes under SE 90<sup>th</sup> Street and eventually discharges into the right-of-way ditch along SE Four Mile Drive and drains north to a 84-inch culver under SE Four Mile Drive.

Currently, the conceptual plans for the proposed development include light industrial building(s), a Data Center, and electrical substation. Runoff from each location will be handled individually or conveyed to shared detention basin(s). Storm water runoff will be detained in the shared basin and be released at a rate equal to or less than the 5-yr pre-developed release rate, while also maintaining the required water quality volume. The storm sewers within this development are to be private systems owned and maintained by the individual lot owners.

Four Mile Creek to the east is a FEMA regulated channel. According to the mapping, the 100-year floodplain does not appear to extend to the eastern edge of the development. (See the attached drainage map and FIRM map.)

## **SANITARY SEWER**

The existing 15-inch sanitary sewer is located approximately 1000-feet north of the intersection of SE Four Mile Drive and SE 90<sup>th</sup> Street on the west side of SE Four Mile Drive. A proposed 12-inch sanitary sewer will extend south to the intersection. A proposed 8-inch sanitary sewer will extend west along the south side of SE 90<sup>th</sup> Street and another south along the west side of SE Four Mile Drive. A minimum 6-inch service will be provided to each building from the proposed 8-inch main.

## **WATER MAIN**

The proposed 12-inch water main will be extended along the north side of SE 90<sup>th</sup> Street and the east side of SE Four Mile Drive from the intersection of SE Four Mile and SE 90<sup>th</sup> Street. Service to the proposed development will connect into these public water mains. All new water mains in the rights-of-way will be public improvements and will provide water and fire protection for the lots within the development.

## PRIVATE DRIVES

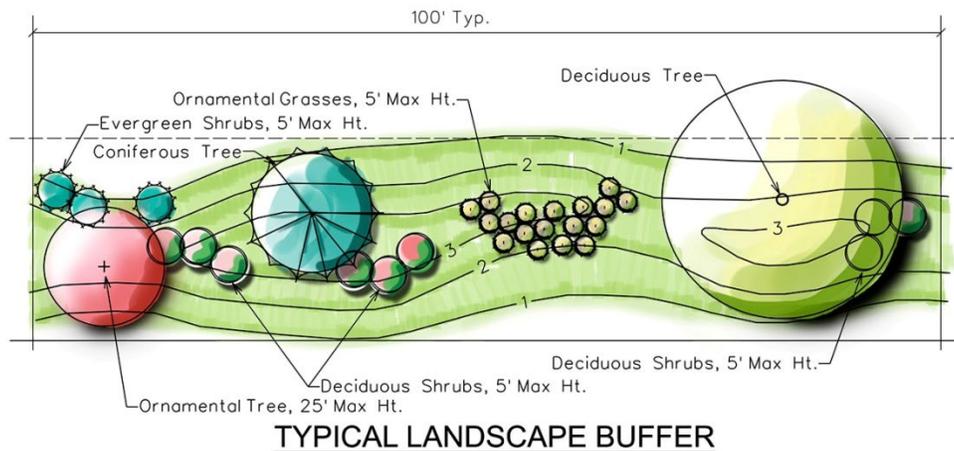
There are no public streets proposed within the development. One full access entering/exiting SE Four Mile Drive is planned near the SE corner of the development. Two full access drives entering/exiting SE 90<sup>th</sup> Street are planned on the north side the development. A utility access drive is anticipated into the electrical substation off of SE 90<sup>th</sup> Street. Drives within the development are planned to be private.

The individual lot owners at time of lot development shall be responsible for their respective site traffic study, as well as public traffic improvements required from the City approved traffic study at the time of site development. The traffic study scope shall be reviewed with the City Traffic Engineering Manager prior to any traffic study submittal to the City.

## SCREENING, OPEN SPACE AND LANDSCAPING

Proposed screening will meet the requirements of Chapter 194: Parking, Loading and Screening as well as the open space, landscaping and parking lot shading requirement of the Ankeny Zoning Ordinance.

A Type 'B' Screen will be provided along the north side and east side of the property, adjacent to the street right-of-way. This will be installed during site development of the individual lot(s). Below is an example of the typical landscape buffer that would be required along this length of property boundary. In locations where a berm will block or impede drainage, a 4-foot high opaque fence may be allowed to pass drainage beneath.



The electrical substation shall be screened from adjacent public right-of-way with a combination of landscaping and earth berms. The earth berms shall be a minimum height of six (6) feet above the existing grade at the right-of-way and planted with trees and scrubs to create a Type 'C' screen. The west property line of the electrical substation shall be lined with a row of evergreen trees placed 20-feet on center.

## FRANCHISE UTILITIES

If not currently available, the gas main will be located in a gas easement and service will be extended to the proposed development. The electric, telephone, and cable television utilities are proposed along the development frontage within public utility easements.

## SIGNAGE

All proposed signs will conform to the current City of Ankeny sign requirements, in accordance with the provisions of Chapter 195 of the Zoning Ordinance; except as follows:

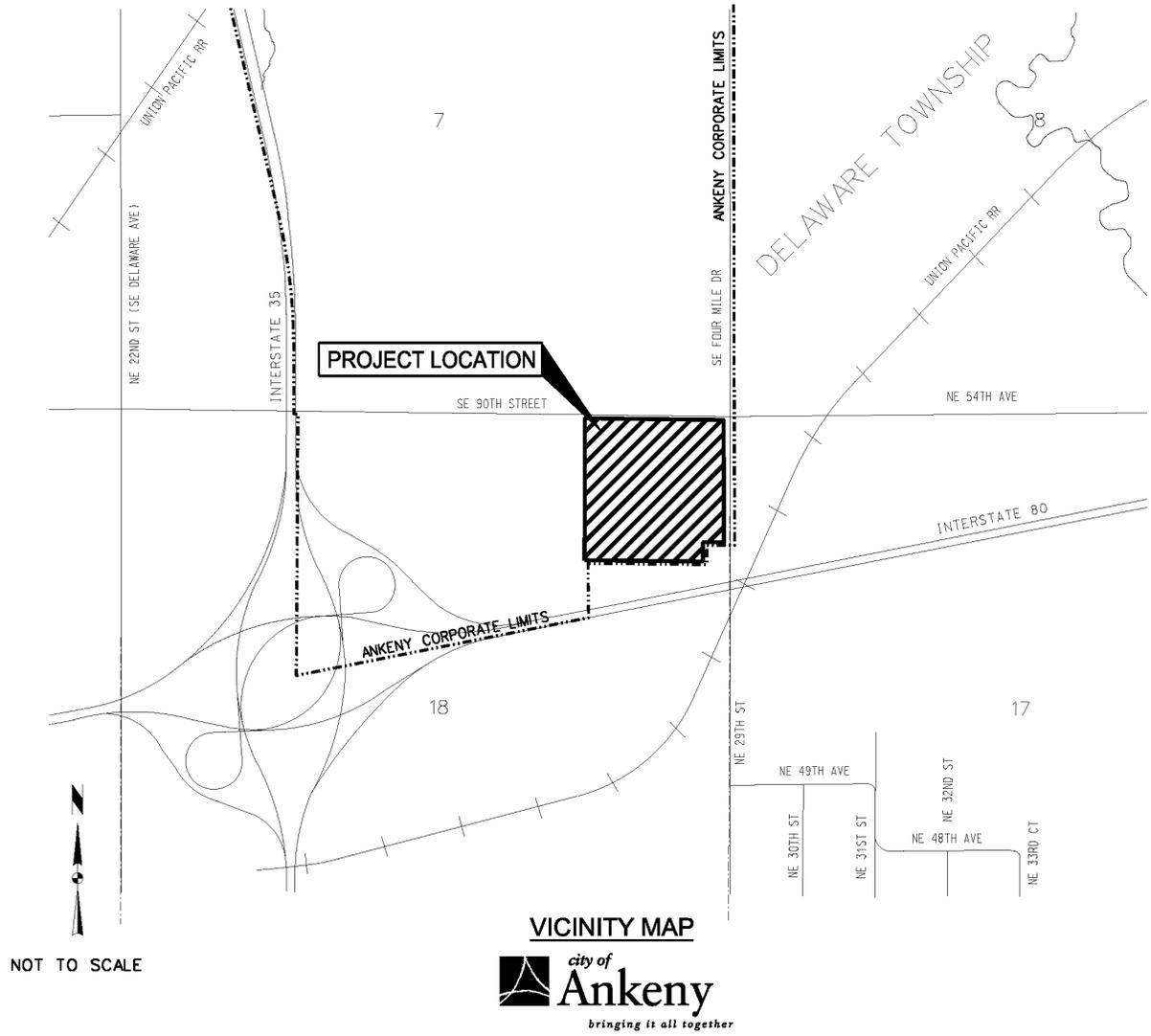
Multi-tenant signage for I-80 Commerce Center Light Industrial shall be allowed as follows:

- 1.0 sq. ft./lin. ft. of tenant public street frontage for buildings set back up to 40 ft. with a maximum size not to exceed 150 sq. ft.,
- 1.5 sq. ft./lin. ft. of tenant public street frontage for buildings set back 41 to 100 ft. with a maximum size not to exceed 150 sq. ft., or
- 2 sq. ft./lin. ft. of tenant public street frontage for buildings set back greater than 100 ft. or abutting I-80 right-of-way with a maximum size not to exceed 150 sq. ft.

In the case that a tenant has frontage along more than one (1) public street, the total sign area shall be calculated off of no more than two (2) public street frontages, up to a maximum of three hundred (300) square feet.

The number of allowable signs per tenant/business is not limited so long as the signage square footage stays under the allowable maximum and where such signage may be installed along either the tenant's Interstate 80 or other public street frontages (or the side walls for the end caps only).

# VICINITY MAP AND REZONING DESCRIPTION



**I-80 COMMERCE CENTER PUD**

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY IOWA.

EXCEPT ROADWAYS

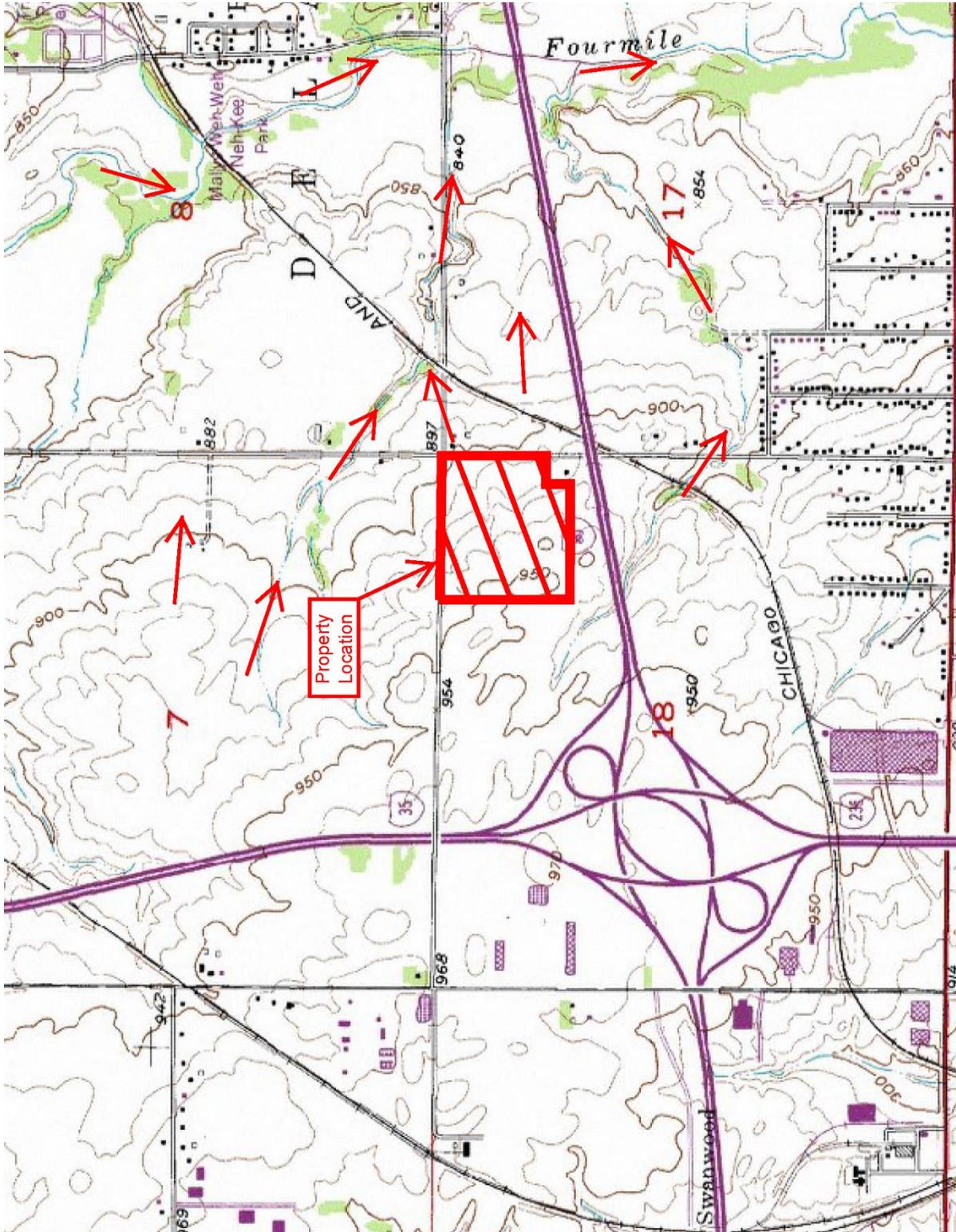
AND

EXCEPT WARRANTY DEED FILED IN BOOK 17366, PAGE 842 OF THE POLK COUNTY RECORDER'S OFFICE.

AND

EXCEPT THE SOUTH 175 FEET OF THE EAST 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18.

# EXISTING TOPOGRAGHY / DRAINAGE AREAS



# FIRM MAP



**Map Projection:**  
 NAD 1983 StatePlane Iowa South FIPS 1402 Feet;  
 Western Hemisphere; Vertical Datum: NAVD 88

**1 inch = 1,000 feet**

**NATIONAL FLOOD INSURANCE PROGRAM**  
 FLOOD INSURANCE RATE MAP



**POLK COUNTY, IOWA**  
 AND INCORPORATED AREAS  
 PANEL 215 OF 555

Panel Contains:

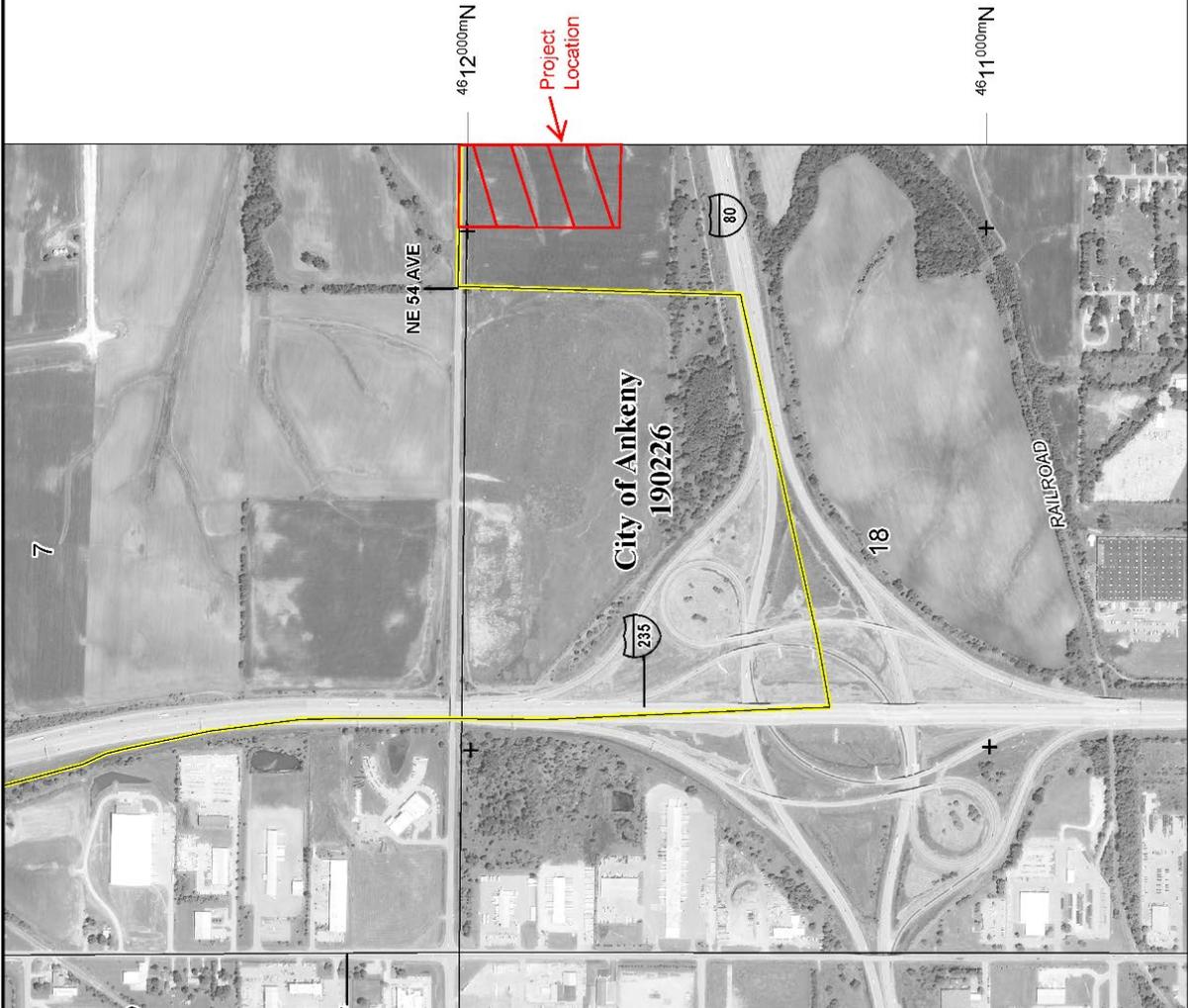
COMMUNITY	NUMBER	PANEL	SUFFIX
ANKENY, CITY OF	190226	0215	F
BES, MOINES, CITY OF	190227	0215	F
POLK COUNTY	190901	0215	F

VERSION NUMBER  
 2.2.2.1

MAP NUMBER  
 19153C0215F

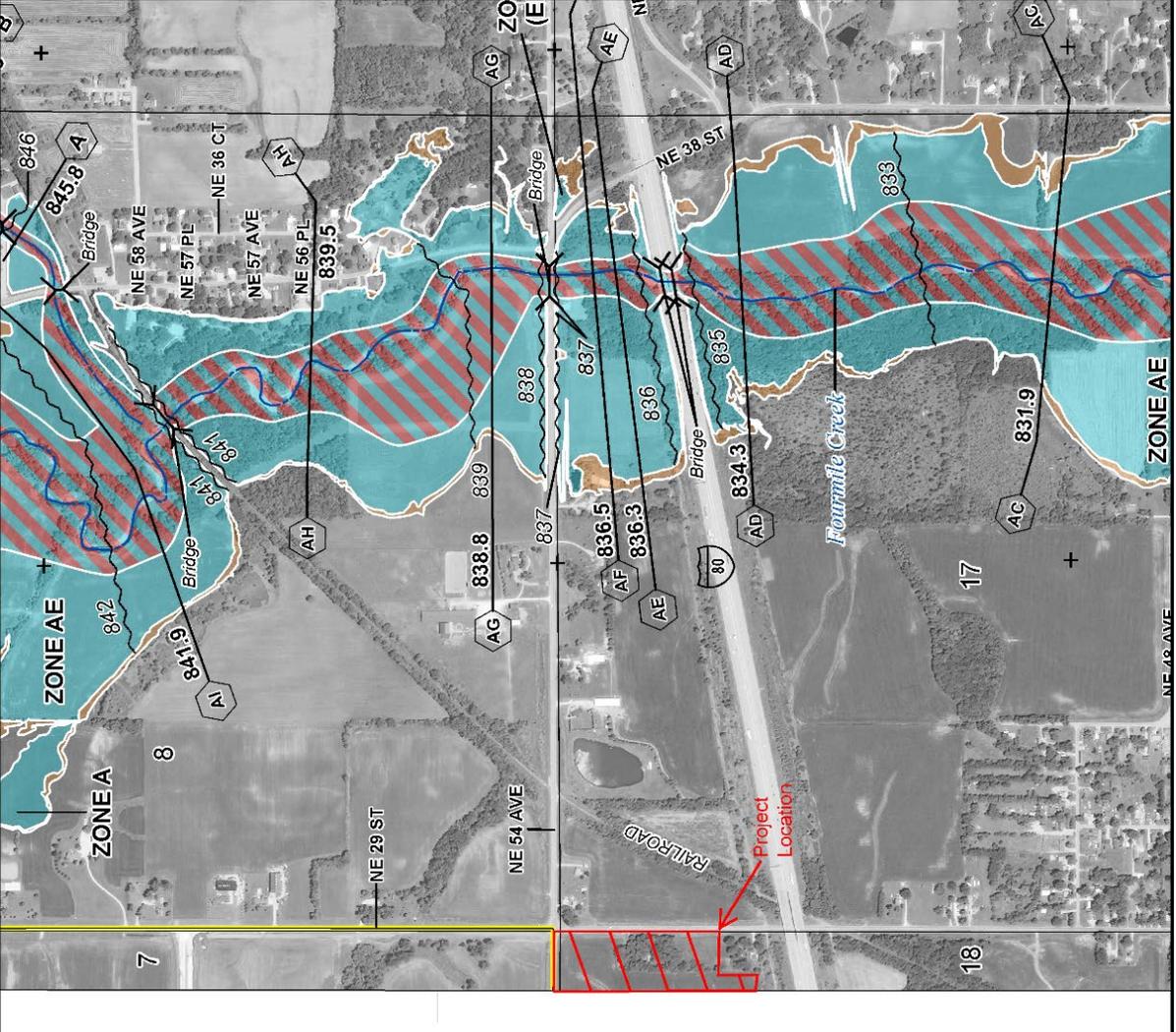
EFFECTIVE DATE  
 FEBRUARY 1, 2019

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest, product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)



**Map Projection:**  
 NAD 1983 StatePlane Iowa South FIPS 1402 Feet;  
 Western Hemisphere; Vertical Datum: NAVD 88

**1 inch = 1,000 feet**



**NATIONAL FLOOD INSURANCE PROGRAM**  
 FLOOD INSURANCE RATE MAP

**POLK COUNTY, IOWA**  
 UNINCORPORATED AREAS

**PANEL 220 of 555**

**FEEMA**

COMMUNITY	NUMBER	PANEL	SUFFIX
ALTOONA, CITY OF	190546	0220	F
ANKENY, CITY OF	190226	0220	F
DES MOINES, CITY OF	190227	0220	F
POLK COUNTY	190901	0220	F

Panel Contains:

**VERSION NUMBER**  
2.2.2.1

**MAP NUMBER**  
19153C0220F

**EFFECTIVE DATE**  
FEBRUARY 1, 2019

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)

# **WATER USAGE CALCULATIONS**

NAME: I-80 Commerce Center PUD Amended

Commerce Center, LLC

SUBJECT: Water Usage Calculations

NO. 124.0167.01

DATE 03/08/24

BY CDD

PAGE 1 OF 1

**Sanitary Sewer**

35.662 Ac of Light Industrial Development

Per SUDAS Regulations:

For Industrial use 5,000 GPD/Ac (Includes Peaking Factor)

Peak Flow:	35.662 Ac * 5,000 = 178,310 GPD
	= 0.178 MGD
Change to CFS (MGD/0.646)	= 0.276 CFS

8" Main @ 2/3 Full, Factor	= 0.79, Therefore
Full Flow = 0.276/0.79	= 0.35 CFS

Full Flow = 0.35 CFS, Determine Minimum Slope For 8" Main:

$Q = (1.486/n) * A * R^{2/3} * S^{1/2}$ , where n=0.013	A= 0.34907 SF
0.35 CFS = 12.127 * S <sup>1/2</sup>	R= 0.167 FT

S = 0.08 %  
Iowa DNR minimum slope = 0.40 %, Therefore Ok  
City of Ankeny min. slope = 0.60%, Therefore Ok

The existing 15-inch sanitary sewer is located approximately 1,000-feet north of the intersection of SE Four Mile Drive and SE 90<sup>th</sup> Street on the west side of SE Four Mile Drive. A proposed 12-inch sanitary sewer will extend south to the intersection. A proposed 8-inch sanitary sewer will extend west along the south side of SE 90<sup>th</sup> Street. The 6" sanitary sewer services will be routed to each building within the development from 8" Sanitary Main constructed along SE 90<sup>th</sup> Street. 6" pipe slope should be a minimum of 1% (2% Preferred).

**Water Main**

The proposed 12" water main will be extended along the north side of SE 90<sup>th</sup> Street and an 8" water main will be extended along the east side of SE Four Mile Drive from the intersection with SE Four Mile Drive. Service to the proposed development will connect to the proposed 12-inch water main. All new water mains will be public improvements and provide water and fire protection for the interior lots of the development.

## D. Density Table

Table 3B-1.01: Minimum Values

Land Use	Area Density	Unit Density	Rate
Low Density (Single Family) Residential	10 people / AC	3 people / unit	100 gpcd*
Medium Density (Multi-Family) Residential	15 people / AC 6.0 people / duplex	3 people / unit	100 gpcd*
High Density (Multi-Family) Residential	30 people / AC	2.5 people / unit	100 gpcd*
Office and Institutional	5,000 gpd / AC (IDNR)	Special Design Density	N/A
Commercial and Light Industrial	5,000 gpd/AC (IDNR)	Special Design Density	N/A
Industrial	10,000 gpd/AC (IDNR)	Special Design Density	N/A

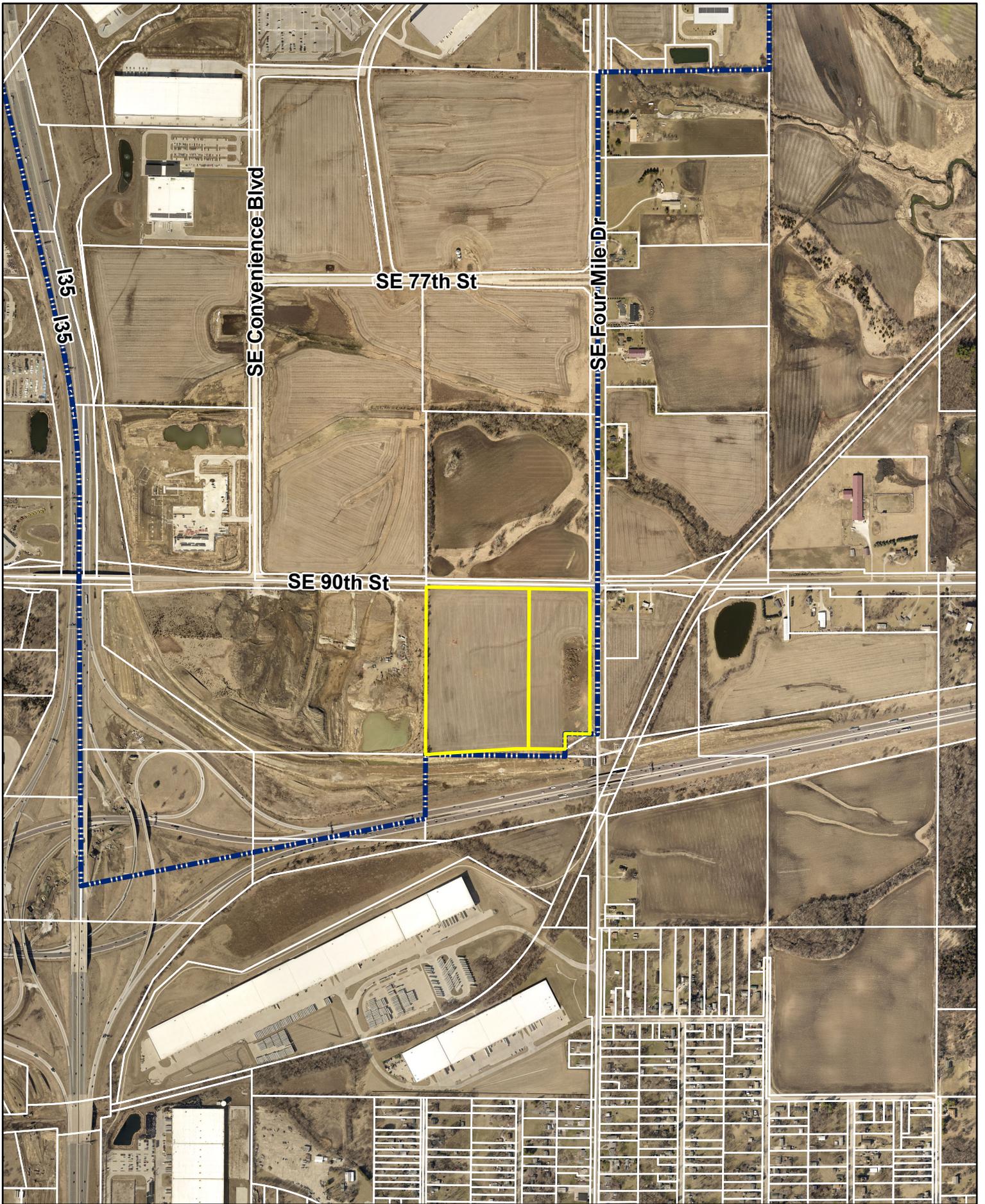
\* Iowa Department of Natural Resources (DNR) - Dry Weather Flow - One hundred gallons per capita per day (gpcd) should be used in design calculations as the minimum average dry weather flow. This 100 gpcd value may, with adequate justification, include maximum allowable infiltration for proposed sewer lines.

The area densities listed include the peaking factor.

Note: If the Project Engineer uses values different from the above table, approval by the Jurisdictional Engineer is required.

## E. Special Design Densities

Special design densities should be based on specific flow measurements or known flow rates and are subject to approval by the Jurisdiction Engineer based on methodology provided by the Project Engineer prior to submittal to the Iowa DNR.



N



1 inch = 944 feet

Date: 3/5/2024

**I-80 Commerce Center  
PUD Amendment  
Aerial Map**



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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 - 1st Reading

LEGAL:

SUBJECT:

Ord 2168:

An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Berwick Holdings, LLC. (PH 2024-29)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of ORDINANCE 2168 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

**Action:** Consider motion to accept first consideration of ORDINANCE  2168.

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

<b>Click to download</b>
<a href="#">📄 Ordinance</a>
<a href="#">📄 Rezoning Exhibit</a>
<a href="#">📄 PUD Manual</a>
<a href="#">📄 Aerial Map</a>

## ORDINANCE

### AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY BERWICK HOLDINGS, LLC.

---

**WHEREAS**, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 2<sup>nd</sup> day of April, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Berwick Holdings, LLC., from the current R-1, One-Family Residence District, to PUD, Planned Unit Development; and

**WHEREAS**, on the 6<sup>th</sup> day of May, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

#### LEGAL DESCRIPTION:

An irregular tract of land in the Southeast Quarter and Northeast Quarter of Section 32, Township 80 North, Range 23 West of the 5<sup>th</sup> Principal Meridian, Polk County, Iowa, consisting of Parcel "O" of said Section 32, as shown on the Plat recorded in Book 15089, Page 430 in the Office of the Polk County Recorder, and Outlot 'X' in DRA Acres Plat 1, an Official Plat, as shown on the Plat recorded in Book 15393, Pages 121 through 134 in the Office of the Polk County Recorder, more particularly described as follows:

Beginning at the North Sixteenth Corner between said Section 32 and Section 33, Township 80 North, Range 23 West of the 5<sup>th</sup> Principal Meridian, Polk County, Iowa; thence S0°02'44"W along the east line of said Section 32, 1322.51 feet to the East Quarter Corner of said Section 32; thence S0°11'23"W continuing along the east line of said Section 32, 936.31 feet; thence departing said east line, S90°00'00"W, 771.86 feet; thence southwesterly 200.44 feet along a 580.01-foot radius curve, said curve having a chord of 199.45 feet bearing S80°05'59"W; thence S70°11'58"W, 33.12 feet; thence S63°47'05"W, 17.00 feet to the easterly right-of-way line of Berwick Drive; thence northwesterly 448.73 feet along a 1594.16-foot radius curve, said curve having a chord of 447.25 feet bearing N34°16'45"W; thence northwesterly 38.55 feet along a 283.00-foot radius curve, said curve having a 38.52-foot chord bearing N46°22'15"W; thence N50°14'05"W, 39.79 feet; thence northwesterly 67.29 feet along a 2033.00-foot radius curve, said curve having a chord of 67.29 feet bearing N51°06'34"W; thence N51°59'32"W, 130.76 feet; thence northwesterly 65.18 feet along a 1967.00-foot radius curve, said curve having a chord of 65.18 feet bearing N51°05'13"W; thence N49°56'53"W, 58.49 feet; thence northwesterly 309.96 feet along a 2967.00-foot radius curve, said curve having a chord of 309.82 feet bearing N47°12'13"W; thence N43°56'07"W, 55.40 feet to the southernmost corner of Lot 2 in said DRA Acres Plat 1; thence departing said east right-of-way line and continuing along the southerly line of said Lot 2, N45°51'34"E, 415.00 feet to the southeasterly corner of said Lot 2; thence N4°38'12"E along the easterly line of said Lot 2, 228.29 feet to the northeast corner of Lot 1 of said DRA Acres Plat 1, also being a point on the southerly line of said Parcel "O"; thence N89°36'54"W along the north line of said Lot 1, 312.53 feet; thence S30°57'41"W along the westerly line of said Lot 1, 228.09 feet; thence S39°09'08"W along said westerly line, 178.08 feet; thence departing said westerly line Lot 1 and continuing along the westerly line of said Parcel "O" N39°43'08"W, 652.19 feet; thence continuing along the westerly line of said Parcel "O", 587.94 feet along a 1246.09-foot radius curve, said curve having a chord of 582.50 feet bearing N26°13'45"W; thence continuing along said westerly line N12°43'06"W, 245.69 feet to the northwest corner of said Parcel "O"; thence S89°55'08"E along the north line of said Parcel "O", 160.30 feet to the Center-North Sixteenth Corner of said Section 32; thence continuing along said north line S89°53'03"E, 1321.27 feet to the Northeast Sixteenth Corner of said Section 32; thence continuing along the north line of said Parcel "O" S89°40'42"E, 1318.73 feet to the point of beginning.

Described tract of land contains 103.98 acres (4,529,337 square feet), including 1.11 acres of right-of-way (48,545 square feet).

Subject to any and all easements and restrictions of record.

#### LAYMAN'S DESCRIPTION:

Approximately 103.98-acres (+/-) located south of SE Oralabor Road/NE 78th Avenue, east of NE Berwick Drive and north of NE 70th Avenue.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:**

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Berwick Holdings, LLC., from the current R-1, One-Family Residence District, to PUD, Planned Unit Development.

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 \_\_\_\_, 2024.

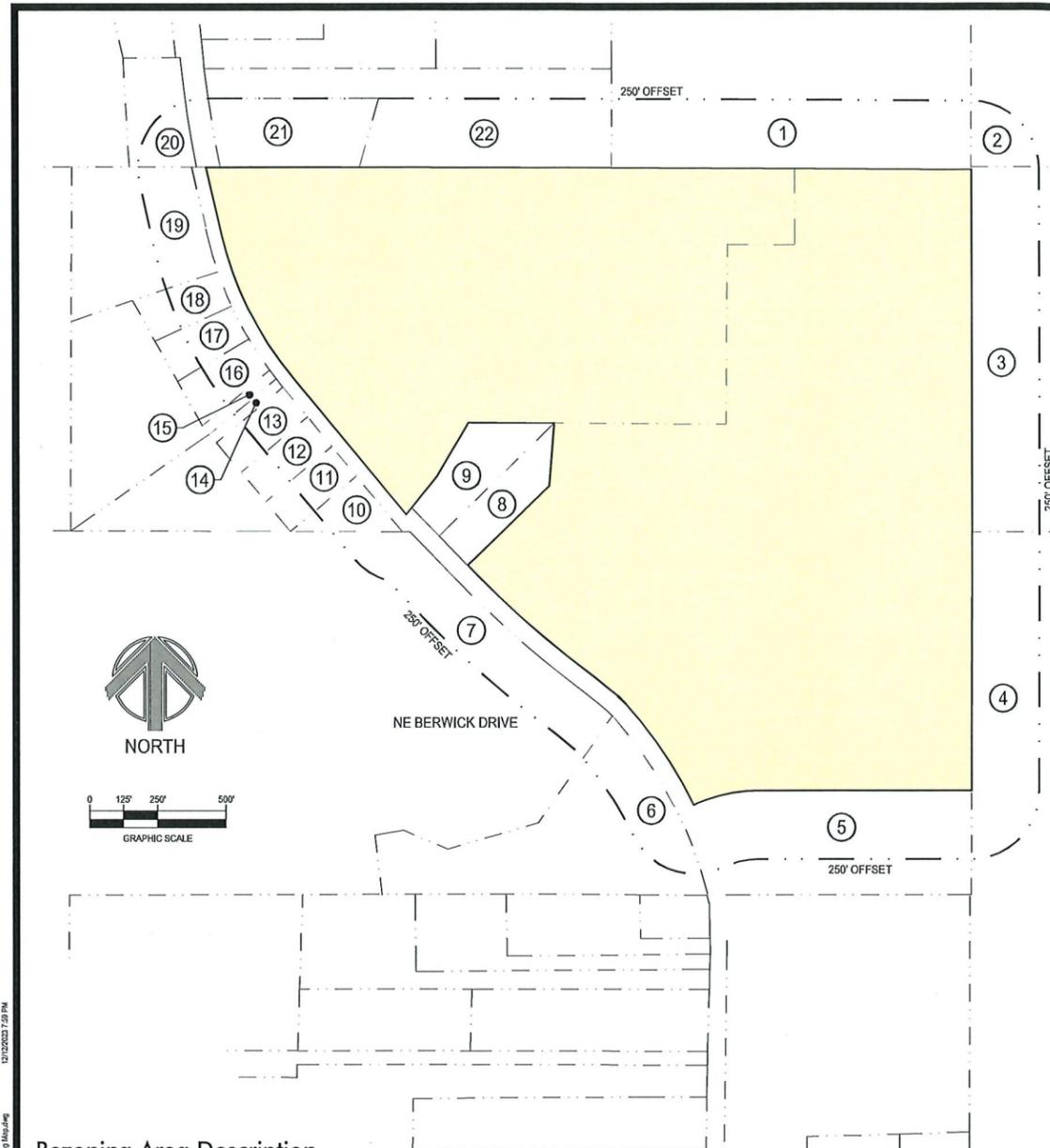
\_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Yuska, City Clerk

**PUBLISHED IN THE  
DES MOINES REGISTER  
ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024**

**1<sup>st</sup> Con \_\_\_\_\_ (P. Hrg.)  
2<sup>nd</sup> Con \_\_\_\_\_  
3<sup>rd</sup> Con \_\_\_\_\_**



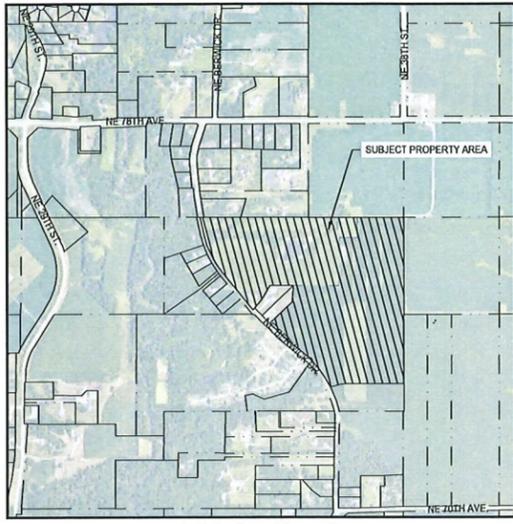
**Rezoning Area Description**

An irregular tract of land in the Southeast Quarter and Northeast Quarter of Section 32, Township 80 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa, consisting of Parcel "O" of said Section 32, as shown on the Plat recorded in Book 15089, Page 430 in the Office of the Polk County Recorder, and Outlot "X" in DRA Acres Plat 1, an Official Plat, as shown on the Plat recorded in Book 15393, Pages 121 through 134 in the Office of the Polk County Recorder, more particularly described as follows:  
 Beginning at the North Sixteenth Corner between said Section 32 and Section 33, Township 80 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa; thence S0°02'44"W along the east line of said Section 32, 1322.51 feet to the East Quarter Corner of said Section 32; thence S0°11'23"W continuing along the east line of said Section 32, 936.31 feet; thence departing said east line, S90°00'00"W, 771.86 feet; thence southwesterly 200.44 feet along a 580.01-foot radius curve, said curve having a chord of 199.45 feet bearing S80°05'59"W; thence S70°11'58"W, 33.12 feet; thence S63°47'05"W, 17.00 feet to the easterly right-of-way line of Berwick Drive; thence northwesterly 448.73 feet along a 1594.16-foot radius curve, said curve having a chord of 447.25 feet bearing N34°16'45"W; thence northwesterly 38.55 feet along a 283.00-foot radius curve, said curve having a 38.52-foot chord bearing N46°22'15"W; thence N50°14'05"W, 39.79 feet; thence northwesterly 67.29 feet along a 2033.00-foot radius curve, said curve having a chord of 67.29 feet bearing N51°06'34"W; thence N51°59'32"W, 130.76 feet; thence northwesterly 65.18 feet along a 1967.00-foot radius curve, said curve having a chord of 65.18 feet bearing N51°05'13"W; thence N49°56'53"W, 58.49 feet; thence northwesterly 309.96 feet along a 2967.00-foot radius curve, said curve having a chord of 309.82 feet bearing N47°12'13"W; thence N43°56'07"W, 55.40 feet to the southernmost corner of Lot 2 in said DRA Acres Plat 1; thence departing said east right-of-way line and continuing along the southerly line of said Lot 2, N45°51'34"E, 415.00 feet to the southeasterly corner of said Lot 2; thence N4°38'12"E along the easterly line of said Lot 2, 312.53 feet; thence S30°57'41"W along the westerly line of said Lot 1, 228.09 feet; thence S39°09'08"W along said westerly line, 178.08 feet; thence departing said westerly line Lot 1 and continuing along the westerly line of said Parcel "O" N39°43'08"W, 652.19 feet; thence continuing along the westerly line of said Parcel "O", S87.94 feet along a 1246.09-foot radius curve, said curve having a chord of 582.50 feet bearing N26°13'45"W; thence continuing along said westerly line N12°43'06"W, 245.69 feet to the northwest corner of said Parcel "O"; thence S89°55'08"E along the north line of said Parcel "O", 160.30 feet to the Center-North Sixteenth Corner of said Section 32; thence continuing along said north line S89°53'03"E, 1321.27 feet to the Northeast Sixteenth Corner of said Section 32; thence continuing along the north line of said Parcel "O" S89°40'42"E, 1318.73 feet to the point of beginning.  
 Described tract of land contains 103.98 acres (4,529,337 square feet), including 1.11 acres of right-of-way (48,545 square feet).  
 Subject to any and all easements and restrictions of record.

**Rezoning Exhibit**  
 FOR  
**Berwick Estates PUD**  
 Ankeny, Iowa

**Owner / Developer**  
 Berwick Holdings LLC  
 1615 SW Main Street, Ste 207  
 Ankeny, Iowa 50023

**Zoning**  
 Existing - R-1 (103.98 acres)  
 Proposed - Berwick PUD (103.98 acres)



Vicinity Sketch  
 Scale: 1" = 1,000'

**Rezoning Table**

Parcel Number	Name of Property Owner	Legal Description	Parcel Number	Mailing Address	Total Area of Property	Area within 250' of rezoning	% of Area within 250' of rezoning
1	Roy & Florence Bishop	NE 1/4 NE 1/4 LESS 1.58 A RD SEC 32-80-23	8023-32-224-001	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,673,575 sf	329,289 sf	13.6%
2	Roy & Florence Bishop	NW 1/4 NW 1/4 LESS 1.58 A RD SEC 33-80-23	8023-33-100-001	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,673,575 sf	47,153 sf	2.0%
3	Roy & Florence Bishop	W 1/2 S 1/2 NW 1/4 SEC 33-80-23	8023-33-100-004	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,742,400 sf	331,737 sf	13.7%
4	Jerry M Bishop	W 1/2 W 1/2 W 1/2 SW 1/4 LESS .25A RD SEC 33-80-23	8023-33-300-005	4050 NE 78TH AVE ANKENY, IA 50021-9252	860,310 sf	28,434 sf	11.8%
5	Berwick Holdings LLC	OUTLOT XDRS ACRES FLAT 1	8023-32-426-001	1615 SW MAIN ST STE 207 ANKENY, IA 50023-7261	3,115,689 sf	242,940 sf	10.0%
6	Wesley Investments INC	LTS 5 & 6 PAGLIN COMPOUND FLAT 1	8023-32-400-023	7252 NE BERWICK DR ANKENY, IA 50021-9258	394,236 sf	101,743 sf	4.2%
7	Third and Collins Properties LLC	EX BEG 13327 H & 955F W OF SE COR OF SEC THIN W 1214F NW 221F NE 110.5F SE 175F NELY 828F TO WLN OF HWY SELV 754F TO POB- H 1/2 SE 1/4 W OF RD & LESS RD SEC 32-80-23	8023-32-400-001	2601 SW 35TH ST ANKENY, IA 50023-6203	1,267,596 sf	210,274 sf	8.7%
8	Scott Stephenson Aubrey Jungan	LOT 2 DRA ACRES FLAT 1	8023-32-252-002	7393 NE BERWICK DR ANKENY, IA 50021-9259	75,157 sf	75,157 sf	3.1%
9	Richard and Marlis Backus	LOT 1 DRA ACRES FLAT 1	8023-32-252-001	7403 NE BERWICK DR ANKENY, IA 50021-9260	88,266 sf	88,266 sf	3.7%
10	Harold Tyler, Thomas Tyler, Bradley Johnson	LOT 1 OAKWOOD HEIGHTS	8023-32-176-010	1211 NE 31ST ST ANKENY, IA 50021-6694	41,599 sf	35,966 sf	1.5%
11	Tyler Thomas	LOT 2 OAKWOOD HEIGHTS	8023-32-176-009	1211 NE 31ST ST ANKENY, IA 50021-6694	44,082 sf	28,059 sf	1.2%
12	Bradley Johnson	LOT 3 OAKWOOD HEIGHTS	8023-32-176-008	7470 NE BERWICK DR ANKENY, IA 50021-9260	44,082 sf	28,000 sf	1.2%
13	Bradley Johnson	LOT 4 OAKWOOD HEIGHTS	8023-32-176-007	7470 NE BERWICK DR ANKENY, IA 50021-9260	44,082 sf	28,000 sf	1.2%
14	Bradley Johnson	LOT 5 OAKWOOD HEIGHTS	8023-32-176-006	7470 NE BERWICK DR ANKENY, IA 50021-9260	154,507 sf	7,820 sf	0.3%
15	Tyler Thomas	LOT 6 OAKWOOD HEIGHTS	8023-32-176-002	1211 NE 31ST ST ANKENY, IA 50021-6694	269,723 sf	8,012 sf	0.3%
16	Tyler Thomas	LOT 7 OAKWOOD HEIGHTS	8023-32-176-005	1211 NE 31ST ST ANKENY, IA 50021-6694	49,092 sf	30,207 sf	1.2%
17	Wayne and Robyn Blah	LOT 8 OAKWOOD HEIGHTS	8023-32-176-004	7514 NE BERWICK DR ANKENY, IA 50021-9230	45,738 sf	29,091 sf	1.2%
18	Elsbeth and Derek Peterson	LOT 9 OAKWOOD HEIGHTS	8023-32-176-003	7534 NE BERWICK DR ANKENY, IA 50021-9230	48,046 sf	29,092 sf	1.2%
19	Andrew and Rhonda Swanson	LOT 10 OAKWOOD HEIGHTS	8023-32-176-001	7560 NE BERWICK DR ANKENY, IA 50021-9230	233,177 sf	84,842 sf	3.5%
20	Jeremy Brandt	BEG SE COR TH W 280.67F H 396.19F E 244.16F SELV 400.08F TO POB RHT E 27.5A H 1/2 HW 1/4 LVD W OF CL NE BERWICK DR LESS .293A RD SEC 32-80-23	8023-32-124-008	7630 NE BERWICK DR ANKENY, IA 50021-9262	89,402 sf	35,185 sf	1.5%
21	Curis and Linda Walsh	LOT 1 FOURMILE WOODS FLAT 2	8023-32-201-010	7621 NE BERWICK DR ANKENY, IA 50021-926	140,873 sf	140,873 sf	5.8%
22	Jeffery and Karen Glock	LOT 2 FOURMILE WOODS FLAT 2	8023-32-201-014	7648 NE BERWICK DR ANKENY, IA 50021-9262	385,462 sf	221,506 sf	9.2%

**ZONING TABLE NOTES:**  
 1) RIGHT-OF-WAY AREA IS NOT INCLUDED  
 2) CITY OF ANKENY OWNED PROPERTY THAT IS NOT ROW IS INCLUDED (IE, PARKLAND, GREENBELTS, ETC.)  
 3) OWNERSHIP INFORMATION PROVIDED VIA POLK COUNTY GIS AS OF 12/12/2023  
 4) AREA WITHIN 250' OF REZONING IS PROVIDED BASED ON GIS PARCEL LINE DATA



building strong communities.  
 1360 NW 121ST Street  
 Clive, Iowa 50325  
 515-964-1229  
 fax 515-964-2370

**NOTICE**  
 McClure Engineering Company is not responsible for any and all liability and/or for any problems which arise from failure to follow these Plans, Specifications, and the engineering notes thereon, or for problems which arise from failure to obtain and/or follow the engineer's guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.  
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**REZONING EXHIBIT**



**BERWICK ESTATES PUD**

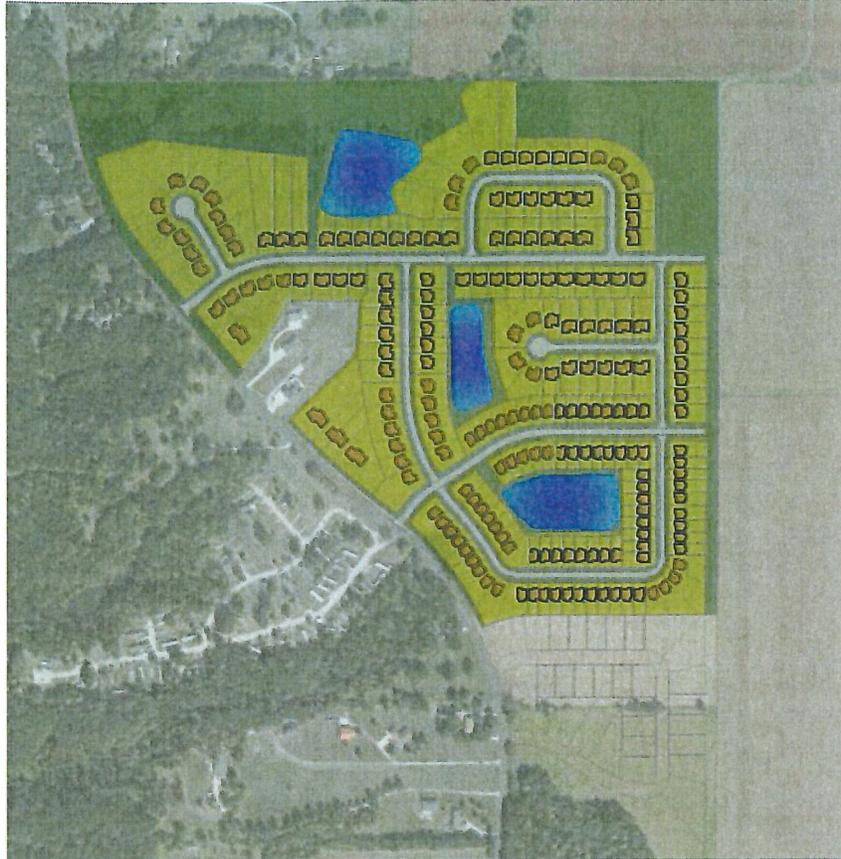
ANKENY, IA  
 2023003006  
 NOVEMBER 3, 2023  
 EDITIONS  
 12/8/2023  
 12/12/2023

ENGINEER: J. BECKER  
 CHECKED BY: J. BECKER  
 DRAWING NO.: RZ-01  
 SHEET NO.: 1 / 1

**ROLL CALL**  
**Plan & Zoning Commission**  
 Ankeny, IA  
 Date: April 2, 2024  
 Ayes: 5  
 Nays: 0  
 Abstain: 1  
 Absent: 2  
 APPROVED  
 Chairperson: [Signature]  
 Secretary: [Signature]

# BERWICK ESTATES

PLANNED UNIT DEVELOPMENT  
CITY OF ANKENY



PREPARED BY:



**McCLURE**™  
ENGINEERING CO.

PREPARED ON:

11/3/2023

REVISIONS:

12/8/2023

3/5/2024

4/5/2024

4/18/2024

<b>ROLL CALL</b>	
Plan & Zoning Commission	
Ankeny, IA	
Date	<u>April 2, 2024</u>
Ayes	<u>5</u>
Nays	<u>0</u>
Abstain	<u>—</u>
Absent	<u>2</u>
APPROVED	
<u>T. Rapp</u>	Chairperson
<u>B. Augsberg</u>	Secretary

**BERWICK ESTATES PUD**

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12/8/2023

Honorable Mayor, City Council, and Plan & Zoning Commission  
City of Ankeny  
1250 SW District Drive  
Ankeny, Iowa 50023

> 1360 NW 121st Street  
Clive, IA 50325  
P 515.964.1229  
F 515.964.2370

RE: Berwick Estates PUD – Rezoning

[www.mecresults.com](http://www.mecresults.com)

Dear Honorable Mayor, City Council, and Plan & Zoning Commission Members,

On behalf of Berwick Holdings LLC and ATI Group, we are pleased to submit a rezoning request for approximately 104 acres in the City of Ankeny east of NE Berwick Drive and respectfully request your approval of said rezoning request.

This proposal is to rezone the property from R-1 to Berwick Estates PUD. The development plan as presented is generally consistent with the City’s Comprehensive Land Use Plan and represents strategic and thoughtful residential growth for the City of Ankeny. Additionally, we believe the proposed PUD zoning offers the following advantages to the City of Ankeny and its residents:

- Simultaneously offer flexibility in development yet establish general structure and framework of the planned property
- Provide a variety of housing types and price points that encourages diverse opportunities for a wide range of potential residents
- Provide adequate information for the City, general public, and neighbors who may be living near or interacting with the development to understand the big picture
- Provide adequate information for future Developers, homebuilder partners, homebuyers, and other stakeholders to set expectations of current and future development

This letter of request is included as part of the PUD submittal package that establishes the framework for the next highly sought-after area in the City of Ankeny. We thank you for your consideration of approval of this project.

Sincerely,

**McClure Engineering Company**

**Jake Becker, PE**  
Senior Project Engineer

Cc: ATI Group

## BERWICK ESTATES PUD

**SECTION 1 - PURPOSE** The primary and technical purpose of this PUD document is to provide the framework and basis to change the official zoning of the parcel of ground as described in Section 2 herein from R-1 to PUD.

Additionally, the following purposes are also considered vital to the intents this PUD document:

- Simultaneously offer flexibility in development yet establish general structure and framework of the planned property
- Provide sufficient and expanded details so that a Preliminary Plat is not necessary for future development proceedings
- Provide adequate information for approving entities (City Council, P&Z, City Staff, etc.) to feel comfortable approving this PUD and future development proceedings
- Provide adequate information for stakeholders, future Developers, homebuilder partners, and homebuyers to set expectations of current and future development
- Provide adequate information for the general public and neighbors who may be living near or interacting with the development to understand the big picture

**SECTION 2 - LEGAL DESCRIPTION** The Official Zoning Map of the City of Ankeny, Iowa, is proposed to be amended from R-1 to PUD, for the property legally described as follows:

AN IRREGULAR TRACT OF LAND IN THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, CONSISTING OF PARCEL "O" OF SAID SECTION 32, AS SHOWN ON THE PLAT RECORDED IN BOOK 15089, PAGE 430 IN THE OFFICE OF THE POLK COUNTY RECORDER, AND OUTLOT 'X' IN DRA ACRES PLAT 1, AN OFFICIAL PLAT, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE POLK COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH SIXTEENTH CORNER BETWEEN SAID SECTION 32 AND SECTION 33, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; THENCE S0°02'44"W ALONG THE EAST LINE OF SAID SECTION 32, 1322.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE S0°11'23"W CONTINUING ALONG THE EAST LINE OF SAID SECTION 32, 936.31 FEET; THENCE DEPARTING SAID EAST LINE, S90°00'00"W, 771.86 FEET; THENCE SOUTHWESTERLY 200.44 FEET ALONG A 580.01-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 199.45 FEET BEARING S80°05'59"W; THENCE S70°11'58"W, 33.12 FEET; THENCE S63°47'05"W, 17.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BERWICK DRIVE; THENCE NORTHWESTERLY 448.73 FEET ALONG A 1594.16-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 447.25 FEET BEARING N34°16'45"W; THENCE NORTHWESTERLY 38.55 FEET ALONG A 283.00-FOOT RADIUS CURVE, SAID CURVE HAVING A 38.52-FOOT CHORD BEARING N46°22'15"W; THENCE N50°14'05"W, 39.79 FEET; THENCE NORTHWESTERLY 67.29 FEET ALONG A 2033.00-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 67.29 FEET BEARING N51°06'34"W; THENCE N51°59'32"W, 130.76 FEET; THENCE NORTHWESTERLY 65.18 FEET ALONG A 1967.00-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 65.18 FEET BEARING N51°05'13"W; THENCE N49°56'53"W, 58.49 FEET; THENCE NORTHWESTERLY 309.96 FEET ALONG A 2967.00-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 309.82 FEET BEARING N47°12'13"W; THENCE N43°56'07"W, 55.40 FEET TO THE SOUTHERNMOST CORNER OF LOT 2 IN SAID DRA ACRES PLAT 1; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID LOT 2, N45°51'34"E, 415.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE N4°38'12"E ALONG THE EASTERLY LINE OF SAID LOT 2, 228.29 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID DRA ACRES PLAT 1, ALSO BEING A POINT ON THE SOUTHERLY LINE OF SAID PARCEL "O"; THENCE N89°36'54"W ALONG THE NORTH LINE OF SAID LOT 1, 312.53 FEET; THENCE S30°57'41"W ALONG THE WESTERLY LINE OF SAID LOT 1, 228.09 FEET; THENCE S39°09'08"W ALONG SAID WESTERLY LINE, 178.08 FEET; THENCE DEPARTING SAID WESTERLY LINE LOT 1 AND CONTINUING ALONG THE WESTERLY LINE OF SAID PARCEL "O" N39°43'08"W, 652.19 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID PARCEL "O",

## BERWICK ESTATES PUD

587.94 FEET ALONG A 1246.09-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 582.50 FEET BEARING N26°13'45"W; THENCE CONTINUING ALONG SAID WESTERLY LINE N12°43'06"W, 245.69 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "O"; THENCE S89°55'08"E ALONG THE NORTH LINE OF SAID PARCEL "O", 160.30 FEET TO THE CENTER-NORTH SIXTEENTH CORNER OF SAID SECTION 32; THENCE CONTINUING ALONG SAID NORTH LINE S89°53'03"E, 1321.27 FEET TO THE NORTHEAST SIXTEENTH CORNER OF SAID SECTION 32; THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL "O" S89°40'42"E, 1318.73 FEET TO THE POINT OF BEGINNING.

DESCRIBED TRACT OF LAND CONTAINS 103.98 ACRES (4,529,337 SQUARE FEET), INCLUDING 1.11 ACRES OF RIGHT-OF-WAY (48,545 SQUARE FEET).

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

**SECTION 3 - MASTER PLAN ADOPTION** Attached hereto and made a part of this rezoning approval, for concept description and delineation is the Berwick Estates Master Plan listed as Appendix B. The Master Plan is adopted to establish the rules, regulations, and development guidelines for the land use and performance standards pursuant to Section 192.15 of the Municipal Code of the City of Ankeny, Iowa, for the development of the Berwick Estates PUD. The Master Plan layout, including the relationship of uses to each other and the relationship of land use to the general plan framework, and development requirements, shall be used as the implementation guide.

Individual parcels within the PUD may be developed independent of other parcels or tracts, provided the minimum requirements are met, unless modified herein, and the development of the parcel allows for the proper development of other parcels or tracts within the PUD.

It is recognized that shifts or modifications to the Master Plan layout and reasonable adjustments to the PUD Land Use Parcel boundaries may be made in order to establish workable street patterns, storm water management systems or facilities, elevations, grades, and/or usable building sites. Any modifications to the Master Plan considered by the Zoning Administrator to be major or significant and any amendments to the PUD text shall be made pursuant to Subsection 192.15 of the Municipal Code of the City of Ankeny, Iowa.

**SECTION 4 - REQUIRED PLANS** The following plans shall be required as a part of the processing of any development application for any property within the Berwick Estates PUD.

1. Preliminary Plat: For a majority of this property, the Master Plan provides sufficient detail that a Preliminary Plat is not necessary and may be excluded from the development review process. This exclusion applies to all land uses Parcels listed in the Master Plan (except the Future Development Area).
2. Construction Drawings or Site Plans: Standard City of Ankeny processes and procedures shall be utilized for preparing, reviewing, and approving drawings to facilitate construction of public or private infrastructure. These are generally referred to Construction Drawings for public subdivision work and Site Plans for private site work. Said Drawings or Plans shall generally conform to the Master Plan and shall be demonstrate that properly sized and located public sanitary sewers, storm sewers, water mains, and streets will be constructed adjacent to or across the respective property in order to fully serve other areas within the PUD.
3. Platting: Prior to, or in conjunction with development of any portion of the PUD, said area shall be platted in accordance with the City of Ankeny subdivision regulations to delineate within a plat the parcel to be developed except as noted in this ordinance.

## BERWICK ESTATES PUD

- a. Final Plats: A Final Plat shall be the mechanism to create a buildable lot on property within this PUD. Final Plats shall conform to City standards including content, review, and approval.
- b. Plats-of-Surveys: In order to facilitate the sale or transfer of ownership of property within the PUD, a Plat-of-Survey may be created in accordance with State Law and submitted to the City of Ankeny for its review and approval following a finding of general compliance within the intent of the PUD. It is understood that the transfer of title of any property in the PUD is an interim measure to facilitate development of the PUD and will ultimately culminate in the Final Platting of the respective property. Parcels created by Plat-of-Survey shall not be buildable and no building permit shall be issued until the parcel is platted as part of a Subdivision Plat is approved and the final plat is recorded. No public or private infrastructure improvements are required to be installed or surety posted for any parcels created by Plat-of-Survey.
- c. Outlots: As part of a Subdivision Plat, Outlot(s) may be created to facilitate the sale or transfer of ownership. Outlots shall not be buildable and no building permit shall be issued until such time that a Subdivision Plat is approved and the final plat is recorded that replats said Outlot(s) into one or more regular Subdivision Lots. No public or private infrastructure improvements are required to be installed or surety posted for any temporary Outlots created for the purpose of ownership transfer. Public or private infrastructure may be required and proposed within permanent Outlots created by the Subdivision Plat (eg, stormwater infrastructure in stormwater Outlots).
- d. Acquisition Plats: Public street rights-of-way may be established by Acquisition Plat following the review and approval by the City.
- e. Postage Stamp Lots: Individual lots created within a common lot or outlot that is owned and controlled by an Owner's Association or condominium regime, commonly referred to as a *Postage Stamp Lot*, are not proposed as part of this PUD and Master Plan and shall not be permitted.

### **SECTION 5 - GENERAL CONDITIONS** The following general site development criteria are applicable to the Berwick Estates PUD:

1. Any regulation, standard, provision or requirement that is not specifically addressed within this document that is regulated elsewhere in the Municipal Code of Ankeny, Iowa, the requirements of the Municipal Code shall be enforced.
2. All subdivisions, public streets, public street rights-of-way, public improvements, and other general development improvements shall adhere to the standards and design criteria set forth in the Ankeny Subdivision Ordinance and the Statewide Urban Design Specifications (SUDAS) as adopted or as amended by the City of Ankeny, pertaining thereto, unless otherwise stated within this Ordinance or approved by City Council. To allow for creative residential community design, alternate public ROW sections may be considered to allow for flexibility in unit design and layout.
3. Applicable in all areas located within a 100-year frequency flood hazard zone, or in adjoining drainageways, detention areas, or other storm water management areas involving potential flood hazards, no building shall be erected which has a lowest floor elevation, including basements, of less than one (1) foot above the determined level of the one hundred (100) year frequency flood event; or the building shall be flood proofed to the same elevation. No building shall be erected within 25-feet of any major drainage (as determined by the storm water management plan), storm water detention basin or pond, unless approved by the City.

## BERWICK ESTATES PUD

4. The Developer, its successors and assigns, if any, shall pay all construction and engineering costs for the development and improvement of its property, including improvements located in all rights-of-way to be dedicated to the City, all in accordance with the current City policies and ordinances in effect at the time of development unless otherwise addressed in an approved Development Agreement.

**SECTION 6 - STREET CIRCULATION AND RIGHT-OF-WAY** Appendix B shows a conceptual roadway circulation system including the classification of each road. The minimum standards of each road classification are as follows:

Residential "Collector" Street:

- 70' Right of Way
- 31' wide paving
- Widened to 37' wide and 3-lanes at intersection with NE Berwick Drive
- Widened to 37' wide and 3-lanes at intersection with future arterial street
- No Parking on either side of street
- 5' sidewalk on both sides

Residential "Local" Street:

- 60' Right of Way
- 27' wide paving
- Widened to 37' wide and 3-lanes at intersection with NE Berwick Drive
- Widened to 37' wide and 3-lanes at intersection with future arterial street
- Parking on south and west sides of streets
- 5' sidewalk on both sides

A Traffic Impact Study was completed and approved as part of this PUD approval process and recommends certain physical improvements associated with this development. A summary of the physical improvements recommended by the traffic study is as follows:

- Developer to construct an eastbound right turn lane at NE 78<sup>th</sup> Ave and NE Berwick Drive, triggered by the first plat of development of Berwick Estates
- Developer to construct an eastbound left turn lane on at NE 62<sup>nd</sup> Ave and NE Berwick Drive, triggered by 50% build-out of the TIS lot count assumptions. The traffic study assumes 244 units, so the trigger for this improvement will be the platting of the 122<sup>nd</sup> lot.
- Westbound left turn lane at NE 78<sup>th</sup> Ave and NE Berwick Drive discussed in the TIS is not required to be constructed by the Developer
- City and County will monitor the traffic for the NE Berwick Drive offset as development occurs in the area and will coordinate/fund a potential project addressing the intersection if/when a project is needed. The City will not require additional payment or construction of lane modifications on NE 78<sup>th</sup> Ave from the Developer of the Berwick Estates development beyond what is stated above

At a minimum, the Developer of each area shall design the street circulation system and shall extend designated roadways across its plat to adjacent areas. Public street right-of-way shall be dedicated to the City at the time of platting consistent with the above standards or as approved by City Council.

Private streets may be utilized if approved in a site-specific Site Plan and shall establish a private street easement. Said easement shall detail the private street ownership, maintenance, private access rights, and the right of use by the general public and city emergency service vehicles for access and circulation. Alternate curb sections may be allowed on private streets if reviewed and approved by City Council at the time of development.

**BERWICK ESTATES PUD**

**SECTION 7 - PEDESTRIAN TRAILS** No trails or oversized sidewalk are proposed within public ROW. Where trails are proposed outside of ROW (rear yards or around ponds), trails shall be contained within either easement or Outlots. If within Outlots, the restrictive covenants shall describe ownership and maintenance provisions of the trail.

**SECTION 8 - OPEN SPACE**

1. Various types of open spaces are proposed in the Master Plan including general open space, City parks, pedestrian trails, and storm water detention.
2. Parcel D is to be dedicated to the City for parkland and shall be maintained by the City upon dedication.
3. All other common open space intended for public use (i.e., pedestrian trails or stormwater detention) shall generally be contained within an Outlot or easement. Outlots shall be owned and maintained by the HOA.

**SECTION 9 - PARKLAND DEDICATION**

1. All development within this PUD shall comply with the City’s parkland dedication requirements. Provisions provided as part of this Section are intended to fully satisfy the parkland dedication requirements for the entire Berwick Estates development.
2. The parkland dedication area required for Berwick Estates is 7.2 acres as of the time of this writing based on the proposed land uses and concept plans.

LAND USE PARCEL	LAND USE	AREA	PARKLAND REQUIRED	PARKLAND REQUIRED
		(ACRES)	(%)	(ACRES)
A	LDR	42.6	5%	2.1
B	LDR	24.6	5%	1.2
C	MDR	25.0	10%	2.5
D	PARKLAND	7.4	0%	0.0
E	ROW	1.7	0%	0.0
F	ROW	0.5	0%	0.0
G	ROW	2.6	0%	0.0
FDA*	LDR	27.0	5%	1.4
<b>TOTAL PARKLAND REQUIRED:</b>				<b>7.2</b>

*\*FDA means Future Development Area*

3. The Master Plan (Appendix B) identifies Parcel D as a conceptual parkland location that is to be dedicated to the City of Ankeny as part of the final platting procedures in that area. Parcel D is 7.3 acres and satisfies the City’s parkland dedication requirements.
4. An area called ‘Future Development Area’ is included in parkland calculations as part of this PUD in an attempt to master plan the entire properties owned by the applicant at the time of this PUD writing. The ‘FDA’ is not intended to be a part of the official PUD and rezoning processes due to portions of the ‘FDA’ not being annexed into the City of Ankeny as of the time of this writing. It is anticipated that the ‘FDA’ will be rezoned to “straight” R-1 or R-2 zoning and calculations herein reflect this assumption. It is acknowledged that this PUD may require revisions or alternate parkland dedication arrangements may be necessary if the future rezoning request for the ‘FDA’ is for a different classification than R-1 or R-2 and a higher threshold of parkland dedication requirements are triggered.
5. Should future PUD modifications occur that would result in an increase in required parkland dedication, the difference in parkland dedication shall be satisfied with an agreed-upon arrangement in the PUD modifications including additional land, payment-in-lieu, or both.

**BERWICK ESTATES PUD**

**SECTION 10 - SANITARY SEWER SERVICE AND STORM WATER DRAINAGE** Each Developer shall extend sanitary and storm sewers across its plat at sufficient capacity and appropriate elevations and locations to serve the respective service areas. The Developer of all areas within the PUD shall submit to the City for its review and approval, as part of the Subdivision Plat and any Site Plan review and approval process, a sanitary sewer service and storm water drainage plan which satisfies the City’s development standards and regulations. Sanitary sewer plan and profile pages in Construction Drawings and/or Site Plans and a site-specific Storm Water Management Plan would generally suffice for the purposes of this Section’s requirements.

Sufficient service is defined herein as sanitary sewer and storm water drainage facilities (pipes, structures, drainageways, detention ponds, and similar facilities) adequately sized and designed, including location and depth/elevation, to accommodate the expected flows generated within the service area. Furthermore, the design shall provide for the extension of the facilities across or through the respective Subdivision Plat and/or Site Plan so that all areas within the service area including those located ‘upstream’ from the Plat and/or Site Plan shall be adequately served.

As previously stated, the Master Plan in Appendix B contains certain pages that are more detailed than necessary in traditional PUD documents. One of the reasons for this is to provide a baseline for utility extensions as it relates to the overall development. The GN-series and GR-series pages function essentially as a Preliminary Plat. As such, Developers shall generally adhere to utility plans depicted in Appendix B in regard to utility extensions to adjacent sites. Since more detail is provided in a traditional PUD Master Plan, special consideration should be made to reasonable modifications and deviations of Construction Drawings, Site Plans, and/or Final Plats from this Master Plan in regard to specific configuration, lot sizing, utility layout, and other provisions.

**SECTION 11 - STORM WATER MANAGEMENT** A Master Storm Water Management Plan (titled “Berwick Estates Master Storm Water Management Plan”) is prepared and approved coincident with this PUD. This Master SWMP provides calculations and discussions in regard to storm water detention requirements for a majority of the site. As a part of the review and approval for each Subdivision Plat or Site Plan, a storm water management plan for the area within the Subdivision Plat and/or Site Plan shall be submitted to the City for its approval. Subsequent, plat/site-specific SWMPs will serve the purpose of establishing compliance with the Master SWMP and to provide specific storm water details (i.e., intake and pipe capacity calculations). All storm water management plans shall generally comply with the Master SWMP or provide calculations justifying changes.

**SECTION 12 - LAND USE DESIGN CRITERIA** The following land use design criteria shall apply to the respective Land Use parcels designated on the Berwick Estates Master Plan. The intent of this section is to establish bulk regulation criteria for each Land Use parcel similar to traditional City of Ankeny zoning criteria. Criteria specifically listed herein shall be the governing standards, however a similar City of Ankeny zoning classification is also listed in an effort to direct users to supplemental data for criteria not explicitly listed herein.

- 1. **Land Use Parcels A and B:** The intent of this parcel is to develop into detached single-family units. The closest similar City of Ankeny zoning classification is R-2. Land Use Parcel sizes and gross densities are planned as shown below:

<b>Parcel</b>	<b>Size</b>	<b>Maximum Units</b>	<b>Maximum Gross Density</b>
A	42.6 Acres	62 Units	1.46 DU per Ac.
B	24.6 Acres	58 Units	2.36 DU per Ac.

- a. Allowed Uses: All permitted principal and accessory uses and special uses as provided in the City Code for the R-1 and R-2 districts with a restriction to detached single-family uses.

**BERWICK ESTATES PUD**

- b. Bulk Regulations: All setbacks shall be in accordance with the Height and Bulk Regulations for the R-1 and R-2 districts, except as modified herein. Setbacks are modified in accordance with the following table for each land use.

Use	Lot Area	Lot Width	Story Height Limit	Front Setback	Side Setback	Sum of Side Setbacks	Rear Setback
Single Family – Parcel A	9,000 sf	70 ft	2	30 ft	7.5 ft	15 ft	30 ft
Single Family – Parcel B	8,000 sf	70 ft	2	30 ft	7.5 ft	15 ft	30 ft

2. **Land Use Parcel C**: The intent of these parcels is to develop into primarily smaller or specialty detached single-family or attached duplex units. The closest similar City of Ankeny zoning classification is R-3 with restrictions. Land Use Parcel sizes and gross densities are planned as shown below:

Parcel	Size	Maximum Units	Maximum Gross Density
C	25.0 Acres	87 Units	3.48 DU per Ac.

- a. Allowed Uses: All permitted principal and accessory uses and special uses as provided in the City Code for the R-1, R-2, and R-3 districts. Setbacks are modified in accordance with the following table for each land use.
- b. Bulk Regulations: All setbacks shall be in accordance with the Height and Bulk Regulations for the R-1, R-2, and R-3 districts, except as modified herein.

Use	Lot Area	Lot Width	Story Height Limit	Front Setback	Side Setback	Sum of Side Setbacks	Rear Setback
Single Family	5,000 sf	50 ft	2	25 ft	5 ft	10 ft	30 ft
Two-Family	4,000 sf	40 ft	2	25 ft	5 ft	10 ft	25 ft

3. **Land Use Parcel D**: The intent of this parcel is to provide a conceptual location and scope for open space that is to be dedicated to the City of Ankeny as part of the final platting procedures in the respective areas to wholly or partially satisfy parkland dedication requirements.
4. **Land Use Parcels E and F**: The intent of these parcels is to be reserved for NE Berwick Drive right-of-way. This ROW is specifically excluded from the other PUD areas since it is a special acquisition requirement and not a development land use, thus should not be counted towards certain requirements or calculations for this PUD. It is, however, a part of the official rezoning, thus must be acknowledged in the PUD.

## **BERWICK ESTATES PUD**

5. **Land Use Parcel G:** The intent of this parcel is to be reserved for future NE 38<sup>th</sup> Street right-of-way. This ROW is specifically excluded from the other PUD areas since it is a special acquisition requirement and not a development land use, thus should not be counted towards certain requirements or calculations for this PUD. It is, however, a part of the official rezoning, thus must be acknowledged in the PUD.
6. **Future Development Area:** The intent of this designation is to attempt to master plan the entire properties owned by the applicant at the time of this PUD writing. The 'FDA' is not intended to be a part of the official PUD and rezoning processes due to portions of the 'FDA' not being annexed into the City of Ankeny as of the time of this writing. It is anticipated that the 'FDA' will be rezoned to "straight" R-1 or R-2 zoning and calculations herein reflect this assumption. It is acknowledged that this PUD may require revisions (specifically regarding alternate parkland dedication arrangements) if the future rezoning request for the 'FDA' is for a different classification than R-1 or R-2 .

### **SECTION 13 - GENERAL LANDSCAPE STANDARDS**

1. All areas not covered by building or paving shall be landscaped with turf grass, prairie grass, plant beds, shrubs, and/or trees in accordance with open space and landscaping requirements set forth the City Zoning Ordinance.
2. It is anticipated that the Restrictive Covenants will provide specific requirements on individual lots in regard to landscaping requirements. Such requirements would be implemented in an effort to create a canopy of overstory trees decades after development is completed. Specific requirements and species would be specified in the Restrictive Covenants.
3. 25' Buffer Easements are proposed along NE Berwick Drive and future NE 38<sup>th</sup> Street. These easements will be allowed to overlap PUEs and Gas Easements. No fences or sheds are allowed within the Buffer Easements. Tree/buffer requirements per Ankeny City code are to be within the Buffer Easements.

### **SECTION 14 - ARCHITECTURE AND SITE DESIGN REGULATIONS**

1. All structures shall comply with the City's architectural standards set forth in the City Zoning Ordinance.
2. All structures shall comply with the Restrictive Covenants as prepared with each respective phase of development.
3. Exhibit B includes general examples of the expectations of architectural character of the structures within Berwick Estates.
4. Side-by-side usage of the exact same frontage elevation for a single-family home shall be avoided where practical. For the sake of clarity, this requirement will not apply to duplex-style homes.

### **SECTION 15 - SIGNAGE** All signage shall be in compliance with the City Zoning Code regulations.

### **SECTION 16 - DEFINITION** The term "Developer" for the purpose of the Ordinance, shall mean any person, individual, firm, partnership, association, corporation, estate, trust, entity, or agent or same acting or proposing to subdivide land, improve or develop land including grading or installation of utilities, or plat a Land Use Area Parcel (or fractional part therein) within the PUD by improving or grading the parcel, installing utilities, or for the construction of a building or buildings or amenities.

### **SECTION 17 - VIOLATIONS AND PENALTIES** Any person who violates the provision of this Ordinance upon conviction shall be punished as set forth in the Municipal Code of the City of Ankeny, Iowa.

## **BERWICK ESTATES PUD**

**SECTION 18 - OTHER REMEDIES** In addition to the provisions set out in Violation and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

**SECTION 19 - REPEALER** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 20 - SEVERABILITY CLAUSE** In any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 21 - EFFECTIVE DATE** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

### **APPENDICIES:**

- Appendix A – Rezoning Map Exhibit
- Appendix B – Berwick Estates Master Plan (pgs 1-12)
- Appendix C – Architectural Character

# Rezoning Exhibit

FOR  
**Berwick Estates PUD**  
Ankeny, Iowa



Vicinity Sketch  
Scale: 1" = 1,000'

## Owner / Developer

Berwick Holdings LLC  
1615 SW Main Street, Ste 207  
Ankeny, Iowa 50023

## Zoning

Existing - R-1 (103.98 acres)

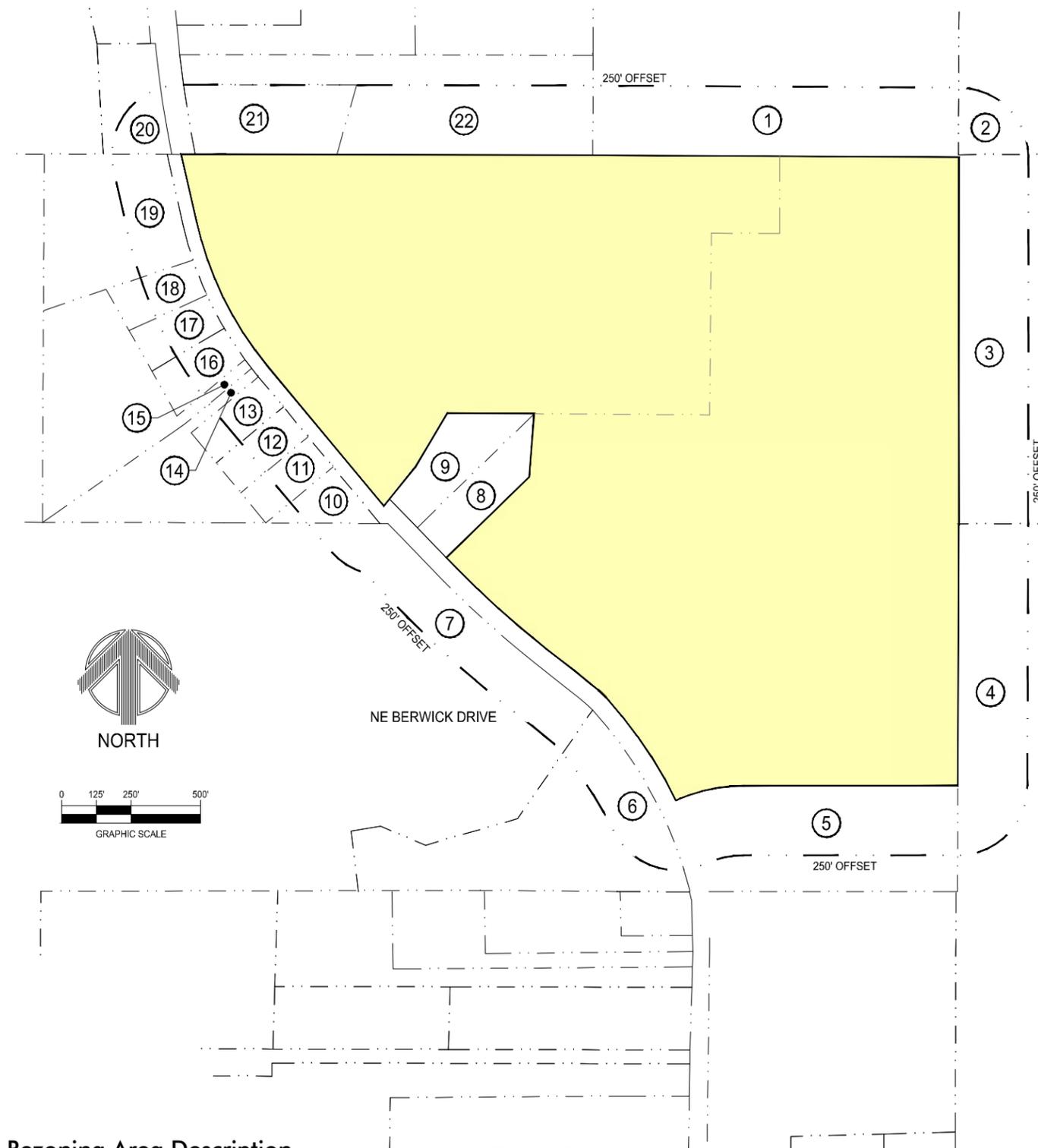
Proposed - Berwick PUD (103.98 acres)

## Rezoning Table

Parcel Number	Name of Property Owner	Legal Description	Parcel Number	Mailing Address	Total Area of Property	Area within 250' of rezoning	% of Area within 250' of rezoning
1	Roy & Florence Bishop	HE 1/4 NE 1/4 LESS 1.58 A RD SEC 32-80-23	8023-32-226-001	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,673,575 sf	329,269 sf	13.6%
2	Roy & Florence Bishop	NW 1/4 NW 1/4 LESS 1.58 A RD SEC 33-80-23	8023-33-100-001	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,673,575 sf	47,153 sf	2.0%
3	Roy & Florence Bishop	W 1/2 S 1/2 NW 1/4 SEC 33-80-23	8023-33-100-004	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,742,400 sf	331,737 sf	13.7%
4	Jerry M Bishop	W 1/2 W 1/2 W 1/2 SW 1/4 LESS .25A RD SEC 33-80-23	8023-33-300-005	4050 NE 78TH AVE ANKENY, IA 50021-9382	860,310 sf	284,344 sf	11.8%
5	Berwick Holdings LLC	OUTLOT X DRA ACRES PLAT 1	8023-32-426-001	1615 SW MAIN ST STE 207 ANKENY, IA 50023-7261	3,115,689 sf	242,940 sf	10.0%
6	Wesley Investments INC	LTS 5 & 6 PAGUIA COMPOUND PLAT 1	8023-32-400-023	7252 NE BERWICK DR ANKENY, IA 50021-9258	394,236 sf	101,743 sf	4.2%
7	Third and Collins Properties LLC	EX BEG 1332F N & 955F W OF SE COR OF SEC THIN W 1214F HW 221F NE 110 5F SE 175F NELY 828F TO W LN OF HWY SELY 754F TO POB. N 1/2 SE 1/4 W OF RD & LESS RD SEC 32-80-23	8023-32-400-001	2601 SW 35TH ST ANKENY, IA 50023-6203	1,267,596 sf	210,274 sf	8.7%
8	Scott Stephenson Aubrey Jungen	LOT 2 DRA ACRES PLAT 1	8023-32-252-002	7393 NE BERWICK DR ANKENY, IA 50021-9259	75,157 sf	75,157 sf	3.1%
9	Richard and Marlis Backus	LOT 1 DRA ACRES PLAT 1	8023-32-252-001	7403 NE BERWICK DR ANKENY, IA 50021-9260	88,266 sf	88,266 sf	3.7%
10	Harold Tyler, Thomas Tyler, Bradley Johnson	LOT 1 OAKWOOD HEIGHTS	8023-32-176-010	1211 NE 31ST ST ANKENY, IA 50021-6694	41,599 sf	35,966 sf	1.5%
11	Tyler Thomas	LOT 2 OAKWOOD HEIGHTS	8023-32-176-009	1211 NE 31ST ST ANKENY, IA 50021-6694	44,082 sf	28,059 sf	1.2%
12	Bradley Johnson	LOT 3 OAKWOOD HEIGHTS	8023-32-176-008	7470 NE BERWICK DR ANKENY, IA 50021-9260	44,082 sf	28,000 sf	1.2%
13	Bradley Johnson	LOT 4 OAKWOOD HEIGHTS	8023-32-176-007	7470 NE BERWICK DR ANKENY, IA 50021-9260	44,082 sf	28,000 sf	1.2%
14	Bradley Johnson	LOT 5 OAKWOOD HEIGHTS	8023-32-176-006	7470 NE BERWICK DR ANKENY, IA 50021-9260	154,507 sf	7,820 sf	0.3%
15	Tyler Thomas	LOT 6 OAKWOOD HEIGHTS	8023-32-176-002	1211 NE 31ST ST ANKENY, IA 50021-6694	269,723 sf	8,012 sf	0.3%
16	Tyler Thomas	LOT 7 OAKWOOD HEIGHTS	8023-32-176-005	1211 NE 31ST ST ANKENY, IA 50021-6694	49,092 sf	30,207 sf	1.2%
17	Wayne and Robyn Biehl	LOT 8 OAKWOOD HEIGHTS	8023-32-176-004	7514 NE BERWICK DR ANKENY, IA 50021-9230	45,738 sf	29,091 sf	1.2%
18	Elizabeth and Derek Peterson	LOT 9 OAKWOOD HEIGHTS	8023-32-176-003	7534 NE BERWICK DR ANKENY, IA 50021-9230	48,046 sf	29,092 sf	1.2%
19	Andrew and Rhonda Swanson	LOT 10 OAKWOOD HEIGHTS	8023-32-176-001	7560 NE BERWICK DR ANKENY, IA 50021-9230	233,177 sf	84,842 sf	3.5%
20	Jeremy Brandt	BEG SE COR THIN W 280.67F N 396.19F E 244.14F SELY 400.08F TO POB PRT E 27.5A N 1.2 HW 1/4 LYG W OF CL NE BERWICK DR LESS .293A RD SEC 32-80-23	8023-32-126-008	7630 NE BERWICK DR ANKENY, IA 50021-9262	89,602 sf	35,185 sf	1.5%
21	Curtis and Linda Waite	LOT 1 FOURMILE WOODS PLAT 2	8023-32-201-010	7621 NE BERWICK DR ANKENY, IA 50021-9262	1,40,873 sf	1,40,873 sf	5.8%
22	Jeffery and Karen Glock	LOT 2 FOURMILE WOODS PLAT 2	8023-32-201-014	7645 NE BERWICK DR ANKENY, IA 50021-9262	385,462 sf	221,506 sf	9.2%

### ZONING TABLE NOTES:

- RIGHT-OF-WAY AREA IS NOT INCLUDED
- CITY OF ANKENY OWNED PROPERTY THAT IS NOT ROW IS INCLUDED (IE, PARKLAND, GREENBELTS, ETC.)
- OWNERSHIP INFORMATION PROVIDED VIA POLK COUNTY GIS AS OF 12/12/2023
- AREA WITHIN 250' OF REZONING IS PROVIDED BASED ON GIS PARCEL LINE DATA



## Rezoning Area Description

An irregular tract of land in the Southeast Quarter and Northeast Quarter of Section 32, Township 80 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa, consisting of Parcel "O" of said Section 32, as shown on the Plat recorded in Book 15089, Page 430 in the Office of the Polk County Recorder, and Outlot 'X' in DRA Acres Plat 1, an Official Plat, as shown on the Plat recorded in Book 15393, Pages 121 through 134 in the Office of the Polk County Recorder, more particularly described as follows:  
Beginning at the North Sixteenth Corner between said Section 32 and Section 33, Township 80 North, Range 23 West of the 5th/ Principal Meridian, Polk County, Iowa; thence S0°02'44"W along the east line of said Section 32, 1322.51 feet to the East Quarter Corner of said Section 32; thence S0°11'23"W continuing along the east line of said Section 32, 936.31 feet; thence departing said east line, S90°00'00"W, 771.86 feet; thence southwesterly 200.44 feet along a 580.01-foot radius curve, said curve having a chord of 199.45 feet bearing S80°05'59"W; thence S70°11'58"W, 33.12 feet; thence S63°47'05"W, 17.00 feet to the easterly right-of-way line of Berwick Drive; thence northwesterly 448.73 feet along a 1594.16-foot radius curve, said curve having a chord of 447.25 feet bearing N34°16'45"W; thence northwesterly 38.55 feet along a 283.00-foot radius curve, said curve having a 38.52-foot chord bearing N46°22'15"W; thence N50°14'05"W, 39.79 feet; thence northwesterly 67.29 feet along a 2033.00-foot radius curve, said curve having a chord of 67.29 feet bearing N51°06'34"W; thence N51°59'32"W, 130.76 feet; thence northwesterly 65.18 feet along a 1967.00-foot radius curve, said curve having a chord of 65.18 feet bearing N51°05'13"W; thence N49°56'53"W, 58.49 feet; thence northwesterly 309.96 feet along a 2967.00-foot radius curve, said curve having a chord of 309.82 feet bearing N47°12'13"W; thence N43°56'07"W, 55.40 feet to the southernmost corner of Lot 2 in said DRA Acres Plat 1; thence departing said east right-of-way line and continuing along the southerly line of said Lot 2, N45°51'34"E, 415.00 feet to the southeasterly corner of said Lot 2; thence N4°38'12"E along the easterly line of said Lot 2, 228.29 feet to the northeast corner of Lot 1 of said DRA Acres Plat 1, also being a point on the southerly line of said Parcel "O"; thence N89°36'54"W along the north line of said Lot 1, 312.53 feet; thence S30°57'41"W along the westerly line of said Lot 1, 228.09 feet; thence S39°09'08"W along said westerly line, 178.08 feet; thence departing said westerly line Lot 1 and continuing along the westerly line of said Parcel "O" N39°43'08"W, 652.19 feet; thence continuing along the westerly line of said Parcel "O", 587.94 feet along a 1246.09-foot radius curve, said curve having a chord of 582.50 feet bearing N26°13'45"W; thence continuing along said westerly line N12°43'06"W, 245.69 feet to the northwest corner of said Parcel "O"; thence S89°55'08"E along the north line of said Parcel "O", 160.30 feet to the Center-North Sixteenth Corner of said Section 32; thence continuing along said north line S89°53'03"E, 1321.27 feet to the Northeast Sixteenth Corner of said Section 32; thence continuing along the north line of said Parcel "O" S89°40'42"E, 1318.73 feet to the point of beginning.  
Described tract of land contains 103.98 acres (4,529,337 square feet), including 1.11 acres of right-of-way (48,545 square feet).  
Subject to any and all easements and restrictions of record.



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## REZONING EXHIBIT



## BERWICK ESTATES PUD

ANKENY, IA  
2023000306  
NOVEMBER 3, 2023

REVISIONS  
12/8/2023  
12/12/2023

ENGINEER J. BECKER DRAWN BY J. BECKER

CHECKED BY J. BECKER FIELD BOOK NO.

DRAWING NO. RZ-01 SHEET NO. 1 / 1

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# BERWICK ESTATES PUD MASTER PLAN

### Owner / Developer

Berwick Holdings LLC  
1615 SW Main Street, Ste 207  
Ankeny, IA 50023  
Attn: Eric Bohnenkamp  
(712) 540-3756

### Engineer / Designer

McClure Engineering Company  
1360 NW 121st Street  
Clive, IA 50325  
Attn: Jake Becker, PE  
(515) 964-1229

### Zoning

Existing - R-1  
Proposed - Berwick Estates PUD

### NOTES

1. THE INTENT OF THIS MASTER PLAN IS TO PROVIDE SUFFICIENT DETAIL SUCH THAT A TRADITIONAL PRELIMINARY PLAT IS NOT REQUIRED TO DEVELOP PORTIONS OF THIS PROPERTY THAT GENERALLY CONFORM TO THIS MASTER PLAN.
2. AREA DESIGNATED AS "FUTURE DEVELOPMENT" IS NOT A PART OF THIS OFFICIAL REZONING AND PUD DUE TO PORTIONS OF THE AREA NOT BEING ANNEXED INTO THE CITY OF ANKENY AS OF THE TIME OF THIS WRITING. CERTAIN CALCULATIONS INCLUDE THIS AREA IN AN ATTEMPT TO MASTER PLAN THE ENTIRE PROPERTIES OWNED BY THE APPLICANT. IT IS ANTICIPATED THAT THIS FUTURE DEVELOPMENT AREA WILL BE PROCURED SEPARATELY AND WILL REQUIRE SEPARATE APPROVALS, INCLUDING REZONING AND PRELIMINARY PLAT.
3. THE GRAPHICAL RENDERING PROVIDED ON THIS SHEET IS CONCEPTUAL IN NATURE AND INTENDED TO DEMONSTRATE THE GENERAL CHARACTER OF THE DEVELOPMENT. FINAL LAYOUT, CONFIGURATION, AND PRODUCT TYPE MAY REASONABLY DEVIATE FROM THIS PLAN.
4. LAYOUT OF THE CITY PARK DEDICATION IS CONCEPTUAL AND SHOULD NOT BE CONSTRUED AS A PROPOSAL FOR THESE AREAS.
5. THIS DEVELOPMENT WILL REQUIRE CERTAIN ROW DEDICATIONS AS PRESENTED IN THIS PLAN. SAID DEDICATIONS WILL OCCUR WITH RESPECTIVE FINAL PLAT(S) ADJACENT TO THE DEDICATION AREA(S).
6. LOT NUMBERING IS BROKEN OUT BY LAND USE PARCEL FOR SIMPLICITY AND REVIEWABILITY. EACH PLAT SHALL CONTAIN ITS OWN TRADITIONAL NUMBERING NOMENCLATURE AS PART OF ITS FINAL PLAT.
7. BUFFER EASEMENTS SHALL MEET TREE/BUFFER REQUIREMENTS AS DIRECTED BY THE CITY.
8. PROPOSED UTILITY LAYOUTS SHOWN ARE PRELIMINARY AND SUBJECT TO MODIFICATION WITH THE SUBMITTAL OF PUBLIC IMPROVEMENTS CONSTRUCTION DRAWINGS.
9. WATER VALVES ARE TO BE ADDED TO ISOLATE SECTIONS OF WATER MAIN DURING CONSTRUCTION DRAWINGS PHASE(S).
10. AREAS WHERE THERE IS DEFLECTION SHOWN IN WATER MAIN WILL BE ASSESSED DURING CONSTRUCTION DRAWINGS PHASE(S). BENDS MAY BE REQUIRED.
11. UTILITY POLES ALONG NE BERWICK DRIVE MAY NEED RELOCATED. EXACT POLES AND NEW LOCATIONS TO BE DETERMINED DURING CONSTRUCTION DRAWINGS PHASE(S).

SHEET LIST TABLE		
SHEET NO.	SHEET TITLE	SHEET DESCRIPTION
1	MP-01	MASTER PLAN
2	MP-02	PROPOSED LAND USE PLAN
3	EX-01	EXISTING CONDITIONS
4	GN-01	GENERAL LAYOUT NORTHWEST
5	GN-02	GENERAL LAYOUT NORTHEAST
6	GN-03	GENERAL LAYOUT SOUTHWEST
7	GN-04	GENERAL LAYOUT SOUTHEAST
8	GR-01	GRADING PLAN NORTHWEST
9	GR-02	GRADING PLAN NORTHEAST
10	GR-03	GRADING PLAN SOUTHWEST
11	GR-04	GRADING PLAN SOUTHEAST
12	GR-06	GRADING PLAN OVERALL

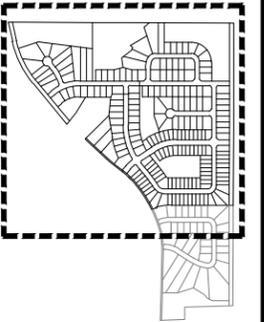


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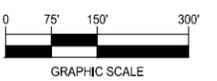
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### MASTER PLAN



NORTH



### BERWICK ESTATES MASTER PLAN & PRELIMINARY PLAT

ANKENY, IA  
2023000306

ISSUANCE DATE:  
4/18/2024

ENGINEER  
**J. BECKER**

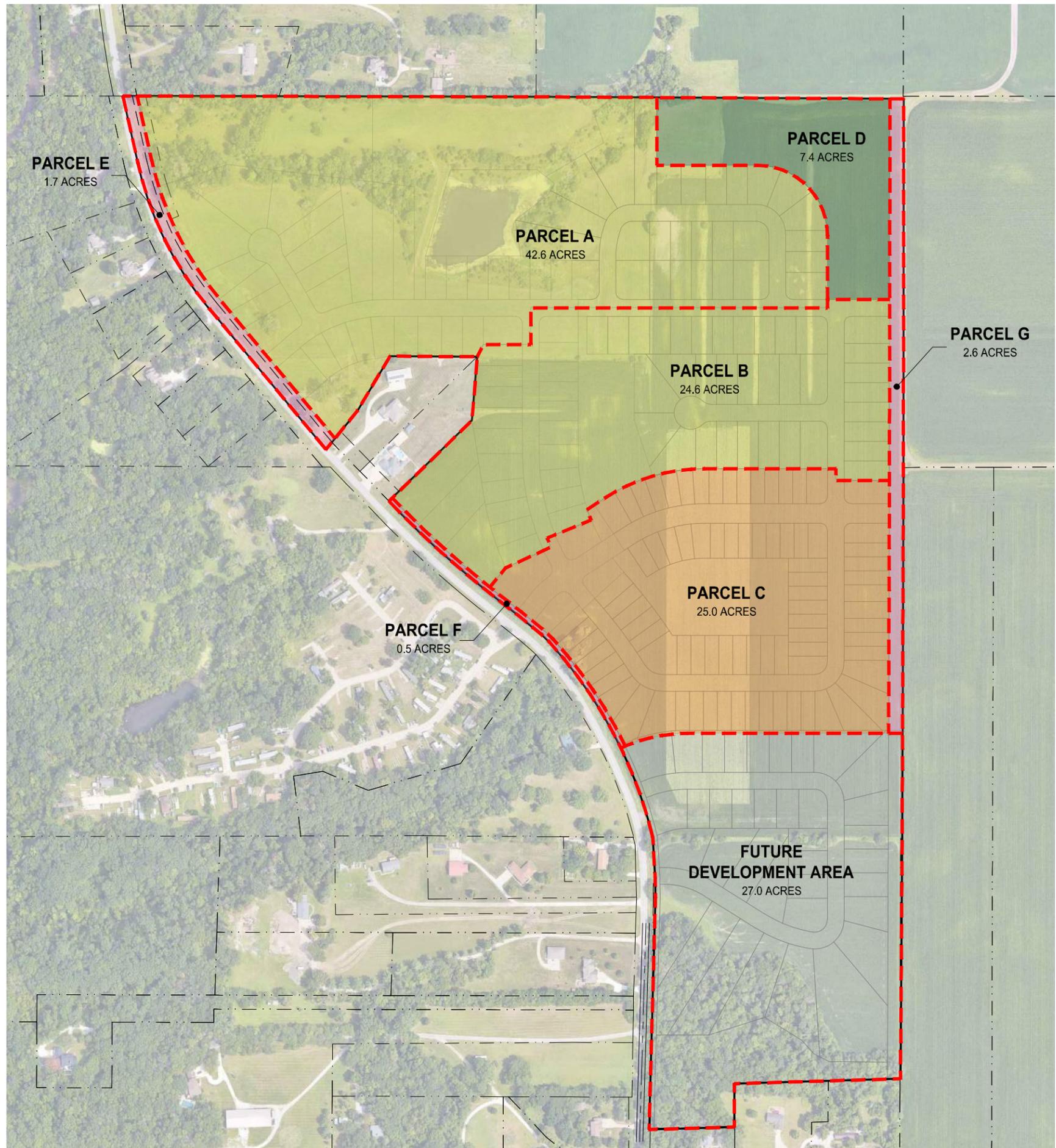
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**J. BECKER**

CHECKED BY  
**J. BECKER**

FIELD BOOK NO.

DRAWING NO. **MP-01** SHEET NO. **1 / 12**

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# BERWICK ESTATES PUD LAND USE PLAN



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## NOTES

1. ANTICIPATED ROW ACQUISITION FOR BERWICK DRIVE IS INCLUDED AS PARCELS E & F.
2. ANTICIPATED ROW ACQUISITION FOR NE 38TH STREET EXTENSION AND CONSTRUCTION IS INCLUDED AS PARCEL G.
3. THE FUTURE DEVELOPMENT AREA ("FDA") IS NOT INTENDED TO BE PART OF THIS REZONING AND PUD DUE TO PORTIONS OF THE FDA NOT BEING ANNEXED INTO THE CITY OF ANKENY AS OF THE TIME OF THIS WRITING. AN ANNEXATION APPLICATION HAS BEEN MADE AND ANNEXATION PROCESSES ARE ONGOING.
4. THE FDA IS INCLUDED IN CALCULATIONS TO ATTEMPT TO MASTER PLAN THE ENTIRE PROPERTIES OWNED BY THE APPLICANT AS OF THE TIME OF THIS PUD AND REZONING PROCESS. IT IS ANTICIPATED THAT THE FDA WILL BE REZONED TO 'STRAIGHT' R-1 OR R-2 ZONING, AND CALCULATIONS HEREIN REFLECT THIS ASSUMPTION. IT IS ACKNOWLEDGED THAT THIS PUD MAY REQUIRE REVISIONS IF THE ZONING REQUEST IS FOR A DIFFERENT CLASSIFICATION THAN R-1 OR R-2.
5. PARKLAND AREA IS GENERAL AND MAY NOT BE THE FINAL ACREAGE DEDICATED TO THE CITY. FINAL ACREAGE WILL BE DETERMINED DURING FINAL PLATTING OF RESPECTIVE AREAS. THE INTENT OF THIS MAP IS TO PROVIDE A GENERAL FRAMEWORK FOR PARKLAND DEDICATION AND/OR PAYMENT.
6. AREA INTERFACE LINES ARE BASED ON THE GRAPHICAL CONCEPT AND MAY REASONABLY ADJUST BASED ON FINAL LAYOUT PROPOSED DURING FINAL PLATTING STAGES.

## BULK REGULATIONS

SEE PUD TEXT FOR BULK REGULATION TABLES AND DISCUSSION

## DENSITY CALCULATIONS:

PARCEL	SIZE (ACRES)	MAXIMUM UNITS (UNITS)	MAXIMUM GROSS DENSITY (DU / ACRE)
A	42.6	62	1.46
B	24.6	58	2.36
C	25.0	87	3.48
D	7.4	0	0.00
E	1.7	0	0.00
F	0.5	0	0.00
G	2.6	0	0.00
<b>PUD TOTAL</b>	<b>104.4</b>	<b>207</b>	<b>1.98</b>
FDA*	27.0	37	1.37
<b>PLANNED TOTAL</b>	<b>131.4</b>	<b>244</b>	<b>1.86</b>

## LAND USE COMPARISON:

LAND USE TYPE	2040 COMPREHENSIVE LAND USE PLAN		PROPOSED MASTER PLAN	
	(ACRES)	(%)	(ACRES)	(%)
LDR	75.3	72%	67.2	64%
MDR	0	0%	25.0	24%
HDR	0	0%	0.0	0%
COMMERCIAL / MIXED	0	0%	0.0	0%
ROW DEDICATION	0	0%	4.8	5%
OPEN SPACE	29.1	28%	7.4	7%
<b>PUD TOTAL</b>	<b>104.4</b>	<b>100%</b>	<b>104.4</b>	<b>100%</b>

## PARKLAND DEDICATION CALCULATION:

LAND USE PARCEL	LAND USE	AREA (ACRES)	PARKLAND REQUIRED (%)	PARKLAND REQUIRED (ACRES)
A	LDR	42.6	5%	2.1
B	LDR	24.6	5%	1.2
C	MDR	25.0	10%	2.5
D	PARKLAND	7.4	0%	0.0
E	ROW	1.7	0%	0.0
F	ROW	0.5	0%	0.0
G	ROW	2.6	0%	0.0
FDA*	LDR	27.0	5%	1.4
<b>TOTAL PARKLAND REQUIRED:</b>				<b>7.2</b>

\*FDA = FUTURE DEVELOPMENT AREA

## PROPOSED LAND USE PLAN



NORTH



## BERWICK ESTATES MASTER PLAN & PRELIMINARY PLAT

ANKENY, IA  
2023000306

ISSUANCE DATE:  
4/18/2024

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**J. BECKER**

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**J. BECKER**

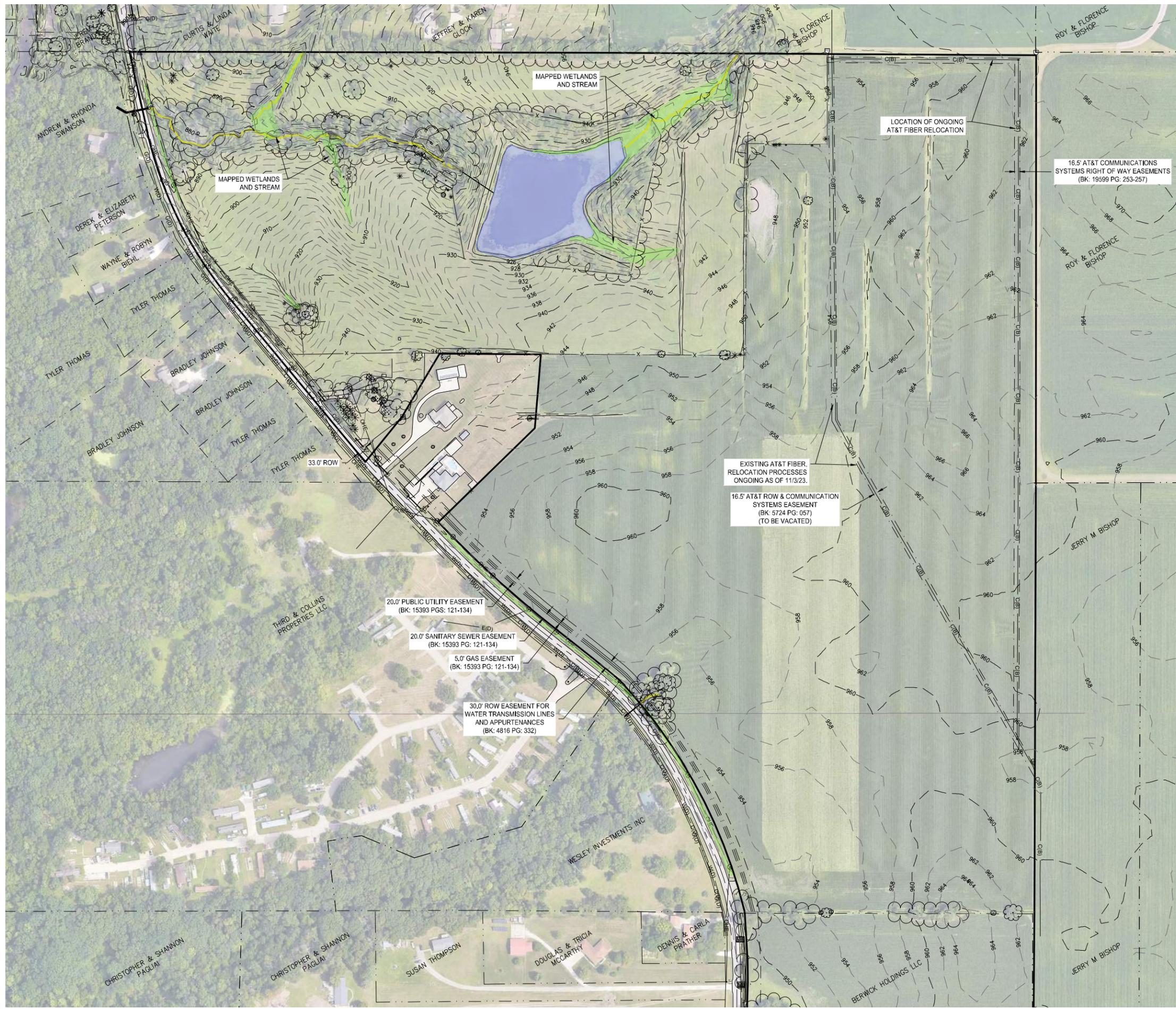
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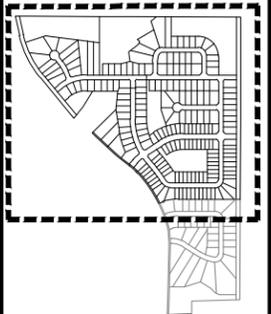
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**EXISTING CONDITIONS**



**NORTH**



GRAPHIC SCALE

**BERWICK ESTATES  
MASTER PLAN &  
PRELIMINARY PLAT**

ANKENY, IA  
2023000306

ISSUANCE DATE:  
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ENGINEER  
**J. BECKER**

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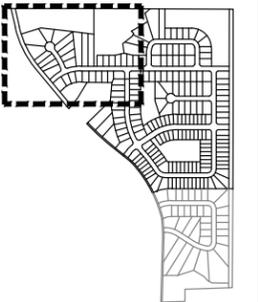
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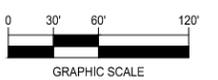
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GENERAL LAYOUT  
NORTHWEST



BERWICK ESTATES  
MASTER PLAN &  
PRELIMINARY PLAT

ANKENY, IA  
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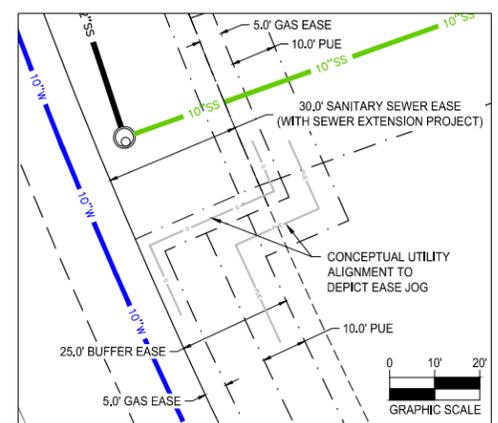
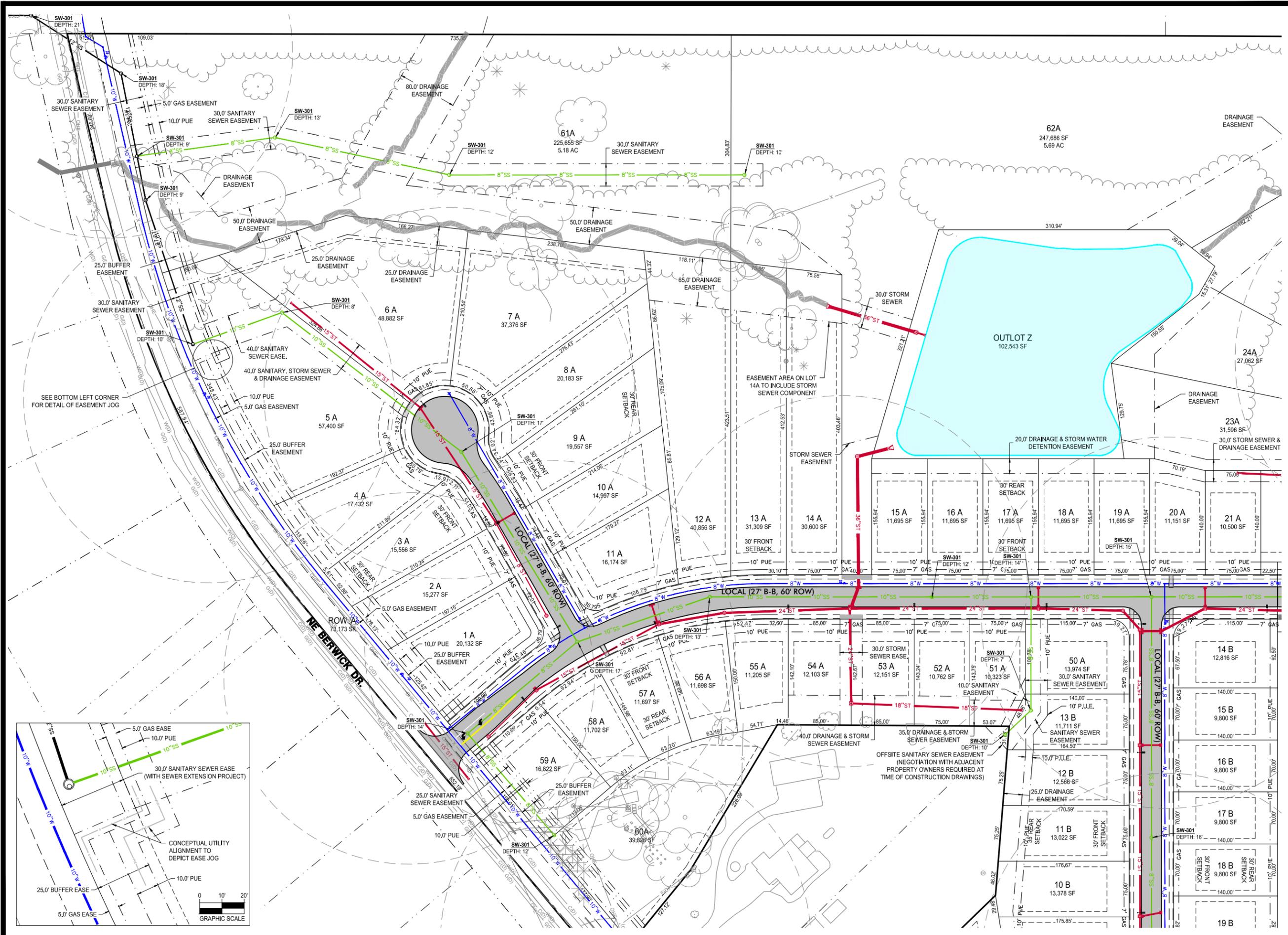
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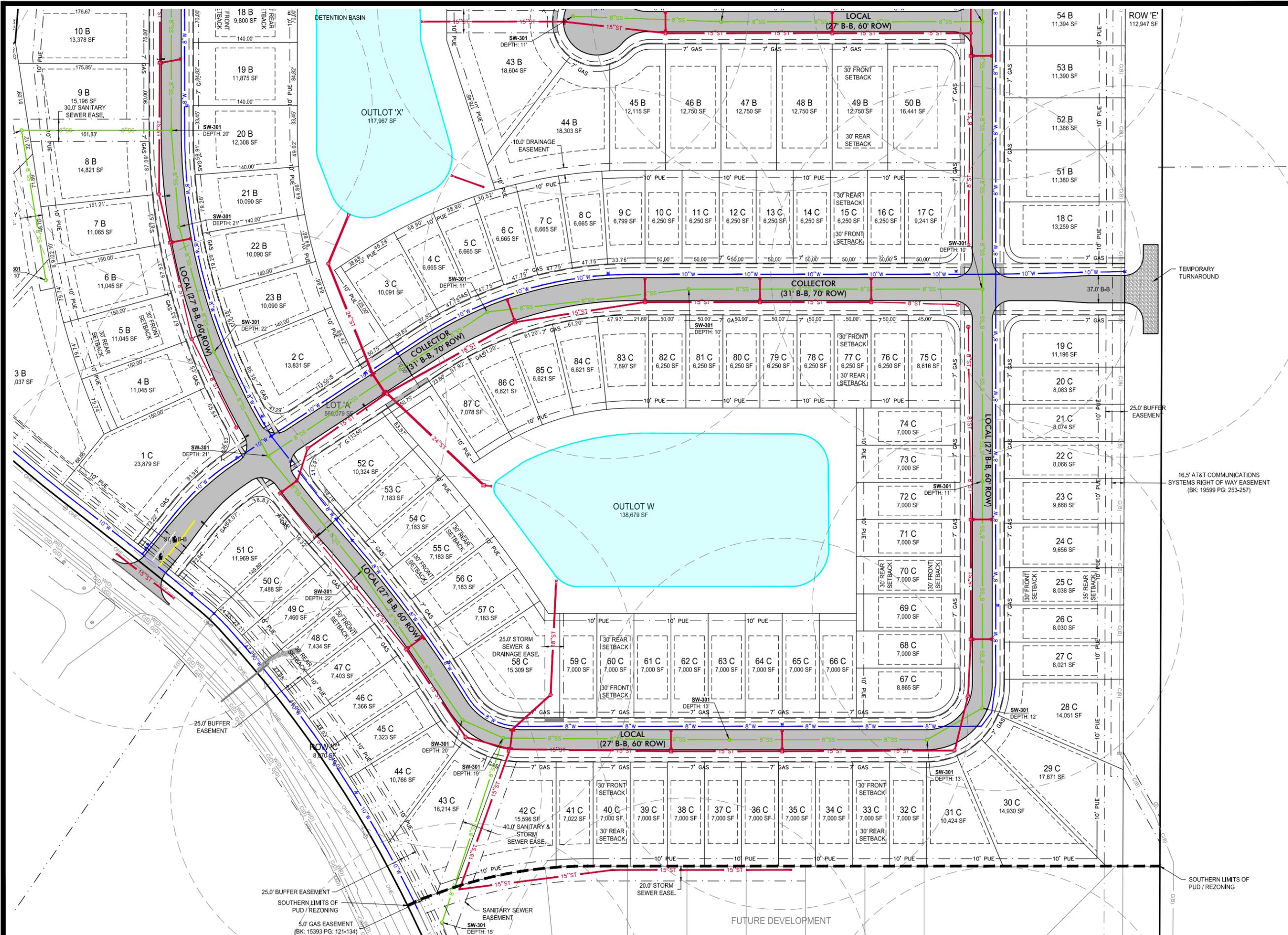
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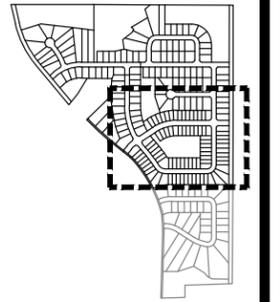


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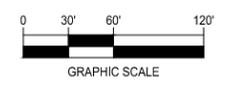
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GENERAL LAYOUT  
SOUTHEAST



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ANKENY, IA  
2023000306

ISSUANCE DATE:  
4/18/2024

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FIELD BOOK NO.

DRAWING NO. GN-04 SHEET NO. 7 / 12

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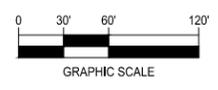
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**GRADING PLAN  
NORTHWEST**



**BERWICK ESTATES  
MASTER PLAN &  
PRELIMINARY PLAT**

ANKENY, IA  
2023000306

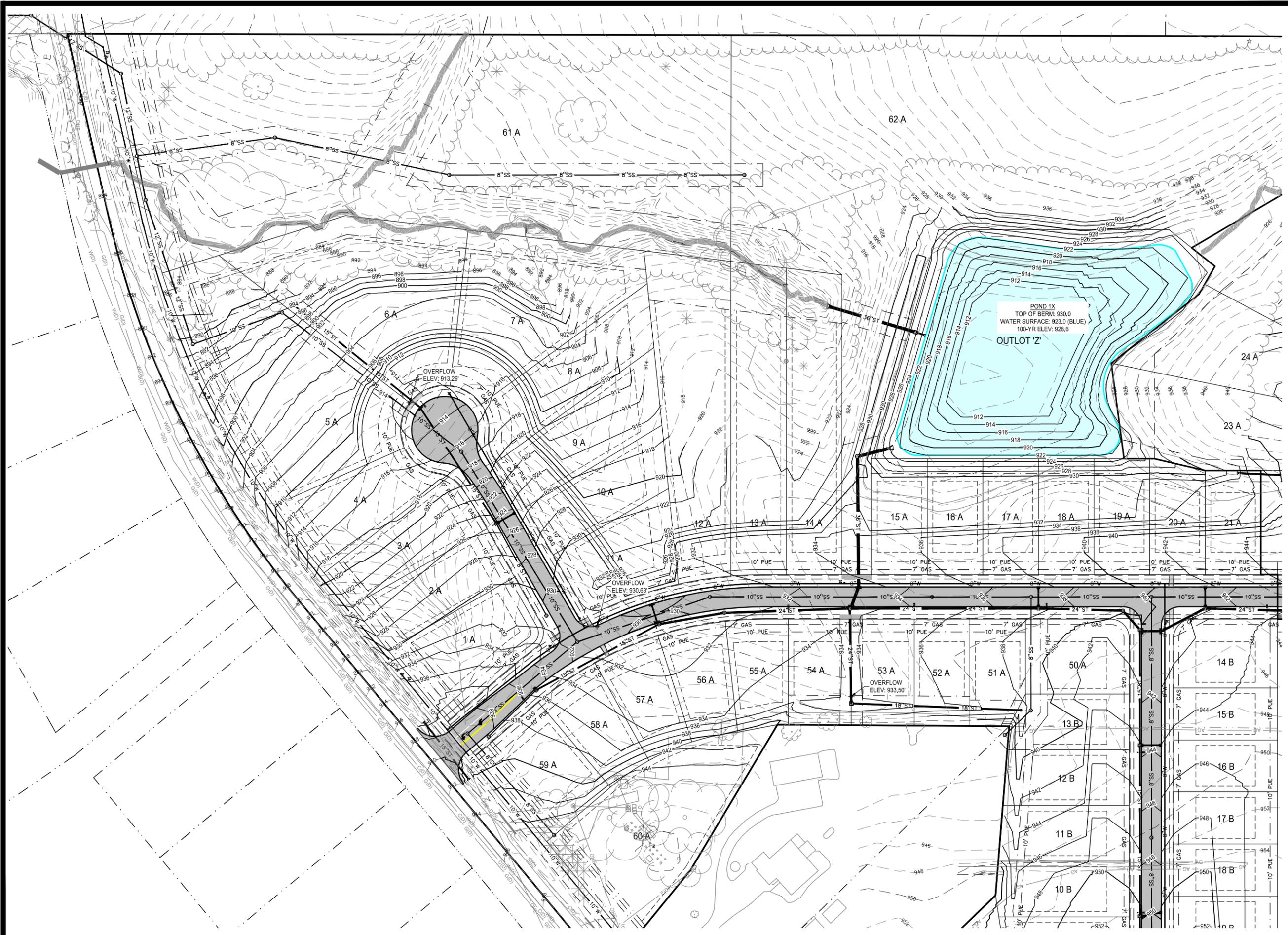
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J. BECKER

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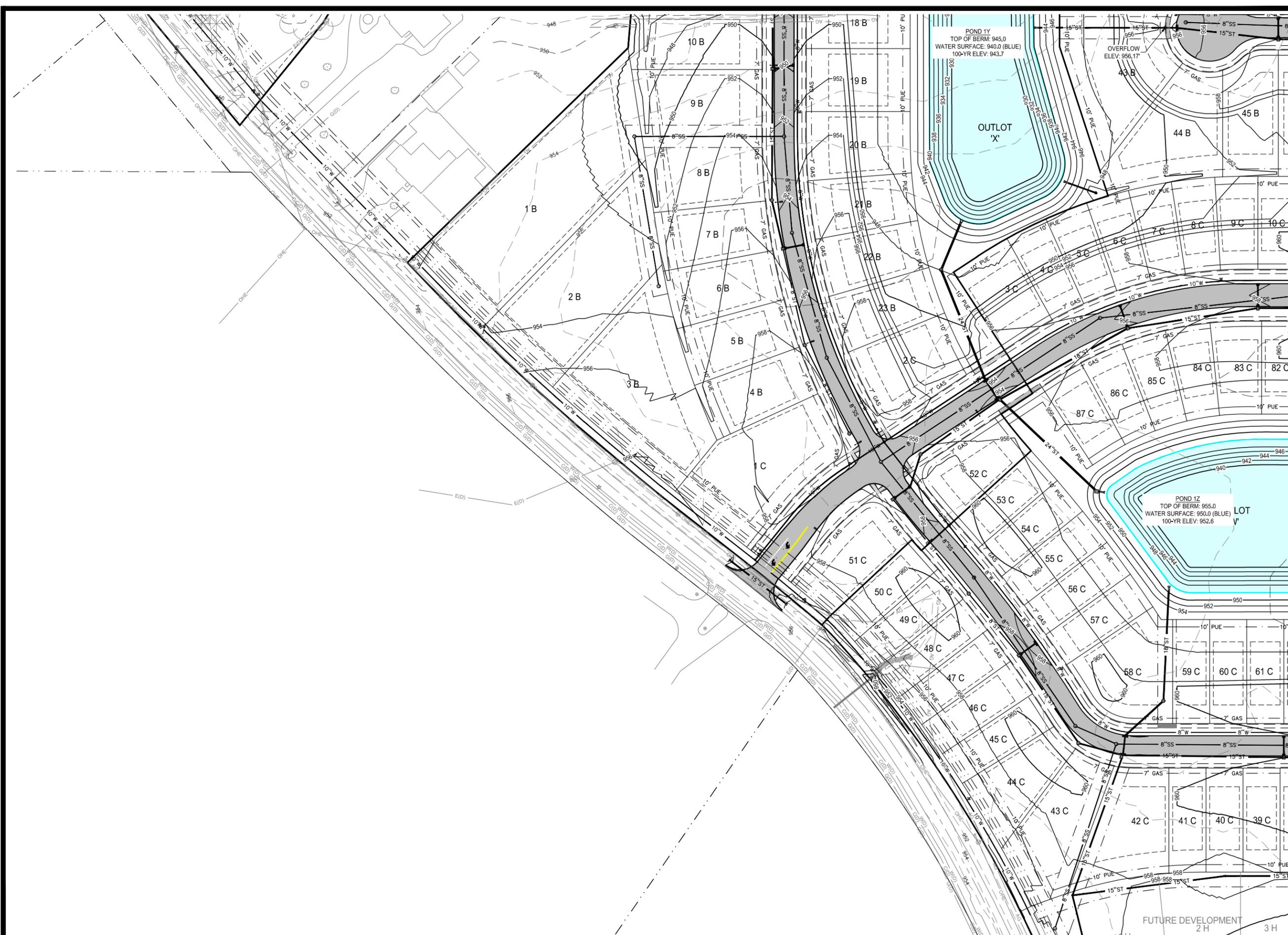
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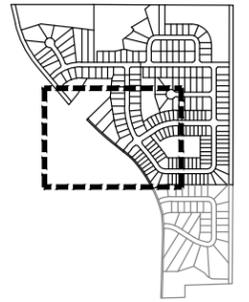


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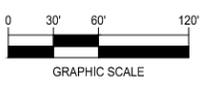
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**GRADING PLAN  
 SOUTHWEST**



**BERWICK ESTATES  
 MASTER PLAN &  
 PRELIMINARY PLAT**

ANKENY, IA  
 2023000306

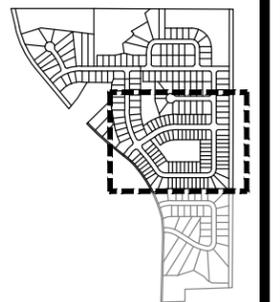
ISSUANCE DATE:  
 4/18/2024

ENGINEER J. BECKER	DRAWN BY J. BECKER
CHECKED BY J. BECKER	FIELD BOOK NO.
DRAWING NO. GR-03	SHEET NO. 10 / 12

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**GRADING PLAN  
SOUTHEAST**



**NORTH**



GRAPHIC SCALE

**BERWICK ESTATES  
MASTER PLAN &  
PRELIMINARY PLAT**

ANKENY, IA  
2023000306

ISSUANCE DATE:  
4/18/2024

ENGINEER  
**J. BECKER**

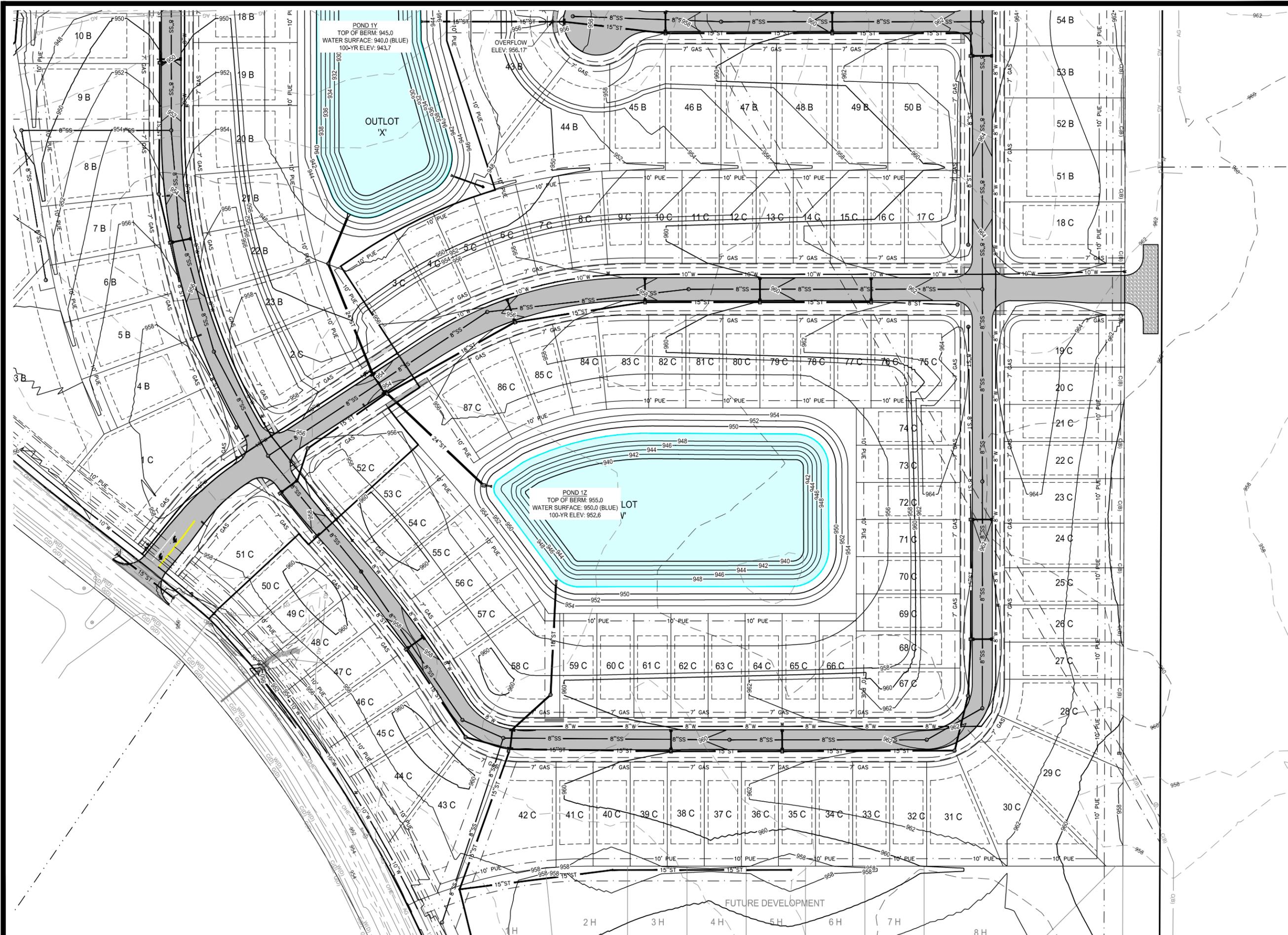
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**J. BECKER**

CHECKED BY  
**J. BECKER**

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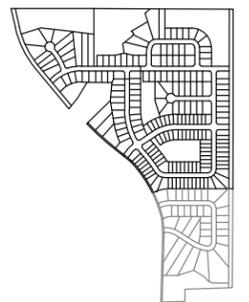
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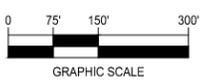
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**GRADING PLAN  
OVERALL**



**NORTH**



**BERWICK ESTATES  
MASTER PLAN &  
PRELIMINARY PLAT**

ANKENY, IA  
2023000306

ISSUANCE DATE:  
4/18/2024

ENGINEER  
**J. BECKER**

DRAWN BY  
**J. BECKER**

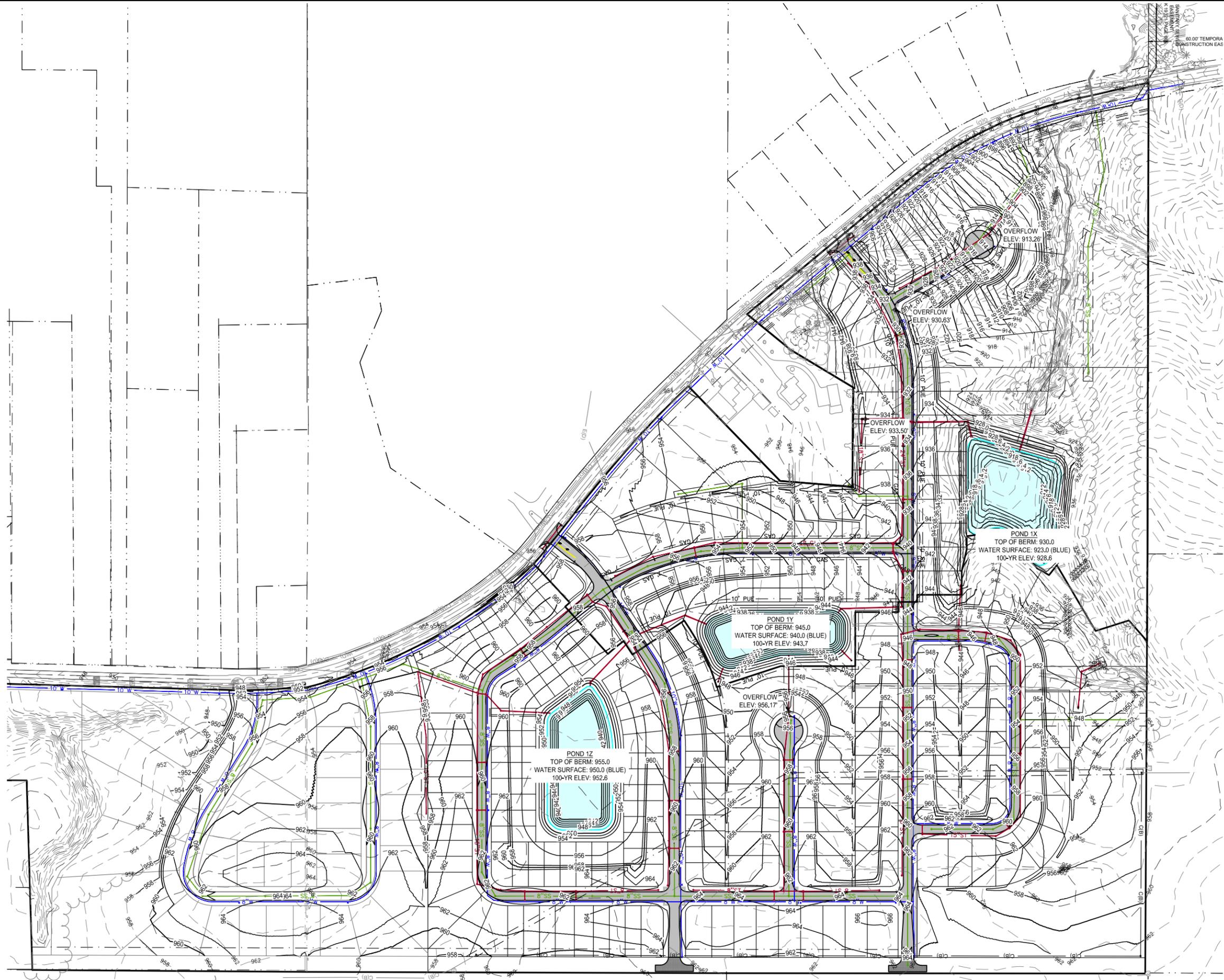
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DRAWING NO.  
**GR-05**

SHEET NO.  
**12 / 12**

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N



1 inch = 1,096 feet

Date: 3/5/2024

### Berwick Estates PUD Rezoning Aerial Map



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

Item Reviewed by Legal Counsel

---

SUBJECT:

Proposed Sawgrass Park Dam Improvements

Professional Services Agreement with Snyder & Associates, Inc.

---

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Snyder & Associates, Inc. for the conceptual design engineering services needed for the Sawgrass Park Dam Improvements project.

The purpose of the project is to improve the functionality, safety, and associated issues with Sawgrass Park Dam. The Sawgrass Park Dam was identified as deficient by the Iowa DNR in 2018 because the dam does not meet the Iowa DNR's current design criteria. Due to the dam's age, it likely did not need a permit when it was originally constructed. This project will improve the functionality of the upstream storm water detention basin by modifying the size of the outlet structure opening and providing a more efficient emergency overflow path. The downslope of the dam will likely be hard-armored to protect from slope

failure if overtopping occurs in the future. These improvements will allow the dam to be in compliance with current Iowa DNR standards for low hazard dams.

The conceptual design of the project needs to be undertaken at this time so that the project schedule can be maintained.

The Public Works Department proposes to use Snyder & Associates, Inc. to complete the necessary initial investigation and conceptual design engineering services for the project, including the following items:

- Survey services (control, topographic, utility, base mapping) for design,
- Hydrologic and hydraulic assessment of the dam,
- Develop an existing conditions model and evaluate performance of dam and ability to meet current IDNR safety standards,
- Develop alternatives for and model flow control to meet IDNR safety standards,
- Develop cost estimates for alternatives,
- Technical memo summarizing findings and recommendations of initial investigation,
- Coordination with IDNR,
- Wetland and stream delineation,
- Geotechnical borings, engineering analysis including slope stability, and report,
- Project management and coordination.

Snyder & Associates, Inc. has completed similar engineering services previously for the City of Ankeny, including the Wildflower Detention Basin Improvements project, and they have experience with these types of projects. The scope of the initial investigation and conceptual design engineering services, along with the corresponding fees for these services, are shown in the attached Professional Services Agreement. The total fee for the initial investigation and conceptual design engineering services is \$73,700.00.

Upon the successful completion of the initial investigation and conceptual design services, it is anticipated that the contract will be amended to include final design, bidding, and permitting services. After the project is bid and awarded to a contractor, the professional services agreement will be amended again to include construction observation and administration services.

It is recommended that the City Council approve the Professional Services Agreement with Snyder & Associates, Inc.

---

**FISCAL IMPACT: No**

This project is included in the City of Ankeny's Capital Improvement Program for design in 2024 and construction in 2025.

---

**CITY MANAGER'S RECOMMENDATIONS:**

Approve the Professional Services Agreement with Snyder & Associates, Inc. for the initial investigation and conceptual design engineering services on the Sawgrass Park Dam Improvements project in an amount not to exceed \$73,700.00 and authorize the Mayor to execute said agreement.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

**Action:** Consider motion to approve the Professional Services Agreement with Snyder & Associates, Inc. for the initial investigation and conceptual design engineering services on the Sawgrass Park Dam Improvements project in an amount not to exceed \$73,700.00 and authorize the Mayor to execute said agreement.

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
<a href="#">Professional Services Agreement</a>



# STANDARD PROFESSIONAL SERVICES AGREEMENT

(Long Form-modified)

**NOW ON THIS** 6th day of May, 2024, **Snyder & Associates, Inc.**, 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and **City of Ankeny, Iowa**

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Sawgrass Park Dam Improvements
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
  - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
  - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
  - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
  - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
  - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.
6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.
8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.
  - 8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.
  - 8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.
  - 8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.
  - 8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:
  - 9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.
  - 9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

- 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
  - 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.
  - 9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.
  - 9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
  - 9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.
10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.
- 10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.
  - 10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:

11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).

11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by

the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

13.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

13.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

13.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

13.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

14. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

15. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

16. **SUSPENSION OF SERVICES:** If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay

or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.
- 17.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.
- 17.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.
- 17.3. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
18. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.
- 18.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.
- 18.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:
- 18.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- 18.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- 18.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- 18.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

18.3. In the event of any termination that is not the fault of the Professional, the Client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including demobilization associated overhead costs and all other expenses directly resulting from the termination.

19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).

21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

- |                  |                               |                  |                                       |
|------------------|-------------------------------|------------------|---------------------------------------|
| <b>Exhibit A</b> | <b>Scope of Services</b>      | <b>Exhibit C</b> | <b>Standard Fee Schedule</b>          |
| <b>Exhibit B</b> | <b>Insurance Requirements</b> | <b>Exhibit D</b> | <b>Geotechnical Scope of Services</b> |

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

CITY OF ANKENY, IOWA (Client)

**SNYDER & ASSOCIATES, INC. (Professional)**

By: \_\_\_\_\_  
(Authorized agent)

By: \_\_\_\_\_  
(Authorized agent)

\_\_\_\_\_  
(Printed or typed signature)

**Mark A. Land, P.E., CFM**  
\_\_\_\_\_  
(Printed or typed signature)

Route executed copy to: Steve Klocke

Attest: \_\_\_\_\_  
Michelle Yuska, City Clerk

**EXHIBIT A****SAWGRASS PARK DAM IMPROVEMENTS  
ANKENY, IOWA**

**CLIENT:** CITY OF ANKENY  
1210 NW PRAIRIE RIDGE DRIVE  
ANKENY, IA 50023  
C/O BECKY FORD

**ENGINEER:** SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BLVD  
ANKENY, IOWA 50023

**PROJECT:** SAWGRASS PARK DAM IMPROVEMENTS

**DATE:** MAY 6, 2024

**SCOPE OF SERVICES:**

The proposed improvements to Sawgrass Park Dam are intended to address the functionality, safety, and associated issues with the Sawgrass Park Dam. The Sawgrass Park Dam was identified as deficient by the Iowa DNR in 2018 because the dam does not meet the Iowa DNR's current design criteria. Due to the dam's age, it likely did not need a permit when it was originally constructed.

The goals for this project are to improve the functionality of the upstream stormwater detention basin by modifying the size of the outlet structure opening and providing a more efficient emergency overflow path. The downslope of the dam will likely be hard-armored to protect from slope failure if overtopping occurs in the future. These improvements will allow the dam to comply with current Iowa DNR standards for low-hazard dams.

The design for this project will be completed in stages, beginning with the initial investigation and associated work outlined herein, to identify the improvements necessary to bring the dam into compliance. Additional phases, including permitting, plans and specifications, public information meetings, bidding assistance, bathymetric survey, structural design, and other items identified as additional services will be addressed through supplemental agreements as necessary.

**I. BASIC SERVICES****A. PROJECT ADMINISTRATION**

The PROFESSIONAL shall perform the following administrative services during the design of the PROJECT.

1. Progress reports as requested by the CLIENT.
2. Monthly billing reports.

3. Project coordination for engineering and coordination with the CLIENT, design professionals, and utility companies.
4. Project design review.

**B. TOPOGRAPHIC SURVEY**

PROFESSIONAL shall provide a detailed topographic survey of the Sawgrass Park Pond embankment, principal spillway, adjacent auxiliary spillway to the east, potential spillway area to the west, an area 200 feet upstream of the dam, and an area 400 feet downstream of the dam. Additional survey of area north of the dam includes the existing trail and key features between the trail and edge of the water. Survey of the area north of the dam will not include detailed ground shots and topography. Detailed survey service include:

1. Horizontal Datum will be provided using the Iowa State Plane South Coordinate System
2. Vertical Datum will be provided using the North American Vertical Datum of 1988 (NAVD88).
3. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1000 feet horizontal or 25 feet vertical.
4. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 50-foot grid will be used to create a topographic map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.
5. Contours shall be shown at 1-foot intervals.
6. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks and other visible features above grade will be shown. Below-grade non-visible structures or improvements will be shown from information as provided by the site owner and would be approximate. Below-grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
7. Rim elevations for existing utility structures will be provided, if accessible. The surveyor will use their experience and judgment in obtaining the inverts, pipe diameter, pipe material and condition of the structure obtained by using reasonable survey equipment and visual inspection of the structure. Due to the nature of underground utilities, the surveyor cannot guarantee accuracy when physical measurements cannot be obtained.
8. Should it be determined that more investigation of the utility is necessary, the Client shall contact PROFESSIONAL to authorize additional investigation of a specific utility. This may include but not limited to geophysical locating, opening manholes rims that have been paved over/locked down/unable to open, private utilities, entering a structure that is considered a confined space, etc. This service is not included in the base fee amount and will be considered extra services.
9. Location of trees 6 inches and greater not lying within wooded area will be noted as deciduous or coniferous.
10. The drip line or perimeter outline of wooded/brush areas will be shown.

C. IOWA DNR DAM COORDINATION

1. Initial Discussion with DNR to review new hazard class and DNR's expectations for proposed improvements.
2. Coordination with DNR on existing deficiencies (e.g., embankment slope), needed upgrades (considering the modeling), possible options for modifications to the existing auxiliary spillway, and possible armoring of the face of the embankment.
3. Review the trail crossing of the existing embankment and identify any Iowa DNR concerns.
4. Assumes two meetings with Iowa DNR.

D. WETLAND AND STREAM DELINEATION

1. The need for wetland and stream delineation will be determined after the initial investigation and decision on the proposed project scope and anticipated impacts.
2. Wetland and stream delineation work will not be initiated until authorized by the CLIENT.
3. The PROFESSIONAL will coordinate with the US Army Corps of Engineers to determine the need for a wetland and stream delineation based upon the proposed scope of work.
4. The PROFESSIONAL will provide Wetland and Stream Delineation for the above referenced project. The Delineation will be performed during the growing season to determine the upper boundaries of wetland and stream areas at the project site.
5. The PROFESSIONAL will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search.
6. On-site visits will be performed during the growing season to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The boundary of each wetland and stream located within the project limits will be surveyed.
7. Field work will be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and Regional Supplements.
8. The PROFESSIONAL will provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.
9. The CLIENT will coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation.

E. GEOTECHNICAL INVESTIGATION

Geotechnical services will be provided by a sub-consultant in accordance with the attached Standard Agreement for Professional Services from Allender Butzke Engineers, Inc. (Exhibit D).

F. INITIAL INVESTIGATION

1. On-site review of existing outlet pipe/structure and possible seepage at southeast embankment toe.
2. Complete a hydrologic and hydraulic assessment of the dam considering current rainfall and major upstream detention facilities currently in place.
  - a. Develop an existing conditions model using an approximation of the main features/outlets for upstream ponds.
  - b. Detailed modeling of Sawgrass Pond outlets.

- c. Minimal calibration (such as using 2018 flood event precipitation and approximate observed high-water elevations)
3. Evaluate the performance of the dam and the ability of the dam to meet current Iowa DNR safety standards for the following:
  - a. Current low-hazard classification
  - b. Significant hazard classification – identify whether the dam could reasonably achieve significant hazard class with minor modifications.
4. Examine alternative outlet structure configurations to:
  - a. Increase the pond's ability to provide stormwater detention (up to three outlet configurations)
  - b. Meet low-hazard dam criteria.
  - c. Meet significant-hazard dam criteria.
  - d. Model one outlet pipe modification (e.g. decreased diameter if slip-lined or re-lined)
5. Review potential changes to the auxiliary spillway(s) to meet low-hazard and significant-hazard dam criteria.
6. Review options & costs for armoring the existing embankment slope.
7. Evaluate the benefits and costs of dredging the pond to remove accumulated sediment.
8. Review potential funding options with Iowa Homeland Security & Emergency Management (HMGP and/or PDM).
9. Prepare a technical memo summarizing the findings and recommendations of the initial investigation.
10. Meet with City staff to review the results and recommendations of the technical memo.

## II. ADDITIONAL SERVICES

- A. The following items shall be considered additional services as may be requested by the Client. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed.
  1. Permitting
  2. Plans and Specifications
  3. Public Information Meeting
  4. Bid Assistance
  5. Bathymetric Survey
  6. Structural Design
  7. Construction observation and administration.
  8. Meetings above those listed in the scope of services.
  9. Breach analysis (if required by Iowa DNR)
  10. Geotechnical services for sampling and testing of existing sediment to be removed by dredging.
  11. Permitting beyond that described in the scope of services including: USACE Individual permit, alternatives analysis, or mitigation plans.
  12. As-built drawings
  13. Easement and/or legal documents
  14. CLIENT requested major revisions.
  15. Site lighting and electrical services
  16. Project funding applications or administration

### III. WORK SCHEDULE

The PROJECT, from authorization of this Agreement through the final design of the PROJECT, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL.

- A. The PROFESSIONAL shall not be responsible for delays in the schedule which are beyond the PROFESSIONAL's control.
- B. The project milestone schedule is as follows:

<u>Task</u>	<u>Completion Date</u>
Notice to Proceed	May 6, 2024
Topographic Survey	May 27, 2024
Iowa DNR Dam Coordination	June 24, 2024
Wetland and Stream Delineation	June 7, 2024
Geotechnical Investigation	June 14, 2024
Initial Investigation	June 24, 2024
<u>Additional Services (if authorized)</u>	
Notice to Proceed with Plans and Specs	July 8, 2024
Bathymetric Survey (if required)	July 19, 2024
Permitting (Submitted to regulatory agencies)	August 23, 2024
Plan and Contract Document Development	September 6, 2024
Structural Design (if required)	September 6, 2024
Public Information Meeting	September 20, 2024
Bid Assistance	Anticipated bid date: Fall 2024

**IV. COMPENSATION AND TERMS OF PAYMENT**

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

**A. BASIC PROFESSIONAL SERVICES**

<u>Task</u>	<u>Completion Date</u>
Project Administration.....	\$8,000
Topographic Survey.....	\$6,800
Iowa DNR Dam Coordination .....	\$3,800
Wetland and Stream Delineation .....	\$6,000
Geotechnical Investigation.....	\$8,100
Initial Investigation .....	\$41,000
 Total Basic Professional Services Fees.....	 \$73,700

Anytime the PROFESSIONAL anticipates that actual fees will exceed estimated fees, the PROFESSIONAL shall immediately notify the CLIENT, in writing, of the proposed increase and the reasons therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject same.

# Exhibit B

## City of Ankeny Insurance Requirements for Professional Services

1. Professional shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit B prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project # \_\_\_\_\_ or Lease of premises at \_\_\_\_\_ or construction of \_\_\_\_\_.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit B.
6. All required endorsements to various policies shall be attached to Certificate of Insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit B.
9. Whenever an ISO form is referenced the current edition of the form must be used.
10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.
11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

# Exhibit B

## City of Ankeny Insurance Requirements for Professional Services

### A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

- a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:  
The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY \$ 1,000,000 (Combined Single Limit)

### C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$500,000
Each Employee-Disease	\$500,000
Policy Limit-Disease	\$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Ankeny. Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY \$ 2,000,000

Umbrella liability coverage must be at least following form with the underlying policies included herein.

# Exhibit B

## City of Ankeny Insurance Requirements for Professional Services

**E) PROFESSIONAL LIABILITY** \$ 2,000,000

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. ~~The policy/coverages shall be amended to include the following:~~

~~Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."~~

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against the City of Ankeny.

**F) CONTRACTOR'S ENVIRONMENTAL LIABILITY** \$ 2,000,000

- Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

## Exhibit B

### City of Ankeny Insurance Requirements for Professional Services

#### Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.
5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

**EXHIBIT C**


# STANDARD FEE SCHEDULE

**PROFESSIONAL**

 Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist  
 Project Manager, Planner, Right-of-Way Agent, Graphic Designer

Principal II	\$252.00/hour
Principal I	\$237.00/hour
Senior	\$216.00/hour
VIII	\$198.00/hour
VII	\$187.00/hour
VI	\$178.00/hour
V	\$166.00/hour
IV	\$153.00/hour
III	\$141.00/hour
II	\$128.00/hour
I	\$115.00/hour

**TECHNICAL**

CAD, Survey, Construction Observation

Lead	\$150.00/hour
Senior	\$144.00/hour
VIII	\$134.00/hour
VII	\$124.00/hour
VI	\$111.00/hour
V	\$101.00/hour
IV	\$91.00/hour
III	\$82.00/hour
II	\$75.00/hour
I	\$66.00/hour

**ADMINISTRATIVE**

II	\$77.00/hour
I	\$63.00/hour

**REIMBURSABLES**

Mileage	Current IRS standard rate
Outside Services	As Invoiced



## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

**PROJECT NAME:** Sawgrass Pond Embankment **PN:** 241166  
**PROJECT ADDRESS:** SW Sawgrass Parkway and SW Sage Circle  
Ankeny, Iowa  
**CLIENT:** Snyder & Associates - Attn: Steve Klocke, P.E.  
**ADDRESS:** 2727 SW Snyder Boulevard  
Ankeny, Iowa 50023

**SCOPE:** Geotechnical Exploration - Mobilization with all-terrain drilling equipment, boring locations, utility locations (Iowa One Call), drill and sample 3 soil borings 20 to 30 feet deep (80 feet total) with sampling at 2.5-foot intervals in the upper 20 feet in the two dam borings and at 5-foot intervals thereafter, backfill borings with bentonite, laboratory testing (includes moisture contents, dry densities, unconfined compressive strength tests and 1 Standard Proctor test), engineering analysis which includes slope stability analysis, and written report.

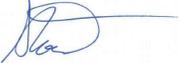
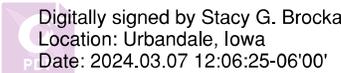
**COMPENSATION TERMS:** Total cost for the above scope of services will be \$8,100.00. Boring depths can be deepened at a rate of \$30.00 per lineal foot in 5-foot intervals. Consultation subsequent to completion of report will be invoiced at current engineering rates.

**REMARKS:** Field exploration could be scheduled to be conducted within two to three weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one to two weeks later with the written report. Private utility locates will be the responsibility of the owner and should be properly marked prior to the drill crew arriving at the site.

Services covered by the Agreement will be performed in accordance with the current Snyder & Associates and Allender Butzke Engineers Inc. RECIPROCAL MASTER AGREEMENT FOR SUBCONTRACTED PROFESSIONAL SERVICES and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

ACCEPTED FOR CLIENT

By:    
Stacy G. Brocka, P.E.

By: \_\_\_\_\_  
Printed Name

Title: Principal Engineer  
Date: March 7, 2024

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

**PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!**

Email – Above



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

Proposed NW Irvinedale Drive and NW 18th Street Intersection Improvements

Professional Services Agreement with HR Green Inc.

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EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with HR Green Inc. for the design engineering services needed for the NW Irvinedale Drive and NW 18th Street Intersection Improvements project.

NW Irvinedale Drive and NW 18th Street are arterial streets that serve a large portion of the traffic in the northwest part of the City. The intersection's current geometry creates bottlenecks due to the lack of left and right turn lanes. Additionally, there are locations along NW Irvinedale Drive with steep side slopes that are considered potential safety issues should a driver errantly leave the road

The scope of the project includes pavement reconstruction, storm sewer improvements, and traffic signal improvements at the intersection of NW Irvinedale Drive and NW 18th Street to provide dedicated left-turn lanes and right-turn lanes on all four legs of the intersection. The project also includes reconstruction of NW Irvinedale Drive and NW 18th Street to provide a transition between the improvements and the existing roadways. These improvements will improve the condition of the street, sidewalk, and storm sewer, and improve traffic flow through the intersection as recommended in the traffic study completed in February 2024.

The design of this project needs to be undertaken at this time so that the project schedule can be maintained.

The Public Works Department proposes to use HR Green Inc. to complete the necessary design engineering services for this project, including the following items:

- Project Management and Administration
- Utility Coordination
- Preliminary Design (roadway, storm sewer, staging and traffic control, traffic signal, sidewalks, and pedestrian ramps)
- Right-of-Way and Easements
- Project Information Meeting
- Geotechnical Engineering Services
- Final Design (roadway, storm sewer, staging and traffic control, traffic signal, sidewalks, and pedestrian ramps)
- Bid Phase Services

The scope of the design engineering services and corresponding fees are shown in the attached Professional Services Agreement. The total fee for the design engineering services is \$398,400.00.

It is anticipated that this project will be bid in January 2025 for construction in 2025. It is recommended that the City Council approve the Professional Services Agreement with HR Green Inc.

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**FISCAL IMPACT: No**

This project is included in the City of Ankeny's current Capital Improvement Program for design in 2024 and construction in 2025.

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**CITY MANAGER'S RECOMMENDATIONS:**

Approve the Professional Services Agreement with HR Green Inc. for design engineering services on the NW Irvinedale Drive and NW 18th Street Intersection Improvements project in an amount not to exceed \$398,400.00 and authorize 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 motion to approve the Professional Services Agreement with HR Green Inc. for design engineering&nbsp;services on the NW Irvinedale Drive and NW 18th Street Intersection Improvements project in an amount not to exceed \$398,400.00 and authorize 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>



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**NW Irvinedale Drive and NW 18<sup>th</sup> Street  
Intersection Improvements**

City of Ankeny  
Public Works Department  
1210 NW Prairie Ridge Drive  
Ankeny, IA, 50023  
515-963-3520

Ryan K. Simbro, P.E., Project Manager  
HR Green, Inc.  
5525 Merle Hay Road  
Suite 200  
Johnston, IA, 50131  
515-657-5268

May 6, 2024

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2.0	SCOPE OF SERVICES
3.0	SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT
4.0	ITEMS NOT INCLUDED IN THIS AGREEMENT
5.0	SERVICES BY OTHERS
6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8.0	TERMS AND CONDITIONS
EXHIBIT A	CITY OF ANKENY INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES
EXHIBIT B	HR GREEN BILLING RATE SCHEDULE (EFFECTIVE JANUARY 1, 2024)
EXHIBIT C	PREFERRED ALTERNATIVE CONCEPT DESIGN SCROLL PLOT
EXHIBIT D	PROJECT SURVEY LIMITS



THIS **AGREEMENT** is between the City of Ankeny (hereafter “CLIENT”) and HR GREEN, INC. (hereafter “COMPANY”).

## **1.0 PROJECT UNDERSTANDING**

### **1.1 General Understanding**

THIS AGREEMENT includes the preliminary and final design of the improvements to the NW Irvinedale Drive and NW 18<sup>th</sup> Street intersection in the City of Ankeny, described generally as follows:

- Reconstruction of the intersection of NW Irvinedale Drive and NW 18<sup>th</sup> Street, in order to provide dedicated left-turn lanes and right-turn lanes on all four legs of the intersection.
- Reconstruction of adjacent mainline (NW 18<sup>th</sup> Street) and side road (NW Irvinedale Drive) only to the extents necessary to complete transitions between the improvements and existing roadways in compliance with project design criteria.
- Reconstruction of business entrances along mainline (NW 18<sup>th</sup> Street) and side road (NW Irvinedale Drive) only within project limits.
- Reconstruction of an existing modular block retaining wall and reshaping along the south side of NW 18<sup>th</sup> Street in the SW quadrant of the intersection, if necessary.
- Removal of the existing traffic signal system and the installation of a new traffic signal system and associated street lighting at the intersection of NW Irvinedale Drive and NW 18<sup>th</sup> Street .
- Construction of sidewalks and ADA / PROWAG-compliant pedestrian ramps at the intersection and four (4) commercial accesses.
- Storm sewer improvements on both NW Irvinedale Drive and NW 18<sup>th</sup> Street corridors.
- Related utility adjustments, surface restoration, pavement marking and signage, and other minor appurtenances associated with the aforementioned improvements and necessary to produce a finished project.

### **1.2 Project Criteria and Assumptions**

- The project will be let by means of a local letting, and the latest edition of the Statewide Urban Design and Specifications (SUDAS) and the current edition of the City of Ankeny Supplemental Specifications will be applicable to the design.
- The Public Rights-of-Way Accessibility Guidelines (PROWAG) will govern pedestrian facilities design. City preference is for minimum sidewalk width of 5 feet and maximum sidewalk width of 8 feet. However, these criteria will be evaluated in light of PROWAG requirements during design.
- City of Ankeny Guidelines for Street Lighting Design (latest edition) will govern street lighting design.
- The Scope of Services below assumes a modular block retaining wall will be suitable for the earth retaining structure described above.
- CAD production will be performed using Bentley OpenRoads Designer (ORD) software.
- The project limits will remain closed to through traffic during construction and access to properties must be maintained at all times.



## 2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services:

- Phase 1.0 – Project Management and Administration
- Phase 2.0 – Utility Coordination
- Phase 3.0 – Preliminary Design (*60% complete*)
- Phase 4.0 – Right-of-Way and Easements
- Phase 5.0 – Project Information Meeting
- Phase 6.0 – Geotechnical Engineering Services
- Phase 7.0 – Final Design
- Phase 8.0 – Pre-Letting Support

Each of these Phases of professional services is described in the following pages.

### 2.1 Phase 1.0 – Project Management and Administration

COMPANY will perform the following project management and administration services to deliver the project.

#### 2.1.1 Administration and Controls

Prepare a Project Management Plan which includes communication protocols, schedule, work plan and a Quality Control Plan. COMPANY will monitor project progress in conformance with the Project Management Plan and design Quality Control reviews are completed in accordance with the Quality Control Plan.

#### 2.1.2 Progress Reporting and Invoicing

Prepare twelve (12) monthly invoices (based on May 2024 through April 2025) and progress reports which describe services complete for the period, budget status, and any outstanding items critical to project delivery.

Deliverables for 2.1.2

- *Monthly progress reports and invoices in PDF format*

#### 2.1.3 Communications and Meetings

Participate in recurring phone and email correspondence with CLIENT for the duration of 9 months based on May 2024 through January 2025.

Conduct one (1) internal project kick-off meeting and recurring internal coordination meetings with core team members to discuss project progress, schedule, and budget.

This task includes four (4) formal project status meetings with CLIENT, estimated to occur on a bi-monthly basis throughout the 9-month project duration, based on May 2024 through January 2025. Meetings will involve two (2) representatives of COMPANY, to be held at CLIENT's location or hosted by COMPANY online. COMPANY will prepare an agenda and distribute minutes for each meeting.

Deliverables for 2.1.3

- *Meeting agendas and minutes in PDF format*



## 2.2 Phase 2.0 – Utility Coordination

### 2.2.1 Utility Identification

COMPANY will coordinate with Iowa One Call to identify utilities within the project footprint which require notification. COMPANY will contact public and private utility owners of record to request current maps of facilities within the project area to verify if any changes have occurred since the initial request. COMPANY will review utility maps provided by facility owners for consistency with previous field locates. Information obtained will supplement and be combined with utility information collected during the initial survey. COMPANY will provide utility entities with a “Functional Design Exhibit” early in the project, in April 2024 if possible.

#### Supplemental Utility Survey

COMPANY will request and collect utility locates for utilities recently installed or missing locates since the initial survey was performed. Utility locate tickets shall be made and coordinated with Iowa One Call.

Deliverables for 2.2.1

- *Functional Design Exhibit*
- *Utility Coordination Log in Excel format*

### 2.2.2 Conflict Identification

COMPANY will identify potential utility conflicts based on the surface locates provided by Iowa One Call service providers, utility survey of surface visible utility features, mapping and record drawings provided by utility owners, and the preliminary design developed for the projects. COMPANY will provide copies of Preliminary and Final Plans and will coordinate with utility companies to advise the utility companies of the nature and extent of the proposed improvements and potential conflicts.

Deliverables for 2.2.2

- *Plan submittals to utility entities in PDF format*

### 2.2.3 Meetings

COMPANY will conduct the following coordination meetings with facility owners. COMPANY will prepare agendas and document discussions and decisions in meeting minutes and distribute minutes to participants.

- Two (2) joint utility coordination meetings will be conducted at the conclusion of **Phase 3.0 – Preliminary Design**. One meeting will occur in the morning of one day and the other in the afternoon of a different day so private utility entities have options for attendance.
- Four (4) “focused-coordination” meetings are anticipated with the following private utility entities to discuss potential impacts to their facilities:
  - MidAmerican Energy – gas and electric
  - Lumen – fiber
  - Mediacom – fiber
  - UPN – fiber

Deliverables for 2.2.3

- *Meeting agendas and minutes in PDF format*

#### **2.2.4 Relocation Plan Review**

COMPANY will file private utility relocation plans, review relocation plans, and coordinate CLIENT relocation plan review. CLIENT will coordinate private utility relocation permitting.

### **2.3 Phase 3.0 – Preliminary Design (60% complete)**

COMPANY will perform preliminary design services, including the preparation of Preliminary Plans depicting the proposed improvements in a single set of plans. The work tasks to be performed by COMPANY as part of this Phase are described below.

#### **2.3.1 Preliminary Roadway**

##### Preliminary Design Supplemental Survey

COMPANY shall perform any additional topographic survey for newly constructed areas completed after the original survey was performed, such as the reconstructed sidewalk in the northwest quadrant of the intersection.

##### Roadway Typical Sections and Details

Typical sections and typical details will be prepared to represent the appropriate width and longitudinal jointing layout of NW Irvinedale Drive and NW 18<sup>th</sup> Street based on Exhibit C. The typical section elements that will be reviewed include lane widths, curb and gutter sections, parking area width and slope, sidewalk width and location, utility locations, right-of-way width(s), and clear zone. CLIENT will inform COMPANY where 8-ft. and 5-ft. sidewalk sections are desired. It is assumed no more than three (3) typical section alternatives will be evaluated. Develop preliminary typical cross sections for both roadways based on the design criteria, pavement section(s), and typical section review.

##### Roadway Plan and Profile

Establish preliminary existing horizontal alignments and vertical profiles for both roadways based on the topographic survey and available as-built information. CLIENT will provide related plan sets to COMPANY. The existing alignments and profiles will be used to design alignments and profiles in areas of proposed reconstruction. Horizontal alignment, vertical profile, and other information pertinent to roadway grading and paving, such as ditch grades, will be depicted on the D Sheets (NW 18<sup>th</sup> Street) and E Sheets (NW Irvinedale Drive).

##### Roadway Modeling and Cross Sections

Integrate preliminary horizontal and vertical designs, typical cross sections, and existing sections to prepare preliminary cross sections and determine slope intercepts as needed for guidance during design, review, and quantity estimating. Cross sections will be created at 25-foot intervals and at geometric break points, transition points (e.g. begin/end lane taper), and entrance centerlines using Bentley OpenRoads Designer (ORD) software. Revise cross sections to accommodate grading/side drainage design, erosion control features, and potential guardrail location.

#### **2.3.2 Preliminary Intersection**

COMPANY will design the intersection of NW Irvinedale Drive and NW 18<sup>th</sup> Street based on the preferred alternative selected during Conceptual Design as shown in Exhibit C. COMPANY will develop the geometric layout for the intersection. Intersection geometric (horizontal and vertical) roadway and pedestrian facility designs will consider right-of-way restrictions/impacts, drainage design, left turn lane and right turn lane capacity needs, pedestrian facilities, existing and proposed utility locations, and other constraints (e.g. private property infrastructure). Intersection returns will be evaluated to accommodate a WB-67 design vehicle.

Deliverables for 2.3.2

- *Vehicle turning movements exhibit in PDF format*

### **2.3.3 Preliminary Private Entrances**

COMPANY will design two (2) NW 18<sup>th</sup> Street private entrance locations and two (2) NW Irvinedale Drive private entrance locations. Horizontal alignment and vertical profile will be depicted on a NW 18<sup>th</sup> Street preliminary plan and profile D Sheet and NW Irvinedale Drive preliminary plan and profile E Sheet, as applicable.

### **2.3.4 Preliminary Drainage**

A preliminary storm sewer and drainage design will be developed, in general accordance with SUDAS Stormwater Management Criteria, Standard Specifications, and the current edition of the City of Ankeny Supplemental Specifications. Storm sewer structure types, pipe sizes and lengths, culvert sizes and lengths, revetment sizing and quantities along with specific erosion control measures will be specified. Green Infrastructure BMPs are not included in this Scope of Services.

### **2.3.5 Preliminary Construction Staging and Traffic Control**

Develop a preliminary construction staging plan and preliminary traffic control notes. Maintenance of vehicular traffic to critical points (e.g. property in NW quadrant) will be developed and analyzed, including detours based on the project limits remaining closed to through traffic during construction and access to properties being maintained at all times. Pedestrian detours will also be considered and developed.

### **2.3.6 Preliminary Traffic Signal**

The design will involve the replacement of the existing traffic signal system including cabinet, poles, handholes and associated conduit/wiring. New pedestrian related equipment including push buttons and pedestrian signal heads is anticipated. It is anticipated that the existing vehicle detection system at the intersection will be salvaged and a new vehicle detection system will be installed.

It is understood that CLIENT will provide traffic signal timing adjustments as necessary to the awarded Contractor as part of the traffic signal turn-on process. Development of traffic signal phasing/timing tables are not anticipated and are not included within this Scope of Services.

The traffic signal system design for the intersection of NW Irvinedale Drive and NW 18<sup>th</sup> Street will be based on the following assumptions:

- New traffic signal cabinet / controller (low voltage ATC) (location to be determined as part of design process).
- Power service connection to be developed and coordinated with electric service provider (power service location to be determined as part of design process).
- APS Pedestrian push buttons and pedestrian signal heads will be included on traffic signal poles in each of the quadrants.
- New stand-alone pedestrian push button and/or pedestrian signal poles is anticipated.
- Traffic signal poles will be combination traffic signal / lighting galvanized steel poles.
- New stock equipment will be used for proposed equipment.
- Design/or modification of fiber optic cables or other means of traffic signal system interconnect is anticipated.

- Interconnect design will consist of design of conduit/handhole routing along NW Irvinedale Drive and NW 18<sup>th</sup> Street.
- Design will include the installation of fiber optic cables, tracer wire, and pull rope within dedicated 2 inch conduit pathway as necessary to tie-into the existing fiber optic cable.
- Interconnect design will be at the outside plant fiber optic cable level.
- Splicing and fiber optic termination documents will be needed and will be provided by CLIENT to the Contractor, understood as part of the pre-construction conference.
- The use of video vehicle detection is anticipated.
- Pan/tilt/zoom traffic monitoring camera is anticipated.
- The installation of Opticom emergency vehicle preemption (EVP) equipment is anticipated.
- Combination traffic signal/light poles will be used – including both traffic signal head mast arm and luminaire mast arm – Pole style/finish consistent with proposed aesthetics of corridor. Photometric analysis of the two intersecting corridors in the vicinity of the intersection will be necessary and this work is covered in this Scope of Services.
- The signal design will also include supplemental traffic signs to be installed as part of the traffic signal system. This includes but is not limited to street name signs, turn arrow plaques, and pedestrian signs.
- Traffic counts and/or traffic capacity analysis from COMPANY will not be required and is not included in this Scope of Services.
- Design of temporary traffic signal system is not anticipated and not included within this Scope of Services.

#### Site Visits

Two (2) site visits will be conducted specifically to support traffic signal design. These site visits will involve two (2) representatives of COMPANY.

#### Traffic Signal Plans

COMPANY will prepare traffic signal plans for the intersection of NW Irvinedale Drive and NW 18<sup>th</sup> Street. The preliminary permanent traffic signal plans are anticipated to include:

- General notes and legend sheet (1 sheet)
- Abbreviations/Special Equipment to be Used/Bill of Materials Sheet (1 sheet)
- Removal/Modification of existing system plan sheet (1 sheet)
- Traffic signal layout plan sheet (1 sheet)
- Vehicle detection layout/summary sheet (1 sheet)
- Conduit and wiring layout sheet (1 sheet)
- Tabulations sheet (1 sheet)
- Fiber optic layout sheet (1 sheet)
- Typical details sheets (2 sheets)

The traffic signal layouts will include location of proposed traffic signal and pedestrian poles, power source, vehicle and pedestrian signal heads, pedestrian push buttons, controller cabinet, conduit, and handholes. Layouts should be to an accuracy level that is favorable for CLIENT to order poles after completion of preliminary design (60% plans completion).

The traffic signal wiring diagram callouts/annotations, fiber optic cable details/notes, traffic signal tabulations, and Public Interest Finding (PIF) memorandum will be completed as part of **Phase 7.0 – Final Design**.

### **2.3.7 Preliminary Retaining Wall**

Develop a preliminary retaining wall layout per recommendations provided by the geotechnical sub-consultant. Type of wall is assumed to be modular block.

### **2.3.8 Preliminary Plans**

COMPANY will prepare Preliminary Plans (60%) for CLIENT review and comment. COMPANY will address one (1) round of CLIENT comments. The following sheets will be included in the Preliminary Plans submittal.

- Title Sheet and Location Map Sheet (A Sheets)
- Preliminary Typical Cross Sections (B Sheets)
- Preliminary Quantities (C Sheets)
- Preliminary Plan and Profile for NW 18<sup>th</sup> Street (D Sheets)
- Preliminary Plan and Profile for NW Irvinedale Drive (E Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Preliminary Right-of-Way and Easements Layout (H/HE Sheets)
- Preliminary Construction Staging Overview and Detour Maps (J Sheets)
- Preliminary Storm Sewer Plan (M Sheets)
- Preliminary Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Preliminary Permanent Pavement Markings (PM Sheets)
- Preliminary Sidewalk and Pedestrian Ramp Plan (S Sheets)
- Existing Utility Mapping (U Sheets) *for information only*
- Preliminary Retaining Wall (U Sheets)
- Preliminary Cross Sections for NW 18<sup>th</sup> Street (W Sheets)
- Preliminary Cross Sections for NW Irvinedale Drive (X Sheets)

Deliverables for 2.3.8

- *Preliminary plans in PDF format*

### **2.3.9 Preliminary Bid Items and OPCC**

Determine preliminary quantities and SUDAS bid items to prepare a preliminary Opinion of Probable Construction Cost (OPCC) for the project, including 15% contingency. The OPCC will be based on preliminary estimated quantities for major construction items and recent City of Ankeny bid tabs.

Deliverables for 2.3.9

- *Preliminary design OPCC in Excel and PDF formats*

### **2.3.10 Preliminary Field Review**

Review of Preliminary Plans at the project site with CLIENT to discuss key issues and design elements, including pavement reconstruction limits, drainage design, utility installations, pedestrian facility, and traffic signal improvements. The review will be held to identify necessary adjustments and items to be carried into **Phase 7.0 – Final Design**. It is assumed two (2) representatives of COMPANY will participate in the field review with CLIENT.

### **2.3.11 Preliminary Design Quality Control Reviews**

Perform technical reviews in accordance with the project Quality Control Plan. Quality Control Reviews will be performed prior to the Preliminary Plans milestone submittal by the Project Manager and experienced professional engineers to check for accuracy of engineering design,

constructability of the project, and completeness of plans. This task includes time for COMPANY to coordinate comment resolution with CLIENT based on one (1) round of CLIENT review comments received following submittal of Preliminary Plans.

## **2.4 Phase 4.0 – Right-of-Way and Easements**

COMPANY will determine permanent right-of-way and permanent and temporary easement requirements for the project. COMPANY will prepare right-of-way plats and easement exhibits following CLIENT review of Preliminary H/HE Sheets.

### **2.4.1 Right-of-Way Layout**

COMPANY will determine the proposed right-of-way and permanent and temporary easements necessary to construct, operate, and maintain existing and proposed CLIENT infrastructure. The preliminary right-of-way layout and easement limits will be displayed on Preliminary H Sheets and submitted to CLIENT as part of the Preliminary Plans submittal. Final H Sheets will be prepared following CLIENT review of Preliminary H Sheets and will depict final right-of-way and easement lines and will also be included in the Check Plans and Final Plans for information only. COMPANY anticipates proposed right-of-way and easement determination on five (5) properties.

### **2.4.2 Right-of-Way Survey and Mapping**

COMPANY will perform right-of-way survey and mapping for the project. The extent of the right-of-way survey and mapping will be as necessary to establish existing right-of-way and easements and will be performed under the supervision of COMPANY'S Professional Land Surveyor licensed in the State of Iowa.

#### Right-of-Way Survey

Utilizing project control previously established by the COMPANY, right-of-way survey services provided are generally described below:

- Research City and County records including right-of-way strip maps, subdivision plats, section corner ties and surveys and locate existing boundary corner monuments based on title certificates provided by CLIENT.
- Determine parcel owners, based on Polk County records and provided title certificates, affected by the project and establish parcel lines, right-of-way lines, section lines, and easements.
- Preliminary stake proposed right-of-way and easement acquisitions with lath.
- Right-of-way survey services shall extend to the limits shown in Exhibit D.

#### Right-of-Way Mapping

Right-of-Way Survey will be mapped to establish existing right-of-way and easements, based on provided title certificates and county records, under the supervision of COMPANY'S Professional Land Surveyor licensed in the State of Iowa.

- Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.
- Prepare necessary section corner certificates.

- Prepare CAD files in Bentley OpenRoads Designer (ORD) with parcel lines, right-of-way lines, section lines, and easements as shown on existing plats and other documents of record along with the land corner monuments and parcel pins located in the field.

### **2.4.3 Platting and Exhibits**

COMPANY will prepare proposed temporary construction easement exhibits and right-of-way and permanent easement plats and associated legal descriptions for use in acquiring property necessary to construct, operate, and maintain existing and proposed CLIENT infrastructure. The Scope of Services as part of THIS AGREEMENT includes:

- Up to five (5) Right-of-Way Plats and Legal Descriptions for the following properties:
  - 3004 NW 18<sup>th</sup> Street
  - 1606 NW Irvinedale Drive
  - 1626 NW North Creek Drive
  - 2910 NW 17<sup>th</sup> Court
  - 1803 NW Cedarwood Lane
- Up to six (6) Temporary Easement Exhibits for the following properties:
  - 3004 NW 18<sup>th</sup> Street
  - 1606 NW Irvinedale Drive
  - 1626 NW North Creek Drive
  - 2910 NW 17<sup>th</sup> Court
  - 1803 NW Cedarwood Lane
  - Village at Trestle Crossing, Lot 45

Acquisition plats and legal descriptions shall comply with the requirements of the Iowa Code and will be certified by COMPANY'S Professional Land Surveyor preparing the documents.

Deliverables for 2.4.3

- *Right-of-Way and Permanent Easement Plats and Legal Descriptions*
  - *ROW and PE Plats 8.5" x 14"*
- *Temporary Easement Exhibits*
  - *TE Exhibits 8.5" x 11"*

### **2.4.4 Right-of-Way Quality Control Reviews**

Quality Control Reviews will be performed to verify existing and proposed right-of-way and easement lines; correctness of property owner information and legal descriptions; and accuracy and completeness of H Sheets, plats, and exhibits.

## **2.5 Phase 5.0 – Project Information Meeting**

Includes one (1) Project Information Meeting (PIM) involving two (2) representatives of COMPANY following submittal of Preliminary Plans. COMPANY will provide two (2) plotted exhibits for the PIM.

CLIENT will determine affected residents and businesses requiring notification by mailed letter, prepare, and mail meeting notification letters to affected property owners, and organize meeting location. COMPANY will document discussions and comments received by affected property owners at the PIM to consider in development of final design.

Refinement of PIM scroll plot exhibits following the meeting is not included in this Scope of Services. Individual property owner coordination is not included in this Scope of Services. Presentations or preparation of handouts are not included in this Scope of Services.

Deliverables for 2.5

- *Project Information Meeting Scroll Plot Exhibits in PDF format*

## 2.6 Phase 6.0 – Geotechnical Engineering Services

COMPANY will partner with a subconsultant, Terracon Consultants, Inc. (hereafter "TERRACON"), to provide subsurface exploration as described in Scope Section 5.0.

COMPANY effort for this task includes time for administrative and technical coordination and action.

Deliverables for 2.6

- *Geotechnical Engineering Letter in PDF format*

## 2.7 Phase 7.0 – Final Design (100% complete)

Upon CLIENT's acceptance of the Preliminary Plans comment resolution, COMPANY shall subsequently proceed with **Phase 7.0 – Final Design**. The services to be performed by COMPANY as part of this Phase are described below.

### 2.7.1 Final Roadway

Final roadway design will be developed based on the design developed during **Phase 3.0 – Preliminary Design**. Design will be in accordance with SUDAS Standard Specifications and the current edition of the City of Ankeny's Supplemental Specifications to SUDAS. The final roadway design will include the primary components:

#### Roadway Typical Sections and Details

Refine proposed typical sections (B Sheets) from the Preliminary Plans to reflect roadway widths, turn lane limits, sidewalk construction limits, roadside design, and final ditch designs. Typical details will also be finalized and included in the B Sheets.

#### Roadway Plan and Profile

Horizontal alignment, vertical profile, and other information pertinent to roadway grading and paving will be finalized and depicted on the D Sheets (NW 18<sup>th</sup> Street @ 40 scale) and E Sheets (NW Irvinedale Drive @ 40 scale).

#### Roadway Geometrics and Jointing

COMPANY will prepare a final geometric and jointing plan for the complete project due to the frequent changes in typical sections. Roadway cross slopes, taper transition points, limits of curbs, shoulder transitions, and jointing will be depicted on L Sheets.

#### Roadway Modeling and Cross Sections

COMPANY will integrate final horizontal alignments and refined profiles, CLIENT approved typical cross sections, and existing terrain to prepare the final roadway models and cross sections for inclusion in the plans.

Cross sections will be finalized for NW 18<sup>th</sup> Street (W Sheets) and NW Irvinedale Drive (X Sheets) at 25-foot intervals and at geometric break points, transition points, and entrance centerlines using Bentley OpenRoads Designer (ORD) software. COMPANY will incorporate intersection geometrics into a detailed intersection model to validate intersection construction limits, crossing slopes, and longitudinal slopes. Earthwork computations will be performed using the final cross sections and provided in a Tabulation of Earthwork (T Sheets).

### **2.7.2 Final Intersections**

COMPANY will prepare final intersection and sidewalk layouts for the project. Plans will include intersection specific layouts, including geometrics, staking, and jointing, and Sidewalk Compliance Tabulations.

#### Geometrics, Staking, and Jointing

Determine final pavement elevations, curb return profiles, and jointing details at the NW Irvinedale Drive and NW 18<sup>th</sup> Street intersection. Intersection geometrics, staking, and jointing will be shown on L Sheets.

#### Sidewalks and Pedestrian Curb Ramps

Finalize the design for the sidewalk and pedestrian curb ramps developed during **Phase 3.0 – Preliminary Design**. Verify compliance with the current “Public Right-of-Way Accessibility Guidelines” (PROWAG) and SUDAS design standards. Determine the final geometrics, running slopes, cross slopes, landing areas, level operating spaces, and elevations for sidewalk and pedestrian curb ramps along with coordinating the locations and elevations of pedestrian push buttons. Intersection sidewalk and curb ramp calculations will be shown on the Sidewalk Compliance Tabulations (S Sheets).

### **2.7.3 Final Private Entrances**

COMPANY will finalize the design of two (2) NW 18<sup>th</sup> Street private entrance locations and two (2) NW Irvinedale Drive private entrance locations. Horizontal alignment and vertical profile will be depicted on a NW 18<sup>th</sup> Street plan and profile D Sheet or NW Irvinedale Drive plan and profile E Sheet.

### **2.7.4 Final Drainage**

COMPANY will finalize storm sewers, culvert layouts, and drainage designs during the final design phase based on comment resolution of Preliminary Plans. Finalize type, size, and location of storm sewers. Also, verify critical form grade and flowline elevations of existing and proposed storm sewer structures and pipes.

### **2.7.5 Final Construction Staging and Traffic Control**

Refine the construction staging, maintenance of access plans and traffic control plan developed during **Phase 3.0 – Preliminary Design**. The final plan will include provisions for managing access to affected properties during construction. Maintenance of vehicular traffic will be finalized, including detours. Pedestrian detours will also be finalized. This task includes layout of temporary traffic control devices in accordance with CLIENT standards and FHWA MUTCD.

This task also includes layout of permanent pavement markings and small sign assemblies in the PM Sheets in accordance with CLIENT standards and the FHWA MUTCD.

### **2.7.6 Final Traffic Signal**

This task includes the preparation of final traffic signal plans for the intersection of NW Irvinedale Drive and NW 18<sup>th</sup> Street. COMPANY will refine the traffic signal design plans developed during **Phase 3.0 – Preliminary Design**. Determine final traffic signal locations, wiring, and pedestrian accommodations and develop vehicle detection sheets. Tie-in to existing traffic signal interconnection infrastructure along both the NW Irvinedale Drive and NW 18<sup>th</sup> Street corridors will be required as part of the project.

The design of a temporary traffic signal system is not anticipated and not included in this Scope of Services. A Public Interest Finding (PIF) memo is not anticipated as part of the Scope of Services due to local funding being utilized for the project.

COMPANY will coordinate with the local utility company on power supply to the traffic signal systems. COMPANY anticipates utilizing the existing power service location for the intersection. Location of the power source will be confirmed with MidAmerican Energy and identified accordingly on the plans.

It is understood that CLIENT will provide traffic signal timing values as necessary to the Contractor as part of the traffic signal turn-on process; thus the development of traffic signal timing tables are not anticipated and not included within this Scope of Services.

### **2.7.7 Final Lighting**

Develop a street lighting layout based on MidAmerican Energy's standard street lighting equipment to accommodate the reconstruction and widening of the project area. The lighting layout will also include luminaires located on top of the traffic signal structures at each corner of the signalized intersection of NW Irvinedale Drive and NW 18<sup>th</sup> Street.

COMPANY will perform a photometric analysis, per City of Ankeny's Guidelines for Street Lighting, to calculate and illustrate the resulting illumination of the layout. Finalize the wattage, mounting height, and location of lighting poles based on the standard street lighting equipment and structures typically supplied by MidAmerican Energy and City of Ankeny's Guidelines for Street Lighting.

Street lighting layout sheets (P Sheets) will be included in the plans for information only. Plans will include a station / offset table for street light locations. Final street lighting layout will be used as the basis for MidAmerican Energy to perform final design of the street lighting system and develop a cost proposal to construct the street lighting system within the project area. CLIENT will review and approve the photometric analysis and final lighting layout for MidAmerican Energy design and construction. COMPANY will assist CLIENT in obtaining the utility's lighting design and cost proposal.

Deliverables for 2.7.7

- *Street Lighting and Photometric Analysis for MidAmerican Energy designs*

### **2.7.8 Final Erosion Control and Seeding**

Finalize locations and types of temporary and permanent erosion control measures to be used on the project. COMPANY will indicate location of erosion control devices and areas to be seeded on R Sheets.

### **2.7.9 Special Layouts and Details**

COMPANY will prepare special layouts and details on U Sheets for the following:

#### Removal Plan

COMPANY will prepare a separate removal plan to depict removal of existing pavements, drainage structures, entrances, sidewalks, and similar infrastructure.

### Final Retaining Wall

Finalize the retaining wall layout per recommendations provided by the geotechnical sub-consultant. This assumes a modular block retaining wall is suitable for the project. The final design of the retaining wall system will be the Contractor's responsibility.

### Existing Utilities Mapping

Existing Utilities Mapping (for information only) will be based on utility survey of surface visible utility features and Iowa One Call locates.

### **2.7.10 Final Plans**

COMPANY will prepare bid-ready Check Plans (95%) for CLIENT review and comment. COMPANY will address one (1) round of CLIENT comments from the Check Plans submittal and prepare Final Plans (100%) for local letting. The following sheets will be included in the Check Plans and Final Plans.

- Title Sheet and Location Map Sheet (A Sheets)
- Typical Cross Sections and Details (B Sheets)
- Quantities, Estimate Reference Information, and General Information (C Sheets)
- Plan and Profile for NW 18<sup>th</sup> Street (D Sheets)
- Plan and Profile for NW Irvinedale Drive (E Sheets)
- Removal Plan (F Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Right-of-Way and Easement Layout (H/HE Sheets)
- Construction Staging, Detour Maps, and Temporary Traffic Control (J Sheets)
- Geometrics, Staking, and Jointing (L Sheets)
- Storm Sewer and Drainage Plan (M Sheets)
- Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Street Lighting Layout (P Sheets) *for information only*
- Permanent Pavement Markings and Signing (PM Sheets)
- Erosion Control and Seeding (R Sheets)
- Sidewalk and Pedestrian Ramp Plan and Sidewalk Compliance (S Sheets)
- Tabulation of Earthwork (T Sheets)
- Special Details (U Sheets)
- Retaining Wall (U Sheets)
- Existing Utility Mapping (U Sheets) *for information only*
- Cross Sections for NW 18<sup>th</sup> Street (W Sheets)
- Cross Sections for NW Irvinedale Drive (X Sheets)

#### Deliverables for 2.7.10

- *Check plans in PDF format*
- *Final plans in PDF format*
- *Final plans in hard copy format (5 sets)*

### **2.7.11 Final Bid Items and OPCC**

Determine final bid items using the standard bid items provided by SUDAS. Prepare and verify quantity calculations for bid items. Prepare estimate reference information based on SUDAS Specifications and CLIENT Supplemental Specifications.



Prepare Opinion of Probable Construction Cost (OPCC) for the project. The OPCC will be based on estimated quantities for construction bid items. The OPCC will be submitted at the Check Plans and Final Plans milestones.

Deliverables for 2.7.11

- *Check design OPCC in Excel and PDF formats*
- *Final design OPCC in Excel and PDF formats*
- *Final listing of bid items and quantities in CLIENT-provided Excel format*

### **2.7.12 Final Design Quality Control Reviews**

Quality Control Reviews will be performed prior to Check Plans and Final Plans milestone submittals by the Project Manager and experienced Project Engineers. Reviewers will check for accuracy of engineering design, constructability of the project, completeness of plans, and appropriate specifications and bid items.

## **2.8 Phase 8.0 – Bid Phase Services**

COMPANY will perform the following tasks related to project permitting and bid letting.

### **2.8.1 Permits**

Due to the proposed improvements, it is assumed one (1) Storm Water (NPDES) Permit will be required from the Iowa Department of Natural Resources (DNR). COMPANY will provide technical criteria, written descriptions, design data, and prepare and submit the Iowa DNR Storm Water Construction Permit application on behalf of the CLIENT. Any fees for the permits, licenses or other costs associated with the permits and approvals will be invoiced to CLIENT as reimbursable expenses.

Deliverables for 2.8.1

- *NPDES Permit Application*

### **2.8.2 Bid Letting Assistance**

COMPANY will perform the following tasks to fulfill the project bid letting:

- Respond to contract document-related questions and, if necessary, issue applicable addenda to interpret, clarify, or expand the bidding documents. A maximum of two (2) addenda are included in the Scope of Services.

Deliverables for 2.8.2

- *Applicable Addenda*

Deliverables for 2.8

- *City Preconstruction Submittal Requirements*

## **3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT**

### **3.1 Schedule**

The following schedule includes estimated milestone dates for the Scope of Services included under this AGREEMENT. The schedule includes reasonable allowances for review and approval times required by CLIENT. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.



- |   |                   |
|---|-------------------|
| • Preliminary Plans ( <i>60% complete</i> ) Submittal | June 17, 2024     |
| • Joint Utility Coordination Meetings                 | July 8, 2024      |
| • Right-of-Way and Easement H Sheets Submittal        | July 15, 2024     |
| • Right-of-Way Plats and Easement Exhibits Submittal  | July 29, 2024     |
| • Project Information Meeting (PIM)                   | August 27, 2024   |
| • Check Plans ( <i>95% complete</i> ) Submittal       | October 14, 2024  |
| • Final Plans ( <i>100% complete</i> ) Submittal      | November 25, 2024 |
| • Set Bid Date and Public Hearing Date                | December 16, 2024 |
| • Bid Letting   | January 14, 2024  |
| • Construction Contract Award                         | January 20, 2024  |

#### 4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

The following items are not included as part of this AGREEMENT:

- Environmental site assessments and documentation.
- Special Assessments.
- Traffic data collection, volume forecasting, and operations analysis.
- Stormwater routing analysis and detention basin design.
- Detailed, final retaining wall design.
- Street lighting photometrics or design beyond the limits of the actual intersection footprint.
- Property Appraisals, Acquisition Compensation Estimates (by City Attorney).
- Presentation at City Council Meetings.
- Coordination and meetings with property owners, local interest groups, or public.
- Construction observation and administration services.
- Construction survey and staking.
- Costs associated with project delay or scope changes outside the control of COMPANY.

Supplemental services not included in this AGREEMENT can be provided by COMPANY as part of an AMENDMENT, or under a separate AGREEMENT, if desired.

#### 5.0 SERVICES BY OTHERS

COMPANY will rely on a SUBCONSULTANT for the following items:

Efforts referenced previously and included in **Phase 6.0 – Geotechnical Engineering Services** are described per TERRACON's following proposal:

**Proposal for Geotechnical Engineering Services**  
 Project Name | City, State  
 Date | Terracon Proposal No. PXXXXXXX



## Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

We understand this project does not need to follow the Iowa Department of Transportation's (Iowa DOT) current Design Manual, Chapter 200I-1, Consultant Geotechnical (Soils Design) Work Requirements, nor does it need to follow an alternative local Design Manual.

Based on our experience with similar projects in the vicinity of the project site, we propose the following field exploration program:

Number of Borings	Planned Boring Depth (feet) <sup>1</sup>	Planned Location
1	25	Traffic Signal Foundation
2	10 to 15	Retaining Wall
6	10 to 15	Roadway

1. Although not anticipated for the proposed boring depths, borings would be terminated at shallower depths if refusal is encountered. Rock coring is not included in this Scope of Services.

**Boring Layout and Elevations:** We plan to use handheld GPS equipment to initially locate the borings. If available, approximate ground surface elevations will be obtained by interpolation from a site specific, surveyed topographic map. Boring layout and elevations by Terracon would be considered approximate.

We can alternatively coordinate with your Project Professional Surveyor to include the boring locations and ground surface elevations they record, if requested.

**Subsurface Exploration Procedures:** We will advance borings with a truck-mounted drilling rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Where borings are located on existing pavement, the augers will be advanced through the pavement, and the approximate pavement thickness will be measured with a tape on the side of the borehole. Four samples will be obtained in the upper 10 feet of each boring, and samples will be obtained at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers will be driven in general accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers and transported to our laboratory for testing. In addition, we will

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observe and record subsurface water levels during drilling and sampling, where not precluded by the introduction of drilling fluids or due to safety concerns.

Our exploration team will prepare field boring logs to record sampling depths, penetration distances, other relevant sampling information, visual descriptions of materials observed during drilling, and the driller's interpretation of subsurface conditions between samples.

**Property Disturbance:** We will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work, disturbance could occur (e.g., rutting from tires, muddying the ground surface, etc.). Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

We will backfill borings with auger cuttings and/or sand on completion. Pavement penetrations created by our exploration crew will be patched with sack-mix concrete. Our services do not include repair of the site beyond backfilling our boreholes and patching pavements penetrations. Excess auger cuttings will be collected and hauled off-site. Because backfill material often settles below the surface after a period, we recommend the boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

### Safety

We are not currently aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require excavations into the subsurface, therefore we will comply with local regulations to request a utility location service through Iowa One Call. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based on the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

**Site Access:** We anticipate that all borings will be performed in the existing City right-of-way. Terracon must be granted access to the site by the property owner. Prior to

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mobilizing drilling equipment, Terracon will acquire the required City right-of-way permit.

**Traffic Control:** Because this project is located along active roadways, we anticipate traffic control will be required to safely perform our borings. We have budgeted for subcontracting traffic control services (signage and flaggers) during our drilling activities.

### Laboratory Testing

The project engineer will review field data and assign various laboratory tests to better understand select engineering properties of various soil strata. Exact types and numbers of tests cannot be defined until completion of field work, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit weight
- Unconfined compressive strength
- Atterberg limits
- Grain size analysis

Our laboratory testing program includes examination of soil samples. Based on the results of our field and laboratory programs, we will describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS).

### Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil descriptions
- Subsurface water levels observed during and after the completion of drilling, when applicable
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork construction, including:
  - Site preparation
  - Considerations for existing fill soils, if applicable

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- Shrink-swell soil design considerations, if applicable
- Structural fill material types, including suitability of on-site soils
- Structural fill compaction criteria
- Excavation considerations
- Opinions on if SUDAS standard footings could be used for the traffic signals. If non-standard foundations are needed, our report will include deep foundation (drilled shaft) design and construction recommendations, including:
  - Estimated soil layer parameters, including unit weight, cohesion, and friction angle
  - Allowable Stress Design (ASD) parameters for side resistance and end bearing
  - LPILE parameters for lateral resistance analysis (performed by others)
- Pavements
  - Subgrade preparation recommendations for pavements
  - Subsurface drainage recommendations for pavements
- Retaining wall considerations including: <sup>1</sup>
  - Considerations regarding suitable bearing materials and anticipated depths
  - Effective stress and total stress parameters (friction and cohesion) for the wall foundation soils

1. Analysis and design of the retaining wall (including internal stability, external stability, and global stability analyses) are not included in Terracon's Scope of Services or fee. We expect these services will be performed by the wall designer.

In addition to an emailed report, your project will be delivered using Terracon Compass (Compass). Upon initiation, we provide you and your design team the necessary link and password to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of Compass. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule, and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory tests
- Geotechnical Engineering Report

When services are complete, we will upload a printable version of our completed Geotechnical Engineering report. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.



## 6.0 CLIENT RESPONSIBILITIES

COMPANY will rely on CLIENT for the following items:

- Existing site information and as-builts not already provided.
- Coordination and meetings with property owners, local interest groups, or public.
- Property Appraisals, Acquisition Compensation Estimates (by City Attorney).
- Acquisition of right-of-way and easements.
- Payment processing for property acquisition.
- Presentation at City Council Meetings.
- Mail Project Information letter and PIM notices to property owners and business.
- Signature authority and expense reimbursement for required permit applications.
- Approve Invoice Payment Applications.

## 7.0 PROFESSIONAL SERVICES FEE

### 7.1 Fees

The fee for services will be based on COMPANY standard hourly rates (EXHIBIT B) current at the time AGREEMENT is signed. Standard hourly rates are subject to change annually upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

### 7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

### 7.3 Extra Services

Any services required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

### 7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.



**7.5 Payment**

CLIENT AGREES to pay COMPANY on a Time and Material basis with a Not-to-Exceed fee of \$398,400 summed as follows:

Phase 1.0 – Project Management and Administration	\$ 35,800
Phase 2.0 – Utility Coordination	\$ 21,405
Phase 3.0 – Preliminary Design	\$ 116,650
Phase 4.0 – Right-of-Way and Easements	\$ 15,600
Phase 5.0 – Project Information Meeting	\$ 4,100
Phase 6.0 – Geotechnical Engineering Services	\$ 20,845
Phase 7.0 – Final Design	\$ 179,000
Phase 8.0 – Bid Phase Services	\$ 5,000
<b>Total</b>	<b>\$ 398,400</b>

The summary above is provided for information purposes. Fees for each Phase may be reallocated to other Phases based on project workflow.



## **8.0 TERMS AND CONDITIONS**

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

### **8.1 Standard of Care**

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

### **8.2 Entire Agreement**

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

### **8.3 Time Limit and Commencement of Services**

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

### **8.4 Suspension of Services**

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

### **8.5 Books and Accounts**

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

### **8.6 Insurance**

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY'S employees of the functions and services required under this AGREEMENT.

### **8.7 Termination or Abandonment**

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for



services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus actual out of pocket expenses incurred by COMPANY due to termination.

**8.8 Waiver**

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

**8.9 Severability**

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

**8.10 Successors and Assigns**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

**8.11 Third-Party Beneficiaries**

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

**8.12 Governing Law and Jurisdiction**

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

**8.13 Dispute Resolution**

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

**8.14 Attorney's Fees**

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

**8.15 Ownership of Instruments of Service**

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

**8.16 Reuse of Documents**

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

**8.17 Failure to Abide by Design Documents or To Obtain Guidance**

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

**8.18 Opinion of Probable Construction Cost**

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

**8.19 Design Information in Electronic Form**

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY'S express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the



submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

#### **8.20 Information Provided by Others**

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

#### **8.21 Force Majeure**

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

#### **8.22 Job Site Visits and Safety**

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety and warrants that this intent shall be made evident in the CLIENT'S AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

#### **8.23 Hazardous Materials**

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT'S premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### **8.24 Certificate of Merit**

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

#### **8.25 Indemnification**

The COMPANY agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, the CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the COMPANY's negligent performance of professional services and negligent acts in connection with the Project under this Agreement and that of its subconsultants or anyone for whom the COMPANY is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY, its officers, directors, employees and subconsultants (collectively, the COMPANY) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

Neither the CLIENT nor the COMPANY shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

#### **8.26 Municipal Advisor**

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Ryan Simbro, P.E.

\_\_\_\_\_  
Author Name

Approved by: \_\_\_\_\_

Printed/Typed Name: David Maxwell

Title: Vice President Date: 5/1/2024

CITY OF ANKENY

Accepted by: \_\_\_\_\_

Printed/Typed Name: Mark E. Holm

Title: Mayor Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Printed/Typed Name: Michelle Yuska

Title: City Clerk Date: \_\_\_\_\_

**City of Ankeny Insurance Requirements for Professional Services**

1. \_\_\_\_\_ shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # \_\_\_\_\_ or Lease of premises at \_\_\_\_\_ or construction of \_\_\_\_\_.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit A.
6. All required endorsements to various policies shall be attached to Certificate of Insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit A.
9. Whenever an ISO form is referenced the current edition of the form must be used.
10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.
11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

## Exhibit A

### A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

- a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:  
The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

### B) AUTOMOBILE LIABILITY \$ 1,000,000 (Combined Single Limit)

### C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$500,000
Each Employee-Disease	\$500,000
Policy Limit-Disease	\$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Ankeny. Coverage B limits shall be greater if required by Umbrella Carrier.

### D) UMBRELLA LIABILITY \$ 2,000,000

Umbrella liability coverage must be at least following form with the underlying policies included herein.

**E) PROFESSIONAL LIABILITY**

\$ 2,000,000

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. ~~The policy/coverages shall be amended to include the following:~~

~~Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."~~

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against the City of Ankeny.

**F) CONTRACTOR'S ENVIRONMENTAL LIABILITY**

\$ 2,000,000

- Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

## Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.
5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.



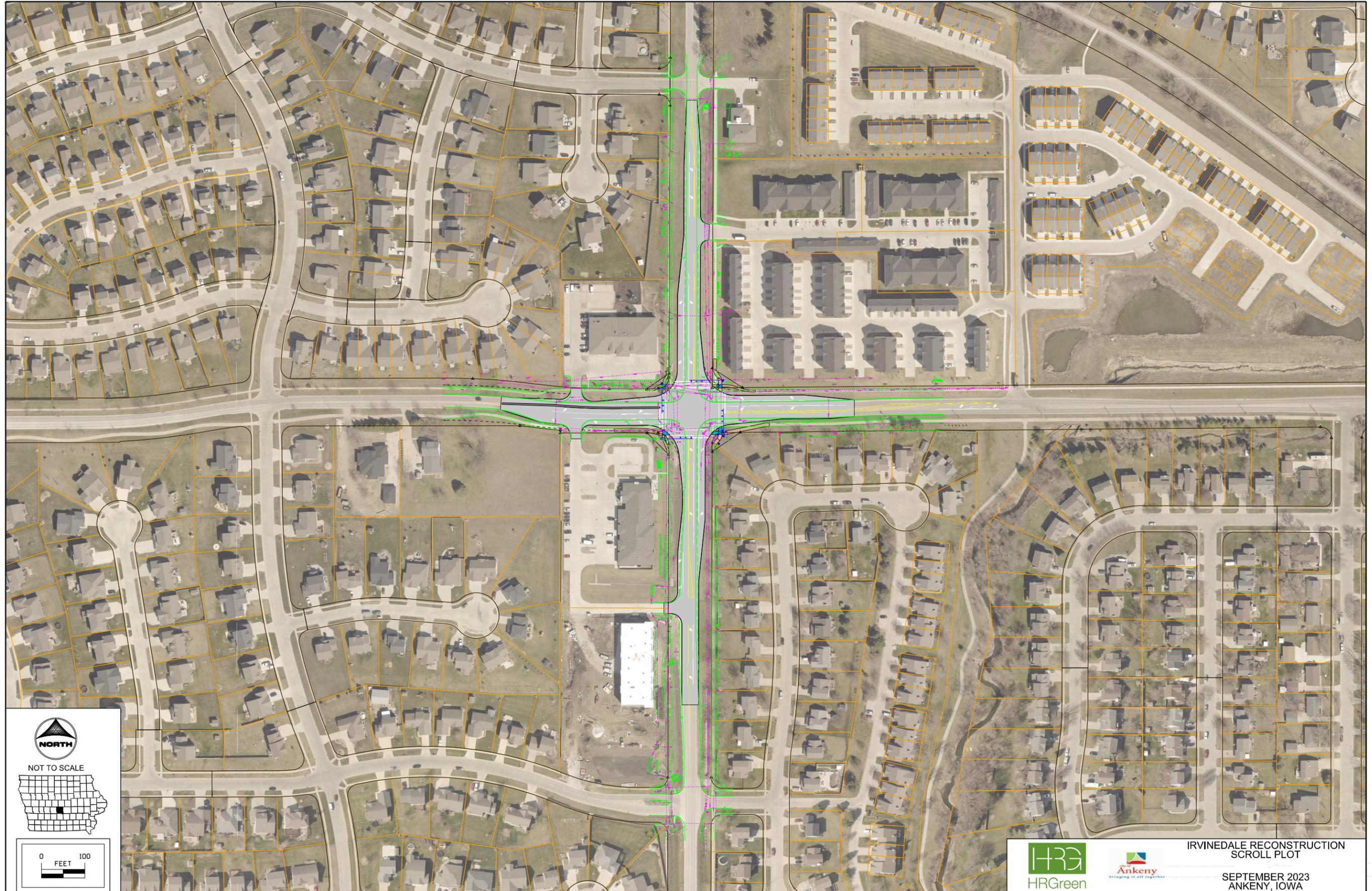
**HR GREEN**  
Billing Rate Schedule  
Effective January 1, 2024

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<b>Professional Services</b>	<b>Billing Rate Range</b>
Principal	\$250- \$370
Senior Professional	\$250- \$370
Professional	\$170- \$250
Junior Professional	\$100- \$175
Senior Technician	\$130- \$180
Technician	\$75- \$145
Senior Field Personnel	\$140- \$225
Field Personnel	\$100- \$170
Junior Field Personnel	\$75- \$125
Administrative Coordinator	\$75-\$130
Administrative	\$75- \$130
Corporate Admin	\$100- \$160
Operators/Interns	\$75- \$150

**Reimbursable Expenses**

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.90 per mile or \$85.00 per day.
- ~~3. Charges for sub-consultants will be billed at their invoice cost plus 15%.~~
- ~~4. A rate of \$6.00 will be charged per HR Green labor hour for a technology and communication fee.~~
5. All other direct expenses will be invoiced at cost plus 10%.



IRVINGDALE RECONSTRUCTION  
SCROLL PLOT

SEPTEMBER 2023  
ANKENY, IOWA



**PROJECT SURVEY LIMITS –  
NW IRVINEDALE DRIVE AND NW 18<sup>TH</sup> STREET**



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:  
Exercise Financial Discipline

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ACTION REQUESTED:  
Resolution

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LEGAL:  
Item Reviewed by Legal Counsel

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SUBJECT:  
\$17,425,000 General Obligation Bonds, Series 2024A

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EXECUTIVE SUMMARY:  
The \$17,425,000 General Obligation Bonds, Series 2024A are being proposed to fund the 2024 Capital Improvement Program.

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FISCAL IMPACT: **Yes**  
The \$17,425,000 General Obligation Bonds, Series 2024A will be paid with property taxes and a small portion from tax increment financing (TIF) and storm water revenues.

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CITY MANAGER'S RECOMMENDATIONS:  
Recommend resolution directing the advertisement for sale of \$17,425,000 General Obligation Bonds, Series 2024A, and approving electronic bidding procedures and official statement.

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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 adopt RESOLUTION directing the advertisement for sale of \$17,425,000 General Obligation Bonds, Series 2024A, and approving electronic bidding procedures and official statement.

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Official Statement</a>
<input type="checkbox"/> <a href="#">Notice of Bond Sale</a>

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$17,425,000 GENERAL OBLIGATION BONDS, SERIES 2024A, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member \_\_\_\_\_ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

#### RESOLUTION

#### RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$17,425,000 GENERAL OBLIGATION BONDS, SERIES 2024A, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon, the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches, the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and

planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; equipping of the fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$17,500,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1989 Ankeny Economic Development Urban Renewal Area, as amended, including the West 1st Street Improvements – Phase 2 project, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue General Obligation Bonds, for such purpose(s) to the amount of not to exceed \$500,000 as authorized by Sections 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.25 and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Bonds for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation bonds authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$17,425,000 General Obligation Bonds as hereinafter set forth; and

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisors LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Bonds; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the receipt of electronic bids through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement is hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That General Obligation Bonds, Series 2024A, of City of Ankeny, State of Iowa, in the amount of \$17,425,000, to be issued as referred to in the preamble of this Resolution, to be dated June 20, 2024, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

Section 4. That the Clerk is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Des Moines Register", a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 20<sup>th</sup> day of May, 2024, at 5:30 P.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by City Officials at 10:00 A.M. on said date. The notice shall be in substantially the following form:

(To be published on or before May 14, 2024)

## NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Ankeny, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 410 West 1<sup>st</sup> Street, Ankeny, Iowa 50023; Telephone: 515-965-6400 (the "Issuer") before 10:00 A.M., on the 20<sup>th</sup> day of May, 2024. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2024A, in the amount of \$17,425,000\*, to be dated June 20, 2024

WATER REVENUE BONDS, SERIES 2024B, in the amount of \$4,175,000\*, to be dated June 20, 2024

(collectively the "Bonds")

\*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 410 West 1<sup>st</sup> Street, Ankeny, Iowa 50023.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall, 410 West 1<sup>st</sup> Street, Ankeny, Iowa 50023. The bids must be submitted through the PARITY® competitive bidding system.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa at a meeting of the City Council on the above date at 5:30 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, 410 West 1<sup>st</sup> Street, Ankeny, Iowa 50023; Telephone: 515-965-6400 or the Issuer's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, Telephone: 515-243-2600.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Ankeny, State of Iowa.

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City Clerk, City of Ankeny, State of Iowa

(End of Notice)

PASSED AND APPROVED this 6<sup>th</sup> day of May, 2024.

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Mark E. Holm, Mayor

ATTEST:

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Michelle Yuska, City Clerk

**PRELIMINARY OFFICIAL STATEMENT DATED MAY 6, 2024**

**New Issues**

**Ratings: Application Made to Moody’s Investors Service**

*Assuming compliance with certain covenants, in the opinion of Ahlers & Cooney, P.C., Bond Counsel, under present law and assuming continued compliance with the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), interest on the Bonds is excludable from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. Interest on the Bonds is not exempt from present Iowa income taxes. The Bonds will NOT be designated as “qualified tax-exempt obligations. See “TAX MATTERS” section for a more detailed discussion.*

**CITY OF ANKENY, IOWA**

**\$17,425,000\* General Obligation Bonds, Series 2024A**  
**\$4,175,000\* Water Revenue Bonds, Series 2024B**

BIDS RECEIVED: Monday, May 20, 2024, 10:00 A.M., Central Time  
AWARD: Monday, May 20, 2024, 5:30 P.M., Central Time

**Dated:** Date of Delivery (June 20, 2024)

**Principal Due:** June 1 as shown inside front cover

The \$17,425,000\* General Obligation Bonds, Series 2024A (the “Series 2024A Bonds”) are being issued pursuant to Subchapter III of Chapters 384 and 403 of the Code of Iowa and a resolution (the “Series 2024A Resolution”) to be adopted by the City Council of the City of Ankeny, Iowa (the “City”). Proceeds of the Series 2024A Bonds are being issued to pay costs of carrying out essential corporate and essential corporate urban renewal purpose projects. See “AUTHORITY AND PURPOSE – Series 2024A Bonds” section herein for more detail regarding the Series 2024A Bonds project descriptions. The Series 2024A Bonds are general obligations of the City for which the City will pledge its power of levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Series 2024A Bonds.

The \$4,175,000\* Water Revenue Bonds, Series 2024B (the “Series 2024B Bonds”) are being issued pursuant to Subchapter V of Chapter 384 of the Code of Iowa and a resolution (the “Series 2024B Resolution”) to be adopted by the City Council of the City. Proceeds of the Series 2024B Bonds are being issued to pay the costs of the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the City’s Municipal Water Utility (the “Water Utility”), including the Saylorville Feeder Main Purchase Capacity, NE 36th Street and NE 38th Street Water Main Loop, and SE Magazine Ground Storage Tank Repair projects. The Series 2024B BONDS ARE NOT GENERAL OBLIGATIONS OF THE CITY but are payable solely and only from a pledge of Net Revenues of the Water Utility.

The Series 2024A Bonds and Series 2024B Bonds (collectively, the “Bonds”) will be issued as fully registered Bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). DTC will act as securities depository for the Bonds. Individual purchases may be made in book-entry-only form, in the principal amount of \$5,000 and integral multiples thereof. The Purchaser(s) will not receive certificates representing their interest in the Bonds purchased. Principal of the Bonds, payable annually on each June 1, beginning June 1, 2025, and interest on the Bonds, payable initially on December 1, 2024 and thereafter on each June 1 and December 1, will be paid to DTC by the City’s Registrar/Paying Agent, UMB Bank, N.A., West Des Moines, Iowa (the “Registrar”). DTC will in turn remit such principal and interest to its participants for subsequent disbursements to the beneficial owners of the Bonds as described herein. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar as of the 15<sup>th</sup> day of the month preceding such interest payment date (the “Record Date”).

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**THE BONDS WILL MATURE AS LISTED ON THE INSIDE FRONT COVER**

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	<b><u>SERIES 2024A BONDS</u></b>	<b><u>SERIES 2024B BONDS</u></b>
<b>MINIMUM BID:</b>	\$17,285,600	\$4,112,375
<b>GOOD FAITH DEPOSIT:</b>	\$174,250 Required of Purchaser Only	\$41,750 Required of Purchaser Only
<b>TAX MATTERS:</b>	Federal: Tax-Exempt State: Taxable See “TAX MATTERS” for more details	Federal: Tax-Exempt State: Taxable See “TAX MATTERS” for more details

The Bonds are offered, subject to prior sale, withdrawal or modification, when, as, and if issued subject to the unqualified approving legal opinion of Ahlers & Cooney, P.C., Bond Counsel, Des Moines Iowa, to be furnished upon delivery of the Bonds. It is expected the Bonds in the definitive form will be available on or about June 20, 2024 via Fast Automated Securities Transfer delivery with the Registrar holding the Bonds on behalf of DTC. The Preliminary Official Statement in the form presented is deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to revisions, corrections or modifications as determined to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

\* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without notice. The Bonds may not be sold nor may offers to buy be accepted prior to the time the Preliminary Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the applicable securities laws of any such jurisdiction.

**CITY OF ANKENY, IOWA**

**\$17,425,000\* General Obligation Bonds, Series 2024A**

**MATURITY:** June 1, as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2025	\$4,640,000	2030	\$1,005,000
2026	4,470,000	2031	1,060,000
2027	855,000	2032	1,115,000
2028	905,000	2033	1,175,000
2029	955,000	2034	1,245,000

**\*PRINCIPAL**

**ADJUSTMENT:** Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Series 2024A Bonds and to increase or decrease each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$18,000,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2024A Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2024A Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

**INTEREST:** Interest on the Series 2024A Bonds will be due on December 1, 2024 and semiannually thereafter.

**REDEMPTION:** The Series 2024A Bonds, due after June 1, 2032, will be subject to call on said date or on any date thereafter upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Series 2024A Bonds to be redeemed at the address shown on the registration books.

**CITY OF ANKENY, IOWA**

**\$4,175,000\* Water Revenue Bonds, Series 2024B**

**MATURITY:** June 1, as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2025	\$180,000	2033	\$285,000
2026	195,000	2034	300,000
2027	210,000	2035	320,000
2028	220,000	2036	335,000
2029	230,000	2037	355,000
2030	245,000	2038	375,000
2031	260,000	2039	395,000
2032	270,000		

**\*PRINCIPAL**

**ADJUSTMENT:** Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Series 2024B Bonds and to increase or decrease each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$4,500,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2024B Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2024B Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

**INTEREST:** Interest on the Series 2024B Bonds will be due on December 1, 2024 and semiannually thereafter.

**REDEMPTION:** The Series 2024B Bonds, due after June 1, 2032, will be subject to call on said date or on any date thereafter upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Series 2024B Bonds to be redeemed at the address shown on the registration books.

## COMPLIANCE WITH S.E.C. RULE 15c2-12

Municipal obligations (issued in an aggregate amount over \$1,000,000) are subject to General Rules and Regulations, Securities Exchange Act of 1934, Rule 15c2-12 Municipal Securities Disclosure.

**Preliminary Official Statement:** This Preliminary Official Statement was prepared for the City for dissemination to prospective bidders. Its primary purpose is to disclose information regarding the Bonds to prospective bidders in the interest of receiving competitive bids in accordance with the TERMS OF OFFERING contained herein. Unless an addendum is received prior to the sale, this document shall be deemed the near final "Official Statement".

**Review Period:** This Preliminary Official Statement has been distributed to City staff as well as to prospective bidders for an objective review of its disclosure. Comments, omissions or inaccuracies must be submitted to PFM Financial Advisors LLC (the "Municipal Advisor") at least two business days prior to the sale. Requests for additional information or corrections in the Preliminary Official Statement received on or before this date will not be considered a qualification of a bid received. If there are any changes, corrections or additions to the Preliminary Official Statement, prospective bidders will be informed by an addendum at least one business day prior to the sale.

**Final Official Statement:** Upon award of sale of the Bonds, the legislative body will authorize the preparation of a final Official Statement that includes the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and other information required by law and the identity of the underwriter (the "Syndicate Manager") and syndicate members. Copies of the final Official Statement will be delivered to the Syndicate Manager within seven business days following the bid acceptance.

## REPRESENTATIONS

No dealer, broker, salesman or other person has been authorized by the City, the Municipal Advisor or the underwriters to give any information or to make any representations other than those contained in this Preliminary Official Statement or the final Official Statement and, if given or made, such information and representations must not be relied upon as having been authorized by the City, the Municipal Advisor or the underwriters. This Preliminary Official Statement or the final Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and other sources which are believed to be reliable, but it is not to be construed as a representation by the Municipal Advisor or Underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Preliminary Official Statement or the final Official Statement, nor any sale made thereafter shall, under any circumstances, create any implication there has been no change in the affairs of the City or in any other information contained herein, since the date hereof.

This Preliminary Official Statement and any addenda thereto were prepared relying on information from the City and other sources, which are believed to be reliable.

Bond Counsel has not participated in the preparation of this Preliminary Official Statement and is not expressing any opinion as to the completeness or accuracy of the information contained therein.

Compensation of the Municipal Advisor, payable entirely by the City, is contingent upon the sale of the issues.

# CITY OF ANKENY, IOWA

## Mayor & City Council

<u>Members</u>	<u>Office</u>	<u>Term Expires</u>
Mark Holm	Mayor	December 31, 2025
Bobbi Bentz	Mayor Pro-Tem	December 31, 2027
Jeff Perry	Council Member	December 31, 2027
Joe Ruddy	Council Member	December 31, 2025
Todd Shafer	Council Member	December 31, 2027
Kelly Stearns	Council Member	December 31, 2025

## Administration

David Jones, City Manager  
Mike Schrock, Assistant City Manager  
Jennifer Sease, Administrative Services Director  
Michelle Yuska, City Clerk

## City Attorney

Brick Gentry, P.C.  
West Des Moines, Iowa

## Bond Counsel

Ahlers & Cooney, P.C.  
Des Moines, Iowa

## Municipal Advisor

PFM Financial Advisors LLC  
Des Moines, Iowa

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**TERMS OF OFFERING**

**CITY OF ANKENY, IOWA**

**\$17,425,000\* General Obligation Bonds, Series 2024A**

**\$4,175,000\* Water Revenue Bonds, Series 2024B**

Bids for the purchase of the City of Ankeny, Iowa’s (the “City”) \$17,425,000\* General Obligation Bonds, Series 2024A (the “Series 2024A Bonds”) and the \$4,175,000\* Water Revenue Bonds, Series 2024B (the “Series 2024B Bonds”) (collectively, the “Bonds”), will be received on Monday, May 20, 2024 before 10:00 A.M., Central Time, after which time they will be tabulated. The City’s Council will consider award of the Bonds at 5:30 P.M., Central Time, on the same day. Questions regarding the sale of the Bonds should be directed to the City’s Municipal Advisor, PFM Financial Advisors LLC (the “Municipal Advisor”) at 515-724-5724. Information can also be obtained from Ms. Jennifer Sease, Administrative Services Director, City of Ankeny, Iowa at 515-965-6409.

This section sets forth the description of certain terms of the Bonds as well as the TERMS OF OFFERING with which all bidders and bid proposals are required to comply, as follows:

**DETAILS OF THE SERIES 2024A BONDS**

GENERAL OBLIGATION BONDS, SERIES 2024A, in the principal amount of \$17,425,000\*, will be dated the date of delivery (anticipated to be June 20, 2024), in the denomination of \$5,000 or multiples thereof, and will mature June 1, as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2025	\$4,640,000	2030	\$1,005,000
2026	4,470,000	2031	1,060,000
2027	855,000	2032	1,115,000
2028	905,000	2033	1,175,000
2029	955,000	2034	1,245,000

\*Preliminary; subject to change.

**ADJUSTMENT TO THE SERIES 2024A BONDS**

The City reserves the right to increase or decrease the aggregate principal amount of the Series 2024A Bonds and to increase or decrease each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$18,000,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2024A Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2024A Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

## DETAILS OF THE SERIES 2024B BONDS

WATER REVENUE BONDS, SERIES 2024B, in the principal amount of \$4,175,000\*, will be dated the date of delivery (anticipated to be June 20, 2024), in the denomination of \$5,000 or multiples thereof, and will mature June 1, as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2025	\$180,000	2033	\$285,000
2026	195,000	2034	300,000
2027	210,000	2035	320,000
2028	220,000	2036	335,000
2029	230,000	2037	355,000
2030	245,000	2038	375,000
2031	260,000	2039	395,000
2032	270,000		

\* Preliminary; subject to change.

## ADJUSTMENT TO THE SERIES 2024B BONDS

The City reserves the right to increase or decrease the aggregate principal amount of the Series 2024B Bonds and to increase or decrease each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$4,500,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2024B Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2024B Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

## LIEN – SERIES 2024B BONDS

The Series 2024B Bonds will be issued on parity with the \$1,605,000 Water Revenue Bonds, Series 2017B, dated May 31, 2017, of which \$755,000 is currently outstanding, \$5,990,000 Water Revenue Bonds, Series 2018B, dated May 30, 2018, of which \$4,000,000 is currently outstanding, \$5,090,000 Water Revenue Bonds, Series 2019B, dated May 28, 2019, of which \$3,760,000 is currently outstanding, \$3,375,000 Water Revenue Bonds, Series 2020B, dated June 9, 2020, of which \$2,655,000 is currently outstanding, \$2,865,000 Water Revenue Capital Loan Notes, Series 2021B, dated April 23, 2021, of which \$2,504,000 is currently outstanding, \$5,783,000 Water Revenue Capital Loan Notes, Series 2023A, dated April 21, 2023, of which \$5,545,000 is currently outstanding, \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C, dated May 19, 2023, of which \$3,247,000 is currently outstanding, and \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D, dated December 22, 2023, of which \$11,103,000 is currently outstanding (collectively, the “Outstanding Water Obligations”). The Series 2024B Bonds and Outstanding Water Obligations are payable from a pledge of the Net Revenues of the City’s Municipal Water Utility (“Water Utility”).

## ADDITIONAL BONDS TEST – SERIES 2024B BONDS

The City reserves the right and privilege to issue additional bonds from time to time payable from the Net Revenues of the Water Utility and ranking on parity with the Series 2024B Bonds, the Outstanding Water Obligations and any future obligations payable from the Net Revenues of the Water Utility (the “Parity Obligations”), in order to pay the cost of improvements and extensions to the Water Utility or for refunding any outstanding bonds or obligations payable from the Net Revenues of the Water Utility. Before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the City Clerk, a statement of an independent financial consultant, not a regular employee of the

City, reciting the opinion based upon necessary investigations that the Net Revenues of the Water Utility for the preceding fiscal year, with adjustments as provided for in the Series 2024B Resolution, were equal to at least 1.10 times the maximum annual debt service that will be required in any fiscal year prior to the longest maturity of any of the Parity Obligations for both principal of and interest on all Parity Obligations then outstanding which are payable from the Net Revenues of the Water Utility and the additional obligations then proposed to be issued.

#### INTEREST ON THE BONDS

Interest on the Bonds will be payable on December 1, 2024 and semiannually on the 1<sup>st</sup> day of June and December thereafter. Interest and principal shall be paid to the registered holder of a Bond as shown on the records of ownership maintained by the Registrar as of the 15<sup>th</sup> day of the month preceding such interest payment date (the “Record Date”). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

#### OPTIONAL REDEMPTION OF THE BONDS

Bonds, due after June 1, 2032, will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

#### TERM BOND OPTION

Bidders shall have the option of designating the Bonds as serial bonds or term bonds, or both. The applicable bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. (See the “OFFICIAL BID FORM – SERIES 2024A BONDS and OFFICAL BID FORM – SERIES 2024B BONDS” for more information.) In any event, the above principal amounts scheduled shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both.

#### GOOD FAITH DEPOSITS

A good faith deposit in the amount of \$174,250 for the Series 2024A Bonds and \$41,750 for the Series 2024B Bonds (collectively, the “Deposits”) is required from the lowest bidder(s) only for each respective series of the Bonds. The lowest bidder(s) are required to submit such Deposits payable to the order of the City in the form of either (i) a cashier’s check provided to the City or its Municipal Advisor or (ii) a wire transfer as instructed by the City’s Municipal Advisor no later than 12:00 P.M., Central Time, on the day of the sale of the Bonds. If not so received, the bid of the lowest bidder(s) may be rejected, and the City may direct the second lowest bidder(s) to submit a deposit and thereafter may award the sale of each respective series of the Bonds to the same. No interest on the Deposits will accrue to the successful bidder(s) (the “Purchaser(s)”). The Deposits will be applied to the purchase prices of each respective series of Bonds. In the event a Purchaser(s) fails to honor its accepted bid proposal, the applicable deposit will be retained by the City.

#### FORMS OF BIDS AND AWARD

All bids shall be unconditional for each series of the Bonds for a price not less than \$17,285,600 for the Series 2024A Bonds and \$4,112,375 for the Series 2024B Bonds, plus accrued interest, and shall specify the rate or rates of interest in conformity to the limitations set forth under the “BIDDING PARAMETERS” section. Bids must be submitted on or in substantial compliance with the OFFICIAL BID FORMS provided by the City. The Bonds will be awarded to the bidder(s) offering the lowest interest rate to be determined on a true interest cost (the “TIC”) basis assuming compliance with the “ESTABLISHMENT OF ISSUE PRICE” and “GOOD FAITH DEPOSITS” sections. The TIC shall be determined by the present value method, i.e., by ascertaining the semiannual rate, compounded semiannually, necessary to discount to present value as of the dated date of each respective series of Bonds, the amount payable on each interest payment date and on each stated maturity date or earlier mandatory redemption, so the aggregate of such amounts will equal the aggregate purchase price offered therefore. The TIC shall be stated in terms of an annual percentage rate and

shall be that rate of interest, which is twice the semiannual rate so ascertained (also known as the Canadian Method). The TIC shall be as determined by the Municipal Advisor based on the TERMS OF OFFERING and all amendments, and on the bids as submitted. The Municipal Advisor's computation of the TIC of each bid shall be controlling. In the event of tie bids for the lowest TIC, the Bonds will be awarded by lot.

The City will reserve the right to (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Bonds, (ii) reject all bids without cause, and (iii) reject any bid which the City determines to have failed to comply with the terms herein.

### BIDDING PARAMETERS

For each respective series, the bidder's proposal must conform to the following limitations:

1. Each annual maturity must bear a single rate of interest from the dated date of the Bonds to the date of maturity.
2. Rates of interest bid must be in multiples of one-eighth or one-twentieth of one percent.
3. The initial price to the public for each maturity must be 98% or greater.

### RECEIPT OF BIDS

Forms of Bids: Bids must be submitted on or in substantial compliance with the TERMS OF OFFERING and OFFICIAL BID FORM – SERIES 2024A BONDS and OFFICIAL BID FORM – SERIES 2024B BONDS provided by the City or through PARITY<sup>®</sup> competitive bidding system (the "Internet Bid System"). Neither the City nor its agents shall be responsible for malfunction or mistake made by any person, or as a result of the use of the electronic bid or any other means used to deliver or complete a bid. The use of such means is at the sole risk of the prospective bidder(s) who shall be bound by the terms of the bid as received.

No bid will be accepted after the time specified in the TERMS OF OFFERING and OFFICIAL BID FORM – SERIES 2024A BONDS and OFFICIAL BID FORM – SERIES 2024B BONDS. The time, as maintained by the Internet Bid System, shall constitute the official time with respect to all bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder, the last bid received shall be considered.

Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 410 West 1st Street, Ankeny, Iowa 50023.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall, 410 West 1st Street, Ankeny, Iowa 50023 and/or the City's Municipal Advisor, PFM Financial Advisors LLC, Des Moines, Iowa. Electronic internet bids must be submitted through the Internet Bid System. Information about the electronic Internet Bid System may be obtained by calling 212-849-5021.

Each prospective bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its electronic internet bid in a timely manner and in compliance with the requirements of the TERMS OF OFFERING and OFFICIAL BID FORM – SERIES 2024A BONDS and OFFICIAL BID FORM – SERIES 2024B BONDS. The City is permitting prospective bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the electronic internet bidding and the Internet Bid System is not an agent of the City. Provisions of the TERMS OF OFFERING and OFFICIAL BID FORM – SERIES 2024A BONDS and OFFICIAL BID FORM – SERIES 2024B BONDS shall control in the event of conflict with information provided by the Internet Bid System.

## BOOK-ENTRY-ONLY ISSUANCE

The Bonds will be issued by means of a book-entry-only system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser(s), as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC.

## MUNICIPAL BOND INSURANCE AT PURCHASER’S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefore at the option of the bidder(s), the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser(s). Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the Purchaser(s), except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that initial rating fee. Any other rating agency fees shall be the responsibility of the Purchaser(s). Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the Purchaser(s) shall not constitute cause for failure or refusal by the Purchaser(s) to accept delivery on the Bonds. The City reserves the right in its sole discretion to accept or deny changes to the financing documents requested by the insurer selected by the Purchaser(s).

## DELIVERY

The Bonds will be delivered to the Purchaser(s) via Fast Automated Securities Transfer delivery with the Registrar holding the Bonds on behalf of DTC, against full payment in immediately available cash or federal funds. The Bonds are expected to be delivered within forty-five days after the sale. Should delivery be delayed beyond sixty days from the date of sale for any reason except failure of performance by the Purchaser(s), the Purchaser(s) may withdraw their bid and thereafter their interest in and liability for the Bonds will cease. When the Bonds are ready for delivery, the City will give the Purchaser(s) five working days’ notice of the delivery date and the City will expect payment in full on that date; otherwise, reserving the right at its option to determine that the Purchaser(s) failed to comply with the offer of purchase.

## ELECTRONIC TRANSCRIPTS

The Purchaser(s) consent to the receipt of electronic transcripts and acknowledges the City’s potential use of the electronically executed documents. Iowa Code chapter 554D establishes electronic signatures have the full weight and legal authority as manual signatures.

## ESTABLISHMENT OF ISSUE PRICE

The Purchaser(s) shall assist the City in establishing the issue prices of the Bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto in EXHIBIT 1 - FORMS OF ISSUE PRICE CERTIFICATES to the TERMS OF OFFERING, with such modifications as may be appropriate or necessary in the reasonable judgment of the Purchaser(s), the City and Bond Counsel, will need to be signed by the Purchaser(s). All actions to be taken by the City under the TERMS OF OFFERING to establish the issue price of the Bonds may be taken on behalf of the City by the Municipal Advisor identified herein and any notice or report to be provided to the City may be provided to the Municipal Advisor.

The City intends the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because: (i) the City shall disseminate this TERMS OF OFFERING to potential underwriters in a manner that is reasonably designed to reach potential underwriters; (ii) all bidders shall have an equal opportunity to bid; (iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (iv) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in the TERMS OF OFFERING.

Any bid submitted pursuant to the TERMS OF OFFERING shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event the competitive sale requirements are not satisfied, the City shall so advise the Purchaser(s). The City may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test” is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis. The Purchaser(s) shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall promptly advise the Purchaser(s), at or before the time of award of the Bonds, which maturities of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds. **Prospective bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.**

By submitting a bid, the Purchaser(s) shall (i) confirm the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the Purchaser(s) and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (i) the close of the fifth (5th) business day after the sale date; or (ii) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Purchaser(s) shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The City acknowledges that, in making the representation set forth above, the Purchaser(s) will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event, an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by

the Purchaser(s) that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser(s) and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Purchaser(s) or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser(s) or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this TERMS OF OFFERING. Further, for purposes of this TERMS OF OFFERING: (i) “public” means any person other than an underwriter or a related party, (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), (iii) a Purchaser(s) of any of the Bonds is a “related party” to an underwriter if the underwriter and the Purchaser(s) are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and (iv) “sale date” means the date that the Bonds are awarded by the City to the Purchaser(s).

#### OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds. The Preliminary Official Statement will be further supplemented by offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and the identity of the underwriters, together with any other information required by law or deemed appropriate by the City, shall constitute a final Official Statement of the City with respect to the Bonds, as that term is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, (the “Rule”). By awarding the Bonds to any underwriter or underwriting syndicate submitting an OFFICIAL BID FORM, the City agrees that, no more than seven (7) business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which each respective series of the Bonds are awarded up to 20 copies of the final Official Statement to permit each “Participating Underwriter” (as that term is defined in the Rule) to comply with the provisions of such Rule. The City shall treat the senior managing underwriter of the syndicate to which the Bonds are awarded as its designated agent for purposes of distributing copies of the final Official Statement to the Participating Underwriter. Any underwriter executing and delivering an OFFICIAL BID FORM with respect to the Bonds agrees thereby that if its bid is accepted by the City, (i) it shall accept such designation, and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the final Official Statement.

#### CONTINUING DISCLOSURE

The City will covenant in Continuing Disclosure Certificates for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the “Annual Reports”), and to provide notices of the occurrence of certain enumerated events. The Annual Reports are to be filed by the City not later than two hundred seventy (270) days after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2024, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal

Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See APPENDIX E – FORMS OF CONTINUING DISCLOSURE CERTIFICATES. The specific nature of the information to be contained in the Annual Reports or the notices of events, and the manner in which such materials are to be filed, are summarized in APPENDIX E – FORMS OF CONTINUING DISCLOSURE CERTIFICATES. These covenants have been made in order to assist the Purchaser(s) in complying with SEC Rule 15c2-12(b)(5) (the “Rule”).

The City is not aware of any instance in the previous five years in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule.

Breach of the undertakings will not constitute a default or an “Event of Default” under the Bonds or the resolutions for the Bonds. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

#### CUSIP NUMBERS

It is anticipated the Committee on Uniform Security Identification Procedures (“CUSIP”) numbers will be printed on the Bonds and the Purchaser(s) must agree in the bid proposal to pay the cost thereof. In no event will the City, Bond Counsel or Municipal Advisor be responsible for the review of, or express any opinion that the CUSIP numbers are correct. Incorrect CUSIP numbers on said Bonds shall not be cause for the Purchaser(s) to refuse to accept delivery of said Bonds.

BY ORDER OF THE CITY COUNCIL  
City of Ankeny, Iowa  
/s/ Jennifer Sease, Administrative Services Director

**SCHEDULE OF BOND YEARS**

**\$17,425,000\***

**CITY OF ANKENY, IOWA**

**General Obligation Bonds, Series 2024A**

Series 2024A Bonds Dated: June 20, 2024  
Interest Due: December 1, 2024 and each June 1 and December 1 to maturity  
Principal Due: June 1, 2025-2034

<u>Year</u>	<u>Principal *</u>	<u>Bond Years</u>	<u>Cumulative Bond Years</u>
2025	\$4,640,000	4,395.11	4,395.11
2026	4,470,000	8,704.08	13,099.19
2027	855,000	2,519.88	15,619.07
2028	905,000	3,572.24	19,191.31
2029	955,000	4,724.60	23,915.90
2030	1,005,000	5,976.96	29,892.86
2031	1,060,000	7,364.06	37,256.92
2032	1,115,000	8,861.15	46,118.07
2033	1,175,000	10,512.99	56,631.06
2034	1,245,000	12,384.29	69,015.35

Average Maturity (dated date): 3.961 Years

\* Preliminary; subject to change.

**SCHEDULE OF BOND YEARS**

**\$4,175,000\***

**CITY OF ANKENY, IOWA**

**Water Revenue Bonds, Series 2024B**

Series 2024B Bonds Dated: June 20, 2024  
Interest Due: December 1, 2024 and each June 1 and December 1 to maturity  
Principal Due: June 1, 2025-2039

<u>Year</u>	<u>Principal *</u>	<u>Bond Years</u>	<u>Cumulative Bond Years</u>
2025	\$180,000	170.50	170.50
2026	195,000	379.71	550.21
2027	210,000	618.92	1,169.13
2028	220,000	868.39	2,037.51
2029	230,000	1,137.86	3,175.38
2030	245,000	1,457.07	4,632.44
2031	260,000	1,806.28	6,438.72
2032	270,000	2,145.75	8,584.47
2033	285,000	2,549.96	11,134.43
2034	300,000	2,984.17	14,118.60
2035	320,000	3,503.11	17,621.71
2036	335,000	4,002.32	21,624.03
2037	355,000	4,596.26	26,220.29
2038	375,000	5,230.21	31,450.50
2039	395,000	5,904.15	37,354.65

Average Maturity (dated date): 8.947 Years

\* Preliminary; subject to change.

**EXHIBIT 1**

**FORMS OF ISSUE PRICE CERTIFICATES**

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**COMPETITIVE SALES WITH FEWER THAN THREE BIDS  
FROM ESTABLISHED UNDERWRITERS – HOLD OFFERING PRICE**

---

**ISSUE PRICE CERTIFICATE**

**\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2024A  
CITY OF ANKENY, IOWA**

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] [("Purchaser")] [the "Representative"]], on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

a) [Purchaser][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

b) As set forth in the Official Terms of Offering and bid award, [Purchaser][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May 28, 2024), or (ii) the date on which [Purchaser][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

d) ***Issuer*** means City of Ankeny, Iowa.

e) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

f) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this

certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 20, 2024.

h) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

i) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [the Purchaser][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C., Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER][REPRESENTATIVE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: June 20, 2024

**SCHEDULE A**  
**SALE PRICES OF THE GENERAL RULE MATURITIES AND**  
**INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

**\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2024A**  
**CITY OF ANKENY, IOWA**

*(Attached)*

**SCHEDULE B  
PRICING WIRE OR EQUIVALENT COMMUNICATION**

**\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2024A  
CITY OF ANKENY, IOWA**

*(Attached)*

---

**COMPETITIVE SALES WITH AT LEAST THREE BIDS FROM ESTABLISHED UNDERWRITERS**

---

**ISSUE PRICE CERTIFICATE**

**\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2024A  
CITY OF ANKENY, IOWA**

The undersigned, on behalf of [NAME OF UNDERWRITER] ("Purchaser"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

**1. Reasonably Expected Initial Offering Price.**

a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

**2. Defined Terms.**

a) *Issuer* means City of Ankeny, Iowa.

b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 20, 2024.

e) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

f) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers and Cooney, P.C., Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: June 20, 2024

**SCHEDULE A**

**EXPECTED OFFERING PRICES**

**\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2024A  
CITY OF ANKENY, IOWA**

*(Attached)*

**SCHEDULE B**

**COPY OF UNDERWRITER'S BID**

**\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2024A  
CITY OF ANKENY, IOWA**

*(Attached)*

---

**COMPETITIVE SALES WITH FEWER THAN THREE BIDS  
FROM ESTABLISHED UNDERWRITERS – HOLD OFFERING PRICE**

---

**ISSUE PRICE CERTIFICATE**

\$ \_\_\_\_\_ **WATER REVENUE BONDS, SERIES 2024B  
CITY OF ANKENY, IOWA**

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] [("Purchaser")] [the "Representative"][, on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"),] hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

a) [Purchaser][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

b) As set forth in the Official Terms of Offering and bid award, [Purchaser][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May 28, 2024), or (ii) the date on which [Purchaser][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

d) ***Issuer*** means City of Ankeny, Iowa.

e) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 20, 2024.

h) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

i) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [the Purchaser][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and it's advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C., Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER][REPRESENTATIVE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: June 20, 2024

**SCHEDULE A**  
**SALE PRICES OF THE GENERAL RULE MATURITIES AND**  
**INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

**\$ \_\_\_\_\_ WATER REVENUE BONDS, SERIES 2024B**  
**CITY OF ANKENY, IOWA**

*(Attached)*

**SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**  
**\$ \_\_\_\_\_ WATER REVENUE BONDS, SERIES 2024B**  
**CITY OF ANKENY, IOWA**

*(Attached)*

---

**COMPETITIVE SALES WITH AT LEAST THREE BIDS FROM ESTABLISHED UNDERWRITERS**

---

**ISSUE PRICE CERTIFICATE**

**\$ \_\_\_\_\_ WATER REVENUE BONDS, SERIES 2024B  
CITY OF ANKENY, IOWA**

The undersigned, on behalf of [NAME OF UNDERWRITER] ("Purchaser"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

**1. Reasonably Expected Initial Offering Price.**

a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

**2. Defined Terms.**

a) *Issuer* means City of Ankeny, Iowa.

b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 20, 2024.

e) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

f) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers and Cooney, P.C., Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: June 20, 2024

**SCHEDULE A**

**EXPECTED OFFERING PRICES**

**\$ \_\_\_\_\_ WATER REVENUE BONDS, SERIES 2024B  
CITY OF ANKENY, IOWA**

*(Attached)*

**SCHEDULE B**

**COPY OF UNDERWRITER'S BID**

**\$ \_\_\_\_\_ WATER REVENUE BONDS, SERIES 2024B  
CITY OF ANKENY, IOWA**

*(Attached)*

# **PRELIMINARY OFFICIAL STATEMENT**

## **CITY OF ANKENY, IOWA**

**\$17,425,000\* General Obligation Bonds, Series 2024A**  
**\$4,175,000\* Water Revenue Bonds, Series 2024B**

### **INTRODUCTION**

This Preliminary Official Statement contains information relating to the City of Ankeny, Iowa (the “City”) and its issuance of \$17,425,000\* General Obligation Bonds, Series 2024A (the “Series 2024A Bonds”) and \$4,175,000\* Water Revenue Bonds, Series 2024B (the “Series 2024B Bonds”) (collectively, the “Bonds”). This Preliminary Official Statement has been executed on behalf of the City and its Administrative Services Director and may be distributed in connection with the sale of the Bonds authorized therein. Inquiries may be directed to the City’s Municipal Advisor, PFM Financial Advisors LLC (the “Municipal Advisor”), 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309, or by telephoning 515-574-5724. Information can also be obtained from Ms. Jennifer Sease, Administrative Services Director, City of Ankeny, 410 West 1st Street, Ankeny, Iowa 50023, or by telephoning 515-965-6409.

### **AUTHORITY AND PURPOSE – SERIES 2024A BONDS**

The Series 2024A Bonds are being issued pursuant to Subchapter III of Chapters 384 and 403 of the Code of Iowa and a resolution (the “Series 2024A Resolution”) to be adopted by the City Council of the City authorizing the issuance of the Series 2024A Bonds. The Series 2024A Bonds are being issued to pay the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon, the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches, the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; equipping of the fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; acquisition of peace officer communication equipment and other emergency services communication equipment and systems; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1989 Ankeny Economic Development Urban Renewal Area, as amended, including the West 1st Street Improvements – Phase 2 project.

\* Preliminary; subject to change.

The estimated sources and uses of the Series 2024A Bonds are as follows:

<u>Sources of Funds*</u>	<u>Series 2024A Bonds</u>
Par Amount	\$17,425,000.00
<u>Uses of Funds*</u>	
Deposit to Project Fund	\$17,187,333.00
Underwriter's Discount	139,400.00
Cost of Issuance and Contingency	<u>98,267.00</u>
Total Uses	\$17,425,000.00

\* Preliminary; subject to change.

### **AUTHORITY AND PURPOSE – SERIES 2024B BONDS**

The Series 2024B Bonds are being issued pursuant to Subchapter V of Chapter 384 of the Code of Iowa and a resolution (the “Series 2024B Resolution”) to be adopted by the City Council of the City authorizing the issuance of the Series 2024B Bonds. The Series 2024B Bonds are being issued to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility, including the Saylorville Feeder Main Purchase Capacity, NE 36th Street and NE 38th Street Water Main Loop, and SE Magazine Ground Storage Tank Repaint projects.

The estimated sources and uses of the Series 2024B Bonds are as follows:

<u>Sources of Funds*</u>	<u>Series 2024B Bonds</u>
Par Amount	\$4,175,000.00
Existing Reserve Fund	<u>2,483,708.20</u>
Total Sources	\$6,658,708.20
<u>Uses of Funds*</u>	
Deposit to Project Fund	\$3,630,000.00
Deposit to Reserve Fund	2,907,332.07
Underwriter's Discount	62,625.00
Cost of Issuance and Contingency	<u>58,751.13</u>
Total Uses	\$6,658,708.20

\* Preliminary; subject to change.

### **INTEREST ON THE BONDS**

Interest on the Bonds will be payable on December 1, 2024 and semiannually on the 1<sup>st</sup> day of June and December thereafter. Interest and principal shall be paid to the registered holder of a Bond as shown on the records of ownership maintained by the Registrar as of the 15<sup>th</sup> day of the month preceding such interest payment date (the “Record Date”). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

### **OPTIONAL REDEMPTION OF THE BONDS**

The Bonds, due after June 1, 2032, will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

## **PAYMENT OF AND SECURITY FOR THE SERIES 2024A BONDS**

The Series 2024A Bonds are general obligations of the City and the unlimited taxing powers of the City are irrevocably pledged for their payment. Upon issuance of the Series 2024A Bonds, the City will levy taxes for the years and in amounts sufficient to provide 100% of annual principal and interest due on the Series 2024A Bonds. If, however, the amount credited to the debt service fund for payment of the Series 2024A Bonds is insufficient to pay principal and interest, whether from transfers or from original levies, the City is required to levy ad valorem taxes upon all taxable property in the City without limit as to rate or amount sufficient to pay the debt service deficiency.

Iowa Code Section 76.2 provides that when an Iowa political subdivision issues general obligation Series 2024A Bonds, “the governing authority of these political subdivisions before issuing Series 2024A Bonds shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the Series 2024A Bonds within a period named not exceeding twenty years. A certified copy of this resolution shall be filed with the county auditor or the auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditors to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the Series 2024A Bonds in full.”

Nothing in the resolution for the Series 2024A Bonds prohibits or limits the ability of the City to use legally available moneys other than the proceeds of the general ad valorem property taxes levied, as described in the preceding paragraph, to pay all or any portion of the principal of or interest on the Series 2024A Bonds. If and to the extent such other legally available moneys are used to pay the principal of or interest on the Series 2024A Bonds, the City may, but shall not be required to, (a) reduce the amount of taxes levied for such purpose, as described in the preceding paragraph; or (b) use proceeds of taxes levied, as described in the preceding paragraph, to reimburse the fund or account from which such other legally available moneys are withdrawn for the amount withdrawn from such fund or account to pay the principal of or interest on the Series 2024A Bonds.

The resolution for the Series 2024A Bonds do not restrict the City’s ability to issue or incur additional general obligation debt, although issuance of additional general obligation debt is subject to the same constitutional and statutory limitations that apply to the issuance of the Series 2024A Bonds. For a further description of the City’s outstanding general obligation debt upon issuance of the Series 2024A Bonds and the annual debt service on the Series 2024A Bonds and a description of certain constitutional and statutory limits on the issuance of general obligation debt, see “DEBT LIMIT” under “CITY INDEBTEDNESS” included in APPENDIX A to this Preliminary Official Statement.

## **PAYMENT OF AND SECURITY FOR THE SERIES 2024B BONDS**

This section contains a summary of the security provisions for the Series 2024B Bonds. A detailed statement of security provisions is contained in the Series 2024B Resolution authorizing the issuance of the Series 2024B Bonds, which is available upon request of the City’s Municipal Advisor. Capitalized terms under this heading shall have the meanings prescribed in the Series 2024B Resolution.

Water Source of Payment: THE SERIES 2024B BONDS ARE NOT GENERAL OBLIGATIONS OF THE CITY, but are payable solely and only from Net Revenues of the City’s Municipal Water Utility (the “Water Utility”). The Series 2024B Bonds will be issued on parity with the \$1,605,000 Water Revenue Bonds, Series 2017B, dated May 31, 2017, of which \$755,000 is currently outstanding, \$5,990,000 Water Revenue Bonds, Series 2018B, dated May 30, 2018, of which \$4,000,000 is currently outstanding, \$5,090,000 Water Revenue Bonds, Series 2019B, dated May 28, 2019, of which \$3,760,000 is currently outstanding, \$3,375,000 Water Revenue Bonds, Series 2020B, dated June 9, 2020, of which \$2,655,000 is currently outstanding, \$2,865,000 Water Revenue Capital Loan Notes, Series 2021B, dated April 23, 2021, of which \$2,504,000 is currently outstanding, \$5,783,000 Water Revenue Capital Loan Notes, Series 2023A, dated April 21, 2023, of which \$5,545,000 is currently outstanding, \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C, dated May 19, 2023, of which \$3,247,000 is currently outstanding, and \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D, dated December 22, 2023, of which \$11,103,000 is currently outstanding (collectively, the “Outstanding Water Obligations”). The Series 2024B Bonds and Outstanding Water Obligations are payable from a pledge of the Net Revenues of the Water Utility.

Water Unpaid Water Charges: As provided by Section 384.84(4), Code of Iowa, unpaid water charges constitute a lien upon the premises served by the Water Utility upon certification by the City to the County Treasurer that the rates or charges are past due. The lien has equal precedence with ordinary taxes, may be certified to the County Treasurer and collected in the same manner as taxes, and is not divested by a judicial sale. In the past, the Iowa Utilities Board issued an emergency order restricting the disconnection of utility services due to non-payment until Iowa's COVID-19 public health emergency proclamation was lifted. It is not possible to predict if another proclamation would be issued in the future or the full impact of any future emergency order on the Water Utility's finances upon the issuance of any future public health emergency proclamations.

Water Rate Covenant: On or before the beginning of each fiscal year, the City will adopt or continue in effect rates for all services rendered by the Water Utility determined to be sufficient to produce Net Revenues for the next succeeding fiscal year adequate to pay principal and interest requirements and create reserves as provided in the resolution for the Series 2024B Bonds and Outstanding Water Obligations but not less than 110 percent of the principal and interest requirements of the fiscal year.

Water Reserve Fund: The City covenants to maintain a separate Water Revenue Debt Service Reserve Fund (the "Reserve Fund"). The City covenants to maintain a Reserve Fund in an amount equal to the lesser of 1) the maximum annual amount of the principal and interest coming due on the Series 2024B Bonds, the Outstanding Water Obligations and any other parity debt, or 2) 10% of the stated principal amount of the Series 2024B Bonds, the Outstanding Water Obligations and any other parity debt, or 3) 125% of average annual principal and interest coming due on the Series 2024B Bonds, the Outstanding Water Obligations and any other parity debt. Currently the City has \$2,483,708 in the Reserve Fund. After delivery of the Series 2024B Bonds, the Reserve Fund requirement will be approximately \$2,907,332, which represents 125% of average annual principal and interest coming due on the Series 2024B Bonds, the Outstanding Water Obligations and any other parity debt.

Water Additional Bonds Test: The City reserves the right and privilege to issue additional water revenue obligations, from time to time, payable from the Net Revenues of the Water Utility and ranking on a parity with the outstanding Series 2024B Bonds, the Outstanding Water Obligations and any future bonds payable from the Net Revenues of the Water Utility (the "Parity Obligations"), in order to pay the cost of future extensions, additions, improvements or replacements to the Water Utility or for refunding any of the outstanding Parity Obligations payable from the Net Revenues of the Water Utility. Before any such obligations ranking on a parity are issued, there will have been procured a statement of an independent financial consultant, not a regular employee of the City, reciting the opinion based upon necessary investigations that the Net Revenues of the Water Utility for the preceding fiscal year (with permitted adjustments) were equal to at least 1.10 times the maximum amount that will be required in any fiscal year for both principal of and interest on all of the Parity Obligations then outstanding and the obligations then proposed to be issued.

## **BOOK-ENTRY-ONLY ISSUANCE**

*The information contained in the following paragraphs of this subsection "Book-Entry-Only Issuance" has been extracted from a schedule prepared by Depository Trust Company ("DTC") entitled "SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING DTC AND BOOK-ENTRY-ONLY ISSUANCE." The information in this section concerning DTC and DTC's book-entry-only system has been obtained from sources the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.*

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve

System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (the “Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry-only transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the “Indirect Participants”). DTC has Standard & Poor’s rating: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (the “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed. Neither DTC nor Cede & Co., nor any other DTC nominee, will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date identified in a listing attached to the Omnibus Proxy.

Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’

accounts upon DTC's receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to Tender/Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

## **FUTURE FINANCING**

The City does not anticipate any additional general obligation or water revenue borrowings within 90 days of the date of this Preliminary Official Statement.

## **LITIGATION**

To the knowledge of the City, there is no legal action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body for which the City has been served with process or official notice or threatened against or affecting the City or any reasonable basis therefore, wherein an unfavorable decision, ruling or finding would adversely affect the transaction contemplated by this Preliminary Official Statement or the validity of the Bonds, the resolutions, or any agreement or instrument to which the City is a party and which is used or contemplated for use in the transactions contemplated by this Preliminary Official Statement, and no member, employee or agent of the City has been served with any legal process regarding such litigation or other proceeding.

To the knowledge of the City, no litigation is pending or threatened which, in the opinion of the City's counsel, if decided adversely to the City would be likely to result, either individually or in the aggregate, in final judgments against the City which would materially adversely affect its ability to meet debt service payments on the Bonds when due, or its obligations under the resolutions, or materially adversely affect its financial condition.

## **DEBT PAYMENT HISTORY**

The City knows of no instance in which it has defaulted in the payment of principal or interest on its debt.

## LEGALITY

The Bonds are subject to approval as to certain matters by Ahlers & Cooney, P.C. of Des Moines, Iowa as Bond Counsel. Bond Counsel has not participated in the preparation of this Preliminary Official Statement and will not pass upon its accuracy, completeness or sufficiency. Bond Counsel has reviewed or prepared information describing the terms of the Bonds, Iowa and Federal law pertinent to the validity of and the tax-exempt status of interest on the Bonds, which can be found generally under the sections “AUTHORITY AND PURPOSE”, “OPTIONAL REDEMPTION OF THE BONDS”, “PAYMENT OF AND SECURITY FOR THE SERIES 2024A BONDS”, “PAYMENT OF AND SECURITY FOR THE SERIES 2024B BONDS” and “TAX MATTERS”, herein. Additionally, Bond Counsel has provided its Forms of Legal Opinions and Forms of Continuing Disclosure Certificates, included in APPENDIX C and APPENDIX E, respectively, within this Preliminary Official Statement. The “FORMS OF LEGAL OPINIONS” as set out in APPENDIX C to this Preliminary Official Statement, will be delivered at closing.

The legal opinions to be delivered concurrently with the delivery of the Bonds expresses the professional judgment of the attorneys rendering the opinions as to legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

There is no bond trustee or similar person to monitor or enforce the provisions of the resolutions for the Bonds. The owners of the Bonds should, therefore, be prepared to enforce such provisions themselves if the need to do so arises. In the event of a default in the payment of principal of or interest on the Bonds, there is no provision for acceleration of maturity of the principal of the Bonds. Consequently, the remedies of the owners of the Bonds (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the resolutions) may have to be enforced from year to year. The Series 2024A Bonds are general obligations of the City. The obligation to pay general ad valorem property taxes is secured by a statutory lien upon the taxed property but is not an obligation for which a property owner may be held personally liable in the event of a deficiency. See “LEVIES AND TAX COLLECTIONS” included under the “CITY” section within APPENDIX A herein, for a description of property tax collection and enforcement. The Series 2024B Bonds are NOT general obligations of the City, but are payable solely and only from Net Revenues of the City’s Water Utility as highlighted in APPENDIX B herein. The owners of the Bonds cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Bonds.

In addition, the enforceability of the rights and remedies of owners of the Bonds may be subject to limitation as set forth in Bond Counsel’s opinions. The opinions will state, in part, that the obligation of the City with respect to the Bonds, may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights, heretofore or hereafter, enacted to the extent constitutionally applicable, to the exercise of judicial discretion in appropriate cases.

## TAX MATTERS

Tax Exemptions and Related Considerations: Federal tax law contains a number of requirements and restrictions that apply to the Bonds. These include investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and facilities financed with bond proceeds, and certain other matters. The City has covenanted to comply with all requirements that must be satisfied in order for the interest on the Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Bonds to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Subject to the City’s compliance with the above referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Bonds is excludable from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022.

Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Bonds should consult their tax advisors as to collateral federal income tax consequences.

The interest on the Bonds is NOT exempt from present Iowa income taxes.

Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

NOT-Qualified Tax-Exempt Obligations: The City will NOT designate the Bonds as “qualified tax-exempt obligations” under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

Discount and Premium on Certain Bonds: The initial public offering price of certain Bonds (“Discount Bonds”) may be less than the amount payable on such Discount Bonds at maturity. An amount equal to the difference between the initial public offering price of Discount Bonds (assuming that a substantial amount of the Discount Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bonds. Owners of Discount Bonds should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Bonds (“Premium Bonds”) may be greater than the amount of such Premium Bonds at maturity. An amount equal to the difference between the initial public offering price of Premium Bonds (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes a premium to the initial purchaser of such Premium Bonds. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium on Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

Other Tax Advice: In addition to the income tax consequences described above, potential investors should consider the additional tax consequences of the acquisition, ownership, and disposition of the Bonds. For instance, state income tax law may differ substantially from state to state, and the foregoing is not intended to describe any aspect of the income tax laws of any state. Therefore, potential investors should consult their own tax advisors with respect to federal tax issues and with respect to the various state tax consequences of an investment in Bonds.

Audits: The Internal Revenue Service (the “Service”) has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Withholdings: Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Legislation: Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may be considered by the Iowa legislature. Judicial interpretation of state or federal laws, rules or regulations may also affect the tax treatment. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Bonds will not have an adverse effect on the tax status of interest or other income on the or the market value or marketability of the Bonds. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or reduction in the benefit) of the exclusion of interest on the Bonds from gross income for federal or state income tax purposes for all or certain taxpayers.

Current and future legislative proposals, including some that carry retroactive effective dates, if enacted into law, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. From time-to-time proposals are made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Bonds. The introduction or enactment of any such legislative proposals or clarification of the Code may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. The prospective purchaser of the Bonds should consult their own tax advisors regarding any pending or proposed tax legislation, as to which Bond Counsel expresses no opinion except as expressly set forth in “APPENDIX C” to this Preliminary Official Statement.

Enforcement: Holders of the Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the resolutions for the Bonds. There is no trustee or similar person to monitor or enforce the terms of the resolutions for the Bonds. In the event of a default in the payment of principal of or interest on the Bonds, there is no provision for acceleration of maturity of the principal of the Bonds. Consequently, the remedies of the owners of the Bonds (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the resolutions for the Bonds) may have to be enforced from year to year. The enforceability of the rights and remedies of owners of the Bonds may be subject to limitation as set forth in Bond Counsel’s opinions.

The owners of the Bonds cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Bonds. In addition, the enforceability of the rights and remedies of owners of the Bonds may be subject to limitation as set forth in Bond Counsel’s opinions. The opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and to the exercise of judicial discretion in appropriate cases.

No representation is made, and no assurance is given, that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the resolutions for the Bonds, including principal of and interest on the Bonds.

Opinions: The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Bond Counsel’s opinions are not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described in this section. No ruling has been sought from the Service with respect to the matters addressed in the opinions of Bond Counsel and Bond Counsel’s opinions are not binding on the Service. Bond Counsel assumes no obligation to update its opinions after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise.

*ALL POTENTIAL PURCHASERS OF THE BONDS SHOULD CONSULT WITH THEIR TAX ADVISORS WITH RESPECT TO FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE BONDS (INCLUDING BUT NOT LIMITED TO THOSE LISTED ABOVE).*

## **BONDHOLDER'S RISKS**

### **With Respect to the Bonds**

An investment in the Bonds is subject to certain risks. No person should purchase the Bonds unless such person understands the risks described below and is willing to bear those risks. There may be other risks not listed below which may adversely affect the value of the Bonds. An investment in the Bonds involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Preliminary Official Statement (including the Appendices hereto) in order to make a judgment as to whether the Bonds are an appropriate investment.

Secondary Market Not Established: There is no established secondary market for the Bonds, and there is no assurance that a secondary market will develop for the purchase and sale of the Bonds. Prices of municipal bonds traded in the secondary market, if any, are subject to adjustment upward and downward in response to changes in the credit markets and changes in the operating performance of the entities operating the facilities subject to bonded indebtedness. From time to time it may be necessary to suspend indefinitely secondary market trading in selected issues of municipal bonds as a result of the financial condition or market position, prevailing market conditions, lack of adequate current financial information about the entity, operating the subject facilities, or a material adverse change in the operations of that entity, whether or not the subject bonds are in default as to principal and interest payments, and other factors which, may give rise to uncertainty concerning prudent secondary market practices.

Municipal bonds are generally viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

*EACH PROSPECTIVE PURCHASER(S) IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE BONDS, IF ANY, COULD BE LIMITED.*

Ratings Loss: Moody's Investors Service, Inc. ("Moody's") has assigned a rating of '\_\_\_' to the Series 2024A Bonds and a rating of '\_\_\_' to the Series 2024B Bonds. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance the ratings will continue for any given period of time, or that such ratings will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

Rating agencies are currently not regulated by any regulatory body. Future regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Bonds.

Matters Relating to Enforceability: Holders of the Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including but not limited to, the right to a proceeding in the law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the resolutions for the Bonds.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the resolutions for the Bonds. The opinion, to be delivered concurrently with the delivery of the Bonds, will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principals of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the resolutions for the Bonds, including principal of and interest on the Bonds.

Forward-Looking Statements: This Preliminary Official Statement contains statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in this Preliminary Official Statement, the words “estimate,” “forecast,” “intend,” “expect” and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the City to pay debt service when due on the Bonds.

Financial Condition of the City from time to time: No representation is made as to the future financial condition of the City. Certain risks discussed herein could adversely affect the financial condition and or operations of the City in the future. The Series 2024A Bonds are secured by an unlimited ad valorem property tax as described more fully in the “PAYMENT OF AND SECURITY FOR THE SERIES 2024A BONDS” herein. The Series 2024B Bonds are secured solely and only from Net Revenues of the City’s Water Utility as described more fully in the “PAYMENT OF AND SECURITY FOR THE SERIES 2024B BONDS” herein.

Potential Impacts Resulting from Epidemics or Pandemics: The City’s finances may be materially adversely affected by unforeseen impacts of future public health events, including epidemics and pandemics. The City cannot predict future impacts of epidemics or pandemics, any similar outbreaks, or their impact on travel, on assemblies or gatherings, on the State, national or global economy, or on securities markets, or whether any such disruptions may have a material adverse impact on the financial condition or operations of the City, included but not limited to the payment of debt service on any of its outstanding debt obligations.

Loss of Tax Base and Net Revenues/Climate Impacts: Economic and other factors beyond the City’s control, such as economic recession, deflation of property values, or financial difficulty or bankruptcy by one or more major property taxpayers or rate payers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, fire or other natural disaster, could cause a reduction in the assessed value within the corporate boundaries of the City or the Net Revenues of the Water Utility. In addition, the State of Iowa has been susceptible to tornados, flooding and other extreme weather wherein winds and flooding have from time to time caused significant damage, which if such events were to occur, may have an adverse impact on the City’s financial position.

Tax Matters and Loss of Tax Exemption: As discussed under the heading “TAX MATTERS” herein, the interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the City in violation of its covenants in the resolutions for the Bonds. Should such an event of taxability occur, the Bonds would not be subject to a special prepayment and would remain outstanding until maturity or until prepaid under the prepayment provisions contained in the Bonds, and there is no provision for an adjustment of the interest rates on the Bonds.

It is possible further legislation will be proposed or introduced that could result in changes in the way that tax exemptions are calculated, or whether interest on certain securities are exempt from taxation at all. Prospective purchasers should consult with their own tax advisors regarding any pending or proposed federal income tax legislation. The likelihood of legislation being enacted cannot be reliably predicted.

It is also possible actions of the City, after the closings of the Bonds, will alter the tax status of the Bonds, and in the extreme, remove the tax-exempt status from the Bonds. In that instance, the Bonds are not subject to mandatory prepayment and the interest rates on the Bonds does not increase or otherwise reset. A determination of taxability on the Bonds after closing could materially adversely affect the value and marketability of the Bonds.

Federal Tax Legislation: From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals pending in Congress that could, if enacted, alter or amend one or more of the federal (or state) tax matters described herein in certain respects or would adversely affect the market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. In addition, regulatory actions are from time to time announced or proposed and litigation threatened or commenced, which if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Cybersecurity: The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the City will be completely successful to guard against and prevent cyber threats and attacks. Failure to properly maintain functionality, control, security, and integrity of the City's information systems could impact business operations and/or digital networks and systems and the costs of remedying any such damage could be significant. Along with significant liability claims or regulatory penalties, any security breach could have a material adverse impact on the City's operations and financial condition.

The City maintains insurance policies to cover general liabilities including cyber liability. The City cannot predict whether these policies would be sufficient in the event of a cyber breach. The Series 2024A Bonds are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE SERIES 2024A BONDS" and the Series 2024B Bonds are secured solely and only from Net Revenues of the City's Water Utility as described more fully in the "PAYMENT OF AND SECURITY FOR THE SERIES 2024B BONDS" herein.

Pensions: Pursuant to Governmental Accounting Standards Board ("GASB") Statement No. 68, the City reported a liability of \$6,592,012 within its Annual Comprehensive Financial Report ("ACFR") as of June 30, 2023 for its proportionate share of the net pension liability related to IPERS, as defined herein. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2022, the City's collective proportion was 0.174477% which was an increase of 0.034005% from its proportion measured as of June 30, 2021.

Additionally, the City reported a liability of \$16,262,699 within its ACFR as of June 30, 2023 for its proportionate share of the net pension liability related to MFPRSI, as defined herein. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2022, the City's proportion was 2.89593%, which was an increase of 0.2007% from its proportions measured as of June 30, 2021.

See "EMPLOYEES AND PENSIONS" under the "THE CITY" section included in APPENDIX A to this Preliminary Official Statement for more summary information related to the City's contributions, and APPENDIX D – JUNE 30, 2023 ANNUAL COMPREHENSIVE FINANCIAL REPORT for additional information related to the City's deferred outflows and inflows of resources related to pensions, actuarial assumptions, discount rate and discount rate sensitivity. Changes to the City's pension contributions, or available sources to fund said contributions, may adversely affect the City's financial condition. The Series 2024A Bonds are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE SERIES 2024A BONDS" and the Series 2024B Bonds are secured solely and only from Net Revenues of the City's Water Utility as described more fully in the "PAYMENT OF AND SECURITY FOR THE SERIES 2024B BONDS" herein.

Continuing Disclosure: A failure by the City to comply with continuing disclosure obligations (see “CONTINUING DISCLOSURE” herein) will not constitute an event of default on the Bonds. Any such failure must be disclosed in accordance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”), and may adversely affect the transferability and liquidity of the Bonds and their market price.

Bankruptcy: The rights and remedies available to holders of the Bonds may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor’s rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Bonds and the resolutions for the Bonds, including the opinions of Bond Counsel, will be similarly qualified. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the owners of the Bonds could be prohibited from taking any steps to enforce their rights under the resolutions for the Bonds. In the event the City fails to comply with its covenants under the resolutions for the Bonds or fails to make payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Bonds.

Under Iowa Code Chapter 76, specifically sections 76.16 and 76.16A, as amended, a city, county, or other political subdivision may become a debtor under Chapter 9 of the Federal bankruptcy code, if it is rendered insolvent, as defined in 11 U.S.C. §101(32)(c), as a result of a debt involuntarily incurred. As used therein, “debt” means an obligation to pay money, other than pursuant to a valid and binding collective bargaining agreement or previously authorized bond issue, as to which the governing body of the city, county, or other political subdivision has made a specific finding set forth in a duly adopted resolution of each of the following: (1) all or a portion of such obligation will not be paid from available insurance proceeds and must be paid from an increase in general tax levy; (2) such increase in the general tax levy will result in a severe, adverse impact on the ability of the city, county, or political subdivision to exercise the powers granted to it under applicable law, including without limitation providing necessary services and promoting economic development; (3) as a result of such obligation, the city, county, or other political subdivision is unable to pay its debts as they become due; and (4) the debt is not an obligation to pay money to a city, county, entity organized pursuant to chapter 28E of the Iowa Code, or other political subdivision.

Suitability of Investment: The interest rate borne by the Bonds is intended to compensate the investor for assuming the risk of investing in the Bonds. Each prospective investor should carefully examine this Preliminary Official Statement and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Bonds are an appropriate investment for such investor.

DTC-Beneficial Owners: Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the Registrar to DTC and DTC will credit such distributions to the accounts of the Participants which will, thereafter, credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the City nor the Registrar will have any responsibility or obligation to assure any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be affected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See “BOOK-ENTRY ONLY ISSUANCE.”

### **With Respect to the Series 2024A Bonds**

Changes in Property Taxation: The Series 2024A Bonds are general obligations of the City secured by an unlimited ad valorem property tax as described more fully in the “PAYMENT OF AND SECURITY FOR THE SERIES 2024A BONDS” herein. Prior State Public Health Emergency Declarations, relative to the COVID-19 pandemic, temporarily suspended the provisions that required the imposition of penalty and interest for delay in property tax payments and directed that no such penalty or interest could be imposed for the duration of the declarations and any future extension of the

suspension. No current property tax payment suspensions are imposed, and collections stayed consistent during the pandemic. It is impossible to predict whether the declarations or any amendments to or extensions thereof would have a material effect on the City's ability to collect property taxes necessary for the payment of principal and interest on the Bonds. See "LEVIES AND TAX COLLECTIONS" under "THE CITY" included in APPENDIX A of this Preliminary Official Statement for more information of the City's tax collection history, despite prior suspensions.

From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Such alterations could adversely affect the City's financial condition. Historically, changes to property tax calculations and impositions are imposed on a prospective basis. However, there is no assurance future changes to property taxation by the Iowa General Assembly will not be applied retroactively. See "PROPERTY TAX LEGISLATION" included in APPENDIX A for additional discussion on recent legislative proposals impacting property taxes. It is impossible to predict the outcome of future property taxation changes by the Iowa General Assembly or resulting impacts on the City's financial condition. The Series 2024A Bonds are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE SERIES 2024A BONDS" herein.

Tax Levy Procedures: The Series 2024A Bonds are general obligations of the City, payable from and secured by a continuing ad valorem tax levied against all of the property valuation within the City. As part of the budgetary process each fiscal year, the City will have an obligation to request a debt service levy to be applied against all of the taxable property within the City. A failure on the part of the City to make a timely levy request or a levy request by the City that is inaccurate or is insufficient to make full payments of the debt service of the Series 2024A Bonds for a particular fiscal year may cause bondholders to experience a delay in the receipt of distributions of principal of and/or interest on the Series 2024A Bonds. In the event of a default in the payment of principal of or interest on the Series 2024A Bonds, there is no provision for acceleration of maturity of the principal of the Series 2024A Bonds. Consequently, the remedies of the owners of the Series 2024A Bonds (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the resolution for the Series 2024A Bonds) may have to be enforced from year to year.

Federal Funds Orders and State Funds Legislation: Various federal executive orders, and Iowa Code Chapter 27A (collectively "ICE Enforcement Initiatives"), impose requirements intended to ensure compliance with the federal immigration detention processes. The ICE Enforcement Initiatives impose various penalties for non-compliance, including the loss of state and/or federal funding under certain circumstances. The loss of state and/or federal funds in any significant amount would negatively impact the City's overall financial position and could affect its rating. The Bonds are secured by a debt service levy upon real property in the jurisdictional limits of the City and are not secured by state or federal funds. See "PAYMENT OF AND SECURITY FOR THE SERIES 2024A BONDS" herein.

### **With Respect to the Series 2024B Bonds**

Nature of Obligation: The Series 2024B Bonds are not general obligations of the City but are payable solely and only from the Net Revenues of the Water Utility. The Series 2024B Bonds are not payable by, and have no recourse to, the power of taxation. The bondholders have no lien on or security interest in any of the physical assets of the City, including the Water Utility.

Future revenues and expenses of the City, with respect to the Water Utility, are subject to conditions which may change in the future to an extent that cannot be determined at this time. Future events could reduce water usage, disrupt labor and supply chains and slow or reduce the collection of fees and charges for water usage. These events may upset the assumptions upon which projections of revenues and expenses are based. Because no assurance can be made that actual events will correspond to such assumptions, no assurances can be made that the Net Revenues will be realized in amounts sufficient to pay the debt service on the Series 2024B Bonds.

Revenues and Expenses: Several factors not within the control of the City could affect the City's ability to generate sufficient Net Revenues to pay the debt service on the Series 2024B Bonds. These factors include, but are not limited to, inflation and adverse economic conditions, natural disasters, increases in operation and maintenance costs, unexpected repairs, replacements or improvements to the Water Utility and the ability of the City to supply the services demanded and to maintain necessary rates for those services. Any one of the above factors, among others, individually or combined may cause the City to be unable to generate sufficient Net Revenues to pay debt service on the Series 2024B Bonds.

Environmental Protection Cost and Regulations: The City believes it meets all environmental requirements. In the future, however, environmental protection agencies could adopt more stringent and costly pollution control measures, which would require additional capital and cause added operation and fuel expenses. The City is subject to state and federal environmental laws and regulations. The laws and regulations governing entities such as the Water Utility may be required to expend substantial funds to meet the requirements of such changing laws and regulations in the future. Failure to comply with these laws and regulations may result in the imposition of administrative, civil and criminal penalties, or an injunction requiring the City to take or refrain from taking certain actions. Environmental laws and regulations are complex and change frequently and it is possible that new or stricter standards could be imposed that will require additional capital expenditures or raise operating costs. In addition, failure to comply with regulatory changes, or the inability to comply with regulatory changes, in a timely manner could cause portions the Water Utility to become unavailable resulting in a loss of or disruption of services negatively impacting Net Revenues.

Additional Debt of the Water Utility: Upon the satisfaction of certain conditions set forth in the resolution for the Series 2024B Bonds, the City may issue obligations for the purpose of financing improvements or modifications to the Water Utility, respectively, which obligations could be equally and ratably secured with the Series 2024B Bonds by the Net Revenues of the Water Utility. The City may also issue subordinate obligations.

Natural Disaster: The Water Utility is subject to interruption and loss of business in the event of a disaster, such as a windstorm, fire, derecho, tornado, explosion, flood, sabotage, and other events not now foreseen.

Federal Funds Orders and State Funds Legislation: Various federal executive orders, and Iowa Code Chapter 27A (collectively “ICE Enforcement Initiatives”), impose requirements intended to ensure compliance with the federal immigration detention processes. The ICE Enforcement Initiatives impose various penalties for non-compliance, including the loss of state and/or federal funding under certain circumstances. The loss of state and/or federal funds in any significant amount would negatively impact the City’s overall financial position and could affect its rating. The Series 2024B Bonds are secured solely and only from Net Revenues of the City’s Water Utility as described more fully in the “PAYMENT OF AND SECURITY FOR THE SERIES 2024B BONDS” herein.

Summary: The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Preliminary Official Statement and the Appendices hereto to make a judgment as to whether the Bonds are an appropriate investment.

## **RATINGS**

Moody’s has rated the Series 2024A Bonds as ‘ \_\_\_ ’ and the Series 2024B Bonds as ‘ \_\_\_ ’. In addition, Moody’s currently maintains a rating of ‘Aa1’ on the City’s long-term general obligation debt and a rating of ‘Aa2’ on the City’s long-term water revenue debt. The existing ratings on long-term debt reflect only the view of the rating agency and any explanation of the significance of such ratings may only be obtained from Moody’s. There is no assurance such ratings will continue for any period of time or that they will not be revised or withdrawn. Any revision or withdrawal of the ratings may influence the market price of the Bonds.

## **MUNICIPAL ADVISOR**

The City has retained PFM Financial Advisors LLC, Des Moines, Iowa as Municipal Advisor (the “Municipal Advisor”) in connection with the preparation of the issuance of the Bonds. In preparing the Preliminary Official Statement, the Municipal Advisor has relied on government officials, and other sources to provide accurate information for disclosure purposes. The Municipal Advisor is not obligated to undertake, and has not undertaken, an independent verification of the accuracy, completeness, or fairness of the information contained in the Preliminary Official Statement. PFM Financial Advisors LLC is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

## **CONTINUING DISCLOSURE**

The City will covenant in Continuing Disclosure Certificates for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the “Annual Reports”), and to provide notices of the occurrence of certain enumerated events. The Annual Reports are to be filed by the City not later than two hundred seventy (270) days after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2024, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See APPENDIX E – FORMS OF CONTINUING DISCLOSURE CERTIFICATES. The specific nature of the information to be contained in the Annual Reports or the notices of events, and the manner in which such materials are to be filed, are summarized in APPENDIX E – FORMS OF CONTINUING DISCLOSURE CERTIFICATES. These covenants have been made in order to assist the underwriter in complying with SEC Rule 15c2-12(b)(5) (the “Rule”).

The City is not aware of any instance in the previous five years in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule.

Breach of the undertakings will not constitute a default or an “Event of Default” under the Bonds or the resolutions for the Bonds. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

## **FINANCIAL STATEMENTS**

The City’s Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2023, is reproduced in APPENDIX D. The City’s certified public accountant has not consented to distribution of the audited financial statements and has not undertaken added review of their presentation. Further information regarding financial performance and copies of the City’s prior Annual Comprehensive Financial Reports may be obtained from the City’s Municipal Advisor, PFM Financial Advisors LLC.

## **CERTIFICATION**

The City has authorized the distribution of this Preliminary Official Statement for use in connection with the initial sale of the Bonds. I have reviewed the information contained within the Preliminary Official Statement prepared on behalf of the City by PFM Financial Advisors LLC, Des Moines, Iowa, and to the best of my knowledge, information and belief, said Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading regarding the issuance of \$17,425,000\* General Obligation Bonds Series 2024A and \$4,175,000\* Water Revenue Bonds, Series 2024B.

CITY OF ANKENY, IOWA

/s/ Jennifer Sease, Administrative Services Director

\*Preliminary, subject to change.

## **APPENDIX A**

### **GENERAL INFORMATION ABOUT THE CITY OF ANKENY, IOWA**

*The \$17,425,000\* General Obligation Bonds, Series 2024A (the “Series 2024A Bonds”) are general obligations of the City of Ankeny, Iowa (the “City”) for which the City will pledge its power to levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Series 2024A Bonds.*

\*Preliminary; subject to change.

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## CITY PROPERTY VALUES

### IOWA PROPERTY VALUATIONS

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs the county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The 2022 final Actual Values were adjusted by the Polk County Auditor. The reduced values, determined after the application of rollback percentages, are the taxable values subject to tax levy. For assessment year 2022 (applicable to fiscal year 2023-2024), the taxable value rollback rate is 54.6501% of actual value for residential property; 91.6430% of actual value for agricultural property and 100.0000% of the actual value of utility property. The residential taxable value rollback rate of 54.6501% would apply to the value of each property unit of commercial, industrial and railroad property that exceeds zero dollars (\$0), but does not exceed one hundred fifty thousand dollars (\$150,000) with a taxable value rollback rate of 90.0000% to the value that exceeds one hundred fifty thousand dollars (\$150,000). No adjustment was ordered for utility property because its assessed value did not increase enough to qualify for reduction. Utility property is limited to an 8% annual growth.

The 2023 final Actual Values were adjusted by the Polk County Auditor. The reduced values, determined after the application of rollback percentages, are the taxable values subject to tax levy. For assessment year 2023 (applicable to fiscal year 2024-2025), the taxable value rollback rate is 46.3428% of actual value for residential property; 71.8370% of actual value for agricultural property and 100.0000% of the actual value of utility property. The residential taxable value rollback rate of 46.3428% would apply to the value of each property unit of commercial, industrial and railroad property that exceeds zero dollars (\$0), but does not exceed one hundred fifty thousand dollars (\$150,000) with a taxable value rollback rate of 90.0000% to the value that exceeds one hundred fifty thousand dollars (\$150,000). No adjustment was ordered for utility property because its assessed value did not increase enough to qualify for reduction. Utility property is limited to an 8% annual growth.

The Legislature's intent has been to limit the growth of statewide taxable valuations for the specific classes of property to 3% annually. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services. See "PROPERTY TAX LEGISLATION" herein for a discussion on recent legislative revisions to the administration of certain property taxes in Iowa beginning in Fiscal Year 2024-25.

### PROPERTY VALUATIONS (1/1/2022 Valuation Taxes payable July 1, 2023 through June 30, 2024)

	<u>100% Actual Value</u>	<u>Taxable Value (With Rollback)</u>
Residential	\$6,515,879,214	\$3,493,357,095
Commercial	1,042,947,406	892,059,717
Industrial	308,143,123	268,833,472
Railroads	0	0
Utilities w/o Gas & Electric	<u>814,175</u>	<u>814,175</u>
Gross valuation	\$7,867,783,918	\$4,655,064,459
Less military exemption	<u>(3,437,312)</u>	<u>(3,437,312)</u>
Net valuation	\$7,864,346,606	\$4,651,627,147
TIF increment - (used to compute debt service levies and constitutional debt limit)	\$366,386,434	\$366,386,434
Taxed separately:		
Ag. Land	\$4,851,241	\$4,445,889
Ag. Buildings	\$410,300	\$376,013
Gas & Electric Utilities	\$93,103,809	\$31,762,284

**2022 GROSS TAXABLE VALUATION BY CLASS OF PROPERTY**

	Gross <u>Taxable Valuation</u> <sup>1)</sup>	<u>Percent Total</u>
Residential	\$3,493,357,095	74.54%
Commercial, Industrial and Utility	1,161,707,364	24.78%
Gas & Electric Utilities	<u>31,762,284</u>	<u>0.68%</u>
	\$4,686,826,743	100.00%

1) Excludes Taxable TIF Increment, Ag. Land and Ag. Buildings.

**FUTURE PROPERTY VALUATIONS <sup>1)</sup> (1/1/2023 Valuation Taxes payable July 1, 2024 through June 30, 2025)**

	<u>100% Actual Value</u>	<u>Taxable Value (With Rollback)</u>
Residential	\$8,371,761,287	\$3,820,953,111
Commercial	1,421,680,081	1,224,140,385
Industrial	412,644,819	364,150,636
Railroads	0	0
Utilities w/o Gas & Electric	<u>970,616</u>	<u>970,616</u>
Gross valuation	\$10,207,056,803	\$5,410,214,748
Less exemptions	<u>(21,773,911)</u>	<u>(21,773,911)</u>
Net valuation	\$10,185,282,892	\$5,388,440,837
TIF increment - (used to compute debt service levies and constitutional debt limit)	\$305,279,621	\$305,279,621
Taxed separately:		
Ag. Land	\$6,113,220	\$4,391,563
Ag. Buildings	\$520,400	\$373,840
Gas & Electric Utilities	\$102,582,904	\$30,956,659

1) The City's January 1, 2023 valuations are now available from the State of Iowa and will become effective July 1, 2024.

**TREND OF VALUATIONS**

<u>Assessment Year</u>	<u>Payable Fiscal Year</u>	<u>100% Actual Valuation</u>	<u>Taxable Valuation (With Rollback)</u>	<u>Taxable TIF Increment</u>
2019	2020-21	\$6,757,286,173	\$3,878,916,115	\$298,261,068
2020	2021-22	7,092,010,544	4,148,735,891	307,722,996
2021	2022-23	7,917,095,920	4,476,429,489	351,261,236
2022	2023-24	8,329,098,390	4,683,389,431	366,386,434
2023 <sup>1)</sup>	2024-25	10,599,779,037	5,419,397,496	305,279,621

1) The City's January 1, 2023 valuations are now available from the State of Iowa and will become effective July 1, 2024.

The 100% Actual Valuation, before rollback and after the reduction of the exemptions, include Ag. Land, Ag. Buildings, Taxable TIF Increment and Gas & Electric Utilities. The Taxable Valuation, with the rollback and after the reduction of the exemptions, include Gas & Electric Utilities and exclude Ag. Land, Ag. Buildings and Taxable TIF Increment. Iowa cities certify operating levies against Taxable Valuation excluding the Taxable TIF Increment and debt service levies are certified against Taxable Valuation including the Taxable TIF Increment.

**LARGER TAXPAYERS**

Set forth in the following table are the persons or entities which represent larger taxpayers within the boundaries of the City, as provided by the Polk County Auditor’s Office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. With the exception of the electric and natural gas providers (which is subject to an excise tax in accordance with Iowa Code Chapter 437A), the City’s mill levy is applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

<u>Taxpayer – Legal Name</u> <sup>1)</sup>	<u>Type of Property/Business</u>	<u>1/1/2022 Taxable Valuation</u>
Deere & Company	Commercial/Farm & Construction Equipment	\$66,167,866
Perishable Distributors of Iowa Ltd.	Commercial/Food Distribution	59,461,641
DRA Properties LC	Commercial/Real Estate Development	56,136,540
The Industrial Fund Ankeny LLC	Commercial	33,407,176
Casey’s Retail Company	Commercial/Convenience Stores	32,509,050
Mid-American Energy	Utility	31,559,204
DLE Seven LLC	Commercial/Real Estate Development	31,081,638
Harvester Land Holdings LC	Multiresidential	30,609,521
Denny Elwell Family LC	Commercial/Real Estate Development	26,044,184
Woodland Reserve Apartments LC	Multiresidential	24,960,664

1) This list represents some of the top taxpayers in the City, not necessarily the top 10 taxpayers.

Source: Polk County Auditor’s Office

**PROPERTY TAX LEGISLATION**

Over time, the Iowa Legislature has modified the process and calculation of taxable valuations for various classifications of property. For example, in 2013 maximum annual taxable value growth due to revaluation of residential and agricultural property was reduced from 4% to 3%, rollback calculations were modified, a new multi-residential classification was created, and an appropriation made to replace some lost tax revenue due to rollbacks. In 2019, the process for hearings on total maximum property tax dollars under certain levies in the City’s budget was modified and a super-majority vote required to raise taxes above a prescribed formula. In 2021, the multi-residential classification was removed, and a phase out of the appropriation for rollback initiated. In 2023, SF 181 was signed into law by the Governor on February 20, 2023, effective upon enactment. SF 181 reduced the residential rollback for the 2022 assessment year (affecting Fiscal Year 2023/24) from 56.4919% to 54.6501%. This resulted in a reduction in taxable valuation in the residential, commercial, industrial and railroad property classes upon which the City levies property taxes for Fiscal Year 2023-24.

On May 4, 2023, the Governor signed House File 718 (“HF 718”), a property tax reform law aimed at reducing property tax growth in Iowa. Among other things, HF 718 permanently consolidates several existing city property tax levies and creates a new adjusted city general fund levy (“ACGFL”). To control the growth of property taxes, the new ACGFL is subject to potential limitation or reduction by constraining growth 2% or 3% each year, depending on if certain growth triggers are met or exceeded during the prior year. The levy limitation is only applicable for Fiscal Year 2024-25 through Fiscal Year 2027-28 and will be specific to each city. For Fiscal Year 2023-24, the City calculated the new ACGFL as the baseline rate and the first annual ACGFL adjustment will begin for Fiscal Year 2024-25. The ACGFL rates for Fiscal Years 2024-25 through Fiscal Year 2027-28 are based on growth in city taxable value and the previous year’s city tax rate. Beginning in Fiscal Year 2028-29, all cities may go to a \$8.10 ACGFL maximum and the levy limitation calculation ceases. Certain levies like debt service, pensions, employee benefits and capital improvement reserve fund are not included in the new ACGFL limitation. The City’s recent property valuation growth has, often, exceeded the new legislative caps. Assuming the City exceeds the legislative caps in the future, the City’s general fund levies will lag its relative valuation growth. For Fiscal Year 2024-25, the City’s non-TIF tax valuation growth was 15.72% causing the City’s

property tax growth to be mitigated by the calculations imposed by HF 718. The City’s Budget for Fiscal Year 2024-25 will accommodate this mitigation of tax revenue relative to its non-TIF tax valuation growth.

From time to time, legislative proposals are pending in Congress and the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described herein. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for taxes levied by the City or have an adverse impact on standing appropriations or the future tax collections of the City. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed federal or state tax legislation. The opinions expressed by Bond Counsel are based upon existing legislation as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending federal or state tax legislation.

Notwithstanding any modifications to property tax revenues that may result from prior, or any pending or future legislation, the Bonds are secured by an unlimited ad valorem property tax. See “PAYMENT OF AND SECURITY FOR SERIES 2024A BONDS” herein.

## CITY INDEBTEDNESS

### DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit for the City, based on its 2022 Actual Valuation currently applicable to the Fiscal Year 2023-24, is as follows:

2022 Actual Valuation of Property	\$8,329,098,390 <sup>1)</sup>
Legal Debt Limit of 5%	<u>0.05</u>
Legal Debt Limit	\$416,454,920
Less: Tax Increment Rebate and Lease Agreements	(10,067,364) <sup>2)</sup>
Less: Outstanding General Obligation Debt	<u>(101,425,000) *</u>
Net Debt Limit	\$304,962,556 *

- 1) Actual Valuation of Property as reported by the Iowa Department of Management for Fiscal Year 2023-24.
- 2) As reported by the City pursuant to development agreements for urban renewal projects under the authority of Iowa Code Chapter 403 or other intergovernmental agreements (under Chapter 28E, etc.). The Iowa Supreme Court has not formally ruled on the question of whether contracts to rebate the tax increment generated by a particular development constitutes indebtedness of a City for constitutional debt limit purposes. The amount reported above includes amounts payable under rebate agreements that may not be debt. Some development agreements are subject to the right of annual appropriation by the City, thereby limiting the extent of possible debt to only amounts currently due and appropriated in the current fiscal year. Amounts payable under a particular development agreement may not constitute legal indebtedness but are memorialized in the table above to conservatively state the City's possible financial exposure. Payment of future installments may be dependent upon undertakings by the developers, which may have not yet occurred. The City actively pursues opportunities consistent with the development goals of its various urban renewal plans, which may be amended from time to time, and the City may enter into additional development agreements committing to additional rebate incentive in calendar year 2024 or after. See "OTHER DEBT – Tax Increment Rebate and Lease Agreements" for more information.

\* Preliminary; subject to change.

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**DIRECT DEBT**

**General Obligation Debt Supported by Property Taxes, General Fund, Road Use Tax, TIF, Water, Sewer & Storm Water Fund Revenues (Includes the Series 2024A Bonds)**

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding As of 06/20/24	Principal Abated by Other Sources <sup>1)</sup>
12/14G	\$22,450,000	Refunding	6/28	\$8,165,000	\$0
5/15A	7,750,000	City Improvements	6/25	795,000	0
3/16A	13,090,000	Refunding	6/28	1,345,000	0
5/16B	13,000,000	City Improvements/Refunding	6/26	1,830,000	130,000
5/17A	11,675,000	City Improvements	6/27	2,740,000	255,000
5/18A	17,970,000	City Improvements	6/28	6,600,000	0
5/19A	20,740,000	City Improvements	6/29	10,000,000	1,116,667
6/20A	17,520,000	City Improvements/Refunding	6/30	6,760,000	1,410,000
6/21A	25,045,000	City Improvements/Refunding	6/31	12,825,000	1,775,000
5/22A	31,665,000	City Improvements/Refunding	6/37	22,820,000	2,225,000
6/23B	13,790,000	City Improvements	6/33	10,120,000	205,000
6/24A	17,425,000*	City Improvements	6/34	<u>17,425,000</u> *	<u>860,000</u> *
Total				\$101,425,000 *	\$7,976,667 *

1) General obligation debt service is abated by enterprise funds; including the City’s Water, Sewer and Storm Water Funds. In addition, the General and Road Use Tax Funds abate a portion of the Series 2019A Bonds.

\* Preliminary; subject to change.

**Annual Fiscal Year Debt Service Payments of General Obligation Debt (Includes the Series 2024A Bonds)**

**General Obligation Debt Supported by Property Taxes, General Fund, Road Use Tax, TIF, Water, Sewer & Storm Water Fund Revenues (Includes the Series 2024A Bonds)**

Fiscal Year	Outstanding Bonds		Series 2024A Bonds		Total General Obligation Debt	
	Principal	Principal and Interest	Principal*	Principal and Interest*	Principal*	Principal and Interest*
2024-25	\$16,850,000	\$20,531,763	\$4,640,000	\$5,547,794	\$21,490,000	\$26,079,557
2025-26	15,775,000	18,674,019	4,470,000	5,173,175	20,245,000	23,847,194
2026-27	15,485,000	17,688,781	855,000	1,312,325	16,340,000	19,001,106
2027-28	14,395,000	15,926,300	905,000	1,315,300	15,300,000	17,241,600
2028-29	8,035,000	8,944,175	955,000	1,315,525	8,990,000	10,259,700
2029-30	3,855,000	4,391,825	1,005,000	1,313,000	4,860,000	5,704,825
2030-31	3,220,000	3,578,225	1,060,000	1,312,725	4,280,000	4,890,950
2031-32	2,660,000	2,901,663	1,115,000	1,309,425	3,775,000	4,211,088
2032-33	1,675,000	1,813,963	1,175,000	1,308,100	2,850,000	3,122,063
2033-34	490,000	554,119	<u>1,245,000</u>	1,313,475	1,735,000	1,867,594
2034-35	505,000	554,419			505,000	554,419
2035-36	520,000	553,638			520,000	553,638
2036-37	<u>535,000</u>	552,388			<u>535,000</u>	552,388
Total	\$84,000,000		\$17,425,000*		\$101,425,000*	

\* Preliminary; subject to change.

## OTHER DEBT

### Tax Increment Rebate and Lease Agreements

TIF/Lease Agreements	Total Estimated Payments	Estimated Final Payment Date	Total Estimated Obligation Outstanding as of 06/20/24	Total Estimated Obligations Due as of 06/20/24
Denny Elwell Family	\$202,845	6/30/31	\$202,845	\$202,845
Deere & Company	3,885,129	6/30/30	1,979,565	1,979,565
The Toro Company	5,612,628	6/30/26	2,278,535	2,278,535
Woodman Electrical	2,433	6/30/25	206	206 <sup>2)</sup>
Deere & Company	587,761	6/30/27	280,880	140,440 <sup>2)</sup>
Purfoods	398,948	6/30/24	121,290	121,290 <sup>1)</sup>
Baker Group	1,226,857	6/30/26	598,459	466,242 <sup>2)</sup>
Graham Warehouse	903,876	6/30/24	320,763	320,763 <sup>1)</sup>
Hy-Vee	1,340,880	6/30/25	778,288	778,288 <sup>2)</sup>
Perishable Distributors of Iowa	1,106,507	6/30/26	817,767	490,321 <sup>2)</sup>
Casey's	877,192	6/30/27	790,289	307,100 <sup>2)</sup>
The Toro Company	670,525	6/30/26	519,295	309,104 <sup>2)</sup>
Ruan Transport Corporation	259,908	6/30/27	215,259	103,625 <sup>2)</sup>
Kreg Enterprises	1,047,952	6/30/28	1,047,952	268,122 <sup>2)</sup>
Crosswinds Business Park	225,000	6/30/26	225,000	170,437 <sup>2)</sup>
Ryan Companies	1,766,920	6/30/28	1,766,920	420,216 <sup>2)</sup>
Purfoods	200,000	6/30/28	200,000	59,054 <sup>2)</sup>
Mrs. Clark's Foods	160,000	6/30/27	160,000	61,499 <sup>2)</sup>
Echo Group	830,000	6/30/28	830,000	222,901 <sup>3)</sup>
Taylorred Expressions	150,000	6/30/27	150,000	75,241 <sup>3)</sup>
Pet Parents	425,000	6/30/28	425,000	135,591 <sup>3)</sup>
Opus Development Company	1,056,000	6/30/29	1,056,000	118,691 <sup>3)</sup>
SPAL-USA	1,200,000	6/30/32	1,200,000	0 <sup>4)</sup>
Golf Cart GPS Equipment Lease	136,500	12/31/27	118,206	118,206
Police In-Vehicle and Body Worn Cameras Equipment Lease	896,000	03/31/27	714,600	714,600
Postage Equipment Lease	12,647	03/31/28	12,015	12,015
Police Taser Equipment Leases	192,467	01/31/29	192,467	192,467
<b>Total</b>			<b>\$17,001,601</b>	<b>\$10,067,364</b>

- 1) These TIF rebate agreements are subject to annual appropriation. Payments have been appropriated for Fiscal Year 2023-24, but no payments have been appropriated for Fiscal Year 2024-25.
- 2) These TIF rebate agreements are subject to annual appropriation. Payments have been appropriated for Fiscal Year 2023-24 and Fiscal Year 2024-25.
- 3) These TIF rebate agreements are subject to annual appropriation. No payments have been appropriated for Fiscal Year 2023-24, but payments have been appropriated for Fiscal Year 2024-25.
- 4) These TIF rebate agreements are subject to annual appropriation. No payments have been appropriated for Fiscal Year 2023-24 or Fiscal Year 2024-25.

**WATER UTILITY REVENUE DEBT**

The City has revenue debt outstanding payable solely from Net Revenues of the Water Utility as follows (includes the Series 2024B Bonds)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 06/20/24</u>
5/17B	\$1,605,000	Water Improvements	6/29	\$755,000
5/18B	5,990,000	Water Improvements	6/33	4,000,000
5/19B	5,090,000	Water Improvements	6/34	3,760,000
6/20B	3,375,000	Water Improvements	6/35	2,655,000
4/21B	2,865,000	Water Improvements (SRF Loan)	6/41	2,504,000 <sup>1)</sup>
4/23A	5,783,000	Water Improvements (SRF Loan)	6/43	5,545,000 <sup>2)</sup>
5/23C	3,248,000	Water Improvements (SRF Loan)	6/43	3,247,000 <sup>3)</sup>
12/23D	11,103,000	Water Improvements (SRF Loan)	6/44	11,103,000 <sup>4)</sup>
6/24B	4,175,000*	Water Improvements	6/39	<u>4,175,000</u> *
Total				\$37,744,000 *

- 1) Based on preliminary debt service schedule established prior to the final project draws. The City has drawn \$2,860,000 of the \$2,865,000 as of March 31, 2024.
- 2) Based on preliminary debt service schedule established prior to the final project draws. The City has drawn \$5,013,728 of the \$5,783,000 as of March 31, 2024.
- 3) Based on preliminary debt service schedule established prior to the final project draws. The City has drawn \$2,909,086 of the \$3,248,000 as of March 31, 2024.
- 4) Based on preliminary debt service schedule established prior to the final project draws. The City has drawn \$55,515 of the \$11,103,000 as of March 31, 2024.

\*Preliminary, subject to change.

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**Other Revenue Debt Supported by Sewer Utility Revenues (Debt Issued by the WRA)**

**Des Moines Metropolitan Wastewater Reclamation Authority (“WRA”) Proposed Payment Obligations**

WRA has authorized and is planning to issue the following State Revolving Fund Loans in 2024. The amounts below represent the City’s anticipated share of the debt service payments of the proposed issue. Other participating communities of the WRA pay the remaining amounts. Flow-based allocations are subject to change on an annual basis; as such the amount outstanding may be greater than the amount issued due to fluctuations in flow. The amounts listed below are based on FY 2024-25 WRA flows.

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 06/20/24</u>
TBD	\$3,221,125*	Sewer Improvements	6/39	\$3,221,125 <sup>1)</sup>
TBD	1,604,260*	Sewer Improvements (SRF Loan)	6/46	1,604,260 <sup>2)</sup>
TBD	916,720*	Sewer Improvements (SRF Loan)	6/46	916,720 <sup>3)</sup>
TBD	6,371,460*	Sewer Improvements (SRF Loan)	6/46	<u>6,371,460</u> <sup>4)</sup>
Total				\$12,113,565

- 1) The City’s flow-based share of the WRA’s proposed Series 2024B Bonds in the amount of \$28,110,000.\*
- 2) The City’s flow-based share of the WRA’s proposed SRF Loan in the amount of \$14,000,000.\*
- 3) The City’s flow-based share of the WRA’s proposed SRF Loan in the amount of \$8,000,000.\*
- 4) The City’s flow-based share of the WRA’s proposed SRF Loan in the amount of \$27,000,000.\*

\* Preliminary; subject to change.

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## WRA Issued Revenue Debt Supported by Sewer Utility Revenues

The City is a member of the Des Moines Metropolitan Wastewater Reclamation Authority (the “WRA”) and has entered into a financing agreement with the WRA to provide for the City’s share of capital contribution for the construction and ongoing expansion of a metropolitan wastewater system. The WRA amounts below represent the City’s share of the principal payments of the various issues. Other participating communities within the WRA area pay the remaining amounts. Flow-based allocations are subject to change on an annual basis; as such the amount outstanding may be greater than the amount issued due to fluctuations in flow. The amounts listed below are based on FY 2024-25 WRA flows.

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 06/20/24</u>
6/08A	\$2,011,490	Sewer Improvements (SRF Loan)	6/39	\$1,593,604 <sup>1)</sup>
6/08B	1,217,544	Sewer Improvements (SRF Loan)	6/39	965,158 <sup>2)</sup>
6/08D	551,328	Sewer Improvements (SRF Loan)	6/38	369,545 <sup>3)</sup>
2/09B	1,748,269	Sewer Improvements (SRF Loan)	6/39	1,249,514 <sup>4)</sup>
7/09C	1,914,771	Sewer Improvements (SRF Loan)	6/39	1,368,212 <sup>5)</sup>
4/10A	1,034,697	Sewer Improvements (SRF Loan)	6/40	873,242 <sup>6)</sup>
4/10B	1,456,892	Sewer Improvements (SRF Loan)	6/40	1,094,239 <sup>7)</sup>
6/10C-1	157,155	Sewer Improvements (SRF Loan)	6/32	227,805 <sup>8)</sup>
6/10C-2	1,689,417	Sewer Improvements (SRF Loan)	6/32	1,136,847 <sup>9)</sup>
5/11A	4,807,720	Sewer Improvements (SRF Loan)	6/42	4,978,477 <sup>10)</sup>
1/11B	3,330,040	Sewer Improvements (SRF Loan)	6/41	2,597,904 <sup>11)</sup>
5/11C	1,164,134	Sewer Improvements (SRF Loan)	6/41	1,032,788 <sup>12)</sup>
12/11D	1,784,304	Sewer Improvements (SRF Loan)	6/43	1,773,307 <sup>13)</sup>
5/12B	585,983	Sewer Improvements (SRF Loan)	6/42	473,376 <sup>14)</sup>
5/12C	1,442,340	Sewer Improvements (SRF Loan)	6/43	1,550,861 <sup>15)</sup>
5/12D	560,830	Sewer Improvements (SRF Loan)	6/42	580,628 <sup>16)</sup>
11/12E	2,601,081	Sewer Improvements (SRF Loan)	6/43	2,166,296 <sup>17)</sup>
11/12F	301,979	Sewer Improvements (SRF Loan)	6/43	251,083 <sup>18)</sup>
11/12G	2,726,020	Sewer Improvements (SRF Loan)	6/44	2,838,190 <sup>19)</sup>
4/13A	617,001	Sewer Improvements (SRF Loan)	6/43	664,851 <sup>20)</sup>
1/14A	153,090	Sewer Improvements (SRF Loan)	6/34	113,444 <sup>21)</sup>
2/14C	1,147,716	Sewer Improvements (SRF Loan)	6/34	709,627 <sup>22)</sup>
2/14D	765,300	Sewer Improvements (SRF Loan)	6/34	509,078 <sup>23)</sup>
1/15A	1,282,097	Sewer Improvements (SRF Loan)	6/35	832,463 <sup>24)</sup>
1/15C	356,132	Sewer Improvements (SRF Loan)	6/35	239,048 <sup>25)</sup>
5/15E	4,909,349	Refunding	6/36	3,673,882 <sup>26)</sup>
2/16A	764,720	Sewer Improvements (SRF Loan)	6/35	541,209 <sup>27)</sup>
12/16E	148,867	Sewer Improvements (SRF Loan)	6/36	96,752 <sup>28)</sup>
12/16F	8,505,600	Sewer Improvements (SRF Loan)	6/48	7,661,778 <sup>29)</sup>
12/17A	3,724,380	Sewer Improvements (SRF Loan)	6/49	3,887,466 <sup>30)</sup>
5/18A	411,642	Sewer Improvements (SRF Loan)	6/40	399,690 <sup>31)</sup>
12/18D-1	1,018,000	Sewer Improvements (SRF Loan)	6/39	1,010,455 <sup>32)</sup>
12/18D-2	814,400	Sewer Improvements (SRF Loan)	6/33	435,327 <sup>33)</sup>
12/18E	1,150,340	Sewer Improvements (SRF Loan)	6/40	1,163,547 <sup>34)</sup>
12/18F	610,800	Sewer Improvements (SRF Loan)	6/39	308,591 <sup>35)</sup>
12/19A	1,224,005	Sewer Improvements (SRF Loan)	6/39	1,075,198 <sup>36)</sup>
12/20B	1,135,568	Sewer Improvements (SRF Loan)	6/42	1,217,404 <sup>37)</sup>
4/21A	5,941,251	Refunding	6/34	5,026,539 <sup>38)</sup>
6/22A	2,065,314	Sewer Improvements (SRF Loan)	6/43	2,256,277 <sup>39)</sup>

(Continued on next page)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 06/20/24</u>
12/22B	811,836	Sewer Improvements (SRF Loan)	6/43	814,603 <sup>40)</sup>
12/22C	1,102,860	Sewer Improvements (SRF Loan)	6/43	1,204,341 <sup>41)</sup>
12/22D	2,646,864	Sewer Improvements (SRF Loan)	6/54	3,025,176 <sup>42)</sup>
5/23A	3,552,290	Sewer Improvements (SRF Loan)	6/46	<u>3,552,290</u> <sup>43)</sup>
Total				\$67,540,112

The amounts listed above and on the previous page represent the City's share of the principal payments of the various WRA bond issues. Other participating WRA communities pay the remaining amounts. Flow-based allocations are subject to change on an annual basis; as such the amount outstanding may be greater than the amount issued due to fluctuations in flow.

Notes:

- 1) The City's flow-based share of the WRA's Series 2008A SRF loan outstanding in the amount of \$10,278,000.
- 2) The City's flow-based share of the WRA's Series 2008B SRF loan outstanding in the amount of \$4,090,000.
- 3) The City's flow-based share of the WRA's Series 2008D SRF loan outstanding in the amount of \$1,566,000.
- 4) The City's flow-based share of the WRA's Series 2009B SRF loan outstanding in the amount of \$5,295,000.
- 5) The City's flow-based share of the WRA's Series 2009C SRF loan outstanding in the amount of \$5,798,000.
- 6) The City's flow-based share of the WRA's Series 2010A SRF loan outstanding in the amount of \$5,632,000.
- 7) The City's flow-based share of the WRA's Series 2010B SRF loan outstanding in the amount of \$4,637,000.
- 8) The City's flow-based share of the WRA's Series 2010C-1 SRF loan outstanding in the amount of \$1,988,000.
- 9) The City's flow-based share of the WRA's Series 2010C-2 SRF loan outstanding in the amount of \$9,921,000.
- 10) The City's flow-based share of the WRA's Series 2011A SRF loan outstanding in the amount of \$43,446,000
- 11) The City's flow-based share of the WRA's Series 2011B SRF loan outstanding in the amount of \$11,009,000.
- 12) The City's flow-based share of the WRA's Series 2011C SRF loan outstanding in the amount of \$6,661,000.
- 13) The City's flow-based share of the WRA's Series 2011D SRF loan outstanding in the amount of \$11,437,000.
- 14) The City's flow-based share of the WRA's Series 2012B SRF loan outstanding in the amount of \$2,006,000.
- 15) The City's flow-based share of the WRA's Series 2012C SRF loan outstanding in the amount of \$13,534,000.
- 16) The City's flow-based share of the WRA's Series 2012D SRF loan outstanding in the amount of \$5,067,000.
- 17) The City's flow-based share of the WRA's Series 2012E SRF loan outstanding in the amount of \$9,180,000.
- 18) The City's flow-based share of the WRA's Series 2012F SRF loan outstanding in the amount of \$1,064,000.
- 19) The City's flow-based share of the WRA's Series 2012G SRF loan outstanding in the amount of \$18,305,000.
- 20) The City's flow-based share of the WRA's Series 2013A SRF loan outstanding in the amount of \$5,802,000.
- 21) The City's flow-based share of the WRA's Series 2014A SRF loan outstanding in the amount of \$990,000.
- 22) The City's flow-based share of the WRA's Series 2014C SRF loan outstanding in the amount of \$3,093,000.
- 23) The City's flow-based share of the WRA's Series 2014D SRF loan outstanding in the amount of \$3,436,000.
- 24) The City's flow-based share of the WRA's Series 2015A SRF loan outstanding in the amount of \$5,369,000.
- 25) The City's flow-based share of the WRA's Series 2015C SRF loan outstanding in the amount of \$1,013,000.
- 26) The City's flow-based share of the WRA's Series 2015E Sewer Revenue Refunding Bonds outstanding in the amount of \$21,645,000.
- 27) The City's flow-based share of the WRA's Series 2016A SRF loan outstanding in the amount of \$4,723,000.
- 28) The City's flow-based share of the WRA's Series 2016E SRF loan outstanding in the amount of \$410,000.
- 29) The City's flow-based share of the WRA's Series 2016F SRF loan outstanding in the amount of \$34,561,000.
- 30) The City's flow-based share of the WRA's Series 2017A SRF loan outstanding in the amount of \$33,925,000.
- 31) The City's flow-based share of the WRA's Series 2018A SRF loan outstanding in the amount of \$3,488,000.
- 32) The City's flow-based share of the WRA's Series 2018D-1 SRF loan outstanding in the amount of \$8,818,000.
- 33) The City's flow-based share of the WRA's Series 2018D-2 Taxable SRF loan outstanding in the amount of \$3,799,000.
- 34) The City's flow-based share of the WRA's Series 2018E SRF loan outstanding in the amount of \$10,154,000.
- 35) The City's flow-based share of the WRA's Series 2018F SRF loan outstanding in the amount of \$2,693,000.
- 36) The City's flow-based share of the WRA's Series 2019A SRF loan outstanding in the amount of \$9,383,000.
- 37) The City's flow-based share of the WRA's Series 2020B SRF loan outstanding in the amount of \$10,624,000.
- 38) The City's flow-based share of the WRA's Series 2021A Sewer Revenue Refunding Bonds outstanding in the amount of \$30,570,000.
- 39) The City's flow-based share of the WRA's Series 2022A SRF loan outstanding in the amount of \$19,690,000.
- 40) The City's flow-based share of the WRA's Series 2022B SRF loan outstanding in the amount of \$3,452,000.
- 41) The City's flow-based share of the WRA's Series 2022C SRF loan outstanding in the amount of \$10,510,000.
- 42) The City's flow-based share of the WRA's Series 2022D SRF loan outstanding in the amount of \$26,400,000.
- 43) The City's flow-based share of the WRA's Series 2023A SRF loan outstanding in the amount of \$31,000,000.

**INDIRECT GENERAL OBLIGATION DEBT**

<u>Taxing District</u>	<u>1/1/2023 Taxable Valuation</u> <sup>1)</sup>	<u>Portion of Valuation Within the City</u> <sup>2)</sup>	<u>Percent Applicable</u>	<u>G.O. Debt</u> <sup>3)</sup>	<u>City's Proportionate Share</u>
Polk County	\$36,021,746,937	\$5,729,442,520	15.91%	\$148,116,000	\$23,565,256
Ankeny CSD	5,819,511,347	5,365,800,311	92.20%	28,900,000	26,645,800
North Polk CSD	767,797,489	69,860,842	9.10%	23,060,000	2,098,460
Saydel CSD	1,666,042,907	293,781,367	17.63%	18,985,000	3,347,056
Des Moines Area Comm. College	67,526,147,035	5,729,442,520	8.48%	77,450,000	<u>6,567,760</u>
City's share of total overlapping debt:					\$62,224,332

- 1) Taxable Valuation excludes the exemptions and includes Ag. Land & Buildings, Taxable TIF Increment and all Utilities.
- 2) Valuation excludes the exemptions and includes Ag. Land & Buildings, Taxable TIF Increment, all Utilities and City exempt valuations.
- 3) Includes general obligation bonds, PPEL notes, certificates of participation and new jobs training certificates. Estimate based on publicly available data as of January 23, 2024.

**DEBT RATIOS**

	<u>G.O. Debt</u>	<u>Debt/Actual Market Value (\$10,599,779,037)</u> <sup>1)</sup>	<u>Debt/67,887 Population</u> <sup>2)</sup>
Total General Obligation Debt	\$101,425,000*	0.96%*	\$1,494.03*
Less Debt Paid by Enterprise Funds	<u>(7,976,667)*</u> <sup>3)</sup>		
Net General Obligation Debt	\$93,448,333*	0.88%*	\$1,376.53*
City's share of overlapping debt	\$62,224,332	0.59%	\$916.59

- 1) Based on the City's 2023 actual valuation of property; includes Ag. Land, Ag. Buildings, all Utilities and TIF Increment.
- 2) Based on the 2020 US Census.
- 3) General obligation debt service is abated by enterprise funds including the City's Water, Sewer and Storm Water funds.

\* Preliminary; subject to change.

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## THE CITY

### CITY GOVERNMENT

The City of Ankeny, Iowa incorporated in 1903, operates under a Mayor/Council/City Manager form of government. The City Council is the governing body of the City, consisting of five members elected at large. The City Manager, Mr. David Jones, was appointed by the City Council and is responsible for the day-to-day operations of the City. The Mayor is elected for a term of four years. Under the direction of the City Manager are department directors who administer the specific services offered by the City. In addition, the City Council appoints citizens to serve on special commissions and boards.

### LEVIES AND TAX COLLECTIONS

<u>Fiscal Year</u>	<u>Levy</u>	<u>Collected During Collection Year</u>	<u>Percent Collected</u>
2019-20	\$46,431,530	\$45,983,656	99.03%
2020-21	48,595,518	48,555,896	99.92%
2021-22	50,961,413	50,901,560	99.88%
2022-23	54,946,583	54,917,537	99.95%
2023-24	57,536,146	-----In Process of Collection-----	

Collections include delinquent taxes from all prior years. Taxes in Iowa are delinquent each October 1 and April 1 and a late payment penalty of 1.5% per month of delinquency is enforced as of those dates. If delinquent taxes are not paid, the property may be offered at the regular tax sale on the third Monday of June following the delinquency date. Purchasers at the tax sale must pay an amount equal to the taxes, special assessments, interest and penalties due on the property and funds so received are applied to taxes. A property owner may redeem from the regular tax sale but, failing redemption within three years, the tax sale purchaser is entitled to a deed, which in general conveys the title free and clear of all liens except future tax installments.

### TAX RATES

	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>
	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>
Polk County	7.30880	7.30880	7.13383	6.77099	6.77099
City of Ankeny	10.35000	10.00000	9.95000	9.90000	9.90000
Ankeny Comm. School District	17.52323	17.41039	17.31652	17.05078	16.99602
Saydel Comm. School District	12.89000	12.89000	12.89000	12.89000	12.99801
North Polk Comm. School District	18.99000	18.54662	18.58960	18.74720	18.77122
Des Moines Area Community College	0.65249	0.63533	0.67789	0.69448	0.74410
Broadlawns Medical Center	2.77513	2.67405	2.57740	2.57722	2.63945
County Assessor	0.25455	0.24836	0.19192	0.22542	0.22070
County Ag. Extension	0.03689	0.03502	0.03486	0.03328	0.03346
Des Moines Regional Transit Authority	0.66400	0.66900	0.65206	0.63567	0.62636
State of Iowa	<u>0.00280</u>	<u>0.00270</u>	<u>0.00260</u>	<u>0.00240</u>	<u>0.00180</u>
<b><u>Total City Tax Rate for Resident of:</u></b>					
Ankeny Comm. School District	39.56789	38.98365	38.53708	37.89024	37.93288
Saydel Comm. School District	34.93466	34.46326	34.11056	33.72946	33.93487
North Polk Comm. School District	41.03466	40.11988	39.81016	39.58666	39.70808

## **LEVY LIMITS**

A city's general fund tax levy is limited to \$8.10 per \$1,000 of taxable value, with provision for an additional \$0.27 per \$1,000 levy for an emergency fund which can be used for general fund purposes (Code of Iowa, Chapter 384, Division I). Cities may exceed the \$8.10 limitation upon authorization by a special levy election. Further, there are limited special purpose levies, which may be certified outside of the above-described levy limits (Code of Iowa, Section 384.12). The amount of the City's general fund levy subject to the \$8.10 limitation is \$6.20310 for Fiscal Year 2023-24. In addition, the City does levy a portion of costs for an aviation authority and employee benefits. The City does not levy for the emergency fund. Debt service levies are not limited, rather the City is only subject to the aggregate constitutional debt limits. See "DEBT LIMIT" herein. See "PROPERTY TAX LEGISLATION" herein for a discussion of revisions to the administration of the general fund levy beginning in Fiscal Year 2024-25.

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**CITY FUNDS ON HAND (Cash and Investments as of March 31, 2024)**

Budgeted Funds

General:	
General	\$32,653,758.74
Hotel/Motel Tax	1,201,144.06
Special Revenue:	
Fire Gift	35,474.14
Hawkeye Park Player Fees	27,174.02
Police Gift	14,309.88
Road Use Tax	10,007,043.74
Police Seizure	69,060.16
Tax Increment Financing	8,911,713.58
Police and Fire Retirement	1,018,795.46
Landfill Postclosure	86,375.45
Friends of the Ankeny Library	77,453.71
Park Dedication	499,761.95
Sports Complex Foundation	146,024.06
Ankeny Garden Club	11,291.84
Miracle Park	72,575.08
Dog Park	1,376.46
Parks & Recreation Scholarship	26,882.15
Civic Trust	340,101.38
Debt Service	8,306,688.20
Enterprise:	
Solid Waste	493,013.83
Utility Deposits	429,110.62
Water Operations	21,389,912.84
Water Improvement	1,761,600.00
Water Sinking	3,117,109.29
Sewer Operations	18,266,529.94
Sewer Improvement	3,401,518.12
Storm Water	3,916,592.39
Golf Course	1,864,000.10
Capital Projects:	
Utility Capital Projects	6,432,240.29
Special Assessments	501,846.71
Capital Projects	<u>21,193,631.72</u>
Total Budgeted Funds	<u>\$146,274,109.91</u>

Unbudgeted Funds

Internal Service:	
Revolving	\$889,622.20
Risk Management	1,269,048.79
Health Insurance	6,943,847.75
Sustainability Revolving Loan	29,728.79
Economic Development Revolving	275,791.85
Equipment Reserve	<u>2,150,797.33</u>
Total Unbudgeted Funds	<u>\$11,558,836.71</u>

## EMPLOYEES AND PENSIONS

The City currently has 314 full-time employees, 58 part-time employees and 472 seasonal employees, including a police force of 76 sworn personnel and a fire department of 80 full and part-time firefighters and paramedics. The City participates in two statewide employee retirement systems, the Iowa Public Employees Retirement System (“IPERS”) and the Municipal Fire and Police Retirement System of Iowa (“MFPRSI”). All of the City’s 844 employees, with the exception of full-time police and fire employees, are eligible for inclusion in IPERS pension administered by the State of Iowa (the “State”). The State administers IPERS and a nine-member board of trustees governs the MFPRSI. Though separate and apart from state government, the MFPRSI board is authorized by state legislature, which also establishes by statute the pension and disability benefits and the system’s funding mechanism. All full-time employees must participate in either IPERS or MFPRSI.

Iowa Public Employees Retirement System: The City contributes to IPERS, which is a cost-sharing, multiple-employer, contributory defined benefit public employee retirement system. IPERS provides retirement and death benefits, which are established by state statute, to plan members and beneficiaries. IPERS is authorized to adjust the total contribution rate up or down each year, by no more than 1 percentage point, based upon the actuarially required contribution rate. The City’s contributions to IPERS for the Fiscal Years ended June 30, 2021, 2022 and 2023, as shown below, equal the required contributions for each year.

	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
City’s IPERS Contribution	\$1,335,693	\$1,444,883	\$1,585,885

Pursuant to Governmental Accounting Standards Board (“GASB”) Statement No. 68, the City reported a liability of \$6,592,012 within its Annual Comprehensive Financial Report as of June 30, 2023 for its proportionate share of the IPERS net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of contributions to IPERS relative to the contributions of all IPERS participating employers. At June 30, 2022, the City’s collective proportion was 0.174477%, which was an increase of 0.034005% from its proportion measured as of June 30, 2021.

The City cannot predict the levels of funding that will be required in the future as any IPERS unfunded pension benefit obligation could be reflected in future years in higher contribution rates. The investment of moneys, assumptions underlying the same and the administration of IPERS is not subject to the direction of the City. Thus, it is not possible to predict, control or prepare for future unfunded actuarial liabilities of IPERS (“UAL”). The UAL is the difference between total actuarially accrued liabilities and actuarially calculated assets available for the payment of such benefits. The UAL is based on assumptions as to retirement age, mortality, projected salary increases attributed to inflation, across-the-board raises and merit raises, adjustments, cost-of-living adjustments, valuation of current assets, investment return and other matters. Such UAL could be substantial in the future, requiring significantly increased contributions from the City which could affect other budgetary matters.

The IPERS Annual Comprehensive Financial Report is available on the IPERS website or by contacting IPERS at 7401 Register Drive, Des Moines, IA 50321. The information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

***Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor’s website or links to other internet sites accessed through the IPERS website.***

For additional information on the City’s pensions, including information related to deferred outflows and inflows of resources related to pensions, expenses, actuarial assumptions, discount rate and discount rate sensitivities, refer to Note 9, Pensions – Iowa Public Employees Retirement System (IPERS), beginning on page 55 of the City’s June 30, 2023 Annual Comprehensive Financial Report contained as APPENDIX D of this Preliminary Official Statement.

Municipal Fire and Police Retirement System of Iowa (“MFPRSI”): The City contributes to MFPRSI, which is a cost-sharing, multiple-employer, defined benefit pension plan. MFPRSI provides retirement, disability and death benefits to plan members and beneficiaries. Benefit provisions are established by state statute and vest after four years of credited service. The City’s full-time police officers and fire fighters are enrolled in the MFPRSI.

MFPRSI plan members are required to contribute a percentage of their annual covered salary, and the City is required to contribute at an actuarially determined rate of annual covered payroll. The contribution requirements of plan members and the City are established and may be amended by state statute. The City’s contributions to MFPRSI for the Fiscal Years ended June 30, 2021, 2022 and 2023, as shown below, equal the required contributions for each year.

	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
City’s MFPRSI Contribution	\$2,216,680	\$2,560,639	\$2,694,134

Pursuant to GASB Statement No. 68, the City reported a liability of \$16,262,699 within its Annual Comprehensive Financial Report as of June 30, 2023 for its proportionate share of the MFPRSI net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of contributions to the MFPRSI relative to the contributions of all MFPRSI participating employers. At June 30, 2022, the City’s collective proportion was 2.89593%, which was an increase of 0.2007% from its proportion measured as of June 30, 2021.

The MFPRSI Financial Statements are available on the MFPRSI website or by contacting MFPRSI at 7155 Lake Drive, Suite 201, West Des Moines, IA 50266. The information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

***Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from MFPRSI discussed above or included on the MFPRSI website, including, but not limited to, updates of such information on the State Auditor’s website or links to other internet sites accessed through the MFPRSI website.***

For additional information on the City’s pensions, including information related to deferred outflows and inflows of resources related to pensions, expenses, actuarial assumptions, discount rate and discount rate sensitivities, refer to Note 9, Pensions – Municipal Fire and Police Retirement System of Iowa (MFPRSI), beginning on page 58 of the City’s June 30, 2023 Annual Comprehensive Financial Report contained as APPENDIX D of this Preliminary Official Statement.

**OTHER POST-EMPLOYMENT BENEFITS (OPEB)**

Plan Description: The City administers a single-employer health defined benefit plan which provides medical, prescription drug and dental benefits for employees, retirees and their spouses. Group insurance benefits are established under Iowa Code Chapter 509A.13. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

OPEB Benefits: The medical and prescription drug benefits are provided through a partially self-insured plan administered by Wellmark Blue Cross Blue Shield and dental benefits through a fully insured plan with Delta Dental of Iowa. Individuals who are employed by the City are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirement. Retirees under age 65 pay the same premium for the medical, prescription drug and dental benefits as active employees, which results in an implicit rate subsidy and an OPEB liability. Retired participants must be age 55 or older at retirement. At July 1, 2022, there were 291 active and 8 inactive employees in the plan.

The contribution requirements of plan members are established and may be amended by the City. The current funding policy of the City is to pay health insurance premiums as they occur. The required contribution is based on projected pay-as-you go financing. For Fiscal Year ended June 30, 2023, the City’s recognized an OPEB expense of \$373,354.

Total OPEB Liability: The City’s total OPEB liability at June 30, 2023 was \$2,757,594 and was determined by an actuarial valuation as of July 1, 2022. The following table shows the components of the City’s annual OPEB cost for Fiscal Year ended June 30, 2023, the amount actuarially contributed to the plan, and changes in the City’s total OPEB liability:

Total OPEB liability, beginning of year	\$2,879,256
Changes for the year:	
Service cost	226,522
Interest	96,049
Differences between expected and actual experiences	8,065
Changes in assumptions	(348,878)
Benefit payments	<u>(103,420)</u>
Net changes	<u>(121,662)</u>
Total OPEB liability, end of year	<u>\$2,757,594</u>

For additional information, refer to Note 13, Other Postemployment Benefits (OPEB), beginning on page 66 of the City’s June 30, 2023 Annual Comprehensive Financial Report contained as APPENDIX D of this Preliminary Official Statement.

**UNION CONTRACTS**

The City currently has negotiated contracts with three employee groups. The Ankeny Police Department Employee’s Union (Teamsters), the Ankeny Career Firefighters Union, and the AFSCME Union (Municipal Utilities, Parks & Recreation, and Golf Course employees).

The Ankeny Police Department Employee’s Union approved a four-year contract, beginning July 1, 2022 and ending June 30, 2026; the Ankeny Career Firefighters Union approved a three-year contract, beginning July 1, 2022 and ending June 30, 2025; and the AFSCME Union approved a two-year contract beginning July 1, 2023 and ending June 30, 2025. These contracts include annual cost of living adjustments of 3% and step advancements for those employees eligible.

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## INSURANCE

The City's insurance coverage is as follows:

### Liability:

Legal Liability for Automobile Claims	\$15,000,000
Covered Pollution Cost or Expense for Automobiles	\$15,000,000
Uninsured and Underinsured Motorist	\$500,000/person, \$500,000/occurrence
Legal Liability for General Liability Claims	\$15,000,000
Appeal Bonds, Bail Bonds, Bonds to Release Property	Unlimited
Broad Legal Defense Fund	\$25,000/occurrence, \$25,000/aggregate
Claim and Defense Expenses	Unlimited
Cyber Liability	\$1,000,000/occurrence, \$1,000,000/aggregate
Fire Department Training Activities and Fire Department	\$500,000
Good Samaritan	\$15,000,000
Medical Expenses – Other than Automobiles	\$10,000
Medical Malpractice	\$15,000,000
Member Expenses	\$10,000
Moral Obligation to Pay	\$5,000/occurrence, \$10,000/aggregate
Non-Monetary Relief Defense Expense	\$500,000
Post-Judgment/Pre-Judgment Interest	Unlimited
Stop Gap	\$15,000,000
Pollution Liability Coverage – Pesticides	\$10,000,000
Liquor Liability	\$10,000,000
Public Officials Wrongful Acts	\$15,000,000
Employment Expense	\$15,000,000
Employee Benefit Liability	\$1,000,000
Employment Practices Wrongful Acts	\$15,000,000
Legal Liability for Law Enforcement Claims	\$15,000,000
Anti-Skid Material Storage and Application	\$15,000,000
Chlorine	\$15,000,000
Fungi or Bacteria Clean Up/Injury	\$25,000/occurrence, \$50,000/aggregate
Sewer Back-Up	\$1,000,000/occurrence, \$1,000,000/aggregate
Water Treatment Plant – Clean Up Expense	\$50,000/occurrence, \$50,000/aggregate
Water Treatment Plant – Third Party Liability	\$50,000/occurrence, \$50,000/aggregate

### Property:

Buildings	\$165,713,331
Personal Property	\$9,204,497
Fine Arts	\$80,500
Miscellaneous Property – Scheduled	\$5,246,617
Miscellaneous Property – Unscheduled	\$1,599,622
Vehicles	\$13,706,312

### Crime:

Employee Theft	\$50,000
Forgery or Alteration	\$10,000
Computer Fraud and Funds Transfer	\$10,000

### Excess Policies:

Employee Dishonesty	\$100,000
Employee Dishonesty for Specified Positions	\$500,000
Cyber Liability	\$2,000,000
Worker's Compensation	Statutory
Employee Health Insurance (per member)	Unlimited

## GENERAL INFORMATION

### LOCATION AND TRANSPORTATION

The City is located in central Iowa, approximately six miles north of downtown Des Moines, Iowa and midway between Kansas City, Missouri and Minneapolis, Minnesota. The City is located on Interstate 35, Interstate 80, which bisects Iowa from east to west, passes less than ten miles south of the City. Ankeny’s strategic location is reflected in the number of freight and transportation facilities servicing the City. In addition, the City is serviced by the Des Moines International Airport.

### LARGER EMPLOYERS

A representative list of larger employers in the City is as follows:

<u>Employer</u> <sup>1)</sup>	<u>Type of Business</u>	<u>Approximate Number of Employees</u> <sup>2)</sup>
Ankeny Community School District	Education	2,488
John Deere Des Moines Works	Farm Equipment	1,550
Casey’s General Stores	Retail/Distribution	1,235
Baker Group	Mechanical/Electrical Contractor	922
Des Moines Area Community College	Higher Education	899 <sup>3)</sup>
City of Ankeny	Municipal Government	844
Perishable Distributors of Iowa	Wholesale Meat/Bakery Distributor	827
Mom’s Meals <sup>4)</sup>	Wholesale Distribution	558
Hy-Vee Fresh Commissary	Prepared Food Production	437
Amazon	Retail Distribution	420

- 1) Does not include retail employers.
- 2) Includes full-time, part-time and seasonal employees.
- 3) Does not include student employees and adjunct faculty.
- 4) Purfoods dba Mom’s Meals.

Source: City of Ankeny. The list is updated frequently as changes are identified and is not to be construed as a complete profile.

### BUILDING PERMITS

City officials report the following construction activity as of March 31, 2024. Permits for the City are reported on a calendar year basis.

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
<b>Residential Construction:</b>					
No. of new permits	1,168	956	818	615	147
Valuation	\$297,765,158	\$267,199,991	\$283,937,889	\$206,254,033	\$54,362,535
<b>Commercial Construction:</b>					
No. of new permits	22	28	34	26	2
Valuation	<u>\$65,497,340</u>	<u>\$116,246,592</u>	<u>\$172,457,117</u>	<u>\$54,679,860</u>	<u>\$3,063,263</u>
Total Permits	1,190	984	852	641	149
Total Valuations	\$363,262,498	\$383,446,583	\$456,395,006	\$260,933,893	\$57,425,798

Source: City of Ankeny.

## U.S. CENSUS DATA

	<u>Year</u>	<u>City of Ankeny</u>
Population Trend:	1990 U.S. Census	18,482
	2000 U.S. Census	27,117
	2005 Special Census	36,161
	2010 U.S. Census	45,582
	2015 Special Census	54,598
	2020 U.S. Census	67,887

Source: U.S. Census Bureau

## UNEMPLOYMENT RATES

<u>Annual Averages:</u>	<u>City of Ankeny</u>	<u>Polk County</u>	<u>State of Iowa</u>
2019	2.0%	2.8%	2.7%
2020	4.2%	5.9%	5.2%
2021	3.0%	4.0%	3.8%
2022	2.1%	2.7%	2.7%
2023	2.4%	2.9%	2.9%

Source: U.S. Bureau of Labor Statistics

## EDUCATION

Public education is provided by the Ankeny Community School District, with a 2023 certified enrollment of 12,637.2 students. The Ankeny Community School District, with approximately 2,488 full-time and part-time employees, owns and operates a preschool, eleven elementary schools, four middle schools and two high schools. The Saydel Community School District and the North Polk Community School District also provide public education to residents of the City. Higher education in the area is provided by Des Moines Area Community College located within the City. Simpson College, Iowa State University, Drake University, Grandview University and Upper Iowa University are also higher education institutions within the area. Private education is provided by Ankeny Christian Academy, Faith Baptist Bible College and Seminary and St. Luke the Evangelist Catholic School.

## FINANCIAL SERVICES

Financial services for the residents of the City are provided by Community State Bank, and branch offices of Availa Bank, Bankers Trust Company, BMO, Central Bank, Charter Bank, Chase Bank, First Interstate Bank, First National Bank, Great Southern Bank, Lincoln Savings Bank, Northwest Bank, Two Rivers Bank & Trust, U.S. Bank, N.A. and Wells Fargo Bank, N.A. In addition, financial services for the residents of the City are provided by the following credit unions, Community Choice Credit Union, Green State Credit Union and Veridian Credit Union. Community State Bank and branch offices of First Interstate Bank located within the City report the following deposits as of June 30 for each year:

<u>Year</u>	<u>Community State Bank</u>	<u>First Interstate Bank</u> <sup>1)</sup>
2019	\$705,777,000	\$105,775,000
2020	778,499,000	138,032,000
2021	938,429,000	138,405,000
2022	1,006,837,000	103,772,000
2023	1,073,905,000	64,456,000

1) Great Western Bank merged with First Interstate Bank in February 2022, dba First Interstate Bank.

Source: Federal Deposit Insurance Corporation website

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## **APPENDIX B**

### **DESCRIPTION OF THE MUNICIPAL WATER UTILITY**

*The \$4,175,000\* Water Revenue Bonds, Series 2024B (the "Series 2024B Bonds") ARE NOT GENERAL OBLIGATIONS OF THE CITY but are payable solely and only from a pledge of Net Revenues of the City's Municipal Water Utility.*

\*Preliminary; subject to change.

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## **DESCRIPTION OF THE MUNICIPAL WATER UTILITY**

### **THE WATER UTILITY**

The City owns its Municipal Water Utility (the “Water Utility”). The management and operation of the Water Utility is directed by the City Council. The City Council has complete authority to establish rates and charges for utility services and is not subject to rate regulation by any state agency. The Municipal Utilities Director is responsible for implementation of City Council policies and daily operations of the Water Utility.

The Water Utility accounts for the administration, operation, maintenance, and debt management of the City’s water infrastructure, processing, and delivery system. The Water Utility does not produce its own water, but instead purchases water from the Des Moines Water Works (“DMWW”). The treated water is supplied by DMWW through a network of pumping stations, storage tanks and water mains. DMWW is managed by five Trustees appointed by the City of Des Moines City Council. The Water Utility entered into an agreement with DMWW in 2005 to increase its purchase capacity by 6 million gallons per day to assure adequate supplies of water for the future growth of the community. Currently, the Water Utility has purchased capacity of 8.28 MGD. Other expansion of the Water Utility’s capacity and facilities includes planning for water main extensions, replacement of an underground storage facility, as well as an additional water tower.

The Water Utility currently serves over 28,338 customers with an average aggregate daily usage of 7.0 million gallons per day (“MGD”). The peak day usage by the Water Utility’s customers was 9.14 million gallons in the summer of 2020. The current above ground storage capacity for the Water Utility is 4.5 million gallons through four separate storage facilities. The Water Utility also operates two underground aquifer storage facilities that have a capacity of 4 MGD for 75 days and 1.3 MGD for 35 days thereafter. The Water Utility has over 354 miles of water main and 5,040 fire hydrants. Water is received from DMWW through three separate pumping stations having a total daily deliverable capacity of 15 million gallons.

### **DES MOINES WATER WORKS SYSTEM FACILITIES**

The water sources for the DMWW are the Raccoon River and, since 1981, the Des Moines River. An intake and pumping station was constructed in 1949 for direct withdrawal of water from the Raccoon River, to supplement the underground infiltration gallery, which relies on seepage from the Raccoon River. In 1981, the DMWW constructed facilities to tap the Des Moines River as an additional source of water supply. Wells along the Raccoon River near Maffitt Reservoir just west of Des Moines were added as a water source in 2000 to supply the newly constructed Treatment Plant at Maffitt Reservoir. The Saylorville Water Treatment Plant was constructed in 2010 and draws water from radial collector wells under the influence of the Des Moines River. These sources are used to provide adequate supply in the most cost effective combination.

### **CENTRAL IOWA WATER WORKS**

On January 2, 2024, the City entered into an intergovernmental agreement (the “Agreement”) establishing the City as a member agency within the newly formed Central Iowa Water Works (“CIWW”). The CIWW shall commence operations as a wholesale water supplier to member agencies on January 1, 2025. CIWW will establish a shared regional system of drinking water production and supply facilities under regional governance to produce safe, sufficient, reliable, and reasonably priced drinking water. Under terms of the agreement, CIWW will supply 15.026 MGD of initial allocated capacity to the Water Utility within the limits of its initial capacity allocation of 134.5 MGD. CIWW will construct new or expanded additional water supply facilities consistent with its long-range plan. The City will have certain membership costs as a member agency including, without limitation, an allocated share of CIWW’s reserve funds, debt service payments, capital contributions and operating expenses. The City will pay its membership costs to CIWW each fiscal year from revenues of its Water Utility. Finally, the Agreement outlines the formula to calculate the consideration to be paid to and from member agencies for assets transferred to CIWW. Upon commencement, it is estimated that the City will have a net deficit position of \$17.3 million which will be funded with cash or debt financing of the Water Utility payable in a lump sum within 12 months.

**WATER UTILITY RATES AND CHARGES**

The following Water Utility rates and charges were adopted March 18, 2024 and became effective as shown below.

<u>Water Use Rates</u>	<u>Effective April 1, 2024</u>
First 5,000 Gallons	\$6.83
Over 5,000 Gallons	9.58
<u>Service Availability Charge</u>	<u>Effective April 1, 2024</u>
5/8" Meter	\$10.13
3/4" Meter	14.10
1" Meter	22.05
1 1/2" Meter	41.89
2" Meter	65.72
3" Meter	141.15
4" Meter	399.21
6" Meter	796.24
8" Meter	1,391.78

**WATER UTILITY SALES HISTORY AND TOTAL CHARGES**

<u>Fiscal Year</u>	<u>Total Gallons</u>	<u>Usage Charges</u>	<u>Availability Charges</u>	<u>Other Charges</u>
2019	1,700,655,178	\$8,441,409	\$2,874,153	\$635,094
2020	1,781,494,153	9,490,945	2,978,632	704,325
2021	2,102,293,235	12,055,812	3,138,205	855,713
2022	2,084,643,144	12,476,657	3,355,629	893,627
2023	2,257,189,693	14,199,490	3,592,408	1,004,461

**NUMBER OF WATER UTILITY CUSTOMER ACCOUNTS**

<u>Fiscal Year</u>	<u>Total Water Utility Customers</u>
2019	23,157
2020	24,069
2021	25,514
2022	27,012
2023	28,338

**LARGER WATER UTILITY CUSTOMERS (FY 2022-23)**

<u>Customer Name</u>	<u>% of Total Water Utility Consumption</u>
John Deere Des Moines Works	2.84%
Hy-Vee Fresh Commissary	2.38%
Fieldstream Apartments	0.92%
Mrs. Clarks Foods	0.88%
Autumn Ridge Estates	0.80%
Haverkamp Properties	0.66%
Casey's General Stores	0.58%
Ankeny Community Schools	0.53%
Lake Shore Park Owner	0.34%
Imperial Construction	0.32%

**WATER UTILITY FUNDS ON HAND (As of March 31, 2024)**

Utility Deposits	\$429,110.62
Water Operations	21,389,912.84
Water Improvement	1,761,600.00
Water Sinking (includes Reserve)	<u>3,117,109.29</u>
Total	\$26,697,732.75

**WATER UTILITY EMPLOYEES AND PENSIONS**

The Water Utility currently has 16.15 full-time employees, 11 of which are represented by the AFSCME Union.

The Water Utility is current in its obligation to IPERS, which has been as follows: Fiscal Year 2020-21 \$98,483, Fiscal Year 2021-22 \$101,460 and Fiscal Year 2022-23 \$110,069.

## WATER UTILITY HISTORICAL CASHFLOW AND ANTICIPATED DEBT SERVICE COVERAGE

The following table represents the financial performance of the Water Utility for Fiscal Year 2018-19 through Fiscal Year 2022-23 using information from the City’s Annual Comprehensive Financial Reports (“ACFR”). Based on the Fiscal Year 2022-23 ACFR, the Water Utility produced Net Revenues for debt service of \$7,457,046 which would produce 2.33 times debt service coverage of the anticipated \$3,200,634 maximum annual debt service in the Fiscal Year 2028-29. In addition, the table below provides a projection of the Water Utility’s anticipated operating revenues and expenditures for Fiscal Year 2023-24. The projected financial performance cannot be guaranteed and is subject to change.

	Annual Comprehensive Financial Reports					Revised Budget
	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
<b>OPERATING REVENUES</b>						
Usage Fees	\$8,614,127	\$9,479,446	\$12,021,618	\$12,709,187	\$13,860,182	\$15,117,555
Service Availability Charge	2,870,716	2,977,547	3,131,823	3,344,479	3,589,202	3,770,098
Misc Charges	1,436,954	2,205,321	3,119,184	1,510,537	2,434,911	2,271,000
Other Revenues	<u>78,382</u>	<u>78,382</u>	<u>104,105</u>	<u>416,491</u>	<u>393,857</u>	<u>55,983</u>
<b>Total Operating Revenues</b>	<b>\$13,000,179</b>	<b>\$14,740,696</b>	<b>\$18,376,730</b>	<b>\$17,980,694</b>	<b>\$20,278,152</b>	<b>\$21,214,636</b>
<b>OPERATING EXPENSES</b>						
Personal Services	\$1,318,511	\$1,413,600	\$1,542,693	\$1,416,848	\$1,471,011	\$1,776,590
Contractual Services	1,472,023	1,664,700	1,880,092	2,103,235	2,362,960	2,807,422
Des Moines Water Works	5,231,831	5,691,846	6,948,902	7,462,547	8,112,126	9,962,975
Operating Supplies	581,274	725,669	958,759	639,175	933,841	1,015,723
Depreciation	<u>1,247,441</u>	<u>1,329,496</u>	<u>1,472,406</u>	<u>1,616,056</u>	<u>1,710,042</u>	<u>1,795,544</u>
<b>Total Operating Expense</b>	<b>\$9,851,080</b>	<b>\$10,825,311</b>	<b>\$12,802,852</b>	<b>\$13,237,861</b>	<b>\$14,589,980</b>	<b>\$17,358,254</b>
<b>Net Operating Income</b>	<b>\$3,149,099</b>	<b>\$3,915,385</b>	<b>\$5,573,878</b>	<b>\$4,742,833</b>	<b>\$5,688,172</b>	<b>\$3,856,382</b>
Add: Depreciation	1,247,441	1,329,496	1,472,406	1,616,056	1,710,042	1,795,544
Interest on Reserves	<u>41,674</u>	<u>45,762</u>	<u>10,731</u>	<u>22,568</u>	<u>58,832</u>	<u>105,000</u>
<b>Net Revenue for Debt Service</b>	<b>\$4,438,214</b>	<b>\$5,290,643</b>	<b>\$7,057,015</b>	<b>\$6,381,457</b>	<b>\$7,457,046</b>	<b>\$5,756,926</b>
<b>Water Revenue Debt Payments</b>						
Water SRF, Series 2001	\$59,440	\$59,320	\$60,210	\$0	\$0	\$0
Water Ref Bonds, 2014D	239,550	240,350	241,050	244,450	0	0
Water Ref Bonds, 2014E	610,894	616,294	616,394	611,244	0	0
Water Revenue Bonds, 2017B	167,169	162,569	162,969	163,169	163,169	162,969
Water Revenue Bonds, 2018B	517,933	518,331	517,831	518,081	521,331	520,681
Water Revenue Bonds, 2019B	0	456,081	457,300	454,550	456,300	452,300
Water Revenue Bonds, 2020B	0	0	206,131	279,475	278,625	277,625
Water SRF Notes, 2021B	0	0	0	132,827	172,798	175,540
Water SRF Notes, 2023A	0	0	0	0	64	325,552
Water SRF Notes, 2023C	0	0	0	0	0	52,817
Water SRF Notes, 2023D	0	0	0	0	0	10,449
Water Revenue Bonds, 2024B	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Total Parity Revenue Debt</b>	<b>\$1,594,986</b>	<b>\$2,052,945</b>	<b>\$2,261,885</b>	<b>\$2,403,795</b>	<b>\$1,592,287</b>	<b>\$1,977,934</b>
<b>G.O. Debt Service</b>	<b><u>\$205,799</u></b>	<b><u>\$129,341</u></b>	<b><u>\$149,679</u></b>	<b><u>\$89,000</u></b>	<b><u>\$87,583</u></b>	<b><u>\$87,750</u></b>
<b>Total Debt Service</b>	<b>\$1,800,785</b>	<b>\$2,182,286</b>	<b>\$2,411,564</b>	<b>\$2,492,795</b>	<b>\$1,679,870</b>	<b>\$2,065,684</b>
<b>Debt Service Coverage</b>						
Net Revenues/ Revenue Debt	2.78	2.58	3.12	2.65	4.68	2.91
Net Revenues/ All Debt	2.46	2.42	2.93	2.56	4.44	2.79
<b>CASHFLOW AFTER DEBT</b>	<b>\$2,637,429</b>	<b>\$3,108,357</b>	<b>\$4,645,451</b>	<b>\$3,888,662</b>	<b>\$5,777,176</b>	<b>\$3,691,242</b>

**WATER UTILITY REVENUE DEBT**

The City has revenue debt outstanding payable solely from Net Revenues of the Water Utility as follows (includes the Series 2024B Bonds)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 06/20/24</u>
5/17B	\$1,605,000	Water Improvements	6/29	\$755,000
5/18B	5,990,000	Water Improvements	6/33	4,000,000
5/19B	5,090,000	Water Improvements	6/34	3,760,000
6/20B	3,375,000	Water Improvements	6/35	2,655,000
4/21B	2,865,000	Water Improvements (SRF Loan)	6/41	2,504,000 <sup>1)</sup>
4/23A	5,783,000	Water Improvements (SRF Loan)	6/43	5,545,000 <sup>2)</sup>
5/23C	3,248,000	Water Improvements (SRF Loan)	6/43	3,247,000 <sup>3)</sup>
12/23D	11,103,000	Water Improvements (SRF Loan)	6/44	11,103,000 <sup>4)</sup>
6/24B	4,175,000*	Water Improvements	6/39	<u>4,175,000</u> *
Total				\$37,744,000 *

- 1) Based on preliminary debt service schedule established prior to the final project draws. The City has drawn \$2,860,000 of the \$2,865,000 as of March 31, 2024.
- 2) Based on preliminary debt service schedule established prior to the final project draws. The City has drawn \$5,013,728 of the \$5,783,000 as of March 31, 2024.
- 3) Based on preliminary debt service schedule established prior to the final project draws. The City has drawn \$2,909,086 of the \$3,248,000 as of March 31, 2024.
- 4) Based on preliminary debt service schedule established prior to the final project draws. The City has drawn \$55,515 of the \$11,103,000 as of March 31, 2024.

\*Preliminary, subject to change.

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**Annual Fiscal Year Debt Service Payments of Water Revenue Debt (Includes the Series 2024B Bonds)**

Fiscal Year	<u>Current Outstanding</u>		<u>Series 2024B Bonds</u>		<u>Total Debt Outstanding</u>	
	<u>Principal</u>	<u>Principal and Interest</u>	<u>Principal*</u>	<u>Principal and Interest*</u>	<u>Principal*</u>	<u>Principal and Interest*</u>
2024-25	\$2,007,000	\$2,678,005	\$180,000	\$397,506	\$2,187,000	\$3,075,511
2025-26	2,077,000	2,769,983	195,000	414,725	2,272,000	3,184,708
2026-27	2,135,000	2,772,438	210,000	419,000	2,345,000	3,191,438
2027-28	2,202,000	2,782,056	220,000	417,450	2,422,000	3,199,506
2028-29	2,262,000	2,785,284	230,000	415,350	2,492,000	3,200,634
2029-30	2,153,000	2,620,211	245,000	417,700	2,398,000	3,037,911
2030-31	2,209,000	2,623,521	260,000	419,225	2,469,000	3,042,746
2031-32	2,261,000	2,621,008	270,000	414,925	2,531,000	3,035,933
2032-33	2,323,000	2,630,334	285,000	415,075	2,608,000	3,045,409
2033-34	1,860,000	2,113,131	300,000	414,400	2,160,000	2,527,531
2034-35	1,448,000	1,661,425	320,000	417,900	1,768,000	2,079,325
2035-36	1,203,000	1,389,060	335,000	415,300	1,538,000	1,804,360
2036-37	1,226,000	1,391,008	355,000	416,875	1,581,000	1,807,883
2037-38	1,251,000	1,394,553	375,000	417,350	1,626,000	1,811,903
2038-39	1,276,000	1,397,660	<u>395,000</u>	416,725	1,671,000	1,814,385
2039-40	1,301,000	1,400,330			1,301,000	1,400,330
2040-41	1,327,000	1,403,563			1,327,000	1,403,563
2041-42	1,179,000	1,232,340			1,179,000	1,232,340
2042-43	1,203,000	1,235,708			1,203,000	1,235,708
2043-44	<u>666,000</u>	677,655			<u>666,000</u>	677,655
Total	\$33,569,000		\$4,175,000*		\$37,744,000*	

\* Preliminary; subject to change.

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## **WATER UTILITY REGULATORY MATTERS**

### General

The Water Utility is subject to the provisions of the Federal Safe Drinking Water Act, as amended, commonly referred to as the “SDWA – Safe Drinking Water Act”, the stated objective of which is to maintain the integrity of public water supplies. The regulatory requirements for SDWA – Safe Drinking Water Act are administered by the United States Environmental Protection Agency (“EPA”) through the Iowa Department of Natural Resources (“IDNR”).

The SDWA – Safe Drinking Water Act imposes numerous permit and regulatory requirements on public water treatment and distribution systems. Drinking water treatment facilities and distribution system owners and operators such as the Water Utility are required to provide treatment as established by federal regulation for all drinking water purchased from Des Moines Water Works or treated at one of our Aquifer Storage Recovery (ASR) wells and delivered to all customers through the distribution system. All drinking water treatment and distribution systems require water supply operation permits issued by IDNR that specify required treatment practices, system monitoring, and raw/finished water testing requirements. The SDWA – Safe Drinking Water Act is enforced by EPA through administrative orders and procedures.

The Water Utility is not aware of or party to any pending or contemplated legal actions by IDNR and/or EPA as it relates the Federal Safe Drinking Water Act requirements at this time.

## **WATER UTILITY CURRENT REGULATORY MATTERS**

### Water Supply Operation Permit

The water supply operation permit for the Water Utility will expire on February 28, 2026. This permit had an effective date of April 5, 2023. The following testing is required by IDNR for distribution system testing.

- 70 routine monthly coliform bacteria tests in the distribution system
- 30 lead and copper samples every 3 years at tier one residences
- Quarterly testing of disinfection by-products (TTHM and HAA)
- Provide daily disinfectant residual levels at connection points and in distribution system
- Provide pumpage or flow at each connection point to consecutive system

In addition, the Water Utility is required to perform the following tests at each of our aquifer storage and recover (“ASR”) wells at prescribed sample intervals.

- Combined radium and gross alpha radiological testing
- Nitrate levels
- Organic and inorganic chemicals (IOC, SOC, VOC)
- Sodium levels

Lastly the Water Utility is required to operate under the rule authorization of the EPA Underground Injection Control program as spelled out in the letter provided to the Water Utility on December 11, 2018 for each of our ASR wells.

## **APPENDIX C**

### **FORMS OF LEGAL OPINIONS**

**APPENDIX D**

JUNE 30, 2023 ANNUAL COMPREHENSIVE FINANCIAL REPORT

## **APPENDIX E**

### **FORMS OF CONTINUING DISCLOSURE CERTIFICATES**

**OFFICIAL BID FORM – SERIES 2024A BONDS**

TO: City Council of  
City of Ankeny, Iowa

Sale Date: May 20, 2024  
10:00 A.M., Central Time

RE: \$17,425,000\* General Obligation Bonds, Series 2024A (the “Series 2024A Bonds”)

This bid is a firm offer for the purchase of the Series 2024A Bonds identified in the TERMS OF OFFERING, on the terms set forth in this bid form, the TERMS OF OFFERING, and is not subject to any conditions, except as permitted by the TERMS OF OFFERING.

For all or none of the above, the Series 2024A Bonds, in accordance with the TERMS OF OFFERING, we will pay you not less than \$ \_\_\_\_\_ (minimum amount of \$17,285,600) plus accrued interest to date of delivery for fully registered Series 2024A Bonds bearing interest rates and maturing in the stated years as follows:

<u>Coupon</u>	<u>Maturity</u>	<u>Yield</u>	<u>Coupon</u>	<u>Maturity</u>	<u>Yield</u>
_____	2025	_____	_____	2030	_____
_____	2026	_____	_____	2031	_____
_____	2027	_____	_____	2032	_____
_____	2028	_____	_____	2033	_____
_____	2029	_____	_____	2034	_____

\* Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Series 2024A Bonds and to increase or decrease each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$18,000,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2024A Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2024A Bonds will be made while maintaining, as closely as possible, the successful bidder’s net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

We hereby designate that the following Series 2024A Bonds to be aggregated into term bonds maturing on June 1 of the following years and in the following amounts (leave blank if no term bonds are specified):

<u>Years Aggregated</u>	<u>Maturity Year</u>	<u>Aggregate Amount</u>
_____ through _____	_____	_____
_____ through _____	_____	_____

In making this offer we accept all of the terms and conditions of the TERMS OF OFFERING published in the Preliminary Official Statement dated May 6, 2024, and represent we are a bidder with established industry reputation for underwriting new issuances of municipal bonds. In the event of failure to deliver these Series 2024A Bonds in accordance with the TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: \$ \_\_\_\_\_

TRUE INTEREST COST: \_\_\_\_\_ % (Calculated to the dated date of June 20, 2024)

Account Manager: \_\_\_\_\_ By: \_\_\_\_\_

Account Members: \_\_\_\_\_

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Ankeny, Iowa this 20<sup>th</sup> day of May 2024.

Attest: \_\_\_\_\_ By: \_\_\_\_\_

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

**OFFICIAL BID FORM – SERIES 2024B BONDS**

TO: City Council of  
City of Ankeny, Iowa

Sale Date: May 20, 2024  
10:00 A.M., Central Time

RE: \$4,175,000\* Water Revenue Bonds, Series 2024B (the “Series 2024B Bonds”)

This bid is a firm offer for the purchase of the Series 2024B Bonds identified in the TERMS OF OFFERING, on the terms set forth in this bid form, the TERMS OF OFFERING, and is not subject to any conditions, except as permitted by the TERMS OF OFFERING.

For all or none of the above, the Series 2024B Bonds, in accordance with the TERMS OF OFFERING, we will pay you not less than \$ \_\_\_\_\_ (minimum amount of \$4,112,375) plus accrued interest to date of delivery for fully registered Series 2024B Bonds bearing interest rates and maturing in the stated years as follows:

<u>Coupon</u>	<u>Maturity</u>	<u>Yield</u>	<u>Coupon</u>	<u>Maturity</u>	<u>Yield</u>
_____	2025	_____	_____	2033	_____
_____	2026	_____	_____	2034	_____
_____	2027	_____	_____	2035	_____
_____	2028	_____	_____	2036	_____
_____	2029	_____	_____	2037	_____
_____	2030	_____	_____	2038	_____
_____	2031	_____	_____	2039	_____
_____	2032	_____			

\* Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Series 2024B Bonds and to increase or decrease each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$4,500,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2024B Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2024B Bonds will be made while maintaining, as closely as possible, the successful bidder’s net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

We hereby designate that the following Series 2024B Bonds to be aggregated into term bonds maturing on June 1 of the following years and in the following amounts (leave blank if no term bonds are specified):

<u>Years Aggregated</u>	<u>Maturity Year</u>	<u>Aggregate Amount</u>
_____ through _____	_____	_____
_____ through _____	_____	_____

In making this offer we accept all of the terms and conditions of the TERMS OF OFFERING published in the Preliminary Official Statement dated May 6, 2024, and represent we are a bidder with established industry reputation for underwriting new issuances of municipal bonds. In the event of failure to deliver these Series 2024B Bonds in accordance with the TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: \$ \_\_\_\_\_

TRUE INTEREST COST: \_\_\_\_\_ % (Calculated to the dated date of June 20, 2024)

Account Manager: \_\_\_\_\_ By: \_\_\_\_\_

Account Members: \_\_\_\_\_

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Ankeny, Iowa this 20<sup>th</sup> day of May 2024.

Attest: \_\_\_\_\_ By: \_\_\_\_\_

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

(To be published on or before May 14, 2024)

## NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Ankeny, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 410 West 1<sup>st</sup> Street, Ankeny, Iowa 50023; Telephone: 515-965-6400 (the "Issuer") before 10:00 A.M., on the 20<sup>th</sup> day of May, 2024. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2024A, in the amount of \$17,425,000\*, to be dated June 20, 2024

WATER REVENUE BONDS, SERIES 2024B, in the amount of \$4,175,000\*, to be dated June 20, 2024

(collectively the "Bonds")

\*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 410 West 1<sup>st</sup> Street, Ankeny, Iowa 50023.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall, 410 West 1<sup>st</sup> Street, Ankeny, Iowa 50023. The bids must be submitted through the PARITY® competitive bidding system.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa at a meeting of the City Council on the above date at 5:30 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, 410 West 1<sup>st</sup> Street, Ankeny, Iowa 50023; Telephone: 515-965-6400 or the Issuer's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, Telephone: 515-243-2600.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Ankeny, State of Iowa.

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City Clerk, City of Ankeny, State of Iowa

(End of Notice)



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:  
Exercise Financial Discipline

ACTION REQUESTED:  
Resolution

LEGAL:  
Item Reviewed by Legal Counsel

SUBJECT:  
\$4,175,000 Water Revenue Bonds, Series 2024B

EXECUTIVE SUMMARY:  
The \$4,175,000 Water Revenue Bonds, Series 2024B are being proposed to fund the Saylorville Feeder Main Purchase Capacity, NE 36th Street and NE 38th Street Water Main Loop and SE Magazine Ground Storage Tank Repaint projects in the 2024 Capital Improvement Program.

FISCAL IMPACT: **Yes**  
The \$4,175,000 Water Revenue Bonds, Series 2024B will be payable from and secured by the net revenues of the Water Utility.

CITY MANAGER'S RECOMMENDATIONS:  
Recommend resolution directing the advertisement for sale of \$4,175,000 Water Revenue Bonds, Series 2024B, and approving electronic bidding procedures and official statement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

**Action:** Consider motion to adopt RESOLUTION directing the advertisement for sale of \$4,175,000 Water Revenue Bonds, Series 2024B, and approving electronic bidding procedures and official statement.

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Official Statement</a>
<input type="checkbox"/> <a href="#">Notice of Bond Sale</a>

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$4,175,000 WATER REVENUE BONDS, SERIES 2024B, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member \_\_\_\_\_ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

**RESOLUTION**

**RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$4,175,000 WATER REVENUE BONDS, SERIES 2024B, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT**

WHEREAS, the Issuer is in need of funds to pay costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility, including the Saylorville Feeder Main Purchase Capacity, NE 36th Street and NE 38th Street Water Main Loop, and SE Magazine Ground Storage Tank Repaint projects, and it is deemed necessary and advisable that Water Revenue Bonds, to the amount of not to exceed \$4,500,000 be issued for said purpose(s); and

WHEREAS, pursuant to notice published as required by Section of said Code, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisors LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Bonds; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the receipt of electronic bids through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement is hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That Water Revenue Bonds, Series 2024B, of City of Ankeny, State of Iowa, in the amount of \$4,175,000, to be issued as referred to in the preamble of this Resolution, to be dated June 20, 2024, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

Section 4. That the Clerk is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Des Moines Register", a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 20<sup>th</sup> day of May, 2024, at 5:30 P.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by City Officials at 10:00 A.M. on said date. The notice shall be in substantially the following form:

(To be published on or before May 14, 2024)

## NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Ankeny, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 410 West 1<sup>st</sup> Street, Ankeny, Iowa 50023; Telephone: 515-965-6400 (the "Issuer") before 10:00 A.M., on the 20<sup>th</sup> day of May, 2024. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2024A, in the amount of \$17,425,000\*, to be dated June 20, 2024

WATER REVENUE BONDS, SERIES 2024B, in the amount of \$4,175,000\*, to be dated June 20, 2024

(collectively the "Bonds")

\*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 410 West 1<sup>st</sup> Street, Ankeny, Iowa 50023.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall, 410 West 1<sup>st</sup> Street, Ankeny, Iowa 50023. The bids must be submitted through the PARITY® competitive bidding system.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa at a meeting of the City Council on the above date at 5:30 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, 410 West 1<sup>st</sup> Street, Ankeny, Iowa 50023; Telephone: 515-965-6400 or the Issuer's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, Telephone: 515-243-2600.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Ankeny, State of Iowa.

---

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

PASSED AND APPROVED this 6<sup>th</sup> day of May, 2024.

---

Mark E. Holm, Mayor

ATTEST:

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Michelle Yuska, City Clerk

**PRELIMINARY OFFICIAL STATEMENT DATED MAY 6, 2024**

**New Issues**

**Ratings: Application Made to Moody’s Investors Service**

*Assuming compliance with certain covenants, in the opinion of Ahlers & Cooney, P.C., Bond Counsel, under present law and assuming continued compliance with the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), interest on the Bonds is excludable from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. Interest on the Bonds is not exempt from present Iowa income taxes. The Bonds will NOT be designated as “qualified tax-exempt obligations. See “TAX MATTERS” section for a more detailed discussion.*

**CITY OF ANKENY, IOWA**

**\$17,425,000\* General Obligation Bonds, Series 2024A**  
**\$4,175,000\* Water Revenue Bonds, Series 2024B**

BIDS RECEIVED: Monday, May 20, 2024, 10:00 A.M., Central Time  
AWARD: Monday, May 20, 2024, 5:30 P.M., Central Time

**Dated:** Date of Delivery (June 20, 2024)

**Principal Due:** June 1 as shown inside front cover

The \$17,425,000\* General Obligation Bonds, Series 2024A (the “Series 2024A Bonds”) are being issued pursuant to Subchapter III of Chapters 384 and 403 of the Code of Iowa and a resolution (the “Series 2024A Resolution”) to be adopted by the City Council of the City of Ankeny, Iowa (the “City”). Proceeds of the Series 2024A Bonds are being issued to pay costs of carrying out essential corporate and essential corporate urban renewal purpose projects. See “AUTHORITY AND PURPOSE – Series 2024A Bonds” section herein for more detail regarding the Series 2024A Bonds project descriptions. The Series 2024A Bonds are general obligations of the City for which the City will pledge its power of levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Series 2024A Bonds.

The \$4,175,000\* Water Revenue Bonds, Series 2024B (the “Series 2024B Bonds”) are being issued pursuant to Subchapter V of Chapter 384 of the Code of Iowa and a resolution (the “Series 2024B Resolution”) to be adopted by the City Council of the City. Proceeds of the Series 2024B Bonds are being issued to pay the costs of the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the City’s Municipal Water Utility (the “Water Utility”), including the Saylorville Feeder Main Purchase Capacity, NE 36th Street and NE 38th Street Water Main Loop, and SE Magazine Ground Storage Tank Repair projects. The Series 2024B BONDS ARE NOT GENERAL OBLIGATIONS OF THE CITY but are payable solely and only from a pledge of Net Revenues of the Water Utility.

The Series 2024A Bonds and Series 2024B Bonds (collectively, the “Bonds”) will be issued as fully registered Bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). DTC will act as securities depository for the Bonds. Individual purchases may be made in book-entry-only form, in the principal amount of \$5,000 and integral multiples thereof. The Purchaser(s) will not receive certificates representing their interest in the Bonds purchased. Principal of the Bonds, payable annually on each June 1, beginning June 1, 2025, and interest on the Bonds, payable initially on December 1, 2024 and thereafter on each June 1 and December 1, will be paid to DTC by the City’s Registrar/Paying Agent, UMB Bank, N.A., West Des Moines, Iowa (the “Registrar”). DTC will in turn remit such principal and interest to its participants for subsequent disbursements to the beneficial owners of the Bonds as described herein. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar as of the 15<sup>th</sup> day of the month preceding such interest payment date (the “Record Date”).

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**THE BONDS WILL MATURE AS LISTED ON THE INSIDE FRONT COVER**

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	<b><u>SERIES 2024A BONDS</u></b>	<b><u>SERIES 2024B BONDS</u></b>
<b>MINIMUM BID:</b>	\$17,285,600	\$4,112,375
<b>GOOD FAITH DEPOSIT:</b>	\$174,250 Required of Purchaser Only	\$41,750 Required of Purchaser Only
<b>TAX MATTERS:</b>	Federal: Tax-Exempt State: Taxable See “TAX MATTERS” for more details	Federal: Tax-Exempt State: Taxable See “TAX MATTERS” for more details

The Bonds are offered, subject to prior sale, withdrawal or modification, when, as, and if issued subject to the unqualified approving legal opinion of Ahlers & Cooney, P.C., Bond Counsel, Des Moines Iowa, to be furnished upon delivery of the Bonds. It is expected the Bonds in the definitive form will be available on or about June 20, 2024 via Fast Automated Securities Transfer delivery with the Registrar holding the Bonds on behalf of DTC. The Preliminary Official Statement in the form presented is deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to revisions, corrections or modifications as determined to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

\* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without notice. The Bonds may not be sold nor may offers to buy be accepted prior to the time the Preliminary Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the applicable securities laws of any such jurisdiction.

**CITY OF ANKENY, IOWA**

**\$17,425,000\* General Obligation Bonds, Series 2024A**

**MATURITY:** June 1, as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2025	\$4,640,000	2030	\$1,005,000
2026	4,470,000	2031	1,060,000
2027	855,000	2032	1,115,000
2028	905,000	2033	1,175,000
2029	955,000	2034	1,245,000

**\*PRINCIPAL**

**ADJUSTMENT:** Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Series 2024A Bonds and to increase or decrease each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$18,000,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2024A Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2024A Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

**INTEREST:** Interest on the Series 2024A Bonds will be due on December 1, 2024 and semiannually thereafter.

**REDEMPTION:** The Series 2024A Bonds, due after June 1, 2032, will be subject to call on said date or on any date thereafter upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Series 2024A Bonds to be redeemed at the address shown on the registration books.

**CITY OF ANKENY, IOWA**

**\$4,175,000\* Water Revenue Bonds, Series 2024B**

**MATURITY:** June 1, as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2025	\$180,000	2033	\$285,000
2026	195,000	2034	300,000
2027	210,000	2035	320,000
2028	220,000	2036	335,000
2029	230,000	2037	355,000
2030	245,000	2038	375,000
2031	260,000	2039	395,000
2032	270,000		

**\*PRINCIPAL**

**ADJUSTMENT:** Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Series 2024B Bonds and to increase or decrease each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$4,500,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2024B Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2024B Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

**INTEREST:** Interest on the Series 2024B Bonds will be due on December 1, 2024 and semiannually thereafter.

**REDEMPTION:** The Series 2024B Bonds, due after June 1, 2032, will be subject to call on said date or on any date thereafter upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Series 2024B Bonds to be redeemed at the address shown on the registration books.

## COMPLIANCE WITH S.E.C. RULE 15c2-12

Municipal obligations (issued in an aggregate amount over \$1,000,000) are subject to General Rules and Regulations, Securities Exchange Act of 1934, Rule 15c2-12 Municipal Securities Disclosure.

**Preliminary Official Statement:** This Preliminary Official Statement was prepared for the City for dissemination to prospective bidders. Its primary purpose is to disclose information regarding the Bonds to prospective bidders in the interest of receiving competitive bids in accordance with the TERMS OF OFFERING contained herein. Unless an addendum is received prior to the sale, this document shall be deemed the near final "Official Statement".

**Review Period:** This Preliminary Official Statement has been distributed to City staff as well as to prospective bidders for an objective review of its disclosure. Comments, omissions or inaccuracies must be submitted to PFM Financial Advisors LLC (the "Municipal Advisor") at least two business days prior to the sale. Requests for additional information or corrections in the Preliminary Official Statement received on or before this date will not be considered a qualification of a bid received. If there are any changes, corrections or additions to the Preliminary Official Statement, prospective bidders will be informed by an addendum at least one business day prior to the sale.

**Final Official Statement:** Upon award of sale of the Bonds, the legislative body will authorize the preparation of a final Official Statement that includes the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and other information required by law and the identity of the underwriter (the "Syndicate Manager") and syndicate members. Copies of the final Official Statement will be delivered to the Syndicate Manager within seven business days following the bid acceptance.

## REPRESENTATIONS

No dealer, broker, salesman or other person has been authorized by the City, the Municipal Advisor or the underwriters to give any information or to make any representations other than those contained in this Preliminary Official Statement or the final Official Statement and, if given or made, such information and representations must not be relied upon as having been authorized by the City, the Municipal Advisor or the underwriters. This Preliminary Official Statement or the final Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and other sources which are believed to be reliable, but it is not to be construed as a representation by the Municipal Advisor or Underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Preliminary Official Statement or the final Official Statement, nor any sale made thereafter shall, under any circumstances, create any implication there has been no change in the affairs of the City or in any other information contained herein, since the date hereof.

This Preliminary Official Statement and any addenda thereto were prepared relying on information from the City and other sources, which are believed to be reliable.

Bond Counsel has not participated in the preparation of this Preliminary Official Statement and is not expressing any opinion as to the completeness or accuracy of the information contained therein.

Compensation of the Municipal Advisor, payable entirely by the City, is contingent upon the sale of the issues.

# CITY OF ANKENY, IOWA

## Mayor & City Council

<u>Members</u>	<u>Office</u>	<u>Term Expires</u>
Mark Holm	Mayor	December 31, 2025
Bobbi Bentz	Mayor Pro-Tem	December 31, 2027
Jeff Perry	Council Member	December 31, 2027
Joe Ruddy	Council Member	December 31, 2025
Todd Shafer	Council Member	December 31, 2027
Kelly Stearns	Council Member	December 31, 2025

## Administration

David Jones, City Manager  
Mike Schrock, Assistant City Manager  
Jennifer Sease, Administrative Services Director  
Michelle Yuska, City Clerk

## City Attorney

Brick Gentry, P.C.  
West Des Moines, Iowa

## Bond Counsel

Ahlers & Cooney, P.C.  
Des Moines, Iowa

## Municipal Advisor

PFM Financial Advisors LLC  
Des Moines, Iowa

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**OFFICIAL BID FORM - SERIES 2024A BONDS**

**OFFICIAL BID FORM - SERIES 2024B BONDS**

(This page has been left blank intentionally.)

**TERMS OF OFFERING**

**CITY OF ANKENY, IOWA**

**\$17,425,000\* General Obligation Bonds, Series 2024A**

**\$4,175,000\* Water Revenue Bonds, Series 2024B**

Bids for the purchase of the City of Ankeny, Iowa’s (the “City”) \$17,425,000\* General Obligation Bonds, Series 2024A (the “Series 2024A Bonds”) and the \$4,175,000\* Water Revenue Bonds, Series 2024B (the “Series 2024B Bonds”) (collectively, the “Bonds”), will be received on Monday, May 20, 2024 before 10:00 A.M., Central Time, after which time they will be tabulated. The City’s Council will consider award of the Bonds at 5:30 P.M., Central Time, on the same day. Questions regarding the sale of the Bonds should be directed to the City’s Municipal Advisor, PFM Financial Advisors LLC (the “Municipal Advisor”) at 515-724-5724. Information can also be obtained from Ms. Jennifer Sease, Administrative Services Director, City of Ankeny, Iowa at 515-965-6409.

This section sets forth the description of certain terms of the Bonds as well as the TERMS OF OFFERING with which all bidders and bid proposals are required to comply, as follows:

**DETAILS OF THE SERIES 2024A BONDS**

GENERAL OBLIGATION BONDS, SERIES 2024A, in the principal amount of \$17,425,000\*, will be dated the date of delivery (anticipated to be June 20, 2024), in the denomination of \$5,000 or multiples thereof, and will mature June 1, as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2025	\$4,640,000	2030	\$1,005,000
2026	4,470,000	2031	1,060,000
2027	855,000	2032	1,115,000
2028	905,000	2033	1,175,000
2029	955,000	2034	1,245,000

\*Preliminary; subject to change.

**ADJUSTMENT TO THE SERIES 2024A BONDS**

The City reserves the right to increase or decrease the aggregate principal amount of the Series 2024A Bonds and to increase or decrease each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$18,000,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2024A Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2024A Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

## DETAILS OF THE SERIES 2024B BONDS

WATER REVENUE BONDS, SERIES 2024B, in the principal amount of \$4,175,000\*, will be dated the date of delivery (anticipated to be June 20, 2024), in the denomination of \$5,000 or multiples thereof, and will mature June 1, as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2025	\$180,000	2033	\$285,000
2026	195,000	2034	300,000
2027	210,000	2035	320,000
2028	220,000	2036	335,000
2029	230,000	2037	355,000
2030	245,000	2038	375,000
2031	260,000	2039	395,000
2032	270,000		

\* Preliminary; subject to change.

## ADJUSTMENT TO THE SERIES 2024B BONDS

The City reserves the right to increase or decrease the aggregate principal amount of the Series 2024B Bonds and to increase or decrease each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$4,500,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2024B Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2024B Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

## LIEN – SERIES 2024B BONDS

The Series 2024B Bonds will be issued on parity with the \$1,605,000 Water Revenue Bonds, Series 2017B, dated May 31, 2017, of which \$755,000 is currently outstanding, \$5,990,000 Water Revenue Bonds, Series 2018B, dated May 30, 2018, of which \$4,000,000 is currently outstanding, \$5,090,000 Water Revenue Bonds, Series 2019B, dated May 28, 2019, of which \$3,760,000 is currently outstanding, \$3,375,000 Water Revenue Bonds, Series 2020B, dated June 9, 2020, of which \$2,655,000 is currently outstanding, \$2,865,000 Water Revenue Capital Loan Notes, Series 2021B, dated April 23, 2021, of which \$2,504,000 is currently outstanding, \$5,783,000 Water Revenue Capital Loan Notes, Series 2023A, dated April 21, 2023, of which \$5,545,000 is currently outstanding, \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C, dated May 19, 2023, of which \$3,247,000 is currently outstanding, and \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D, dated December 22, 2023, of which \$11,103,000 is currently outstanding (collectively, the “Outstanding Water Obligations”). The Series 2024B Bonds and Outstanding Water Obligations are payable from a pledge of the Net Revenues of the City’s Municipal Water Utility (“Water Utility”).

## ADDITIONAL BONDS TEST – SERIES 2024B BONDS

The City reserves the right and privilege to issue additional bonds from time to time payable from the Net Revenues of the Water Utility and ranking on parity with the Series 2024B Bonds, the Outstanding Water Obligations and any future obligations payable from the Net Revenues of the Water Utility (the “Parity Obligations”), in order to pay the cost of improvements and extensions to the Water Utility or for refunding any outstanding bonds or obligations payable from the Net Revenues of the Water Utility. Before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the City Clerk, a statement of an independent financial consultant, not a regular employee of the

City, reciting the opinion based upon necessary investigations that the Net Revenues of the Water Utility for the preceding fiscal year, with adjustments as provided for in the Series 2024B Resolution, were equal to at least 1.10 times the maximum annual debt service that will be required in any fiscal year prior to the longest maturity of any of the Parity Obligations for both principal of and interest on all Parity Obligations then outstanding which are payable from the Net Revenues of the Water Utility and the additional obligations then proposed to be issued.

#### INTEREST ON THE BONDS

Interest on the Bonds will be payable on December 1, 2024 and semiannually on the 1<sup>st</sup> day of June and December thereafter. Interest and principal shall be paid to the registered holder of a Bond as shown on the records of ownership maintained by the Registrar as of the 15<sup>th</sup> day of the month preceding such interest payment date (the “Record Date”). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

#### OPTIONAL REDEMPTION OF THE BONDS

Bonds, due after June 1, 2032, will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

#### TERM BOND OPTION

Bidders shall have the option of designating the Bonds as serial bonds or term bonds, or both. The applicable bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. (See the “OFFICIAL BID FORM – SERIES 2024A BONDS and OFFICAL BID FORM – SERIES 2024B BONDS” for more information.) In any event, the above principal amounts scheduled shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both.

#### GOOD FAITH DEPOSITS

A good faith deposit in the amount of \$174,250 for the Series 2024A Bonds and \$41,750 for the Series 2024B Bonds (collectively, the “Deposits”) is required from the lowest bidder(s) only for each respective series of the Bonds. The lowest bidder(s) are required to submit such Deposits payable to the order of the City in the form of either (i) a cashier’s check provided to the City or its Municipal Advisor or (ii) a wire transfer as instructed by the City’s Municipal Advisor no later than 12:00 P.M., Central Time, on the day of the sale of the Bonds. If not so received, the bid of the lowest bidder(s) may be rejected, and the City may direct the second lowest bidder(s) to submit a deposit and thereafter may award the sale of each respective series of the Bonds to the same. No interest on the Deposits will accrue to the successful bidder(s) (the “Purchaser(s)”). The Deposits will be applied to the purchase prices of each respective series of Bonds. In the event a Purchaser(s) fails to honor its accepted bid proposal, the applicable deposit will be retained by the City.

#### FORMS OF BIDS AND AWARD

All bids shall be unconditional for each series of the Bonds for a price not less than \$17,285,600 for the Series 2024A Bonds and \$4,112,375 for the Series 2024B Bonds, plus accrued interest, and shall specify the rate or rates of interest in conformity to the limitations set forth under the “BIDDING PARAMETERS” section. Bids must be submitted on or in substantial compliance with the OFFICIAL BID FORMS provided by the City. The Bonds will be awarded to the bidder(s) offering the lowest interest rate to be determined on a true interest cost (the “TIC”) basis assuming compliance with the “ESTABLISHMENT OF ISSUE PRICE” and “GOOD FAITH DEPOSITS” sections. The TIC shall be determined by the present value method, i.e., by ascertaining the semiannual rate, compounded semiannually, necessary to discount to present value as of the dated date of each respective series of Bonds, the amount payable on each interest payment date and on each stated maturity date or earlier mandatory redemption, so the aggregate of such amounts will equal the aggregate purchase price offered therefore. The TIC shall be stated in terms of an annual percentage rate and

shall be that rate of interest, which is twice the semiannual rate so ascertained (also known as the Canadian Method). The TIC shall be as determined by the Municipal Advisor based on the TERMS OF OFFERING and all amendments, and on the bids as submitted. The Municipal Advisor's computation of the TIC of each bid shall be controlling. In the event of tie bids for the lowest TIC, the Bonds will be awarded by lot.

The City will reserve the right to (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Bonds, (ii) reject all bids without cause, and (iii) reject any bid which the City determines to have failed to comply with the terms herein.

### BIDDING PARAMETERS

For each respective series, the bidder's proposal must conform to the following limitations:

1. Each annual maturity must bear a single rate of interest from the dated date of the Bonds to the date of maturity.
2. Rates of interest bid must be in multiples of one-eighth or one-twentieth of one percent.
3. The initial price to the public for each maturity must be 98% or greater.

### RECEIPT OF BIDS

Forms of Bids: Bids must be submitted on or in substantial compliance with the TERMS OF OFFERING and OFFICIAL BID FORM – SERIES 2024A BONDS and OFFICIAL BID FORM – SERIES 2024B BONDS provided by the City or through PARITY® competitive bidding system (the “Internet Bid System”). Neither the City nor its agents shall be responsible for malfunction or mistake made by any person, or as a result of the use of the electronic bid or any other means used to deliver or complete a bid. The use of such means is at the sole risk of the prospective bidder(s) who shall be bound by the terms of the bid as received.

No bid will be accepted after the time specified in the TERMS OF OFFERING and OFFICIAL BID FORM – SERIES 2024A BONDS and OFFICIAL BID FORM – SERIES 2024B BONDS. The time, as maintained by the Internet Bid System, shall constitute the official time with respect to all bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder, the last bid received shall be considered.

Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 410 West 1st Street, Ankeny, Iowa 50023.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall, 410 West 1st Street, Ankeny, Iowa 50023 and/or the City's Municipal Advisor, PFM Financial Advisors LLC, Des Moines, Iowa. Electronic internet bids must be submitted through the Internet Bid System. Information about the electronic Internet Bid System may be obtained by calling 212-849-5021.

Each prospective bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its electronic internet bid in a timely manner and in compliance with the requirements of the TERMS OF OFFERING and OFFICIAL BID FORM – SERIES 2024A BONDS and OFFICIAL BID FORM – SERIES 2024B BONDS. The City is permitting prospective bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the electronic internet bidding and the Internet Bid System is not an agent of the City. Provisions of the TERMS OF OFFERING and OFFICIAL BID FORM – SERIES 2024A BONDS and OFFICIAL BID FORM – SERIES 2024B BONDS shall control in the event of conflict with information provided by the Internet Bid System.

## BOOK-ENTRY-ONLY ISSUANCE

The Bonds will be issued by means of a book-entry-only system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser(s), as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC.

## MUNICIPAL BOND INSURANCE AT PURCHASER’S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefore at the option of the bidder(s), the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser(s). Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the Purchaser(s), except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that initial rating fee. Any other rating agency fees shall be the responsibility of the Purchaser(s). Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the Purchaser(s) shall not constitute cause for failure or refusal by the Purchaser(s) to accept delivery on the Bonds. The City reserves the right in its sole discretion to accept or deny changes to the financing documents requested by the insurer selected by the Purchaser(s).

## DELIVERY

The Bonds will be delivered to the Purchaser(s) via Fast Automated Securities Transfer delivery with the Registrar holding the Bonds on behalf of DTC, against full payment in immediately available cash or federal funds. The Bonds are expected to be delivered within forty-five days after the sale. Should delivery be delayed beyond sixty days from the date of sale for any reason except failure of performance by the Purchaser(s), the Purchaser(s) may withdraw their bid and thereafter their interest in and liability for the Bonds will cease. When the Bonds are ready for delivery, the City will give the Purchaser(s) five working days’ notice of the delivery date and the City will expect payment in full on that date; otherwise, reserving the right at its option to determine that the Purchaser(s) failed to comply with the offer of purchase.

## ELECTRONIC TRANSCRIPTS

The Purchaser(s) consent to the receipt of electronic transcripts and acknowledges the City’s potential use of the electronically executed documents. Iowa Code chapter 554D establishes electronic signatures have the full weight and legal authority as manual signatures.

## ESTABLISHMENT OF ISSUE PRICE

The Purchaser(s) shall assist the City in establishing the issue prices of the Bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto in EXHIBIT 1 - FORMS OF ISSUE PRICE CERTIFICATES to the TERMS OF OFFERING, with such modifications as may be appropriate or necessary in the reasonable judgment of the Purchaser(s), the City and Bond Counsel, will need to be signed by the Purchaser(s). All actions to be taken by the City under the TERMS OF OFFERING to establish the issue price of the Bonds may be taken on behalf of the City by the Municipal Advisor identified herein and any notice or report to be provided to the City may be provided to the Municipal Advisor.

The City intends the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because: (i) the City shall disseminate this TERMS OF OFFERING to potential underwriters in a manner that is reasonably designed to reach potential underwriters; (ii) all bidders shall have an equal opportunity to bid; (iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (iv) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in the TERMS OF OFFERING.

Any bid submitted pursuant to the TERMS OF OFFERING shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event the competitive sale requirements are not satisfied, the City shall so advise the Purchaser(s). The City may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test” is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis. The Purchaser(s) shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall promptly advise the Purchaser(s), at or before the time of award of the Bonds, which maturities of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds. **Prospective bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.**

By submitting a bid, the Purchaser(s) shall (i) confirm the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the Purchaser(s) and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (i) the close of the fifth (5th) business day after the sale date; or (ii) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Purchaser(s) shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The City acknowledges that, in making the representation set forth above, the Purchaser(s) will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event, an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by

the Purchaser(s) that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser(s) and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Purchaser(s) or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser(s) or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this TERMS OF OFFERING. Further, for purposes of this TERMS OF OFFERING: (i) “public” means any person other than an underwriter or a related party, (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), (iii) a Purchaser(s) of any of the Bonds is a “related party” to an underwriter if the underwriter and the Purchaser(s) are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and (iv) “sale date” means the date that the Bonds are awarded by the City to the Purchaser(s).

#### OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds. The Preliminary Official Statement will be further supplemented by offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and the identity of the underwriters, together with any other information required by law or deemed appropriate by the City, shall constitute a final Official Statement of the City with respect to the Bonds, as that term is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, (the “Rule”). By awarding the Bonds to any underwriter or underwriting syndicate submitting an OFFICIAL BID FORM, the City agrees that, no more than seven (7) business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which each respective series of the Bonds are awarded up to 20 copies of the final Official Statement to permit each “Participating Underwriter” (as that term is defined in the Rule) to comply with the provisions of such Rule. The City shall treat the senior managing underwriter of the syndicate to which the Bonds are awarded as its designated agent for purposes of distributing copies of the final Official Statement to the Participating Underwriter. Any underwriter executing and delivering an OFFICIAL BID FORM with respect to the Bonds agrees thereby that if its bid is accepted by the City, (i) it shall accept such designation, and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the final Official Statement.

#### CONTINUING DISCLOSURE

The City will covenant in Continuing Disclosure Certificates for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the “Annual Reports”), and to provide notices of the occurrence of certain enumerated events. The Annual Reports are to be filed by the City not later than two hundred seventy (270) days after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2024, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal

Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See APPENDIX E – FORMS OF CONTINUING DISCLOSURE CERTIFICATES. The specific nature of the information to be contained in the Annual Reports or the notices of events, and the manner in which such materials are to be filed, are summarized in APPENDIX E – FORMS OF CONTINUING DISCLOSURE CERTIFICATES. These covenants have been made in order to assist the Purchaser(s) in complying with SEC Rule 15c2-12(b)(5) (the “Rule”).

The City is not aware of any instance in the previous five years in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule.

Breach of the undertakings will not constitute a default or an “Event of Default” under the Bonds or the resolutions for the Bonds. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

#### CUSIP NUMBERS

It is anticipated the Committee on Uniform Security Identification Procedures (“CUSIP”) numbers will be printed on the Bonds and the Purchaser(s) must agree in the bid proposal to pay the cost thereof. In no event will the City, Bond Counsel or Municipal Advisor be responsible for the review of, or express any opinion that the CUSIP numbers are correct. Incorrect CUSIP numbers on said Bonds shall not be cause for the Purchaser(s) to refuse to accept delivery of said Bonds.

BY ORDER OF THE CITY COUNCIL  
City of Ankeny, Iowa  
/s/ Jennifer Sease, Administrative Services Director

**SCHEDULE OF BOND YEARS**

**\$17,425,000\***

**CITY OF ANKENY, IOWA**

**General Obligation Bonds, Series 2024A**

Series 2024A Bonds Dated: June 20, 2024  
 Interest Due: December 1, 2024 and each June 1 and December 1 to maturity  
 Principal Due: June 1, 2025-2034

<u>Year</u>	<u>Principal *</u>	<u>Bond Years</u>	<u>Cumulative Bond Years</u>
2025	\$4,640,000	4,395.11	4,395.11
2026	4,470,000	8,704.08	13,099.19
2027	855,000	2,519.88	15,619.07
2028	905,000	3,572.24	19,191.31
2029	955,000	4,724.60	23,915.90
2030	1,005,000	5,976.96	29,892.86
2031	1,060,000	7,364.06	37,256.92
2032	1,115,000	8,861.15	46,118.07
2033	1,175,000	10,512.99	56,631.06
2034	1,245,000	12,384.29	69,015.35

Average Maturity (dated date): 3.961 Years

\* Preliminary; subject to change.

**SCHEDULE OF BOND YEARS**

**\$4,175,000\***

**CITY OF ANKENY, IOWA**

**Water Revenue Bonds, Series 2024B**

Series 2024B Bonds Dated: June 20, 2024  
Interest Due: December 1, 2024 and each June 1 and December 1 to maturity  
Principal Due: June 1, 2025-2039

<u>Year</u>	<u>Principal *</u>	<u>Bond Years</u>	<u>Cumulative Bond Years</u>
2025	\$180,000	170.50	170.50
2026	195,000	379.71	550.21
2027	210,000	618.92	1,169.13
2028	220,000	868.39	2,037.51
2029	230,000	1,137.86	3,175.38
2030	245,000	1,457.07	4,632.44
2031	260,000	1,806.28	6,438.72
2032	270,000	2,145.75	8,584.47
2033	285,000	2,549.96	11,134.43
2034	300,000	2,984.17	14,118.60
2035	320,000	3,503.11	17,621.71
2036	335,000	4,002.32	21,624.03
2037	355,000	4,596.26	26,220.29
2038	375,000	5,230.21	31,450.50
2039	395,000	5,904.15	37,354.65

Average Maturity (dated date): 8.947 Years

\* Preliminary; subject to change.

**EXHIBIT 1**

**FORMS OF ISSUE PRICE CERTIFICATES**

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**COMPETITIVE SALES WITH FEWER THAN THREE BIDS  
FROM ESTABLISHED UNDERWRITERS – HOLD OFFERING PRICE**

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**ISSUE PRICE CERTIFICATE**

**\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2024A  
CITY OF ANKENY, IOWA**

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] [("Purchaser")] [the "Representative"]], on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

a) [Purchaser][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

b) As set forth in the Official Terms of Offering and bid award, [Purchaser][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May 28, 2024), or (ii) the date on which [Purchaser][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

d) ***Issuer*** means City of Ankeny, Iowa.

e) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

f) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this

certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 20, 2024.

h) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

i) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [the Purchaser][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C., Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER][REPRESENTATIVE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: June 20, 2024

**SCHEDULE A**  
**SALE PRICES OF THE GENERAL RULE MATURITIES AND**  
**INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

**\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2024A**  
**CITY OF ANKENY, IOWA**

*(Attached)*

**SCHEDULE B  
PRICING WIRE OR EQUIVALENT COMMUNICATION**

**\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2024A  
CITY OF ANKENY, IOWA**

*(Attached)*

---

**COMPETITIVE SALES WITH AT LEAST THREE BIDS FROM ESTABLISHED UNDERWRITERS**

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**ISSUE PRICE CERTIFICATE**

**\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2024A  
CITY OF ANKENY, IOWA**

The undersigned, on behalf of [NAME OF UNDERWRITER] ("Purchaser"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

**1. Reasonably Expected Initial Offering Price.**

a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

**2. Defined Terms.**

a) *Issuer* means City of Ankeny, Iowa.

b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 20, 2024.

e) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

f) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers and Cooney, P.C., Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: June 20, 2024

**SCHEDULE A**

**EXPECTED OFFERING PRICES**

**\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2024A  
CITY OF ANKENY, IOWA**

*(Attached)*

**SCHEDULE B**

**COPY OF UNDERWRITER'S BID**

**\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2024A  
CITY OF ANKENY, IOWA**

*(Attached)*

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**COMPETITIVE SALES WITH FEWER THAN THREE BIDS  
FROM ESTABLISHED UNDERWRITERS – HOLD OFFERING PRICE**

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**ISSUE PRICE CERTIFICATE**

§ \_\_\_\_\_ **WATER REVENUE BONDS, SERIES 2024B  
CITY OF ANKENY, IOWA**

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] [("Purchaser")] [the "Representative"][, on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"),] hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

a) [Purchaser][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

b) As set forth in the Official Terms of Offering and bid award, [Purchaser][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May 28, 2024), or (ii) the date on which [Purchaser][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

d) ***Issuer*** means City of Ankeny, Iowa.

e) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 20, 2024.

h) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

i) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [the Purchaser][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and it's advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C., Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER][REPRESENTATIVE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: June 20, 2024

**SCHEDULE A**  
**SALE PRICES OF THE GENERAL RULE MATURITIES AND**  
**INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

**\$ \_\_\_\_\_ WATER REVENUE BONDS, SERIES 2024B**  
**CITY OF ANKENY, IOWA**

*(Attached)*

**SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**  
**\$ \_\_\_\_\_ WATER REVENUE BONDS, SERIES 2024B**  
**CITY OF ANKENY, IOWA**

*(Attached)*

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**COMPETITIVE SALES WITH AT LEAST THREE BIDS FROM ESTABLISHED UNDERWRITERS**

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**ISSUE PRICE CERTIFICATE**

**\$ \_\_\_\_\_ WATER REVENUE BONDS, SERIES 2024B  
CITY OF ANKENY, IOWA**

The undersigned, on behalf of [NAME OF UNDERWRITER] ("Purchaser"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

**1. Reasonably Expected Initial Offering Price.**

a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

**2. Defined Terms.**

a) *Issuer* means City of Ankeny, Iowa.

b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 20, 2024.

e) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

f) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers and Cooney, P.C., Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: June 20, 2024

**SCHEDULE A**

**EXPECTED OFFERING PRICES**

**\$ \_\_\_\_\_ WATER REVENUE BONDS, SERIES 2024B  
CITY OF ANKENY, IOWA**

*(Attached)*

**SCHEDULE B**

**COPY OF UNDERWRITER'S BID**

**\$ \_\_\_\_\_ WATER REVENUE BONDS, SERIES 2024B  
CITY OF ANKENY, IOWA**

*(Attached)*

# **PRELIMINARY OFFICIAL STATEMENT**

## **CITY OF ANKENY, IOWA**

**\$17,425,000\* General Obligation Bonds, Series 2024A**  
**\$4,175,000\* Water Revenue Bonds, Series 2024B**

### **INTRODUCTION**

This Preliminary Official Statement contains information relating to the City of Ankeny, Iowa (the “City”) and its issuance of \$17,425,000\* General Obligation Bonds, Series 2024A (the “Series 2024A Bonds”) and \$4,175,000\* Water Revenue Bonds, Series 2024B (the “Series 2024B Bonds”) (collectively, the “Bonds”). This Preliminary Official Statement has been executed on behalf of the City and its Administrative Services Director and may be distributed in connection with the sale of the Bonds authorized therein. Inquiries may be directed to the City’s Municipal Advisor, PFM Financial Advisors LLC (the “Municipal Advisor”), 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309, or by telephoning 515-574-5724. Information can also be obtained from Ms. Jennifer Sease, Administrative Services Director, City of Ankeny, 410 West 1st Street, Ankeny, Iowa 50023, or by telephoning 515-965-6409.

### **AUTHORITY AND PURPOSE – SERIES 2024A BONDS**

The Series 2024A Bonds are being issued pursuant to Subchapter III of Chapters 384 and 403 of the Code of Iowa and a resolution (the “Series 2024A Resolution”) to be adopted by the City Council of the City authorizing the issuance of the Series 2024A Bonds. The Series 2024A Bonds are being issued to pay the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon, the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches, the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; equipping of the fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; acquisition of peace officer communication equipment and other emergency services communication equipment and systems; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1989 Ankeny Economic Development Urban Renewal Area, as amended, including the West 1st Street Improvements – Phase 2 project.

\* Preliminary; subject to change.

The estimated sources and uses of the Series 2024A Bonds are as follows:

<u>Sources of Funds*</u>	<u>Series 2024A Bonds</u>
Par Amount	\$17,425,000.00
<u>Uses of Funds*</u>	
Deposit to Project Fund	\$17,187,333.00
Underwriter's Discount	139,400.00
Cost of Issuance and Contingency	<u>98,267.00</u>
Total Uses	\$17,425,000.00

\* Preliminary; subject to change.

### **AUTHORITY AND PURPOSE – SERIES 2024B BONDS**

The Series 2024B Bonds are being issued pursuant to Subchapter V of Chapter 384 of the Code of Iowa and a resolution (the “Series 2024B Resolution”) to be adopted by the City Council of the City authorizing the issuance of the Series 2024B Bonds. The Series 2024B Bonds are being issued to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility, including the Saylorville Feeder Main Purchase Capacity, NE 36th Street and NE 38th Street Water Main Loop, and SE Magazine Ground Storage Tank Repaint projects.

The estimated sources and uses of the Series 2024B Bonds are as follows:

<u>Sources of Funds*</u>	<u>Series 2024B Bonds</u>
Par Amount	\$4,175,000.00
Existing Reserve Fund	<u>2,483,708.20</u>
Total Sources	\$6,658,708.20
<u>Uses of Funds*</u>	
Deposit to Project Fund	\$3,630,000.00
Deposit to Reserve Fund	2,907,332.07
Underwriter's Discount	62,625.00
Cost of Issuance and Contingency	<u>58,751.13</u>
Total Uses	\$6,658,708.20

\* Preliminary; subject to change.

### **INTEREST ON THE BONDS**

Interest on the Bonds will be payable on December 1, 2024 and semiannually on the 1<sup>st</sup> day of June and December thereafter. Interest and principal shall be paid to the registered holder of a Bond as shown on the records of ownership maintained by the Registrar as of the 15<sup>th</sup> day of the month preceding such interest payment date (the “Record Date”). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

### **OPTIONAL REDEMPTION OF THE BONDS**

The Bonds, due after June 1, 2032, will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

## **PAYMENT OF AND SECURITY FOR THE SERIES 2024A BONDS**

The Series 2024A Bonds are general obligations of the City and the unlimited taxing powers of the City are irrevocably pledged for their payment. Upon issuance of the Series 2024A Bonds, the City will levy taxes for the years and in amounts sufficient to provide 100% of annual principal and interest due on the Series 2024A Bonds. If, however, the amount credited to the debt service fund for payment of the Series 2024A Bonds is insufficient to pay principal and interest, whether from transfers or from original levies, the City is required to levy ad valorem taxes upon all taxable property in the City without limit as to rate or amount sufficient to pay the debt service deficiency.

Iowa Code Section 76.2 provides that when an Iowa political subdivision issues general obligation Series 2024A Bonds, “the governing authority of these political subdivisions before issuing Series 2024A Bonds shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the Series 2024A Bonds within a period named not exceeding twenty years. A certified copy of this resolution shall be filed with the county auditor or the auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditors to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the Series 2024A Bonds in full.”

Nothing in the resolution for the Series 2024A Bonds prohibits or limits the ability of the City to use legally available moneys other than the proceeds of the general ad valorem property taxes levied, as described in the preceding paragraph, to pay all or any portion of the principal of or interest on the Series 2024A Bonds. If and to the extent such other legally available moneys are used to pay the principal of or interest on the Series 2024A Bonds, the City may, but shall not be required to, (a) reduce the amount of taxes levied for such purpose, as described in the preceding paragraph; or (b) use proceeds of taxes levied, as described in the preceding paragraph, to reimburse the fund or account from which such other legally available moneys are withdrawn for the amount withdrawn from such fund or account to pay the principal of or interest on the Series 2024A Bonds.

The resolution for the Series 2024A Bonds do not restrict the City’s ability to issue or incur additional general obligation debt, although issuance of additional general obligation debt is subject to the same constitutional and statutory limitations that apply to the issuance of the Series 2024A Bonds. For a further description of the City’s outstanding general obligation debt upon issuance of the Series 2024A Bonds and the annual debt service on the Series 2024A Bonds and a description of certain constitutional and statutory limits on the issuance of general obligation debt, see “DEBT LIMIT” under “CITY INDEBTEDNESS” included in APPENDIX A to this Preliminary Official Statement.

## **PAYMENT OF AND SECURITY FOR THE SERIES 2024B BONDS**

This section contains a summary of the security provisions for the Series 2024B Bonds. A detailed statement of security provisions is contained in the Series 2024B Resolution authorizing the issuance of the Series 2024B Bonds, which is available upon request of the City’s Municipal Advisor. Capitalized terms under this heading shall have the meanings prescribed in the Series 2024B Resolution.

Water Source of Payment: THE SERIES 2024B BONDS ARE NOT GENERAL OBLIGATIONS OF THE CITY, but are payable solely and only from Net Revenues of the City’s Municipal Water Utility (the “Water Utility”). The Series 2024B Bonds will be issued on parity with the \$1,605,000 Water Revenue Bonds, Series 2017B, dated May 31, 2017, of which \$755,000 is currently outstanding, \$5,990,000 Water Revenue Bonds, Series 2018B, dated May 30, 2018, of which \$4,000,000 is currently outstanding, \$5,090,000 Water Revenue Bonds, Series 2019B, dated May 28, 2019, of which \$3,760,000 is currently outstanding, \$3,375,000 Water Revenue Bonds, Series 2020B, dated June 9, 2020, of which \$2,655,000 is currently outstanding, \$2,865,000 Water Revenue Capital Loan Notes, Series 2021B, dated April 23, 2021, of which \$2,504,000 is currently outstanding, \$5,783,000 Water Revenue Capital Loan Notes, Series 2023A, dated April 21, 2023, of which \$5,545,000 is currently outstanding, \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C, dated May 19, 2023, of which \$3,247,000 is currently outstanding, and \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D, dated December 22, 2023, of which \$11,103,000 is currently outstanding (collectively, the “Outstanding Water Obligations”). The Series 2024B Bonds and Outstanding Water Obligations are payable from a pledge of the Net Revenues of the Water Utility.

Water Unpaid Water Charges: As provided by Section 384.84(4), Code of Iowa, unpaid water charges constitute a lien upon the premises served by the Water Utility upon certification by the City to the County Treasurer that the rates or charges are past due. The lien has equal precedence with ordinary taxes, may be certified to the County Treasurer and collected in the same manner as taxes, and is not divested by a judicial sale. In the past, the Iowa Utilities Board issued an emergency order restricting the disconnection of utility services due to non-payment until Iowa's COVID-19 public health emergency proclamation was lifted. It is not possible to predict if another proclamation would be issued in the future or the full impact of any future emergency order on the Water Utility's finances upon the issuance of any future public health emergency proclamations.

Water Rate Covenant: On or before the beginning of each fiscal year, the City will adopt or continue in effect rates for all services rendered by the Water Utility determined to be sufficient to produce Net Revenues for the next succeeding fiscal year adequate to pay principal and interest requirements and create reserves as provided in the resolution for the Series 2024B Bonds and Outstanding Water Obligations but not less than 110 percent of the principal and interest requirements of the fiscal year.

Water Reserve Fund: The City covenants to maintain a separate Water Revenue Debt Service Reserve Fund (the "Reserve Fund"). The City covenants to maintain a Reserve Fund in an amount equal to the lesser of 1) the maximum annual amount of the principal and interest coming due on the Series 2024B Bonds, the Outstanding Water Obligations and any other parity debt, or 2) 10% of the stated principal amount of the Series 2024B Bonds, the Outstanding Water Obligations and any other parity debt, or 3) 125% of average annual principal and interest coming due on the Series 2024B Bonds, the Outstanding Water Obligations and any other parity debt. Currently the City has \$2,483,708 in the Reserve Fund. After delivery of the Series 2024B Bonds, the Reserve Fund requirement will be approximately \$2,907,332, which represents 125% of average annual principal and interest coming due on the Series 2024B Bonds, the Outstanding Water Obligations and any other parity debt.

Water Additional Bonds Test: The City reserves the right and privilege to issue additional water revenue obligations, from time to time, payable from the Net Revenues of the Water Utility and ranking on a parity with the outstanding Series 2024B Bonds, the Outstanding Water Obligations and any future bonds payable from the Net Revenues of the Water Utility (the "Parity Obligations"), in order to pay the cost of future extensions, additions, improvements or replacements to the Water Utility or for refunding any of the outstanding Parity Obligations payable from the Net Revenues of the Water Utility. Before any such obligations ranking on a parity are issued, there will have been procured a statement of an independent financial consultant, not a regular employee of the City, reciting the opinion based upon necessary investigations that the Net Revenues of the Water Utility for the preceding fiscal year (with permitted adjustments) were equal to at least 1.10 times the maximum amount that will be required in any fiscal year for both principal of and interest on all of the Parity Obligations then outstanding and the obligations then proposed to be issued.

## **BOOK-ENTRY-ONLY ISSUANCE**

*The information contained in the following paragraphs of this subsection "Book-Entry-Only Issuance" has been extracted from a schedule prepared by Depository Trust Company ("DTC") entitled "SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING DTC AND BOOK-ENTRY-ONLY ISSUANCE." The information in this section concerning DTC and DTC's book-entry-only system has been obtained from sources the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.*

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve

System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (the “Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry-only transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the “Indirect Participants”). DTC has Standard & Poor’s rating: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (the “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed. Neither DTC nor Cede & Co., nor any other DTC nominee, will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date identified in a listing attached to the Omnibus Proxy.

Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’

accounts upon DTC's receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to Tender/Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

## **FUTURE FINANCING**

The City does not anticipate any additional general obligation or water revenue borrowings within 90 days of the date of this Preliminary Official Statement.

## **LITIGATION**

To the knowledge of the City, there is no legal action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body for which the City has been served with process or official notice or threatened against or affecting the City or any reasonable basis therefore, wherein an unfavorable decision, ruling or finding would adversely affect the transaction contemplated by this Preliminary Official Statement or the validity of the Bonds, the resolutions, or any agreement or instrument to which the City is a party and which is used or contemplated for use in the transactions contemplated by this Preliminary Official Statement, and no member, employee or agent of the City has been served with any legal process regarding such litigation or other proceeding.

To the knowledge of the City, no litigation is pending or threatened which, in the opinion of the City's counsel, if decided adversely to the City would be likely to result, either individually or in the aggregate, in final judgments against the City which would materially adversely affect its ability to meet debt service payments on the Bonds when due, or its obligations under the resolutions, or materially adversely affect its financial condition.

## **DEBT PAYMENT HISTORY**

The City knows of no instance in which it has defaulted in the payment of principal or interest on its debt.

## LEGALITY

The Bonds are subject to approval as to certain matters by Ahlers & Cooney, P.C. of Des Moines, Iowa as Bond Counsel. Bond Counsel has not participated in the preparation of this Preliminary Official Statement and will not pass upon its accuracy, completeness or sufficiency. Bond Counsel has reviewed or prepared information describing the terms of the Bonds, Iowa and Federal law pertinent to the validity of and the tax-exempt status of interest on the Bonds, which can be found generally under the sections “AUTHORITY AND PURPOSE”, “OPTIONAL REDEMPTION OF THE BONDS”, “PAYMENT OF AND SECURITY FOR THE SERIES 2024A BONDS”, “PAYMENT OF AND SECURITY FOR THE SERIES 2024B BONDS” and “TAX MATTERS”, herein. Additionally, Bond Counsel has provided its Forms of Legal Opinions and Forms of Continuing Disclosure Certificates, included in APPENDIX C and APPENDIX E, respectively, within this Preliminary Official Statement. The “FORMS OF LEGAL OPINIONS” as set out in APPENDIX C to this Preliminary Official Statement, will be delivered at closing.

The legal opinions to be delivered concurrently with the delivery of the Bonds expresses the professional judgment of the attorneys rendering the opinions as to legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

There is no bond trustee or similar person to monitor or enforce the provisions of the resolutions for the Bonds. The owners of the Bonds should, therefore, be prepared to enforce such provisions themselves if the need to do so arises. In the event of a default in the payment of principal of or interest on the Bonds, there is no provision for acceleration of maturity of the principal of the Bonds. Consequently, the remedies of the owners of the Bonds (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the resolutions) may have to be enforced from year to year. The Series 2024A Bonds are general obligations of the City. The obligation to pay general ad valorem property taxes is secured by a statutory lien upon the taxed property but is not an obligation for which a property owner may be held personally liable in the event of a deficiency. See “LEVIES AND TAX COLLECTIONS” included under the “CITY” section within APPENDIX A herein, for a description of property tax collection and enforcement. The Series 2024B Bonds are NOT general obligations of the City, but are payable solely and only from Net Revenues of the City’s Water Utility as highlighted in APPENDIX B herein. The owners of the Bonds cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Bonds.

In addition, the enforceability of the rights and remedies of owners of the Bonds may be subject to limitation as set forth in Bond Counsel’s opinions. The opinions will state, in part, that the obligation of the City with respect to the Bonds, may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights, heretofore or hereafter, enacted to the extent constitutionally applicable, to the exercise of judicial discretion in appropriate cases.

## TAX MATTERS

Tax Exemptions and Related Considerations: Federal tax law contains a number of requirements and restrictions that apply to the Bonds. These include investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and facilities financed with bond proceeds, and certain other matters. The City has covenanted to comply with all requirements that must be satisfied in order for the interest on the Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Bonds to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Subject to the City’s compliance with the above referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Bonds is excludable from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022.

Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Bonds should consult their tax advisors as to collateral federal income tax consequences.

The interest on the Bonds is NOT exempt from present Iowa income taxes.

Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

NOT-Qualified Tax-Exempt Obligations: The City will NOT designate the Bonds as “qualified tax-exempt obligations” under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

Discount and Premium on Certain Bonds: The initial public offering price of certain Bonds (“Discount Bonds”) may be less than the amount payable on such Discount Bonds at maturity. An amount equal to the difference between the initial public offering price of Discount Bonds (assuming that a substantial amount of the Discount Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bonds. Owners of Discount Bonds should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Bonds (“Premium Bonds”) may be greater than the amount of such Premium Bonds at maturity. An amount equal to the difference between the initial public offering price of Premium Bonds (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes a premium to the initial purchaser of such Premium Bonds. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium on Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

Other Tax Advice: In addition to the income tax consequences described above, potential investors should consider the additional tax consequences of the acquisition, ownership, and disposition of the Bonds. For instance, state income tax law may differ substantially from state to state, and the foregoing is not intended to describe any aspect of the income tax laws of any state. Therefore, potential investors should consult their own tax advisors with respect to federal tax issues and with respect to the various state tax consequences of an investment in Bonds.

Audits: The Internal Revenue Service (the “Service”) has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Withholdings: Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Legislation: Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may be considered by the Iowa legislature. Judicial interpretation of state or federal laws, rules or regulations may also affect the tax treatment. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Bonds will not have an adverse effect on the tax status of interest or other income on the or the market value or marketability of the Bonds. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or reduction in the benefit) of the exclusion of interest on the Bonds from gross income for federal or state income tax purposes for all or certain taxpayers.

Current and future legislative proposals, including some that carry retroactive effective dates, if enacted into law, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. From time-to-time proposals are made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Bonds. The introduction or enactment of any such legislative proposals or clarification of the Code may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. The prospective purchaser of the Bonds should consult their own tax advisors regarding any pending or proposed tax legislation, as to which Bond Counsel expresses no opinion except as expressly set forth in “APPENDIX C” to this Preliminary Official Statement.

Enforcement: Holders of the Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the resolutions for the Bonds. There is no trustee or similar person to monitor or enforce the terms of the resolutions for the Bonds. In the event of a default in the payment of principal of or interest on the Bonds, there is no provision for acceleration of maturity of the principal of the Bonds. Consequently, the remedies of the owners of the Bonds (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the resolutions for the Bonds) may have to be enforced from year to year. The enforceability of the rights and remedies of owners of the Bonds may be subject to limitation as set forth in Bond Counsel’s opinions.

The owners of the Bonds cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Bonds. In addition, the enforceability of the rights and remedies of owners of the Bonds may be subject to limitation as set forth in Bond Counsel’s opinions. The opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and to the exercise of judicial discretion in appropriate cases.

No representation is made, and no assurance is given, that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the resolutions for the Bonds, including principal of and interest on the Bonds.

Opinions: The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Bond Counsel’s opinions are not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described in this section. No ruling has been sought from the Service with respect to the matters addressed in the opinions of Bond Counsel and Bond Counsel’s opinions are not binding on the Service. Bond Counsel assumes no obligation to update its opinions after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise.

*ALL POTENTIAL PURCHASERS OF THE BONDS SHOULD CONSULT WITH THEIR TAX ADVISORS WITH RESPECT TO FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE BONDS (INCLUDING BUT NOT LIMITED TO THOSE LISTED ABOVE).*

## **BONDHOLDER'S RISKS**

### **With Respect to the Bonds**

An investment in the Bonds is subject to certain risks. No person should purchase the Bonds unless such person understands the risks described below and is willing to bear those risks. There may be other risks not listed below which may adversely affect the value of the Bonds. An investment in the Bonds involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Preliminary Official Statement (including the Appendices hereto) in order to make a judgment as to whether the Bonds are an appropriate investment.

Secondary Market Not Established: There is no established secondary market for the Bonds, and there is no assurance that a secondary market will develop for the purchase and sale of the Bonds. Prices of municipal bonds traded in the secondary market, if any, are subject to adjustment upward and downward in response to changes in the credit markets and changes in the operating performance of the entities operating the facilities subject to bonded indebtedness. From time to time it may be necessary to suspend indefinitely secondary market trading in selected issues of municipal bonds as a result of the financial condition or market position, prevailing market conditions, lack of adequate current financial information about the entity, operating the subject facilities, or a material adverse change in the operations of that entity, whether or not the subject bonds are in default as to principal and interest payments, and other factors which, may give rise to uncertainty concerning prudent secondary market practices.

Municipal bonds are generally viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

*EACH PROSPECTIVE PURCHASER(S) IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE BONDS, IF ANY, COULD BE LIMITED.*

Ratings Loss: Moody's Investors Service, Inc. ("Moody's") has assigned a rating of '\_\_\_' to the Series 2024A Bonds and a rating of '\_\_\_' to the Series 2024B Bonds. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance the ratings will continue for any given period of time, or that such ratings will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

Rating agencies are currently not regulated by any regulatory body. Future regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Bonds.

Matters Relating to Enforceability: Holders of the Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including but not limited to, the right to a proceeding in the law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the resolutions for the Bonds.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the resolutions for the Bonds. The opinion, to be delivered concurrently with the delivery of the Bonds, will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principals of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the resolutions for the Bonds, including principal of and interest on the Bonds.

Forward-Looking Statements: This Preliminary Official Statement contains statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in this Preliminary Official Statement, the words “estimate,” “forecast,” “intend,” “expect” and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the City to pay debt service when due on the Bonds.

Financial Condition of the City from time to time: No representation is made as to the future financial condition of the City. Certain risks discussed herein could adversely affect the financial condition and or operations of the City in the future. The Series 2024A Bonds are secured by an unlimited ad valorem property tax as described more fully in the “PAYMENT OF AND SECURITY FOR THE SERIES 2024A BONDS” herein. The Series 2024B Bonds are secured solely and only from Net Revenues of the City’s Water Utility as described more fully in the “PAYMENT OF AND SECURITY FOR THE SERIES 2024B BONDS” herein.

Potential Impacts Resulting from Epidemics or Pandemics: The City’s finances may be materially adversely affected by unforeseen impacts of future public health events, including epidemics and pandemics. The City cannot predict future impacts of epidemics or pandemics, any similar outbreaks, or their impact on travel, on assemblies or gatherings, on the State, national or global economy, or on securities markets, or whether any such disruptions may have a material adverse impact on the financial condition or operations of the City, included but not limited to the payment of debt service on any of its outstanding debt obligations.

Loss of Tax Base and Net Revenues/Climate Impacts: Economic and other factors beyond the City’s control, such as economic recession, deflation of property values, or financial difficulty or bankruptcy by one or more major property taxpayers or rate payers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, fire or other natural disaster, could cause a reduction in the assessed value within the corporate boundaries of the City or the Net Revenues of the Water Utility. In addition, the State of Iowa has been susceptible to tornados, flooding and other extreme weather wherein winds and flooding have from time to time caused significant damage, which if such events were to occur, may have an adverse impact on the City’s financial position.

Tax Matters and Loss of Tax Exemption: As discussed under the heading “TAX MATTERS” herein, the interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the City in violation of its covenants in the resolutions for the Bonds. Should such an event of taxability occur, the Bonds would not be subject to a special prepayment and would remain outstanding until maturity or until prepaid under the prepayment provisions contained in the Bonds, and there is no provision for an adjustment of the interest rates on the Bonds.

It is possible further legislation will be proposed or introduced that could result in changes in the way that tax exemptions are calculated, or whether interest on certain securities are exempt from taxation at all. Prospective purchasers should consult with their own tax advisors regarding any pending or proposed federal income tax legislation. The likelihood of legislation being enacted cannot be reliably predicted.

It is also possible actions of the City, after the closings of the Bonds, will alter the tax status of the Bonds, and in the extreme, remove the tax-exempt status from the Bonds. In that instance, the Bonds are not subject to mandatory prepayment and the interest rates on the Bonds does not increase or otherwise reset. A determination of taxability on the Bonds after closing could materially adversely affect the value and marketability of the Bonds.

Federal Tax Legislation: From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals pending in Congress that could, if enacted, alter or amend one or more of the federal (or state) tax matters described herein in certain respects or would adversely affect the market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. In addition, regulatory actions are from time to time announced or proposed and litigation threatened or commenced, which if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Cybersecurity: The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the City will be completely successful to guard against and prevent cyber threats and attacks. Failure to properly maintain functionality, control, security, and integrity of the City's information systems could impact business operations and/or digital networks and systems and the costs of remedying any such damage could be significant. Along with significant liability claims or regulatory penalties, any security breach could have a material adverse impact on the City's operations and financial condition.

The City maintains insurance policies to cover general liabilities including cyber liability. The City cannot predict whether these policies would be sufficient in the event of a cyber breach. The Series 2024A Bonds are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE SERIES 2024A BONDS" and the Series 2024B Bonds are secured solely and only from Net Revenues of the City's Water Utility as described more fully in the "PAYMENT OF AND SECURITY FOR THE SERIES 2024B BONDS" herein.

Pensions: Pursuant to Governmental Accounting Standards Board ("GASB") Statement No. 68, the City reported a liability of \$6,592,012 within its Annual Comprehensive Financial Report ("ACFR") as of June 30, 2023 for its proportionate share of the net pension liability related to IPERS, as defined herein. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2022, the City's collective proportion was 0.174477% which was an increase of 0.034005% from its proportion measured as of June 30, 2021.

Additionally, the City reported a liability of \$16,262,699 within its ACFR as of June 30, 2023 for its proportionate share of the net pension liability related to MFPRSI, as defined herein. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2022, the City's proportion was 2.89593%, which was an increase of 0.2007% from its proportions measured as of June 30, 2021.

See "EMPLOYEES AND PENSIONS" under the "THE CITY" section included in APPENDIX A to this Preliminary Official Statement for more summary information related to the City's contributions, and APPENDIX D – JUNE 30, 2023 ANNUAL COMPREHENSIVE FINANCIAL REPORT for additional information related to the City's deferred outflows and inflows of resources related to pensions, actuarial assumptions, discount rate and discount rate sensitivity. Changes to the City's pension contributions, or available sources to fund said contributions, may adversely affect the City's financial condition. The Series 2024A Bonds are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE SERIES 2024A BONDS" and the Series 2024B Bonds are secured solely and only from Net Revenues of the City's Water Utility as described more fully in the "PAYMENT OF AND SECURITY FOR THE SERIES 2024B BONDS" herein.

Continuing Disclosure: A failure by the City to comply with continuing disclosure obligations (see “CONTINUING DISCLOSURE” herein) will not constitute an event of default on the Bonds. Any such failure must be disclosed in accordance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”), and may adversely affect the transferability and liquidity of the Bonds and their market price.

Bankruptcy: The rights and remedies available to holders of the Bonds may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor’s rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Bonds and the resolutions for the Bonds, including the opinions of Bond Counsel, will be similarly qualified. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the owners of the Bonds could be prohibited from taking any steps to enforce their rights under the resolutions for the Bonds. In the event the City fails to comply with its covenants under the resolutions for the Bonds or fails to make payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Bonds.

Under Iowa Code Chapter 76, specifically sections 76.16 and 76.16A, as amended, a city, county, or other political subdivision may become a debtor under Chapter 9 of the Federal bankruptcy code, if it is rendered insolvent, as defined in 11 U.S.C. §101(32)(c), as a result of a debt involuntarily incurred. As used therein, “debt” means an obligation to pay money, other than pursuant to a valid and binding collective bargaining agreement or previously authorized bond issue, as to which the governing body of the city, county, or other political subdivision has made a specific finding set forth in a duly adopted resolution of each of the following: (1) all or a portion of such obligation will not be paid from available insurance proceeds and must be paid from an increase in general tax levy; (2) such increase in the general tax levy will result in a severe, adverse impact on the ability of the city, county, or political subdivision to exercise the powers granted to it under applicable law, including without limitation providing necessary services and promoting economic development; (3) as a result of such obligation, the city, county, or other political subdivision is unable to pay its debts as they become due; and (4) the debt is not an obligation to pay money to a city, county, entity organized pursuant to chapter 28E of the Iowa Code, or other political subdivision.

Suitability of Investment: The interest rate borne by the Bonds is intended to compensate the investor for assuming the risk of investing in the Bonds. Each prospective investor should carefully examine this Preliminary Official Statement and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Bonds are an appropriate investment for such investor.

DTC-Beneficial Owners: Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the Registrar to DTC and DTC will credit such distributions to the accounts of the Participants which will, thereafter, credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the City nor the Registrar will have any responsibility or obligation to assure any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be affected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See “BOOK-ENTRY ONLY ISSUANCE.”

### **With Respect to the Series 2024A Bonds**

Changes in Property Taxation: The Series 2024A Bonds are general obligations of the City secured by an unlimited ad valorem property tax as described more fully in the “PAYMENT OF AND SECURITY FOR THE SERIES 2024A BONDS” herein. Prior State Public Health Emergency Declarations, relative to the COVID-19 pandemic, temporarily suspended the provisions that required the imposition of penalty and interest for delay in property tax payments and directed that no such penalty or interest could be imposed for the duration of the declarations and any future extension of the

suspension. No current property tax payment suspensions are imposed, and collections stayed consistent during the pandemic. It is impossible to predict whether the declarations or any amendments to or extensions thereof would have a material effect on the City's ability to collect property taxes necessary for the payment of principal and interest on the Bonds. See "LEVIES AND TAX COLLECTIONS" under "THE CITY" included in APPENDIX A of this Preliminary Official Statement for more information of the City's tax collection history, despite prior suspensions.

From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Such alterations could adversely affect the City's financial condition. Historically, changes to property tax calculations and impositions are imposed on a prospective basis. However, there is no assurance future changes to property taxation by the Iowa General Assembly will not be applied retroactively. See "PROPERTY TAX LEGISLATION" included in APPENDIX A for additional discussion on recent legislative proposals impacting property taxes. It is impossible to predict the outcome of future property taxation changes by the Iowa General Assembly or resulting impacts on the City's financial condition. The Series 2024A Bonds are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE SERIES 2024A BONDS" herein.

Tax Levy Procedures: The Series 2024A Bonds are general obligations of the City, payable from and secured by a continuing ad valorem tax levied against all of the property valuation within the City. As part of the budgetary process each fiscal year, the City will have an obligation to request a debt service levy to be applied against all of the taxable property within the City. A failure on the part of the City to make a timely levy request or a levy request by the City that is inaccurate or is insufficient to make full payments of the debt service of the Series 2024A Bonds for a particular fiscal year may cause bondholders to experience a delay in the receipt of distributions of principal of and/or interest on the Series 2024A Bonds. In the event of a default in the payment of principal of or interest on the Series 2024A Bonds, there is no provision for acceleration of maturity of the principal of the Series 2024A Bonds. Consequently, the remedies of the owners of the Series 2024A Bonds (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the resolution for the Series 2024A Bonds) may have to be enforced from year to year.

Federal Funds Orders and State Funds Legislation: Various federal executive orders, and Iowa Code Chapter 27A (collectively "ICE Enforcement Initiatives"), impose requirements intended to ensure compliance with the federal immigration detention processes. The ICE Enforcement Initiatives impose various penalties for non-compliance, including the loss of state and/or federal funding under certain circumstances. The loss of state and/or federal funds in any significant amount would negatively impact the City's overall financial position and could affect its rating. The Bonds are secured by a debt service levy upon real property in the jurisdictional limits of the City and are not secured by state or federal funds. See "PAYMENT OF AND SECURITY FOR THE SERIES 2024A BONDS" herein.

### **With Respect to the Series 2024B Bonds**

Nature of Obligation: The Series 2024B Bonds are not general obligations of the City but are payable solely and only from the Net Revenues of the Water Utility. The Series 2024B Bonds are not payable by, and have no recourse to, the power of taxation. The bondholders have no lien on or security interest in any of the physical assets of the City, including the Water Utility.

Future revenues and expenses of the City, with respect to the Water Utility, are subject to conditions which may change in the future to an extent that cannot be determined at this time. Future events could reduce water usage, disrupt labor and supply chains and slow or reduce the collection of fees and charges for water usage. These events may upset the assumptions upon which projections of revenues and expenses are based. Because no assurance can be made that actual events will correspond to such assumptions, no assurances can be made that the Net Revenues will be realized in amounts sufficient to pay the debt service on the Series 2024B Bonds.

Revenues and Expenses: Several factors not within the control of the City could affect the City's ability to generate sufficient Net Revenues to pay the debt service on the Series 2024B Bonds. These factors include, but are not limited to, inflation and adverse economic conditions, natural disasters, increases in operation and maintenance costs, unexpected repairs, replacements or improvements to the Water Utility and the ability of the City to supply the services demanded and to maintain necessary rates for those services. Any one of the above factors, among others, individually or combined may cause the City to be unable to generate sufficient Net Revenues to pay debt service on the Series 2024B Bonds.

Environmental Protection Cost and Regulations: The City believes it meets all environmental requirements. In the future, however, environmental protection agencies could adopt more stringent and costly pollution control measures, which would require additional capital and cause added operation and fuel expenses. The City is subject to state and federal environmental laws and regulations. The laws and regulations governing entities such as the Water Utility may be required to expend substantial funds to meet the requirements of such changing laws and regulations in the future. Failure to comply with these laws and regulations may result in the imposition of administrative, civil and criminal penalties, or an injunction requiring the City to take or refrain from taking certain actions. Environmental laws and regulations are complex and change frequently and it is possible that new or stricter standards could be imposed that will require additional capital expenditures or raise operating costs. In addition, failure to comply with regulatory changes, or the inability to comply with regulatory changes, in a timely manner could cause portions the Water Utility to become unavailable resulting in a loss of or disruption of services negatively impacting Net Revenues.

Additional Debt of the Water Utility: Upon the satisfaction of certain conditions set forth in the resolution for the Series 2024B Bonds, the City may issue obligations for the purpose of financing improvements or modifications to the Water Utility, respectively, which obligations could be equally and ratably secured with the Series 2024B Bonds by the Net Revenues of the Water Utility. The City may also issue subordinate obligations.

Natural Disaster: The Water Utility is subject to interruption and loss of business in the event of a disaster, such as a windstorm, fire, derecho, tornado, explosion, flood, sabotage, and other events not now foreseen.

Federal Funds Orders and State Funds Legislation: Various federal executive orders, and Iowa Code Chapter 27A (collectively “ICE Enforcement Initiatives”), impose requirements intended to ensure compliance with the federal immigration detention processes. The ICE Enforcement Initiatives impose various penalties for non-compliance, including the loss of state and/or federal funding under certain circumstances. The loss of state and/or federal funds in any significant amount would negatively impact the City’s overall financial position and could affect its rating. The Series 2024B Bonds are secured solely and only from Net Revenues of the City’s Water Utility as described more fully in the “PAYMENT OF AND SECURITY FOR THE SERIES 2024B BONDS” herein.

Summary: The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Preliminary Official Statement and the Appendices hereto to make a judgment as to whether the Bonds are an appropriate investment.

## **RATINGS**

Moody’s has rated the Series 2024A Bonds as ‘ \_\_\_ ’ and the Series 2024B Bonds as ‘ \_\_\_ ’. In addition, Moody’s currently maintains a rating of ‘Aa1’ on the City’s long-term general obligation debt and a rating of ‘Aa2’ on the City’s long-term water revenue debt. The existing ratings on long-term debt reflect only the view of the rating agency and any explanation of the significance of such ratings may only be obtained from Moody’s. There is no assurance such ratings will continue for any period of time or that they will not be revised or withdrawn. Any revision or withdrawal of the ratings may influence the market price of the Bonds.

## **MUNICIPAL ADVISOR**

The City has retained PFM Financial Advisors LLC, Des Moines, Iowa as Municipal Advisor (the “Municipal Advisor”) in connection with the preparation of the issuance of the Bonds. In preparing the Preliminary Official Statement, the Municipal Advisor has relied on government officials, and other sources to provide accurate information for disclosure purposes. The Municipal Advisor is not obligated to undertake, and has not undertaken, an independent verification of the accuracy, completeness, or fairness of the information contained in the Preliminary Official Statement. PFM Financial Advisors LLC is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

## **CONTINUING DISCLOSURE**

The City will covenant in Continuing Disclosure Certificates for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the “Annual Reports”), and to provide notices of the occurrence of certain enumerated events. The Annual Reports are to be filed by the City not later than two hundred seventy (270) days after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2024, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See APPENDIX E – FORMS OF CONTINUING DISCLOSURE CERTIFICATES. The specific nature of the information to be contained in the Annual Reports or the notices of events, and the manner in which such materials are to be filed, are summarized in APPENDIX E – FORMS OF CONTINUING DISCLOSURE CERTIFICATES. These covenants have been made in order to assist the underwriter in complying with SEC Rule 15c2-12(b)(5) (the “Rule”).

The City is not aware of any instance in the previous five years in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule.

Breach of the undertakings will not constitute a default or an “Event of Default” under the Bonds or the resolutions for the Bonds. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

## **FINANCIAL STATEMENTS**

The City’s Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2023, is reproduced in APPENDIX D. The City’s certified public accountant has not consented to distribution of the audited financial statements and has not undertaken added review of their presentation. Further information regarding financial performance and copies of the City’s prior Annual Comprehensive Financial Reports may be obtained from the City’s Municipal Advisor, PFM Financial Advisors LLC.

## **CERTIFICATION**

The City has authorized the distribution of this Preliminary Official Statement for use in connection with the initial sale of the Bonds. I have reviewed the information contained within the Preliminary Official Statement prepared on behalf of the City by PFM Financial Advisors LLC, Des Moines, Iowa, and to the best of my knowledge, information and belief, said Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading regarding the issuance of \$17,425,000\* General Obligation Bonds Series 2024A and \$4,175,000\* Water Revenue Bonds, Series 2024B.

CITY OF ANKENY, IOWA

/s/ Jennifer Sease, Administrative Services Director

\*Preliminary, subject to change.

## **APPENDIX A**

### **GENERAL INFORMATION ABOUT THE CITY OF ANKENY, IOWA**

*The \$17,425,000\* General Obligation Bonds, Series 2024A (the “Series 2024A Bonds”) are general obligations of the City of Ankeny, Iowa (the “City”) for which the City will pledge its power to levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Series 2024A Bonds.*

\*Preliminary; subject to change.

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## CITY PROPERTY VALUES

### IOWA PROPERTY VALUATIONS

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs the county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The 2022 final Actual Values were adjusted by the Polk County Auditor. The reduced values, determined after the application of rollback percentages, are the taxable values subject to tax levy. For assessment year 2022 (applicable to fiscal year 2023-2024), the taxable value rollback rate is 54.6501% of actual value for residential property; 91.6430% of actual value for agricultural property and 100.0000% of the actual value of utility property. The residential taxable value rollback rate of 54.6501% would apply to the value of each property unit of commercial, industrial and railroad property that exceeds zero dollars (\$0), but does not exceed one hundred fifty thousand dollars (\$150,000) with a taxable value rollback rate of 90.0000% to the value that exceeds one hundred fifty thousand dollars (\$150,000). No adjustment was ordered for utility property because its assessed value did not increase enough to qualify for reduction. Utility property is limited to an 8% annual growth.

The 2023 final Actual Values were adjusted by the Polk County Auditor. The reduced values, determined after the application of rollback percentages, are the taxable values subject to tax levy. For assessment year 2023 (applicable to fiscal year 2024-2025), the taxable value rollback rate is 46.3428% of actual value for residential property; 71.8370% of actual value for agricultural property and 100.0000% of the actual value of utility property. The residential taxable value rollback rate of 46.3428% would apply to the value of each property unit of commercial, industrial and railroad property that exceeds zero dollars (\$0), but does not exceed one hundred fifty thousand dollars (\$150,000) with a taxable value rollback rate of 90.0000% to the value that exceeds one hundred fifty thousand dollars (\$150,000). No adjustment was ordered for utility property because its assessed value did not increase enough to qualify for reduction. Utility property is limited to an 8% annual growth.

The Legislature’s intent has been to limit the growth of statewide taxable valuations for the specific classes of property to 3% annually. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services. See “PROPERTY TAX LEGISLATION” herein for a discussion on recent legislative revisions to the administration of certain property taxes in Iowa beginning in Fiscal Year 2024-25.

### PROPERTY VALUATIONS (1/1/2022 Valuation Taxes payable July 1, 2023 through June 30, 2024)

	<u>100% Actual Value</u>	<u>Taxable Value (With Rollback)</u>
Residential	\$6,515,879,214	\$3,493,357,095
Commercial	1,042,947,406	892,059,717
Industrial	308,143,123	268,833,472
Railroads	0	0
Utilities w/o Gas & Electric	<u>814,175</u>	<u>814,175</u>
Gross valuation	\$7,867,783,918	\$4,655,064,459
Less military exemption	<u>(3,437,312)</u>	<u>(3,437,312)</u>
Net valuation	\$7,864,346,606	\$4,651,627,147
TIF increment - (used to compute debt service levies and constitutional debt limit)	\$366,386,434	\$366,386,434
Taxed separately:		
Ag. Land	\$4,851,241	\$4,445,889
Ag. Buildings	\$410,300	\$376,013
Gas & Electric Utilities	\$93,103,809	\$31,762,284

**2022 GROSS TAXABLE VALUATION BY CLASS OF PROPERTY**

	Gross <u>Taxable Valuation</u> <sup>1)</sup>	<u>Percent Total</u>
Residential	\$3,493,357,095	74.54%
Commercial, Industrial and Utility	1,161,707,364	24.78%
Gas & Electric Utilities	<u>31,762,284</u>	<u>0.68%</u>
	\$4,686,826,743	100.00%

1) Excludes Taxable TIF Increment, Ag. Land and Ag. Buildings.

**FUTURE PROPERTY VALUATIONS <sup>1)</sup> (1/1/2023 Valuation Taxes payable July 1, 2024 through June 30, 2025)**

	<u>100% Actual Value</u>	<u>Taxable Value (With Rollback)</u>
Residential	\$8,371,761,287	\$3,820,953,111
Commercial	1,421,680,081	1,224,140,385
Industrial	412,644,819	364,150,636
Railroads	0	0
Utilities w/o Gas & Electric	<u>970,616</u>	<u>970,616</u>
Gross valuation	\$10,207,056,803	\$5,410,214,748
Less exemptions	<u>(21,773,911)</u>	<u>(21,773,911)</u>
Net valuation	\$10,185,282,892	\$5,388,440,837
TIF increment - (used to compute debt service levies and constitutional debt limit)	\$305,279,621	\$305,279,621
Taxed separately:		
Ag. Land	\$6,113,220	\$4,391,563
Ag. Buildings	\$520,400	\$373,840
Gas & Electric Utilities	\$102,582,904	\$30,956,659

1) The City's January 1, 2023 valuations are now available from the State of Iowa and will become effective July 1, 2024.

**TREND OF VALUATIONS**

<u>Assessment Year</u>	<u>Payable Fiscal Year</u>	<u>100% Actual Valuation</u>	<u>Taxable Valuation (With Rollback)</u>	<u>Taxable TIF Increment</u>
2019	2020-21	\$6,757,286,173	\$3,878,916,115	\$298,261,068
2020	2021-22	7,092,010,544	4,148,735,891	307,722,996
2021	2022-23	7,917,095,920	4,476,429,489	351,261,236
2022	2023-24	8,329,098,390	4,683,389,431	366,386,434
2023 <sup>1)</sup>	2024-25	10,599,779,037	5,419,397,496	305,279,621

1) The City's January 1, 2023 valuations are now available from the State of Iowa and will become effective July 1, 2024.

The 100% Actual Valuation, before rollback and after the reduction of the exemptions, include Ag. Land, Ag. Buildings, Taxable TIF Increment and Gas & Electric Utilities. The Taxable Valuation, with the rollback and after the reduction of the exemptions, include Gas & Electric Utilities and exclude Ag. Land, Ag. Buildings and Taxable TIF Increment. Iowa cities certify operating levies against Taxable Valuation excluding the Taxable TIF Increment and debt service levies are certified against Taxable Valuation including the Taxable TIF Increment.

**LARGER TAXPAYERS**

Set forth in the following table are the persons or entities which represent larger taxpayers within the boundaries of the City, as provided by the Polk County Auditor’s Office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. With the exception of the electric and natural gas providers (which is subject to an excise tax in accordance with Iowa Code Chapter 437A), the City’s mill levy is applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

<u>Taxpayer – Legal Name</u> <sup>1)</sup>	<u>Type of Property/Business</u>	<u>1/1/2022 Taxable Valuation</u>
Deere & Company	Commercial/Farm & Construction Equipment	\$66,167,866
Perishable Distributors of Iowa Ltd.	Commercial/Food Distribution	59,461,641
DRA Properties LC	Commercial/Real Estate Development	56,136,540
The Industrial Fund Ankeny LLC	Commercial	33,407,176
Casey’s Retail Company	Commercial/Convenience Stores	32,509,050
Mid-American Energy	Utility	31,559,204
DLE Seven LLC	Commercial/Real Estate Development	31,081,638
Harvester Land Holdings LC	Multiresidential	30,609,521
Denny Elwell Family LC	Commercial/Real Estate Development	26,044,184
Woodland Reserve Apartments LC	Multiresidential	24,960,664

1) This list represents some of the top taxpayers in the City, not necessarily the top 10 taxpayers.

Source: Polk County Auditor’s Office

**PROPERTY TAX LEGISLATION**

Over time, the Iowa Legislature has modified the process and calculation of taxable valuations for various classifications of property. For example, in 2013 maximum annual taxable value growth due to revaluation of residential and agricultural property was reduced from 4% to 3%, rollback calculations were modified, a new multi-residential classification was created, and an appropriation made to replace some lost tax revenue due to rollbacks. In 2019, the process for hearings on total maximum property tax dollars under certain levies in the City’s budget was modified and a super-majority vote required to raise taxes above a prescribed formula. In 2021, the multi-residential classification was removed, and a phase out of the appropriation for rollback initiated. In 2023, SF 181 was signed into law by the Governor on February 20, 2023, effective upon enactment. SF 181 reduced the residential rollback for the 2022 assessment year (affecting Fiscal Year 2023/24) from 56.4919% to 54.6501%. This resulted in a reduction in taxable valuation in the residential, commercial, industrial and railroad property classes upon which the City levies property taxes for Fiscal Year 2023-24.

On May 4, 2023, the Governor signed House File 718 (“HF 718”), a property tax reform law aimed at reducing property tax growth in Iowa. Among other things, HF 718 permanently consolidates several existing city property tax levies and creates a new adjusted city general fund levy (“ACGFL”). To control the growth of property taxes, the new ACGFL is subject to potential limitation or reduction by constraining growth 2% or 3% each year, depending on if certain growth triggers are met or exceeded during the prior year. The levy limitation is only applicable for Fiscal Year 2024-25 through Fiscal Year 2027-28 and will be specific to each city. For Fiscal Year 2023-24, the City calculated the new ACGFL as the baseline rate and the first annual ACGFL adjustment will begin for Fiscal Year 2024-25. The ACGFL rates for Fiscal Years 2024-25 through Fiscal Year 2027-28 are based on growth in city taxable value and the previous year’s city tax rate. Beginning in Fiscal Year 2028-29, all cities may go to a \$8.10 ACGFL maximum and the levy limitation calculation ceases. Certain levies like debt service, pensions, employee benefits and capital improvement reserve fund are not included in the new ACGFL limitation. The City’s recent property valuation growth has, often, exceeded the new legislative caps. Assuming the City exceeds the legislative caps in the future, the City’s general fund levies will lag its relative valuation growth. For Fiscal Year 2024-25, the City’s non-TIF tax valuation growth was 15.72% causing the City’s

property tax growth to be mitigated by the calculations imposed by HF 718. The City’s Budget for Fiscal Year 2024-25 will accommodate this mitigation of tax revenue relative to its non-TIF tax valuation growth.

From time to time, legislative proposals are pending in Congress and the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described herein. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for taxes levied by the City or have an adverse impact on standing appropriations or the future tax collections of the City. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed federal or state tax legislation. The opinions expressed by Bond Counsel are based upon existing legislation as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending federal or state tax legislation.

Notwithstanding any modifications to property tax revenues that may result from prior, or any pending or future legislation, the Bonds are secured by an unlimited ad valorem property tax. See “PAYMENT OF AND SECURITY FOR SERIES 2024A BONDS” herein.

## CITY INDEBTEDNESS

### DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit for the City, based on its 2022 Actual Valuation currently applicable to the Fiscal Year 2023-24, is as follows:

2022 Actual Valuation of Property	\$8,329,098,390 <sup>1)</sup>
Legal Debt Limit of 5%	<u>0.05</u>
Legal Debt Limit	\$416,454,920
Less: Tax Increment Rebate and Lease Agreements	(10,067,364) <sup>2)</sup>
Less: Outstanding General Obligation Debt	<u>(101,425,000) *</u>
Net Debt Limit	\$304,962,556 *

- 1) Actual Valuation of Property as reported by the Iowa Department of Management for Fiscal Year 2023-24.
- 2) As reported by the City pursuant to development agreements for urban renewal projects under the authority of Iowa Code Chapter 403 or other intergovernmental agreements (under Chapter 28E, etc.). The Iowa Supreme Court has not formally ruled on the question of whether contracts to rebate the tax increment generated by a particular development constitutes indebtedness of a City for constitutional debt limit purposes. The amount reported above includes amounts payable under rebate agreements that may not be debt. Some development agreements are subject to the right of annual appropriation by the City, thereby limiting the extent of possible debt to only amounts currently due and appropriated in the current fiscal year. Amounts payable under a particular development agreement may not constitute legal indebtedness but are memorialized in the table above to conservatively state the City's possible financial exposure. Payment of future installments may be dependent upon undertakings by the developers, which may have not yet occurred. The City actively pursues opportunities consistent with the development goals of its various urban renewal plans, which may be amended from time to time, and the City may enter into additional development agreements committing to additional rebate incentive in calendar year 2024 or after. See "OTHER DEBT – Tax Increment Rebate and Lease Agreements" for more information.

\* Preliminary; subject to change.

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**DIRECT DEBT**

**General Obligation Debt Supported by Property Taxes, General Fund, Road Use Tax, TIF, Water, Sewer & Storm Water Fund Revenues (Includes the Series 2024A Bonds)**

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding As of 06/20/24	Principal Abated by Other Sources <sup>1)</sup>
12/14G	\$22,450,000	Refunding	6/28	\$8,165,000	\$0
5/15A	7,750,000	City Improvements	6/25	795,000	0
3/16A	13,090,000	Refunding	6/28	1,345,000	0
5/16B	13,000,000	City Improvements/Refunding	6/26	1,830,000	130,000
5/17A	11,675,000	City Improvements	6/27	2,740,000	255,000
5/18A	17,970,000	City Improvements	6/28	6,600,000	0
5/19A	20,740,000	City Improvements	6/29	10,000,000	1,116,667
6/20A	17,520,000	City Improvements/Refunding	6/30	6,760,000	1,410,000
6/21A	25,045,000	City Improvements/Refunding	6/31	12,825,000	1,775,000
5/22A	31,665,000	City Improvements/Refunding	6/37	22,820,000	2,225,000
6/23B	13,790,000	City Improvements	6/33	10,120,000	205,000
6/24A	17,425,000*	City Improvements	6/34	<u>17,425,000</u> *	<u>860,000</u> *
Total				\$101,425,000 *	\$7,976,667 *

1) General obligation debt service is abated by enterprise funds; including the City’s Water, Sewer and Storm Water Funds. In addition, the General and Road Use Tax Funds abate a portion of the Series 2019A Bonds.

\* Preliminary; subject to change.

**Annual Fiscal Year Debt Service Payments of General Obligation Debt (Includes the Series 2024A Bonds)**

**General Obligation Debt Supported by Property Taxes, General Fund, Road Use Tax, TIF, Water, Sewer & Storm Water Fund Revenues (Includes the Series 2024A Bonds)**

Fiscal Year	Outstanding Bonds		Series 2024A Bonds		Total General Obligation Debt	
	Principal	Principal and Interest	Principal*	Principal and Interest*	Principal*	Principal and Interest*
2024-25	\$16,850,000	\$20,531,763	\$4,640,000	\$5,547,794	\$21,490,000	\$26,079,557
2025-26	15,775,000	18,674,019	4,470,000	5,173,175	20,245,000	23,847,194
2026-27	15,485,000	17,688,781	855,000	1,312,325	16,340,000	19,001,106
2027-28	14,395,000	15,926,300	905,000	1,315,300	15,300,000	17,241,600
2028-29	8,035,000	8,944,175	955,000	1,315,525	8,990,000	10,259,700
2029-30	3,855,000	4,391,825	1,005,000	1,313,000	4,860,000	5,704,825
2030-31	3,220,000	3,578,225	1,060,000	1,312,725	4,280,000	4,890,950
2031-32	2,660,000	2,901,663	1,115,000	1,309,425	3,775,000	4,211,088
2032-33	1,675,000	1,813,963	1,175,000	1,308,100	2,850,000	3,122,063
2033-34	490,000	554,119	<u>1,245,000</u>	1,313,475	1,735,000	1,867,594
2034-35	505,000	554,419			505,000	554,419
2035-36	520,000	553,638			520,000	553,638
2036-37	<u>535,000</u>	552,388			<u>535,000</u>	552,388
Total	\$84,000,000		\$17,425,000*		\$101,425,000*	

\* Preliminary; subject to change.

## OTHER DEBT

### Tax Increment Rebate and Lease Agreements

TIF/Lease Agreements	Total Estimated Payments	Estimated Final Payment Date	Total Estimated Obligation Outstanding as of 06/20/24	Total Estimated Obligations Due as of 06/20/24
Denny Elwell Family	\$202,845	6/30/31	\$202,845	\$202,845
Deere & Company	3,885,129	6/30/30	1,979,565	1,979,565
The Toro Company	5,612,628	6/30/26	2,278,535	2,278,535
Woodman Electrical	2,433	6/30/25	206	206 <sup>2)</sup>
Deere & Company	587,761	6/30/27	280,880	140,440 <sup>2)</sup>
Purfoods	398,948	6/30/24	121,290	121,290 <sup>1)</sup>
Baker Group	1,226,857	6/30/26	598,459	466,242 <sup>2)</sup>
Graham Warehouse	903,876	6/30/24	320,763	320,763 <sup>1)</sup>
Hy-Vee	1,340,880	6/30/25	778,288	778,288 <sup>2)</sup>
Perishable Distributors of Iowa	1,106,507	6/30/26	817,767	490,321 <sup>2)</sup>
Casey's	877,192	6/30/27	790,289	307,100 <sup>2)</sup>
The Toro Company	670,525	6/30/26	519,295	309,104 <sup>2)</sup>
Ruan Transport Corporation	259,908	6/30/27	215,259	103,625 <sup>2)</sup>
Kreg Enterprises	1,047,952	6/30/28	1,047,952	268,122 <sup>2)</sup>
Crosswinds Business Park	225,000	6/30/26	225,000	170,437 <sup>2)</sup>
Ryan Companies	1,766,920	6/30/28	1,766,920	420,216 <sup>2)</sup>
Purfoods	200,000	6/30/28	200,000	59,054 <sup>2)</sup>
Mrs. Clark's Foods	160,000	6/30/27	160,000	61,499 <sup>2)</sup>
Echo Group	830,000	6/30/28	830,000	222,901 <sup>3)</sup>
Taylorred Expressions	150,000	6/30/27	150,000	75,241 <sup>3)</sup>
Pet Parents	425,000	6/30/28	425,000	135,591 <sup>3)</sup>
Opus Development Company	1,056,000	6/30/29	1,056,000	118,691 <sup>3)</sup>
SPAL-USA	1,200,000	6/30/32	1,200,000	0 <sup>4)</sup>
Golf Cart GPS Equipment Lease	136,500	12/31/27	118,206	118,206
Police In-Vehicle and Body Worn Cameras Equipment Lease	896,000	03/31/27	714,600	714,600
Postage Equipment Lease	12,647	03/31/28	12,015	12,015
Police Taser Equipment Leases	192,467	01/31/29	192,467	192,467
<b>Total</b>			<b>\$17,001,601</b>	<b>\$10,067,364</b>

- 1) These TIF rebate agreements are subject to annual appropriation. Payments have been appropriated for Fiscal Year 2023-24, but no payments have been appropriated for Fiscal Year 2024-25.
- 2) These TIF rebate agreements are subject to annual appropriation. Payments have been appropriated for Fiscal Year 2023-24 and Fiscal Year 2024-25.
- 3) These TIF rebate agreements are subject to annual appropriation. No payments have been appropriated for Fiscal Year 2023-24, but payments have been appropriated for Fiscal Year 2024-25.
- 4) These TIF rebate agreements are subject to annual appropriation. No payments have been appropriated for Fiscal Year 2023-24 or Fiscal Year 2024-25.

**WATER UTILITY REVENUE DEBT**

The City has revenue debt outstanding payable solely from Net Revenues of the Water Utility as follows (includes the Series 2024B Bonds)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 06/20/24</u>
5/17B	\$1,605,000	Water Improvements	6/29	\$755,000
5/18B	5,990,000	Water Improvements	6/33	4,000,000
5/19B	5,090,000	Water Improvements	6/34	3,760,000
6/20B	3,375,000	Water Improvements	6/35	2,655,000
4/21B	2,865,000	Water Improvements (SRF Loan)	6/41	2,504,000 <sup>1)</sup>
4/23A	5,783,000	Water Improvements (SRF Loan)	6/43	5,545,000 <sup>2)</sup>
5/23C	3,248,000	Water Improvements (SRF Loan)	6/43	3,247,000 <sup>3)</sup>
12/23D	11,103,000	Water Improvements (SRF Loan)	6/44	11,103,000 <sup>4)</sup>
6/24B	4,175,000*	Water Improvements	6/39	<u>4,175,000</u> *
Total				\$37,744,000 *

- 1) Based on preliminary debt service schedule established prior to the final project draws. The City has drawn \$2,860,000 of the \$2,865,000 as of March 31, 2024.
- 2) Based on preliminary debt service schedule established prior to the final project draws. The City has drawn \$5,013,728 of the \$5,783,000 as of March 31, 2024.
- 3) Based on preliminary debt service schedule established prior to the final project draws. The City has drawn \$2,909,086 of the \$3,248,000 as of March 31, 2024.
- 4) Based on preliminary debt service schedule established prior to the final project draws. The City has drawn \$55,515 of the \$11,103,000 as of March 31, 2024.

\*Preliminary, subject to change.

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**Other Revenue Debt Supported by Sewer Utility Revenues (Debt Issued by the WRA)**

**Des Moines Metropolitan Wastewater Reclamation Authority (“WRA”) Proposed Payment Obligations**

WRA has authorized and is planning to issue the following State Revolving Fund Loans in 2024. The amounts below represent the City’s anticipated share of the debt service payments of the proposed issue. Other participating communities of the WRA pay the remaining amounts. Flow-based allocations are subject to change on an annual basis; as such the amount outstanding may be greater than the amount issued due to fluctuations in flow. The amounts listed below are based on FY 2024-25 WRA flows.

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 06/20/24</u>
TBD	\$3,221,125*	Sewer Improvements	6/39	\$3,221,125 <sup>1)</sup>
TBD	1,604,260*	Sewer Improvements (SRF Loan)	6/46	1,604,260 <sup>2)</sup>
TBD	916,720*	Sewer Improvements (SRF Loan)	6/46	916,720 <sup>3)</sup>
TBD	6,371,460*	Sewer Improvements (SRF Loan)	6/46	<u>6,371,460</u> <sup>4)</sup>
Total				\$12,113,565

- 1) The City’s flow-based share of the WRA’s proposed Series 2024B Bonds in the amount of \$28,110,000.\*
- 2) The City’s flow-based share of the WRA’s proposed SRF Loan in the amount of \$14,000,000.\*
- 3) The City’s flow-based share of the WRA’s proposed SRF Loan in the amount of \$8,000,000.\*
- 4) The City’s flow-based share of the WRA’s proposed SRF Loan in the amount of \$27,000,000.\*

\* Preliminary; subject to change.

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## WRA Issued Revenue Debt Supported by Sewer Utility Revenues

The City is a member of the Des Moines Metropolitan Wastewater Reclamation Authority (the “WRA”) and has entered into a financing agreement with the WRA to provide for the City’s share of capital contribution for the construction and ongoing expansion of a metropolitan wastewater system. The WRA amounts below represent the City’s share of the principal payments of the various issues. Other participating communities within the WRA area pay the remaining amounts. Flow-based allocations are subject to change on an annual basis; as such the amount outstanding may be greater than the amount issued due to fluctuations in flow. The amounts listed below are based on FY 2024-25 WRA flows.

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 06/20/24</u>
6/08A	\$2,011,490	Sewer Improvements (SRF Loan)	6/39	\$1,593,604 <sup>1)</sup>
6/08B	1,217,544	Sewer Improvements (SRF Loan)	6/39	965,158 <sup>2)</sup>
6/08D	551,328	Sewer Improvements (SRF Loan)	6/38	369,545 <sup>3)</sup>
2/09B	1,748,269	Sewer Improvements (SRF Loan)	6/39	1,249,514 <sup>4)</sup>
7/09C	1,914,771	Sewer Improvements (SRF Loan)	6/39	1,368,212 <sup>5)</sup>
4/10A	1,034,697	Sewer Improvements (SRF Loan)	6/40	873,242 <sup>6)</sup>
4/10B	1,456,892	Sewer Improvements (SRF Loan)	6/40	1,094,239 <sup>7)</sup>
6/10C-1	157,155	Sewer Improvements (SRF Loan)	6/32	227,805 <sup>8)</sup>
6/10C-2	1,689,417	Sewer Improvements (SRF Loan)	6/32	1,136,847 <sup>9)</sup>
5/11A	4,807,720	Sewer Improvements (SRF Loan)	6/42	4,978,477 <sup>10)</sup>
1/11B	3,330,040	Sewer Improvements (SRF Loan)	6/41	2,597,904 <sup>11)</sup>
5/11C	1,164,134	Sewer Improvements (SRF Loan)	6/41	1,032,788 <sup>12)</sup>
12/11D	1,784,304	Sewer Improvements (SRF Loan)	6/43	1,773,307 <sup>13)</sup>
5/12B	585,983	Sewer Improvements (SRF Loan)	6/42	473,376 <sup>14)</sup>
5/12C	1,442,340	Sewer Improvements (SRF Loan)	6/43	1,550,861 <sup>15)</sup>
5/12D	560,830	Sewer Improvements (SRF Loan)	6/42	580,628 <sup>16)</sup>
11/12E	2,601,081	Sewer Improvements (SRF Loan)	6/43	2,166,296 <sup>17)</sup>
11/12F	301,979	Sewer Improvements (SRF Loan)	6/43	251,083 <sup>18)</sup>
11/12G	2,726,020	Sewer Improvements (SRF Loan)	6/44	2,838,190 <sup>19)</sup>
4/13A	617,001	Sewer Improvements (SRF Loan)	6/43	664,851 <sup>20)</sup>
1/14A	153,090	Sewer Improvements (SRF Loan)	6/34	113,444 <sup>21)</sup>
2/14C	1,147,716	Sewer Improvements (SRF Loan)	6/34	709,627 <sup>22)</sup>
2/14D	765,300	Sewer Improvements (SRF Loan)	6/34	509,078 <sup>23)</sup>
1/15A	1,282,097	Sewer Improvements (SRF Loan)	6/35	832,463 <sup>24)</sup>
1/15C	356,132	Sewer Improvements (SRF Loan)	6/35	239,048 <sup>25)</sup>
5/15E	4,909,349	Refunding	6/36	3,673,882 <sup>26)</sup>
2/16A	764,720	Sewer Improvements (SRF Loan)	6/35	541,209 <sup>27)</sup>
12/16E	148,867	Sewer Improvements (SRF Loan)	6/36	96,752 <sup>28)</sup>
12/16F	8,505,600	Sewer Improvements (SRF Loan)	6/48	7,661,778 <sup>29)</sup>
12/17A	3,724,380	Sewer Improvements (SRF Loan)	6/49	3,887,466 <sup>30)</sup>
5/18A	411,642	Sewer Improvements (SRF Loan)	6/40	399,690 <sup>31)</sup>
12/18D-1	1,018,000	Sewer Improvements (SRF Loan)	6/39	1,010,455 <sup>32)</sup>
12/18D-2	814,400	Sewer Improvements (SRF Loan)	6/33	435,327 <sup>33)</sup>
12/18E	1,150,340	Sewer Improvements (SRF Loan)	6/40	1,163,547 <sup>34)</sup>
12/18F	610,800	Sewer Improvements (SRF Loan)	6/39	308,591 <sup>35)</sup>
12/19A	1,224,005	Sewer Improvements (SRF Loan)	6/39	1,075,198 <sup>36)</sup>
12/20B	1,135,568	Sewer Improvements (SRF Loan)	6/42	1,217,404 <sup>37)</sup>
4/21A	5,941,251	Refunding	6/34	5,026,539 <sup>38)</sup>
6/22A	2,065,314	Sewer Improvements (SRF Loan)	6/43	2,256,277 <sup>39)</sup>

(Continued on next page)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 06/20/24</u>
12/22B	811,836	Sewer Improvements (SRF Loan)	6/43	814,603 <sup>40)</sup>
12/22C	1,102,860	Sewer Improvements (SRF Loan)	6/43	1,204,341 <sup>41)</sup>
12/22D	2,646,864	Sewer Improvements (SRF Loan)	6/54	3,025,176 <sup>42)</sup>
5/23A	3,552,290	Sewer Improvements (SRF Loan)	6/46	<u>3,552,290</u> <sup>43)</sup>
Total				\$67,540,112

The amounts listed above and on the previous page represent the City's share of the principal payments of the various WRA bond issues. Other participating WRA communities pay the remaining amounts. Flow-based allocations are subject to change on an annual basis; as such the amount outstanding may be greater than the amount issued due to fluctuations in flow.

Notes:

- 1) The City's flow-based share of the WRA's Series 2008A SRF loan outstanding in the amount of \$10,278,000.
- 2) The City's flow-based share of the WRA's Series 2008B SRF loan outstanding in the amount of \$4,090,000.
- 3) The City's flow-based share of the WRA's Series 2008D SRF loan outstanding in the amount of \$1,566,000.
- 4) The City's flow-based share of the WRA's Series 2009B SRF loan outstanding in the amount of \$5,295,000.
- 5) The City's flow-based share of the WRA's Series 2009C SRF loan outstanding in the amount of \$5,798,000.
- 6) The City's flow-based share of the WRA's Series 2010A SRF loan outstanding in the amount of \$5,632,000.
- 7) The City's flow-based share of the WRA's Series 2010B SRF loan outstanding in the amount of \$4,637,000.
- 8) The City's flow-based share of the WRA's Series 2010C-1 SRF loan outstanding in the amount of \$1,988,000.
- 9) The City's flow-based share of the WRA's Series 2010C-2 SRF loan outstanding in the amount of \$9,921,000.
- 10) The City's flow-based share of the WRA's Series 2011A SRF loan outstanding in the amount of \$43,446,000
- 11) The City's flow-based share of the WRA's Series 2011B SRF loan outstanding in the amount of \$11,009,000.
- 12) The City's flow-based share of the WRA's Series 2011C SRF loan outstanding in the amount of \$6,661,000.
- 13) The City's flow-based share of the WRA's Series 2011D SRF loan outstanding in the amount of \$11,437,000.
- 14) The City's flow-based share of the WRA's Series 2012B SRF loan outstanding in the amount of \$2,006,000.
- 15) The City's flow-based share of the WRA's Series 2012C SRF loan outstanding in the amount of \$13,534,000.
- 16) The City's flow-based share of the WRA's Series 2012D SRF loan outstanding in the amount of \$5,067,000.
- 17) The City's flow-based share of the WRA's Series 2012E SRF loan outstanding in the amount of \$9,180,000.
- 18) The City's flow-based share of the WRA's Series 2012F SRF loan outstanding in the amount of \$1,064,000.
- 19) The City's flow-based share of the WRA's Series 2012G SRF loan outstanding in the amount of \$18,305,000.
- 20) The City's flow-based share of the WRA's Series 2013A SRF loan outstanding in the amount of \$5,802,000.
- 21) The City's flow-based share of the WRA's Series 2014A SRF loan outstanding in the amount of \$990,000.
- 22) The City's flow-based share of the WRA's Series 2014C SRF loan outstanding in the amount of \$3,093,000.
- 23) The City's flow-based share of the WRA's Series 2014D SRF loan outstanding in the amount of \$3,436,000.
- 24) The City's flow-based share of the WRA's Series 2015A SRF loan outstanding in the amount of \$5,369,000.
- 25) The City's flow-based share of the WRA's Series 2015C SRF loan outstanding in the amount of \$1,013,000.
- 26) The City's flow-based share of the WRA's Series 2015E Sewer Revenue Refunding Bonds outstanding in the amount of \$21,645,000.
- 27) The City's flow-based share of the WRA's Series 2016A SRF loan outstanding in the amount of \$4,723,000.
- 28) The City's flow-based share of the WRA's Series 2016E SRF loan outstanding in the amount of \$410,000.
- 29) The City's flow-based share of the WRA's Series 2016F SRF loan outstanding in the amount of \$34,561,000.
- 30) The City's flow-based share of the WRA's Series 2017A SRF loan outstanding in the amount of \$33,925,000.
- 31) The City's flow-based share of the WRA's Series 2018A SRF loan outstanding in the amount of \$3,488,000.
- 32) The City's flow-based share of the WRA's Series 2018D-1 SRF loan outstanding in the amount of \$8,818,000.
- 33) The City's flow-based share of the WRA's Series 2018D-2 Taxable SRF loan outstanding in the amount of \$3,799,000.
- 34) The City's flow-based share of the WRA's Series 2018E SRF loan outstanding in the amount of \$10,154,000.
- 35) The City's flow-based share of the WRA's Series 2018F SRF loan outstanding in the amount of \$2,693,000.
- 36) The City's flow-based share of the WRA's Series 2019A SRF loan outstanding in the amount of \$9,383,000.
- 37) The City's flow-based share of the WRA's Series 2020B SRF loan outstanding in the amount of \$10,624,000.
- 38) The City's flow-based share of the WRA's Series 2021A Sewer Revenue Refunding Bonds outstanding in the amount of \$30,570,000.
- 39) The City's flow-based share of the WRA's Series 2022A SRF loan outstanding in the amount of \$19,690,000.
- 40) The City's flow-based share of the WRA's Series 2022B SRF loan outstanding in the amount of \$3,452,000.
- 41) The City's flow-based share of the WRA's Series 2022C SRF loan outstanding in the amount of \$10,510,000.
- 42) The City's flow-based share of the WRA's Series 2022D SRF loan outstanding in the amount of \$26,400,000.
- 43) The City's flow-based share of the WRA's Series 2023A SRF loan outstanding in the amount of \$31,000,000.

**INDIRECT GENERAL OBLIGATION DEBT**

<u>Taxing District</u>	<u>1/1/2023 Taxable Valuation</u> <sup>1)</sup>	<u>Portion of Valuation Within the City</u> <sup>2)</sup>	<u>Percent Applicable</u>	<u>G.O. Debt</u> <sup>3)</sup>	<u>City's Proportionate Share</u>
Polk County	\$36,021,746,937	\$5,729,442,520	15.91%	\$148,116,000	\$23,565,256
Ankeny CSD	5,819,511,347	5,365,800,311	92.20%	28,900,000	26,645,800
North Polk CSD	767,797,489	69,860,842	9.10%	23,060,000	2,098,460
Saydel CSD	1,666,042,907	293,781,367	17.63%	18,985,000	3,347,056
Des Moines Area Comm. College	67,526,147,035	5,729,442,520	8.48%	77,450,000	<u>6,567,760</u>
City's share of total overlapping debt:					\$62,224,332

- 1) Taxable Valuation excludes the exemptions and includes Ag. Land & Buildings, Taxable TIF Increment and all Utilities.
- 2) Valuation excludes the exemptions and includes Ag. Land & Buildings, Taxable TIF Increment, all Utilities and City exempt valuations.
- 3) Includes general obligation bonds, PPEL notes, certificates of participation and new jobs training certificates. Estimate based on publicly available data as of January 23, 2024.

**DEBT RATIOS**

	<u>G.O. Debt</u>	<u>Debt/Actual Market Value (\$10,599,779,037)</u> <sup>1)</sup>	<u>Debt/67,887 Population</u> <sup>2)</sup>
Total General Obligation Debt	\$101,425,000*	0.96%*	\$1,494.03*
Less Debt Paid by Enterprise Funds	<u>(7,976,667)*</u> <sup>3)</sup>		
Net General Obligation Debt	\$93,448,333*	0.88%*	\$1,376.53*
City's share of overlapping debt	\$62,224,332	0.59%	\$916.59

- 1) Based on the City's 2023 actual valuation of property; includes Ag. Land, Ag. Buildings, all Utilities and TIF Increment.
- 2) Based on the 2020 US Census.
- 3) General obligation debt service is abated by enterprise funds including the City's Water, Sewer and Storm Water funds.

\* Preliminary; subject to change.

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## THE CITY

### CITY GOVERNMENT

The City of Ankeny, Iowa incorporated in 1903, operates under a Mayor/Council/City Manager form of government. The City Council is the governing body of the City, consisting of five members elected at large. The City Manager, Mr. David Jones, was appointed by the City Council and is responsible for the day-to-day operations of the City. The Mayor is elected for a term of four years. Under the direction of the City Manager are department directors who administer the specific services offered by the City. In addition, the City Council appoints citizens to serve on special commissions and boards.

### LEVIES AND TAX COLLECTIONS

<u>Fiscal Year</u>	<u>Levy</u>	<u>Collected During Collection Year</u>	<u>Percent Collected</u>
2019-20	\$46,431,530	\$45,983,656	99.03%
2020-21	48,595,518	48,555,896	99.92%
2021-22	50,961,413	50,901,560	99.88%
2022-23	54,946,583	54,917,537	99.95%
2023-24	57,536,146	-----In Process of Collection-----	

Collections include delinquent taxes from all prior years. Taxes in Iowa are delinquent each October 1 and April 1 and a late payment penalty of 1.5% per month of delinquency is enforced as of those dates. If delinquent taxes are not paid, the property may be offered at the regular tax sale on the third Monday of June following the delinquency date. Purchasers at the tax sale must pay an amount equal to the taxes, special assessments, interest and penalties due on the property and funds so received are applied to taxes. A property owner may redeem from the regular tax sale but, failing redemption within three years, the tax sale purchaser is entitled to a deed, which in general conveys the title free and clear of all liens except future tax installments.

### TAX RATES

	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>
	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>
Polk County	7.30880	7.30880	7.13383	6.77099	6.77099
City of Ankeny	10.35000	10.00000	9.95000	9.90000	9.90000
Ankeny Comm. School District	17.52323	17.41039	17.31652	17.05078	16.99602
Saydel Comm. School District	12.89000	12.89000	12.89000	12.89000	12.99801
North Polk Comm. School District	18.99000	18.54662	18.58960	18.74720	18.77122
Des Moines Area Community College	0.65249	0.63533	0.67789	0.69448	0.74410
Broadlawns Medical Center	2.77513	2.67405	2.57740	2.57722	2.63945
County Assessor	0.25455	0.24836	0.19192	0.22542	0.22070
County Ag. Extension	0.03689	0.03502	0.03486	0.03328	0.03346
Des Moines Regional Transit Authority	0.66400	0.66900	0.65206	0.63567	0.62636
State of Iowa	<u>0.00280</u>	<u>0.00270</u>	<u>0.00260</u>	<u>0.00240</u>	<u>0.00180</u>
<b><u>Total City Tax Rate for Resident of:</u></b>					
Ankeny Comm. School District	39.56789	38.98365	38.53708	37.89024	37.93288
Saydel Comm. School District	34.93466	34.46326	34.11056	33.72946	33.93487
North Polk Comm. School District	41.03466	40.11988	39.81016	39.58666	39.70808

## **LEVY LIMITS**

A city's general fund tax levy is limited to \$8.10 per \$1,000 of taxable value, with provision for an additional \$0.27 per \$1,000 levy for an emergency fund which can be used for general fund purposes (Code of Iowa, Chapter 384, Division I). Cities may exceed the \$8.10 limitation upon authorization by a special levy election. Further, there are limited special purpose levies, which may be certified outside of the above-described levy limits (Code of Iowa, Section 384.12). The amount of the City's general fund levy subject to the \$8.10 limitation is \$6.20310 for Fiscal Year 2023-24. In addition, the City does levy a portion of costs for an aviation authority and employee benefits. The City does not levy for the emergency fund. Debt service levies are not limited, rather the City is only subject to the aggregate constitutional debt limits. See "DEBT LIMIT" herein. See "PROPERTY TAX LEGISLATION" herein for a discussion of revisions to the administration of the general fund levy beginning in Fiscal Year 2024-25.

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**CITY FUNDS ON HAND (Cash and Investments as of March 31, 2024)**

Budgeted Funds

General:	
General	\$32,653,758.74
Hotel/Motel Tax	1,201,144.06
Special Revenue:	
Fire Gift	35,474.14
Hawkeye Park Player Fees	27,174.02
Police Gift	14,309.88
Road Use Tax	10,007,043.74
Police Seizure	69,060.16
Tax Increment Financing	8,911,713.58
Police and Fire Retirement	1,018,795.46
Landfill Postclosure	86,375.45
Friends of the Ankeny Library	77,453.71
Park Dedication	499,761.95
Sports Complex Foundation	146,024.06
Ankeny Garden Club	11,291.84
Miracle Park	72,575.08
Dog Park	1,376.46
Parks & Recreation Scholarship	26,882.15
Civic Trust	340,101.38
Debt Service	8,306,688.20
Enterprise:	
Solid Waste	493,013.83
Utility Deposits	429,110.62
Water Operations	21,389,912.84
Water Improvement	1,761,600.00
Water Sinking	3,117,109.29
Sewer Operations	18,266,529.94
Sewer Improvement	3,401,518.12
Storm Water	3,916,592.39
Golf Course	1,864,000.10
Capital Projects:	
Utility Capital Projects	6,432,240.29
Special Assessments	501,846.71
Capital Projects	<u>21,193,631.72</u>
Total Budgeted Funds	<u>\$146,274,109.91</u>

Unbudgeted Funds

Internal Service:	
Revolving	\$889,622.20
Risk Management	1,269,048.79
Health Insurance	6,943,847.75
Sustainability Revolving Loan	29,728.79
Economic Development Revolving	275,791.85
Equipment Reserve	<u>2,150,797.33</u>
Total Unbudgeted Funds	<u>\$11,558,836.71</u>

## EMPLOYEES AND PENSIONS

The City currently has 314 full-time employees, 58 part-time employees and 472 seasonal employees, including a police force of 76 sworn personnel and a fire department of 80 full and part-time firefighters and paramedics. The City participates in two statewide employee retirement systems, the Iowa Public Employees Retirement System (“IPERS”) and the Municipal Fire and Police Retirement System of Iowa (“MFPRSI”). All of the City’s 844 employees, with the exception of full-time police and fire employees, are eligible for inclusion in IPERS pension administered by the State of Iowa (the “State”). The State administers IPERS and a nine-member board of trustees governs the MFPRSI. Though separate and apart from state government, the MFPRSI board is authorized by state legislature, which also establishes by statute the pension and disability benefits and the system’s funding mechanism. All full-time employees must participate in either IPERS or MFPRSI.

Iowa Public Employees Retirement System: The City contributes to IPERS, which is a cost-sharing, multiple-employer, contributory defined benefit public employee retirement system. IPERS provides retirement and death benefits, which are established by state statute, to plan members and beneficiaries. IPERS is authorized to adjust the total contribution rate up or down each year, by no more than 1 percentage point, based upon the actuarially required contribution rate. The City’s contributions to IPERS for the Fiscal Years ended June 30, 2021, 2022 and 2023, as shown below, equal the required contributions for each year.

	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
City’s IPERS Contribution	\$1,335,693	\$1,444,883	\$1,585,885

Pursuant to Governmental Accounting Standards Board (“GASB”) Statement No. 68, the City reported a liability of \$6,592,012 within its Annual Comprehensive Financial Report as of June 30, 2023 for its proportionate share of the IPERS net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of contributions to IPERS relative to the contributions of all IPERS participating employers. At June 30, 2022, the City’s collective proportion was 0.174477%, which was an increase of 0.034005% from its proportion measured as of June 30, 2021.

The City cannot predict the levels of funding that will be required in the future as any IPERS unfunded pension benefit obligation could be reflected in future years in higher contribution rates. The investment of moneys, assumptions underlying the same and the administration of IPERS is not subject to the direction of the City. Thus, it is not possible to predict, control or prepare for future unfunded actuarial liabilities of IPERS (“UAL”). The UAL is the difference between total actuarially accrued liabilities and actuarially calculated assets available for the payment of such benefits. The UAL is based on assumptions as to retirement age, mortality, projected salary increases attributed to inflation, across-the-board raises and merit raises, adjustments, cost-of-living adjustments, valuation of current assets, investment return and other matters. Such UAL could be substantial in the future, requiring significantly increased contributions from the City which could affect other budgetary matters.

The IPERS Annual Comprehensive Financial Report is available on the IPERS website or by contacting IPERS at 7401 Register Drive, Des Moines, IA 50321. The information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

***Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor’s website or links to other internet sites accessed through the IPERS website.***

For additional information on the City’s pensions, including information related to deferred outflows and inflows of resources related to pensions, expenses, actuarial assumptions, discount rate and discount rate sensitivities, refer to Note 9, Pensions – Iowa Public Employees Retirement System (IPERS), beginning on page 55 of the City’s June 30, 2023 Annual Comprehensive Financial Report contained as APPENDIX D of this Preliminary Official Statement.

Municipal Fire and Police Retirement System of Iowa (“MFPRSI”): The City contributes to MFPRSI, which is a cost-sharing, multiple-employer, defined benefit pension plan. MFPRSI provides retirement, disability and death benefits to plan members and beneficiaries. Benefit provisions are established by state statute and vest after four years of credited service. The City’s full-time police officers and fire fighters are enrolled in the MFPRSI.

MFPRSI plan members are required to contribute a percentage of their annual covered salary, and the City is required to contribute at an actuarially determined rate of annual covered payroll. The contribution requirements of plan members and the City are established and may be amended by state statute. The City’s contributions to MFPRSI for the Fiscal Years ended June 30, 2021, 2022 and 2023, as shown below, equal the required contributions for each year.

	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
City’s MFPRSI Contribution	\$2,216,680	\$2,560,639	\$2,694,134

Pursuant to GASB Statement No. 68, the City reported a liability of \$16,262,699 within its Annual Comprehensive Financial Report as of June 30, 2023 for its proportionate share of the MFPRSI net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of contributions to the MFPRSI relative to the contributions of all MFPRSI participating employers. At June 30, 2022, the City’s collective proportion was 2.89593%, which was an increase of 0.2007% from its proportion measured as of June 30, 2021.

The MFPRSI Financial Statements are available on the MFPRSI website or by contacting MFPRSI at 7155 Lake Drive, Suite 201, West Des Moines, IA 50266. The information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

***Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from MFPRSI discussed above or included on the MFPRSI website, including, but not limited to, updates of such information on the State Auditor’s website or links to other internet sites accessed through the MFPRSI website.***

For additional information on the City’s pensions, including information related to deferred outflows and inflows of resources related to pensions, expenses, actuarial assumptions, discount rate and discount rate sensitivities, refer to Note 9, Pensions – Municipal Fire and Police Retirement System of Iowa (MFPRSI), beginning on page 58 of the City’s June 30, 2023 Annual Comprehensive Financial Report contained as APPENDIX D of this Preliminary Official Statement.

**OTHER POST-EMPLOYMENT BENEFITS (OPEB)**

Plan Description: The City administers a single-employer health defined benefit plan which provides medical, prescription drug and dental benefits for employees, retirees and their spouses. Group insurance benefits are established under Iowa Code Chapter 509A.13. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

OPEB Benefits: The medical and prescription drug benefits are provided through a partially self-insured plan administered by Wellmark Blue Cross Blue Shield and dental benefits through a fully insured plan with Delta Dental of Iowa. Individuals who are employed by the City are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirement. Retirees under age 65 pay the same premium for the medical, prescription drug and dental benefits as active employees, which results in an implicit rate subsidy and an OPEB liability. Retired participants must be age 55 or older at retirement. At July 1, 2022, there were 291 active and 8 inactive employees in the plan.

The contribution requirements of plan members are established and may be amended by the City. The current funding policy of the City is to pay health insurance premiums as they occur. The required contribution is based on projected pay-as-you go financing. For Fiscal Year ended June 30, 2023, the City’s recognized an OPEB expense of \$373,354.

Total OPEB Liability: The City’s total OPEB liability at June 30, 2023 was \$2,757,594 and was determined by an actuarial valuation as of July 1, 2022. The following table shows the components of the City’s annual OPEB cost for Fiscal Year ended June 30, 2023, the amount actuarially contributed to the plan, and changes in the City’s total OPEB liability:

Total OPEB liability, beginning of year	\$2,879,256
Changes for the year:	
Service cost	226,522
Interest	96,049
Differences between expected and actual experiences	8,065
Changes in assumptions	(348,878)
Benefit payments	<u>(103,420)</u>
Net changes	<u>(121,662)</u>
Total OPEB liability, end of year	<u>\$2,757,594</u>

For additional information, refer to Note 13, Other Postemployment Benefits (OPEB), beginning on page 66 of the City’s June 30, 2023 Annual Comprehensive Financial Report contained as APPENDIX D of this Preliminary Official Statement.

**UNION CONTRACTS**

The City currently has negotiated contracts with three employee groups. The Ankeny Police Department Employee’s Union (Teamsters), the Ankeny Career Firefighters Union, and the AFSCME Union (Municipal Utilities, Parks & Recreation, and Golf Course employees).

The Ankeny Police Department Employee’s Union approved a four-year contract, beginning July 1, 2022 and ending June 30, 2026; the Ankeny Career Firefighters Union approved a three-year contract, beginning July 1, 2022 and ending June 30, 2025; and the AFSCME Union approved a two-year contract beginning July 1, 2023 and ending June 30, 2025. These contracts include annual cost of living adjustments of 3% and step advancements for those employees eligible.

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## INSURANCE

The City's insurance coverage is as follows:

### Liability:

Legal Liability for Automobile Claims	\$15,000,000
Covered Pollution Cost or Expense for Automobiles	\$15,000,000
Uninsured and Underinsured Motorist	\$500,000/person, \$500,000/occurrence
Legal Liability for General Liability Claims	\$15,000,000
Appeal Bonds, Bail Bonds, Bonds to Release Property	Unlimited
Broad Legal Defense Fund	\$25,000/occurrence, \$25,000/aggregate
Claim and Defense Expenses	Unlimited
Cyber Liability	\$1,000,000/occurrence, \$1,000,000/aggregate
Fire Department Training Activities and Fire Department	\$500,000
Good Samaritan	\$15,000,000
Medical Expenses – Other than Automobiles	\$10,000
Medical Malpractice	\$15,000,000
Member Expenses	\$10,000
Moral Obligation to Pay	\$5,000/occurrence, \$10,000/aggregate
Non-Monetary Relief Defense Expense	\$500,000
Post-Judgment/Pre-Judgment Interest	Unlimited
Stop Gap	\$15,000,000
Pollution Liability Coverage – Pesticides	\$10,000,000
Liquor Liability	\$10,000,000
Public Officials Wrongful Acts	\$15,000,000
Employment Expense	\$15,000,000
Employee Benefit Liability	\$1,000,000
Employment Practices Wrongful Acts	\$15,000,000
Legal Liability for Law Enforcement Claims	\$15,000,000
Anti-Skid Material Storage and Application	\$15,000,000
Chlorine	\$15,000,000
Fungi or Bacteria Clean Up/Injury	\$25,000/occurrence, \$50,000/aggregate
Sewer Back-Up	\$1,000,000/occurrence, \$1,000,000/aggregate
Water Treatment Plant – Clean Up Expense	\$50,000/occurrence, \$50,000/aggregate
Water Treatment Plant – Third Party Liability	\$50,000/occurrence, \$50,000/aggregate

### Property:

Buildings	\$165,713,331
Personal Property	\$9,204,497
Fine Arts	\$80,500
Miscellaneous Property – Scheduled	\$5,246,617
Miscellaneous Property – Unscheduled	\$1,599,622
Vehicles	\$13,706,312

### Crime:

Employee Theft	\$50,000
Forgery or Alteration	\$10,000
Computer Fraud and Funds Transfer	\$10,000

### Excess Policies:

Employee Dishonesty	\$100,000
Employee Dishonesty for Specified Positions	\$500,000
Cyber Liability	\$2,000,000
Worker's Compensation	Statutory
Employee Health Insurance (per member)	Unlimited

## GENERAL INFORMATION

### LOCATION AND TRANSPORTATION

The City is located in central Iowa, approximately six miles north of downtown Des Moines, Iowa and midway between Kansas City, Missouri and Minneapolis, Minnesota. The City is located on Interstate 35, Interstate 80, which bisects Iowa from east to west, passes less than ten miles south of the City. Ankeny’s strategic location is reflected in the number of freight and transportation facilities servicing the City. In addition, the City is serviced by the Des Moines International Airport.

### LARGER EMPLOYERS

A representative list of larger employers in the City is as follows:

<u>Employer</u> <sup>1)</sup>	<u>Type of Business</u>	<u>Approximate Number of Employees</u> <sup>2)</sup>
Ankeny Community School District	Education	2,488
John Deere Des Moines Works	Farm Equipment	1,550
Casey’s General Stores	Retail/Distribution	1,235
Baker Group	Mechanical/Electrical Contractor	922
Des Moines Area Community College	Higher Education	899 <sup>3)</sup>
City of Ankeny	Municipal Government	844
Perishable Distributors of Iowa	Wholesale Meat/Bakery Distributor	827
Mom’s Meals <sup>4)</sup>	Wholesale Distribution	558
Hy-Vee Fresh Commissary	Prepared Food Production	437
Amazon	Retail Distribution	420

- 1) Does not include retail employers.
- 2) Includes full-time, part-time and seasonal employees.
- 3) Does not include student employees and adjunct faculty.
- 4) Purfoods dba Mom’s Meals.

Source: City of Ankeny. The list is updated frequently as changes are identified and is not to be construed as a complete profile.

### BUILDING PERMITS

City officials report the following construction activity as of March 31, 2024. Permits for the City are reported on a calendar year basis.

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
<b>Residential Construction:</b>					
No. of new permits	1,168	956	818	615	147
Valuation	\$297,765,158	\$267,199,991	\$283,937,889	\$206,254,033	\$54,362,535
<b>Commercial Construction:</b>					
No. of new permits	22	28	34	26	2
Valuation	<u>\$65,497,340</u>	<u>\$116,246,592</u>	<u>\$172,457,117</u>	<u>\$54,679,860</u>	<u>\$3,063,263</u>
Total Permits	1,190	984	852	641	149
Total Valuations	\$363,262,498	\$383,446,583	\$456,395,006	\$260,933,893	\$57,425,798

Source: City of Ankeny.

## U.S. CENSUS DATA

	<u>Year</u>	<u>City of Ankeny</u>
Population Trend:	1990 U.S. Census	18,482
	2000 U.S. Census	27,117
	2005 Special Census	36,161
	2010 U.S. Census	45,582
	2015 Special Census	54,598
	2020 U.S. Census	67,887

Source: U.S. Census Bureau

## UNEMPLOYMENT RATES

<u>Annual Averages:</u>	<u>City of Ankeny</u>	<u>Polk County</u>	<u>State of Iowa</u>
2019	2.0%	2.8%	2.7%
2020	4.2%	5.9%	5.2%
2021	3.0%	4.0%	3.8%
2022	2.1%	2.7%	2.7%
2023	2.4%	2.9%	2.9%

Source: U.S. Bureau of Labor Statistics

## EDUCATION

Public education is provided by the Ankeny Community School District, with a 2023 certified enrollment of 12,637.2 students. The Ankeny Community School District, with approximately 2,488 full-time and part-time employees, owns and operates a preschool, eleven elementary schools, four middle schools and two high schools. The Saydel Community School District and the North Polk Community School District also provide public education to residents of the City. Higher education in the area is provided by Des Moines Area Community College located within the City. Simpson College, Iowa State University, Drake University, Grandview University and Upper Iowa University are also higher education institutions within the area. Private education is provided by Ankeny Christian Academy, Faith Baptist Bible College and Seminary and St. Luke the Evangelist Catholic School.

## FINANCIAL SERVICES

Financial services for the residents of the City are provided by Community State Bank, and branch offices of Availa Bank, Bankers Trust Company, BMO, Central Bank, Charter Bank, Chase Bank, First Interstate Bank, First National Bank, Great Southern Bank, Lincoln Savings Bank, Northwest Bank, Two Rivers Bank & Trust, U.S. Bank, N.A. and Wells Fargo Bank, N.A. In addition, financial services for the residents of the City are provided by the following credit unions, Community Choice Credit Union, Green State Credit Union and Veridian Credit Union. Community State Bank and branch offices of First Interstate Bank located within the City report the following deposits as of June 30 for each year:

<u>Year</u>	<u>Community State Bank</u>	<u>First Interstate Bank</u> <sup>1)</sup>
2019	\$705,777,000	\$105,775,000
2020	778,499,000	138,032,000
2021	938,429,000	138,405,000
2022	1,006,837,000	103,772,000
2023	1,073,905,000	64,456,000

1) Great Western Bank merged with First Interstate Bank in February 2022, dba First Interstate Bank.

Source: Federal Deposit Insurance Corporation website

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## **APPENDIX B**

### **DESCRIPTION OF THE MUNICIPAL WATER UTILITY**

*The \$4,175,000\* Water Revenue Bonds, Series 2024B (the "Series 2024B Bonds") ARE NOT GENERAL OBLIGATIONS OF THE CITY but are payable solely and only from a pledge of Net Revenues of the City's Municipal Water Utility.*

\*Preliminary; subject to change.

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## **DESCRIPTION OF THE MUNICIPAL WATER UTILITY**

### **THE WATER UTILITY**

The City owns its Municipal Water Utility (the “Water Utility”). The management and operation of the Water Utility is directed by the City Council. The City Council has complete authority to establish rates and charges for utility services and is not subject to rate regulation by any state agency. The Municipal Utilities Director is responsible for implementation of City Council policies and daily operations of the Water Utility.

The Water Utility accounts for the administration, operation, maintenance, and debt management of the City’s water infrastructure, processing, and delivery system. The Water Utility does not produce its own water, but instead purchases water from the Des Moines Water Works (“DMWW”). The treated water is supplied by DMWW through a network of pumping stations, storage tanks and water mains. DMWW is managed by five Trustees appointed by the City of Des Moines City Council. The Water Utility entered into an agreement with DMWW in 2005 to increase its purchase capacity by 6 million gallons per day to assure adequate supplies of water for the future growth of the community. Currently, the Water Utility has purchased capacity of 8.28 MGD. Other expansion of the Water Utility’s capacity and facilities includes planning for water main extensions, replacement of an underground storage facility, as well as an additional water tower.

The Water Utility currently serves over 28,338 customers with an average aggregate daily usage of 7.0 million gallons per day (“MGD”). The peak day usage by the Water Utility’s customers was 9.14 million gallons in the summer of 2020. The current above ground storage capacity for the Water Utility is 4.5 million gallons through four separate storage facilities. The Water Utility also operates two underground aquifer storage facilities that have a capacity of 4 MGD for 75 days and 1.3 MGD for 35 days thereafter. The Water Utility has over 354 miles of water main and 5,040 fire hydrants. Water is received from DMWW through three separate pumping stations having a total daily deliverable capacity of 15 million gallons.

### **DES MOINES WATER WORKS SYSTEM FACILITIES**

The water sources for the DMWW are the Raccoon River and, since 1981, the Des Moines River. An intake and pumping station was constructed in 1949 for direct withdrawal of water from the Raccoon River, to supplement the underground infiltration gallery, which relies on seepage from the Raccoon River. In 1981, the DMWW constructed facilities to tap the Des Moines River as an additional source of water supply. Wells along the Raccoon River near Maffitt Reservoir just west of Des Moines were added as a water source in 2000 to supply the newly constructed Treatment Plant at Maffitt Reservoir. The Saylorville Water Treatment Plant was constructed in 2010 and draws water from radial collector wells under the influence of the Des Moines River. These sources are used to provide adequate supply in the most cost effective combination.

### **CENTRAL IOWA WATER WORKS**

On January 2, 2024, the City entered into an intergovernmental agreement (the “Agreement”) establishing the City as a member agency within the newly formed Central Iowa Water Works (“CIWW”). The CIWW shall commence operations as a wholesale water supplier to member agencies on January 1, 2025. CIWW will establish a shared regional system of drinking water production and supply facilities under regional governance to produce safe, sufficient, reliable, and reasonably priced drinking water. Under terms of the agreement, CIWW will supply 15.026 MGD of initial allocated capacity to the Water Utility within the limits of its initial capacity allocation of 134.5 MGD. CIWW will construct new or expanded additional water supply facilities consistent with its long-range plan. The City will have certain membership costs as a member agency including, without limitation, an allocated share of CIWW’s reserve funds, debt service payments, capital contributions and operating expenses. The City will pay its membership costs to CIWW each fiscal year from revenues of its Water Utility. Finally, the Agreement outlines the formula to calculate the consideration to be paid to and from member agencies for assets transferred to CIWW. Upon commencement, it is estimated that the City will have a net deficit position of \$17.3 million which will be funded with cash or debt financing of the Water Utility payable in a lump sum within 12 months.

**WATER UTILITY RATES AND CHARGES**

The following Water Utility rates and charges were adopted March 18, 2024 and became effective as shown below.

<u>Water Use Rates</u>	<u>Effective April 1, 2024</u>
First 5,000 Gallons	\$6.83
Over 5,000 Gallons	9.58
<u>Service Availability Charge</u>	<u>Effective April 1, 2024</u>
5/8" Meter	\$10.13
3/4" Meter	14.10
1" Meter	22.05
1 1/2" Meter	41.89
2" Meter	65.72
3" Meter	141.15
4" Meter	399.21
6" Meter	796.24
8" Meter	1,391.78

**WATER UTILITY SALES HISTORY AND TOTAL CHARGES**

<u>Fiscal Year</u>	<u>Total Gallons</u>	<u>Usage Charges</u>	<u>Availability Charges</u>	<u>Other Charges</u>
2019	1,700,655,178	\$8,441,409	\$2,874,153	\$635,094
2020	1,781,494,153	9,490,945	2,978,632	704,325
2021	2,102,293,235	12,055,812	3,138,205	855,713
2022	2,084,643,144	12,476,657	3,355,629	893,627
2023	2,257,189,693	14,199,490	3,592,408	1,004,461

**NUMBER OF WATER UTILITY CUSTOMER ACCOUNTS**

<u>Fiscal Year</u>	<u>Total Water Utility Customers</u>
2019	23,157
2020	24,069
2021	25,514
2022	27,012
2023	28,338

**LARGER WATER UTILITY CUSTOMERS (FY 2022-23)**

<u>Customer Name</u>	<u>% of Total Water Utility Consumption</u>
John Deere Des Moines Works	2.84%
Hy-Vee Fresh Commissary	2.38%
Fieldstream Apartments	0.92%
Mrs. Clarks Foods	0.88%
Autumn Ridge Estates	0.80%
Haverkamp Properties	0.66%
Casey's General Stores	0.58%
Ankeny Community Schools	0.53%
Lake Shore Park Owner	0.34%
Imperial Construction	0.32%

**WATER UTILITY FUNDS ON HAND (As of March 31, 2024)**

Utility Deposits	\$429,110.62
Water Operations	21,389,912.84
Water Improvement	1,761,600.00
Water Sinking (includes Reserve)	<u>3,117,109.29</u>
Total	\$26,697,732.75

**WATER UTILITY EMPLOYEES AND PENSIONS**

The Water Utility currently has 16.15 full-time employees, 11 of which are represented by the AFSCME Union.

The Water Utility is current in its obligation to IPERS, which has been as follows: Fiscal Year 2020-21 \$98,483, Fiscal Year 2021-22 \$101,460 and Fiscal Year 2022-23 \$110,069.

## WATER UTILITY HISTORICAL CASHFLOW AND ANTICIPATED DEBT SERVICE COVERAGE

The following table represents the financial performance of the Water Utility for Fiscal Year 2018-19 through Fiscal Year 2022-23 using information from the City’s Annual Comprehensive Financial Reports (“ACFR”). Based on the Fiscal Year 2022-23 ACFR, the Water Utility produced Net Revenues for debt service of \$7,457,046 which would produce 2.33 times debt service coverage of the anticipated \$3,200,634 maximum annual debt service in the Fiscal Year 2028-29. In addition, the table below provides a projection of the Water Utility’s anticipated operating revenues and expenditures for Fiscal Year 2023-24. The projected financial performance cannot be guaranteed and is subject to change.

	Annual Comprehensive Financial Reports					Revised Budget
	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
<b>OPERATING REVENUES</b>						
Usage Fees	\$8,614,127	\$9,479,446	\$12,021,618	\$12,709,187	\$13,860,182	\$15,117,555
Service Availability Charge	2,870,716	2,977,547	3,131,823	3,344,479	3,589,202	3,770,098
Misc Charges	1,436,954	2,205,321	3,119,184	1,510,537	2,434,911	2,271,000
Other Revenues	<u>78,382</u>	<u>78,382</u>	<u>104,105</u>	<u>416,491</u>	<u>393,857</u>	<u>55,983</u>
<b>Total Operating Revenues</b>	<b>\$13,000,179</b>	<b>\$14,740,696</b>	<b>\$18,376,730</b>	<b>\$17,980,694</b>	<b>\$20,278,152</b>	<b>\$21,214,636</b>
<b>OPERATING EXPENSES</b>						
Personal Services	\$1,318,511	\$1,413,600	\$1,542,693	\$1,416,848	\$1,471,011	\$1,776,590
Contractual Services	1,472,023	1,664,700	1,880,092	2,103,235	2,362,960	2,807,422
Des Moines Water Works	5,231,831	5,691,846	6,948,902	7,462,547	8,112,126	9,962,975
Operating Supplies	581,274	725,669	958,759	639,175	933,841	1,015,723
Depreciation	<u>1,247,441</u>	<u>1,329,496</u>	<u>1,472,406</u>	<u>1,616,056</u>	<u>1,710,042</u>	<u>1,795,544</u>
<b>Total Operating Expense</b>	<b>\$9,851,080</b>	<b>\$10,825,311</b>	<b>\$12,802,852</b>	<b>\$13,237,861</b>	<b>\$14,589,980</b>	<b>\$17,358,254</b>
<b>Net Operating Income</b>	<b>\$3,149,099</b>	<b>\$3,915,385</b>	<b>\$5,573,878</b>	<b>\$4,742,833</b>	<b>\$5,688,172</b>	<b>\$3,856,382</b>
Add: Depreciation	1,247,441	1,329,496	1,472,406	1,616,056	1,710,042	1,795,544
Interest on Reserves	<u>41,674</u>	<u>45,762</u>	<u>10,731</u>	<u>22,568</u>	<u>58,832</u>	<u>105,000</u>
<b>Net Revenue for Debt Service</b>	<b>\$4,438,214</b>	<b>\$5,290,643</b>	<b>\$7,057,015</b>	<b>\$6,381,457</b>	<b>\$7,457,046</b>	<b>\$5,756,926</b>
<b>Water Revenue Debt Payments</b>						
Water SRF, Series 2001	\$59,440	\$59,320	\$60,210	\$0	\$0	\$0
Water Ref Bonds, 2014D	239,550	240,350	241,050	244,450	0	0
Water Ref Bonds, 2014E	610,894	616,294	616,394	611,244	0	0
Water Revenue Bonds, 2017B	167,169	162,569	162,969	163,169	163,169	162,969
Water Revenue Bonds, 2018B	517,933	518,331	517,831	518,081	521,331	520,681
Water Revenue Bonds, 2019B	0	456,081	457,300	454,550	456,300	452,300
Water Revenue Bonds, 2020B	0	0	206,131	279,475	278,625	277,625
Water SRF Notes, 2021B	0	0	0	132,827	172,798	175,540
Water SRF Notes, 2023A	0	0	0	0	64	325,552
Water SRF Notes, 2023C	0	0	0	0	0	52,817
Water SRF Notes, 2023D	0	0	0	0	0	10,449
Water Revenue Bonds, 2024B	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Total Parity Revenue Debt</b>	<b>\$1,594,986</b>	<b>\$2,052,945</b>	<b>\$2,261,885</b>	<b>\$2,403,795</b>	<b>\$1,592,287</b>	<b>\$1,977,934</b>
<b>G.O. Debt Service</b>	<b><u>\$205,799</u></b>	<b><u>\$129,341</u></b>	<b><u>\$149,679</u></b>	<b><u>\$89,000</u></b>	<b><u>\$87,583</u></b>	<b><u>\$87,750</u></b>
<b>Total Debt Service</b>	<b>\$1,800,785</b>	<b>\$2,182,286</b>	<b>\$2,411,564</b>	<b>\$2,492,795</b>	<b>\$1,679,870</b>	<b>\$2,065,684</b>
<b>Debt Service Coverage</b>						
Net Revenues/ Revenue Debt	2.78	2.58	3.12	2.65	4.68	2.91
Net Revenues/ All Debt	2.46	2.42	2.93	2.56	4.44	2.79
<b>CASHFLOW AFTER DEBT</b>	<b>\$2,637,429</b>	<b>\$3,108,357</b>	<b>\$4,645,451</b>	<b>\$3,888,662</b>	<b>\$5,777,176</b>	<b>\$3,691,242</b>

**WATER UTILITY REVENUE DEBT**

The City has revenue debt outstanding payable solely from Net Revenues of the Water Utility as follows (includes the Series 2024B Bonds)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 06/20/24</u>
5/17B	\$1,605,000	Water Improvements	6/29	\$755,000
5/18B	5,990,000	Water Improvements	6/33	4,000,000
5/19B	5,090,000	Water Improvements	6/34	3,760,000
6/20B	3,375,000	Water Improvements	6/35	2,655,000
4/21B	2,865,000	Water Improvements (SRF Loan)	6/41	2,504,000 <sup>1)</sup>
4/23A	5,783,000	Water Improvements (SRF Loan)	6/43	5,545,000 <sup>2)</sup>
5/23C	3,248,000	Water Improvements (SRF Loan)	6/43	3,247,000 <sup>3)</sup>
12/23D	11,103,000	Water Improvements (SRF Loan)	6/44	11,103,000 <sup>4)</sup>
6/24B	4,175,000*	Water Improvements	6/39	<u>4,175,000</u> *
<b>Total</b>				<b>\$37,744,000 *</b>

- 1) Based on preliminary debt service schedule established prior to the final project draws. The City has drawn \$2,860,000 of the \$2,865,000 as of March 31, 2024.
- 2) Based on preliminary debt service schedule established prior to the final project draws. The City has drawn \$5,013,728 of the \$5,783,000 as of March 31, 2024.
- 3) Based on preliminary debt service schedule established prior to the final project draws. The City has drawn \$2,909,086 of the \$3,248,000 as of March 31, 2024.
- 4) Based on preliminary debt service schedule established prior to the final project draws. The City has drawn \$55,515 of the \$11,103,000 as of March 31, 2024.

\*Preliminary, subject to change.

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**Annual Fiscal Year Debt Service Payments of Water Revenue Debt (Includes the Series 2024B Bonds)**

Fiscal Year	<u>Current Outstanding</u>		<u>Series 2024B Bonds</u>		<u>Total Debt Outstanding</u>	
	<u>Principal</u>	<u>Principal and Interest</u>	<u>Principal*</u>	<u>Principal and Interest*</u>	<u>Principal*</u>	<u>Principal and Interest*</u>
2024-25	\$2,007,000	\$2,678,005	\$180,000	\$397,506	\$2,187,000	\$3,075,511
2025-26	2,077,000	2,769,983	195,000	414,725	2,272,000	3,184,708
2026-27	2,135,000	2,772,438	210,000	419,000	2,345,000	3,191,438
2027-28	2,202,000	2,782,056	220,000	417,450	2,422,000	3,199,506
2028-29	2,262,000	2,785,284	230,000	415,350	2,492,000	3,200,634
2029-30	2,153,000	2,620,211	245,000	417,700	2,398,000	3,037,911
2030-31	2,209,000	2,623,521	260,000	419,225	2,469,000	3,042,746
2031-32	2,261,000	2,621,008	270,000	414,925	2,531,000	3,035,933
2032-33	2,323,000	2,630,334	285,000	415,075	2,608,000	3,045,409
2033-34	1,860,000	2,113,131	300,000	414,400	2,160,000	2,527,531
2034-35	1,448,000	1,661,425	320,000	417,900	1,768,000	2,079,325
2035-36	1,203,000	1,389,060	335,000	415,300	1,538,000	1,804,360
2036-37	1,226,000	1,391,008	355,000	416,875	1,581,000	1,807,883
2037-38	1,251,000	1,394,553	375,000	417,350	1,626,000	1,811,903
2038-39	1,276,000	1,397,660	<u>395,000</u>	416,725	1,671,000	1,814,385
2039-40	1,301,000	1,400,330			1,301,000	1,400,330
2040-41	1,327,000	1,403,563			1,327,000	1,403,563
2041-42	1,179,000	1,232,340			1,179,000	1,232,340
2042-43	1,203,000	1,235,708			1,203,000	1,235,708
2043-44	<u>666,000</u>	677,655			<u>666,000</u>	677,655
Total	\$33,569,000		\$4,175,000*		\$37,744,000*	

\* Preliminary; subject to change.

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## **WATER UTILITY REGULATORY MATTERS**

### General

The Water Utility is subject to the provisions of the Federal Safe Drinking Water Act, as amended, commonly referred to as the “SDWA – Safe Drinking Water Act”, the stated objective of which is to maintain the integrity of public water supplies. The regulatory requirements for SDWA – Safe Drinking Water Act are administered by the United States Environmental Protection Agency (“EPA”) through the Iowa Department of Natural Resources (“IDNR”).

The SDWA – Safe Drinking Water Act imposes numerous permit and regulatory requirements on public water treatment and distribution systems. Drinking water treatment facilities and distribution system owners and operators such as the Water Utility are required to provide treatment as established by federal regulation for all drinking water purchased from Des Moines Water Works or treated at one of our Aquifer Storage Recovery (ASR) wells and delivered to all customers through the distribution system. All drinking water treatment and distribution systems require water supply operation permits issued by IDNR that specify required treatment practices, system monitoring, and raw/finished water testing requirements. The SDWA – Safe Drinking Water Act is enforced by EPA through administrative orders and procedures.

The Water Utility is not aware of or party to any pending or contemplated legal actions by IDNR and/or EPA as it relates the Federal Safe Drinking Water Act requirements at this time.

## **WATER UTILITY CURRENT REGULATORY MATTERS**

### Water Supply Operation Permit

The water supply operation permit for the Water Utility will expire on February 28, 2026. This permit had an effective date of April 5, 2023. The following testing is required by IDNR for distribution system testing.

- 70 routine monthly coliform bacteria tests in the distribution system
- 30 lead and copper samples every 3 years at tier one residences
- Quarterly testing of disinfection by-products (TTHM and HAA)
- Provide daily disinfectant residual levels at connection points and in distribution system
- Provide pumpage or flow at each connection point to consecutive system

In addition, the Water Utility is required to perform the following tests at each of our aquifer storage and recover (“ASR”) wells at prescribed sample intervals.

- Combined radium and gross alpha radiological testing
- Nitrate levels
- Organic and inorganic chemicals (IOC, SOC, VOC)
- Sodium levels

Lastly the Water Utility is required to operate under the rule authorization of the EPA Underground Injection Control program as spelled out in the letter provided to the Water Utility on December 11, 2018 for each of our ASR wells.

## **APPENDIX C**

### **FORMS OF LEGAL OPINIONS**

**APPENDIX D**

JUNE 30, 2023 ANNUAL COMPREHENSIVE FINANCIAL REPORT

**APPENDIX E**

**FORMS OF CONTINUING DISCLOSURE CERTIFICATES**

**OFFICIAL BID FORM – SERIES 2024A BONDS**

TO: City Council of  
City of Ankeny, Iowa

Sale Date: May 20, 2024  
10:00 A.M., Central Time

RE: \$17,425,000\* General Obligation Bonds, Series 2024A (the “Series 2024A Bonds”)

This bid is a firm offer for the purchase of the Series 2024A Bonds identified in the TERMS OF OFFERING, on the terms set forth in this bid form, the TERMS OF OFFERING, and is not subject to any conditions, except as permitted by the TERMS OF OFFERING.

For all or none of the above, the Series 2024A Bonds, in accordance with the TERMS OF OFFERING, we will pay you not less than \$\_\_\_\_\_ (minimum amount of \$17,285,600) plus accrued interest to date of delivery for fully registered Series 2024A Bonds bearing interest rates and maturing in the stated years as follows:

<u>Coupon</u>	<u>Maturity</u>	<u>Yield</u>	<u>Coupon</u>	<u>Maturity</u>	<u>Yield</u>
_____	2025	_____	_____	2030	_____
_____	2026	_____	_____	2031	_____
_____	2027	_____	_____	2032	_____
_____	2028	_____	_____	2033	_____
_____	2029	_____	_____	2034	_____

\* Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Series 2024A Bonds and to increase or decrease each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$18,000,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2024A Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2024A Bonds will be made while maintaining, as closely as possible, the successful bidder’s net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

We hereby designate that the following Series 2024A Bonds to be aggregated into term bonds maturing on June 1 of the following years and in the following amounts (leave blank if no term bonds are specified):

<u>Years Aggregated</u>	<u>Maturity Year</u>	<u>Aggregate Amount</u>
_____ through _____	_____	_____
_____ through _____	_____	_____

In making this offer we accept all of the terms and conditions of the TERMS OF OFFERING published in the Preliminary Official Statement dated May 6, 2024, and represent we are a bidder with established industry reputation for underwriting new issuances of municipal bonds. In the event of failure to deliver these Series 2024A Bonds in accordance with the TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: \$ \_\_\_\_\_

TRUE INTEREST COST: \_\_\_\_\_ % (Calculated to the dated date of June 20, 2024)

Account Manager: \_\_\_\_\_ By: \_\_\_\_\_

Account Members: \_\_\_\_\_

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Ankeny, Iowa this 20<sup>th</sup> day of May 2024.

Attest: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**OFFICIAL BID FORM – SERIES 2024B BONDS**

TO: City Council of  
City of Ankeny, Iowa

Sale Date: May 20, 2024  
10:00 A.M., Central Time

RE: \$4,175,000\* Water Revenue Bonds, Series 2024B (the “Series 2024B Bonds”)

This bid is a firm offer for the purchase of the Series 2024B Bonds identified in the TERMS OF OFFERING, on the terms set forth in this bid form, the TERMS OF OFFERING, and is not subject to any conditions, except as permitted by the TERMS OF OFFERING.

For all or none of the above, the Series 2024B Bonds, in accordance with the TERMS OF OFFERING, we will pay you not less than \$ \_\_\_\_\_ (minimum amount of \$4,112,375) plus accrued interest to date of delivery for fully registered Series 2024B Bonds bearing interest rates and maturing in the stated years as follows:

<u>Coupon</u>	<u>Maturity</u>	<u>Yield</u>	<u>Coupon</u>	<u>Maturity</u>	<u>Yield</u>
_____	2025	_____	_____	2033	_____
_____	2026	_____	_____	2034	_____
_____	2027	_____	_____	2035	_____
_____	2028	_____	_____	2036	_____
_____	2029	_____	_____	2037	_____
_____	2030	_____	_____	2038	_____
_____	2031	_____	_____	2039	_____
_____	2032	_____	_____		_____

\* Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Series 2024B Bonds and to increase or decrease each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$4,500,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2024B Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Series 2024B Bonds will be made while maintaining, as closely as possible, the successful bidder’s net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

We hereby designate that the following Series 2024B Bonds to be aggregated into term bonds maturing on June 1 of the following years and in the following amounts (leave blank if no term bonds are specified):

<u>Years Aggregated</u>	<u>Maturity Year</u>	<u>Aggregate Amount</u>
_____ through _____	_____	_____
_____ through _____	_____	_____

In making this offer we accept all of the terms and conditions of the TERMS OF OFFERING published in the Preliminary Official Statement dated May 6, 2024, and represent we are a bidder with established industry reputation for underwriting new issuances of municipal bonds. In the event of failure to deliver these Series 2024B Bonds in accordance with the TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: \$ \_\_\_\_\_

TRUE INTEREST COST: \_\_\_\_\_ % (Calculated to the dated date of June 20, 2024)

Account Manager: \_\_\_\_\_ By: \_\_\_\_\_

Account Members: \_\_\_\_\_

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Ankeny, Iowa this 20<sup>th</sup> day of May 2024.

Attest: \_\_\_\_\_ By: \_\_\_\_\_

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

(To be published on or before May 14, 2024)

## NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Ankeny, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 410 West 1<sup>st</sup> Street, Ankeny, Iowa 50023; Telephone: 515-965-6400 (the "Issuer") before 10:00 A.M., on the 20<sup>th</sup> day of May, 2024. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2024A, in the amount of \$17,425,000\*, to be dated June 20, 2024

WATER REVENUE BONDS, SERIES 2024B, in the amount of \$4,175,000\*, to be dated June 20, 2024

(collectively the "Bonds")

\*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 410 West 1<sup>st</sup> Street, Ankeny, Iowa 50023.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall, 410 West 1<sup>st</sup> Street, Ankeny, Iowa 50023. The bids must be submitted through the PARITY® competitive bidding system.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa at a meeting of the City Council on the above date at 5:30 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, 410 West 1<sup>st</sup> Street, Ankeny, Iowa 50023; Telephone: 515-965-6400 or the Issuer's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, Telephone: 515-243-2600.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Ankeny, State of Iowa.

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City Clerk, City of Ankeny, State of Iowa

(End of Notice)



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

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:

**Click to download**

No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

May 6, 2024  
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:

- *Public Hearing - Tobacco Sales Permit Violations - 5/20/24 @ 5:30 p.m.*
- *Regular Council Meeting - 6/3/24 @ 5:30 p.m.*

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EXECUTIVE SUMMARY:

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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:

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